



DEVELOPMENT REVIEW BOARD
SUPPLEMENTAL SUBMITTAL

(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)

PROJECT NO. PR-2019-002042
Application No. SD-2022-00159

TO:

- Planning Department/Chair
- Hydrology
- Transportation Development
- ABCWUA
- Code Enforcement
- Parks & Rec

*(Please attach this sheet with each collated set for each board member)

NOTE: ELECTRONIC VERSION (ie disk, thumbdrive) is Required. Submittal will not be accepted without.

DRB SCHEDULED HEARING DATE: 11/09/2022 HEARING DATE OF DEFERRAL: _____

SUBMITTAL DESCRIPTION: Supplimenting the perimeter wall exhibit which was missing from the
original final plat submission.

CONTACT NAME: Ryan J. Mulhall

TELEPHONE: 505-896-3050 EMAIL: cartesianryan@gmail.com



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Forms P2)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input checked="" type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plan Review and Comment (Form P2)
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
BRIEF DESCRIPTION OF REQUEST		
Request Final Plat review to create 81 new parcels from 2 existing tracts by subdivision, to dedicate right-of-way, to grant easements, and vacate 6 easements as shown, with approved preliminary plat / site plan applications		

APPLICATION INFORMATION			
Applicant/Owner:	Solare Collegiate Foundation	Phone:	
Address:	8801 Gibson Blvd SW	Email:	
City:	Albuquerque	State:	NM
		Zip:	87121
Professional/Agent (if any):	CSI - Cartisian Surveys, Inc.	Phone:	505-896-3050
Address:	PO Box 44414	Email:	cartesianryan@gmail.com
City:	Rio Rancho	State:	NM
		Zip:	87174
Proprietary Interest in Site:	List all owners: Solare Collegiate Foundation		
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)			
Lot or Tract No.:	Tracts 12-B-1-A and 12-B-1-B	Block:	UPC Code: 100905533402040127
Subdivision/Addition:	El Rancho Grande I	MRGCD Map No.:	UPC Code: 10090553802740125
Zone Atlas Page(s):	M-09-Z	Existing Zoning:	MX-M
		Proposed Zoning:	
# of Existing Lots:	2 Tracts	# of Proposed Lots:	75 Lots and 6 Tracts
		Total Area of Site (Acres):	10.9989
LOCATION OF PROPERTY BY STREETS			
Site Address/Street:	8801 Gibson Blvd SW	Between:	98th Street SW and: Barbados Ave SW
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)			
PR-2019-002042; PS-2022-0003; SD-2022-00020 (Preliminary Plat)			

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:		Date:	11/01/2022
Printed Name:	Ryan J. Mulhall	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent	

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Your attendance is required.

SKETCH PLAT REVIEW AND COMMENT

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter describing, explaining, and justifying the request
- ___ Scale drawing of the proposed subdivision plat
- ___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? N/A if yes, indicate language: _____

- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Proposed Final Plat
- ___ Design elevations & cross sections of perimeter walls
- N/A Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- ___ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- ___ Sidewalk Exhibit and/or cross sections of proposed streets
- ___ Proposed Infrastructure List, if applicable
- ___ Required notice with content per IDO Section 14-16-6-4(K)
 - ___ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- ___ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- ___ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

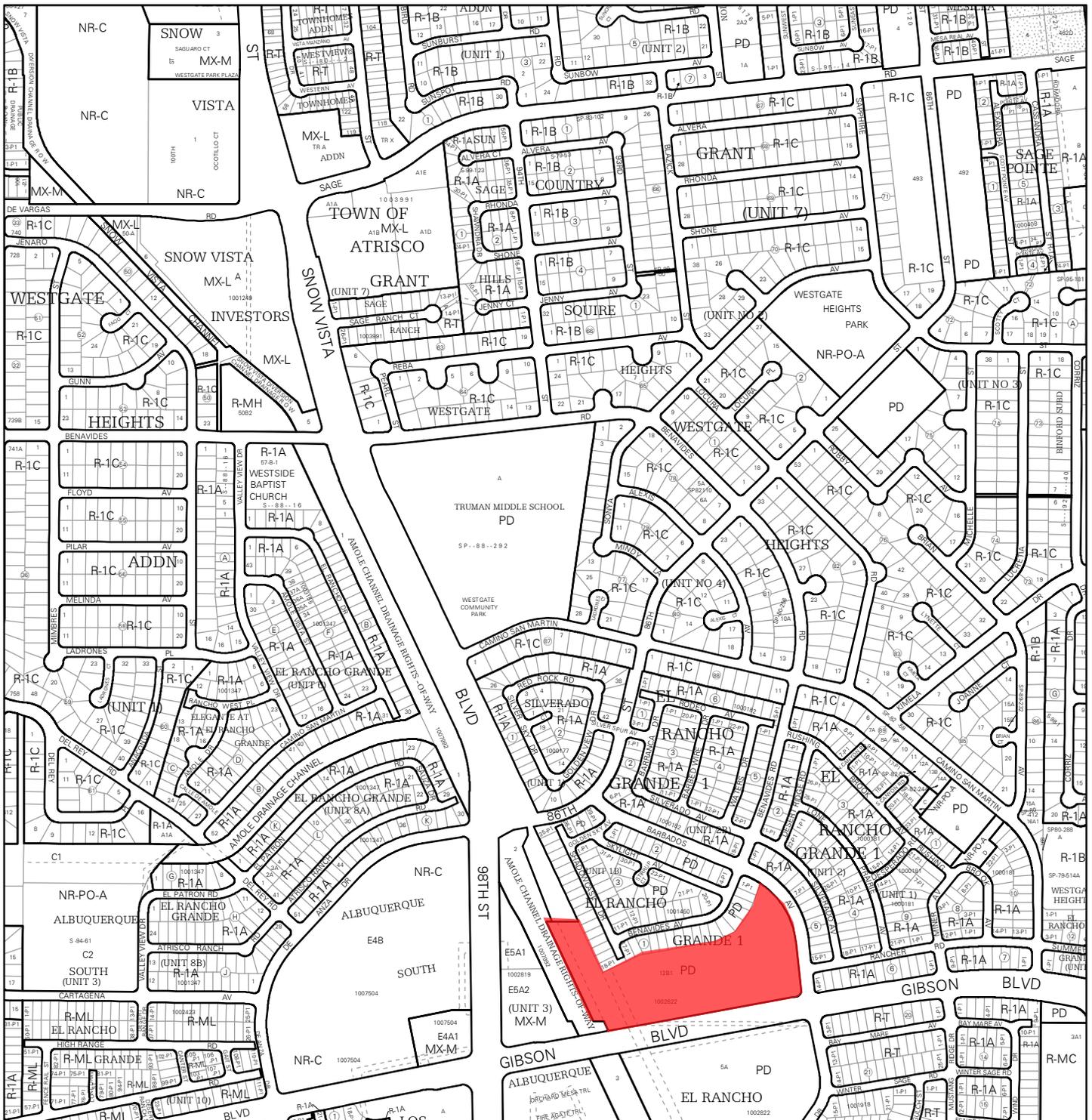
Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- ___ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Infrastructure List, if applicable

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.



For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

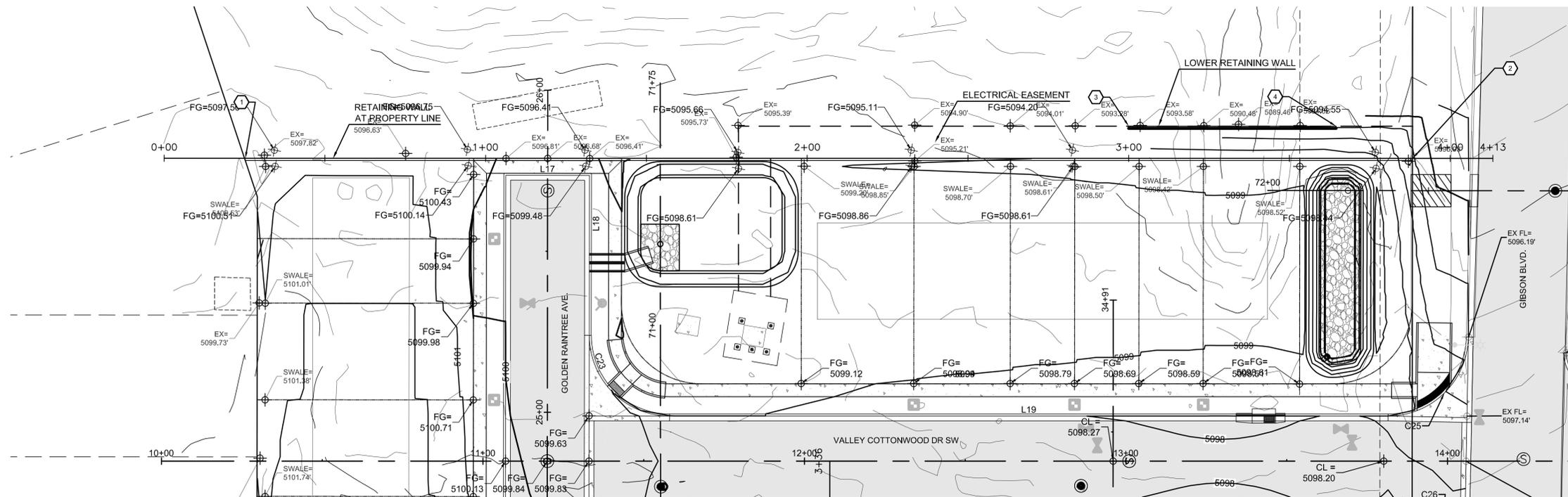
IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).

Gray Shading
Represents Area Outside
of the City Limits

Zone Atlas Page:
M-09-Z

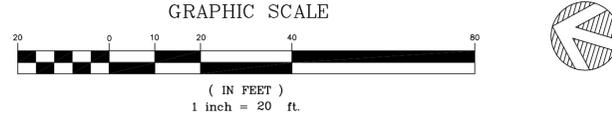
- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

0 250 500 1,000 Feet



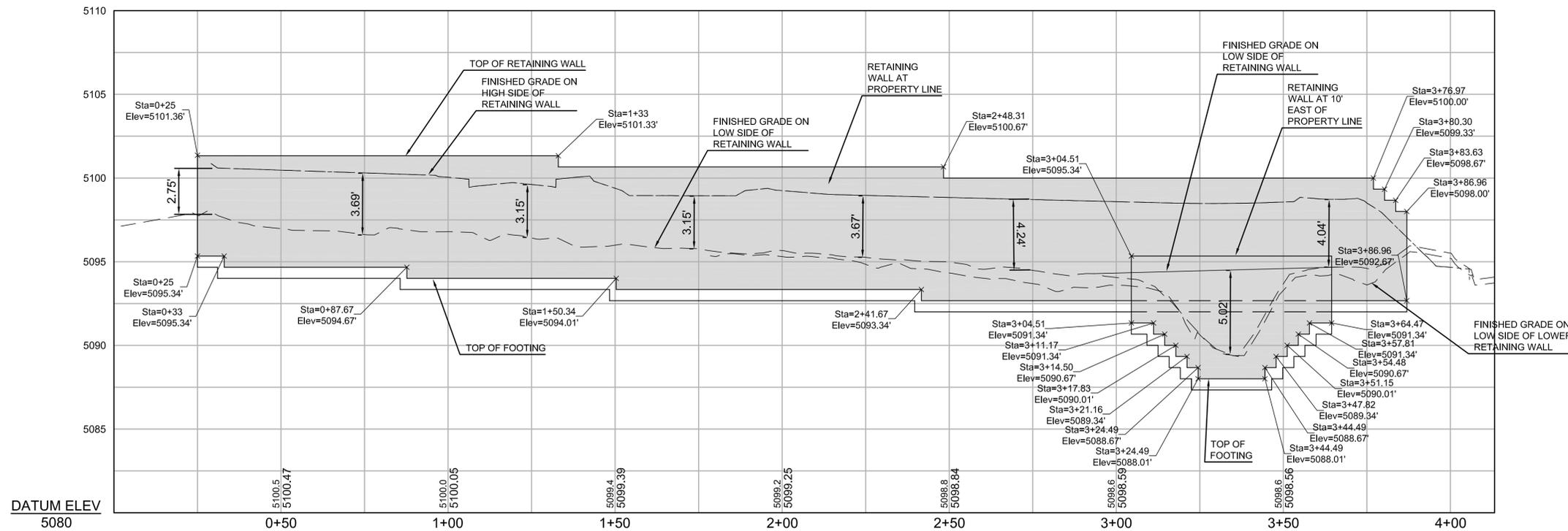
EAST PROPERTY LINE RETAINING WALL PLAN

SCALE: 1" = 20'-0"



RETAINING WALL PLAN KEYED NOTES

1. STA: 0+25.00, 0.00'RT, BEGIN CONCRETE MASONRY UNIT RETAINING WALL PER DETAIL ON SHEET 7-3.
2. STA: 3+86.96, 0.00'RT, END CONCRETE MASONRY UNIT RETAINING WALL.
3. STA: 3+04.51, 10.00'LT, BEGIN CONCRETE MASONRY UNIT RETAINING WALL PER DETAIL ON 7-3.
4. STA: 3+64.47, 10.00'LT, END CONCRETE MASONRY UNIT RETAINING WALL.



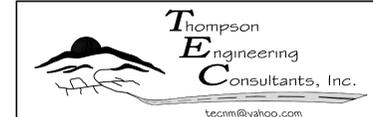
EAST PROPERTY LINE RETAINING WALL PROFILE

SCALE: 1" = 20'-0" HORIZONTAL
1" = 4'-0" VERTICAL

RETAINING WLL PLAN GENERAL NOTES

- SEE SHEET 1-1 FOR COMPLETE LIST OF GENERAL NOTES AND SYMBOL/LINETYPE LEGEND THAT APPLY TO ALL SHEETS.
- BASIS OF BEARING FOR ALIGNMENTS IS SHOWN ON SURVEY CONTROL PLAN SHEET 1-2.
- ALL STATIONING IS TO FACE OF RETAINING WALL.

DRB PROJ. #PR-2019-002042



P.O. BOX 65760 ALBUQUERQUE, NM 87193 PHONE: (505) 271-2199 FAX: (505) 830-9248

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING DEVELOPMENT GROUP
SOMBRA DEL OESTE
RETAINING WALL PLAN AND PROFILE
EAST PROPERTY LINE

DESIGN REVIEW COMMITTEE CITY ENGINEER APPROVAL

LAST DESIGN UPDATE	Mo./DAY/YR.	Mo./DAY/YR.

