



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 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

APPLICATION INFORMATION

Applicant/Owner:		Phone:
Address:		Email:
City:	State:	Zip:
Professional/Agent (if any):		Phone:
Address:		Email:
City:	State:	Zip:
Proprietary Interest in Site:	List <u>all</u> owners:	

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

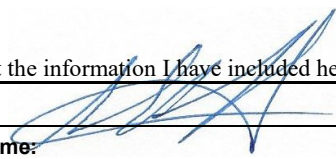
Lot or Tract No.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s):	Existing Zoning:	Proposed Zoning
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):

LOCATION OF PROPERTY BY STREETS

Site Address/Street:	Between:	and:
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

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:
Printed Name:	<input type="checkbox"/> Applicant or <input 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

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

SUPPORTIVE DOCUMENTATION

- ___ 8) Letter of authorization from the property owner if application is submitted by an agent
- ___ 9) Letter describing and explaining the request
- ___ 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- ___ 11) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

_ SUBDIVISION OF LAND – MINOR (PRELIMINARY/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 three documentation sections in **bold** below.

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Preliminary/Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat
- ___ 6) 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) Sidewalk Exhibit and/or cross sections of proposed streets
- ___ 8) Proposed Infrastructure List, if applicable

SUPPORTIVE DOCUMENTATION

- ___ 9) Letter of authorization from the property owner if application is submitted by an agent
- ___ 10) Letter describing, explaining, and justifying the request per the criteria in IDO 14-16-6-6(K)(3)
- ___ 11) Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ 12) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer

PUBLIC NOTICE DOCUMENTATION

- ___ 13) Required Content of Notice at Submittal per IDO Section 14-16-6-4(K)(1)
 - ___ Office of Neighborhood Coordination notice inquiry response
 - ___ Completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
 - ___ Proof of emailed notice to affected Neighborhood Association representatives
- ___ 14) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

_ MINOR AMENDMENT TO PRELIMINARY PLAT

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter of authorization from the property owner if application is submitted by an agent
- ___ 6) Proposed Amended Preliminary Plat and/or Grading and Drainage Plan
- ___ 7) Original Preliminary Plat and/or Grading and Drainage Plan
- ___ 8) Infrastructure List, if applicable
- ___ 9) Interpreter Needed for Hearing? ___ 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.

Legal Description & Location: Volcano Mesa at the Trails / TR 2 BULK LAND PLAT OF THE TRAILS UNIT 2 (BEING A REPLAT OF TRACTS G & J THE TRAILS AND UNPLATTED DEED PARCELS)CONT / Paseo del Norte NW and Universe Blvd NW

Job Description: _____

Hydrology:

- Grading and Drainage Plan Approved _____ NA
- AMAFCA Approved _____ NA
- Bernalillo County _____ Approved NA
- NMDOT _____ Approved NA
- MRGCD _____ Approved NA

Renee C. Brissette 07/28/23
 Hydrology Department Date

Transportation:

- Traffic Circulations Layout (TCL) _____ Approved NA
- Traffic Impact Study (TIS) _____ Approved NA
- Neighborhood Impact Analysis (NIA) _____ Approved NA
- Bernalillo County _____ Approved NA
- NMDOT _____ Approved NA

Ernest Armijo 7/28/2023
 Transportation Department Date

Albuquerque Bernalillo County Water Utility Authority (ABCWUA):

- Availability Statement/Serviceability Letter Approved _____ NA
- ABCWUA Development Agreement Approved _____ NA
- ABCWUA Service Connection Agreement _____ Approved NA

Jeremy Shell 7/27/23
 ABCWUA Date

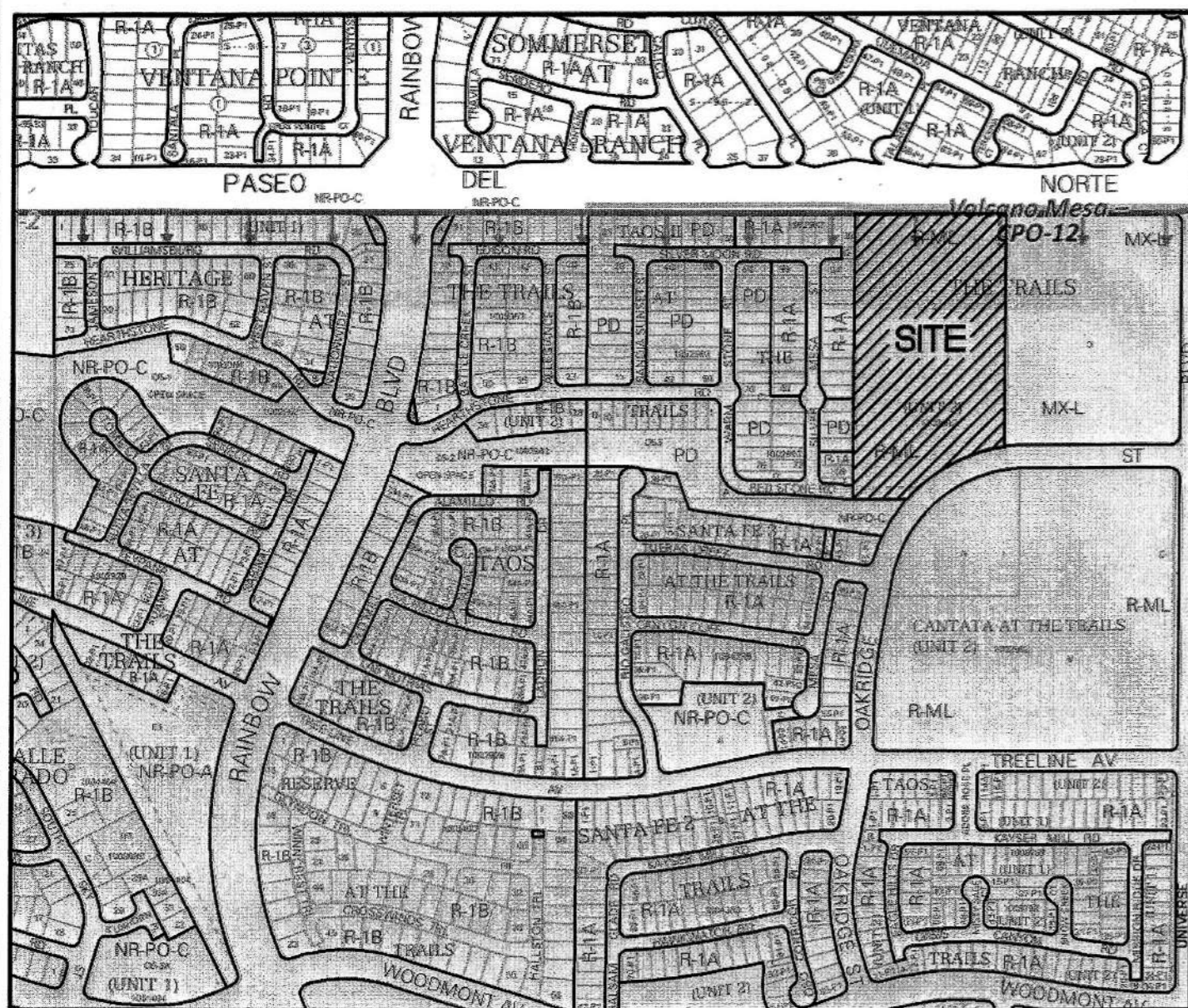
- Infrastructure Improvements Agreement (IIA*) _____ Approved
- AGIS (DXF File) _____ Approved
- Fire Marshall Signature on the plan _____ Approved

Signatures on Plat

- Owner(s) _____ Yes
- City Surveyor _____ Yes
- AMAFCA** _____ Yes _____ NA
- NM Gas** _____ Yes
- PNM** _____ Yes
- COMCAST** _____ Yes
- MRGCD** _____ Yes _____ 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



Vicinity Map - Zone Atlas C-9-Z

N.T.S.

Documents

- TITLE COMMITMENT PROVIDED BY STEWART TITLE, HAVING FILE NO. 1194275 AND AN EFFECTIVE DATE OF APRIL 9, 2021.
- PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON OCTOBER 18, 2004, IN PLAT BOOK 2004C, PAGE 332.
- SPECIAL WARRANTY DEED FOR THE O SQUARED TRUST, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON OCTOBER 25, 2017, AS DOCUMENT NO. 2017102257.

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.

SAID OWNERS DO HEREBY DEDICATE PUBLIC RIGHT OF WAY AS SHOWN HEREON FOR SIDREAUX LOOP NW, SIDREAUX COURT NW, AND ATHERSTONE LANE NW TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE.

Tonya Buxton 7.10.23
 TONYA BUXTON, ALBUQUERQUE DIVISION PRESIDENT DATE
 D.R. HORTON, INC.

STATE OF NEW MEXICO }
 COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 10, 2023
 BY: TONYA BUXTON, ALBUQUERQUE DIVISION PRESIDENT, D.R. HORTON, INC.

By: *[Signature]*
 NOTARY PUBLIC

CAROLINA RODRIGUEZ
 Notary Public - State of New Mexico
 Commission # 1072305
 My Comm. Expires Nov 17, 2025

MY COMMISSION EXPIRES Nov 17, 2025

Indexing Information

Section 16, Township 11 North, Range 2 East, N.M.P.M.
 as Projected into the Town of Alameda Grant
 Subdivision: The Trails, Unit 2
 Owner: D.R. Horton, Inc.
 UPC #: 100906444647910105

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- DEDICATE RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.
- VACATE EASEMENT(S) AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE 10.3941 ACRES
 ZONE ATLAS PAGE NO. C-9-Z
 NUMBER OF EXISTING TRACTS 1
 NUMBER OF LOTS CREATED 72
 NUMBER OF TRACTS CREATED 7
 MILES OF FULL-WIDTH STREETS 0.4102 MILES
 MILES OF HALF-WIDTH STREETS 0.00 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE 2.3413 ACRES
 DATE OF SURVEY JUNE 2023

Notes

- FIELD SURVEY PERFORMED IN APRIL AND MAY 2021 AND REVISITED IN MAY AND JUNE 2023.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0103H, DATED AUGUST 16, 2012, AND RATE MAP NO. 35001C0111G, DATED SEPTEMBER 26, 2008.

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 NUMBERED TWO (2), OF THE TRAILS UNIT 2, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED, "BULK LAND PLAT OF THE TRAILS UNIT 2 (BEING A REPLAT OF TRACTS G AND J, THE TRAILS AND UNPLATTED DEED PARCELS) WITHIN THE TOWN OF ALAMEDA GRANT, IN PROJECTED SECTION 16, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AUGUST 2004", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON OCTOBER 18, 2004, IN PLAT BOOK 2004C, PAGE 332.

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UPC # 100906444647910105

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Volcano Mesa
 Being Comprised of
 Tract 2
 The Trails, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2023**

Project Number: PR-2021-005717

Application Number:

Plat Approvals:

- [Signature]* Jul 7, 2023
- PNM Electric Services Jul 7, 2023
- Abdul A. Shaiqan* Jul 7, 2023
- Qwest Corp. d/b/a CenturyLink QC Jul 7, 2023
- Jeff Estevan* Jul 7, 2023
- New Mexico Gas Company Jul 7, 2023
- Mike Morris* Jul 7, 2023

Comcast

City Approvals:

Loren N. Risenhoover P.S. 7-6-2023
 City Surveyor

Traffic Engineering, Transportation Division

ABCWUA

Parks and Recreation Department

[Signature] 7/5/2023
 AMAFCA

Hydrology

Code Enforcement

Planning Department

City Engineer

Surveyor's Certificate

I, BRIAN J. 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 J. Martinez 7/7/23
 BRIAN J. MARTINEZ Date
 N.M.R.P.S. No. 18374

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
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (10/18/2004, 2004C-332)
{N 90°00'00" E}	RECORD BEARINGS AND DISTANCES PER PLAT (11/9/2007, 2007C-124)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT AS INDICATED
▲	SET CENTERLINE MONUMENT STAMPED "LS 14271" UNLESS OTHERWISE NOTED

ACS Monument " 2-B10 "

NAD 1983 CENTRAL ZONE

X=1497789.568*

Y=1528038.78 *

Z=5432.168 * (NAVD 1988)

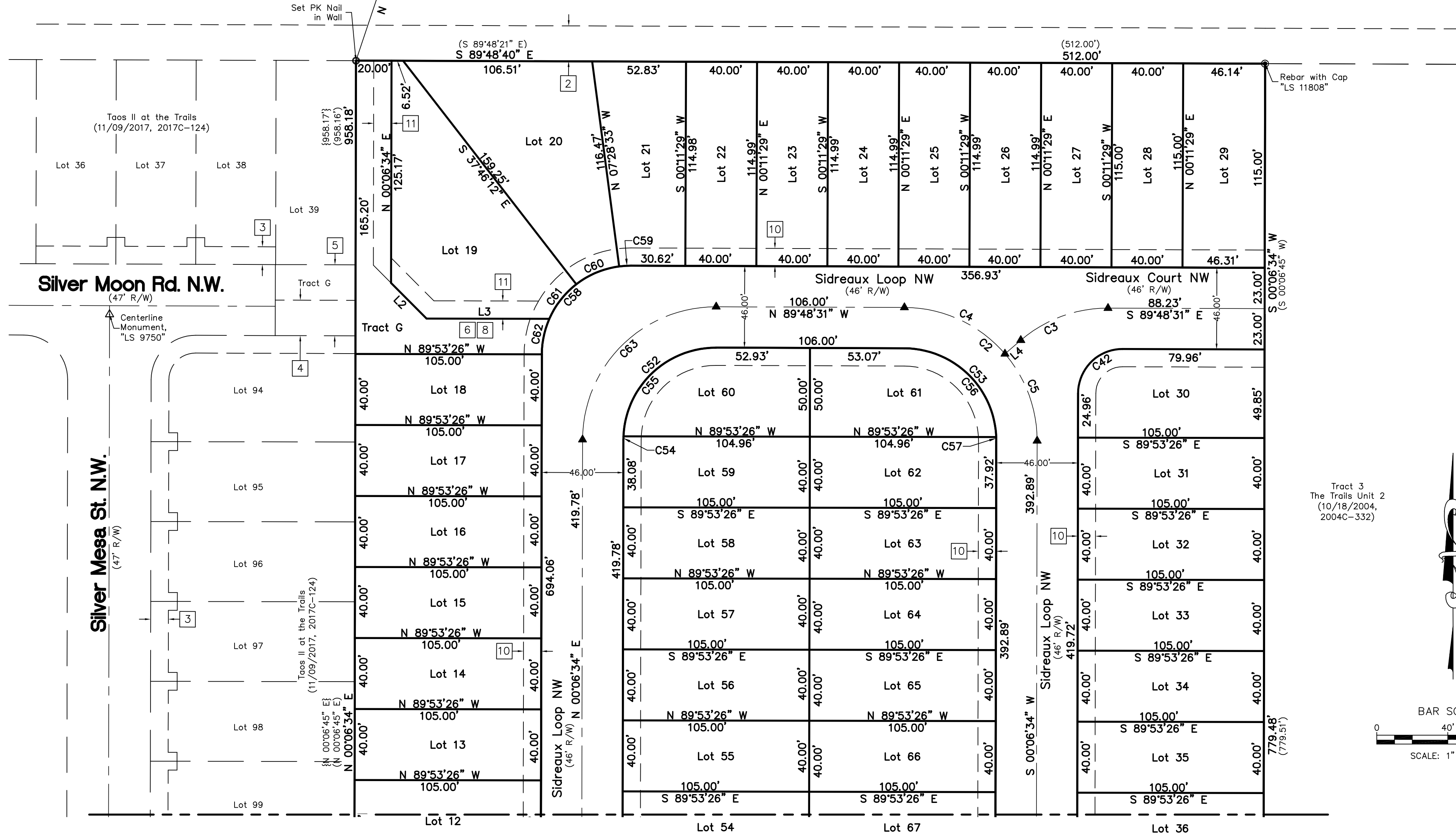
G-G=0.999667416

Mapping Angle=-0°16'30.71"

