



Supplemental Form (SF)

**SUBDIVISION**

- Major subdivision action
- Minor subdivision action
- Vacation
- Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- Administrative Approval (DRT, URT, etc.)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

**STORM DRAINAGE (Form D)**

- Storm Drainage Cost Allocation Plan

**S Z ZONING & PLANNING**

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plans)
- Adoption of Rank 2 or 3 Plan or similar
- Text Amendment to Adopted Rank 1, 2 or 3 Plan(s), Zoning Code, or Subd. Regulations

**D** Street Name Change (Local & Collector)

**L A APPEAL / PROTEST of...**

- Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICATION INFORMATION:**

Professional/Agent (if any): RIO GRANDE ENGINEERING PHONE: 505.321.9099

ADDRESS: PO BOX 93924 FAX: 505.872.0999

CITY: ALBUQUERQUE STATE NM ZIP 87199 E-MAIL: david@riograndeengineering.com

APPLICANT: EVERGREEN DEVELOPMENT LTD CO PHONE: \_\_\_\_\_

ADDRESS: 3002 RIO BRAVO BLVD SW FAX: \_\_\_\_\_

CITY: ALBUQUERQUE STATE NM ZIP 87105 E-MAIL: jmahoney8@comcast.net

Proprietary interest in site: OWNER List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: PRELIMINARY/FINAL PLAT COMMENTS

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. TRACTS A-1 AND A-2 Block: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdiv/Addn/TBKA: PROJECTED SECTION 12, T10N, R3E, NMPM,

Existing Zoning: SU2-LD R-LT Proposed zoning: SU2-LD R-LT MRGCD Map No \_\_\_\_\_

Zone Atlas page(s): H-12 UPC Code: 101205945217440930, 101205945316540931

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_, Z\_, V\_, S\_, etc.): \_\_\_\_\_  
1004732

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill? NO

No. of existing lots: 2 No. of proposed lots: 4 Total site area (acres): .675

LOCATION OF PROPERTY BY STREETS: On or Near: MONTOYA

Between: FLORAL and SORITA

Check if project was previously reviewed by: Sketch Plat/Plan  or Pre-application Review Team(PRT)  Review Date: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(Print Name) DAVID SOULE Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

Revised: 11/2014

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input type="checkbox"/> All checklists are complete	_____	_____	_____	\$ _____
<input type="checkbox"/> All fees have been collected	_____	_____	_____	\$ _____
<input type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus				Total
<input type="checkbox"/> F.H.D.P. fee rebate				\$ _____

Hearing date \_\_\_\_\_

Project # \_\_\_\_\_

Staff signature & Date \_\_\_\_\_

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

A **Bulk Land Variance** requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** **Your attendance is required.**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** **Your attendance is required.**

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Copy of DRB approved infrastructure list
- Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
- List any original and/or related file numbers on the cover application

**Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** **Your attendance is required.**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** **Your attendance is required.**

- 5 Acres or more: Certificate of No Effect or Approval *na < 5 acres*
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- na* Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- na* Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- na* Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required. *submitted*

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** **Your attendance is required.**

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

\_\_\_\_\_ Applicant name (print)

\_\_\_\_\_ Applicant signature / date



Form revised **October 2007**

- Checklists complete Application case numbers
- Fees collected \_\_\_\_\_ - \_\_\_\_\_
- Case #s assigned \_\_\_\_\_ - \_\_\_\_\_
- Related #s listed \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ Planner signature / date

\_\_\_\_\_ Project #

**AMENDMENT TO AGREEMENT TO  
CONSTRUCT SUBDIVISION IMPROVEMENTS**

City Project # 759482

City Engineer's Signature Date: July 3, 2017

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on May 12, 2017, which was recorded on May 17, 2017, as Document No. 2017047382 in the records of the Bernalillo County Clerk, State of New Mexico, wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

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

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

THEREFORE, the Subdivider 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 Subdivision Ordinance requirements, the subdivider has acquired or is able to acquire the following "Financial Guaranty":

Type of Financial Guaranty: Loan Reserve Letter

Amount: \$39,782.00

Name of Financial Institution or Surety providing Guaranty: State Employees Credit Union

Date City first able to call Guaranty (Construction Completion Deadline):  
February 15, 2018

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: April 16, 2018

Additional information: \_\_\_\_\_

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.

**Doc# 2017067882**

07/14/2017 10:26 AM Page: 1 of 2  
AMND R \$25.00 Linda Stover, Bernalillo County



SUBDIVIDER: Evergreen Development Ltd. Co.

