

February 8, 2019

Ms. Kym Dicome, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: Alameda Crossings (Lots 7-10 and 23-26, Block 29, North Albuquerque Acres, Tract A, Unit B) -
Final Plat DRB 1011527

Dear Ms. Dicome:

Enclosed for Development Review Board (DRB) final plat are copies of the following information:

- Development Review Application
- Form S2
- Seven (7) copies of each of the Final Plat
- Three (3) Perimeter Wall Exhibits
- Zone Atlas Page
- Copy of recorded IIA

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents the development at North Albuquerque Acres, approximately 8.0088 acres subdivided into 34 single family residential lots of varying sizes to be developed in a single phase. We request that this item be scheduled for the next appropriate DRB hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,
Bohannon Huston, Inc.



Yolanda Padilla Moyer, P.E.
Senior Project Manager
Community Development and Planning Group

Enclosures

Cc: Kevin Patton, Pulte Group



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

Administrative Decisions	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	Policy Decisions
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input checked="" type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION		
Applicant: Pulte Development of New Mexico		Phone: 505-341-9850
Address: 7601 Jefferson St NE Suite 320		Email: kevin.patton@pultegroup.com
City: Albuquerque	State: NM	Zip: 87109
Professional/Agent (if any): Bohannon Huston Inc.		Phone: 505-823-1000
Address: 7500 Jefferson St NE		Email: ypadilla@bhinc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List <u>all</u> owners:	

BRIEF DESCRIPTION OF REQUEST
Final Plat Approval

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Lots 7-10 and 23-26, Tract A	Block: 29	Unit: B
Subdivision/Addition: North Albuquerque Acres	MIRGCD Map No.:	UPC Code: 101806437035410226
Zone Atlas Page(s): C-18-Z	Existing Zoning:	Proposed Zoning: No change
# of Existing Lots: 8	# of Proposed Lots: 34	Total Area of Site (acres): 8.0088

LOCATION OF PROPERTY BY STREETS		
Site Address/Street: North of Signal Avenue/ South of Alameda Boulevard	Between: San Pedro Drive	and: Louisiana Boulevard

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

Signature: <i>Yolanda Padilla Moyer</i>	Date: 2/8/19
Printed Name: Yolanda Padilla Moyer	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY		
Case Numbers	Action	Fees
-		
-		
-		
Meeting/Hearing Date:	Fee Total:	
Staff Signature:	Date:	Project #

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.

A single PDF file of the complete application including all plans and 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 on a CD.

A Variance – DRB for the Bulk Transfer of Land requires application on Form V in addition to this FORM S2.

INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS

- Interpreter Needed for Hearing? if yes, indicate language: _____
- Zone Atlas map with the entire site clearly outlined and labeled

SKETCH PLAT REVIEW AND COMMENT

- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (7 copies, folded)
- Letter describing, explaining, and justifying the request

MAJOR SUBDIVISION FINAL PLAT APPROVAL

- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Copy of recorded IIA
- DXF file and hard copy of final plat data for AGIS submitted and approved
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer

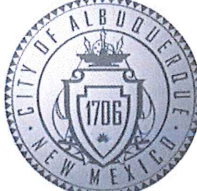
MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL

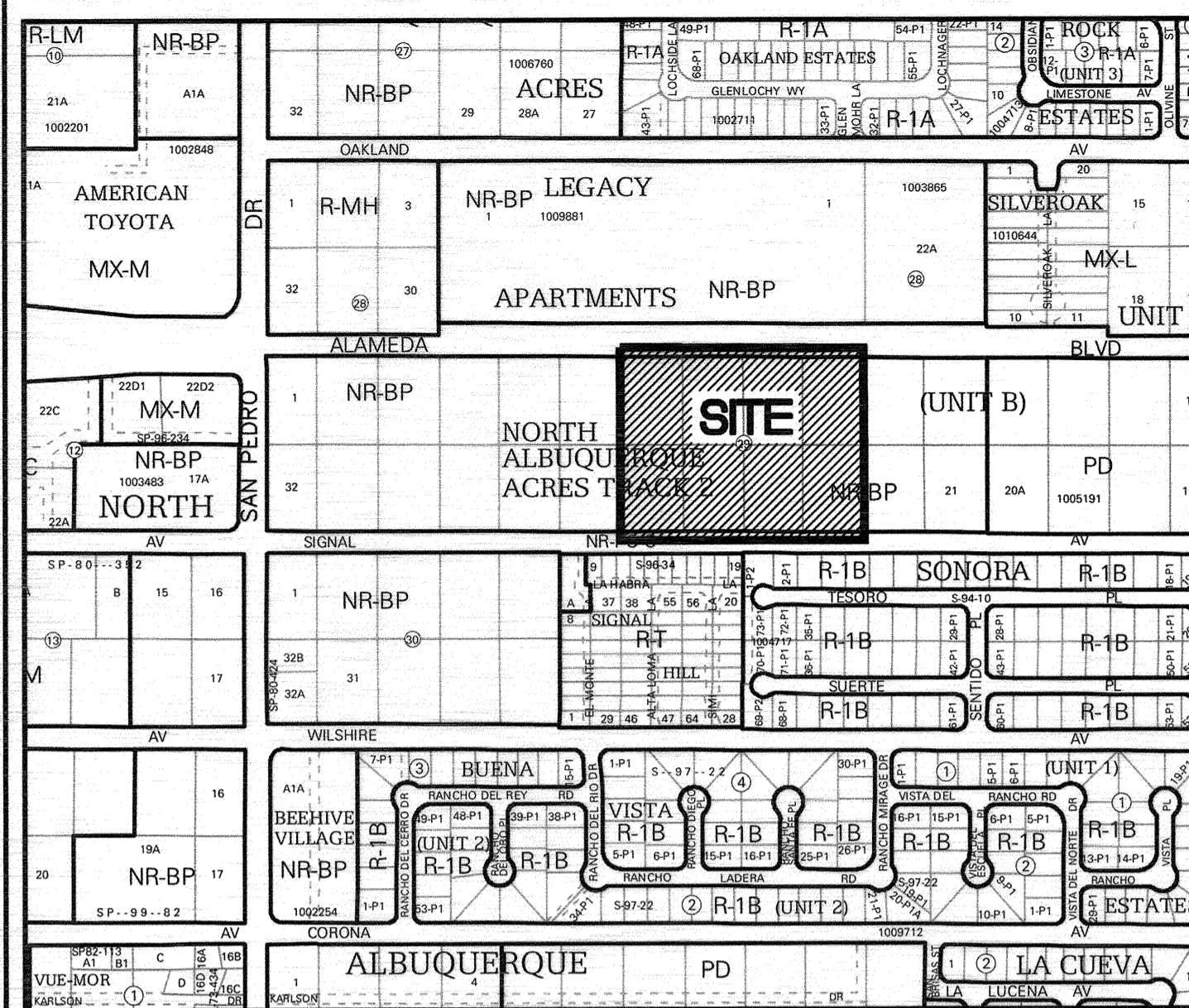
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Cross sections of proposed streets (3 copies, 11" by 17" maximum)
- 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 (7 copies, folded)
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(l)
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Proposed Infrastructure List, if applicable
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

