



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application. Please note that these applications are not reviewed in a public meeting.

SUBDIVISIONS	MISCELLANEOUS APPLICATIONS
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Sidewalk Waiver (Form V2)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<input type="checkbox"/> Waiver to IDO (Form V2)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Waiver to DPM (Form V2)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input checked="" type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Easement(s) DHO (Form V)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
	APPEAL
	<input type="checkbox"/> Decision of DHO (Form A)

BRIEF DESCRIPTION OF REQUEST

Minor Final Plat Approval

APPLICATION INFORMATION

Applicant/Owner: DR Horton, Inc. - Tonya Buxton		Phone: (505) 798-7655
Address: 8400 Wyoming Blvd. NE, Suite A		Email: TBuxton@DRHorton.com
City: Albuquerque	State: NM	Zip: 87113
Professional/Agent (if any): Isaacson & Arfman, Inc. - Asa Nilsson-Weber		Phone: (505) 268-8828
Address: 128 Monroe Street NE		Email: asaw@iacivil.com
City: Albuquerque	State: NM	Zip: 87108
Proprietary Interest in Site: Owner	List <u>all</u> owners:	

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: Tract FD1	Block:	Unit: 1
Subdivision/Addition: Aspire Subdivision	MRGCD Map No.: NA	UPC Code: 100805434722140105
Zone Atlas Page(s): N-08	Existing Zoning: R-1A	Proposed Zoning: None
# of Existing Lots: 1	# of Proposed Lots: 155	Total Area of Site (Acres): 27.48

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 118th Street SW	Between: Amole Mesa Av SW	and: Colobel Abel SW
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

PR-2019-002411; SD-2021-00193; SD-2021-00194; SD-2022-00151; SD-2022-00152

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: February 14, 2023
Printed Name: Asa Nilsson-Weber	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov. 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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below. Divide the PDF with a title sheet for each of the two documentation sections in **bold** below.

PLAT DOCUMENTATION

- X 1) DHO Application form completed, signed, and dated
- X 2) Form S2 with all the submittal items checked/marked
- X 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- X 4) Zone Atlas map with the entire site clearly outlined and labeled
- X 5) Proposed Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat.
- X 6) Design elevations & cross sections of perimeter walls
- X 7) Recorded Infrastructure Improvements Agreement

SUPPORTIVE DOCUMENTATION

- X 8) Letter of authorization from the property owner if application is submitted by an agent
- X 9) Letter describing and explaining the request
- N/A 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- X 11) Interpreter Needed for Hearing? No if yes, indicate language: _____

FORM S: PRE-APPROVALS/SIGNATURES

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

PR-2019-002411

Legal Description & Location: TRACT FD-1, ASPIRE SUBDIVISION, UNIT 1 (T.B.K.A. ASPIRE SUBDIVISION, UNIT 2)

EAST OF 118TH ST SW AND SOUTH OF AMOLE MESA AVE. SW

Job Description: A 155-LOT SUBDIVISION WITH WATER, SANITARY SEWER, ROADWAY AND STORM DRAIN IMPROVEMENTS.

☐ **Hydrology:**

• Grading and Drainage Plan	<u>X</u>	Approved	<u> </u>	NA
• AMAFCA	<u>X</u>	Approved	<u> </u>	NA
• Bernalillo County	<u> </u>	Approved	<u>X</u>	NA
• NMDOT	<u> </u>	Approved	<u>X</u>	NA
• MRGCD	<u> </u>	Approved	<u>X</u>	NA

Renee C. Brissette

02/08/23

Hydrology Department

Date

☐ **Transportation:**

• Traffic Circulations Layout (TCL)	<u> </u>	Approved	<u>X</u>	NA
• Traffic Impact Study (TIS)	<u>X</u>	Approved	<u> </u>	NA
• Neighborhood Impact Analysis (NIA)	<u> </u>	Approved	<u>X</u>	NA
• Bernalillo County	<u> </u>	Approved	<u>X</u>	NA
• NMDOT	<u> </u>	Approved	<u>X</u>	NA

Ernest Armijo

2/8/2023

Transportation Department

Date

☐ **Albuquerque Bernalillo County Water Utility Authority (ABCWUA):**

• Availability Statement/Serviceability Letter	<u> </u>	Approved	<u> </u>	NA
• ABCWUA Development Agreement	<u> </u>	Approved	<u> </u>	NA
• ABCWUA Service Connection Agreement	<u> </u>	Approved	<u> </u>	NA

Adrian H. Hernandez

02/13/23

ABCWUA

Date

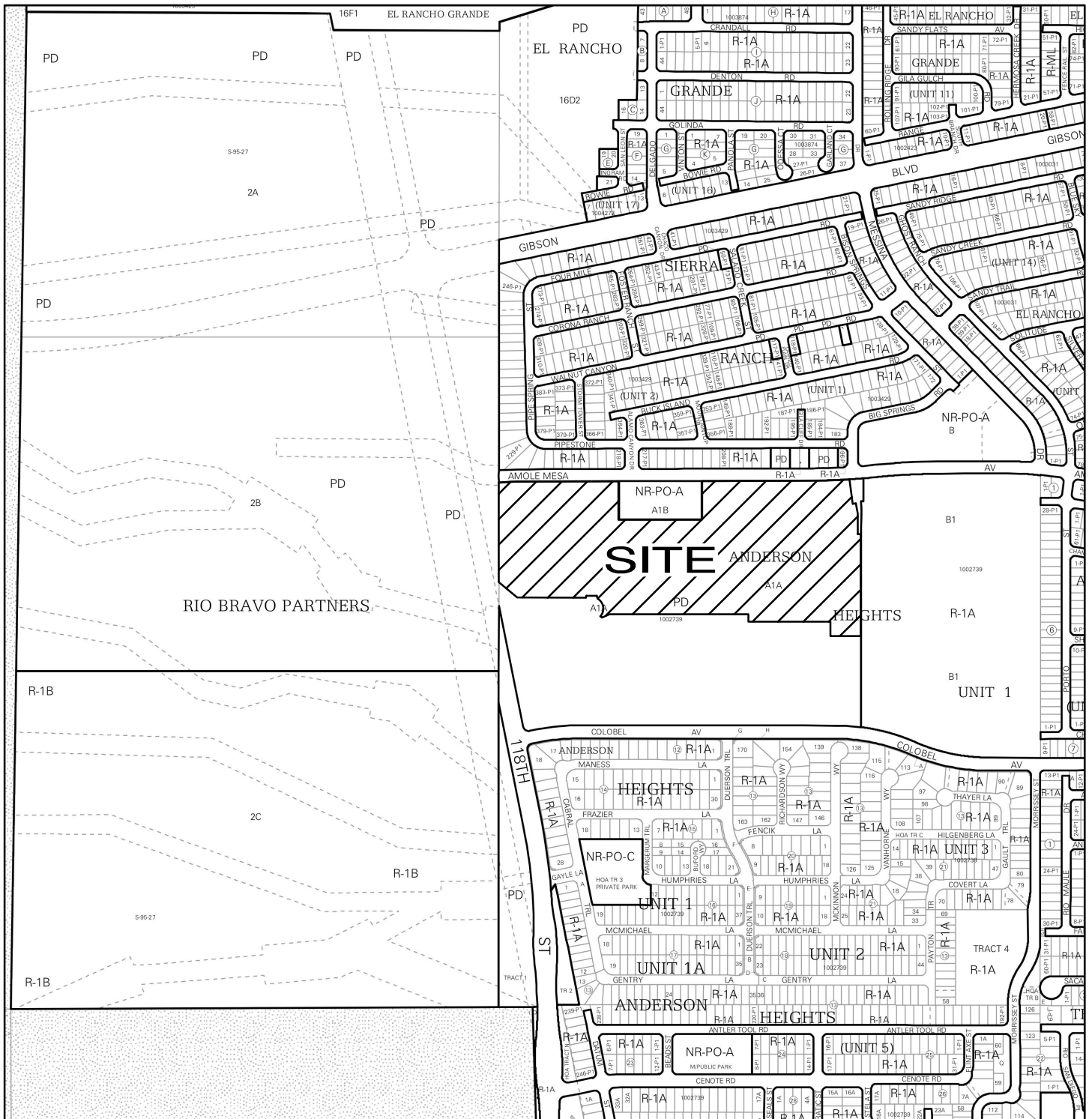
- ☐ Infrastructure Improvements Agreement (IIA*) Approved
- ☐ AGIS (DXF File) Approved
- ☐ Fire Marshall Signature on the plan Approved

☐ **Signatures on Plat**

• Owner(s)	<u> </u>	Yes	
• City Surveyor	<u> </u>	Yes	
• AMAFCA**	<u> </u>	Yes	<u> </u> NA
• NM Gas**	<u> </u>	Yes	
• PNM**	<u> </u>	Yes	
• COMCAST**	<u> </u>	Yes	
• MRGCD**	<u> </u>	Yes	<u> </u> NA

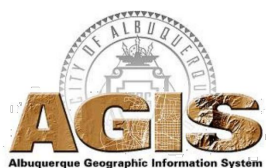
* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

** Signatures required for **Final Plat** application and not required for **Preliminary Plat** application

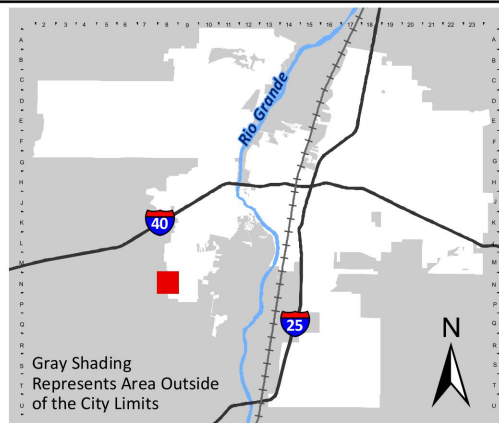


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

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).