CITY PROJECT No. 645678 ZONE MAP No. M-09 SHEET 7-1 OF 40

AS BUILT INFORMATION		BENCH MARKS		SURVEY INFORMATION		ENGINEER'S SEAL	
CONTRACTOR	DATE	A.C.S. Monument "6-M9"	DATE	NO.	BY	REVISIONS	BY
STAKED BY	DATE	New Mexico State Plane Coord., Central Zone (NAD83) as published:	DATE				
INSPECTOR'S ACCEPTANCE BY	DATE	Y= 1,471,730.928	DATE				
ACCEPTANCE BY	DATE	X= 1,496,215.383	DATE				
DRAWINGS VERIFICATION BY	DATE	Ground to grid factor= 0.999884639	DATE				
CORRECTED BY	DATE	Delta Alpha= -00'16"35.92"	DATE				
MICRO-FILM INFORMATION	DATE	Elevation= 5082.551 (NAVD88)	DATE				
RECORDED BY	DATE						
NO.							

CSI-Cartesian Surveys Inc.
PO Box 44414, Rio Rancho, NM 87174
896-3050 Fax 891-0244

November 1, 2022

Development Review Board
City of Albuquerque

Re: Final Plat Review for Proposed Subdivision of Tracts 12-B-1-A and 12-B-1-B of El Rancho Grande I, becoming Sombra del Oeste

Members of the Board:

Cartesian Surveys is acting as an agent for Solare Collegiate Foundation and Homewise and requests a final plat review to create seven (6) new tracts and seventy-five (75) new lots from two (2) existing tracts by subdivision of Tracts 12-B-1-A and 12-B-1-B of El Rancho Grande I, located at 8801 Gibson Blvd SW and between Barbados Ave SW and 98th Street NW. The property is currently zoned as MX-M. This plat intends to vacate six (6) easements (SD-2022-00048 thru - 53), grant four (5) easements, and received a waiver from IDO for rear yards adjacent to Gibson Blvd. temporarily deferral of construction of sidewalk in specific places, and construction of asphalt trail along Gibson Blvd in place of sidewalk with the previous preliminary plat approval.

Comments from Preliminary Plat hearing on March 30th under project number PR-2019-002042 / SD-2022-00020 are addressed below:

ABCWUA:

1. No objections.
2. Availability Statement #211030 has been issued and provides the conditions for service. Public main extensions are required.
3. This project is within the adopted service area.
4. Pro rata is not owed for this property.
5. Utility Plan:
 - a. No objections.
6. Infrastructure List:
 - a. No objections.

Noted.

Code Enforcement:

No comments or objections.

Noted

Transportation:

1. The Transportation Department has no objection to the proposed action.

Noted

Hydrology:

- Hydrology has an approved Grading & Drainage Plan (M09D032) with engineer's stamp date of 02/08/22.
- Hydrology has no comments to the preliminary plat.
- Hydrology has no comments to the Infrastructure List.

Noted

Parks and Recreation:

03-09-2022

- Regarding (DPM 7-4(E) – Pedestrian Facilities) Waiver to allow an asphalt trail instead of a sidewalk along Gibson Boulevard. Gibson Blvd SW shows a Proposed Multi-Use Trail on the MRMPO Long Range Bikeway System Map. PRD supports a trail at this location, and agrees with the applicant's justification.
- Regarding DPM 7-2(C) – Temporary Sidewalk Deferral – Request to defer sidewalk installation until each home construction is completed... No comment.
- Regarding vacations... No comment.

Noted

- Regarding waiver to IDO Section 5-4(F)(2)(b) – Is there expected to be a wall? It is preferable for front doors of townhomes to face Gibson / a Community Principle Arterial.

Noted, there is expected to be a wall for the rear of these lots with lot frontages facing north / inwards to the neighborhood.

- Will there be a revegetation plan for the proposed ponds?

We defer to previous comments from Dave Thompson, PE on the drainage plans and pond vegetation.

Planning:

- Utility and AMAFCA signatures will be required for the Final Plat, and must be obtained and included with the Final Plat application submittal prior to acceptance of the Final Plat and placement on a DRB agenda.

Noted, all signatures are present on final plat as submitted to DRB.

- DXF File approval from AGIS will be required for the Final Plat, and must be obtained and included with the Final Plat application submittal prior to acceptance of the Final Plat and placement on a DRB agenda.

Noted, DXF was sent to and approved by city GIS on 07/07/2022.

- Final Plat is required within one year of Preliminary Plat approval.
- A recorded IIA will be required with the Final Plat, and must be obtained and included with the Final Plat application submittal prior to the acceptance of the Final Plat and placement on a DRB agenda.

Update 3/29/22: A Sidewalk Waiver application was submitted, and Planning defers to Transportation regarding the request.

Noted, recorded IIA is attached in this application

- Which open space tracts will be used for drainage? Please include a note on the infrastructure list that “Pond stabilization to follow Section 1013” and refer to the tracts that will be used for drainage. Please see the attached Interim Guidelines for Drainage Pond Seeding and Stabilitation and Standard Specifications 1013.

See attached grading and drainage plan. We defer to previous comments from Dave Thompson, PE on the drainage plans.

Municipal Development

The subject property is just outside the project limits for Project No. 770341 98th St & Gibson Blvd intersection Improvements. Construction is expected to start March 2023 and will require full temporary closure of the 98th & Gibson intersection.

Per the LRBS map there is a proposed paved trail on Gibson Blvd.

Noted

AMAFCA

Per an email with Jared Romero of AMAFCA, there are “...no adverse comments on the Grading and Drainage Plan with Engineer’s Seal Date 2/8/2022 for the Sombra del Oeste Subdivision.”

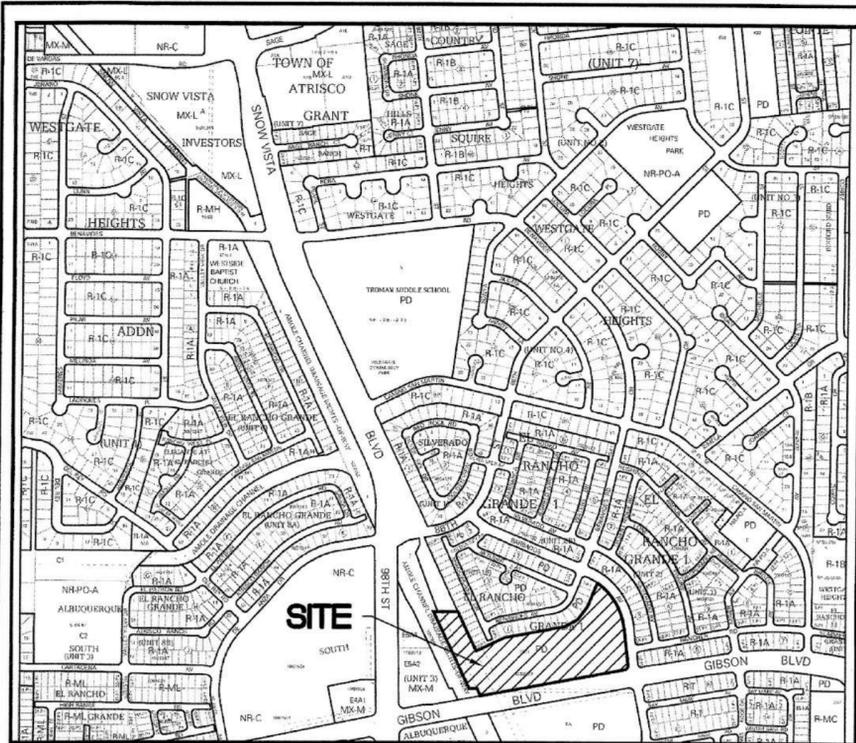
Noted

MRMPO

MRMPO has no adverse comments.

Noted

Thank you,
Ryan J. Mulhall



Vicinity Map - Zone Atlas M-09-Z

Indexing Information

Section 33, Township 10 North, Range 2 East, N.M.P.M. as projected into the Town of Atrisco Grant
 Subdivision: El Rancho Grande I
 Owner: Solare Collegiate Foundation
 UPC #: 100905533402040127 (Tract 12-B-1-A)
 100905538202740125 (Tract 12-B-1-B)

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
 PAID ON UPC #: 100905533402040127
 100905538202740125

PROPERTY OWNER OF RECORD
 BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Sombra Del Oeste
 Being Comprised of
 Tracts 12-B-1-A and 12-B-1-B
 El Rancho Grande I
 City of Albuquerque
 Bernalillo County, New Mexico
 May 2022**

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. VACATE EASEMENTS AS SHOWN HEREON.
3. GRANT EASEMENTS AS SHOWN HEREON.
4. DEDICATE RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE 10.9991 ACRES
 ZONE ATLAS PAGE NO. M-09-Z
 NUMBER OF EXISTING TRACTS 2
 NUMBER OF TRACTS CREATED 6
 NUMBER OF LOTS CREATED 75
 MILES OF FULL-WIDTH STREETS 0.2860 MILES
 MILES OF HALF-WIDTH STREETS 0.0000 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE 1.5443 ACRES
 DATE OF SURVEY AUGUST 2021

Notes

1. FIELD SURVEY PERFORMED IN AUGUST 2021.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. LOT LINES TO BE ELIMINATED SHOWN HEREON AS

Legal Description

TRACTS 12-B-1-A AND 12-B-1-B OF THE PLAT OF TRACTS 12-B-1A AND 12-B-1-B BEING A REPLAT OF TRACT 12-B-1 OF THE BULK LAND PLAT FOR EL RANCHO GRANDE I, PARCELS 5-A AND 12-B-1 WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM, PROJECTED SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 12, 2019, IN PLAT BOOK 2019C, PAGE 127.

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0336H, DATED AUGUST 16, 2012.

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERCTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

Project Number: PR-2019-002042

Application Number: SD-2022-00159

Plat Approvals:

- [Signature]* Jun 21, 2022
- PNM Electric Services
Abdul A. Bhuayan Jun 17, 2022
- Qwest Corp. d/b/a CenturyLink QC
Pamela C. Stone Jun 30, 2022
- New Mexico Gas Company
Mike Mortera Jun 17, 2022
- Comcast

City Approvals:

- Loran N. Risenhoover, P.S.* 6/16/2022
City Surveyor
- Traffic Engineer
- ABCWUA
- Parks and Recreation Department
- Code Enforcement
[Signature] 6/27/2022
AMAF
- City Engineer
- DRB Chairperson, Planning Department

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/15/2022
 Will Plotner Jr. Date
 N.M.R.P.S. No. 14271



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244
 wplotnerjr@gmail.com

Documents

1. TITLE COMMITMENT PROVIDED BY STEWART TITLE, HAVING FILE NO. 1037841 AND AN EFFECTIVE DATE OF MAY 17, 2021.
2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 12, 2019, IN BOOK 2019C, PAGE 127.
3. PLAT OF EL RANCHO GRANDE I, UNIT 1-B, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 12, 2002, IN BOOK 2002C, PAGE 121.
4. WARRANTY DEED FOR SUBJECT PROPERTY, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 3, 2019, AS DOCUMENT NO. 2019045667.
5. PLAT FOR AMOLE CHANNEL DRAINAGE RIGHTS-OF-WAY, TRACTS 1 THRU 5, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 11, 2009, IN BOOK 2009C, PAGE 171, AS DOCUMENT NO. 2009135016.

Free Consent and Dedication

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

Rachel Sowards 7/5/22
 RACHEL SEWARDS, REGISTERED AGENT
 SOLARE COLLEGIATE FOUNDATION DATE



STATE OF NEW MEXICO }
 COUNTY OF Sandoval } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 07/05 20 22
 RACHEL SEWARDS, REGISTERED AGENT, SOLARE COLLEGIATE FOUNDATION

By: *[Signature]*
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 09/07/2025

**Plat for
Sombra Del Oeste**
Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
City of Albuquerque
Bernalillo County, New Mexico
May 2022

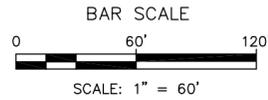
IDO and DPM Waiver Notes

A WAIVER FROM IDO STANDARDS PERMITTING REAR LOT YARDS ALONG GIBSON BOULEVARD WAS APPROVED UNDER VA-2022-00069 ON MARCH 30, 2022.

A TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION ALONG ROADWAYS DEPICTED ON THIS PLAT WAS APPROVED UNDER VA-2022-00071 ON MARCH 30, 2022. SIDEWALKS WILL BE CONSTRUCTED WITH THE DEVELOPMENT OF EACH SINGLE-FAMILY HOME SO WHEN SUBDIVISION IS COMPLETE THERE WILL NOT BE GAPS IN THE SIDEWALK SYSTEM.

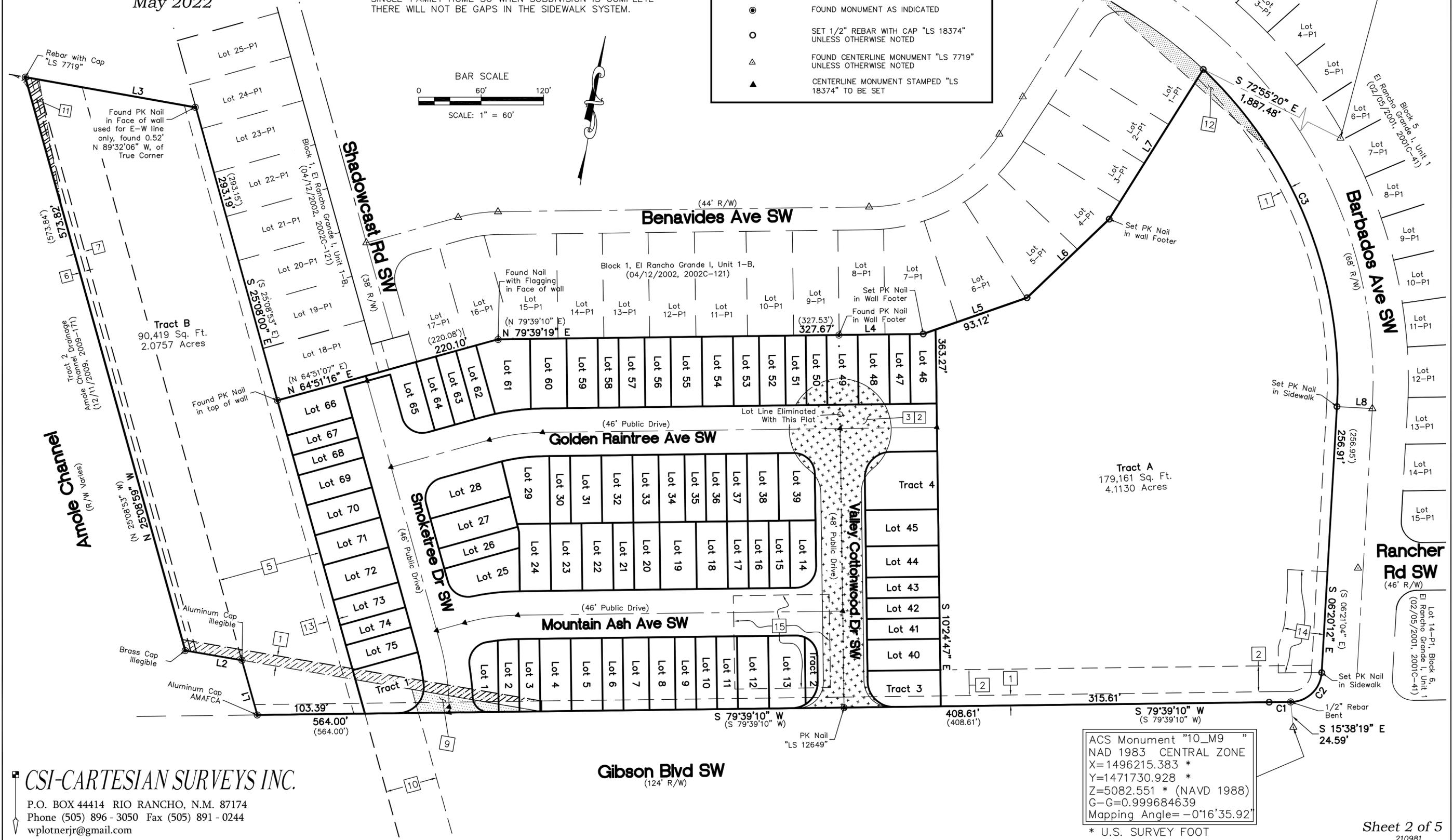
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (12/12/2019, 2019C-127)
[N 90°00'00" E]	RECORD BEARINGS AND DISTANCES PER PLAT (08/15/2003, 2003C-249)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT "LS 7719" UNLESS OTHERWISE NOTED
▲	CENTERLINE MONUMENT STAMPED "LS 18374" TO BE SET