MINOR AMENDMENT TO PRELIMINARY PLAT

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Infrastructure List, if applicable
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)

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.

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: <i>Yolanda Padilla Moran</i></p>	<p>Date: <i>2-8-19</i></p>
<p>Printed Name: <i>Yolanda Padilla Moran</i></p>	<p><input type="checkbox"/> Applicant or <input type="checkbox"/> Agent</p>
<p>FOR OFFICIAL USE ONLY</p>	
<p>Project Number:</p>	<p>Case Numbers</p>
<p> </p>	<p style="text-align: center;">-</p>
<p> </p>	<p style="text-align: center;">-</p>
<p> </p>	<p style="text-align: center;">-</p>
<p>Staff Signature:</p>	
<p>Date:</p>	



Vicinity Map - Zone Atlas C-18-Z

N.T.S.

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.

Legal Description

LOTS NUMBERED SEVEN (7), EIGHT (8), NINE (9), TEN (10), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), AND TWENTY-SIX (26) IN BLOCK NUMBERED TWENTY-NINE (29), OF TRACT A, UNIT B, NORTH ALBUQUERQUE ACRES, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON APRIL 24, 1936, IN PLAT BOOK D, FOLIO 130.

Free Consent and Dedication

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF DO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITIES EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR BURIED DISTRIBUTION LINES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THEIR RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

PULTE HOMES OF NEW MEXICO, INC.

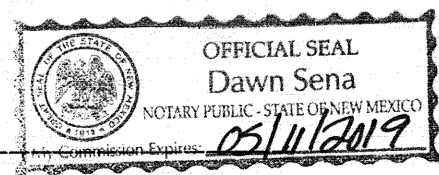
Kevin Patton
 KEVIN PATTON
 DIRECTOR OF LAND PLANNING AND ENTITLEMENTS
 PULTE HOMES OF NEW MEXICO, INC.

2/7/19
 DATE

STATE OF New Mexico)
 COUNTY OF Bernalillo) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Feb 7, 2019
 BY: KEVIN PATTON, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS, PULTE HOMES

By: *Dawn Sena*
 NOTARY PUBLIC



MY COMMISSION EXPIRES 05/11/2019

Indexing Information

Projected Section 13, Township 11 North, Range 3 East,
 N.M.P.M. Elena Gallegos Grant
 Subdivision: North Albuquerque Acres Tract A, Unit B
 Owner: PULTE HOMES OF NEW MEXICO, INC.
 UPC #: 101806437035410226 (Lot 7)
 #: 101806438635410225 (Lot 8)
 #: 101806440335410224 (Lot 9)
 #: 101806442035410223 (Lot 10)
 #: 101806442033010210 (Lot 23)
 #: 101806440333010209 (Lot 24)
 #: 101806438633010208 (Lot 25)
 #: 101806437033010207 (Lot 26)

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 ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

Subdivision Data

GROSS ACREAGE. 8.0088 ACRES
 ZONE ATLAS PAGE NO. C-18-Z
 NUMBER OF EXISTING LOTS. 8
 NUMBER OF LOTS CREATED. 34
 NUMBER OF TRACTS CREATED. 5
 MILES OF FULL-WIDTH STREETS. 0.3214 MILES
 MILES OF HALF-WIDTH STREETS. 0.000 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 1.3939 ACRES
 DATE OF SURVEY. DECEMBER 2018

Notes

1. FIELD SURVEY PERFORMED IN FEBRUARY 2018.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES MODIFIED NEW MEXICO STATE PLANE COORDINATES (NAD 83-GROUND) USING GROUND TO GRID FACTOR OF 0.999657874.
4. LOT LINES TO BE ELIMINATED SHOWN HEREON AS
5. TRACTS A-E TO BE OWNED BY THE HOA.

Documents

1. TITLE COMMITMENTS PROVIDED BY FIRST AMERICAN TITLE, HAVING FILE NO. 2297728 WITH AN EFFECTIVE DATE OF JANUARY 17, 2018; AND FILE NO. 2297726 WITH AN EFFECTIVE DATE OF JANUARY 18, 2018.
2. PLAT OF NORTH ALBUQUERQUE ACRES, TRACT A, UNIT B, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 24, 1936, IN PLAT BOOK D, FOLIO 130.
3. CITY OF ALBUQUERQUE RIGHT OF WAY MAP FOR ALAMEDA BOULEVARD HAVING CITY OF ALBUQUERQUE PROJECT NO. 7663.91.

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.

Treasurer's Certificate

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

 PROPERTY OWNER OF RECORD

 BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Alameda Crossings
 Being Comprised of
 Lots 7-10 and 23-26, Block 29
 North Albuquerque Acres
 Tract A, Unit B
 City of Albuquerque
 Bernalillo County, New Mexico
 February 2019**

Project Number: _____

Application Number: _____

Plat Approvals:

- PNM Electric Services
- Qwest Corp. d/b/a CenturyLink QC
- New Mexico Gas Company
- Comcast

City Approvals:

Steven M. Rumbauer P.S. 2/6/19
 City Surveyor

 Traffic Engineer

 ABCWUA

 Code Enforcement

 AMAFCA

 City Engineer

 DRB Chairperson, Planning Department

 Real Property Division

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 OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, 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. 2/6/19
 Will Plotner Jr. Date
 N.M.R.P.S. No. 14271



CSI-CARTESIAN SURVEYS INC.