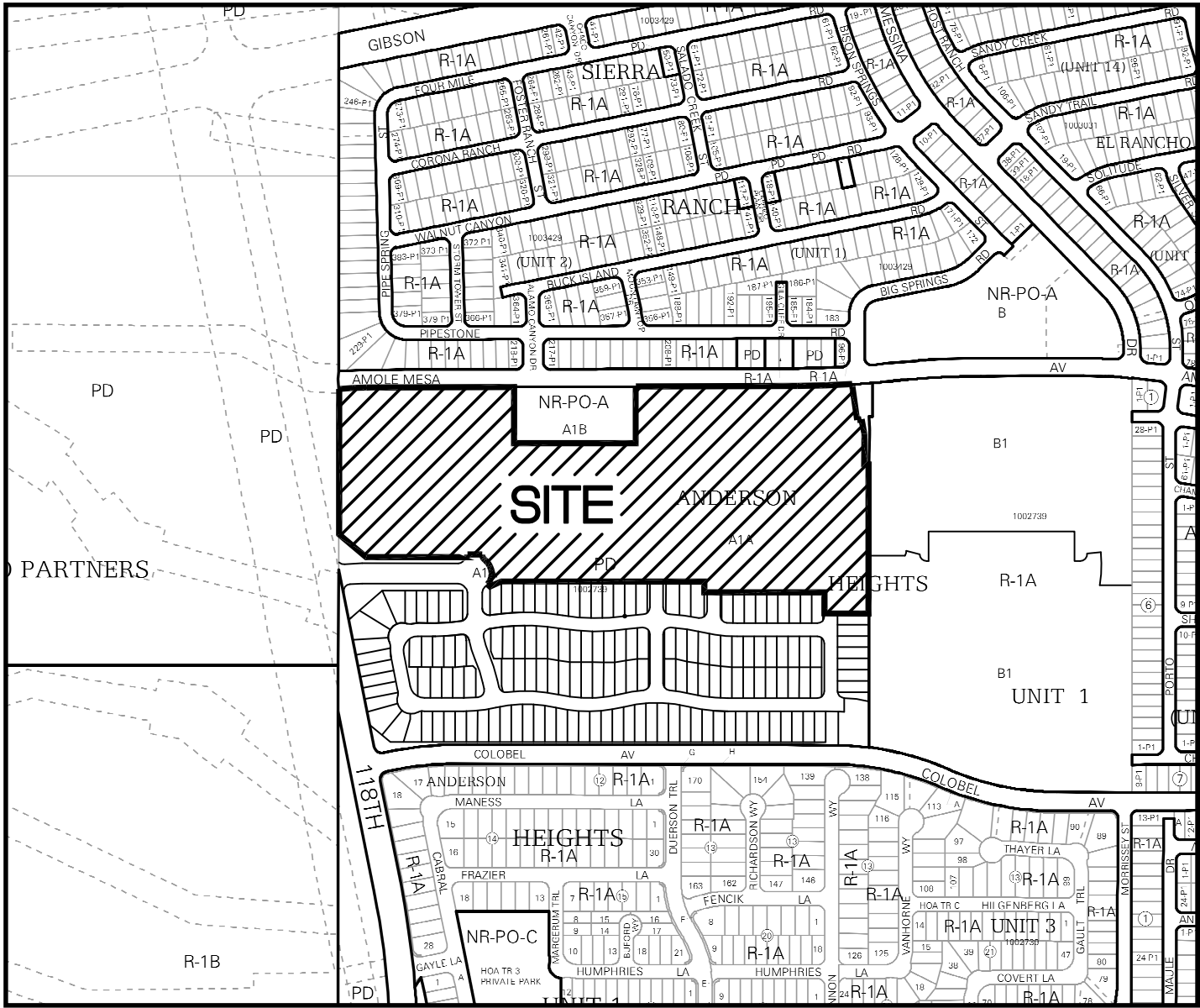
Zone Atlas Page:

N-08-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

PLAT DOCUMENTATION



Vicinity Map - Zone Atlas N-8-Z

N.T.S.

Documents

- 1. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC TITLE, HAVING FILE NO. 1806693 AND AN EFFECTIVE DATE OF SEPTEMBER 4, 2008.
- 2. CORRECTION PLAT FOR TRACT A-1-A, FILED IN THE BERNALILLO COUNTY, NEW MEXICO REAL ESTATE RECORDS ON JUNE 6, 2017, IN BOOK 2017C, PAGE 69, AS DOCUMENT NO. 2017054333.
- 3. PLAT FOR TRACT B-1, FILED IN THE BERNALILLO COUNTY, NEW MEXICO REAL ESTATE RECORDS ON MARCH 23, 2015, IN PLAT VOLUME 2015C, FOLIO 29, AS DOCUMENT NO. 2015023748.
- 4. SPECIAL WARRANTY DEED FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK’S OFFICE ON MAY 22, 2018, AS DOCUMENT NO. 2018044675.
- 5. PLAT OF RECORD, FILED IN THE BERNALILLO COUNTY CLERK’S OFFICE ON MARCH 23, 2021, IN BOOK 2021C, PAGE 29, AS DOCUMENT NO. 2021034008.

Free Consent & 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.

TONYA BUXTON, ALBUQUERQUE DIVISION PRESIDENT DATE
D.R. HORTON, INC.

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____
BY: TONYA BUXTON, ALBUQUERQUE DIVISION PRESIDENT, D.R. HORTON, INC.

By: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Indexing Information

Projected Section 5, Township 9 North, Range 2 East,
N.M.P.M. Town of Atrisco Grant
Subdivision: Aspire Subdivision, Unit 1
Owner: D.R. Horton, Inc.
UPC #: TBD

Purpose of Plat

- 1. SUBDIVIDE AS SHOWN HEREON.
- 2. GRANT EASEMENTS AS SHOWN HEREON.
- 3. VACATE EASEMENTS AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 27.4813 ACRES
ZONE ATLAS PAGE NO. N-8-Z
NUMBER OF EXISTING TRACTS. 1
NUMBER OF LOTS CREATED. 155
NUMBER OF TRACTS CREATED. 17
MILES OF FULL-WIDTH STREETS. 1.0533 MILES
MILES OF HALF-WIDTH STREETS. 0.000 MILES
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 0.00 ACRES
DATE OF SURVEY. JANUARY 2023

Notes

- 1. FIELD SURVEY PERFORMED IN MARCH 2020.
- 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. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION EXACTLY, AS SHOWN ON THE PLAT OF RECORD (3/23/2021, 2021C-29).
- 5. TRACTS A-P SHALL BE CONVEYED TO THE ASPIRE COMMUNITY ASSOCIATION, INC. IN FEE SIMPLE AND SHALL BE MAINTAINED BY THE ASPIRE COMMUNITY ASSOCIATION.

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.

Legal Description

TRACT F-D-1, ASPIRE SUBDIVISION UNIT 1, AS THE SAME IS SHOWN ON THE SAID PLAT THEREOF, RECORDED IN THE COUNTY CLERK’S OFFICE OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 23, 2021, IN BOOK 2021C, PAGE 29, AS DOCUMENT NO. 2021034008.

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
Aspire Subdivision Unit 2
Being Comprised of
Tract FD1, Aspire Subdivision, Unit 1
City of Albuquerque
Bernalillo County, New Mexico
February 2023

Project Number: PR-2019-002411

Application Number: _____

Plat Approvals:

PNM Electric Services

Qwest Corp. d/b/a CenturyLink QC

New Mexico Gas Company

Comcast

City Approvals:

City Surveyor

Traffic Engineering, Transportation Division

ABCWUA

Parks and Recreation Department

AMAFCA

Hydrology

Code Enforcement

Planning Department

City Engineer

MRGCD

Surveyor's Certificate

I, BRIAN MARTINEZ, 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.

BRIAN MARTINEZ
N.M.R.P.S. NO. 18374

DATE

CSI-CARTESIAN SURVEYS INC.