CITY OF ALBUQUERQUE:

By [signature]: [Signature]  
Name [print]: John J Mahoney  
Title: Managing member  
Dated: 6-22-17

By: [Signature]  
Shahab Biazar, P.E., City Engineer  
Dated: 7/3/17

**SUBDIVIDER'S NOTARY**

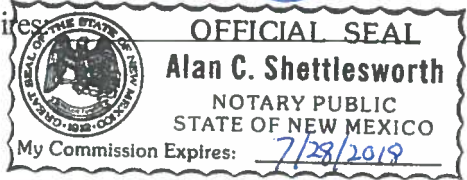
STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on 22<sup>nd</sup> day of June, 2017,  
by [name of person] John J Mahoney, [title or capacity, for  
instance, "President" or "Owner"] Managing member of ("Subdivider")  
Evergreen L.T.D. Co.  
Development

(SEAL)

[Signature]  
Notary Public

My Commission Expires:



**CITY'S NOTARY**

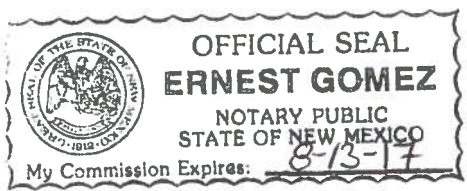
STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on 3 day of July, 2017,  
by Shahab Biazar, P.E., Acting City Engineer of the City of Albuquerque, a municipal  
corporation, on behalf of said corporation.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 8-13-17



**SUBDIVISION IMPROVEMENTS AGREEMENT PUBLIC AND/OR PRIVATE**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT is made this 12<sup>th</sup> day of May, 2017, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Evergreen Development Ltd Co. ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:], \_\_\_\_\_ Ltd. Co., whose address is 501 Second Street NW Suite 101 Albuquerque, NM 87102 and whose telephone number is ( ) \_\_\_\_\_ is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] \_\_\_\_\_ Tracts A-1 and A-2, Land Division Plat, Summary Subdivision of David Maciel \_\_\_\_\_ recorded on April 6, 1981, attached, pages \_\_\_\_\_ through \_\_\_\_\_, as Document No. \_\_\_\_\_ in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] Evergreen Development Ltd Co \_\_\_\_\_ ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Montoya Street Townhome Subdivision describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, 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 Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 15<sup>th</sup> February 2018 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 759482.



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) 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 Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

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

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

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

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

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

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

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

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

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



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

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

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider 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 S.O. requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Not seeking final plat before infrastructure completion.

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 Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) 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 Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.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 Subdivider 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 of the Subdivision.

10. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider 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 Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

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 Subdivider 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 S.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 Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider 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 Subdivider, its agents,

representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider 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 Subdivider 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 Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider'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 Subdivider 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 Subdivider 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 Subdivider'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 Subdivider 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 Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider 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 Subdivider'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. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City Legal Department on this form.

22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

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

SUBDIVIDER: Evergreen Development Ltd Co

CITY OF ALBUQUERQUE

By [Signature]: 

By: 

Name [Print]: John Mahoney

Shahab Biazar, P.E., City Engineer

Title: Managing Member

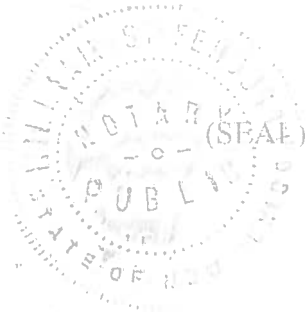
Dated: 5-12-17

Dated: 5-2-17

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 2<sup>nd</sup> day of May, 2017, by  
[name of person:] John Mantoney, [title or capacity, for instance,  
"President" or "Owner":] MANAGING MEMBER of  
[Subdivider:] Evergreen Development Co Co.



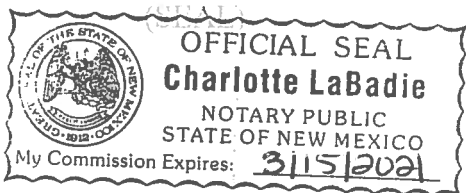
[Signature]  
Notary Public

My Commission Expires: May 21, 2019

CITY'S NOTARY

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

This instrument was acknowledged before me on this 12<sup>th</sup> day of May, 2017,  
by Curtis Cherne for Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.