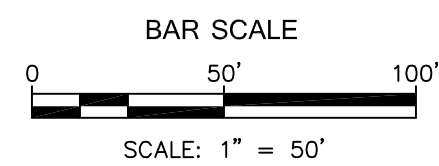
P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 wplotnerjr@gmail.com

Legend

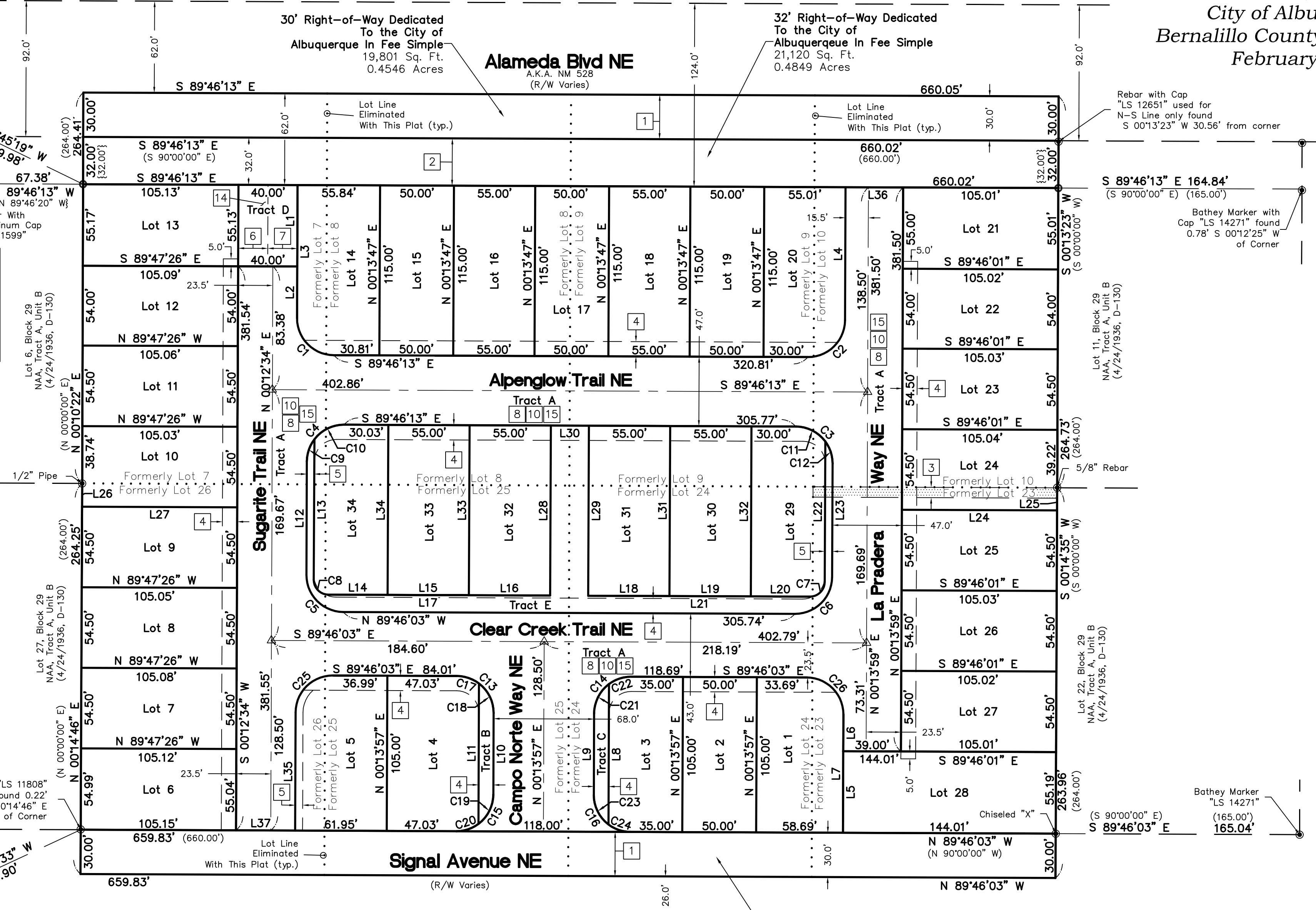
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES	●	FOUND MONUMENT AS INDICATED
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (4/24/1936, D-130)	○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
{N 90°00'00" E}	RECORD BEARINGS AND DISTANCES (CITY OF ALBUQUERQUE RIGHT OF WAY MAP HAVING C.O.A. PROJECT NO. 7663.91)	LOT LINE ELIMINATED WITH THIS PLAT
△	SET CENTERLINE MONUMENT "LS 14271"	HOA	HOME OWNER'S ASSOCIATION

**Plat for
Alameda Crossings
Being Comprised of
Lots 7-10 and 23-26, Block 29
North Albuquerque Acres
Tract A, Unit B
City of Albuquerque
Bernalillo County, New Mexico
February 2019**

ACS Monument "10_C18"
NAD 1983 CENTRAL ZONE
X=1542565.263*
Y=1524123.885*
Z=5222.09* (NAVD 1988)
G-G=0.999665042
Mapping Angle=-0°11'19.43"
*U.S. SURVEY FEET



ACS Monument "9_C18"
NAD 1983 CENTRAL ZONE
X=1542501.428*
Y=1521497.624*
Z=5232.47* (NAVD 1988)
G-G=0.999664563
Mapping Angle=-0°11'19.69"
*U.S. SURVEY FEET



Rebar with Cap "LS 12651" used for N-S Line only found S 00°13'23" W 30.56' from corner

Bathey Marker with Cap "LS 14271" found 0.78' S 00°12'25" W of Corner

30' Right-of-Way Dedicated to The City of Albuquerque In Fee Simple
19,795 Sq. Ft.
0.4544 Acres