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



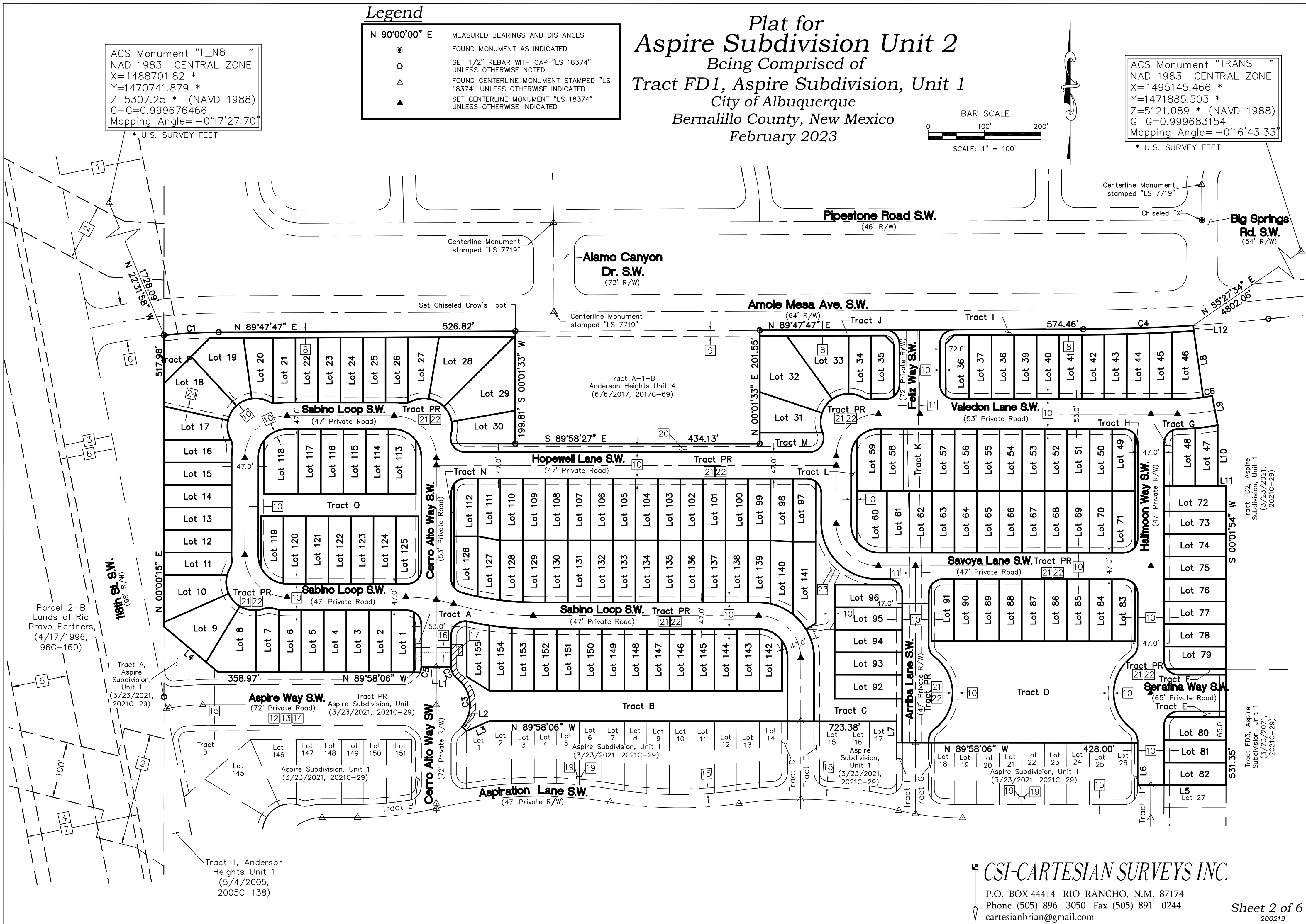
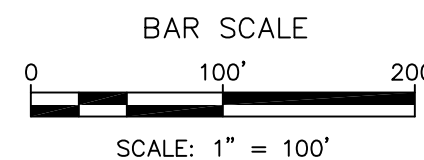
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT STAMPED "LS 18374" UNLESS OTHERWISE INDICATED
▲	SET CENTERLINE MONUMENT "LS 18374" UNLESS OTHERWISE INDICATED

Plat for Aspire Subdivision Unit 2 Being Comprised of Tract FD1, Aspire Subdivision, Unit 1 City of Albuquerque Bernalillo County, New Mexico February 2023

ACS Monument "TRANS"
NAD 1983 CENTRAL ZONE
X=1495145.466 *
Y=1471885.503 *
Z=5121.089 * (NAVD 1988)
G-G=0.999683154
Mapping Angle=-0°16'43.33"
* U.S. SURVEY FEET

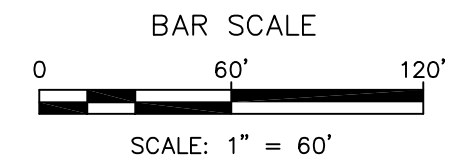
ACS Monument "1_N8"
NAD 1983 CENTRAL ZONE
X=1488701.82 *
Y=1470741.879 *
Z=5307.25 * (NAVD 1988)
G-G=0.999676466
Mapping Angle=-0°17'27.70"
* U.S. SURVEY FEET

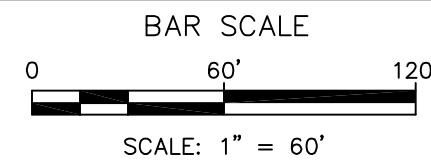


Legend

- | | |
|---------------|--|
| N 90°00'00" E | MEASURED BEARINGS AND DISTANCES |
| ● | FOUND MONUMENT AS INDICATED |
| ○ | SET 1/2" REBAR WITH CAP "LS 18374"
UNLESS OTHERWISE NOTED |
| △ | FOUND CENTERLINE MONUMENT STAMPED "LS
18374" UNLESS OTHERWISE INDICATED |
| ▲ | SET CENTERLINE MONUMENT "LS 18374"
UNLESS OTHERWISE INDICATED |

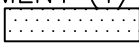
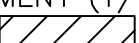
Alamo Canyon
Dr. S.W.
(72' R/W)





*Plat for
Aspire Subdivision Unit 2
Being Comprised of
Tract FD1, Aspire Subdivision, Unit 1
City of Albuquerque
Bernalillo County, New Mexico
February 2023*

Easement Notes

- [1] EXISTING 150' AMAFCA DRAINAGE EASEMENT (04/17/1996, 96C-160)
- [2] EXISTING 100' OR 200' AMAFCA DRAINAGE EASEMENT (07/19/1990, 90C-163)
- [3] EXISTING 86' PUBLIC ROADWAY EASEMENT (04/17/1996, 96C-160)
- [4] EXISTING 200' POWER LINE EASEMENT U.S.B.R. (02/05/1952, BK. D197, PG. 567) (06/16/2000, BK. A6, PG. 8301)
- [5] EXISTING 100' PNM EASEMENT (04/20/1978, BK. MISC. 602, PG. 558-561)
- [6] EXISTING 64' OR 98' FUTURE R/W EASEMENT (05/04/2005, 2005C-138)
- [7] EXISTING 200' COA PUBLIC DRAINAGE EASEMENT (04/20/2005, BK. A95, PG. 4276)
- [8] EXISTING 10' PNM ELECTRIC EASEMENT (04/28/2009, DOC. NO. 2009056097)
- [9] EXISTING 10' P.U.E. (06/06/2017, 2017C-69)
- [10] 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- [11] EXISTING 20' TEMPORARY EMERGENCY ACCESS EASEMENT (03/23/2021, 2021C-29) VACATED WITH THE FILING OF THIS PLAT, AS SHOWN ON SHEET 2 OF 6 (SD-2022-00151)
- [12] EXISTING BLANKET PUBLIC SANITARY SEWER AND PUBLIC WATERLINE EASEMENT WITHIN TRACT PR TO A.B.C.W.U.A. (03/23/2021, 2021C-29)
- [13] EXISTING BLANKET PRIVATE ACCESS EASEMENT WITHIN TRACT PR FOR THE USE AND BENEFIT OF ALL LOT OWNERS WITHIN ASPIRE. EASEMENT TO BE OWNED AND MAINTAINED BY THE ASPIRE HOA (03/23/2021, 2021C-29)
- [14] EXISTING BLANKET PRIVATE DRAINAGE EASEMENT WITHIN TRACT PR FOR THE BENEFIT OF ALL LOT OWNERS OF ASPIRE GRANTED WITH THE FILING OF THIS PLAT. EASEMENT TO BE OWNED AND MAINTAINED BY THE ASPIRE HOA
- [15] EXISTING 10' P.U.E. (03/23/2021, 2021C-29)
- [16] EXISTING PNM EASEMENT (1/11/2023, DOC. NO. 2023001641) SHOWN HEREON AS 
- [17] EXISTING PNM EASEMENT (1/11/2023, DOC. NO. 2023001642) SHOWN HEREON AS 
- [18] INTENTIONALLY OMITTED
- [19] EXISTING 5' X 5' P.U.E. (03/23/2021, 2021C-29)
- [20] BLANKET PUBLIC DRAINAGE EASEMENT BENEFITING LOT 30 AND TRACT A-1-B, ANDERSON HEIGHTS, UNIT 4, TO BE MAINTAINED BY THE ASPIRE HOA, GRANTED WITH THE FILING OF THIS PLAT
- [21] BLANKET PRIVATE ACCESS EASEMENT AND BLANKET PRIVATE DRAINAGE EASEMENT, OVER ALL OF TRACT PR FOR THE BENEFIT OF ALL LOT OWNERS AND MAINTAINED BY THE ASPIRE HOA, GRANTED WITH THE FILING OF THIS PLAT
- [22] BLANKET PUBLIC SANITARY SEWER AND BLANKET PUBLIC WATERLINE EASEMENT OVER ALL OF TRACT PR, GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT
- [23] BLANKET PRIVATE STORM DRAIN EASEMENT BENEFITING ALL OWNERS, AND MAINTAINED BY THE ASPIRE HOA, GRANTED WITH THE FILING OF THIS PLAT
- [24] 7' PRIVATE DRAINAGE EASEMENT BENEFITTING PARCEL 2-B, RIO BRAVO PARTNERS TO BE MAINTAINED BY THE ASPIRE HOA GRANTED WITH THE FILING OF THIS PLAT

Plat for
Aspire Subdivision Unit 2
Being Comprised of
Tract FD1, Aspire Subdivision, Unit 1
City of Albuquerque
Bernalillo County, New Mexico
February 2023

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.