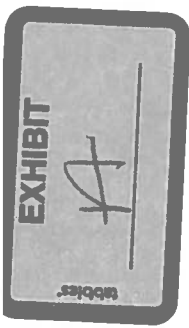
Charlotte LaBadie  
Notary Public

My Commission Expires: March 15, 2021

[EXHIBIT A ATTACHED]  
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER  
IS NOT THE OWNER OF THE SUBDIVISION]

Date Submitted 2-15-17  
 Date Site Plan Approved 2-15-17  
 Date Preliminary Plat Approved 2-15-17  
 Date Preliminary Plat Expires 2-15-18

DRB Application No. 1004732



ORIGINAL

INFRASTRUCTURE LIST

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

PROPOSED NAME OF PLAT MONTOLYA STREET TOWNHOME SUBDIVISION

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION  
TRACT 1A AND 2A DAVID MACIEL SUBDIVISION

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.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
		22' E-E	Compacted Gravel roadway	PHASE 1 Private Access Easement	Montoloya Road	east property line	/	/	/
		8' 7"	Estate curb including 4' wide Sidewalk east	Montoloya Road	north property line	south property line	/	/	/
		na	Fire hydrant and valve	Montoloya Road	Main	Hydrant	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

SIA Sequence #

COA DRC Project #

Size

Type of Improvement

Location

From

To

Private Inspector

City Inspector

City Cnst Engineer

1 Engineers Certification of Grading required prior to release of SIA and Financial Guarantee

2 \_\_\_\_\_

3 \_\_\_\_\_

NOTES

AGENT / OWNER David Soule

NAME (print) Rip Grank

FIRM DJM 2/15/16

SIGNATURE - date [Signature] 2/15/16

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

DRB CHAIR - date [Signature] 2-15-17

TRANSPORTATION DEVELOPMENT - date [Signature] 2/15/17

UTILITY DEVELOPMENT - date [Signature] 02-15-17

CITY ENGINEER - date [Signature] 2/15/17

PARKS & RECREATION DEPARTMENT - date [Signature] 2/15/17

AMAFCA - date \_\_\_\_\_

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: \_\_\_\_\_

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

August 1, 2017

Jack Cloud  
Chairman  
Development Review Board  
City of Albuquerque  
600 2<sup>nd</sup> street NW  
Albuquerque, NM 87102

**RE: Preliminary/ final plat Approval  
Project #1004732  
Montoya street town homes**

Dear Mr. Cloud:

Rio Grande Engineering requests DRB approval on the attached preliminary/final plat. The property is currently zoned SU2-LD- RLT. The net lot sizes do meet the minimum lot sizes required. Lots 1-4 will contain duplex units with shared drive ways. This project has been reviewed and commented on by the DRB. We believe the previous comments have been incorporated into the new plat. The SIA has been recorded and the work order is under construction.