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
Alameda Crossings
Being Comprised of
Lots 7-10 and 23-26, Block 29
North Albuquerque Acres
Tract A, Unit B
City of Albuquerque
Bernalillo County, New Mexico
February 2019**

Easement Notes

- 1 EXISTING 30' ROADWAY EASEMENT (04/24/1936, D-130) DEDICATED TO THE CITY OF ALBUQUERQUE BY THE FILING OF THIS PLAT
- 2 32' RIGHT OF WAY DEDICATION TO THE CITY OF ALBUQUERQUE BY THE FILING OF THIS PLAT
- 3 EXISTING 7' PNM AND MST&T EASEMENT (10/9/1979, BK. MISC. 723, PG. 604) VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS
- 4 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 5 5' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 6 20' PUBLIC WATER LINE EASEMENT GRANTED TO THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY WITH THE FILING OF THIS PLAT
- 7 20' PRIVATE STORM DRAIN EASEMENT BENEFITING THE OWNERS OF LOTS 1-34 AND MAINTAINED BY THE HOA, GRANTED WITH THE FILING OF THIS PLAT. SEE DRAINAGE EASEMENT NOTE BELOW.
- 8 PRIVATE STORM DRAIN EASEMENT, PRIVATE DRAINAGE EASEMENT AND PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT ACROSS TRACT A TO BE MAINTAINED BY AND BENEFITING THE HOA, GRANTED WITH THE FILING OF THIS PLAT. SEE DRAINAGE NOTE BELOW.
- 9 INTENTIONALLY OMITTED
- 10 BLANKET SUBSURFACE PUBLIC SANITARY SEWER AND PUBLIC WATER EASEMENT GRANTED TO THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY ACROSS TRACT A WITH THE FILING OF THIS PLAT
- 11 INTENTIONALLY OMITTED
- 12 INTENTIONALLY OMITTED
- 13 INTENTIONALLY OMITTED
- 14 BLANKET PRIVATE ACCESS AND SANITARY SEWER EASEMENT ACROSS TRACT D FOR THE USE AND BENEFIT OF LOT 13, TO BE MAINTAINED BY THE OWNERS OF LOT 13, GRANTED WITH THE FILING OF THIS PLAT.
- 15 PNM, NM GAS COMPANY, CENTURYLINK (QWEST), AND CABLE ONE SHALL HAVE THE RIGHT TO CROSS PRIVATE STREETS (TRACT A) AT LOCATIONS AS MUTUALLY AGREED UPON BY THE OWNER AND SAID NAMED PUBLIC UTILITY COMPANY

Line Table		
Line #	Direction	Length (ft)
L1	S 00°12'34" W	55.12'
L2	S 00°12'34" W	34.89'
L3	S 00°12'34" W	90.01'
L4	S 00°13'59" W	90.00'
L5	S 00°13'59" W	55.19'
L6	S 00°13'59" W	24.81'
L7	N 00°13'59" E	80.00'
L8	N 00°13'57" E	95.00'
L9	S 00°13'57" W	55.00'
L10	N 00°13'57" E	55.00'
L11	N 00°13'57" E	95.00'
L12	N 00°12'34" E	76.67'
L13	N 00°17'11" E	95.09'
L14	N 89°46'13" W	40.00'
L15	N 89°46'13" W	55.00'
L16	N 89°46'13" W	55.00'
L17	N 89°46'13" W	149.89'
L18	N 89°46'13" W	55.00'
L19	N 89°46'13" W	55.00'

Line Table		
Line #	Direction	Length (ft)
L20	N 89°46'13" W	40.00'
L21	N 89°46'13" W	150.00'
L22	S 00°13'59" W	95.00'
L23	S 00°13'59" W	76.68'
L24	S 89°46'01" E	105.04'
L25	S 00°14'35" W	15.28'
L26	N 00°14'46" E	15.76'
L27	N 89°47'26" W	105.01'
L28	N 00°15'49" E	115.00'
L29	N 00°13'47" E	115.00'
L30	S 89°46'14" E	25.74'
L31	N 00°13'47" E	115.00'
L32	N 00°13'47" E	115.00'
L33	N 00°15'49" E	115.00'
L34	N 00°15'49" E	115.00'
L35	S 00°12'34" W	79.99'
L36	S 89°46'13" E	39.00'
L37	N 89°46'03" W	40.00'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	39.26'	25.00'	89°58'47"	35.35'	S 44°46'50" E
C2	39.27'	25.00'	89°59'48"	35.35'	N 45°13'53" E
C3	39.27'	25.00'	90°00'12"	35.36'	N 44°46'07" W
C4	39.28'	25.00'	90°01'13"	35.36'	S 45°13'10" W
C5	39.26'	25.00'	89°58'37"	35.35'	S 44°46'45" E
C6	39.27'	25.00'	89°59'58"	35.36'	N 45°13'58" E
C7	15.71'	10.00'	89°59'48"	14.14'	N 45°13'53" E
C8	15.69'	10.00'	89°55'02"	14.13'	S 44°48'42" E
C9	16.19'	25.00'	37°06'16"	15.91'	S 18°45'42" W
C10	23.09'	25.00'	52°54'57"	22.28'	S 63°46'18" W
C11	23.18'	25.00'	53°08'01"	22.36'	N 63°12'13" W
C12	16.09'	25.00'	36°52'12"	15.81'	N 18°12'07" W
C13	39.27'	25.00'	90°00'00"	35.36'	N 44°46'03" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C14	39.27'	25.00'	90°00'00"	35.36'	S 45°13'57" W
C15	39.27'	25.00'	90°00'00"	35.36'	N 45°13'57" E
C16	39.27'	25.00'	90°00'00"	35.36'	S 44°46'03" E
C17	16.09'	25.00'	36°52'12"	15.81'	N 71°19'57" W
C18	23.18'	25.00'	53°07'48"	22.36'	N 26°19'57" W
C19	23.18'	25.00'	53°07'48"	22.36'	N 26°47'51" E
C20	16.09'	25.00'	36°52'12"	15.81'	N 71°47'51" E
C21	23.18'	25.00'	53°07'48"	22.36'	S 26°47'51" W
C22	16.09'	25.00'	36°52'12"	15.81'	S 71°47'51" W
C23	23.18'	25.00'	53°07'48"	22.36'	S 26°19'57" E
C24	16.09'	25.00'	36°52'12"	15.81'	S 71°19'57" E
C25	39.28'	25.00'	90°01'23"	35.36'	S 45°13'15" W
C26	39.27'	25.00'	90°00'02"	35.36'	N 44°46'02" W