ACS Monument "6_M10"
NAD 1983 CENTRAL ZONE
X=1497827.859 *
Y=1471787.588 *
Z=5050.537 * (NAVD 1988)
G-G=0.999685636
Mapping Angle=-0°16'24.79"
* U.S. SURVEY FOOT

ACS Monument "10_M9"
NAD 1983 CENTRAL ZONE
X=1496215.383 *
Y=1471730.928 *
Z=5082.551 * (NAVD 1988)
G-G=0.999684639
Mapping Angle=-0°16'35.92"
* U.S. SURVEY FOOT

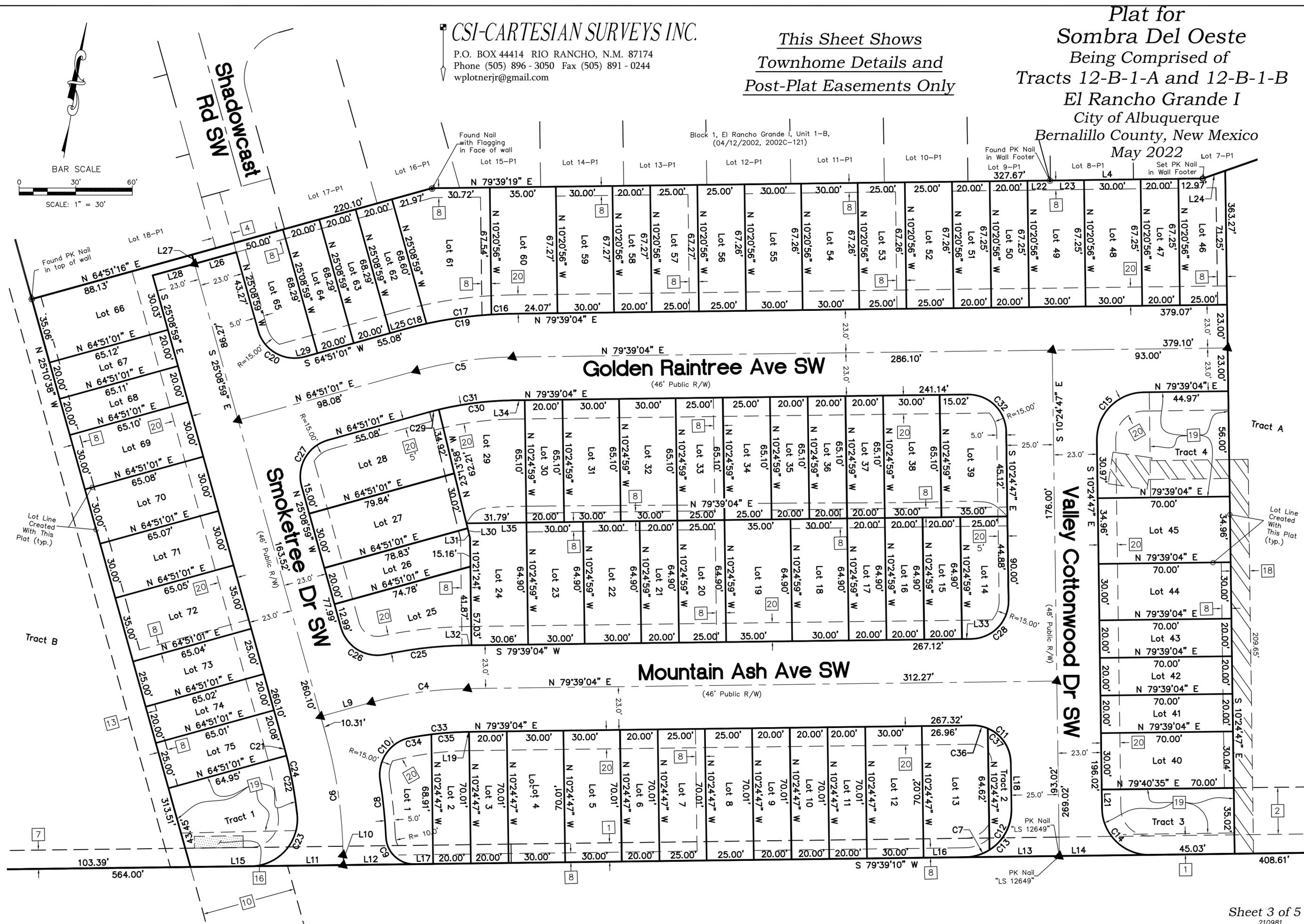
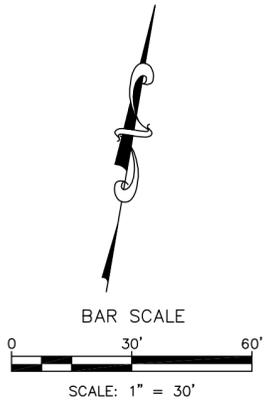


CSI-CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
wplotnerjr@gmail.com

CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 wplotnerjr@gmail.com

This Sheet Shows
Townhome Details and
Post-Plat Easements Only

Plat for
Sombra Del Oeste
 Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
 City of Albuquerque
 Bernalillo County, New Mexico
 May 2022



Public Utility Easements

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- C. Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

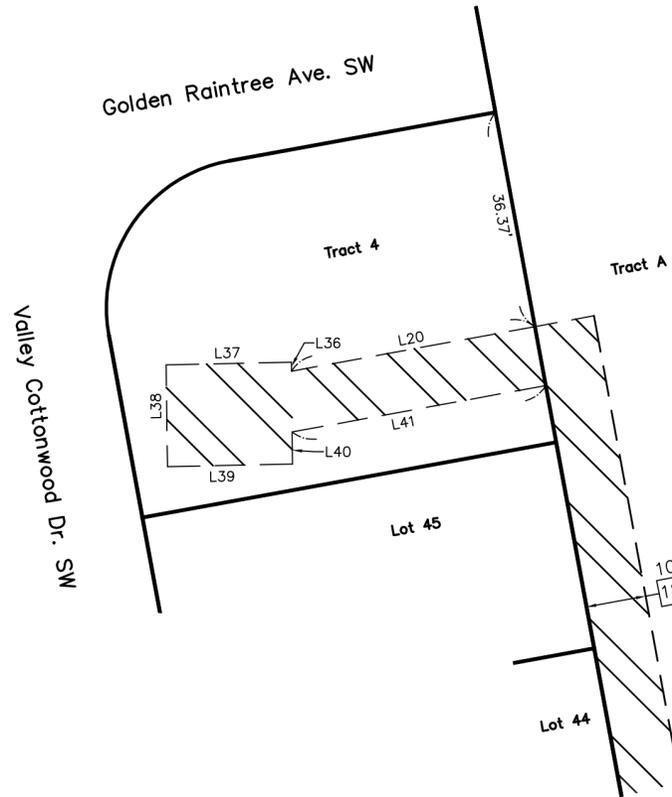
**Plat for
Sombra Del Oeste
Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
City of Albuquerque
Bernalillo County, New Mexico
May 2022**

**This Sheet Shows All
Easement Notes and
Additional Notes /
Detail Figures**

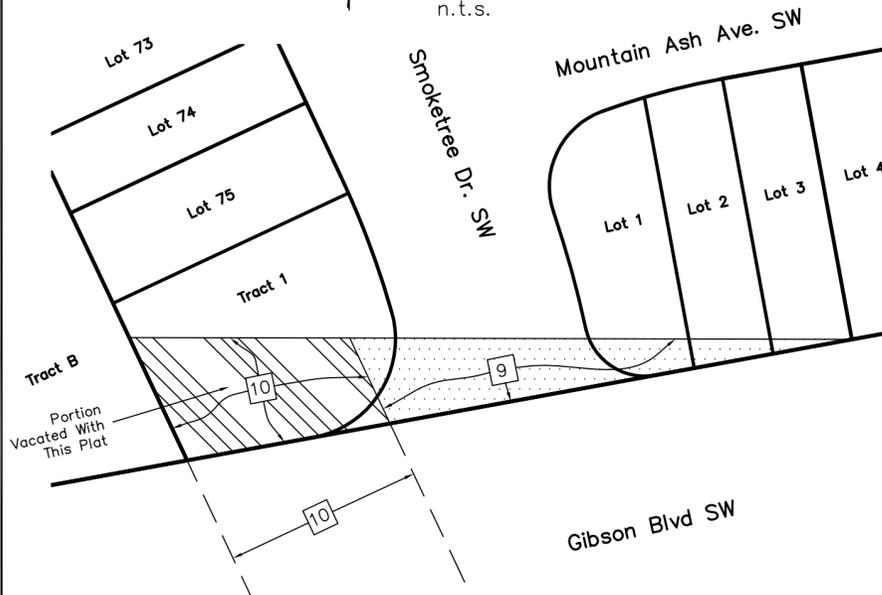
Easement and Drainage Notes

- 1 EXISTING 10' PNM EASEMENT (2/22/2001, 2001C-57) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [diagonal lines]
- 2 EXISTING 25' PRIVATE STORM DRAIN EASEMENT BENEFITING TRACTS 12-B-1-A AND 12-B-1-B AND MAINTAINED BY TRACT 12-B-1-B (12/12/2019, 2019C-127) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [dashed line]
- 3 EXISTING PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS 12-B-1-A AND 12-B-1-B (12/12/2019, 2019C-127) VACATED WITH THIS PLAT SHOWN HEREON AS [dashed line]
- 4 EXISTING 10' PUBLIC PEDESTRIAN ACCESS EASEMENT (4/12/2002, 2002C-121)
- 5 EXISTING 100' PNM EASEMENT (4/12/1956, BK. D348, PG. 43, DOC. NO. 91883)
- 6 EXISTING 5' PNM EASEMENT (1/8/2002, 2002C-7)
- 7 EXISTING 10' PUE (8/15/2003, 2003C-249)
- 8 5' PRIVATE DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 1-75 AND TRACTS 1-4 GRANTED WITH THE FILING OF THIS PLAT
- 9 EXISTING 20' PUBLIC PERMANENT WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) VACATED WITH THIS PLAT SHOWN HEREON AS [dotted pattern]. SEE DETAIL A, SHEET 4 OF 5
- 10 EXISTING 50' PUBLIC PERMANENT ACCESS ROAD AND WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) PORTION VACATED WITH THIS PLAT. SEE DETAIL A, SHEET 4 OF 5
- 11 EXISTING AMAFCA DRAINAGE EASEMENT (10/7/2005, DOC. NO. 2005149548) SHOWN HEREON AS [diagonal lines]
- 12 EXISTING UNOBSTRUCTED LINE OF SIGHT EASEMENT (1/8/2002, 2002C-7) SHOWN HEREON AS [dotted pattern]
- 13 EXISTING UNDERGROUND PNM EASEMENT (10/4/2005, BK. A104, PG. 6254, DOC. NO. 2005146656)
- 14 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078629)
- 15 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078634) VACATED WITH THIS PLAT.
- 16 6.25' X 25.83' PNM EASEMENT GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [dotted pattern] SEE DETAIL C ON SHEET 4 OF 5
- 17 INTENTIONALLY OMITTED
- 18 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [diagonal lines] SEE DETAIL B SHEET 4 OF 5
- 19 PRIVATE DRAINAGE PONDING EASEMENT BENEFITING LOTS 1-75 AND TRACTS 1-4 AND MAINTAINED BY THE OWNERS OF SAID LOTS AND TRACTS. GRANTED WITH THE FILING OF THIS PLAT
- 20 10' P.U.E. (UNLESS OTHERWISE SHOWN) GRANTED WITH THE FILING OF THIS PLAT, SHOWN ON SHEET 3 OF 5

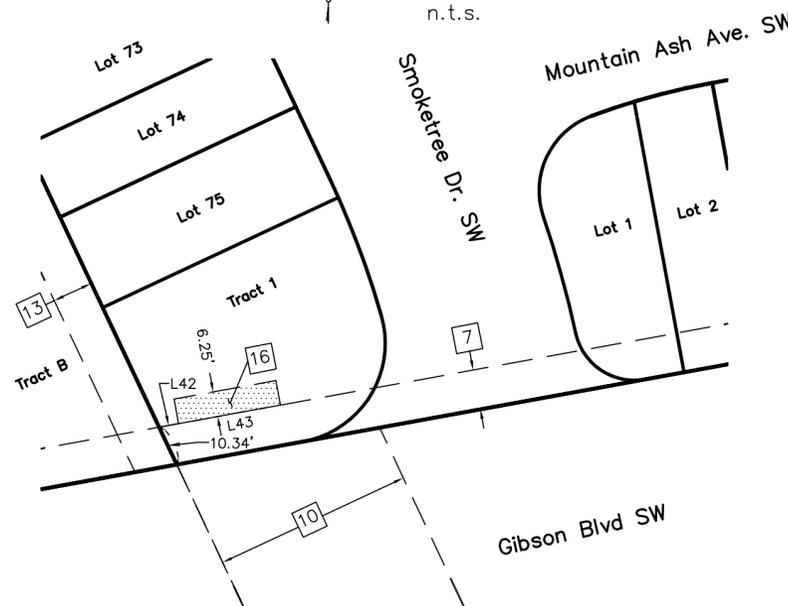
Detail B
n.t.s.



Detail A
n.t.s.



Detail C
n.t.s.