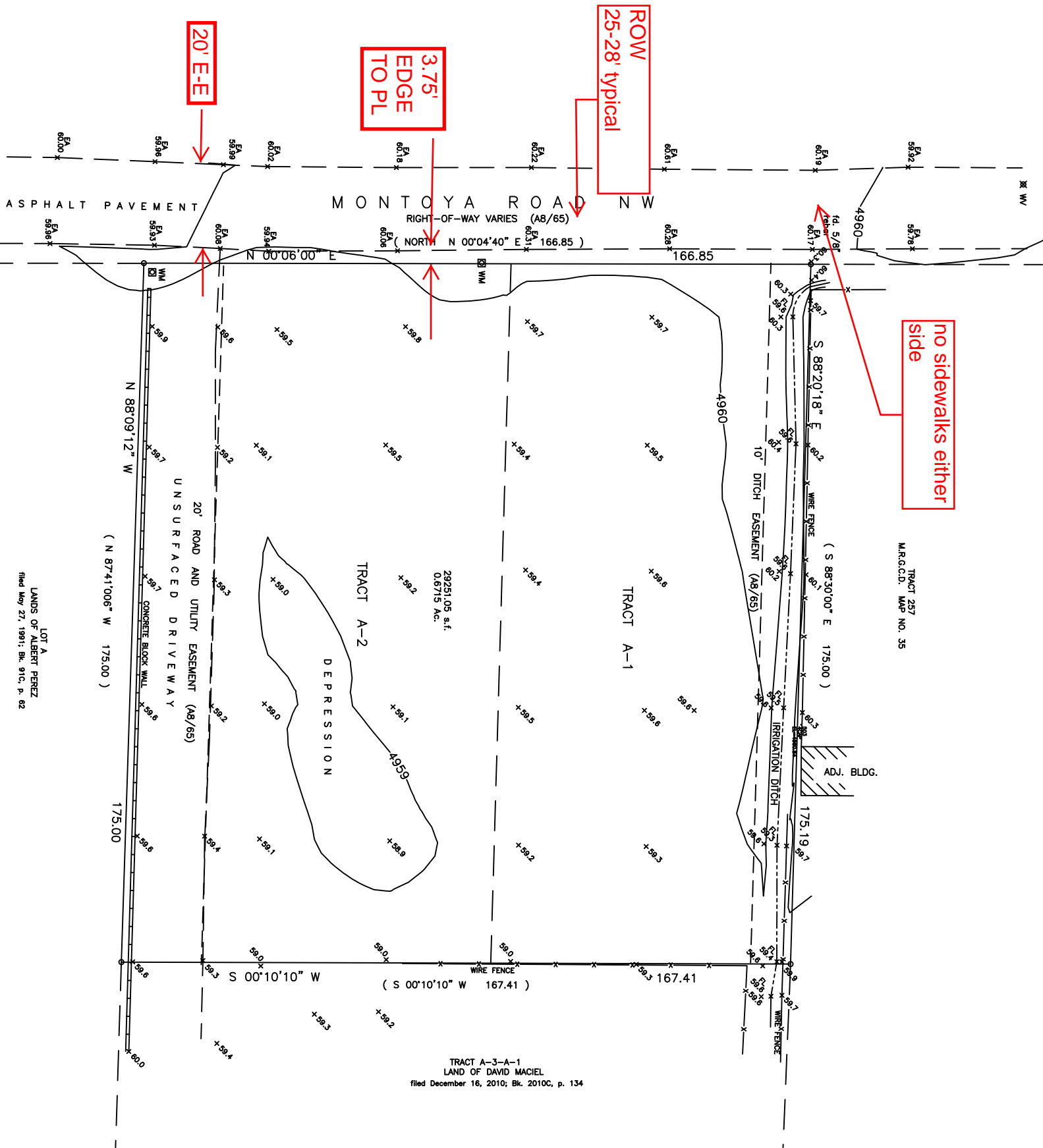
Should you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

David Soule, PE  
RIO GRANDE ENGINEERING  
PO Box 93924  
ALBUQUERQUE, NM 87199  
321-9099