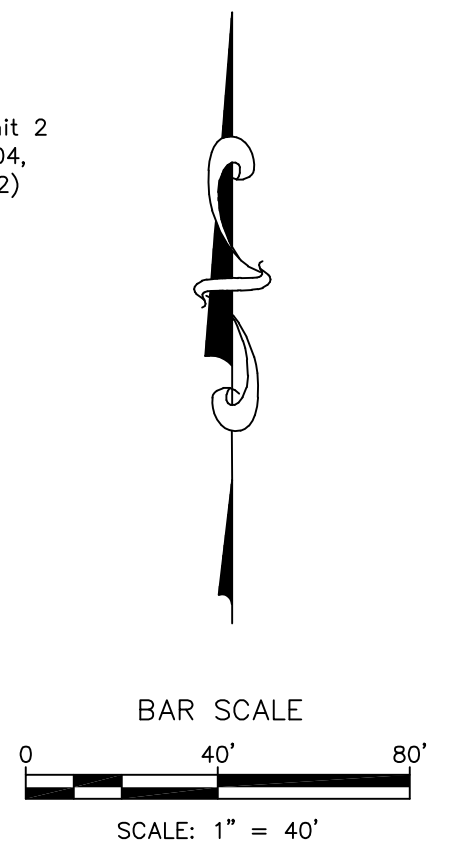
*U.S. SURVEY FEET

Plat for
Volcano Mesa
 Being Comprised of
Tract 2
The Trails, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2023

Paseo Del Norte NW
 (R/W Varies)



Tract 3
 The Trails Unit 2
 (10/18/2004,
 2004C-332)



Matchline - See Sheet 3 of 4

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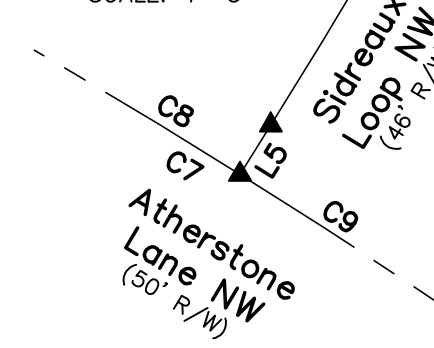
Matchline - See Sheet 2 of 4

Plat for
Volcano Mesa
 Being Comprised of
Tract 2
The Trails, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 June 2023

Tract 3
 The Trails Unit 2
 (10/18/2004,
 2004C-332)

Detail "A"

SCALE: 1"=5'



Silver Mesa St. N.W.
 (47' R/W)

Oak Ridge St. N.W.
 (78' R/W)

Red Stone Rd. N.W.
 (47' R/W)

ACS Monument "2-C9"
 NAD 1983 CENTRAL ZONE
 X=1494519.241 *
 Y=1521672.052 *
 Z=5454.55 * (NAVD 1988)
 G-G=0.999666850
 Mapping Angle=-0°16'52.77"
 *U.S. SURVEY FEET

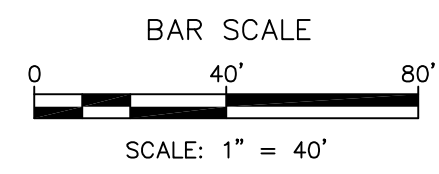
Tract OS-3
 The Trails, Unit 2
 (10/18/2004, 2004C-332)

Right-of-Way
 Dedicated to the
 City of Albuquerque
 in Fee Simple with
 the filing of this Plat
 101,990 Sq. Ft.
 2.3414 Acres

Tract B
 Cantata at The Trails, Unit 2
 (10/26/2007, 2007C-315)

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (10/18/2004, 2004C-332)
{N 90°00'00" E}	RECORD BEARINGS AND DISTANCES PER PLAT (11/9/2007, 2007C-124)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT AS INDICATED
▲	SET CENTERLINE MONUMENT STAMPED "LS 14271" UNLESS OTHERWISE NOTED



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Easement Notes

- 1 EXISTING 40' PRIVATE ACCESS AND PUBLIC DRAINAGE AND UTILITY EASEMENT (10/18/2004, 2004C-332) PORTION VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS
- 2 EXISTING 20' PNM EASEMENT (3/23/2004, BK. A74, PG. 7747, DOC. NO. 2004037858) AS SHOWN ON THE PLAT (10/18/2004, 2004C-332)
- 3 EXISTING 10' P.U.E. (11/09/2017, 2017C-124)
- 4 EXISTING 20' WATER EASEMENT GRANTED TO ABCWUA (11/09/2017, 2017C-124)
- 5 EXISTING BLANKET PRIVATE ACCESS, DRAINAGE AND SANITARY SEWER EASEMENT, ACROSS TRACT G, TAOS II AT THE TRAILS, BENEFITING LOT 39, TAOS II AT THE TRAILS (11/09/2017, 2017C-124)
- 6 BLANKET PUBLIC WATER EASEMENT TO ABCWUA GRANTED WITH THE FILING OF THIS PLAT
- 7 BLANKET PUBLIC SANITARY SEWER EASEMENT TO ABCWUA GRANTED WITH THE FILING OF THIS PLAT
- 8 BLANKET PUBLIC PEDESTRIAN ACCESS EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- 9 BLANKET PUBLIC DRAINAGE AND STORM DRAIN EASEMENT TO THE CITY OF ALBUQUERQUE GRANTED WITH THE FILING OF THIS PLAT
- 10 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 11 10' PNM EASEMENT GRANTED WITH THE FILING OF THIS PLAT

IDO and DPM Waiver Notes

1. A WAIVER FROM IDO STANDARDS PERMITTING THE TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION AS DEPICTED ON THE TRACT 2 TRAILS DEFERRED SIDEWALK EXHIBIT DATED JULY 7, 2021 UNTIL CONSTRUCTION IS COMPLETED. WAS APPROVED UNDER VA-2021-00310 ON DECEMBER 15, 2021.

THE REQUEST IS JUSTIFIED PER 14-16-6-6(P)(3) OF THE IDO. THIS REQUEST WILL NOT BE MATERIALLY CONTRARY TO THE PUBLIC SAFETY, HEALTH, OR WELFARE AND WILL NOT CAUSE SIGNIFICANT MATERIAL ADVERSE IMPACTS ON SURROUNDING PROPERTIES.
2. A WAIVER FROM IDO STANDARDS PERMITTING THE BLOCK LENGTH OF THE WESTERN BLOCK OF THE PROPOSED DEVELOPMENT TO BE 796 FEET AND EXCEED THE MAXIMUM ALLOWABLE BLOCK LENGTH OF 600 FEET WAS APPROVED UNDER VA-2021-00396 ON DECEMBER 15, 2021.

THE REQUEST IS JUSTIFIED PER 14-16-6-6(P)(3) OF THE IDO. THE APPROVAL OF THE WAIVER WILL ENABLE TRACT A AS DEPICTED ON THE PLAT TO PROVIDE A COMMON AREA CONSISTENT WITH A NEIGHBORING SUBDIVISION.
3. A WAIVER FROM IDO STANDARDS PERMITTING A STUB STREET DUE TO THE UNFEASIBILITY OF PROVIDING A CONNECTION TO AN EXISTING STREET OR FUTURE ROAD EXTENSION PER 5-3(E)(1)(D) OF THE IDO, WAS APPROVED UNDER VA-2021-00397 ON DECEMBER 15, 2021.

THE REQUEST IS JUSTIFIED PER 14-16-6-6(P)(3) OF THE IDO. ABCWUA HAS REQUESTED THAT A WATERLINE STUB BE PROVIDED TO THE ADJACENT TRACT TO THE EAST OF THE SUBJECT PROPERTY FOR A FUTURE CONNECTION, AND THE STUB STREET WAS ADDED TO PROVIDE ROW FOR THE WATERLINE STUB.
4. A WAIVER FROM IDO STANDARDS PERMITTING REAR YARDS FOR THE LOTS ALONG PASEO DEL NORTE, AN ARTERIAL STREET. 5-4(F)(2)(B) DISCOURAGES LAYOUTS WHERE THE REAR LOT LINE IS ADJACENT TO A COLLECTOR OR ARTERIAL STREET. WAS APPROVED UNDER VA-2021-00398 ON DECEMBER 15, 2021.

THE REQUEST IS JUSTIFIED PER 14-16-6-6(P)(3) OF THE IDO. THE EXISTING SUBDIVISIONS LOCATED WEST OF THE SUBJECT PROPERTY HAVE BACKYARDS ALONG PASEO DEL NORTE, AND PROVIDING A SIMILAR LAYOUT WITH THE PROPOSED DEVELOPMENT WOULD BE CONSISTENT WITH THE SUBDIVISIONS TO THE WEST. FURTHERMORE, AN ADDITIONAL 10-FEET IS BEING PROVIDED FOR THE REAR-YARD SETBACK TO HELP BUFFER FUTURE HOMES FROM PASEO DEL NORTE, AND A MULTI-USE TRAIL IS BEING DEVELOPED ALONG PASEO DEL NORTE WHICH WILL ADD VARIETY TO THE STREETScape.

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	382.12' (381.94')	539.00' (539.00')	40°37'10"	374.17'	S 61°37'23" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C2	117.70'	75.00'	89°55'05"	105.99'	N 44°50'58" W
C3	53.47'	75.00'	40°50'55"	52.35'	S 69°46'01" W
C4	64.34'	75.00'	49°09'05"	62.38'	N 65°13'58" W
C5	53.36'	75.00'	40°46'00"	52.25'	N 20°16'26" W
C6	111.59'	200.00'	31°58'10"	110.15'	N 16°05'40" E
C7	227.10'	200.00'	65°03'33"	215.09'	N 57°16'44" W
C8	111.31'	200.00'	31°53'16"	109.88'	N 73°51'53" W
C9	115.79'	200.00'	33°10'17"	114.18'	N 41°20'07" W
C10	118.10'	75.00'	90°13'12"	106.27'	N 45°08'51" E
C11	81.82'	52.00'	90°08'51"	73.63'	N 45°11'00" E
C12	48.71'	52.00'	53°40'28"	46.95'	N 63°25'12" E
C13	33.10'	52.00'	36°28'24"	32.55'	N 18°20'46" E
C14	157.34'	100.00'	90°08'51"	141.60'	N 45°11'00" E
C15	127.18'	100.00'	72°52'14"	118.78'	N 53°49'18" E
C16	30.15'	100.00'	17°16'37"	30.04'	N 08°44'53" E
C17	39.31'	25.00'	90°04'55"	35.38'	S 45°09'02" W
C18	10.30'	25.00'	23°36'36"	10.23'	S 11°54'52" W
C19	29.00'	25.00'	66°28'18"	27.40'	S 56°57'20" W
C20	164.18'	175.00'	53°45'17"	158.23'	N 62°55'53" W
C21	45.00'	25.00'	103°08'23"	39.17'	N 15°30'57" E
C22	12.79'	175.00'	4°11'14"	12.79'	N 87°42'54" W
C23	40.83'	175.00'	13°22'10"	40.74'	N 78°56'12" W
C24	44.21'	175.00'	14°28'26"	44.09'	N 65°00'53" W
C25	66.35'	175.00'	21°43'26"	65.95'	N 46°54'57" W
C26	41.86'	539.00'	4°26'59"	41.85'	S 64°51'40" W
C27	46.17'	539.00'	4°54'28"	46.15'	S 60°10'56" W
C28	48.83'	539.00'	5°11'28"	48.82'	S 55°07'59" W
C29	2.71'	539.00'	0°17'18"	2.71'	S 52°23'35" W
C30	102.87'	539.00'	10°56'08"	102.72'	S 46°46'52" W
C31	53.91'	539.00'	5°43'52"	53.89'	S 69°57'05" W
C32	44.79'	539.00'	4°45'41"	44.78'	S 75°11'51" W
C33	40.97'	539.00'	4°21'17"	40.96'	S 79°45'20" W
C34	32.22'	25.00'	73°50'41"	30.04'	S 65°29'58" E
C35	75.46'	225.00'	19°13'01"	75.11'	N 38°11'08" W
C36	30.33'	25.00'	69°30'50"	28.50'	S 13°02'13" E
C37	84.11'	223.00'	21°36'37"	83.61'	N 10°54'53" E
C38	6.40'	223.00'	1°38'35"	6.39'	N 20°53'54" E
C39	36.45'	223.00'	9°21'54"	36.41'	N 15°23'39" E
C40	36.45'	223.00'	9°21'54"	36.41'	N 06°01'45" E
C41	4.82'	223.00'	1°14'14"	4.82'	N 00°43'41" E
C42	39.31'	25.00'	90°04'55"	35.38'	S 45°09'02" W
C43	48.52'	177.00'	15°42'20"	48.37'	N 07°57'44" E
C44	40.92'	25.00'	93°46'14"	36.50'	N 62°42'01" E
C45	76.16'	225.00'	19°23'39"	75.80'	N 80°06'42" W
C46	39.23'	25.00'	89°55'05"	35.33'	S 44°50'58" E
C47	5.03'	177.00'	1°37'42"	5.03'	N 00°55'25" E
C48	40.78'	177.00'	13°12'04"	40.69'	N 08°20'18" E
C49	2.71'	177.00'	0°52'34"	2.71'	N 15°22'37" E
C50	67.45'	225.00'	17°10'35"	67.20'	N 79°00'10" W
C51	8.71'	225.00'	2°13'03"	8.71'	N 88°41'59" W
C52	81.76'	52.00'	90°04'55"	73.59'	S 45°09'02" W
C53	81.61'	52.00'	89°55'05"	73.49'	N 44°50'58" W
C54	1.92'	52.00'	2°07'10"	1.92'	S 01°10'09" W
C55	79.83'	52.00'	87°57'40"	72.22'	S 46°12'39" W
C56	79.53'	52.00'	87°37'56"	72.00'	N 45°59'33" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C57	2.07'	52.00'	2°17'09"	2.07'	N 01°02'00" W
C58	78.61'	50.00'	90°04'55"	70.76'	S 45°09'02" W
C59	6.69'	50.00'	7°40'01"	6.69'	S 86°21'28" W
C60	26.44'	50.00'	30°17'39"	26.13'	S 67°22'38" W
C61	24.91'	50.00'	28°32'33"	24.65'	S 37°57'32" W
C62	20.58'	50.00'	23°34'41"	20.43'	S 11°53'55" W
C63	117.92'	75.00'	90°04'55"	106.14'	S 45°09'02" W

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.1061	4,622
Lot 2	0.0964	4,200
Lot 3	0.0964	4,200
Lot 4	0.0964	4,200
Lot 5	0.0964	4,200
Lot 6	0.0964	4,200
Lot 7	0.0964	4,200
Lot 8	0.0964	4,200
Lot 9	0.0964	4,200
Lot 10	0.0964	4,200
Lot 11	0.0964	4,200
Lot 12	0.0964	4,200
Lot 13	0.0964	4,200
Lot 14	0.0964	4,200
Lot 15	0.0964	4,200
Lot 16	0.0964	4,200
Lot 17	0.0964	4,200
Lot 18	0.0964	4,200
Lot 19	0.1979	8,622
Lot 20	0.1865	8,125
Lot 21	0.1191	5,186
Lot 22	0.1056	4,599
Lot 23	0.1056	4,600
Lot 24	0.1056	4,600
Lot 25	0.1056	4,600
Lot 26	0.1056	4,600
Lot 27	0.1056	4,600
Lot 28	0.1056	4,600
Lot 29	0.1220	5,316
Lot 30	0.1173	5,108
Lot 31	0.0964	4,200
Lot 32	0.0964	4,200
Lot 33	0.0964	4,200
Lot 34	0.0964	4,200
Lot 35	0.0964	4,200
Lot 36	0.0964	4,200
Lot 37	0.0964	4,200
Lot 38	0.0964	4,200
Lot 39	0.0964	4,200
Lot 40	0.0981	4,274
Lot 41	0.1112	4,843
Lot 42	0.1242	5,411