Line Table		
Line #	Direction	Length (ft)
L1	S 89°58'06" E	53.00'
L2	S 49°36'28" E	11.10'
L3	N 66°18'15" E	43.69'
L4	S 49°59'45" E	125.39'
L5	N 89°58'06" W	157.00'
L6	S 00°01'54" W	79.36'
L7	S 00°01'54" W	38.05'
L9	N 10°54'19" W	53.00'
L10	N 00°01'54" E	108.31'
L11	N 89°58'06" W	14.96'
L12	N 05°03'30" W	10.00'
L13	N 79°49'09" W	40.64'
L14	N 89°58'06" W	42.11'
L15	N 58°53'46" E	19.71'
L16	N 89°58'06" W	40.00'

Line Table		
Line #	Direction	Length (ft)
L17	N 86°58'53" W	40.05'
L18	N 89°58'06" W	40.00'
L19	N 89°58'06" W	40.00'
L20	N 89°58'06" W	40.00'
L21	N 89°58'06" W	40.00'
L22	S 45°12'13" E	22.48'
L23	N 89°58'06" W	47.00'
L24	N 44°47'47" E	21.21'
L25	S 58°15'15" E	47.02'
L26	N 00°01'54" E	54.15'
L27	S 89°58'06" E	58.79'

CSI-CARTESIAN SURVEYS INC.

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

Sheet 5 of 6
200219

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	97.16'	966.00'	5°45'46"	97.12'	S 86°54'54" W
C2	23.00'	25.00'	52°42'27"	22.20'	S 26°19'20" E
C3	97.46'	60.00'	93°04'05"	87.09'	N 06°08'31" W
C4	195.60'	3155.42'	3°33'06"	195.57'	N 88°01'14" E
C5	9.66'	25.00'	22°08'42"	9.60'	N 11°06'15" E
C6	15.89'	323.50'	2°48'52"	15.89'	N 80°30'07" E
C7	117.77'	75.00'	89°58'21"	106.04'	S 44°58'56" E
C8	117.85'	75.00'	90°01'39"	106.09'	S 45°01'04" W
C9	117.81'	75.00'	90°00'00"	106.07'	N 44°58'06" W
C10	31.69'	300.00'	6°03'08"	31.67'	N 76°33'58" W
C11	54.33'	300.00'	10°22'34"	54.26'	S 84°46'49" E
C12	143.36'	500.00'	16°25'42"	142.87'	S 81°45'15" E
C13	66.81'	350.00'	10°56'13"	66.71'	N 84°33'47" E
C14	117.81'	75.00'	90°00'00"	106.07'	S 45°01'54" W
C15	117.81'	75.00'	90°00'00"	106.07'	S 44°58'06" E
C16	117.81'	75.00'	90°00'00"	106.07'	N 44°58'06" W
C17	39.27'	25.00'	90°00'00"	35.36'	S 44°47'47" W
C18	39.27'	25.00'	90°00'00"	35.36'	N 45°12'13" W
C19	39.37'	25.00'	90°14'07"	35.43'	N 44°54'50" E
C20	39.17'	25.00'	89°45'53"	35.28'	S 45°05'10" E
C21	16.19'	25.00'	37°06'19"	15.91'	N 71°28'45" E
C22	23.18'	25.00'	53°07'48"	22.36'	N 26°21'41" E
C23	23.18'	25.00'	53°07'48"	22.36'	S 26°46'07" E
C24	15.98'	25.00'	36°38'04"	15.71'	S 71°39'04" E
C25	12.16'	101.50'	6°51'56"	12.16'	S 86°35'56" W
C26	16.18'	25.00'	37°05'32"	15.90'	S 78°17'16" E
C27	124.24'	50.00'	142°22'21"	94.66'	S 49°00'54" W
C28	32.88'	25.00'	75°21'56"	30.56'	N 52°20'56" E
C29	0.38'	101.50'	0°13'01"	0.38'	S 14°46'28" W
C30	16.17'	25.00'	37°03'15"	15.89'	N 03°38'39" W
C31	26.47'	50.00'	30°20'03"	26.16'	N 74°57'56" W
C32	31.11'	50.00'	35°38'44"	30.61'	S 72°02'40" W
C33	31.09'	50.00'	35°37'43"	30.59'	S 36°24'27" W
C34	35.57'	50.00'	40°45'52"	34.83'	S 01°47'21" E
C35	15.33'	25.00'	35°08'38"	15.10'	S 77°18'49" E
C36	0.85'	25.00'	1°56'54"	0.85'	N 84°08'25" E
C37	76.18'	48.50'	90°00'00"	68.59'	S 45°01'54" W
C38	44.48'	48.50'	52°32'36"	42.93'	S 63°45'36" W
C39	31.71'	48.50'	37°27'24"	31.14'	S 18°45'36" W
C40	45.86'	323.50'	8°07'21"	45.82'	N 85°58'14" E
C41	70.56'	376.50'	10°44'16"	70.46'	N 84°27'49" E
C42	39.18'	25.00'	89°48'03"	35.29'	S 44°55'55" W
C43	40.40'	376.50'	6°08'53"	40.38'	N 82°10'07" E
C44	30.16'	376.50'	4°35'23"	30.15'	N 87°32'15" E
C45	10.16'	25.00'	23°17'12"	10.09'	S 78°11'21" W
C46	29.02'	25.00'	66°30'50"	27.42'	S 33°17'19" W
C47	39.27'	25.00'	90°00'00"	35.36'	N 44°58'06" W
C48	23.18'	25.00'	53°07'48"	22.36'	N 63°24'12" W
C49	16.09'	25.00'	36°52'12"	15.81'	N 18°24'12" W
C50	39.27'	25.00'	90°00'00"	35.36'	N 45°01'54" E
C51	16.09'	25.00'	36°52'12"	15.81'	N 18°28'00" E
C52	23.18'	25.00'	53°07'48"	22.36'	N 63°28'00" E
C53	39.27'	25.00'	90°00'00"	35.36'	N 44°58'06" W
C54	23.18'	25.00'	53°07'48"	22.36'	N 63°24'12" W
C55	16.09'	25.00'	36°52'12"	15.81'	N 18°24'12" W
C56	23.33'	25.00'	53°28'07"	22.49'	N 26°45'58" E
C57	149.31'	80.00'	106°56'15"	128.57'	S 00°01'54" W
C58	23.33'	25.00'	53°28'07"	22.49'	N 26°42'10" W
C59	39.27'	25.00'	90°00'00"	35.36'	S 44°58'06" E
C60	16.09'	25.00'	36°52'12"	15.81'	S 18°24'12" E