Parcel Table		
Parcel Name	Area (Sq. Ft.)	Area (Acres)
Lot 1	6,028	0.1384
Lot 2	5,250	0.1205
Lot 3	5,202	0.1194
Lot 4	6,465	0.1484
Lot 5	6,373	0.1463
Lot 6	5,784	0.1328
Lot 7	5,728	0.1315
Lot 8	5,726	0.1314
Lot 9	5,724	0.1314
Lot 10	5,723	0.1314
Lot 11	5,725	0.1314
Lot 12	5,674	0.1303
Lot 13	5,797	0.1331
Lot 14	6,286	0.1443
Lot 15	5,750	0.1320
Lot 16	6,325	0.1452
Lot 17	5,750	0.1320
Lot 18	6,325	0.1452
Lot 19	5,750	0.1320
Lot 20	6,191	0.1421
Lot 21	5,776	0.1326

Parcel Table		
Parcel Name	Area (Sq. Ft.)	Area (Acres)
Lot 22	5,671	0.1302
Lot 23	5,724	0.1314
Lot 24	5,725	0.1314
Lot 25	5,725	0.1314
Lot 26	5,724	0.1314
Lot 27	5,724	0.1314
Lot 28	7,948	0.1825
Lot 29	5,669	0.1301
Lot 30	6,325	0.1452
Lot 31	6,325	0.1452
Lot 32	6,325	0.1452
Lot 33	6,325	0.1452
Lot 34	5,667	0.1301
Tract A	74,158	1.7024
Tract B	830	0.0190
Tract C	830	0.0190
Tract D	2,205	0.0506
Tract E	7,894	0.1812

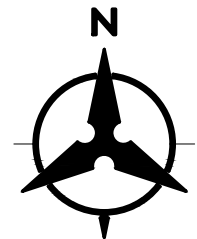
Drainage Facilities Maintenance Note

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" ["DETENTION AREAS"] ARE HEREBY DEDICATED BY THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND THE CONSTRUCTING AND MAINTAINING OF DRAINAGE FACILITIES [STORM WATER DETENTION FACILITIES] IN ACCORDANCE WITH THE STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION (UNLESS SHOWN ON THE APPROVED GRADING PLAN) MAY BE PLACED OR MAINTAINED IN THE 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 [DETENTION AREA] 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 THE DRAINAGE EASEMENT [DETENTION AREA] 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 THE 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, 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 OF THE GRANTOR'S FAILURE TO CONSTRUCT, MAINTAIN OR MODIFY SAID DRAINAGE FACILITY.

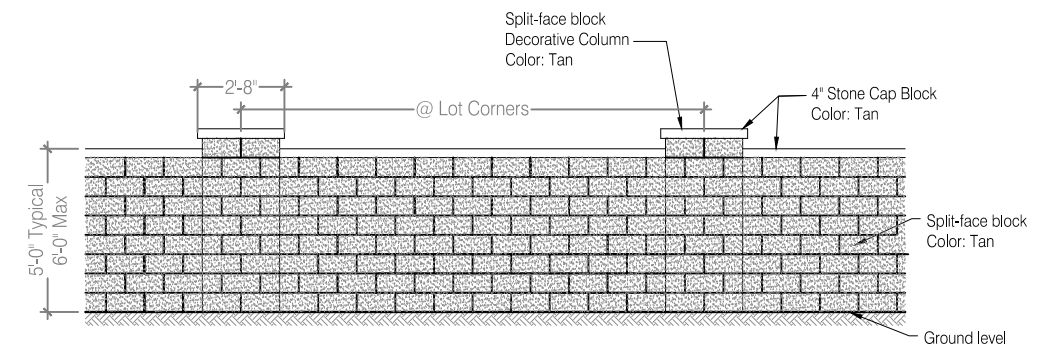
CSI-CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
wplotnerjr@gmail.com