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
wplotnerjr@gmail.com

**Plat for
Sombra Del Oeste
Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
City of Albuquerque
Bernalillo County, New Mexico
May 2022**

**This Sheet Shows
Line/Curve Tables,
Parcel Acreage Values
and Additional Notes**

Line Table		
Line #	Direction	Length (ft)
L1	N 25°14'33" W (N 25°12'42" W)	54.77' (54.71')
L2	N 89°53'21" W (N 89°49'19" W)	55.33' (55.32')
L3	S 89°32'06" E (S 89°29'58" E)	166.37' (166.40')
L4	N 79°39'19" E (N 79°39'10" W)	81.02' (81.10')
L5	N 61°07'11" E (N 61°07'02" E)	105.73' (105.71')
L6	N 36°33'03" E (N 36°32'54" W)	109.49' (109.47')
L7	N 22°26'54" E (N 22°26'44" W)	170.33' (170.30')
L8	N 83°39'48" E	34.00' (34.00')
L9	N 64°51'01" E	28.01'
L10	N 10°20'56" W	5.38'
L11	S 79°39'10" W	48.96'
L12	S 79°39'10" W	42.63'
L13	S 79°39'10" W	50.03'
L14	S 79°39'10" W	47.97'
L15	S 79°39'10" W	32.04'
L16	S 79°39'10" W	21.91'
L17	S 79°39'10" W	9.84'
L18	S 10°24'47" E	25.01'
L19	N 79°39'04" E	0.36'
L20	N 79°35'13" E	41.17'
L21	N 10°24'47" W	10.08'
L22	N 79°39'19" E	11.95'
L23	N 79°39'19" E	18.05'
L24	N 61°07'11" E	12.60'
L25	S 64°51'01" W	8.08'
L26	S 64°51'07" W	23.00'
L27	N 25°08'44" W	5.03'
L28	S 64°51'07" W	23.00'
L29	S 64°51'01" W	7.00'
L30	S 23°13'58" E	8.07'
L31	N 23°13'58" W	5.35'
L33	S 79°39'04" W	4.97'
L34	S 79°39'04" W	6.12'
L35	S 79°39'04" W	31.79'
L36	N 00°37'18" W	1.50'
L37	N 88°46'17" E	20.87'
L38	N 00°49'29" W	17.00'
L39	N 88°46'17" E	20.81'
L40	N 00°37'18" W	5.36'
L41	N 79°35'13" E	42.90'
L42	N 79°39'10" E	4.94'
L43	N 79°39'10" E	25.83'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	20.87' (20.96')	10232.99' (10232.99')	0°07'01"	20.87'	S 79°42'40" W
C2	45.06' (45.05')	29.98' (29.98')	86°06'23"	40.93'	S 36°42'59" W
C3	360.78' (360.68') [360.68']	416.00' (416.03') [416.00']	49°41'24"	349.58'	S 31°10'54" E
C4	51.66'	200.00'	14°48'03"	51.52'	S 72°15'02" W
C5	51.66'	200.00'	14°48'03"	51.52'	S 72°15'02" W
C6	64.58'	250.00'	14°48'03"	64.40'	N 17°44'58" W
C7	13.78'	25.00'	31°34'32"	13.60'	N 63°51'47" E
C8	30.37'	273.00'	6°22'25"	30.35'	N 15°26'58" W
C9	23.06'	15.00'	88°05'04"	20.86'	S 56°18'18" E
C10	30.81'	20.00'	88°16'24"	27.85'	S 25°30'01" W
C11	31.39'	20.00'	89°56'09"	28.27'	N 55°22'52" W
C12	25.52'	25.00'	58°29'18"	24.43'	N 18°49'52" E
C13	39.30'	25.00'	90°03'50"	35.38'	N 34°37'08" E
C14	39.24'	25.00'	89°56'09"	35.34'	S 55°22'52" E
C15	39.30'	25.00'	90°03'51"	35.38'	S 34°37'08" W
C16	10.93'	223.00'	2°48'34"	10.93'	S 78°14'47" W
C17	34.75'	223.00'	8°55'41"	34.71'	S 72°22'39" W
C18	11.92'	223.00'	3°03'48"	11.92'	S 66°22'55" W
C19	57.61'	223.00'	14°48'03"	57.45'	S 72°15'02" W
C20	31.42'	20.00'	90°00'00"	28.28'	S 70°08'59" E
C21	4.92'	227.00'	1°14'34"	4.92'	N 24°31'42" W
C22	31.63'	227.00'	7°58'58"	31.60'	N 19°54'56" W
C23	41.70'	25.00'	95°34'33"	37.03'	N 31°51'54" E
C24	36.56'	227.00'	9°13'36"	36.52'	N 20°32'11" W
C25	43.84'	223.00'	11°15'49"	43.77'	S 74°01'09" W
C26	30.18'	20.00'	86°27'46"	27.40'	S 68°22'52" E
C27	31.42'	20.00'	90°00'00"	28.28'	S 19°51'01" W
C28	31.44'	20.00'	90°03'51"	28.30'	N 34°37'08" E
C29	5.92'	177.00'	1°55'01"	5.92'	S 65°48'32" W
C30	39.80'	177.00'	12°53'01"	39.72'	S 73°12'33" W
C31	45.72'	177.00'	14°48'03"	45.60'	S 72°15'02" W
C32	31.39'	20.00'	89°56'09"	28.27'	N 55°22'52" W
C33	30.94'	177.00'	10°00'51"	30.90'	S 74°38'38" W
C34	11.26'	177.00'	3°38'40"	11.26'	S 71°27'33" W
C35	19.68'	177.00'	6°22'11"	19.67'	S 76°27'58" W
C36	8.28'	20.00'	23°43'23"	8.22'	N 88°29'15" W
C37	23.11'	20.00'	66°12'46"	21.85'	N 43°31'10" W

Drainage Facilities Note

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENTS" ARE HEREBY DEDICATED BY THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISIONS FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND THE CONSTRUCTING AND MAINTAINING OF DRAINAGE FACILITIES GRANTOR SHALL CONSTRUCT DRAINAGE FACILITIES IN THE EASEMENT IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH THE DRAINAGE REPORT ENTITLED "SOMBRA DEL OESTE", SUBMITTED BY THOMPSON ENGINEERING CONSULTANTS, INC., ON FEBRUARY 8, 2022, AND APPROVED BY THE ALBUQUERQUE CITY ENGINEER ON MARCH 14, 2022. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN EASEMENT AREA WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF ALBUQUERQUE. THERE ALSO SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT AREA WITHOUT THE APPROVAL OF THE CITY ENGINEER. IT SHALL BE THE DUTY OF THE LOT OWNERS OF THIS SUBDIVISION TO MAINTAIN SAID DRAINAGE EASEMENT AND FACILITIES AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. THE CITY SHALL HAVE THE RIGHT TO ENTER PERIODICALLY TO INSPECT THE FACILITIES. IN THE EVENT SAID LOT OWNERS FAIL TO ADEQUATELY AND PROPERLY MAINTAIN DRAINAGE EASEMENT AND FACILITIES, AT ANY TIME FOLLOWING FIFTEEN (15) DAYS WRITTEN NOTICE TO SAID LOT OWNERS, THE CITY MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY APPLICABLE LOT OWNERS PROPORTIONATELY ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT LOT OWNERS FAIL TO PAY THE COST OF MAINTENANCE WITHIN THIRTY (30) DAYS AFTER DEMAND FOR PAYMENT MADE BY THE CITY, THE CITY MAY FILE A LIEN AGAINST ALL LOTS IN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE. THE OBLIGATIONS IMPOSED HEREIN SHALL BE BINDING UPON THE OWNER, HIS HEIRS, AND ASSIGNS AND SHALL RUN WITH ALL LOTS WITHIN THIS SUBDIVISION. THE GRANTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS OF ANY KIND BROUGHT AGAINST SAID PARTIES FOR OR ON ACCOUNT OF ANY MATTER ARISING FROM THE DRAINAGE FACILITY PROVIDED FOR HEREIN OR THE GRANTOR'S FAILURE TO CONSTRUCT, MAINTAIN, OR MODIFY SAID DRAINAGE FACILITY.

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.0378	1,648
Lot 2	0.0320	1,393
Lot 3	0.0321	1,400
Lot 4	0.0482	2,100
Lot 5	0.0482	2,100
Lot 6	0.0321	1,400
Lot 7	0.0402	1,750
Lot 8	0.0402	1,750
Lot 9	0.0321	1,400
Lot 10	0.0321	1,400
Lot 11	0.0321	1,400
Lot 12	0.0482	2,100
Lot 13	0.0558	2,430
Lot 14	0.0353	1,536
Lot 15	0.0298	1,298
Lot 16	0.0298	1,298
Lot 17	0.0298	1,298
Lot 18	0.0447	1,947
Lot 19	0.0521	2,272
Lot 20	0.0372	1,622

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 21	0.0298	1,298
Lot 22	0.0447	1,947
Lot 23	0.0447	1,947
Lot 24	0.0449	1,956
Lot 25	0.0546	2,378
Lot 26	0.0355	1,545
Lot 27	0.0546	2,380
Lot 28	0.0626	2,729
Lot 29	0.0572	2,491
Lot 30	0.0299	1,302
Lot 31	0.0448	1,953
Lot 32	0.0448	1,953
Lot 33	0.0374	1,628
Lot 34	0.0374	1,628
Lot 35	0.0299	1,302
Lot 36	0.0299	1,302
Lot 37	0.0299	1,302
Lot 38	0.0448	1,953
Lot 39	0.0503	2,193
Lot 40	0.0482	2,101

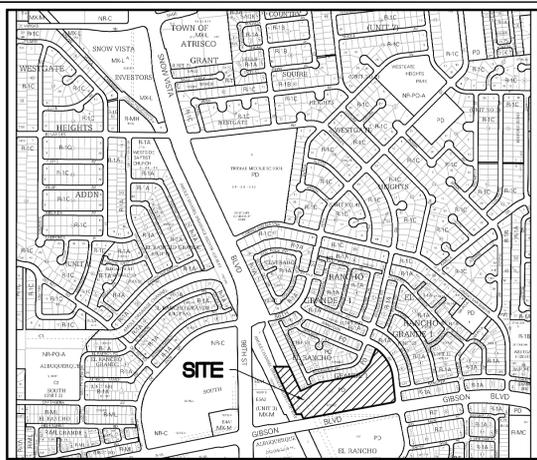
Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Tract A	4.1130	179,161
Tract B	2.0757	90,419

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 41	0.0321	1,400
Lot 42	0.0321	1,400
Lot 43	0.0321	1,400
Lot 44	0.0482	2,100
Lot 45	0.0562	2,448
Lot 46	0.0391	1,703
Lot 47	0.0309	1,345
Lot 48	0.0463	2,017
Lot 49	0.0463	2,018
Lot 50	0.0309	1,345
Lot 51	0.0309	1,345
Lot 52	0.0386	1,681
Lot 53	0.0386	1,681
Lot 54	0.0463	2,018
Lot 55	0.0463	2,018
Lot 56	0.0386	1,682
Lot 57	0.0386	1,682
Lot 58	0.0309	1,345
Lot 59	0.0463	2,018
Lot 60	0.0541	2,355

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 61	0.0690	3,006
Lot 62	0.0314	1,367
Lot 63	0.0314	1,366
Lot 64	0.0314	1,366
Lot 65	0.0430	1,874
Lot 66	0.0551	2,399
Lot 67	0.0299	1,302
Lot 68	0.0299	1,302
Lot 69	0.0448	1,953
Lot 70	0.0448	1,952
Lot 71	0.0448	1,952
Lot 72	0.0523	2,277
Lot 73	0.0373	1,626
Lot 74	0.0299	1,300
Lot 75	0.0373	1,625
Right of Way Dedicated to the City of Albuquerque in Fee Simple	1.5443	67,270
Tract 1	0.0696	3,031
Tract 2	0.0146	636
Tract 3	0.0532	2,319
Tract 4	0.0869	3,786

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
wplotnerjr@gmail.com



Vicinity Map - Zone Atlas M-9-Z

Easement and Drainage Notes

- 1 EXISTING 10' PNM EASEMENT (2/22/2001, 2001C-57) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [Symbol]
- 2 EXISTING 25' PRIVATE STORM DRAIN EASEMENT BENEFITING TRACTS 12-B-1-A AND 12-B-1-B AND MAINTAINED BY TRACT 12-B-1-B (12/12/2019, 2019C-127) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [Symbol]
- 3 EXISTING PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS 12-B-1-A AND 12-B-1-B (12/12/2019, 2019C-127) VACATED WITH THIS PLAT SHOWN HEREON AS [Symbol]
- 4 EXISTING 10' PUBLIC PEDESTRIAN ACCESS EASEMENT (4/12/2002, 2002C-121)
- 5 EXISTING 100' PNM EASEMENT (4/12/1956, BK. D348, PG. 43, DOC. NO. 91883)
- 6 EXISTING 5' PNM EASEMENT (1/8/2002, 2002C-7)
- 7 EXISTING 10' PUE (8/15/2003, 2003C-249)
- 8 5' PRIVATE DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 1-75 AND TRACTS 1-4 GRANTED WITH THE FILING OF THIS PLAT
- 9 EXISTING 20' PUBLIC PERMANENT WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) VACATED WITH THIS PLAT SHOWN HEREON AS [Symbol] SEE DETAIL A, SHEET 4 OF 5 OF PLAT
- 10 EXISTING 50' PUBLIC PERMANENT ACCESS ROAD AND WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) PORTION VACATED WITH THIS PLAT, SEE DETAIL A, SHEET 4 OF 5 OF PLAT
- 11 EXISTING AMAFCA DRAINAGE EASEMENT (10/7/2005, DOC. NO. 2005149548) SHOWN HEREON AS [Symbol]
- 12 EXISTING UNOBSTRUCTED LINE OF SIGHT EASEMENT (1/8/2002, 2002C-7) SHOWN HEREON AS [Symbol]
- 13 EXISTING UNDERGROUND PNM EASEMENT (10/4/2005, BK. A104, PG. 6254, DOC. NO. 2005146656)
- 14 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078629)
- 15 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078634) VACATED WITH THIS PLAT
- 16 6.25' X 25.83' PNM EASEMENT GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [Symbol] SEE DETAIL C ON SHEET 4 OF 5 OF PLAT
- 17 INTENTIONALLY OMITTED
- 18 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [Symbol] SEE DETAIL B SHEET 4 OF 5 OF PLAT
- 19 PRIVATE DRAINAGE PONDING EASEMENT BENEFITING LOTS 1-75 AND TRACTS 1-4 AND MAINTAINED BY THE OWNERS OF SAID LOTS AND TRACTS. GRANTED WITH THE FILING OF THIS PLAT
- 20 10' P.U.E. (UNLESS OTHERWISE SHOWN) GRANTED WITH THE FILING OF THIS PLAT, SHOWN ON SHEET 3 OF 5 OF PLAT

Indexing Information

Section 33, Township 10 North, Range 2 East, N.M.P.M. as projected into the Town of Atrisco Grant
 Subdivision: El Rancho Grande I
 Owner: Solare Collegiate Foundation
 UPC #: 100905533402040127 (Tract 12-B-1-A)
 100905533202740125 (Tract 12-B-1-B)

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. VACATE EASEMENTS AS SHOWN HEREON.
3. GRANT EASEMENTS AS SHOWN HEREON.
4. DEDICATE RIGHT-OF-WAY AS SHOWN HEREON.