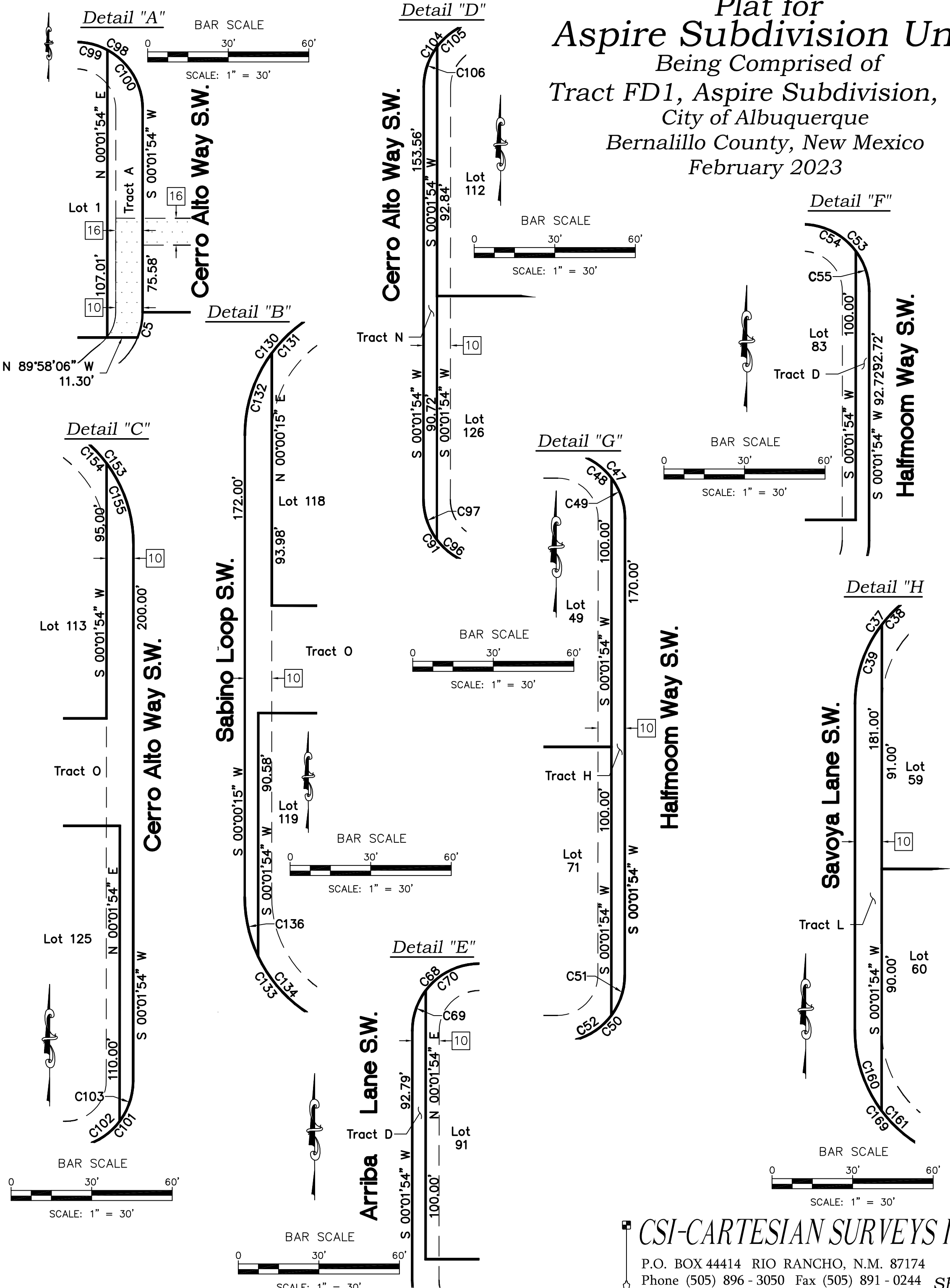
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C61	23.18'	25.00'	53°07'48"	22.36'	S 63°24'12" E
C62	39.27'	25.00'	90°00'00"	35.36'	S 45°01'54" W
C63	23.18'	25.00'	53°07'48"	22.36'	S 63°28'00" W
C64	16.09'	25.00'	36°52'12"	15.81'	S 18°28'00" W
C65	23.30'	25.00'	53°24'38"	22.47'	S 26°44'13" W
C66	149.15'	80.00'	106°49'16"	128.47'	N 00°01'54" E
C67	23.30'	25.00'	53°24'38"	22.47'	S 26°40'25" E
C68	39.27'	25.00'	90°00'00"	35.36'	S 45°01'54" W
C69	16.09'	25.00'	36°52'12"	15.81'	S 18°28'00" W
C70	23.18'	25.00'	53°07'48"	22.36'	S 63°28'00" W
C71	157.08'	100.00'	90°00'00"	141.42'	S 44°58'06" E
C72	39.27'	25.00'	90°00'00"	35.36'	N 44°58'06" W
C73	23.18'	25.00'	53°07'48"	22.36'	N 63°24'12" W
C74	16.09'	25.00'	36°52'12"	15.81'	N 18°24'12" W
C75	39.27'	25.00'	90°00'00"	35.36'	N 44°58'06" W
C76	16.09'	25.00'	36°52'12"	15.81'	N 71°32'00" W
C77	23.18'	25.00'	53°07'48"	22.36'	N 26°32'00" W
C78	154.72'	98.50'	90°00'00"	139.30'	N 44°58'06" W
C79	21.35'	98.50'	12°24'59"	21.30'	N 83°45'37" W
C80	44.66'	98.50'	25°58'50"	44.28'	N 64°33'42" W
C81	35.19'	98.50'	20°28'03"	35.00'	N 41°20'16" W
C82	53.53'	98.50'	31°08'08"	52.87'	N 15°32'10" W
C83	44.82'	25.00'	102°42'52"	39.05'	S 51°23'20" W
C84	116.17'	523.50'	12°42'52"	115.93'	S 83°36'40" E
C85	38.08'	523.50'	4°10'02"	38.07'	S 87°53'05" E
C86	40.26'	523.50'	4°24'22"	40.25'	S 83°35'53" E
C87	37.83'	523.50'	4°08'27"	37.83'	S 79°19'28" E
C88	2.87'	25.00'	6°34'00"	2.86'	N 80°32'15" W
C89	41.95'	25.00'	96°08'51"	37.20'	S 48°06'20" W
C90	128.97'	476.50'	15°30'29"	128.58'	S 82°12'51" E
C91	32.50'	25.00'	74°29'31"	30.26'	S 37°12'51" E
C92	18.61'	476.50'	2°14'17"	18.61'	S 88°50'58" E
C93	40.14'	476.50'	4°49'37"	40.13'	S 85°19'01" E
C94	40.57'	476.50'	4°52'41"	40.56'	S 80°27'51" E
C95	29.65'	476.50'	3°33'54"	29.64'	S 76°14'34" E
C96	16.42'	25.00'	37°37'19"	16.12'	S 55°38'57" E
C97	16.09'	25.00'	36°52'12"	15.81'	S 18°24'12" E
C98	39.27'	25.00'	90°00'00"	35.36'	N 44°58'06" W
C99	12.35'	25.00'	28°18'43"	12.23'	N 75°48'45" W
C100	26.92'	25.00'	61°41'17"	25.64'	N 30°48'45" W
C101	39.27'	25.00'	90°00'00"	35.36'	N 45°01'54" E
C102	23.18'	25.00'	53°07'48"	22.36'	N 63°28'00" E
C103	16.09'	25.00'	36°52'12"	15.81'	N 18°28'00" E
C104	39.27'	25.00'	90°00'00"	35.36'	S 45°01'54" W
C105	23.18'	25.00'	53°07'48"	22.36'	S 63°28'00" W
C106	16.09'	25.00'	36°52'12"	15.81'	S 18°28'00" W
C107	46.09'	25.00'	105°37'10"	39.83'	S 37°09'31" E
C108	28.78'	25.00'	65°57'15"	27.22'	S 56°59'29" E
C109	17.31'	25.00'	39°39'56"	16.96'	S 04°10'54" E
C110	116.65'	50.00'	133°40'19"	91.94'	N 51°11'05" W
C111	22.32'	50.00'	25°34'32"	22.13'	N 02°51'48" E
C112	30.47'	50.00'	34°54'55"	30.00'	N 27°22'55" W
C113	31.03'	50.00'	35°33'10"	30.53'	N 62°36'57" W
C114	32.84'	50.00'	37°37'43"	32.25'	S 80°47'36" W
C115	15.84'	25.00'	36°18'11"	15.58'	N 80°07'50" E
C116	5.06'	25.00'	11°36'00"	5.05'	N 67°46'45" E
C117	10.78'	25.00'	24°42'11"	10.70'	N 85°55'50" E
C118	14.18'	98.50'	8°15'02"	14.17'	N 85°50'35" W
C119	16.11'	98.50'	9°22'25"	16.10'	S 85°20'41" W
C120	16.58'	25.00'	38°00'01"	16.28'	S 80°20'31" E

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C121	7.43'	25.00'	17°01'49"	7.40'	S 69°51'25" E
C122	9.15'	25.00'	20°58'11"	9.10'	S 88°51'26" E
C123	128.53'	50.00'	147°16'55"	95.95'	S 45°01'02" W
C124	31.79'	50.00'	36°25'48"	31.26'	N 79°33'24" W
C125	30.47'	50.00'	34°54'55"	30.00'	S 64°46'14" W
C126	30.47'	50.00'	34°54'55"	30.00'	S 29°51'20" W
C127	35.80'	50.00'	41°01'18"	35.04'	S 08°06'47" E
C128	16.58'	25.00'	38°00'01"	16.28'	N 09°37'26" W
C129	16.11'	98.50'	9°22'20"	16.09'	S 04°41'25" W
C130	80.92'	51.50'	90°01'39"	72.85'	S 45°01'04" W
C131	48.28'	51.50'	53°43'03"	46.53'	S 63°10'22" W
C132	32.64'	51.50'	36°18'36"	32.09'	S 18°09'33" W
C133	80.87'	51.50'	89°58'21"	72.81'	S 44°58'56" E
C134	51.53'	51.50'	57°19'50"	49.41'	S 54°01'24" E
C135	6.54'	51.50'	7°16'47"	6.54'	S 86°19'43" E
C136	22.80'	51.50'	25°21'44"	22.61'	S 12°40'37" E
C137	15.34'	25.00'	35°08'44"	15.10'	N 12°25'24" E
C138	122.04'	50.00'	139°50'41"	93.92'	S 39°55'34" E
C139	8.86'	98.50'	5°09'13"	8.86'	S 02°34'21" E
C140	13.48'	50.00'	15°26'48"	13.44'	S 22°16'22" W
C141	33.62'	50.00'	38°31'28"	32.99'	S 04°42'46" E
C142	30.47'	50.00'	34°54'55"	30.00'	S 41°25'57" E
C143	30.47'	50.00'	34°54'55"	30.00'	S 76°20'52" E
C144	14.00'	50.00'	16°02'35"	13.95'	N 78°10'23" E
C145	15.34'	25.00'	35°08'44"	15.10'	S 87°43'27" W
C146	26.24'	98.50'	15°15'55"	26.17'	S 82°20'08" E
C147	11.51'	98.50'	6°41'52"	11.51'	S 78°03'07" E
C148	14.73'	98.50'	8°34'04"	14.72'	S 85°41'04" E
C149	80.90'	51.50'	90°00'00"	72.83'	N 44°58'06" W
C150	1.74'	51.50'	1°56'27"	1.74'	N 88°59'53" W
C151	46.93'	51.50'	52°12'34"	45.32'	N 61°55'22" W
C152	32.22'	51.50'	35°50'59"	31.70'	N 17°53'35" W
C153	78.54'	50.00'	90°00'00"	70.71'	N 44°58'06" W
C154	46.36'	50.00'	53°07'48"	44.72'	N 63°24'12" W
C155	32.18'	50.00'	36°52'12"	31.62'	N 18°24'12" W
C156	33.32'	100.00'	19°05'28"	33.17'	S 80°25'22" E
C157	82.23'	100.00'	47°06'53"	79.93'	S 47°19'12" E
C158	16.45'	25.00'	37°41'47"	16.15'	N 09°28'19" W
C159	0.13'	25.00'	0°18'14"	0.13'	N 28°28'19" W
C160	32.18'	50.00'	36°52'12"	31.62'	N 18°24'12" E
C161	46.36'	50.00'	53°07'48"	44.72'	S 63°24'12" E
C162	15.61'	956.00'	0°56'08"	15.61'	S 89°19'43" W
C163	196.44'	3165.42'	3°33'21"	196.41'	N 88°01'06" E
C164	37.34'	3165.42'	0°40'33"	37.34'	N 89°27'30" E
C165	40.01'	3165.42'	0°43'27"	40.01'	N 88°45'30" E
C166	40.02'	3165.42'	0°43'28"	40.02'	N 88°02'02" E
C167	40.05'	3165.42'	0°43'29"	40.05'	N 87°18'33" E
C168	39.02'	3165.42'	0°42'23"	39.02'	N 86°35'37" E
C169	78.54'	50.00'	90°00'00"	70.71'	S 44°58'06" E