EXHIBIT "E" CAMPO DEL NORTE PERIMETER WALL EXHIBIT APRIL 2018

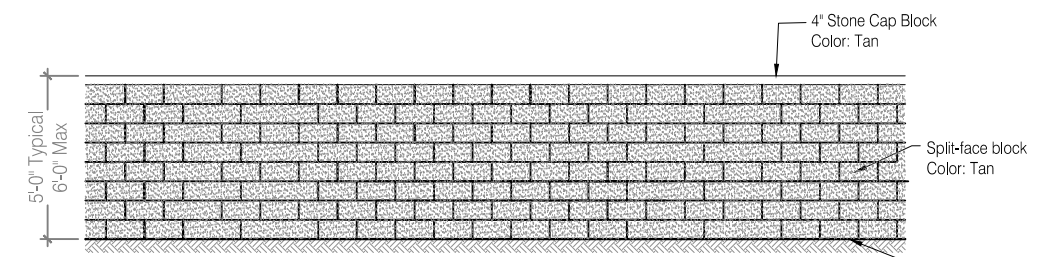


NOT TO SCALE

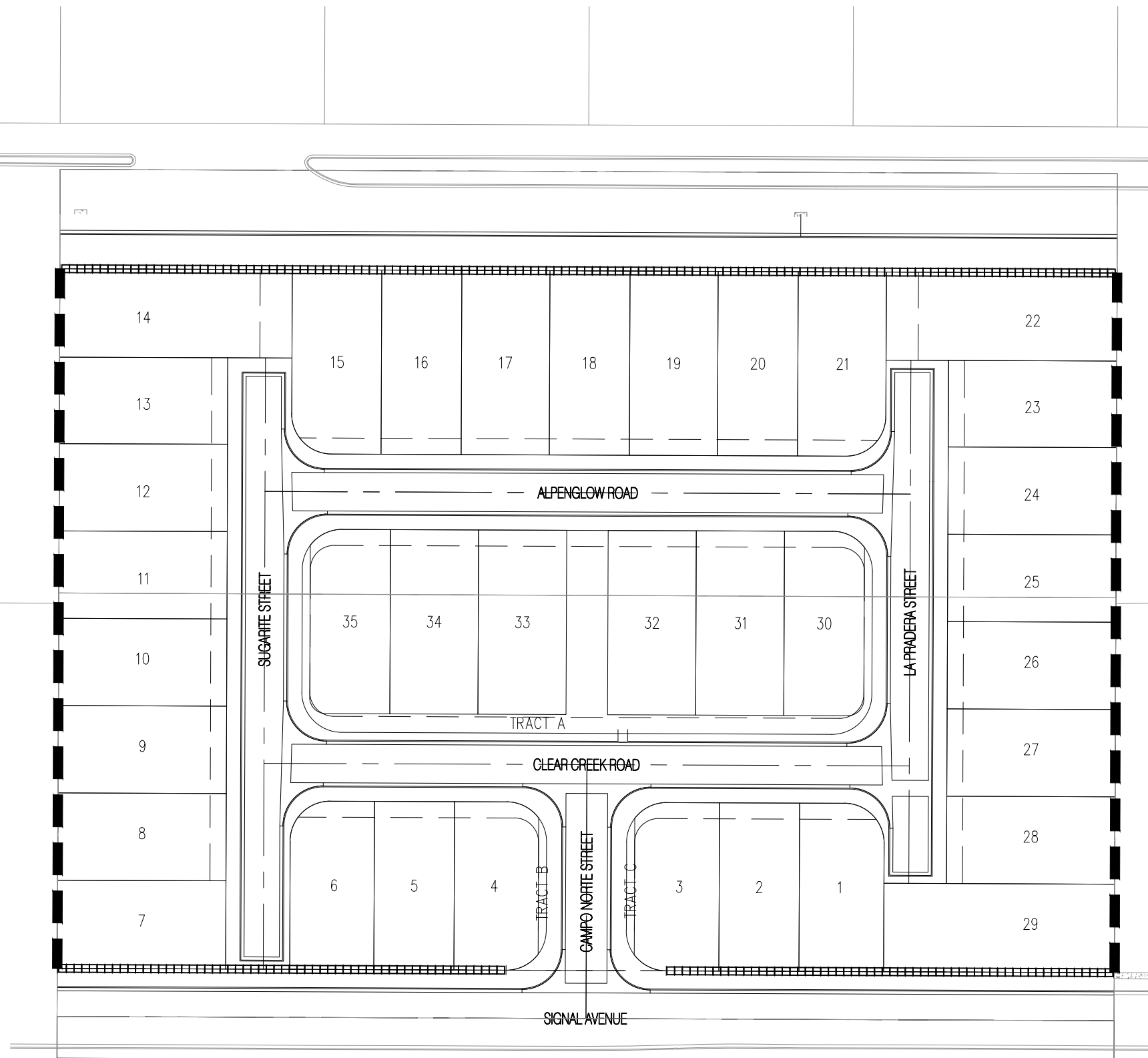
- PERIMETER WALL 'A' LOCATION
- PERIMETER WALL 'B' LOCATION

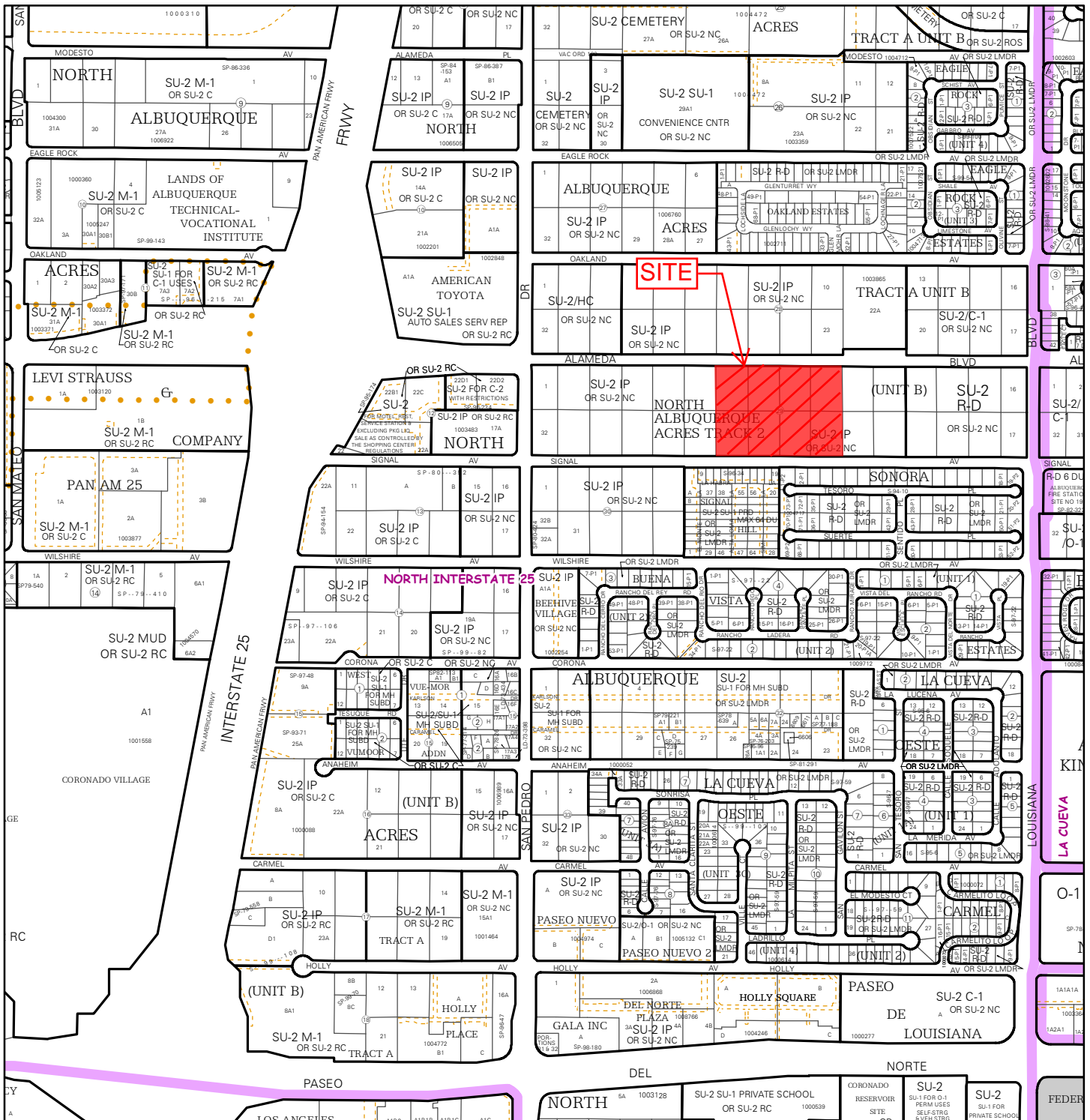


PERIMETER WALL TYPE 'A'

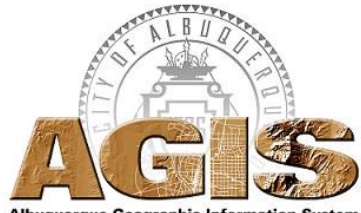


PERIMETER WALL TYPE 'B'














For more current information and details visit: <http://www.cabq.gov/gis>



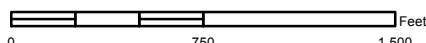
Map amended through: 1/28/2016

Zone Atlas Page:
C-18-Z

Selected Symbols

 Sector Plans	 Escarpment
 Design Overlay Zones	 2 Mile Airport Zone
 City Historic Zones	 Airport Noise Contours
 H-1 Buffer Zone	 Wall Overlay Zone
 Petroglyph Mon.	

Note: Grey Shading Represents Area Outside of the City Limits



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) November 16 2018, 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 **Pulte Development of NM, Inc.** ("Developer"), a **Michigan**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] **Corporation**, whose address is **7601 Jefferson NE Ste. 320** (City) **Albuquerque**, (State) NM (Zip Code) **87109** and whose telephone number is **505-349-9952 (Paul Wymer)**, 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:] **Lots 7-10 and 23-26, Block 29, Tract A, Unit B, North Albuquerque Acres** filed on **April 24, 1936**, in **Plat Book D, Folio 130** 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:] **Pulte Homes of NM, Inc., a Michigan Corporation** ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as **Campo Del Norte Subdivision (Alameda Crossing)** describing Developer's Property ("Developer's Property").

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 listing ("Improvements"), to the satisfaction of the City, on or before the November 1, 2020 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **582384**.



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. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA 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, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Developer must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

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 7)

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

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 Surv-Tek, and construction surveying of the private Improvements shall be performed by Surv-Tek. 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 Spinello, DCS, LLC and inspection of the private Improvements shall be performed by Spinello, DCS, LLC, 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 Bohannan Huston, Inc., and field testing of the private Improvements shall be performed by Bohannan Huston, 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: **Surety No. SUR0051873**