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 43	0.0974	4,242
Lot 44	0.0964	4,200
Lot 45	0.0964	4,200
Lot 46	0.1084	4,724
Lot 47	0.1473	6,415
Lot 48	0.1120	4,880
Lot 49	0.1096	4,775
Lot 50	0.0964	4,200
Lot 51	0.0964	4,200
Lot 52	0.0964	4,200
Lot 53	0.0964	4,200
Lot 54	0.0964	4,200
Lot 55	0.0964	4,200
Lot 56	0.0964	4,200
Lot 57	0.0964	4,200
Lot 58	0.0964	4,200
Lot 59	0.0964	4,200
Lot 60	0.1073	4,676
Lot 61	0.1071	4,664
Lot 62	0.0964	4,200
Lot 63	0.0964	4,200
Lot 64	0.0964	4,200
Lot 65	0.0964	4,200
Lot 66	0.0964	4,200
Lot 67	0.0964	4,200
Lot 68	0.0964	4,200
Lot 69	0.0964	4,200
Lot 70	0.0964	4,200
Lot 71	0.0964	4,200
Lot 72	0.0949	4,133
Right-of-Way Dedicated to the City of Albuquerque in Fee Simple with the filing of this Plat	2.3414	101,990
Tract A	0.0397	1,731
Tract B	0.1508	6,569
Tract C	0.0331	1,440
Tract D	0.0788	3,433
Tract E	0.1682	7,328
Tract F	0.0302	1,314
Tract G	0.1201	5,231

Line Table		
Line #	Direction	Length (ft)
L1	S 89°44'34" E	54.81'
L2	N 44°53'26" W	28.28'
L3	N 89°53'26" W	69.17'
L4	S 49°20'34" W	11.74'
L5	S 32°04'45" W	1.51'

Plat for Volcano Mesa Being Comprised of Tract 2 The Trails, Unit 2 City of Albuquerque Bernalillo County, New Mexico June 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

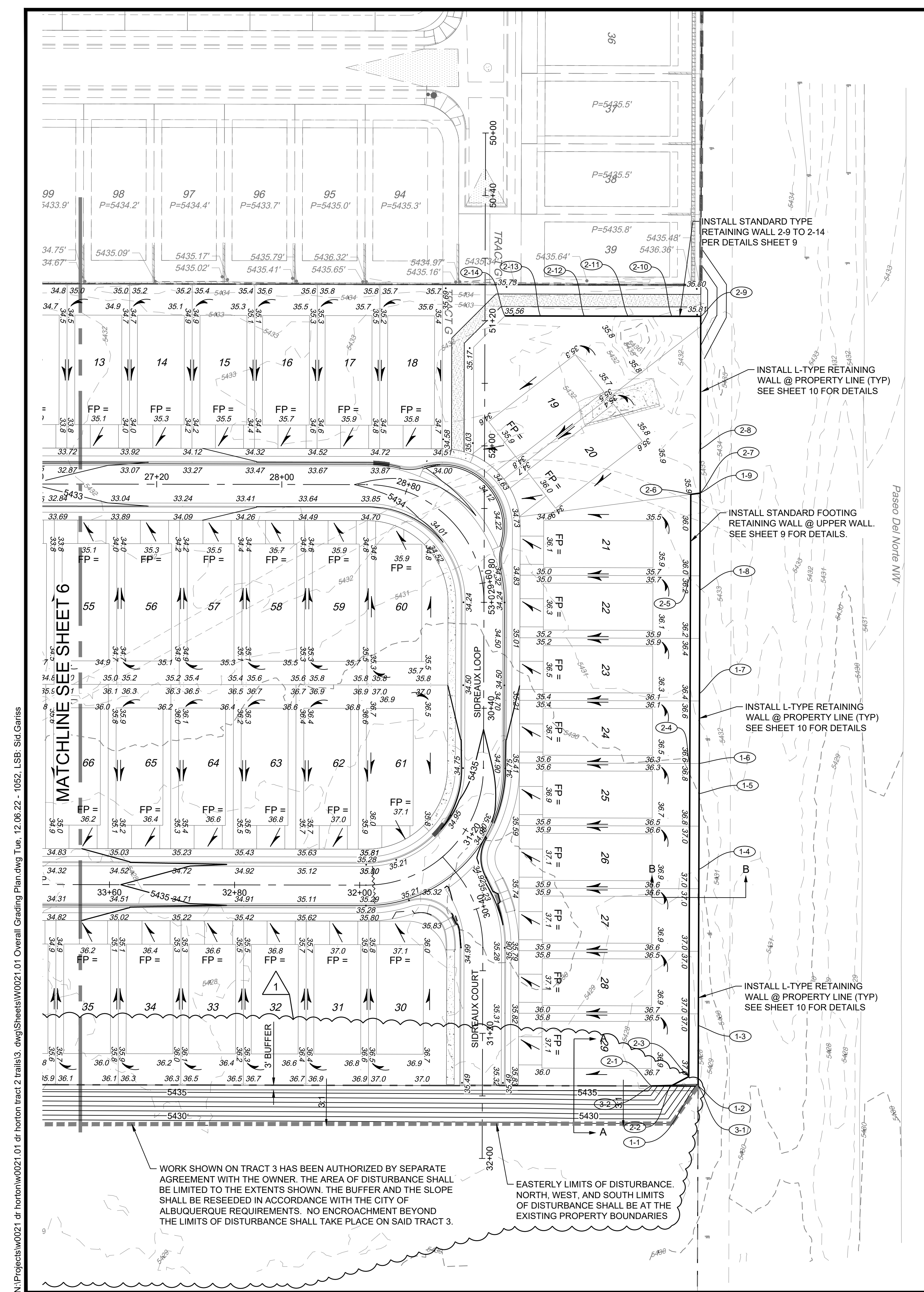
In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other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

ABCWUA Public Water and Sanitary Sewer Easements

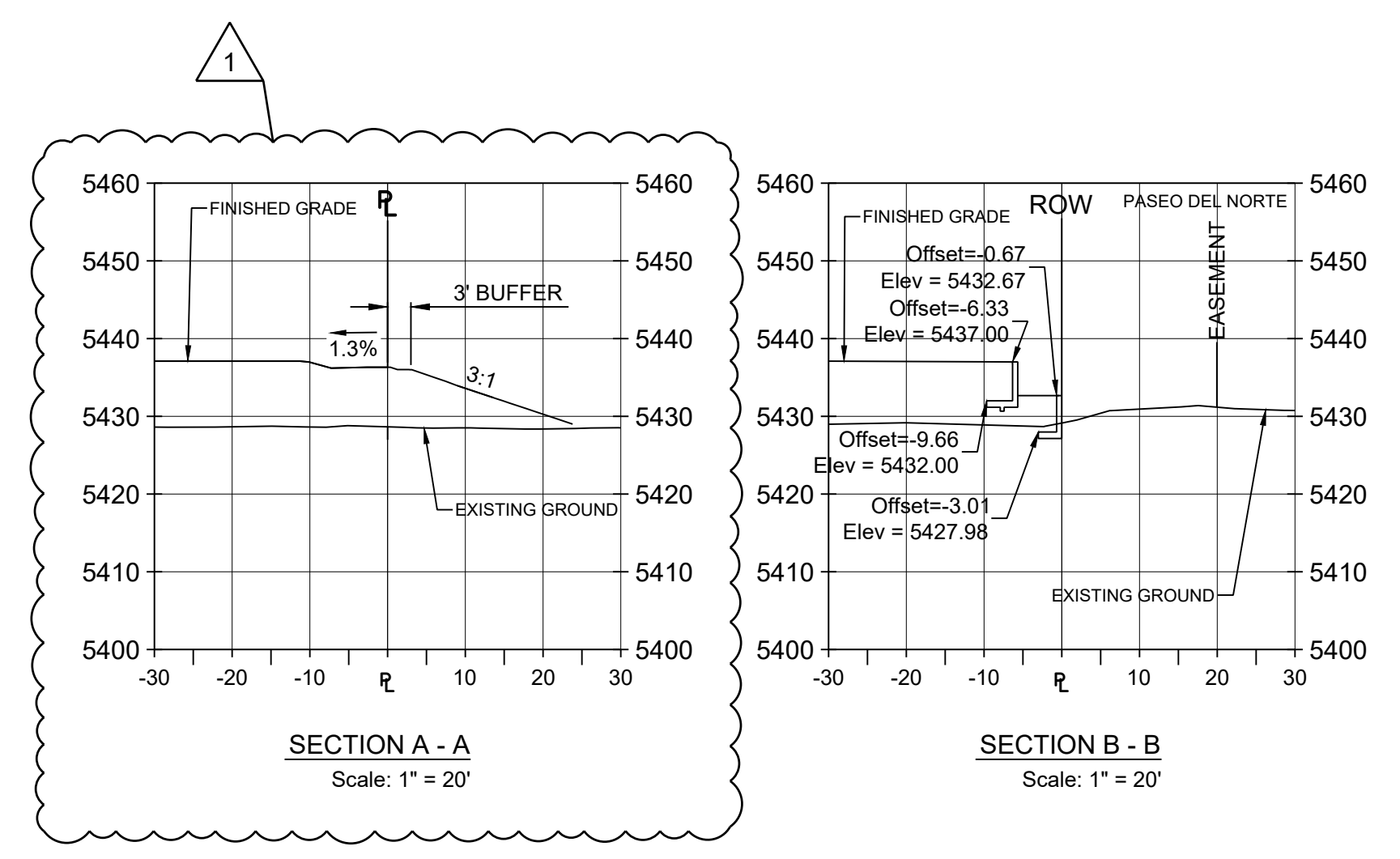
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) IS GRANTED EASEMENT(S) AND/OR USE OF PUBLIC RIGHT-OF-WAY IN THE DIMENSIONS NOTED ON THIS PLAT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, MODIFICATION, REPLACEMENT AND OPERATION OF PUBLIC WATER AND SANITARY SERVICE LINES, EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE SERVICE TOGETHER WITH FREE ACCESS ON AND OVER THE EASEMENT AND/OR PUBLIC RIGHT-OF-WAY AND THE RIGHT TO REMOVE TREES, SHRUBS, UNDERGROWTH AND ANY OTHER OBSTACLES, MODIFICATIONS, OR STRUCTURES WHICH INTERFERE WITH THE OPERATION OF PUBLIC WATER AND/OR PUBLIC SANITARY SEWER INFRASTRUCTURE.

CSI-CARTESIAN SURVEYS INC.

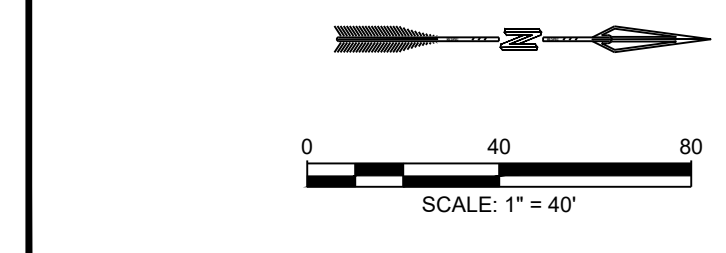
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
cartesianbrian@gmail.com



RETAINING WALL TABLE				
WALL POINT	TOP OF WALL	TOP OF FOOTING ELEVATION	WALL HEIGHT (FT)	APPROX. DISTANCE
1-1	32.67	31.33		
		STEP FOOTING	VARIES	17.2
1-2	32.67	27.33	5.33	39.0
1-3	32.67	27.33/28.00	4.67	99.0
1-4	32.67	28.00/28.67	4.00	47.0
1-5	32.67	28.67/29.33	3.33	19.0
1-6	32.67	29.33/30.00	2.67	44.0
1-7	32.67	30.00/30.67	1.33	66.1
1-8	32.67	30.67/31.33	1.33	62.0
1-9	32.67	31.33		
2-1	37.33	36.00		
		STEP FOOTING	VARIES	12.5
2-2	37.33	32.00	5.33	12.6
2-3	37.33	32.00	5.33	200.0
2-4	37.33/36.67	32.00	4.67	120.0
2-5	36.67/36.00	32.00	4.00	52.0
2-6	36.00	32.00	4.00	6.0
2-7	36.00	32.00/31.33	4.67	28.0
2-8	36.00	31.33/32.00	4.00	85.0
2-9	36.00	32.00	4.00	18.5
2-10	36.00	32.00/32.67	3.33	28.0
2-11	36.00	32.67/33.33	2.67	28.0
2-12	36.00	33.33/34.00	2.00	28.0
2-13	36.00	34.00/34.67	1.33	21.0
2-14	36.00	34.67		



- NOTES:**
- CURB AND GUTTER, SIDEWALKS, AND DRIVE PADS SHALL MATCH THE ELEVATIONS OF ABUTTING EXISTING AREAS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE PROJECT ENGINEER.
 - THE SUBGRADE PREP SHALL EXTEND ONE FOOT BEYOND THE FREE EDGE OF NEW CURB AND GUTTER.
 - CONTRACTOR TO TEST SUBGRADE R-VALUE PRIOR TO CONSTRUCTION. IN THE EVENT THE R-VALUE IS LESS THAN 50, REMOVE 2 FEET OF SUBGRADE MATERIAL AND IMPORT MATERIAL WITH R-VALUE GREATER THAN 50 OR CONTACT THE ENGINEER IMMEDIATELY SO THE PAVEMENT SECTION CAN BE MODIFIED.



RESPEC
COMMUNITY DESIGN SOLUTIONS
7770 JEFFERSON STREET NE, SUITE 200
ALBUQUERQUE, NEW MEXICO 87109
WWW.RESPEC.COM PHONE: (505)253-9718

CITY OF ALBUQUERQUE
DEPARTMENT OF MUNICIPAL DEVELOPMENT
ENGINEERING DIVISION
VOLCANO MESA AT THE TRAILS
GRADING PLAN

Design Review Committee City Engineer Approval

FOR INFORMATION ONLY

Last Design Update

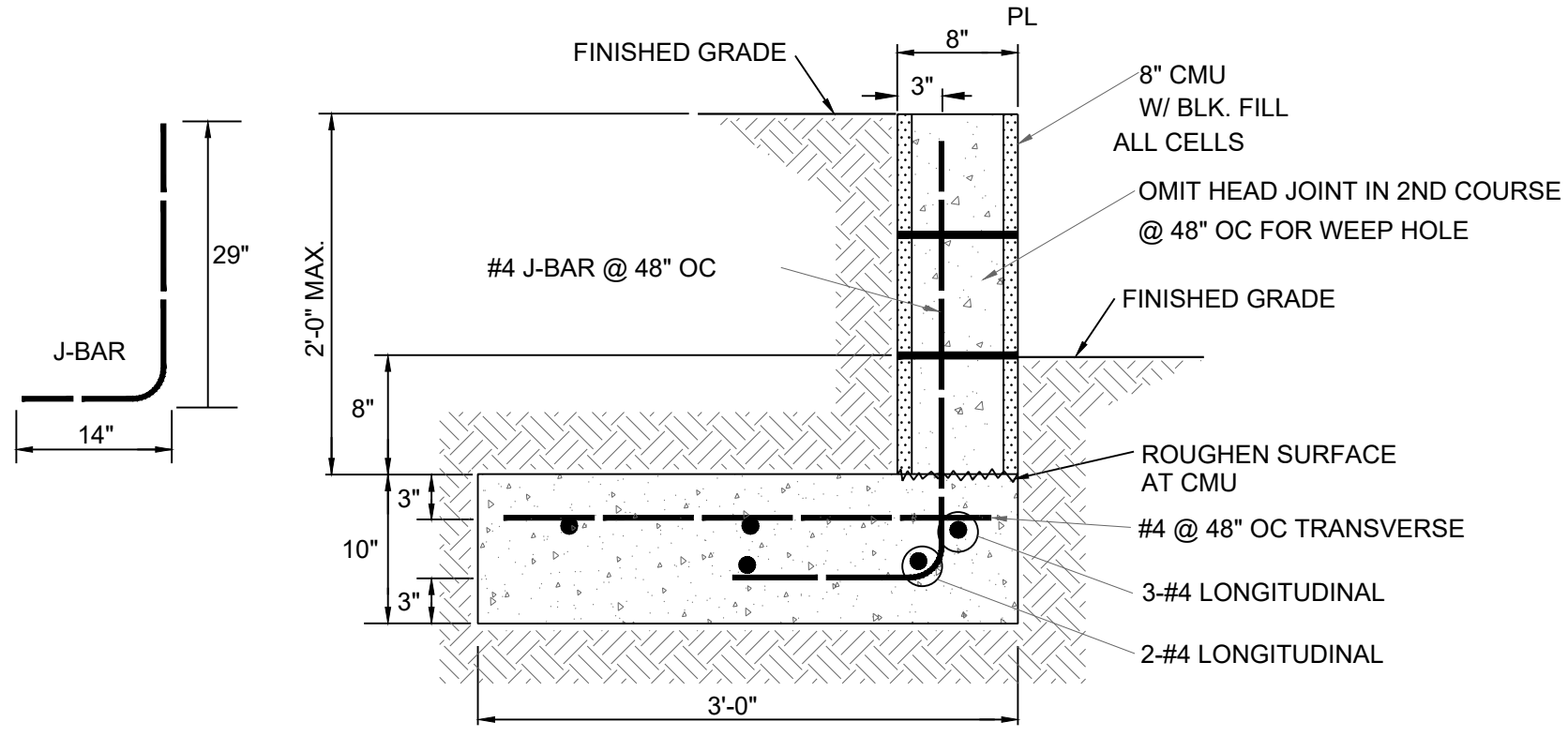
Project No. 738489 Zone Map No. C-9-Z Sheet 7 of 31