Site Sketch for Solare Townhomes and Tracts 12-B-1-A-1 and 12-B-1-B-1
El Rancho Grande I
 Being Comprised of Tracts 12-B-1-A and 12-B-1-B
 El Rancho Grande I
 City of Albuquerque
 Bernalillo County, New Mexico
 November 2022

Legend

N 90°00'00" E (N 90°00'00" E)	MEASURED BEARINGS AND DISTANCES RECORD BEARINGS AND DISTANCES PER PLAT (12/12/2019, 2019C-127)
[N 90°00'00" E]	RECORD BEARINGS AND DISTANCES PER PLAT (08/15/2003, 2003C-249)
○	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT "LS 7719" UNLESS OTHERWISE NOTED
[Symbol]	COVERED AREA
[Symbol]	CONCRETE
[Symbol]	GUARD RAIL
[Symbol]	WIRE FENCE
[Symbol]	BLOCK WALL
[Symbol]	PIPE FENCE
[Symbol]	VINYL FENCE
[Symbol]	WOOD FENCE
[Symbol]	HANDRAIL
[Symbol]	UTILITY PEDESTAL
[Symbol]	BOLLARD
[Symbol]	OVERHEAD UTILITY LINE
[Symbol]	UTILITY POLE
[Symbol]	ANCHOR
[Symbol]	PULL BOX
[Symbol]	LIGHT POLE
[Symbol]	TRANSFORMER
[Symbol]	ELECTRIC CABINET
[Symbol]	WATER VALVE
[Symbol]	WATER METER
[Symbol]	FIRE HYDRANT
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	STORM DRAIN MANHOLE
[Symbol]	SAS CLEANOUT
[Symbol]	STORM DRAIN INLET
[Symbol]	DROP INLET
[Symbol]	IRRIGATION BOX
[Symbol]	SIGN
[Symbol]	CURB CUT/INDICATION OF ACCESS TO ROADWAY
[Symbol]	UNDERGROUND GAS UTILITY LINE
[Symbol]	UNDERGROUND WATER UTILITY LINE
[Symbol]	UNDERGROUND STORM DRAIN UTILITY LINE
[Symbol]	UNDERGROUND ELECTRIC UTILITY LINE

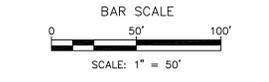


ACS Monument "6-M10"
 NAD 1983 CENTRAL ZONE
 X=1497827.859 *
 Y=1471787.588 *
 Z=5050.537 * (NAVD 1988)
 G-G=0.999685636
 Mapping Angle=-0°16'24.79"
 * U.S. SURVEY FOOT

ACS Monument "10-M9"
 NAD 1983 CENTRAL ZONE
 X=1496215.383 *
 Y=1471730.928 *
 Z=5082.551 * (NAVD 1988)
 G-G=0.999684639
 Mapping Angle=-0°16'35.92"
 * U.S. SURVEY FOOT

Legal Description

TRACTS 12-B-1-A AND 12-B-1-B OF THE PLAT OF TRACTS 12-B-1A AND 12-B-1B BEING A REPLAT OF TRACT 12-B-1 OF THE BULK LAND PLAT FOR EL RANCHO GRANDE I, PARCELS 5-A AND 12-B-1 WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM, PROJECTED SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 12, 2019, IN PLAT BOOK 2019C, PAGE 127.



HOMEWISE, INC.
1301 SILER RD, BUILDING D
SANTA FE, NM 87507

February 1, 2022

City of Albuquerque
Planning Department
600 2nd St NW
Albuquerque, NM 87102

Re: Letter of Authorization

To Whom It May Concern:

Homewise, a New Mexico Nonprofit Corporation, hereby authorizes Thompson Engineering Consultants, Consensus Planning, Cartesian Surveys, to obtain information, submit and process applications, represent the project at meetings and public hearings, and act as our agent related to the property located at the northeast corner of Gibson Boulevard near 98th Street.

The property is legally described as *Tract 12-B-1-A Plat of Tract 12-B-1-A & 12-B-1-B El Rancho Grande 1 containing 6.1178 Acres.*

Please contact me if you have any questions or need any additional information.

Sincerely,

Homewise, Inc.

By:



Printed Name:

Jaime Jaramillo

Title:

Real Estate Development Planning Manager

PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION
600 2nd Street NW, Ground Floor, 87102
P.O. Box 1293, Albuquerque, NM 87103
Office (505) 924-3946

OFFICIAL NOTIFICATION OF DECISION

Solare Collegiate Foundation
8801 Gibson Blvd. SW
Albuquerque, NM 87121

Project# PR-2019-002042

Application#

SD-2022-00020 PRELIMINARY PLAT

SD-2022-00048 VACATION OF PUBLIC
EASEMENT

SD-2022-00049 VACATION OF PUBLIC
EASEMENT

SD-2022-00050 VACATION OF PUBLIC
EASEMENT

SD-2022-00051 VACATION OF PUBLIC
EASEMENT

SD-2022-00052 VACATION OF PRIVATE
EASEMENT

SD-2022-00053 VACATION OF PRIVATE
EASEMENT

VA-2022-00069 IDO WAIVER

VA-2022-00071 DEFERRAL OF SIDEWALK
CONSTRUCTION

LEGAL DESCRIPTION:

For all or a portion of: **12-B-1-A and 12-B-1-B, EL RANCHO GRANDE 1** zoned **MX-M**, located at **8801 GIBSON BLVD SW between 98TH ST SW and BARBADOS AVE SW** containing approximately **10.9989** acre(s). **(M-9)**

On March 30, 2022, the Development Review Board (DRB) held a public meeting concerning the above referenced applications and approved the requests based on the following Findings:

SD-2022-00020 PRELIMINARY PLAT

1. This Preliminary Plat subdivides 2 existing tracts into 75 lots and 6 tracts. The Preliminary Plat vacates and grants easements as depicted on the Plat.
2. The property is zoned MX-M. Future development must be consistent with the underlying zone districts.
3. An Infrastructure List was approved with this Plat. A recorded Infrastructure Improvements Agreement (IIA) is needed prior to the final DRB sign-off of the Final Plat.
4. The applicant provided the required notice as outlined in the IDO Table 6-1-1.

SD-2022-00048 VACATION OF PUBLIC EASEMENT

1. The applicant proposes to vacate a 10-foot PNM recorded on February 22, 2001.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. The PNM easement is not used by PNM and is not required for access to PNM facilities.

SD-2022-00049 VACATION OF PUBLIC EASEMENT

1. The applicant proposes to vacate a 50-foot permanent access road and waterline easement recorded on October 25, 1985.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. The permanent access road and waterline easement is vacant and will not be used.

SD-2022-00050 VACATION OF PUBLIC EASEMENT

1. The applicant proposes to vacate an existing public drainage covenant easement recorded on September 17, 2019.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. This area was intended to be a drainage pond, which is no longer needed pursuant to the approved grading and drainage plan.

SD-2022-00051 VACATION OF PUBLIC EASEMENT

1. The applicant proposes to vacate an existing 20-foot public permanent waterline easement recorded on October 25, 1985.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. The waterline easement is vacant and will not be used.

SD-2022-00052 VACATION OF PRIVATE EASEMENT

1. The applicant proposes to vacate a 25-foot private storm drain easement recorded on December 12, 2019.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. The storm drain easement will be relocated with the subdivision development.

SD-2022-00053 VACATION OF PRIVATE EASEMENT

11. The applicant proposes to vacate an existing private access easement recorded on December 12, 2019.
2. The applicant justified the vacation request for the easement pursuant to 14-16-6-6-(M)(3) of the IDO. The applicant proposes the dedication of a public street on the eastern portion of the subject property, replacing the private access easement.

VA-2022-00069 IDO WAIVER

1. The applicant proposes a waiver to permit rear yards for the lots along Gibson Boulevard, an arterial street. 5-4(F)(2)(b) discourages layouts where the rear lot line is adjacent to a collector or arterial street.
2. The request is justified per 14-16-6-6(P)(3) of the IDO. Gibson Boulevard will incorporate deeper rear yards, landscape buffers, and a multi-use trail, and the requested waiver will not cause material impacts on surrounding properties.
3. The applicant provided the required notice as outlined in the IDO Table 6-1-1.

VA-2022-00071 TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

1. The applicant proposes the temporary deferral of sidewalk construction along roadways as depicted on the exhibit in the application submittal. The sidewalks within the subdivision will be constructed with the development of each single-family home so when the subdivision is complete there will not be gaps in the sidewalk system.
2. Transportation engineering had no objections.

APPEAL: If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **APRIL 14, 2022**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

Official Notice of Decision

Project # PR-2019-002042 Applications# SD-2022-00020, SD-2022-00048, SD-2022-000049, SD-2022-00050, SD-2022-00051, SD-2022-00052, SD-2022-00053, VA-2022-00069, VA-2022-00071

Page 4 of 4

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). Appeals should be submitted via email to PLNDRS@CABQ.GOV (if files are less than 9MB in size). For files larger than 9 MB in size, please send an email to PLNDRS@cabq.gov and request that staff send you a link via Smartfile to upload the files to. A Non-Refundable filing fee will be calculated and you will receive instructions about paying the fee online.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal period do so at their own risk. Successful applicants are reminded that there may be other City regulations of the IDO that must be complied with, even after approval of the referenced application(s).

Sincerely,

A handwritten signature in black ink, appearing to read "J. Wolfley". The signature is fluid and cursive, with the first letter "J" being particularly large and stylized.

Jolene Wolfley
DRB Chair

JW/jr

CSI-Cartesian Surveys, Inc., P.O. Box 44414, Rio Rancho, NM 87174



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Sombra del Oeste
Project Number: 645678

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and ___ Homewise, Inc. _____ ("Developer"), a ___ New Mexico Non-Profit Organization ____, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is ___ dslavin@homewise.org _____, whose address is ___ 500 2nd Street SW ___ (Street or PO Box) ___ Albuquerque, NM _____ (City, State), ___ 87102_ (Zip Code) and whose telephone number is _____, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] TR 12B1A Plat of Tract 12-B-1-A of the Plat of Tracts 12-B-1A and 12-B1B being a replat of Tract 12-B-1 of the Bulk Land Plat for El Rancho Grande I, Parcels 5-A and 12-B-1 within the Town of Atrisco Grant, projected Section 4, Township 9 North, Range 2 East, NMPM, projected Section 33, Township 10 North, Range 2 East, NMPM _____ recorded on ___ December 12, 2019___, attached, pages ___ 127 ___ through ___ 127___, as Document No. ___ 2019105929 ___ in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] ___ Solare Collegiate Foundation _____ ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as ___ Sombra del Oeste Being Comprised of Tracts 12-B-1-A and 12-B-1-B El Rancho Grande I ___ describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the

Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as “Deferred” and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by ___ Cartesian Surveys ____, and construction surveying of the private Improvements shall be performed by Cartesian Surveys ____. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by ___ Thompson Engineering Consultants, Inc. ___ and inspection of the private Improvements shall be performed by ___ Thompson Engineering Consultants, Inc. ____, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by ___ Western Technologies Inc. ____, and field testing of the private Improvements shall be performed by ___ Western Technologies Inc. ___ both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides

all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Subdivision bond
Amount: \$ 1,861,790.65
Name of Financial Institution or Surety providing Guaranty: Merchants National Bonding, Inc.
Date City first able to call Guaranty (Construction Completion Deadline): March 30, 2024
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the

Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the

specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or

CITY OF ALBUQUERQUE:

DocuSigned by:

DS

BMR

By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 10/13/2022 | 10:27 AM MDT

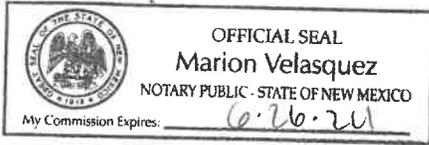
CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 13th day of October, 2022,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

[Signature]
Notary Public

My Commission Expires: June 26, 2024



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

OWNER

By [Signature:]: Norma Binder

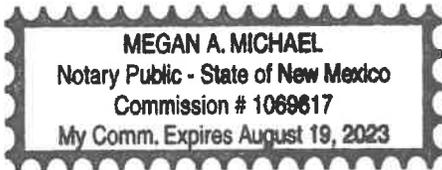
Name [Print]: NORMA BINDER

Title: Secretary - Solare Foundation

Dated: 6/23/2022

The foregoing Power of Attorney was acknowledged before me on June 23rd,
20 22 by [name of person:] Norma Binder, [title or capacity, for
instance "President":] Secretary of [Owner:]
Solare Foundation on behalf of the Owner.

(SEAL)



M.A. Michael
Notary Public

My Commission Expires: 19 August 2023

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Executed One (1) Original Bond

Bond No. [Surety's No:] NNM2126

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Homewise, Inc. ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Corporation as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] One Million Eight Hundred Sixty One Thousand Seven Hundred Ninety and 65/100 Dollars, ([amount in figures:] \$ 1,861,790.65), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Sombra del Oeste ("Developer's Property"), City Project No. Project ID #: 645678; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

Project ID #: 645678; Sombra del Oeste; I.I.A. Procedure B with FG; Albuquerque, NM.

("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer;] Homewise, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20 _____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] NNM2126

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 30, 2024 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

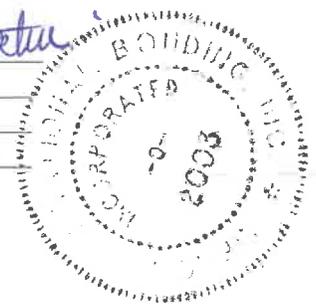
IN WITNESS WHEREOF, this bond has been executed 16th day of September, 2022.

DEVELOPER

Homewise, Inc.
By [signature:] [Signature]
Name: Daniel Slavin
Title: Senior Director of Real Estate Development
Dated: September 16, 2022

SURETY

Merchants National Bonding, Inc.
By [signature:] [Signature]
Name: Susan D. Martin
Title: Attorney-In-Fact
Dated: September 16, 2022



*NOTE: Power of Attorney for Surety must be attached.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Josh Lujan; Michael Byrd; Michelle Vialpando; Robert C Zettel; Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of March, 2021.

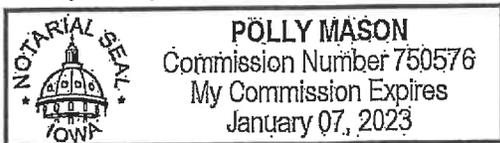


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of September, 2022.