Amount: **\$907,860.58**
Name of Financial Institution or Surety providing Guaranty: **Argonaut Insurance Co.**
Date City first able to call Guaranty (Construction Completion Deadline): **November 1, 2020**
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 deliver an acceptable Notice to Proceed to the City and 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.

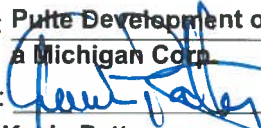
19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.


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

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

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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

DEVELOPER: Pulte Development of NM, Inc.,
a Michigan Corp.
By [Signature]: 
Name [Print]: Kevin Patton
Title: Director of Land Planning & Entitlements
Dated: 10/26/18

CITY OF ALBUQUERQUE
By:  (AN)
Shahab Biazar, P.E., City Engineer
Dated: 11/16/18

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 26 day of October, 2018, by
[name of person:] Kevin Patton, [title or capacity, for instance,
"President" or "Owner":] Director of Land Planning & Entitlements of
[Developer:] Pulte Development of NM, Inc., a Michigan Corp.



Pony E Updems
Notary Public

My Commission Expires: 10/18/19

CITY'S NOTARY

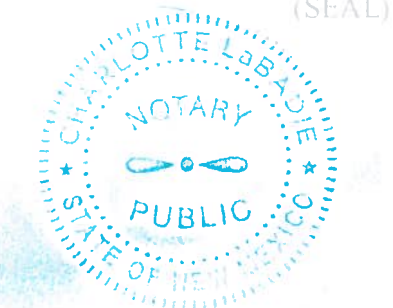
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 16th day of November, 2018,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Charlotte LaBadie
Notary Public

My Commission Expires: March 15, 2021

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



POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Subdivider is not the owner of the Subdivision.

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner"), of [address:] **7601 Jefferson St NE Suite 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, Inc., a Michigan corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER: Pulte Homes of New Mexico, Inc., a Michigan corporation

By [Signature:]: *Kevin Patton* Dated: 1/23/18

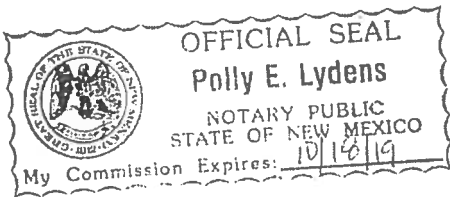
Name [Print]: Kevin Patton, Title: Director of Land Planning & Entitlements

The foregoing Power of Attorney was acknowledged before me on January 23, 2018, by [name of person:] Kevin Patton, [title or capacity, for instance "President":] Director of Land Planning & Entitlements of [Owner:] Pulte Homes of New Mexico, Inc., a Michigan corporation on behalf of the Owner.

(SEAL)

Polly E. Lydens
Notary Public

My Commission Expires: 10/18/19



Current DRC Project No.