AS BUILT INFORMATION	
CONTRACTOR	ALBUQUERQUE CONTROL SURVEY
STAMPED BY	MONUMENT/JUNIOR: NEW MEXICO
INSPECTORS	STATE PLANE COORDINATES (CENTRAL
FIELD CHANGE BY	ZONE - NAD 83)
DATE	NORTH = 1,523,503.475 FEET
DATE	EAST = 1,493,655.03 FEET
DATE	MAPPING ANGLE = 00°16'58.96"
DATE	GROUND TO GRID FACTOR = 0.9966436
DATE	ELEVATION = 5524.95 FEET

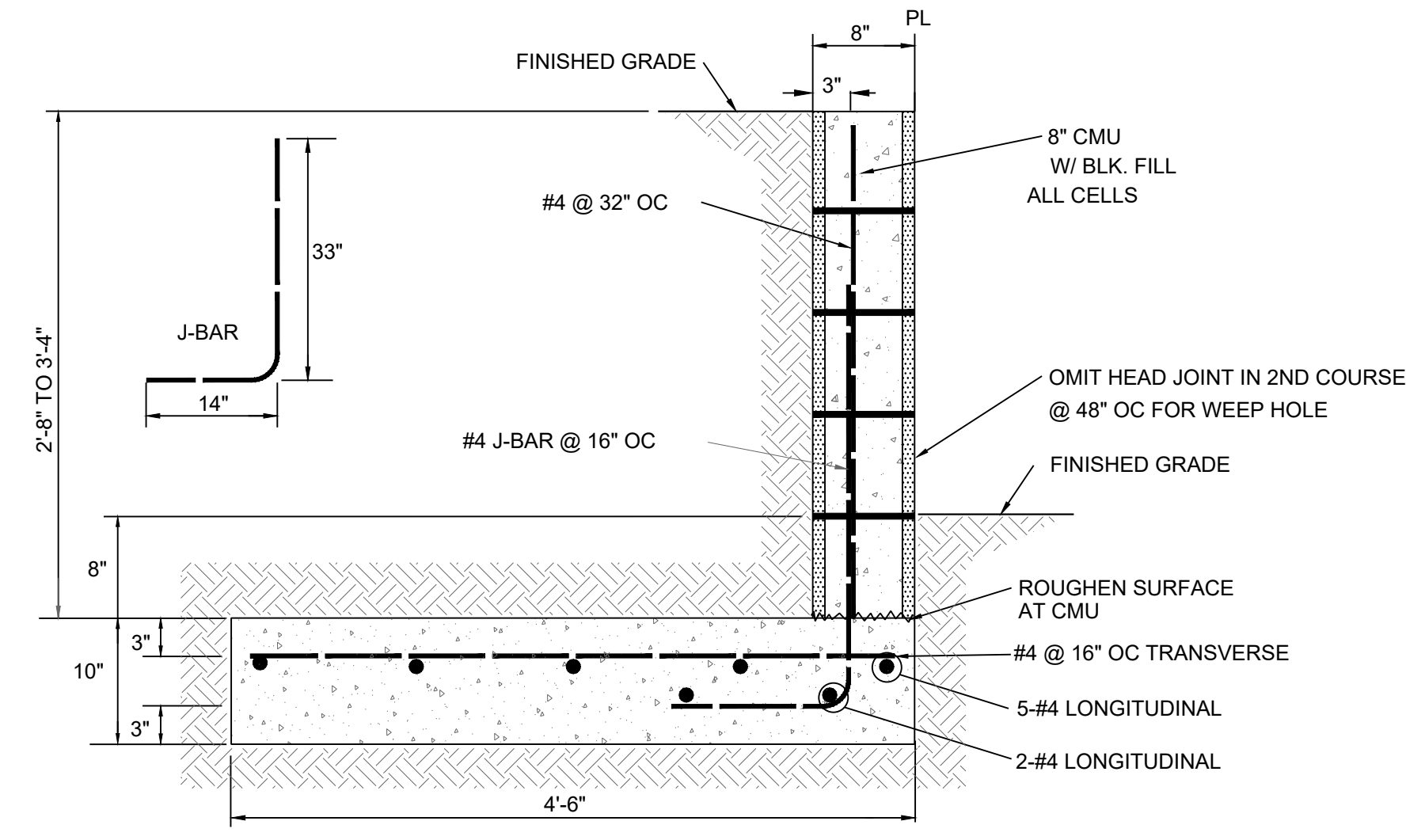
SURVEY INFORMATION	
NO.	BY
DATE	

ENGINEER'S SEAL	
SEG	REMOVED RETAINING WALL - ADD SLOPE
BY	GRADING TO EAST. REVISE CROSS SECTION A - A & INSERT SLOPE AGREEMENT LANGUAGE
REVISIONS	
RESPEC DESIGN	
DATE: 10.06.2022	DESIGNED BY: JS
DATE: 10.06.2022	DRAWN BY: RESPEC
DATE: 10.06.2022	CHECKED BY: SEG

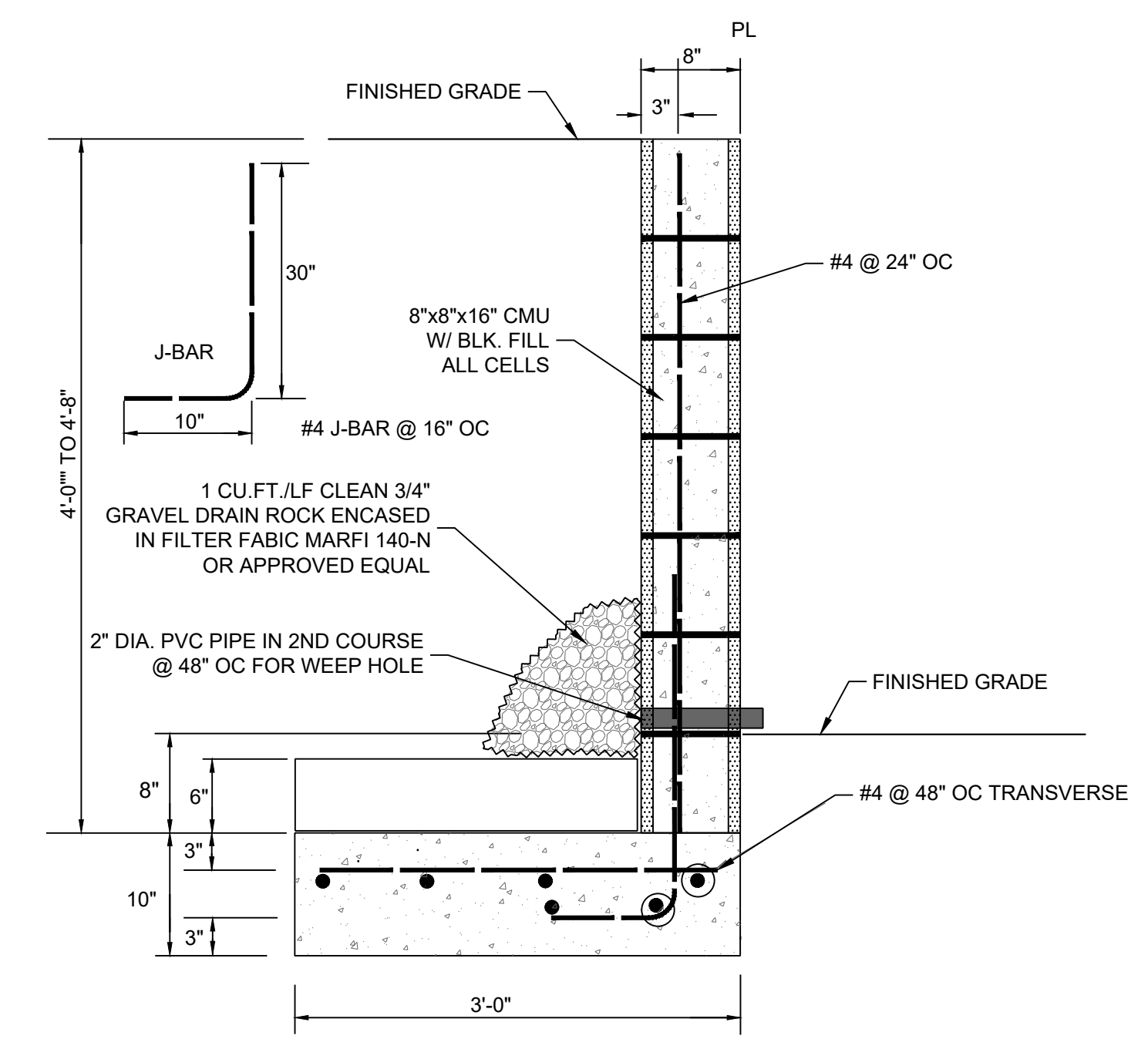
N:\Projects\W0021.dwg\Sheets\W0021.01 Retaining Wall Details.dwg Tue, 12/06/22 - 10:52 LSB: Sid Garris



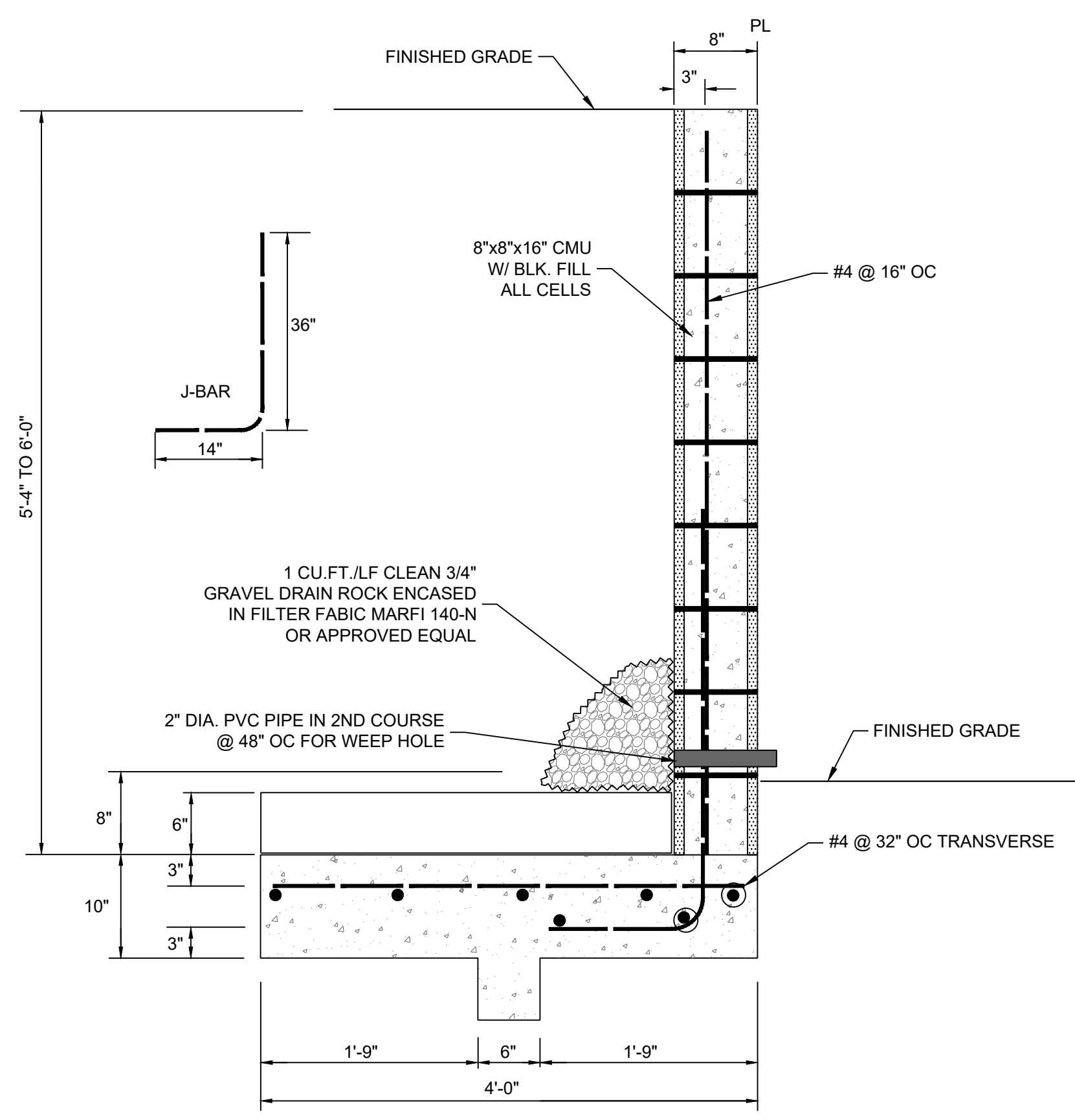
RETAINING WALL - L-TYPE FOOTING A
UP TO 2'-0"