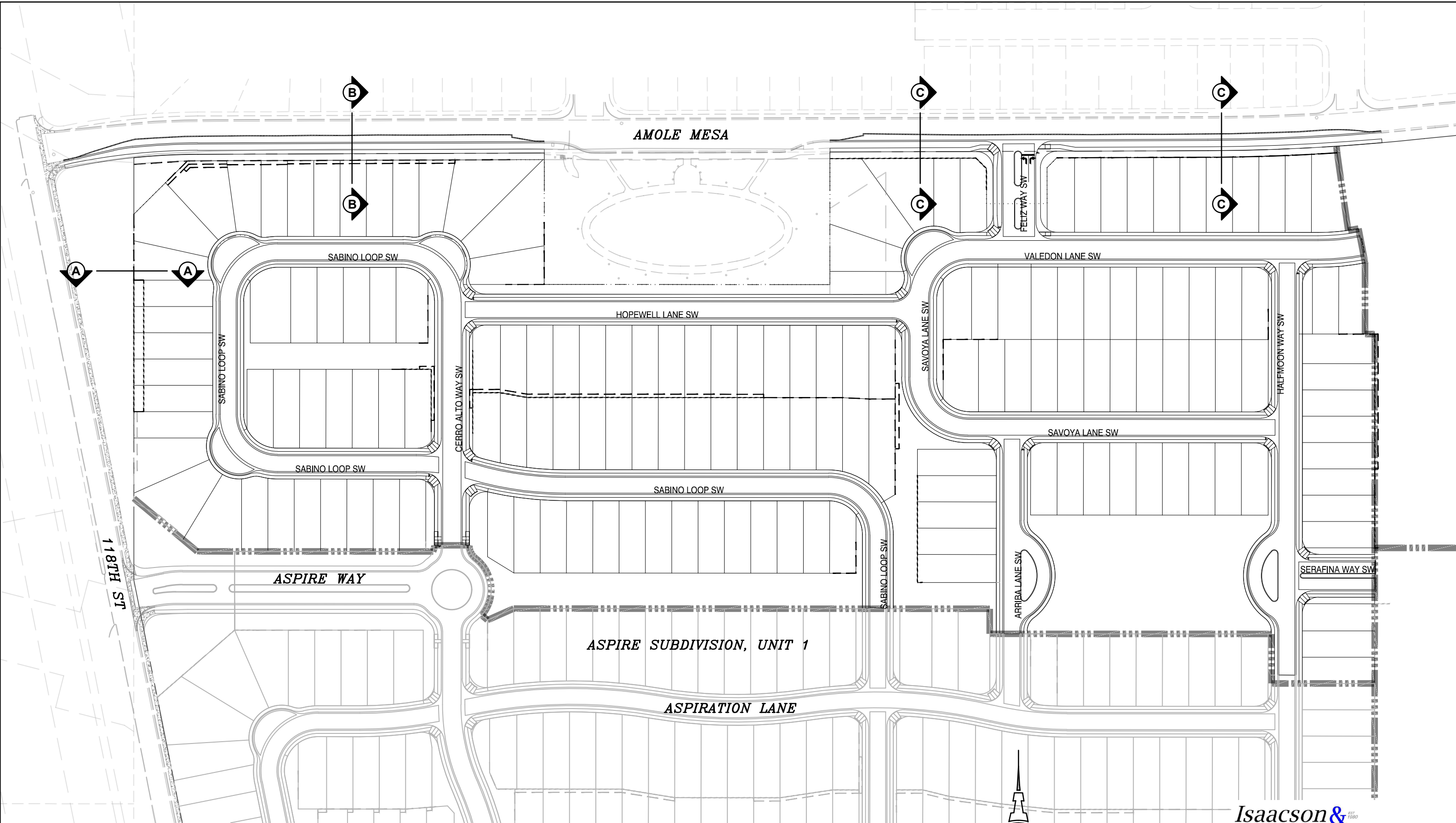
Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.1007	4,388
Lot 2	0.1010	4,400
Lot 3	0.1010	4,400
Lot 4	0.1010	4,400
Lot 5	0.1010	4,400
Lot 6	0.1011	4,405
Lot 7	0.1033	4,499
Lot 8	0.1632	7,108
Lot 9	0.1806	7,868
Lot 10	0.1514	6,596
Lot 11	0.1084	4,724
Lot 12	0.1102	4,800
Lot 13	0.1102	4,800
Lot 14	0.1102	4,800
Lot 15	0.1102	4,800
Lot 16	0.1107	4,821
Lot 17	0.1237	5,386
Lot 18	0.1893	8,247
Lot 19	0.1813	7,897
Lot 20	0.1138	4,956
Lot 21	0.1063	4,632
Lot 22	0.1060	4,618
Lot 23	0.1062	4,625
Lot 24	0.1063	4,631
Lot 25	0.1065	4,638
Lot 26	0.1070	4,660
Lot 27	0.1162	5,061
Lot 28	0.2252	9,810
Lot 29	0.2299	10,015
Lot 30	0.1272	5,543
Lot 35	0.1006	4,383
Lot 36	0.1056	4,601
Lot 37	0.1042	4,540
Lot 38	0.1044	4,546
Lot 39	0.1045	4,553
Lot 40	0.1047	4,559
Lot 41	0.1048	4,566
Lot 42	0.1050	4,575
Lot 43	0.1056	4,601
Lot 44	0.1067	4,646
Lot 45	0.1082	4,712
Lot 46	0.1301	5,668
Lot 47	0.0966	4,207
Lot 48	0.0933	4,066
Lot 49	0.1005	4,378
Lot 50	0.1010	4,400
Lot 51	0.1010	4,400
Lot 52	0.1010	4,400
Lot 53	0.1010	4,400
Lot 54	0.1010	4,400
Lot 55	0.1010	4,400
Lot 56	0.1010	4,400
Lot 57	0.1010	4,400
Lot 58	0.1010	4,400
Lot 59	0.1035	4,509
Lot 60	0.1298	5,655
Lot 61	0.1010	4,400
Lot 62	0.1010	4,400
Lot 63	0.1010	4,400
Lot 64	0.1010	4,400

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 65	0.1010	4,400
Lot 66	0.1010	4,400
Lot 67	0.1010	4,400
Lot 68	0.1010	4,400
Lot 69	0.1010	4,400
Lot 70	0.1010	4,400
Lot 71	0.1005	4,378
Lot 72	0.1136	4,950
Lot 73	0.1010	4,400
Lot 74	0.1010	4,400
Lot 75	0.1010	4,400
Lot 76	0.1010	4,400
Lot 77	0.1010	4,400
Lot 78	0.1010	4,400
Lot 79	0.1008	4,389
Lot 80	0.1036	4,512
Lot 81	0.1010	4,400
Lot 82	0.1010	4,400
Lot 83	0.1016	4,424
Lot 84	0.1010	4,400
Lot 85	0.1010	4,400
Lot 86	0.1010	4,400
Lot 87	0.1010	4,400
Lot 88	0.1010	4,400
Lot 89	0.1010	4,400
Lot 90	0.1010	4,400
Lot 91	0.1002	4,366
Lot 92	0.1172	5,105
Lot 93	0.1102	4,800
Lot 94	0.1102	4,800
Lot 95	0.1102	4,800
Lot 96	0.1096	4,776
Lot 97	0.1024	4,460
Lot 98	0.1020	4,442
Lot 99	0.1010	4,400
Lot 100	0.1010	4,400
Lot 101	0.1010	4,400
Lot 102	0.1010	4,400
Lot 103	0.1010	4,400
Lot 104	0.1010	4,400
Lot 105	0.1010	4,400
Lot 106	0.1010	4,400
Lot 107	0.1010	4,400
Lot 108	0.1010	4,400
Lot 109	0.1010	4,400
Lot 110	0.1010	4,400
Lot 111	0.0977	4,257
Lot 112	0.0980	4,271
Lot 113	0.1228	5,347
Lot 114	0.1056	4,600
Lot 115	0.1056	4,600
Lot 116	0.1056	4,600
Lot 117	0.1056	4,600
Lot 118	0.1562	6,806
Lot 119	0.1013	4,414
Lot 120	0.1102	4,799
Lot 121	0.1102	4,800
Lot 122	0.1102	4,800
Lot 123	0.1102	4,800
Lot 124	0.1102	4,800