May 17, 2018

Date Submitted
Date Site Plan for Bldg
Date Site Plan for Sub-Approved

5.23.18
6.6.19

Date Preliminary Plan Approved
Date Preliminary Plan Expires

D/RB Project No. 1011527

Figure 12

INFRASTRUCTURE LIST

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

CAMPO DEL NORTE SUBDIVISION
(REPLAT OF LOTS 7-10 AND 23-26, BLOCK 29, TRACT A, UNIT B, NORTH ALBUQUERQUE ACRES)

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 applicant 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 applicant 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 applicant. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which 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.

ORIGINAL

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
			PRIVATE ROADWAY IMPROVEMENTS						
		50' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON EAST SIDE	CAMPO NORTE WAY	SIGNAL AVENUE	CLEAR CREEK TRAIL	/	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON SOUTH SIDE*	CLEAR CREEK TRAIL	SUGARITE TRAIL	LA PRADERA WAY	/	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	ALPENGLOW TRAIL	SUGARITE TRAIL	LA PRADERA WAY	/	/	/
		20' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON WEST SIDE*	SUGARITE TRAIL	SOUTH BOUNDARY	CLEAR CREEK TRAIL	/	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	SUGARITE TRAIL	CLEAR CREEK TRAIL	ALPENGLOW TRAIL	/	/	/
		20' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON WEST SIDE*	SUGARITE TRAIL	ALPENGLOW TRAIL	TRACT D	/	/	/
		20' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON EAST SIDE*	LA PRADERA WAY	SOUTH STUB TERMINUS LOT 28	CLEAR CREEK TRAIL	/	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES *	LA PRADERA WAY	CLEAR CREEK TRAIL	ALPENGLOW TRAIL	/	/	/
		20' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON EAST SIDE*	LA PRADERA WAY	ALPENGLOW TRAIL	ALAMEDA BOULEVARD	/	/	/
		4'	PCC SIDEWALK PEDESTRIAN CONNECTION	TRACT E	CLEAR CREEK TRAIL	ALPENGLOW TRAIL	/	/	/

* SIDEWALKS TO BE BUILT/DEFERRED IN ACCORDANCE W/APPROVED SIDEWALK EXHIBIT
** STREET LIGHTS TO BE INSTALLED PER DPM

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City/Crest Engineer
PUBLIC ROADWAY IMPROVEMENTS									
		12" F-EOA	ARTERIAL PAVING W/ PCC CURB & GUTTER, PCC 6' WIDE SIDEWALK ON SOUTH SIDE, BIKE LANE MARKINGS	ALAMEDA BOULEVARD	WEST SUBDIVISION BOUNDARY	EAST SUBDIVISION BOUNDARY	/	/	/
		12" F-EOA	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4' WIDE SIDEWALK ON NORTH SIDE	SIGNAL AVENUE	WEST SUBDIVISION BOUNDARY	EAST SUBDIVISION BOUNDARY	/	/	/
		4'	PCC SIDEWALK PEDESTRIAN CONNECTION	ALAMEDA BOULEVARD	NORTH END LA PRADERA WAY	ALAMEDA BOULEVARD	/	/	/

* SIDEWALKS TO BE BUILT/DEFERRED IN ACCORDANCE W/APPROVED SIDEWALK EXHIBIT
 ** STREET LIGHTS TO BE INSTALLED PER DPM

PRIVATE STORM DRAIN IMPROVEMENTS									
		24" DIA	RCP W/ MH & INLETS	LA PRADERA WAY	NORTH STUB TERMINUS	ALAMEDA BOULEVARD	/	/	/
		24" DIA	RCP W/ MH & INLETS	SUGARITE TRAIL TRACT D	NORTH STUB TERMINUS	ALAMEDA BOULEVARD	/	/	/
		24" DIA	RCP W/ MH & INLETS	SUGARITE TRAIL	SOUTH STUB TERMINUS	SIGNAL AVENUE	/	/	/

NOTE:
 1. CERTIFICATION OF THE GRADING AND DRAINAGE PLAN IS REQUIRED FOR RELEASE OF FINANCIAL GUARANTEES
 2. PAYMENT IN LIEU FOR THE FIRST FLUSH REQUIREMENT OF \$35,324.54 MUST BE PAID PRIOR TO WORK ORDER

PUBLIC STORM DRAIN IMPROVEMENTS									
		24"-30" DIA	RCP W/ MH & INLETS	ALAMEDA BOULEVARD	SUGARITE TRAIL	WEST BOUNDARY	/	/	/
		24"-30" DIA	RCP W/ MH & INLETS	ALAMEDA BOULEVARD	LA PRADERA WAY	50' WEST OF LA PRADERA LOTS 19-20	/	/	/

BIA
Sequence #

COA DRC
Project #

Size

Type of Improvement

Location

From

To

Private
Inspector

City
Inspector

City/Crest
Engineer

PUBLIC WATERLINE IMPROVEMENTS

		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ALAMEDA BOULEVARD	LA PRADERA WAY	330' EAST OF EAST BOUNDARY TIE TO EX 8" WATERLINE	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ALAMEDA BOULEVARD	WEST BOUNDARY	SUGARITE TRAIL	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	CLEAR CREEK TRAIL	SUGARITE TRAIL	LA PRADERA WAY	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ALPENGLOW TRAIL	SUGARITE TRAIL	LA PRADERA WAY	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	SUGARITE TRAIL TRACT D	SIGNAL AVENUE	ALAMEDA BOULEVARD	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LA PRADERA WAY	CLEAR CREEK TRAIL	ALAMEDA BOULEVARD	/	/	/
		4" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LA PRADERA WAY	LOT 28	CLEAR CREEK TRAIL	/	/	/

PUBLIC SANITARY SEWER IMPROVEMENTS

		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ALAMEDA BOULEVARD	LA PRADERA WAY	EAST BOUNDARY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	CLEAR CREEK TRAIL	SUGARITE TRAIL	LA PRADERA WAY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ALPENGLOW TRAIL	SUGARITE TRAIL	LOT 20/29	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	SUGARITE TRAIL	SIGNAL AVENUE	LOT 13 NORTH STUB TERMINUS	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	LA PRADERA WAY	LOT 28 SOUTH STUB TERMINUS	ALAMEDA BOULEVARD	/	/	/