William Warner Jr.
Secretary

Compton, Carrie

From: Boruff, Joshua <joshua.boruff@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:48 AM
To: Mascarenas, Emily; Jaime Jaramillo
Cc: Compton, Carrie; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Hi Jaimie,

You have our authorization to add that date to the bond forms.

Thank you!



Risk & Insurance | Employee Benefits | Retirement & Private Wealth
Ready for tomorrow.

Josh Boruff (Pronouns: He/Him/His)
Account Manager

HUB Southwest
6565 Americas Parkway NE Suite 720
Albuquerque, NM 87110

Office: 505-262-9418

Fax: 866-487-3972

joshua.boruff@hubinternational.com

www.hubinternational.com



From: Mascarenas, Emily <emily.mascarenas@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:46 AM
To: Jaime Jaramillo <JJaramillo@homewise.org>; Boruff, Joshua <joshua.boruff@hubinternational.com>
Cc: Compton, Carrie <cacompton@cabq.gov>; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1391468

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2022094254
	# Of Entries	0
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2022094255
	# Of Entries	0
Total		\$50.00

Tender (Check) \$50.00
Check# 3676

Paid By THOMPSON
ENGINEERING

Phone # 5052712199

Thank You!

10/24/22 2:49 PM msouchet

INFRASTRUCTURE LIST

EXHIBIT "A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

SOMBRA DEL OESTE
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACTS 12-B-1-B AND 12-B-1-A, EL RANCHO GRANDE UNIT 1
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		12' WIDE	MEDIAN OPENING WITH 100' LEFT TURN LANE AND 84' TRANSITION	GIBSON BLVD.	VALLEY COTTONWOOD DR.	184' WEST	/	/	/
		10' WIDE	ASPHALT MULTI-PURPOSE TRAIL	GIBSON BLVD.	VALLEY COTTONWOOD DR.	WEST PROPERTY LINE	/	/	/
		28' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	GOLDEN RAIN TREE AVE	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	BARBADOS AVE.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	SMOKETREE DR.	WEST PROPERTY LINE	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	STAMPEDE DR.	BAY MARE AVE.	GIBSON BLVD.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GIBSON BLVD.	STAMPEDE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	SMOKETREE DR.	MOUNTAIN ASH AVE.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		24"	STORM DRAIN W/ MANHOLES	GIBSON BLVD.	BARBADOS AVE.	80' EAST OF VALLEY COTTONWOOD DR.	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		24"	STORM DRAIN W/ MANHOLES AND STORM INLETS	VALLEY COTTONWOOD DR.	50' SOUTH OF SMOKETREE AVE.	35' SOUTH OF GOLDEN RAINTREE AVE.	/	/	/
		1,704 CF	DETENTION POND A	TRACT 1			/	/	/
		2,408 CF	DETENTION POND B	TRACT 4			/	/	/
		3,157 CF	DETENTION POND C	TRACT 3			/	/	/
		1,250 CF	RETENTION POND D	TRACT B			/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private	City Cnst

DRC #	DRC #		Inspector	P.E.	Engineer
[]	[]		/	/	/
[]	[]		/	/	/
[]	[]		/	/	/
			Approval of Creditable Items:		Approval of Creditable Items:
			Impact Fee Administrator Signature	Date	City User Dept. Signature
			Date	Date	Date

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.

Street lights per City requirements.

1 Sidewalks to be constructed or deferred in accordance with the Sidewalk Exhibit.

2 Pond Stabilization to follow Section 1013 for the Ponds in Tracts 1, 3, 4, and B.

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
DAVID B. THOMPSON, P.E. NAME (print)	 Mar 30, 2022 DRB CHAIR - date	 Mar 30, 2022 PARKS & RECREATION - date
THOMPSON ENGR. CONS., INC. FIRM	 Mar 30, 2022 TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
 3/30/2022 SIGNATURE - date	 Mar 30, 2022 UTILITY DEVELOPMENT - date	 Mar 30, 2022 CODE ENFORCEMENT - date
	 Mar 30, 2022 CITY ENGINEER - date	- date

DESIGN REVIEW COMMITTEE REVISIONS				
REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 645678

THIS AGREEMENT is made this (Date) October 13 2022, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Homewise, Inc. ("Developer"), a New Mexico Non-Profit Organization, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email is dslavin@homewise.org, whose address is 500 2nd Street SW (City) Albuquerque, (State) NM (Zip Code) 87102 and whose telephone number is 505-243-6566, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) TR 12B1A Plat of Tract 12-B-1-A of the Plat of Tracts 12-B-1A and 12-B1B being a replat of Tract 12-B-1 of the Bulk Land Plat for El Rancho Grande I, Parcels 5-A and 12-B-1 within the Town of Atrisco Grant, projected Section 4, Township 9 North, Range 2 East, NMPM, projected Section 33, Township 10 North, Range 2 East, NMPM recorded on (Date) December 12, 2019, attached, pages 127 through 127, as Document No. 2019105929 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Solare Collegiate Foundation ("Owner"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final:") preliminary plat, to be identified as (state name of plat:) Sombra del Oeste; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Developer's Property until after construction of other required infrastructure; and

WHEREAS, the City requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Infrastructure Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in the event the Developer does not complete the construction as required.

County Clerk's Recording Label

THEREFORE, the City and the Developer agree:

1. A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached **Exhibit "A,"** which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by March 30, 2026 ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Infrastructure Improvements Agreement, the Developer may request an extension from the Design Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Infrastructure Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Infrastructure Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Developer's Property, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Sidewalk Construction Deadline. To meet the Integrated Development Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: Subdivision bond

Amount: \$ \$79,767.09

Name of Financial Institution or Surety providing Guaranty: Merchants National Bonding, Inc.

Date City first able to call Guaranty (Construction Completion Deadline): March 30, 2026

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call

Guaranty is: _____

Additional information: _____

3. Notice of Start of Construction. Before construction begins, the Developer's contractor shall obtain all necessary Excavation and Barricading permits.

4. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and this Sidewalk Deferral Agreement.

5. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Deferral Agreement. Conveyance may be by dedication on the final plat of the Developer's Property.

6. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

8. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

9. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the Financial Guaranty, the Developer shall be liable to, and shall pay the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to the Financial Guaranty.

10. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and its heirs, successors and assigns.

11. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

14. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

15. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meeting or construction of any of its provisions.

16. Form not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

17. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

Executed on the date stated in the first paragraph of this Agreement.

DEVELOPER: HomeWise

By [signature]: [Signature]

Name [print]: DANIEL J SLAVIN

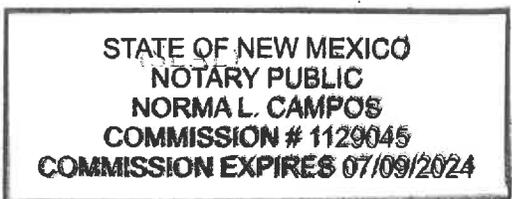
Title: SR. Dir Real Estate Development

Dated: 7/13/2022

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

This instrument was acknowledged before me on 13 day of July, 2022 by
(name of person:) Daniel Slavin, (title or capacity, for instance, "President" or
"Owner":) SR. Dir Real Estate Development of
(Developer:) HomeWise



[Signature]
Notary Public

My Commission Expires: July 9th 2024

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Executed One (1) Original Bond

Bond No. [Surety's No:] NNM2125

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Homewise, Inc. ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Corporation as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] Seventy Nine Thousand Seven Hundred Sixty Seven Dollars and 09/100 Dollars, ([amount in figures:] \$ \$79,767.09), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Sombra del Oeste ("Developer's Property"), City Project No. Project ID #: 645678; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

Project ID #: 645678; Sombra del Oeste; Sidewalk Deferral; Albuquerque, NM.

("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] Homewise, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] NNM2125

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 30, 2026 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

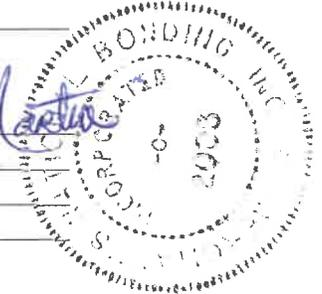
IN WITNESS WHEREOF, this bond has been executed 16th day of September, 2022.

DEVELOPER

Homewise, Inc.
By [signature:] [Signature]
Name: Daniel Slavin
Title: Senior Director of Real Estate Development
Dated: September 16, 2022

SURETY

Merchants National Bonding, Inc.
By [signature:] [Signature]
Name: Susan D. Martin
Title: Attorney-In-Fact
Dated: September 16, 2022



*NOTE: Power of Attorney for Surety must be attached.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Josh Lujan; Michael Byrd; Michelle Vialpando; Robert C Zettel; Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of March, 2021.

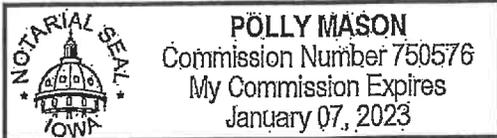


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of September, 2022.



William Warner Jr.
Secretary

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GOLDEN RAIN TREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	STAMPEDE DR.	BAY MARE AVE.	GIBSON BLVD.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GIBSON BLVD.	STAMPEDE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GOLDEN RAIN TREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	SMOKETREE DR.	MOUNTAIN ASH AVE.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		24"	STORM DRAIN W/ MANHOLES	GIBSON BLVD.	BARBADOS AVE.	80' EAST OF VALLEY COTTONWOOD DR.	/	/	/

Inspector	P.E.	Engineer
/	/	/
/	/	/
/	/	/

Approval of Creditable Items:	
Impact Fee Administrator Signature	Date

Approval of Creditable Items:	
City User Dept. Signature	Date

DRC #	DRC #

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
 Street lights per City requirements.

1 Sidewalks to be constructed or deferred in accordance with the Sidewalk Exhibit.

2 Pond Stabilization to follow Section 1013 for the Ponds in Tracts 1, 3, 4, and B.

AGENT / OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
DAVID B. THOMPSON, P.E. NAME (print)	Mar 30, 2022	<i>Cheryl...</i> PARKS & RECREATION - date	Mar 30, 2022
THOMPSON ENGR. CONS., INC. FIRM	Mar 30, 2022	<i>Jeff Palmer</i> AMAFCA - date	Mar 30, 2022
<i>[Signature]</i> SIGNATURE - date	Mar 30, 2022	<i>[Signature]</i> CODE ENFORCEMENT - date	
		CITY ENGINEER - date	

DESIGN REVIEW COMMITTEE REVISIONS	
REVISION	DATE

DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

Compton, Carrie

From: Boruff, Joshua <joshua.boruff@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:48 AM
To: Mascarenas, Emily; Jaime Jaramillo
Cc: Compton, Carrie; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Hi Jaimie,

You have our authorization to add that date to the bond forms.

Thank you!



Risk & Insurance | Employee Benefits | Retirement & Private Wealth
Ready for tomorrow.

Josh Boruff (Pronouns: He/Him/His)
Account Manager

HUB Southwest
6565 Americas Parkway NE Suite 720
Albuquerque, NM 87110

Office: 505-262-9418

Fax: 866-487-3972

joshua.boruff@hubinternational.com

www.hubinternational.com



From: Mascarenas, Emily <emily.mascarenas@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:46 AM
To: Jaime Jaramillo <JJaramillo@homewise.org>; Boruff, Joshua <joshua.boruff@hubinternational.com>
Cc: Compton, Carrie <cacompton@cabq.gov>; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

I. PURPOSE AND SCOPE

THE PURPOSE OF THIS DRAINAGE PLAN IS TO PRESENT THE EXISTING AND PROPOSED DRAINAGE CONDITIONS FOR PROPOSED SOMBRA DEL OESTE SUBDIVISION, LOCATED IN THE 9001 BLOCK OF GIBSON BOULEVARD SW, IN ALBUQUERQUE. THE ZONE ATLAS PAGE FOR THE SITE IS M-09-Z.

II. SITE DESCRIPTION AND HISTORY

THE PROJECT SITE IS LOCATED ON THE NORTH SIDE OF GIBSON BOULEVARD SE, BETWEEN UNSER BOULEVARD SW, AND SNOW VISTA BOULEVARD SW.

THE SITE IS CURRENTLY VACANT WITH DEVELOPED PROPERTIES SURROUNDING.

III. COMPUTATIONAL PROCEDURES

HYDROLOGIC ANALYSIS WAS PERFORMED UTILIZING THE DESIGN CRITERIA BASED ON CHAPTER 6, HYDROLOGY, OF THE DEVELOPMENT PROCESS MANUAL RELEASED 2020. TABLES WITHIN CHAPTER 6, WERE USED TO AID IN THE STUDY OF THE SITE HYDROLOGY.

IV. PRECIPITATION

THE STORM EVENT USED FOR THE FOLLOWING CALCULATIONS IS THE 100YR-6HR STORM. THE PROJECT SITE IS LOCATED IN ZONE 1 (WEST OF RIO GRANDE).

V. EXISTING DRAINAGE CONDITIONS

CURRENTLY THE SITE IS VACANT AND GENERALLY DRAINS FROM NORTH-WEST TO SOUTH-EAST. A PRIVATE STORM DRAINAGE SYSTEM WAS INSTALLED ALONG GIBSON TO CONVEY EXCESS RUNOFF FROM THE SITE. THE PRIVATE STORM DRAINAGE SYSTEM WILL BE ABANDONED AND WILL NOT BE UTILIZED FOR THIS DEVELOPMENT. THE PRIVATE STORM DRAINAGE SYSTEM ALLOWED FOR UP TO 25.9 CFS AND THEREFORE THIS SITE CAN HAVE FREE DISCHARGE UP TO THAT LIMIT.

TO THE WEST OF THE SITE IS THE AMOLE ARROYO THAT CONVEYS OFFSITE FLOWS PAST THE SITE. THE IS ALSO AN OVERHEAD POWER TRANSMISSION LINE FOR PNM ALONG THE WESTERN BOUNDARY OF THE SITE. NO OFFSITE FLOWS WILL ENTER THE SITE FROM THE WEST. THE NORTH SIDE OF THE SITE, CONTAINS A FULLY DEVELOPED SUBDIVISION THAT DIRECTS RUNOFF FROM ADJACENT PROPERTIES NORTH INTO THE ROADWAYS SYSTEM. NO OFFSITE FLOWS WILL ENTER THE SITE FROM THE NORTH. THE EAST SIDE IF THE SITE IS LOWER AND THEREFORE WILL NOT CREATE ANY OFFSITE FLOWS FRO THIS PROJECT. TO THE SOUTH IS GIBSON BOULEVARD SW. GIBSON DRAINS FROM WEST TO EAST.

THE PRE-DEVELOPED PEAK RUNOFF RATE FROM THE SITE IS 10.19 CFS (WELL BELOW THE ALLOWABLE DISCHARGE OF 25.59 CFS).