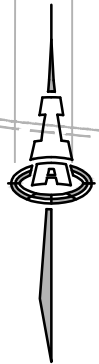
Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 125	0.1088	4,740
Lot 126	0.0979	4,263
Lot 127	0.0982	4,276
Lot 128	0.0994	4,332
Lot 129	0.1010	4,398
Lot 130	0.1010	4,400
Lot 131	0.1010	4,400
Lot 132	0.1010	4,400
Lot 133	0.1010	4,400
Lot 134	0.1010	4,400
Lot 135	0.1010	4,400
Lot 136	0.1010	4,400
Lot 137	0.1010	4,400
Lot 138	0.1010	4,400
Lot 139	0.1014	4,416
Lot 140	0.1092	4,756
Lot 141	0.1330	5,793
Lot 142	0.0949	4,133
Lot 143	0.1010	4,400
Lot 144	0.1010	4,400
Lot 145	0.1010	4,400
Lot 146	0.1010	4,400
Lot 147	0.1010	4,400
Lot 148	0.1010	4,400
Lot 149	0.1010	4,400
Lot 150	0.1010	4,400
Lot 151	0.1010	4,400
Lot 152	0.1010	4,400
Lot 153	0.1014	4,418
Lot 154	0.1041	4,534
Lot 155	0.0983	4,281
Tract A	0.0303	1,318
Tract B	0.8043	35,035
Tract C	0.4459	19,421
Tract D	1.3612	59,296
Tract E	0.0227	990
Tract F	0.0227	990
Tract G	0.0321	1,399
Tract H	0.0219	952
Tract I	0.1265	5,508
Tract J	0.0801	3,488
Tract K	0.1278	5,567
Tract L	0.0372	1,620
Tract M	0.2719	11,843
Tract N	0.0200	870
Tract O	0.3269	14,239
Tract P	0.2151	9,371
Tract PR	6.5169	283,875



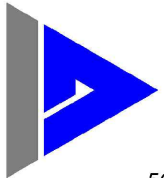
M:\PROJECTS\2200-2299\2299\DWG\2423 C-701 PERIMETER WALL.dwg Justin 2/7/2023 7:43 AM



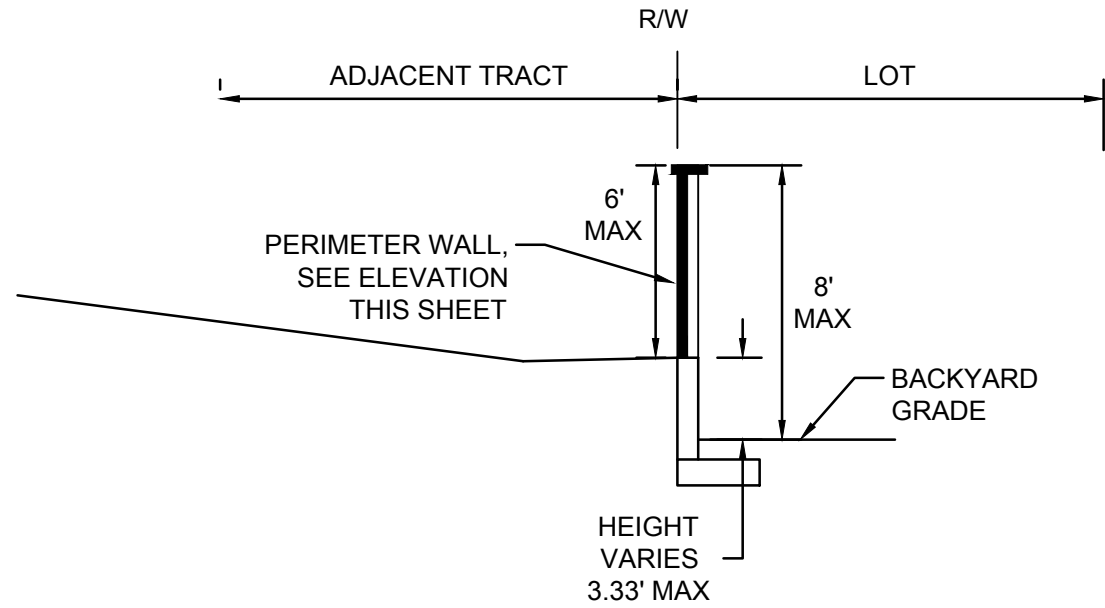
ASPIRE SUBDIVISION, UNIT 2
PERIMETER WALL EXHIBIT
NOT TO SCALE



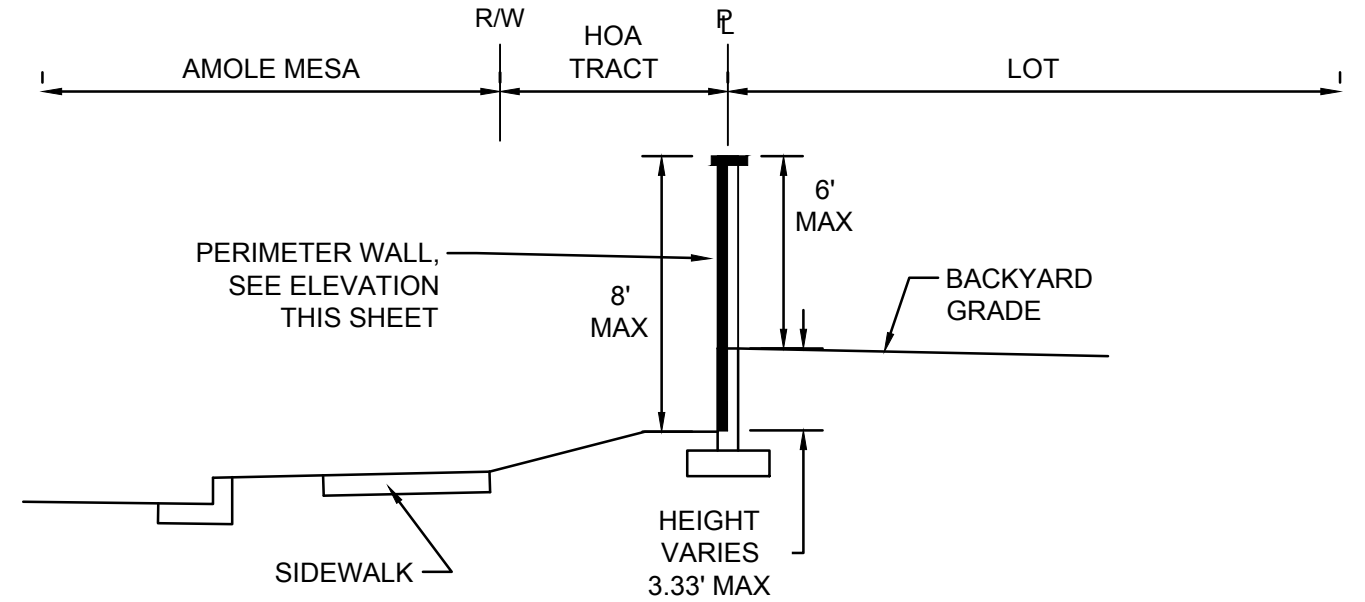
Isaacson & Arfman, Inc.
Civil Engineering Consultants



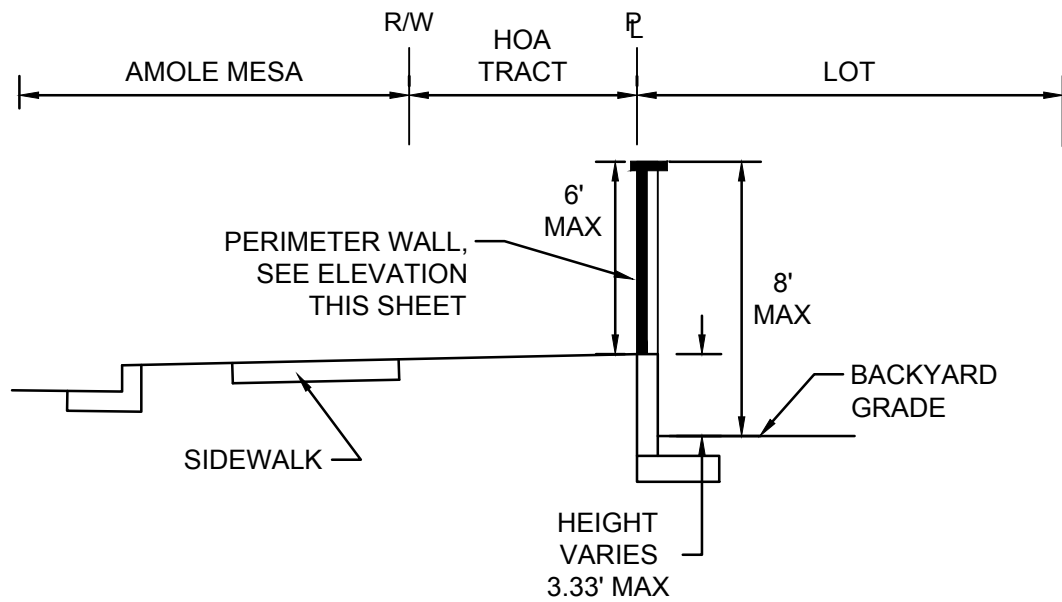
128 Monroe Street NE
Albuquerque, NM 87108
505-268-8828 | www.iacivil.com