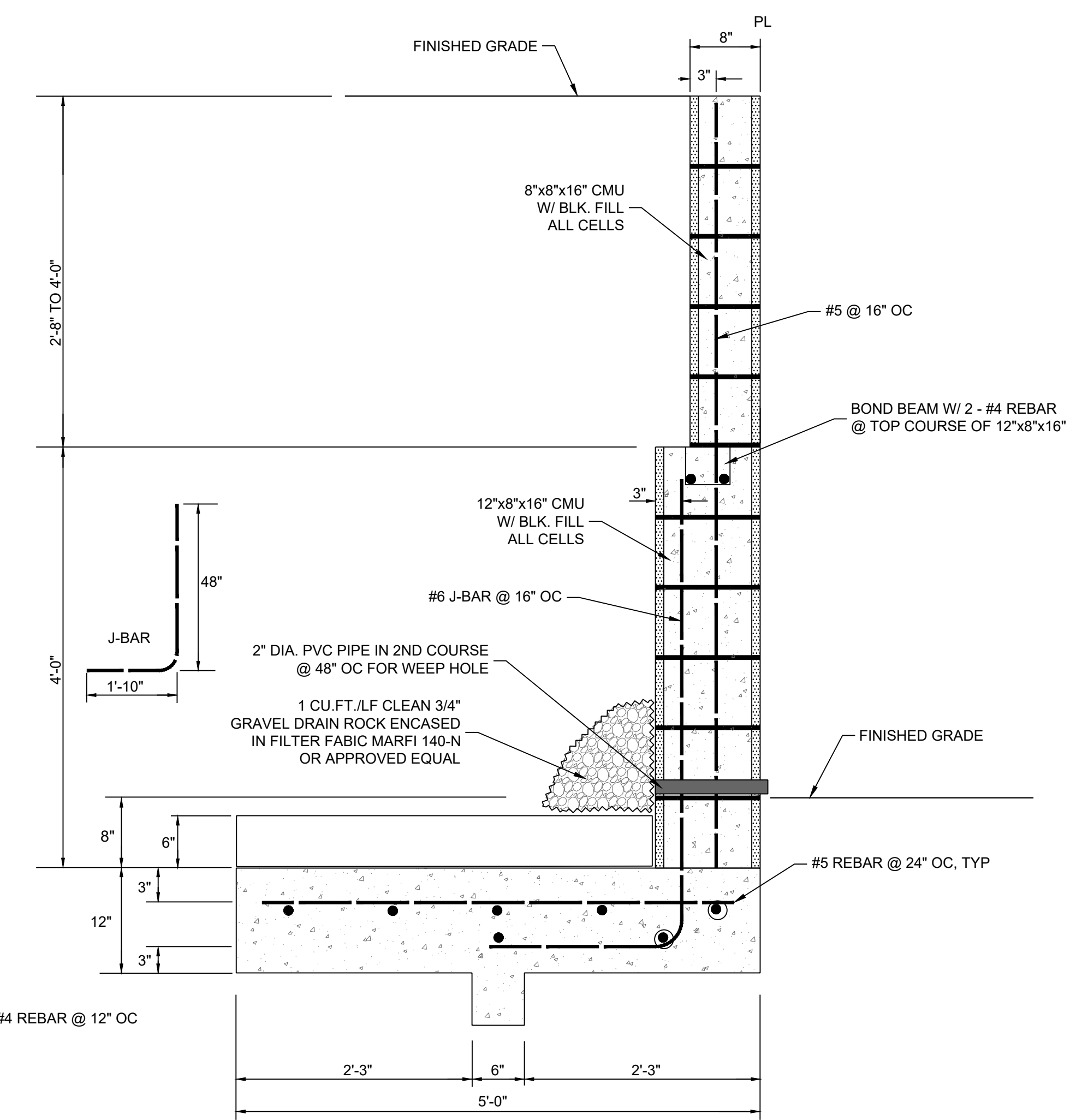
RETAINING WALL - L-TYPE FOOTING B
2'-8" TO 3'-4"



RETAINING WALL - L-TYPE FOOTING C
3'-4" TO 4'-8"




RETAINING WALL - L-TYPE FOOTING D
5'-4" TO 6'-0"




RETAINING WALL - L-TYPE FOOTING E
2'-8" TO 4'-0"

SEE RETAINING WALL NOTES ON SHEET 9.



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CITY OF ALBUQUERQUE
DEPARTMENT OF MUNICIPAL DEVELOPMENT
ENGINEERING DIVISION

VOLCANO MESA AT THE TRAILS
RETAINING WALL DETAILS

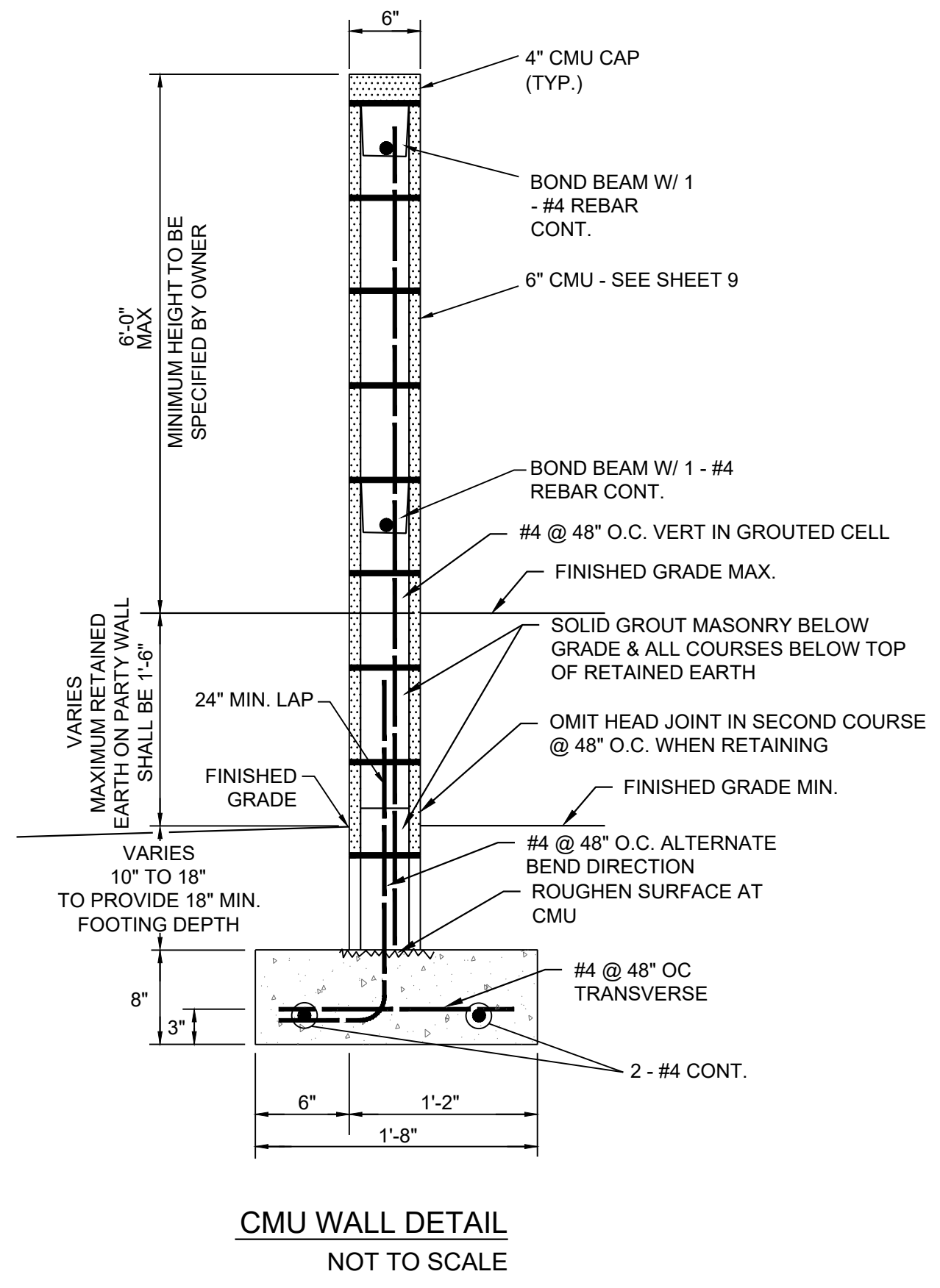
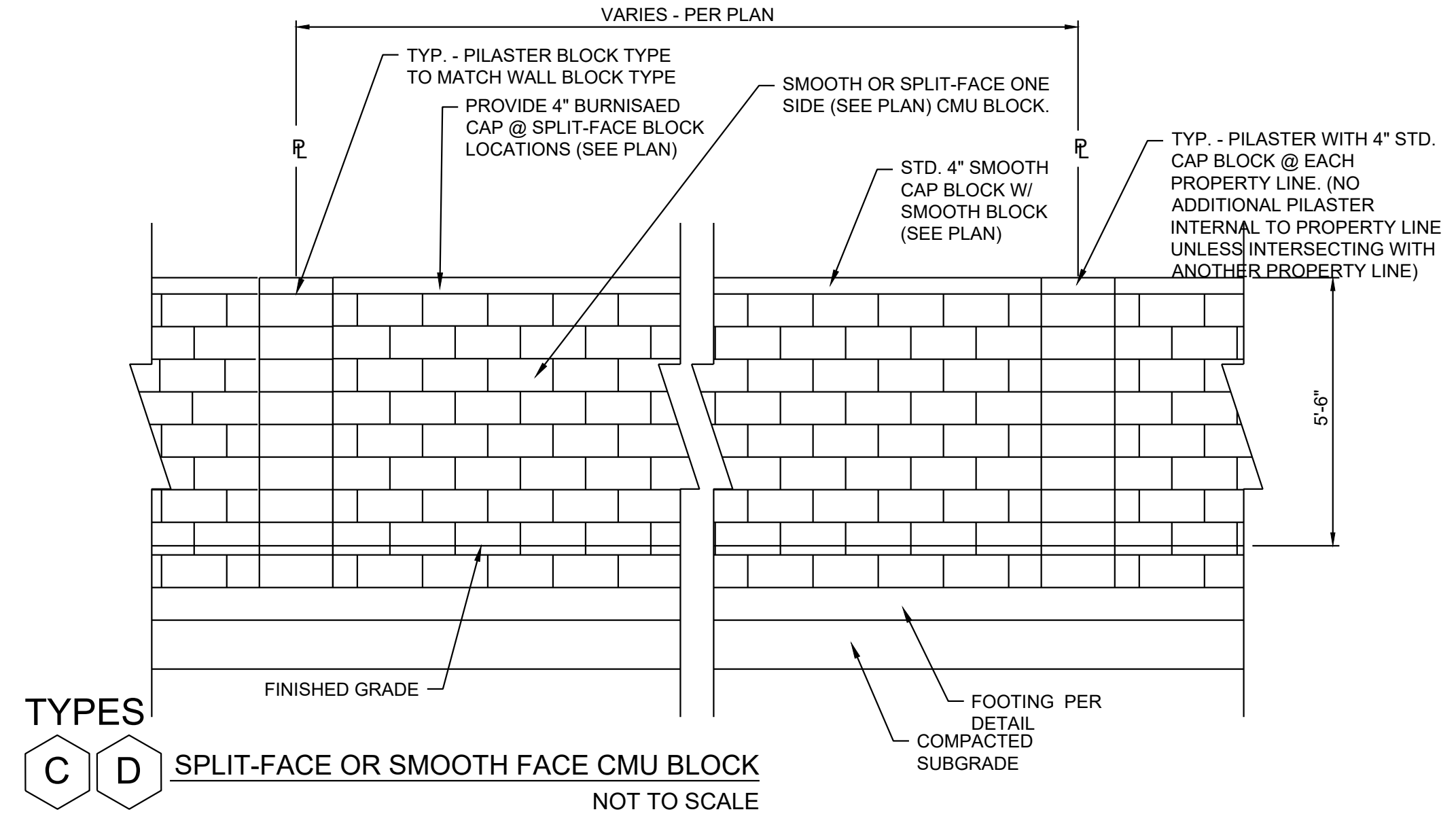
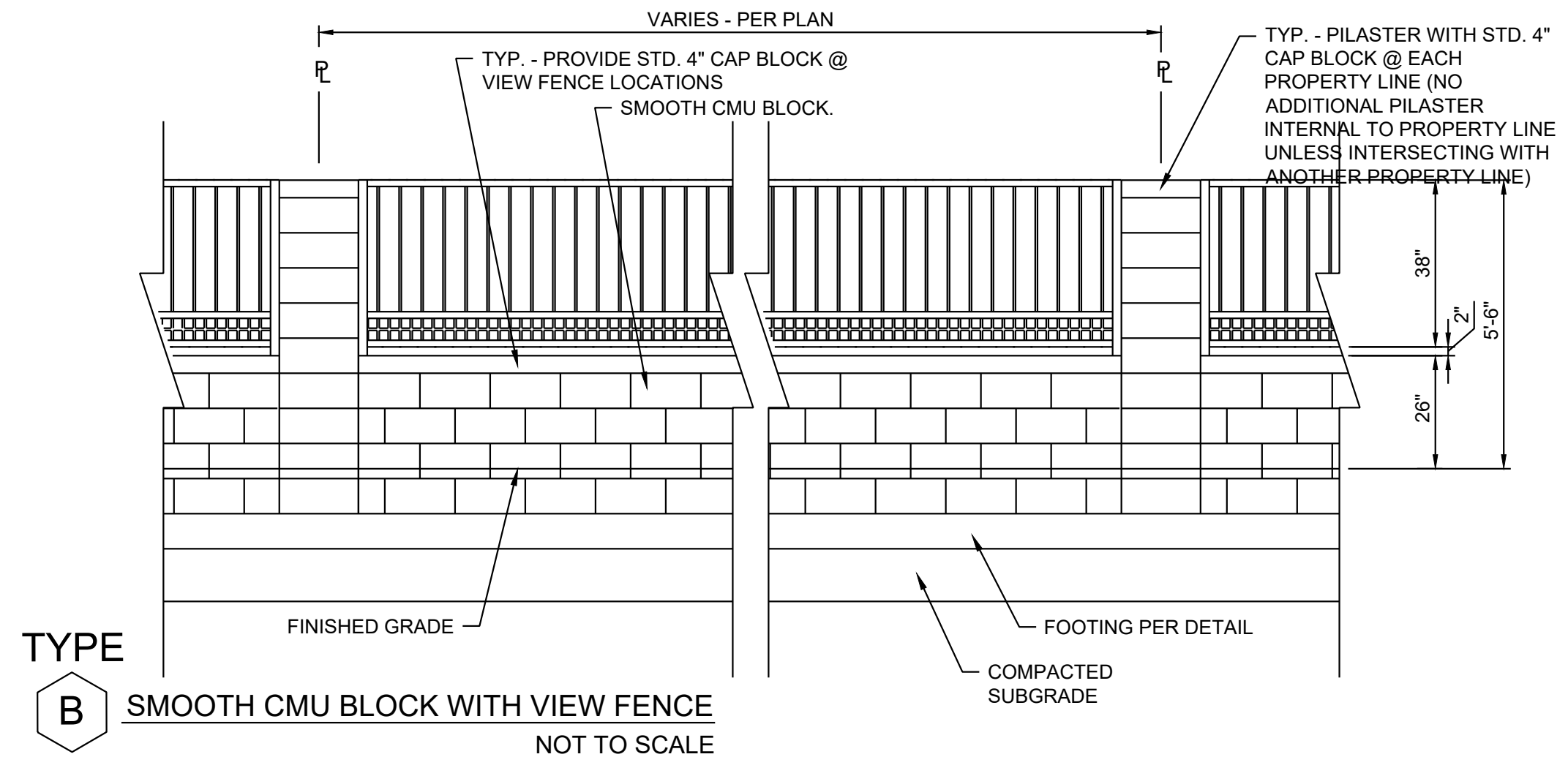
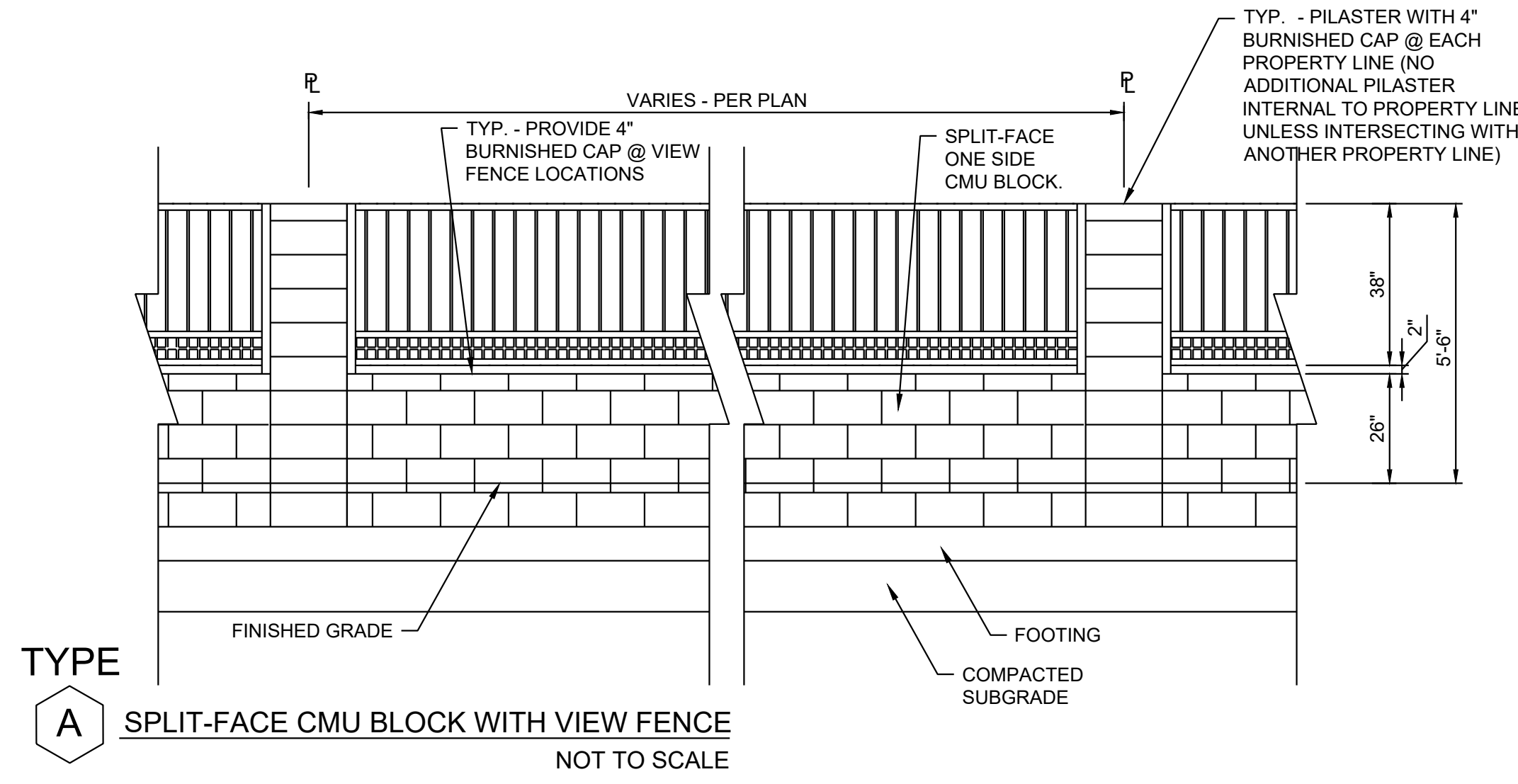
Design Review Committee	City Engineer Approval
<p>NOT PART OF CITY WORK ORDER FOR INFORMATION Review ONLY, April 6, 2023</p>	
Project No. 738489	Zone Map No. C-9-Z
Sheet 10	of 31