VI. PROPOSED DRAINAGE CONDITIONS

THE PROPOSED SUBDIVISION HAS BEEN DESIGNED TO ROUTE EXCESS RUNOFF THROUGH SHALLOW PONDING AREAS AND ON-SITE COLLECTION AND CONVEYANCE SYSTEMS TO REDUCE THE PEAK RUNOFF RATE BACK TO HISTORIC RATES, AND TO CONTAIN THE NECESSARY WATER QUALITY VOLUME AS REQUIRED BY THE CITY OF ALBUQUERQUE DEVELOPMENT PROCESS MANUAL, CHAPTER 6.

FOR ANALYSIS OF EXCESS RUNOFF FLOW RATES AND WATER QUALITY VOLUME REQUIREMENTS THE SITE HAD BEEN DIVIDED INTO 5 PROPOSED BASINS.

BASIN PRO 1, IS ALONG THE WESTERN SIDE OF THE PROJECT AND ONLY CONTAINS THE BACKYARDS OF THE WESTERN LOTS ALONG SMOKETREE DRIVE SW. THIS BASIN PRO 1 CONTAINS 8,852 SF AND GENERATES A PEAK RUNOFF OF 0.48 CFS. RUNOFF FROM THIS BASIN IS DRAINED INTO POND A THAT HAS AN AVAILABLE VOLUME OF 1,704 CUBIC FEET. THERE IS NO WATER QUALITY VOLUME REQUIRED FROM THIS BASIN AS THERE IS NO IMPERVIOUS SURFACE. DRAINAGE FROM THE HOUSES WILL BE REQUIRED TO DRAIN TOWARD THE STREET TO REDUCE THE CROSS LOT DRAINAGE.

BASIN PRO 2 IS LOCATED ALONG THE NORTH SIDE OF THE SITE. IT WILL DRAIN FROM THE WEST TO EAST AND INTO POND B, THAT WILL HAVE AN AVAILABLE VOLUME OF 2,428 CUBIC FEET. THE PEAK RUNOFF FROM THIS BASIN WILL BE 7.44 CFS AND AFTER ROUTING THROUGH POND B, WILL BE REDUCED TO 4.71 CFS THAT WILL BE CONVEYED VIA UNDERGROUND STORM PIPING TO POND C FOR FURTHER REDUCTION IN RUNOFF RATES.

BASIN PRO 3 WAS CREATED TO BE ABLE TO SIDE THE CROSS LOT DRAINAGE AND TO DETERMINE RUNOFF RATES WITHIN VALLEY COTTONWOOD DRIVE SW. THE PEAK RUNOFF RATE FOR THE ENTIRE BASIN IS 1.24 CFS INCLUDING THE 0.42 CFS THAT IS CONVEYED VIA THE TWO BACKYARD CROSS LOT DRAINAGE SWALES. EACH SIDE OF THE RETAINING WALL WILL NEED TO CONVEY 0.21 CFS.

BASIN PRO 4 IS LOCATED ALONG THE SOUTHERN SIDE OF THE SITE AND GENERATES A PEAK RUNOFF RATE OF 6.73 CFS. BACKYARD CROSS LOT DRAINAGE WILL DRAIN 6 LOTS AND GENERATE A PEAK RUNOFF RATE OF 0.17 CFS. EXCESS RUNOFF FROM THIS BASIN WILL DRAIN TO A SERIES OF CATCH BASINS NEAR THE INTERSECTION OF MOUNTAIN ASH AVE SW AND VALLEY COTTONWOOD DR SW. EACH SIDE OF THE ROAD WILL NEED TO COLLECT A PEAK RUNOFF RATE OF 3.37 CFS. THIS CAN EASILY BE ACCOMPLISH VIA A TYPE A INLET PER DPM FIGURE 6.9.9. RUNOFF WILL THEN BE CONVEY TO POND C.

BASIN PRO 5 IS LOCATED ALONG THE EASTERN SIDE OF THE SITE. EXCESS RUNOFF FROM THIS BASIN IS 1.55 CFS. A SMALL PORTION WILL BE DRAINED VIA A CROSS LOT DRAINAGE SWALE INTO POND C. THE REMAINDER OF THE BASIN WILL DRAIN INTO VALLEY COTTONWOOD DR SW AND INTO POND C BY A TYPE A CATCH BASIN ON EACH SIDE OF THE ROAD IN A SUMP CONDITION.

POND C HAS BEEN SIZED TO CONTAIN THE WATER QUALITY VOLUME OF 3,157 CUBIC FEET. AS MENTIONED IN THE EXISTING CONDITIONS, THE PRIOR GRADING AND DRAINAGE PLANS INDICATED THIS SITE WAS DESIGNED TO RELEASE 25.59 CFS AND THEREFORE THE FULLY DEVELOPED PEAK FLOWRATE OF 17.44 CAN BE RELEASED WITHOUT ANY RESTRICTIONS.

THE UNDERGROUND STORM CONVEYANCE SYSTEM WILL BE SIZED TO CONVEY 10.19 CFS INTO GIBSON BOULEVARD SW AND OVER TO AN EXISTING STORM DRAINAGE SYSTEM AT STAMPEDE DRIVE SW. BECAUSE THE PRIVATE STORM DRAINAGE FORMERLY CONVEYED THE 10.21 CFS INTO THE SAME SYSTEM, DOWNSTREAM CAPACITY WILL NOT BE AFFECTED BY CONNECTING INTO THE SYSTEM.

THE SITE DOES CONTAIN A SINGLE BASIN (LABELED OFF BASIN EX 1) THAT IS LOCATED UNDER THE POWERLINES AND THEREFORE NOT REALLY PART OF THE DEVELOPED PROPERTY. THIS BASIN HAS BEEN DESIGNED TO HAVE FULL 100 YEAR EVENT RETENTION. SHOULD THIS POND BE EXCEEDED THE EXCESS RUNOFF WOULD ENTER GIBSON BOULEVARD SW.

VII. CONCLUSIONS

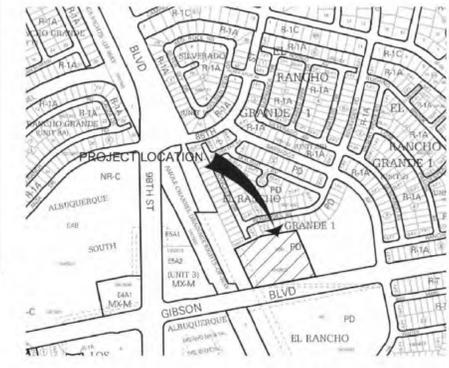
THE PROPOSED SUBDIVISION HAS BEEN DESIGNED TO DIVERT STREET AND ROOF RUNOFF INTO A SERIES OF WATER QUALITY PONDS PRIOR TO BEING CONVEYED VIA A NEW UNDERGROUND STORM PIPING SYSTEM CONNECTING TO THE EXISTING PUBLIC STORM DRAINAGE SYSTEM AT GIBSON BOULEVARD SW, AND STAMPEDE DRIVE SW. THE PROPOSED PEAK RATE (DEVELOPED FLOW 10.21 CFS) IS WELL BELOW THE ALLOWABLE OF 25.59 CFS, THERE SHOULD BE NOT AFFECT TO DOWNSTREAM FACILITIES.

Drainage Summary						
Project:	SOMBRA DEL OESTE					
Project Number:	02/05/22					
Date:	Dave					
By:						
Site Location						
Precipitation Zone	1 Per COA DPM Chapter 6					
Existing summary						
Basin Name	Ex Basin 1	OFF EX 1				
Area (sf)	209537	20372				
Area (acres)	4.81	0.47				
%A Land treatment	0	0				
%B Land treatment	100	100				
%C Land treatment	0	0				
%D Land treatment	0	0				
Soil Treatment (acres)						
Area "A"	0.00	0.00				
Area "B"	4.81	0.47				
Area "C"	0.00	0.00				
Area "D"	0.00	0.00				
Excess Runoff (acre-feet)						
100yr. 6hr.	0.2926	0.0285	acre-ft.			
10yr. 6hr.	0.1042	0.0101	acre-ft.			
2yr. 6hr.	0.0040	0.0004	acre-ft.			
100yr. 24hr.	0.2926	0.0285	acre-ft.			
Peak Discharge (cfs)						
100 yr.	10.39	1.01	cfs			
10yr.	3.90	0.39	cfs			
2yr.	0.10	0.01	cfs			
Proposed summary						
Basin Name	Pro Basin 1	Pro Basin 2	Pro Basin 3	Pro Basin 4	Pro Basin 5	OFF EX 1
Area (sf)	8852	87670	18111	75264	19633	20372
Area (acres)	0.203	2.013	0.416	1.728	0.451	0.47
%A Land treatment	0	0	0	0	0	0
%B Land treatment	100.0	21.5	57.6	11.6	34.9	100
%C Land treatment	0	0	0	0	0	0
%D Land treatment	0.0	78.5	42.4	88.4	65.1	0
Soil Treatment (acres)						
Area "A"	0.00	0.00	0.00	0.00	0.00	0.00
Area "B"	0.20	0.43	0.24	0.20	0.16	0.47
Area "C"	0.00	0.00	0.00	0.00	0.00	0.00
Area "D"	0.00	1.58	0.18	1.53	0.29	0.00
Excess Runoff (acre-feet)						
100yr. 6hr.	0.0124	0.3212	0.0475	0.2973	0.0644	0.0285
10yr. 6hr.	0.0044	0.1976	0.0262	0.1853	0.0384	0.0101
2yr. 6hr.	0.0002	0.0124	0.0137	0.1173	0.0226	0.0004
100yr. 24hr.	0.0124	0.3633	0.0522	0.3380	0.0722	0.0285
Peak Discharge (cfs)						
100 yr.	0.44	7.44	1.24	6.73	1.55	1.01
10yr.	0.16	4.41	0.65	4.09	0.88	0.38
2yr.	0.00	2.47	0.28	2.39	0.46	0.01
Water Quality Ponding Volume (cf)						
Water Quality Acre Feet	0.0	2407.9	268.6	2328.4	447.5	0.0 cf
Water Quality Acre Feet	0.0000	0.0553	0.0062	0.0535	0.0103	0.0000

Pond Routing and Volumes							
Incoming Flow Rate	Qm	Basin 1	Basin 2	Basin 3	Basin 4	Basin 5	Off Ex 1
Allocatable Discharge Rate	Qout	0.00	4.71	0.50	4.50	0.54	0.00
Hydrology Zone		1	1	1	1	1	10.21 Total
Area Total	At	0.203	2.013	0.416	1.728	0.451	0.480
Area Type A	Aa	0	0	0	0	0	0
Area Type B	Ab	0	35	35	35	35	100%
Area Type C	Ac	0	20	20	20	20	100%
Area Type D Impervious	Ad	0	0	0	0	0	0%
Excess runoff rates							
A	0.44	0.44	0.44	0.44	0.44	0.44	
B	0.67	0.67	0.67	0.67	0.67	0.67	
C	0.99	0.99	0.99	0.99	0.99	0.99	
D	1.91	1.91	1.91	1.91	1.91	1.91	
Weighted (Excess Runoff)							
Time to Peak		1.52	1.52	1.52	1.52	1.52	0.67
Time to Peak		0.2	1.2	2.2	3.2	4.2	5.2
+0.75 (+1.6 AS/AJ12)		0.228	0.028	1.628	2.328	3.028	3.728
Time of Base		1.341	0.728	0.931	0.683	0.792	0.600
+2.075 (+4.0 AS/AJ12)		0.138	0.138	0.138	0.138	0.138	0.000
Time to end of peak		0.355	1.055	1.755	2.455	3.155	3.770
Time when storage begins		0.000	0.087	0.654	1.597	0.977	0.000
Time when storage ends		0.325	0.671	0.278	0.507	0.377	0.333
Volume Required during storm	acre-inch	1176	2428	1011	840	1592	1360
Volume Required during storm	cf	1176	2428	1011	840	1592	1360
Volume Stored in basin during storm	cf	1412	1968	1324	1324	2160	1200
Top Area		860	1241	488	488	1260	
Bottom Area		5012.23	5099.25			5096.73	5113.50
Bot Elev		5010.73	5097.75			5095.23	5112.75
Volume Available by ponds							
Volume Available Total by basin	cf	1704	2428	3157	1200	1200	
	cf	1719	2428	3157	1200	1200	



C4 FEMA FLOOD ZONE
NOT TO SCALE

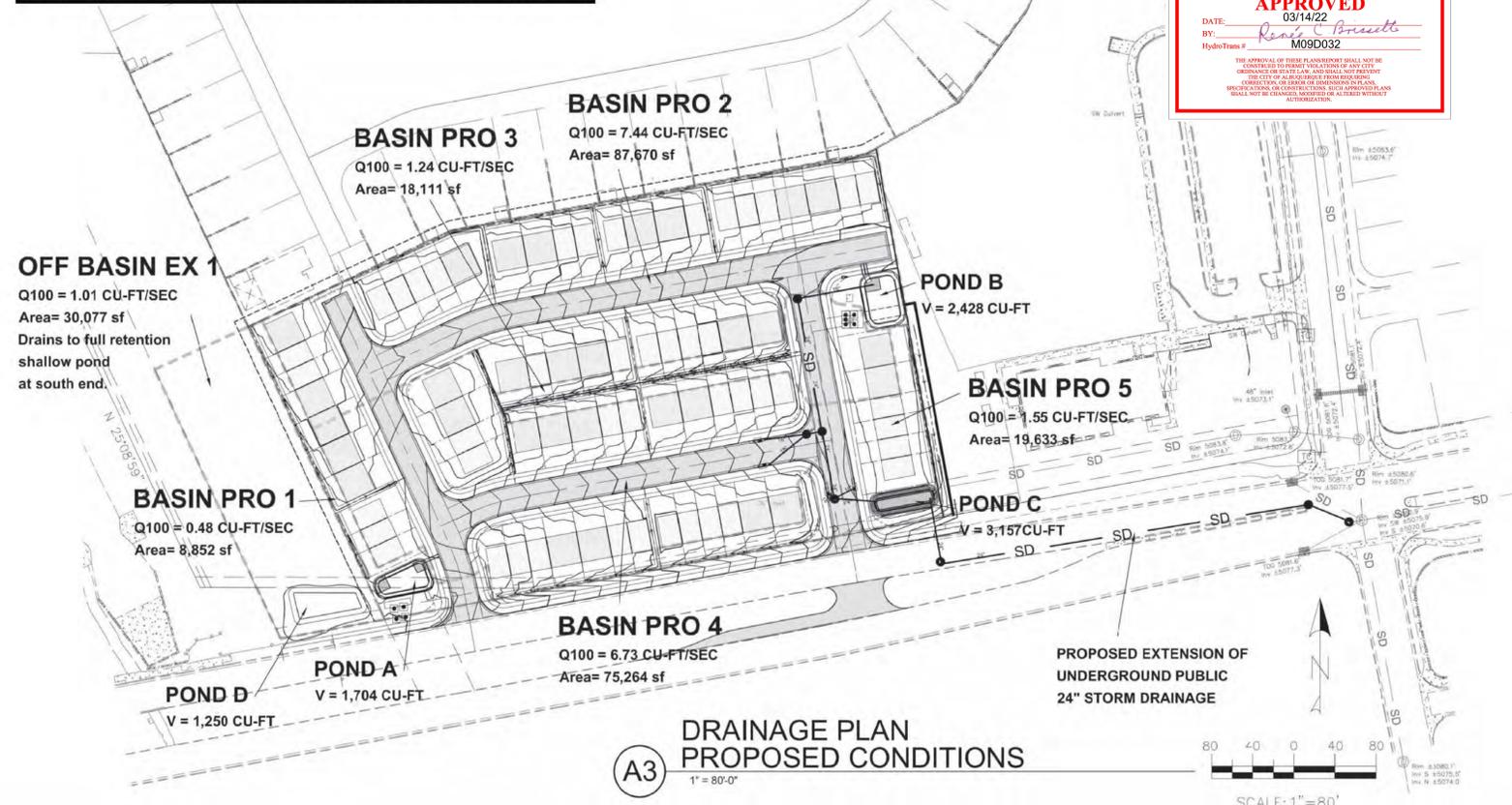


D5 ZONE ATLAS PAGE M-09
NOT TO SCALE

FLOOD ZONE DETERMINATION

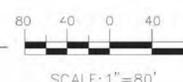
The surveyed area, as shown hereon, appears to lie within "ZONE X" (areas determined to be outside the 0.2% annual chance floodplain), shown on National Flood Insurance Program Flood Insurance Rate Map 35001C0336H REVISED 08/16/2012.