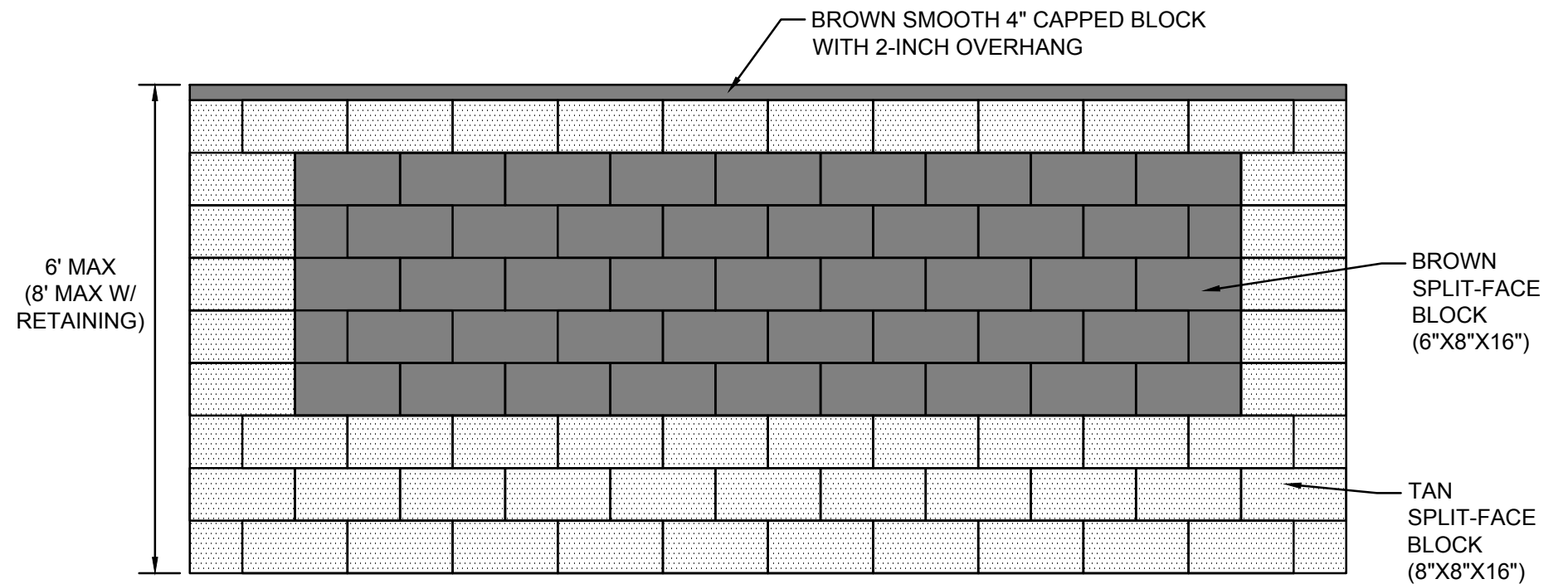
SECTION A-A
NOT TO SCALE



SECTION C-C
NOT TO SCALE



SECTION B-B
NOT TO SCALE



PERIMETER WALL ELEVATION
NOT TO SCALE

**AMENDMENT TO AGREEMENT TO
CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

Project Name: Aspire Subdivision Unit 2
City Project # 757584

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 D.R. Horton, Inc. ("Developer"), a Delaware corporation, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is PBLesley@drhorton.com, whose address is 8400 Wyoming Blvd. NE, Suite A (City) Albuquerque, (State) NM (Zip Code) 87113 and whose telephone number is (505) 798-7655, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Developer entered into an Agreement to Construct Public and/or Private Infrastructure Improvements ("Original Agreement") on March 9, 2022 which was recorded on 03/11/2022, as Document No. 2022024547 in the records of the Bernalillo County Clerk, State of New Mexico, wherein the Developer agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the parties agree that the word "Subdivider" used in any previous Agreements is replaced with the word "Developer" for this Agreement. This change has no substantive effect on any other provision of the agreement.

WHEREAS, the Developer has requested to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Developer is able to provide the required financial guaranty.

THEREFORE, the Developer and the City agree to amend the Original Agreement as follows:

1. Amending paragraph 4 Work Order Requirements: Paragraph 4 in the original Agreement is deleted and replaced by the following amended paragraph 4:

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.

2. Amending Section 6. Financial Guaranty, second paragraph, to read as follows:

To meet the Integrated Development Ordinance requirements, the Developer has acquired or is able to acquire the following "Financial Guaranty":

Type of Financial Guaranty: Subdivision Bond

Amount: \$548,934.59

Name of Financial Institution or Surety providing Guaranty: _____

Date City first able to call Guaranty (Construction Completion Deadline):
December 29, 2023

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: February 29, 2024

Additional information: _____

3. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

CITY OF ALBUQUERQUE:

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

Agreement is effective as of (Date): _____

CITY'S NOTARY

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

This instrument was acknowledged before me on _____ day of _____, 2020,
by Shahab Biazar, P.E., Acting City Engineer of the City of Albuquerque, a municipal
corporation, on behalf of said corporation.

(SEAL)

Notary Public

My

Commission

Expires:

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. GM225132

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we D.R. Horton, Inc. ("Developer") a DE corporation, as "Principal", and Great Midwest Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of TX 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 Five Hundred Forty Eight Thousand Nine Hundred Thirty Four and 59/100 Dollars, (\$548,934.59), 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 Aspire Subdivision Unit 2 ("Developer's Property"), City Project No. 757584; 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: Public Improvements ("Improvements")


All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between D.R. Horton, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on March 11, 2022 as Document Number 2022024547, as amended by change order or amendments to the agreement.

Bond No. GM225132


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 _____, 20 ____ ("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 2nd day of February, 2023.

D.R. Horton, Inc.

By: 
Name: TONYA DUXTON
Title: DIVISION PRESIDENT
Dated: 2-3-2023

Great Midwest Insurance Company

By: 
Name: Noah William Pierce
Title: Attorney-In-Fact
Dated: 2/2/23



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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Noah William Pierce, Bryan M Caneschi, Amy R. Waugh, Jynell Marie Whitehead, Rebecca E. Cano, Catherine Thompson

as true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



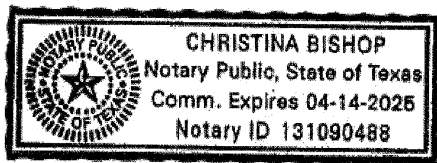
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument and that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolution is set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of February, 2023.



BY

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PROJECT NO. 757584

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description)
Tract FD1, Aspire Subdivision Unit 1
 recorded on (Date) March 23, 2021, in Book 2021C, page 0029 through
—, as Document No. 2021034008 in the records of Bernalillo County Clerk,
 State of New Mexico ("Developer's Property"); 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 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.

1

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 November 4, 2024 ("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: \$ 268,513.89

Name of Financial Institution or Surety providing Guaranty: _____

Date City first able to call Guaranty (Construction Completion Deadline): _____

November 4, 2024

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: January 4, 2025

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.

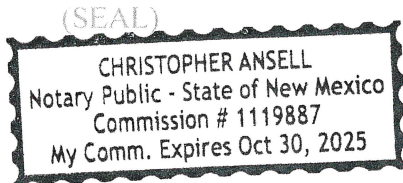
DEVELOPER: D.R. Horton, Inc.

By [signature]: *Tonya Buxton*
Name [print]: Tonya Buxton
Title: Division President
Dated: 2/7/23

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on 7 day of February, 2023 by
(name of person:) Tonya Buxton, (title or capacity, for instance, "President" or
"Owner":) Division President of
(Developer:) D.R. Horton, Inc.



Christopher Ansell
Notary Public

My Commission Expires: 10/30/2025

CITY OF ALBUQUERQUE:

Dated: _____

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

(SEAL)

My Commission Expires: _____

INFRASTRUCTURE BOND (Procedure B)

Bond No. GM225133

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we D.R. Horton, Inc. ("Developer") a DE corporation, as "Principal", and Great Midwest Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of TX 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 Two Hundred Sixty Eight Thousand Five Hundred Thirteen and 89/100 Dollars, (\$268,513.89), 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 Aspire Subdivision Unit 2 ("Developer's Property"), City Project No. 757584; 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: Sidewalk Deferral ("Improvements")


All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between D.R. Horton, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on March 23, 2021 as Document Number 2021034008, as amended by change order or amendments to the agreement.

Bond No. GM225133


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 _____, 20 ____ ("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 2nd day of February, 2023.

D.R. Horton, Inc.

By: 
Name: TONYA COXTON
Title: DIVISION PRESIDENT
Dated: 2-3-2023

Great Midwest Insurance Company

By: 
Name: Noah William Pierce
Title: Attorney-In-Fact
Dated: 2/2/23



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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Noah William Pierce, Bryan M Caneschi, Amy R. Waugh, Jynell Marie Whitehead, Rebecca E. Cano, Catherine Thompson

as true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

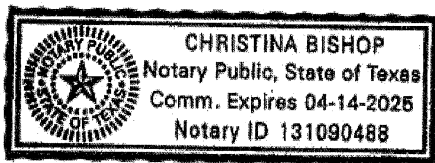


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument and that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of February, 2023.



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SUPPORTIVE DOCUMENTATION



February 6, 2023

Development Hearing Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87102

Re: Aspire PR-2019-002411

To Whom it May Concern:

D.R. Horton, Inc. hereby authorizes Consensus Planning ("CP"), Issacson and Arfman ("IA"), and Price Land & Development Group ("PLDG") to act on behalf of D.R. Horton, Inc. for all applications on the above referenced project.

Sincerely,

A handwritten signature in black ink that reads "Tonya Buxton". The signature is written in a cursive style with a large, stylized "T" and "B".

By: D.R. Horton, Inc.
Tonya Buxton
Albuquerque Division President

February 14, 2023

Development Hearing Officer
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87103

**RE: PR-2019-002411 - Aspire Subdivision, Unit 2; Zone Atlas Map N-08
Final Plat DHO Application**

To Whom It May Concern:

Isaacson & Arfman, Inc., acting as agents for the Developer of the above referenced 155-lot development located south of Amole Mesa Ave SW and east of 118th St. SW is submitting an application for a final plat.

The preliminary plat for Aspire Units 1-4 was approved by DRB on November 4, 2020, and a second extension was approved on October 26, 2022 with an expiration date of November 10, 2023. The infrastructure for Unit 2 is approximately 95% complete. An amended infrastructure improvements agreement and a sidewalk deferral agreement have been submitted to the City for recording.

If you have questions regarding this submittal, please email me at asaw@iacivil.com.

Thank you.

Sincerely,
ISAACSON & ARFMAN, INC.



Asa Nilsson-Weber, P.E.

Attachments