SURVEY INFORMATION		AS BUILT INFORMATION	
NO.	DATE	CONTRACTOR	DATE
		ALBUQUERQUE CONTROL SURVEY	
		MONUMENT "UNION" NEW MEXICO	
		STATE PLANE COORDINATES (CENTRAL	
		ZONE - NAD 83)	
		NORTH= 1,523,503.475 FEET	
		EAST= 1,493,655.03 FEET	
		MAPPING ANGLE= 00°16'58.96"	
		GROUND TO GRID FACTOR= 0.99666436	
		ELEVATION= 5524.95 FEET	

ENGINEER'S SEAL		REVISIONS	
NO.	DATE	BY	REMARKS

MICRO-FILM INFORMATION	
RECORDED BY	DATE

N:\Projects\W0021 dr horizon\W0021.01 dr horizon\trac2\trails\3_dwg\Sheets\W0021.01 Retaining Wall Details.dwg Tue, 12/06/22 - 10:52 LSB: Sid Gaines



CMU FENCE GENERAL NOTES

1. COMPACT SUBGRADE TO 95% MIN. RELATIVE DENSITY (12" MIN. DEPTH) PER ASTM D1557. IF CLAY OR LOOSE SAND IS ENCOUNTERED, CONTACT THE ENGINEER BEFORE PROCEEDING.
2. COMPACT BACKFILL TO 90% MIN. RELATIVE DENSITY PER ASTM D1557. CONTRACTOR IS RESPONSIBLE FOR METHOD OF PLACEMENT AND COMPACTION OF BACKFILL MATERIAL TO ENSURE THAT LOADS SUFFICIENT TO CAUSE DAMAGE TO WALL ARE NOT EXCEEDED.
3. MAINTAIN 2" MINIMUM CLEARANCE BETWEEN ALL REINFORCING BARS AND OUTSIDE SURFACE OF FORMED CONCRETE. 3" BETWEEN BARS AND OUTSIDE SURFACE OF CONCRETE POURED AGAINST EARTH.
4. ALL CELLS WITH REBAR AND ALL MASONRY BELOW GRADE ARE TO BE GROUTED SOLID WITH CONCRETE BLOCK FILL.
5. CONCRETE FOR FOOTINGS AND FILLING OF CELLS SHALL MEET OR EXCEED 3,000 P.S.I. AT 28 DAYS, WITH 3/4" MAXIMUM SIZE AGGREGATE, AND A MAXIMUM SLUMP OF 5".
6. MASONRY MORTAR SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM C 270, TYPE M.
7. WALL BLOCKS ARE TO BE STANDARD MASONRY UNITS
8. REINFORCING STEEL SPLICES SHALL HAVE 24" MIN. LAPS.
9. THE TOP COURSE OF BLOCK SHALL BE 4" SOLID MASONRY UNIT CAPS UNLESS OTHERWISE SHOWN.
10. DRAIN BLOCKS FOR PARTY WALLS SHALL CONSIST OF STANDARD MASONRY UNITS TURNED FACE DOWN. THEY SHALL BE INSTALLED THROUGH THE PARTY WALL AT LOCATIONS SHOWN ON PLAN AND/OR SPECIFIED BY THE OWNER.
11. ALL WALLS FACING PUBLIC ROW MUST BE SPRAYED WITH ANTI-GRAFFITI COATING. USE PROSOCO DEFAKER ERASER OR APPROVED EQUAL. (AT OWNERS DIRECTION).
12. IF WALL IS TO BE CONSTRUCTED WITH PILASTERS (TO BE SPECIFIED BY OWNER), THEN:
 - A. CONSTRUCT PILASTERS AT 16' ON CENTERS (MAXIMUM), AND AS APPROPRIATE FOR CORNERS, JUNCTIONS, ANGLE POINTS AND ENDS. PILASTER BLOCKS ARE TO BE SIZED APPROPRIATELY FOR THE INTENDED APPLICATION.
 - B. PILASTERS SHALL HAVE 2" SOLID MASONRY UNITS OF APPROPRIATE SIZE UNLESS OTHERWISE SHOWN.
 - C. PROVIDE 1 "J-BAR" AND VERTICAL BAR, IF NORMAL SPACING DOES NOT DO SO, OF SPECIFIED SIZE AT EACH PILASTER
 - D. ALL PILASTER CELLS ARE TO BE GROUTED WITH CONCRETE BLOCK FILL.
13. IF NO PILASTERS ARE TO BE CONSTRUCTED THEN:
 - A. PROVIDE APPROPRIATE EXPANSION/CONTRACTION JOINTS AT 12' O.C. MAXIMUM SPACING.
 - B. PROVIDE "J-BAR" AND VERTICAL BAR OF SPECIFIED SIZE, IF NORMAL SPACING DOES NOT DO SO, AND GROUT FILL FIRST CELL ON EITHER SIDE OF EXPANSION/CONTRACTION JOINTS.
 - C. DISCONTINUE BOND BEAM AT EXPANSION/CONTRACTION JOINTS.
14. ALL CMU AND MORTAR COLOR SHALL BE AT THE OWNERS DIRECTION UNLESS OTHERWISE SPECIFIED HEREIN.
15. WALL INCLUDING FOOTING, SHALL NOT EXTEND INTO ANY ADJACENT PROPERTY OWNED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE ADJACENT PROPERTY OWNER.

INSPIRATION PROJECT SPECIFIC CMU WALL NOTES:

1. VIEW FENCING SHALL BE PROVIDED AND INSTALLED BY ACTION SECURITY AS APPROVED BY OWNER. COLOR SHALL BE POWDER COATED CARDIANT "COPPER VEIN". FINAL COLOR AND DESIGN SHALL BE APPROVED BY OWNER.
2. VIEW FENCING SHOWN FOR CONCEPTUAL PURPOSES. FENCE MANUFACTURER TO PROVIDE DESIGN OF FENCING.
3. CMU BLOCK SHALL BE 6" DESERT TAN - SUPPLIED BY SOUTHWEST BLOCK.
4. BURNISHED CAP SHALL 4" - SUPPLIED BY CREGO BLOCK AND SUPPLY. COLOR TO BE APPROVED BY OWNER.
5. EXPANSION JOINTS FOR CMU WALLS SHALL BE PROVIDED AS REQUIRED BY ENGINEERING PROVIDED BY OTHERS.
6. EXPANSION IN VIEW FENCING SHALL BE PROVIDED IN CONJUNCTION WITH THE EXPANSION IN CMU WALLS.
7. CONTRACTOR TO PROVIDE SHOP DRAWINGS AND OBTAIN WRITTEN APPROVAL FROM OWNER PRIOR TO PRODUCTION OR INSTALLATION OF VIEW FENCING.
8. WALL TYPE AND LOCATION TO BE AS SHOWN ON PERIMETER WALL PLAN UNLESS OTHERWISE DIRECTED BY OWNER.
9. MINIMUM EXPOSED WALL HEIGHTS ABOVE GRADE SHALL BE AS SHOWN FOR ALL WALL TYPES.

AS BUILT INFORMATION		BENCH MARKS		SURVEY INFORMATION		ENGINEER'S SEAL	
CONTRACTOR	DATE	ALBUQUERQUE CONTROL SURVEY	DATE	NO.	BY		NO. DATE REMARKS REVISIONS RESPEC DESIGN
INSPECTORS	DATE	MONUMENT "UNION" NEW MEXICO	DATE				
FIELD CHANGER BY	DATE	STATE PLANE COORDINATES (CENTRAL					
FIELD MEASUREMENT BY	DATE	ZONE - NAD 83					
ADJUSTMENT BY	DATE	NORTH= 1,523,503.475 FEET					
CORRECTED BY	DATE	EAST= 1,493,655.03 FEET					
NO.		MAPPING ANGLE= -00°16'58.96"					
		GROUND TO GRID FACTOR= 0.99666436					
		ELEVATION= 5524.95 FEET					

RESPEC
 COMMUNITY DESIGN SOLUTIONS
 7770 JEFFERSON STREET NE, SUITE 200
 ALBUQUERQUE, NEW MEXICO 87109
 WWW.RESPEC.COM PHONE: (505)253-9718

CITY OF ALBUQUERQUE
 DEPARTMENT OF MUNICIPAL DEVELOPMENT
 ENGINEERING DIVISION

VOLCANO MESA AT THE TRAILS
 PERIMETER WALL DETAILS

Design Review Committee	City Engineer Approval	Mo./Day/Yr.	Mo./Day/Yr.
NOT PART OF CITY WORK Approved by Albuquerque ORDER FOR INFORMATION Review ONLY on April 6, 2023		Last Design Update	
Project No. 738489	Zone Map No. C-9-Z	Sheet 11	of 31

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Volcano Mesa at the Trails
Project Number: 738489

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 **DR Horton** ("Developer"), a **Delaware corporation**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **TBuxton@drhorton.com**, whose address is **8440 Wyoming Boulevard NE, Suite A** (Street or PO Box) **Albuquerque, NM** (City, State), **87113** (Zip Code) and whose telephone number is **(505) 797-4245**, 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:] **Volcano Mesa at the Trails, Tract 2 Unit 2, (Being a replat of tracts G&J the Trails and unplatted deed parcels)** recorded on **October 18, 2004**, attached, **page 332** through (N/A), as Document No. **Plat Book 2004C** 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:] **D.R. Horton, Inc., a Delaware Corporation** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Volcano Mesa at the Trails** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

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

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

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

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

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

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

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

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

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

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

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. 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.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. 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.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

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: **NOT SEEKING FINAL PLAT**

Amount: \$ _____

Name of Financial Institution or Surety providing Guaranty: _____

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

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

Additional information: _____

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

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

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

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

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

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

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

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

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

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

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

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

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

Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

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

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

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

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

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

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

DEVELOPER: DR Horton

By [Signature]: [Signature]

Name [Print]: Tonya Buxton

Title: Division President

Dated: 3.8.23

DEVELOPER'S NOTARY

STATE OF New Mexico)

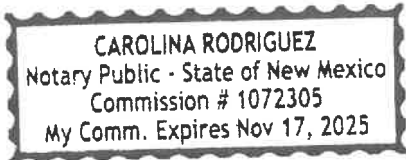
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 8th day of March, 2023, by
[name of person:] Tonya Buxton, [title or capacity, for instance,
"President" or "Owner":] Division President of
[Developer:] DR Horton.

(SEAL)

[Signature]
Notary Public

My Commission Expires: Nov 17, 2025



CITY OF ALBUQUERQUE:

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

DS
BMR

Agreement is effective as of (Date): 3/14/2023 | 11:18 PM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 14th day of March, 2023,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Rachael Miranda
Notary Public



My Commission Expires: 11-9-2025

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

Current DRC

Project Number: _____

FIGURE 12

Date Submitted: October 15, 2021

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DRB Project No.: _____

DRB Application No.: _____

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

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

Volcano Mesa at The Trails

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 2, Unit 2, The Trails

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
			PUBLIC ROADWAY IMPROVEMENTS						
		32' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	ATHERSTONE LANE	OAKRIDGE STREET	SIDREAUX LOOP (N)	/	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	SIDREAUX LOOP	ATHERSTONE LANE (S)	ATHERSTONE LANE (N)	/	/	/
		28'/32' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	SIDREAUX LOOP	ATHERSTONE LANE (N)	CONNECTION WIRED STONE ROAD	/	/	/
		8'	ASPHALT SIDEWALK PEDESTRIAN CONNECTION	TRACT G	SIDREAUX LOOP	PASEO DEL NORTE	/	/	/
			PUBLIC STORM DRAIN IMPROVEMENTS						
		30" DIA.	RCP W/MH & INLETS	TRACT E	EAST SUBDIVISION BOUNDARY	ATHERSTONE LANE	/	/	/
		30" DIA.	RCP W/MH & INLETS	ATHERSTONE LANE	TRACT E	SIDREAUX LOOP (N)	/	/	/
		36" DIA.	RCP W/MH & INLETS	SIDREAUX LOOP	ATHERSTONE LANE	TRACT B	/	/	/
		42" DIA.	RCP W/MH & INLETS	TRACT B	SIDREAUX LOOP	POND F5	/	/	/
			PUBLIC WATERLINE IMPROVEMENTS						
		8" DIA.	WATERLINE W/VALVES AND HYDRANTS	OAK RIDGE STREET	RED STONE ROAD	EAST SUBDIVISION BOUNDARY	/	/	/

* SIDEWALKS TO BE BUILT/DEFERRED IN ACCORDANCE W/APPROVED SIDEWALK EXHIBIT

Financially Guaranteed	Constructed Under
DRC #	DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
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Size	Type of Improvement	Location	From	To	Construction Certification	
					Inspector	City Crst Engineer
8" DIA.	WATERLINE W/VALVES AND HYDRANTS	ATHERSTONE LANE	OAK RIDGE STREET	SIDREAU LOOP (N)	/	/
8" DIA.	WATERLINE W/VALVES AND HYDRANTS	SIDREAU LOOP	ATHERSTONE LANE (S)	RED STONE ROAD	/	/
8" DIA.	WATERLINE W/VALVES AND HYDRANTS	TRACT G	SIDREAU LOOP	WEST SUBDIVISION BOUNDARY	/	/
8" DIA.	WATERLINE W/VALVES AND HYDRANTS	SIDREAU COURT	SIDREAU LOOP	EAST SUBDIVISION BOUNDARY	/	/
<u>PUBLIC SANITARY SEWER IMPROVEMENTS</u>						
8" DIA.	SANITARY SEWER W/MH'S AND SERVICES	ATHERSTONE LANE	SIDREAU LOOP (S)	SIDREAU LOOP (N)	/	/
8" DIA.	SANITARY SEWER W/MH'S AND SERVICES	SIDREAU LOOP	ATHERSTONE LANE (S)	CONNECTION WIRED STONE ROAD	/	/
8" DIA.	SANITARY SEWER W/MH'S AND SERVICES	SIDREAU COURT	SIDREAU LOOP	EAST SUBDIVISION BOUNDARY	/	/
8" DIA.	SANITARY SEWER W/MH'S AND SERVICES	TRACT E	ATHERSTONE LANE	EAST PARCEL BOUNDARY	/	/
<u>PUBLIC STREETLIGHT IMPROVEMENTS</u>						
	LED STREETLIGHTS, PULL BOXES, PNM CONNECTION, TRANSFORMER, AND WIRING	AS SHOWN ON STREETLIGHT EXHIBIT			/	/
<u>REMOVALS</u>						
	EXISTING DRIVEWAY REMOVAL	TEMPORARY ACCESS	OAK RIDGE STREET	RED STONE ROAD	/	/
					/	/
					/	/
					/	/
					/	/
					/	/

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Crnst Engineer
							/	/
							/	/

Approval of Creditable Items:

Impact Fee Administrator Signature _____ Date _____

City User Dept. Signature _____ Date _____

NOTES

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

1

2

3

AGENT / OWNER

Jeremy Shell
NAME (print)

RESPEC
FIRM

SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Jeffrey
DRB CHAIR - date
Dec 15, 2021

Chris Langstaff
PARKS & RECREATION - date
Dec 15, 2021

Jeanne Wolfenbarger
TRANSPORTATION DEVELOPMENT - date
Dec 15, 2021

Robert Webb
AMAFCA - date
Dec 15, 2021

Blaine Carter
UTILITY DEVELOPMENT - date
Dec 15, 2021

Robert Webb
CODE ENFORCEMENT - date
Dec 15, 2021

Ernest Armijo
CITY ENGINEER - date
Dec 15, 2021

_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

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

Receipt: 1422540

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	11
	Document #	2023016150
	# Of Entries	0

Total \$25.00

Tender (Check) \$25.00
Check# 11805
Paid By Respec
Phone # 505-268-2661

Thank You!