City of Albuquerque
Planning Department
Development Review Services
HYDROLOGY SECTION
APPROVED
DATE: 03/14/22
BY: *Renee C. Brantley*
HydroTrns # M09D032



A3

DRAINAGE PLAN
PROPOSED CONDITIONS
1" = 80'-0"



Tompson Engineering Consultants, Inc.
tcom@tjpro.com
P.O. BOX 657700
ALBUQUERQUE, NM 871 93
PHONE: (505) 271-9156
FAX: (505) 650-9246

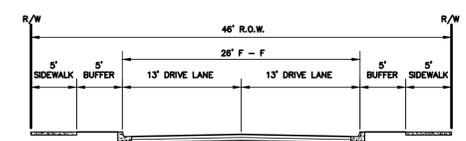
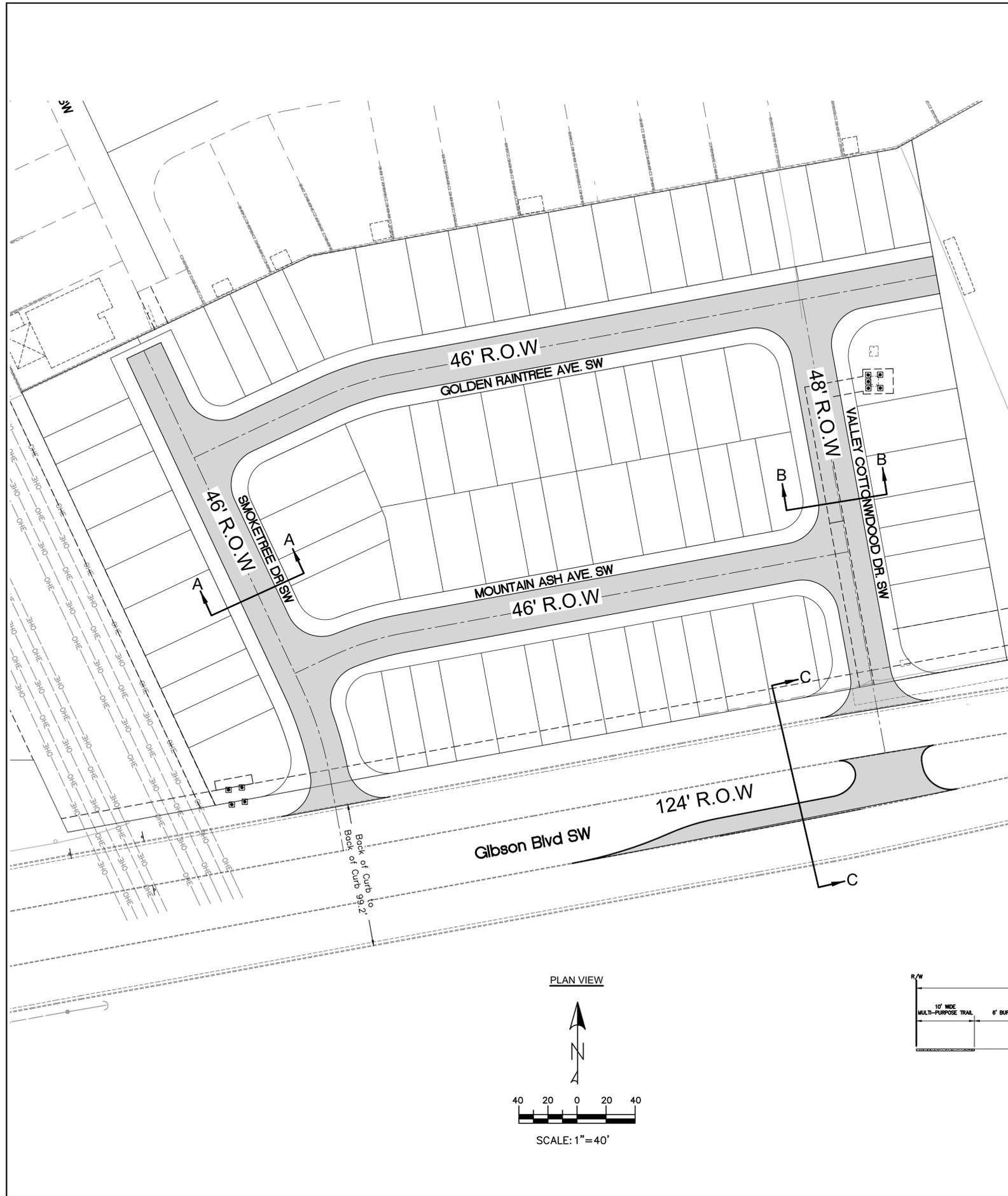
NO.	REVISION	DATE	BY

PROJECT: **SOMBRA DEL OESTE**
DRAWN BY: DEM
CHECKED BY:
DATE: **03/14/22**
HORIZ. SCALE:
VERT. SCALE:
FILE:

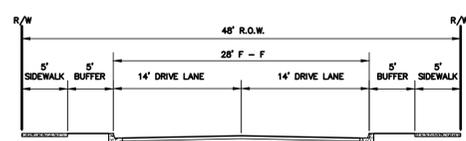
CITY/COUNTY REVIEW	DATE
DEPARTMENT	
WASTEWATER MGMT. DIV.	
WATER SERVICES	
SUBDIVISION ENG.	
STREETS	
TRAFFIC	

FOR CITY/COUNTY USE ONLY

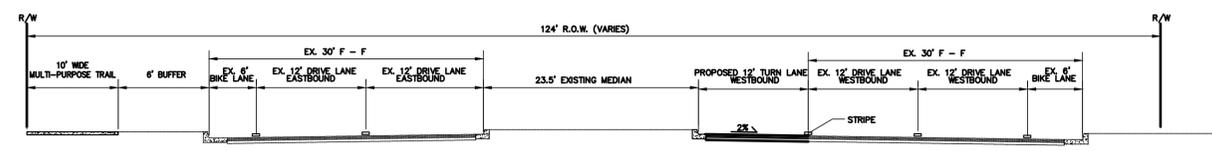
SHEET No. **CD1 of 2**



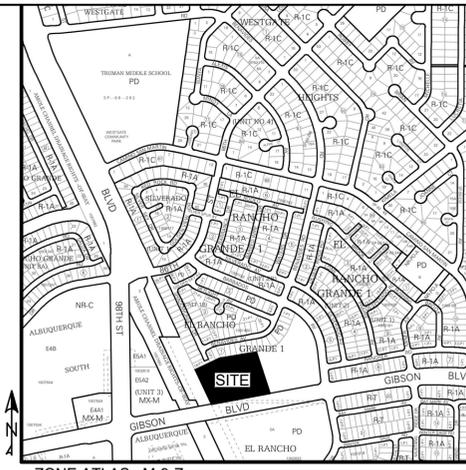
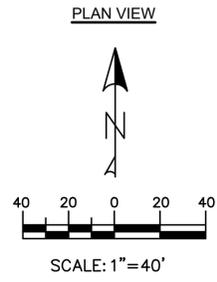
SECTION A-A
GOLDEN RAIN TREE AVENUE SW, MOUNTAINASH AVENUE SW, SMOKETEE DRIVE SW



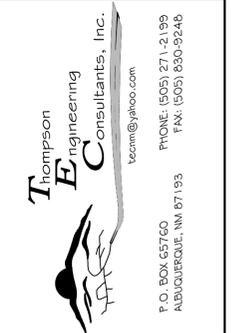
SECTION B-B
VALLEY COTTONWOOD DRIVE SW



SECTION C-C
GIBSON BOULEVARD SW



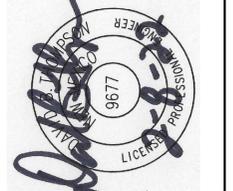
ZONE ATLAS : M-9-Z



Thompson
Engineering
Consultants, Inc.
P.O. BOX 65760 ALBUQUERQUE, NM 87193
PHONE: (505) 271-2199 FAX: (505) 630-9246
tscnm@yahoo.com

NO.	REVISION	BY	DATE

PROJECT:	DRAWN BY: DEM
DATE:	CHECKED BY:
HORIZ. SCALE:	APPROVED BY:
VERT. SCALE:	FILE:



SOMBRA DEL OESTE

STREET SECTIONS

CITY/COUNTY REVIEW		DATE
DEPARTMENT	SIGN-OFF	
WASTEWATER MGMT. DIV.		
WATER SERVICES		
SUBDIVISION ENG.		
STREETS		
TRAFFIC		

November 15, 2021

Chair

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Vice Chair

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Walt Benson
County of Bernalillo
Commissioner, District 4

Pat Davis
City of Albuquerque
Councilor, District 6

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Charlene Pyskoty
County of Bernalillo
Commissioner, District 5

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

David B. Thompson
Thompson Engineering Consultants, Inc.
PO Box 65760
Albuquerque, NM 87120

RE: Water and Sanitary Sewer Availability Statement #211030
Project Name: Homewise Solare Townhome Subdivision
Project Address: 8801 Gibson Boulevard SW
Legal Description: Tract 12-B-1 of El Rancho Grande Subdivision
UPC: 100905533402040127
Zone Atlas Map: M-09

Dear Mr. Thompson:

Project Description: The subject site is located at the northwest corner of Barbados Avenue and Gibson Boulevard within the City of Albuquerque. The proposed development consists of approximately 6.12 acres and the property is currently zoned PD for planned development. The property lies within the Pressure 2WR in the Atrisco Trunk. The request for availability indicates plans to subdivide and develop the lot for a 75-lot townhome subdivision. There is an existing charter school within the platted area, just east of the proposed townhomes.

Existing Conditions: Water infrastructure in the area consists of the following:

- Four-inch PVC distribution line (project #26-6456.87-04) along Shadowcast Drive.
- 12-inch PVC distribution line (project #26-6456.81-04) along Barbados Avenue.
- 12-inch PVC well collector line (project #26-2499-87) along Gibson Boulevard.

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch PVC sanitary sewer collector (project #26-6456.88-04) along Barbados Drive, south of Gibson Boulevard.

Water Service: New metered water service to the property can be provided contingent upon a developer funded project to extend an eight-inch distribution main from the 12-inch distribution line along Barbados Avenue. It shall extend along the northern side of Gibson Avenue and shall enter the site at the eastern access aisle. It will extend such that each lot will receive perpendicular connection. The main shall extend to the southwest corner of the property at Gibson Boulevard, in order to facilitate future looped connections to the west or the south.

Upon completion of the infrastructure construction, the development may receive service via routine connection to the proposed eight-inch distribution main along the access aisle internal to the site. The engineer is responsible for determining pressure losses and sizing of the service line(s) downstream of the public water line to serve the proposed development.

Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service. Each legally

platted property shall have individual, independent water services. No property shall share a water service with any other property.

Existing service lines and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main. For fire lines, the line shall be capped near the public valve and valve access shall be grouted and collar removed.

Non-Potable Water Service: Currently, there is no non-potable infrastructure available to serve the subject property.

Sanitary Sewer Service: New sanitary sewer service to the property can be provided contingent upon a developer funded project to extend an eight-inch collector from manhole N09-082 at Stampede Drive. The collector shall extend north across Gibson Boulevard then west along Gibson Boulevard to the eastern access point to the subdivision. It will then extend into the site cover the frontage of each lot. Each extension shall terminate at a manhole. No property shall share a private sewer service with any other property. The engineer is responsible for sizing the service line(s) upstream of the public sanitary sewer line to serve the proposed development.

Fire protection: A standard fire hydrant flow of 1,000 gallons-per-minute has been applied to the proposed infrastructure. There are four hydrants proposed for this site. As modeled using InfoWater™ computer software, the fire flow can be met. The analysis was performed by simulating the required fire flow at the north-western proposed hydrant.

All new required hydrants as well as their exact locations must be determined through the City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

Cross Connection Prevention: Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows:

1. Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or
2. Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principle backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection).

Contact Cross Connection at (505) 289-3439 for more information.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service. Side yard easements are not acceptable for either water or sanitary sewer.

Pro Rata: Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction: Design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the City of Albuquerque via the Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and bonded public utility contractor.

Utility Expansion Charge (UEC): In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized. Per the Rate Ordinance, each customer classification on the same premise requires a separate meter.

Contact Customer Service at (505) 842-9287 (option 3) for more information regarding account fees.

Water Use: All new development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita per day. Where available, outdoor water usage shall utilize reclaimed water.

Closure: This availability statement provides a commitment from the Water Authority to provide services to the development, as long as identified conditions are met. It will remain in effect for a period of one year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps
f/ Availability Statement #211030

211030 - Water



Legend

Project Location

Valve

Hydrant

Pipe SUBTYPE

Distribution Line

Hydrant Leg

Well Collector Line

0 410 820 Feet



--- General Map Keyed Notes

1. --- Proposed Waterline Extension

2. --- Proposed Fire Hydrants

--- Fire Flow Analysis Points

1. --- Analysis Point



211030 - Sanitary Sewer



Legend

Project Location

Sewer Manhole

Sewer Pipe

SUBTYPE

COLLECTOR

INTERCEPTOR

0 410 820 Feet



--- General Map Keyed Notes

1. --- Proposed Sewer Extension