3/17/23 3:39 PM bpinon



AMENDMENT AGREEMENT TO
Procedure "B"

Project Name: Volcano Mesa at The Trails
Project Number: 738489

This Amendment and Extension Agreement by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and **D.R. Horton, Inc.** ("Developer"), whose email address is **tbuxton@drhorton.com**, whose address is **4400 Wyoming Blvd. NE, Suite A, Albuquerque, NM 87113**, whose telephone number is **(505) 798-7655** is made 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 on the **14th** day of **March 2023**, which was recorded on **March 17, 2023**, pages **1** through **11**, as Document No. **2023016150** in the records of Bernalillo County Clerk, State of New Mexico, by which the Developer agreed to complete the construction of certain infrastructure improvements; and

WHEREAS: The Developer has requested to Amend or Replace Financial Guaranty for 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 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: \$2,081,007.89

Name of Financial Institution or Surety providing Guaranty:

Philadelphia Indemnity Insurance Company

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

July 15, 2025

If Guaranty is a Letter of Credit of Loan Reserve, then last day City able to call Guaranty is: N/A

Additional Information: N/A

2. 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.

DEVELOPER: D.R.Horton, Inc.

By [signature] Tonya Buxton
Name [print]: Tonya Buxton

Title: Division President

Dated: 7/17/2023

DEVELOPER'S NOTARY

STATE OF New Mexico)

) ss

COUNTY OF Bernalillo)

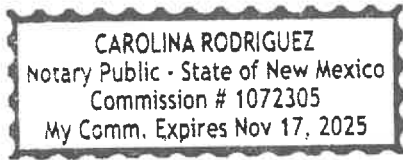
This instrument was acknowledged before me on this 17th day of July, 2023 by
[name of person] Tonya Buxton, [title or
capacity, for instance, "President" or "Owner"] DR Horton of
("Developer") DR Horton.

C. I. Rodriguez

Notary Public

(SEAL)

My Commission Expires: Nov. 17, 2025



**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. PB00561200097

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we D.R. Horton, Inc. ("Developer") a DE Corporation as "Principal", and Philadelphia Indemnity Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of PA 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 Million Eighty One Thousand Seven and 89/100 Dollars, (\$2,081,007.89), 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 Volcano Mesa ("Developer's Property"), City Project No. 738489; 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 Infrastructure ("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 _____, 20 ____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. PB00561200097

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


July 15, 20 25 ("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 12th day of July, 2023 .

D.R. Horton, Inc.
DEVELOPER

By 
Name: TONIA BUXTON
Title: DIVISION President
Dated: 7-13-2023

Philadelphia Indemnity Insurance Company
SURETY

By 
Name: Noah William Pierce
Title: Attorney-In-Fact
Dated: 7/12/23



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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Noah William Pierce, Catherine Thompson, Amy R. Waugh, Jynell Marie Whitehead, Kyle Williams, & Bryan M. Caneschi of Willis of NC, Inc. of the City of Charlotte in the State of North Carolina, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

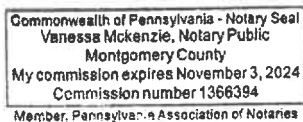


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of July, 2023, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

July 6, 2023

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 738489 Volcano Mesa

Requested By: Sheldon Greer

Approved Estimate Amount: \$ 1,424,363.11

Contingency Amount: 0.00% \$ -

Subtotal: \$ 1,424,363.11

PO Box 1293

NMGRT: 7.625% \$ 108,607.69

Subtotal: \$ 1,532,970.80

Albuquerque

Engineering Fee: 6.60% \$ 101,176.07

New Mexico 87103

Testing Fee: 2.00% \$ 30,659.42


Subtotal: \$ 1,664,806.29

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 2,081,007.89

APPROVAL:



DATE:



Notes: PR-2021-005717

RESPECProject Name: **Volcano Mesa, CPN 738489**

RESPEC Project No: W0021.01

Sheet Title: Engineers Opinion of Probable Costs - DRC Estimate

Creation Date: 3/8/23

Comments:

ITEM	SPEC.NO.	DESCRIPTION	UNIT COST	PAYUNIT	EST. QNTY.	EXTENDED COST
INFRASTRUCTURE						
ROADS						
1	301.020	SUBGRADE PREP, 12"	\$3.67	SY	12662	\$46,469.54
2	301.022	SUBGRADE PREP, 8"	\$3.62	SY	281	\$1,017.22
3	302.015	ABS, 4" (ASPHALT PATH)	\$8.07	SY	281	\$2,267.67
4	336.021	RES ASP CONC, TYPE B, 1.5", M	\$11.15	SY	7604	\$84,784.60
5	336.022	RES ASP CONC, TYPE B, 2", M	\$17.82	SY	5058	\$90,133.56
6	336.022	RES ASP CONC, TYPE B, 2", M (ASP. PATH)	\$17.82	SY	281	\$5,007.42
7	336.120	TK CT	\$0.44	SY	12662	\$5,571.28
8	340.010	SDWK, 4", PCC (NON-DEF)	\$58.67	SY	590	\$34,615.30
8	340.025	WLCHR ACC RAMP, 4" PCC	\$2,452.61	EA	8	\$19,620.88
9	340.030	VLY GUT & CURB, PCC	\$88.01	SY	324	\$28,515.24
10	340.050	C & G, STD, PCC	\$26.33	LF	2818	\$74,197.94
11	340.051	ROLL CURB	\$25.00	LF	1042	\$26,050.00
12	343.020	AC PVMT <4", SAW, R&D	\$8.51	SY	281	\$2,391.31
13	343.020	AC PVMT <4", SAW, R&D	\$8.51	SY	990	\$8,424.90
14	343.070	CURB, AC, REM & DISP	\$1.47	LF	222	\$326.34
15	343.080	CURB & GUT, PCC, R&D (curb & gutter)	\$8.63	LF	79	\$681.77
16	343.080	CURB & GUT, PCC, R&D (valley gutter)	\$25.00	SY	41	\$1,025.00
17	XXX.XXX	10' CURB TRANSITIONS	\$350.00	EA	4	\$1,400.00
18	510.100	CUT OFF WALL, PCC	\$689.21	CY	1.2	\$827.05
19	603.040	GVL FILTER MATL (LANDSCAPE BUFFER)	\$64.18	CY	26	\$1,668.68
SUBTOTAL ROADS:						\$434,995.70
WATER						
1	801.002	6" WL PIPE, w/o FIT	\$39.28	LF	70	\$2,749.60
2	801.003	8" WL PIPE, w/o FIT	\$52.37	LF	2522	\$132,077.14
3	801.059	NON PRESS CONN, w/FIT, WL	\$2,200.31	EA	3	\$6,600.93
4	801.065	DI FIT, MJ, 4"-14", WL	\$4.40	LB	2250	\$9,900.00
5	801.081	6" GATE VLV	\$1,371.53	EA	5	\$6,857.65
6	801.082	8" GATE VLV	\$1,768.75	EA	12	\$21,225.00
7	801.105	VLV BOX A	\$761.31	EA	17	\$12,942.27
8	801.113	FH, 4'	\$3,920.58	EA	5	\$19,602.90
9	801.150	MJ REST GLND, 4"-8"	\$159.96	EA	96	\$15,356.16
10	801.155	JNT REST HRNSS, 4"-8"	\$114.05	EA	50	\$5,702.50
11	802.760	3/4" NS WTR LN, SS, NWM	\$1,588.62	EA	2	\$3,177.24
12	802.770	3/4" NS WTR LN, DS, NWM	\$2,236.76	EA	35	\$78,286.60
SUBTOTAL WATER:						\$314,477.99
SANITARY SEWER						
1	701.010	TRCH, BF, 4-15" SAS, <8"	\$24.45	LF	2153	\$52,640.85
2	901.030	8" SAS PIPE	\$23.66	LF	2153	\$50,939.98
3	901.510	CONNECT TO EXISTING SAS	\$2,500.00	EA	1	\$2,500.00
4	905.050	4" NEW SAS SVC	\$1,466.87	EA	72	\$105,614.64
5	920.070	MH, 4' DIA, C or E, 6-10' D	\$5,720.80	EA	15	\$85,812.00
SUBTOTAL SANITARY SEWER:						\$297,507.47

RESPEC

Project Name: **Volcano Mesa, CPN 738489**

RESPEC Project No: W0021.01

Sheet Title: Engineers Opinion of Probable Costs - DRC Estimate

Creation Date: 3/8/23

Comments:

ITEM	SPEC. NO.	DESCRIPTION	UNIT COST	PAYUNIT	EST. QNTY.	EXTENDED COST
STORM DRAINAGE						
1	701.100	TRCHG BF, 18"-36" SWR, <8'	\$34.47	LF	727	\$25,059.69
2	701.150	TRCH, BF, 42"-60" SWR,	\$36.67	LF	40	\$1,466.80
3	XXX.XXX	18" ULTRA FLO SD	\$40.91	LF	62	\$2,536.42
4	XXX.XXX	24" ULTRA FLO SD	\$60.58	LF	28	\$1,696.24
5	XXX.XXX	30" ULTRA FLO SD	\$91.22	LF	425	\$38,768.50
6	XXX.XXX	36" ULTRA FLO SD	\$129.35	LF	212	\$27,422.20
7	XXX.XXX	42" ULTRA FLO SD	\$177.56	LF	40	\$7,102.40
8	XXX.XXX	42" FLARED END SECTION	\$3,200.00	EA	1	\$3,200.00
9	910.071	PLUG, 12"-30"	\$427.20	EA	1	\$427.20
10	915.021	CTH BSN, A, DG, DW	\$8,617.87	EA	2	\$17,235.74
11	915.022	CTH BSN, A, DG, SW	\$5,269.52	EA	2	\$10,539.04
12	920.140	MH, 6' DIA, C or E, 6-10' D	\$7,481.05	EA	7	\$52,367.35
13	603.031	PLAIN RIPRAP W/BASE & FILTER CLOTH	\$120.00	SY	12	\$1,440.00
SUBTOTAL STORM DRAINAGE:						\$189,261.58

STREET LIGHTING

1	421.016	SER CON (LT)	\$880.12	EA	1	\$880.12
2	421.021	LT CON CAB 1 M	\$4,481.20	EA	1	\$4,481.20
3	422.040	ST LT, <25' with 1 LED	\$4,570.00	EA	7	\$31,990.00
4	423.020	LUM FD <40'	\$1,022.64	EA	7	\$7,158.48
5	432.201	RDWY LUM, 81 LED	\$696.30	EA	7	\$4,874.10
6	425.002	EL PB (STD)	\$597.02	EA	7	\$4,179.14
7	424.004	EL CON 1" TBP	\$5.50	LF	1657	\$9,113.50
8	424.005	EL CON 2" TBP	\$7.92	LF	20	\$158.40
9	426.001	SING COND 2	\$2.93	LF	60	\$175.80
10	426.005	SING COND 10	\$1.22	LF	4971	\$6,064.62
SUBTOTAL STORM DRAINAGE:						\$69,075.36
SUBTOTAL INFRASTRUCTURE:						\$1,305,318.10

GENERAL BID ITEMS

1	4.010	STAKING	1.43%	%	\$1,305,318.10	\$18,666.05
2	6.050	MOBILIZATION	4.26%	%	\$1,305,318.10	\$55,606.55
3	19.010	TRAFFIC CONTROL	3.43%	%	\$1,305,318.10	\$44,772.41
SUBTOTAL GENERAL BID ITEMS:						\$119,045.01

TOTAL: \$1,424,363.11

Approved as basis of financial guaranty, July 6, 2023



Current DRC _____ Date Submitted: October 15, 2021
 Project Number: _____ Date Site Plan Approved: _____
 _____ Date Preliminary Plat Approved: _____
 _____ Date Preliminary Plat Expires: _____
 _____ DRB Project No.: _____
 _____ DRB Application No.: _____

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-15-18)

EXHIBIT "A"

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

Volcano Mesa at The Trails

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 2, Unit 2, The Trails

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
			PUBLIC ROADWAY IMPROVEMENTS					
		32' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	ATHERSTONE LANE	OAKRIDGE STREET	SIDREAUX LOOP (N)	/	/
		28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	SIDREAUX LOOP	ATHERSTONE LANE (S)	ATHERSTONE LANE (N)	/	/
		28'/32' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER, PCC 5' WIDE SIDEWALK ON BOTH SIDES*	SIDREAUX LOOP	ATHERSTONE LANE (N)	CONNECTION WIRED STONE ROAD	/	/
		8'	ASPHALT SIDEWALK PEDESTRIAN CONNECTION	TRACT G	SIDREAUX LOOP	PASEO DEL NORTE	/	/
			PUBLIC STORM DRAIN IMPROVEMENTS					
		30" DIA.	RCP W/MH & INLETS	TRACT E	EAST SUBDIVISION BOUNDARY	ATHERSTONE LANE	/	/
		30" DIA.	RCP W/MH & INLETS	ATHERSTONE LANE	TRACT E	SIDREAUX LOOP (N)	/	/
		36" DIA.	RCP W/MH & INLETS	SIDREAUX LOOP	ATHERSTONE LANE	TRACT B	/	/
		42" DIA.	RCP W/MH & INLETS	TRACT B	SIDREAUX LOOP	POND F5	/	/
			PUBLIC WATERLINE IMPROVEMENTS					
		8" DIA.	WATERLINE W/VALVES AND HYDRANTS	OAK RIDGE STREET	RED STONE ROAD	EAST SUBDIVISION BOUNDARY	/	/

* SIDEWALKS TO BE BUILT/DEFERRED IN ACCORDANCE WITH APPROVED SIDEWALK EXHIBIT

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Crst Engineer
		8" DIA.	WATERLINE WVALVES AND HYDRANTS	ATHERSTONE LANE	OAK RIDGE STREET	SIDREAUX LOOP (N)	/	/
		8" DIA.	WATERLINE WVALVES AND HYDRANTS	SIDREAUX LOOP	ATHERSTONE LANE (S)	RED STONE ROAD	/	/
		8" DIA.	WATERLINE WVALVES AND HYDRANTS	TRACT G	SIDREAUX LOOP	WEST SUBDMISION BOUNDARY	/	/
		8" DIA.	WATERLINE WVALVES AND HYDRANTS	SIDREAUX COURT	SIDREAUX LOOP	EAST SUBDIVISION BOUNDARY	/	/
<u>PUBLIC SANITARY SEWER IMPROVEMENTS</u>								
		8" DIA.	SANITARY SEWER WIMH'S AND SERVICES	ATHERSTONE LANE	SIDREAUX LOOP (S)	SIDREAUX LOOP (N)	/	/
		8" DIA.	SANITARY SEWER WIMH'S AND SERVICES	SIDREAUX LOOP	ATHERSTONE LANE (S)	CONNECTION WIRED STONE ROAD	/	/
		8" DIA.	SANITARY SEWER WIMH'S AND SERVICES	SIDREAUX COURT	SIDREAUX LOOP	EAST SUBDIVISION BOUNDARY	/	/
		8" DIA.	SANITARY SEWER WIMH'S AND SERVICES	TRACT E	ATHERSTONE LANE	EAST PARCEL BOUNDARY	/	/
<u>PUBLIC STREETLIGHT IMPROVEMENTS</u>								
			LED STREETLIGHTS, PULL BOXES, PNM CONNECTION, TRANSFORMER, AND WIRING	AS SHOWN ON STREETLIGHT EXHIBIT			/	/
<u>REMOVALS</u>								
			EXISTING DRIVEWAY REMOVAL	TEMPORARY ACCESS	OAK RIDGE STREET	RED STONE ROAD	/	/
							/	/
							/	/
							/	/
							/	/
							/	/

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

Firm/Classified	Size	Type of Improvement	Location	From	To	Construction Certification	
						Inspector	City Cnst Engineer
Guaranteed DRC #						/	/
Constructed Under DRC #						/	/

Approval of Creditable Items: _____
 Impact Fee Administrator Signature Date _____
 City User Dept. Signature Date _____

NOTES

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

1 _____
 2 _____
 3 _____

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Jeremy Shell NAME (print) RESPEC FIRM SIGNATURE - date _____	DRB CHAIR - date <i>Jeanne Wolfenbarger</i> Jeanne Wolfenbarger TRANSPORTATION DEVELOPMENT - date Dec 15, 2021	Dec 15, 2021 <i>Cheryl Campbell</i> PARKS & RECREATION - date Dec 15, 2021
	CITY ENGINEER - date Ernest Armijo Dec 15, 2021	AMAFCA - date Robert Webb CODE ENFORCEMENT - date Dec 15, 2021

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	AGENT / OWNER

**AGREEMENT TO CONSTRUCT
PUBLIC IMPROVEMENTS BY CITY CONTRACT**

**Project Name: Volcano Mesa at the Trails Off-site Paseo del Norte Paving
Project Number: 738478**

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** ("Developer"), a **Delaware Corporation**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is **amcooke@drhorton.com**, whose address is **8440 Wyoming Boulevard 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.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as: [describe]: **Volcano Mesa at the Trails, Tract 2 Unit 2, Paseo del Norte Offsite Improvements** ("Developer's Property"). 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 in Developer's Property to the present owner] **D.R. Horton, Inc., a Delaware Corporation** ("Owner").

The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

The Developer of the property is seeking [describe: "preliminary/final plat", "site development plan", "building permit", etc.] _____ approval. The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

Developer's Property will benefit from the construction of certain improvements detailed below, which will be located on public right-of-way, and the City is willing to construct those improvements with the participation of the Developer.

THEREFORE, the City and the Developer agree:

2. Improvements. The City agrees to install and complete the following public improvements, identified as Project No. **738478 / Paseo del Norte Offsite Improvements - ARTERIAL PAVING FOR ADDITIONAL 23' EASTBOUND LANES, PCC CURB & GUTTER, 8' BIKE LANE W/4' BUFFER, 10' ASPHALT TRAIL ON SOUTH SIDE** ("Improvements").

3. Developer's Estimated Cost. The Developer's share has been determined to be **Two**

Hundred Ninety-One Thousand, Eight Hundred Eighteen dollars and **Sixty-Eight** cents (**\$291,818.68**) (“Developer’s Share”), as shown on the attached City-approved infrastructure list is attached as **Exhibit A**. The developer’s share includes City fees and contingencies and is the only amount Developer will be required to contribute for this project.

4. Payment. All payments will be made only in the following form: certified check, cashier’s check, electronic or other form of payment approved by the City.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. Authority to Execute: If the Developer signing below is not the Owner of the Developer's Property, the City may require the Developer to provide the City with satisfactory proof of the Developer's authority to execute this Agreement.

DEVELOPER: DR Horton

By [signature]: [Handwritten Signature]

Name [print]: TONYA BUSTON

Title: DIVISION President

Dated: 7-17-2023

DEVELOPER'S NOTARY

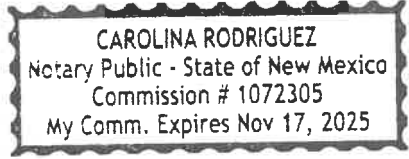
STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 17th day of July, 2023
by [name of person:] Tonya Buston, [title or
capacity, for instance, "President" or "Owner":] DR Horton of [Developer]
DR Horton

(SEAL)

[Handwritten Signature]
Notary Public

My Commission Expires: Nov 17, 2025



CITY OF ALBUQUERQUE:

DS
KV

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

DS
BMR

Agreement is effective as of (Date): 7/21/2023 | 10:10 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 21st day of July,
2023 by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal
corporation, on behalf of said corporation.

(SEAL)

Rachael Miranda
Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

My Commission Expires: 11-9-2025

[To be used with SIA Procedure C, or C Modified]



City of Albuquerque Planning Department
Design Review and Construction Services Invoice

Project Name: Volcano Mesa off-site Paseo del Norte Paving

CPN: 738478

PURPOSE	ACCOUNTING STRING	AMOUNT
PROCEDURE C	305/PCDMD/24_DEV_FUND/7217460	\$ 291,818.68
TOTAL AMOUNT		\$ 291,818.68

¹ Alternative Sidewalk Agreements require a Sidewalk Verification.

PREPARED BY: Kathy Verhage PHONE 505-924-3993

DATE: 07/06/23

924-3821 7/12/2023

This invoice can be paid at any City of Albuquerque Treasury location. **Bring three copies of this invoice to Treasury.** The most convenient location may be at Plaza Del Sol, 600 2nd St NW. Provide a copy of the receipt to DRC, Suite 400 600 2nd St. NW, or e-mail to a Design Review and Construction employee:

ACCT # → 460100

City of Albuquerque

Reference Number: 2023194003-2
Date/Time: 07/13/2023 9:56:43 AM

Departmental Deposit
2023194003-2-1

Departmental Deposit 1@ \$291,818.68
GL #: |305||460100|PCDMD|24DEVFUND|72174

60|

Total: \$291,818.68

1 ITEM TOTAL: \$291,818.68

TOTAL: \$291,818.68

DUPLICATE RECEIPT 7/13/2023 9:58:56 AM

Check \$291,818.68

Bank Account #: *****1879

Check Number: 1598128

Bank Routing #: *****3824

Address:

Total Received: \$291,818.68



C E 2 0 2 3 1 9 4 0 0 3 - 2

Thank you for your payment.



City of Albuquerque Planning Department
Design Review and Construction Services Invoice

Project Name: Volcano Mesa off-site Paseo del Norte Paving

CPN: 738478

PURPOSE	ACCOUNTING STRING	AMOUNT
PROCEDURE C	305/PCDMD/24_DEV_FUND/7217460	\$ 291,818.68
TOTAL AMOUNT		\$ 291,818.68

¹ Alternative Sidewalk Agreements require a Sidewalk Verification.

PREPARED BY: Kathy Verhage PHONE 505-924-3993

DATE: 07/06/23

924-3821 7/12/2023

This invoice can be paid at any City of Albuquerque Treasury location. **Bring three copies of this invoice to Treasury.** The most convenient location may be at Plaza Del Sol, 600 2nd St NW. Provide a copy of the receipt to DRC, Suite 400 600 2nd St. NW, or e-mail to a Design Review and Construction employee:

ACCT # → 460100

City of Albuquerque

Reference Number: 2023194003-2
Date/Time: 07/13/2023 9:56:43 AM

Departmental Deposit
2023194003-2-1

Departmental Deposit 1@ \$291,818.68
GL #: |305||460100|PCDMD|24DEVFUND|72174
60|
Total: \$291,818.68

1 ITEM TOTAL: \$291,818.68

TOTAL: \$291,818.68

DUPLICATE RECEIPT 7/13/2023 9:58:56 AM

Check \$291,818.68

Bank Account #: *****1879

Check Number: 1598128

Bank Routing #: *****3824

Address:

Total Received: \$291,818.68



Thank you for your payment.

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

May 31, 2023

Type of Estimate: I.I.A. Procedure C Payment

Project Description:

Project ID #: 738478 Volcano Mesa off-site Paseo del Norte Paving

Requested By: Hugh Floyd, RESPEC

Approved Estimate Amount: \$ 226,711.37

Contingency Amount: 10.00% \$ 22,671.14

Subtotal: \$ 249,382.51

PO Box 1293

NMGRT: 7.750% \$ 19,327.14

Subtotal: \$ 268,709.65

Albuquerque

Engineering Fee: 6.60% \$ 17,734.84

New Mexico 87103

Testing Fee: 2.00% \$ 5,374.19

Subtotal: \$ 291,818.68

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.00

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 291,818.68

APPROVAL:

DATE:



May 31, 2023

Notes: Plans not approved; payment for Procedure C Agreement.

RESPEC

Project Name: Paseo del Norte Improvements
 Project No: W0021.01
 Sheet Title: Engineers Opinion of Probable Costs
 Creation Date: 05/31/2023
 Comments: See Notes Below

ITEM	SPEC. NO.	DESCRIPTION	UNIT COST	PAY UNIT	EST. QNTY.	EXTENDED COST
ONSITE PAVING						
1	19.010	TRAFF CONT & BARR	3.43%	%		\$7,113.56
2	204.010	FILL, EXCAV, BF & COMP, U, >2'	\$16.87	CY	1366	\$23,036.05
3	301.020	SUBGRADE PREP, 12"	\$3.67	SY	1824	\$6,695.02
4	329.010	PM SC, 5/8"	\$7.01	SY	1638	\$11,485.18
5	336.022	ASP CONC, SUPERPAVE, 2", M	\$17.82	SY	135	\$2,399.57
6	336.024	ASP CONC, SUPERPAVE, 3", M	\$24.94	SY	4915	\$122,585.09
7	336.120	TK CT	\$0.44	SY	4915	\$2,162.69
8	340.010	SDWK, 4", PCC	\$58.67	SY	307	\$18,023.42
9	340.050	C & G, STD, PCC	\$26.33	LF	512	\$13,480.96
10	341.010	AC CURB, M EXTD	\$10.53	LF	512	\$5,391.36
11	441.001	REF PLAS MRK 4"	\$1.11	LF	922	\$1,022.98
12	441.002	REF PLAS MRK 6"	\$1.47	LF	461	\$677.38
13	441.012	REF PLAS ARW TH	\$124.68	EA	1	\$124.68
14	441.031	REF PLAS SYM BIKE	\$308.04	EA	1	\$308.04

SUBTOTAL ONSITE PAVING \$214,505.98

GENERAL BID ITEMS

1	4.010	STAKING	1.43%	%		\$3,067.44
2	6.050	MOBOLIZATION	4.26%	%		\$9,137.95

SUBTOTAL GENERAL BID ITEMS \$12,205.39

SUMMARY OF COSTS

1	Total Onsite Paving	\$214,505.98
2	Total General Bid Items	\$12,205.39
3	Total Onsite Waterline	\$0.00
4	Total Sanitary Sewer	\$0.00
5	Total Storm Drain	\$0.00

TOTAL IMPROVEMENTS \$226,711.37

Approved as basis of Procedure C Payment,
 May 31, 2023.



Current DRC _____ Date Submitted: September 23, 2021
 Project Number: _____ Date Site Plan Approved: _____
 _____ Date Preliminary Plat Approved: _____
 _____ Date Preliminary Plat Expires: _____
 _____ DRB Project No.: _____
 _____ DRB Application No.: _____

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

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

Volcano Mesa at The Trails

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 2, Unit 2, The Trails

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Const Engineer
		35' F-F*	ARTERIAL PAVING FOR ADDITIONAL 23' EASTBOUND LANES, PCC CURB & GUTTER, 8' BIKE LANE W/4' BUFFER, 10' ASPHALT TRAIL ON SOUTH SIDE	PASEO DEL NORTE	WEST SUBDIVISION BOUNDARY	EAST SUBDIVISION BOUNDARY	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

* PROCEDURE C AGREEMENT

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



Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Cnst Engineer
							/	/
							/	/

Approval of Creditable Items: _____ Date _____
 Impact Fee Administrator Signature _____ Date _____
 City User Dept. Signature _____ Date _____

NOTES

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

- 1 _____
- 2 _____
- 3 _____

AGENT / OWNER	DRB CHAIR - date	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS
Jeremy Shell NAME (print) RESPEC FIRM SIGNATURE - date _____	Dec 15, 2021  Jeanne Wolfenbarger TRANSPORTATION DEVELOPMENT - date Dec 15, 2021 Blaine Carter UTILITY DEVELOPMENT - date Dec 15, 2021 Ernest Armijo CITY ENGINEER - date Dec 15, 2021	Dec 15, 2021  PARKS & RECREATION - date Dec 15, 2021 Robert Webb AMJAFCA - date Dec 15, 2021 CODE ENFORCEMENT - date _____

DESIGN REVIEW COMMITTEE REVISIONS		
REVISION	DATE	AGENT / OWNER



AGENT LETTER

Owner: DR Horton
Aaron Mark Cooke / Director of Land Development

Agent: RESPEC, Inc
Sheldon Greer, PE
7770 Jefferson Street NE
Suite 200 2nd Floor
Albuquerque NM, 87109
505.264.0472
sheldon.greer@respec.com

Property Description: Tract 2, Unit 2, The Trails

I, Aaron Mark Cooke, Director of Land Development of DR Horton, hereby authorize RESPEC as agent.

Aaron Mark Cooke
DR Horton

7-25-23

Date

7770 JEFFERSON STREET NE
SUITE 200
ALBUQUERQUE, NM 87109
505.268.2661



August 14, 2023

Development Hearing Officer
City of Albuquerque, Planning

RE: Volcano Mesa at The Trails / Tract 2, Unit 2, The Trails

Development Hearing Officer and Planning Staff,

RESPEC, agent for DR Horton, is requesting approval from the Development Hearing Officer on the enclosed Final Plat application submitted for your consideration.

Tract 2, Unit 2, The Trails is located north of Oak Ridge Street between Universe Boulevard and Tijeras Creek Road within the City of Albuquerque. The subject property contains 10.4 acres. The proposed development consists of creating 72 new residential lots and 7 HOA tracts from the existing parcel. The properties are currently zoned R-ML for Multi-Family – Low Density.

To the best of our knowledge the site plan complies with all the applicable provisions of the City of Albuquerque's Integrated Development Ordinance and Development Process Manual. We appreciate your consideration in this matter.

Sincerely,

Sheldon Greer, PE
RESPEC, Engineer
Community Design Solutions
505.264.0472
sheldon.greer@respec.com

7770 JEFFERSON ST., NE
SUITE 200
ALBUQUERQUE, NM 87109
505.268.2661