Enclosures





20' E-E

3.75' EDGE TO PL

ROW 25-28' typical

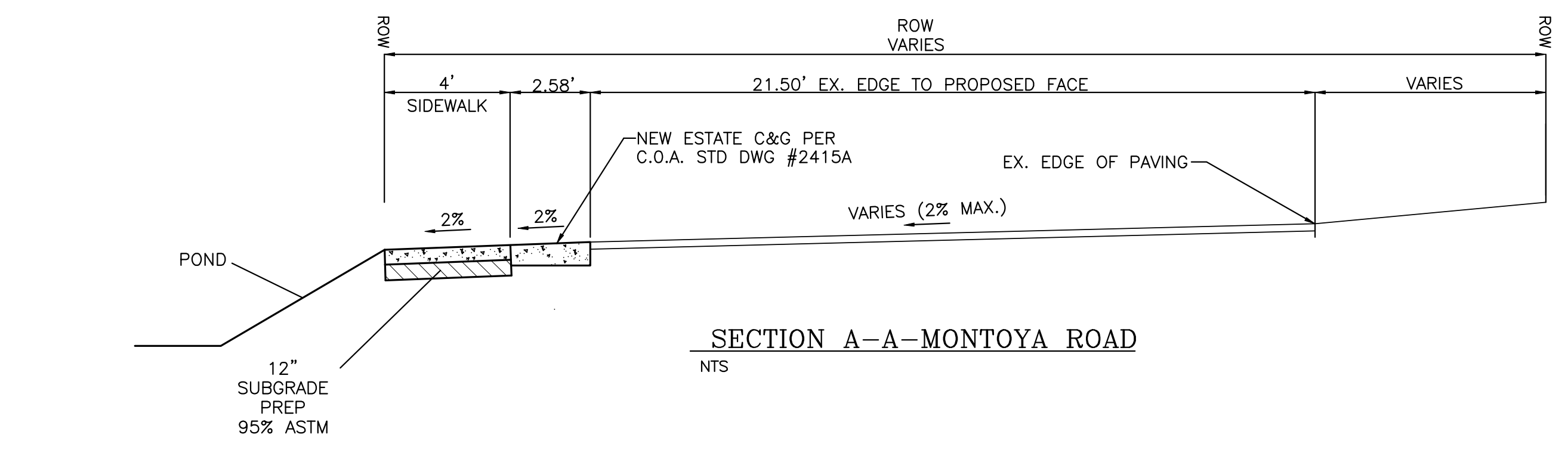
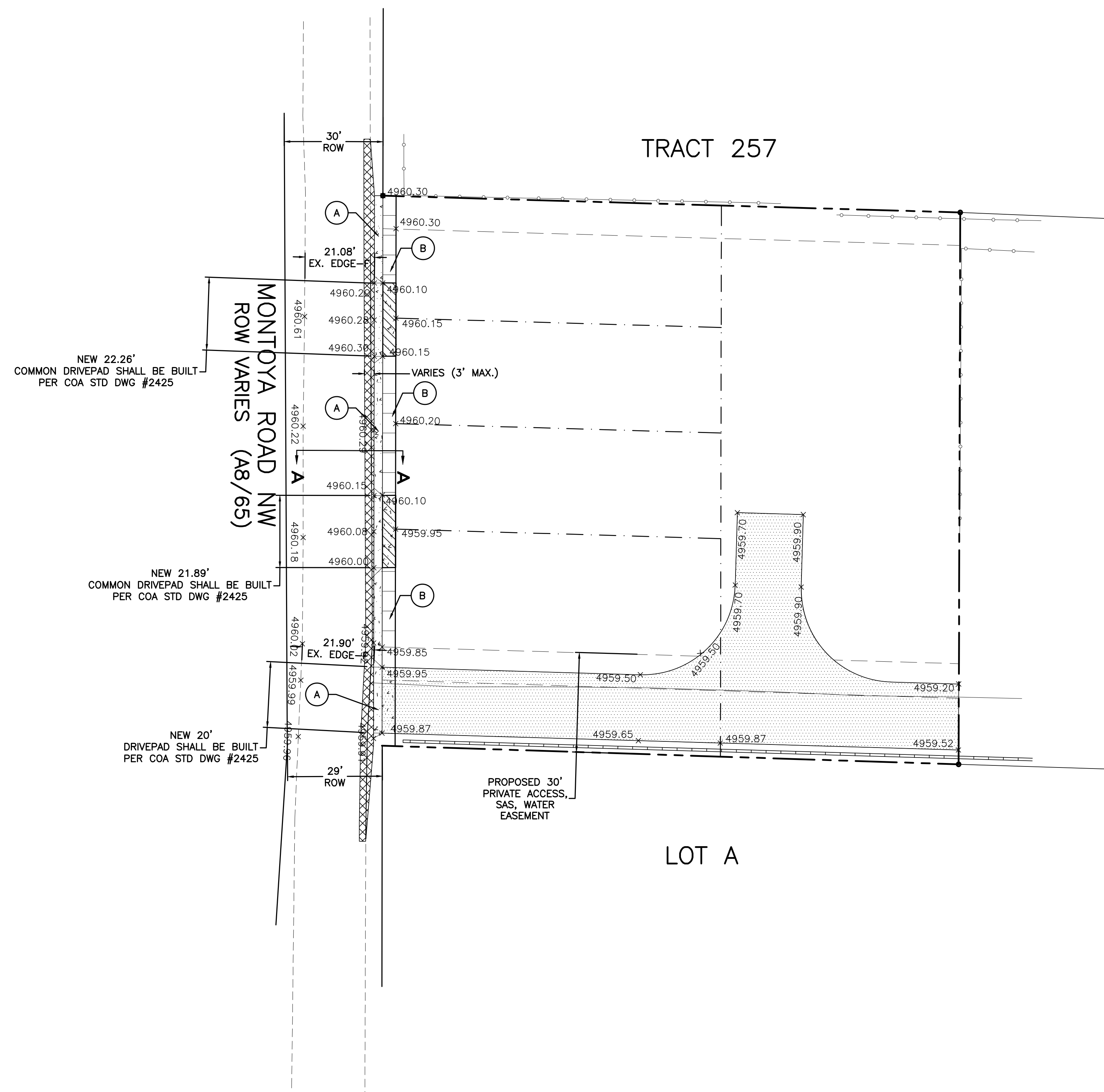
no sidewalks either side

EXISTING CONDITION ROAD EXHIBIT

TRACT 257  
M.R.C.D. MAP NO. 35

TRACT A-3-A-1  
LAND OF DAVID MACIEL  
filed December 16, 2010; Bk. 2010C, p. 134

LOT A  
LANDS OF ALBERT PEREZ  
filed May 27, 1991; Bk. 91C, p. 62

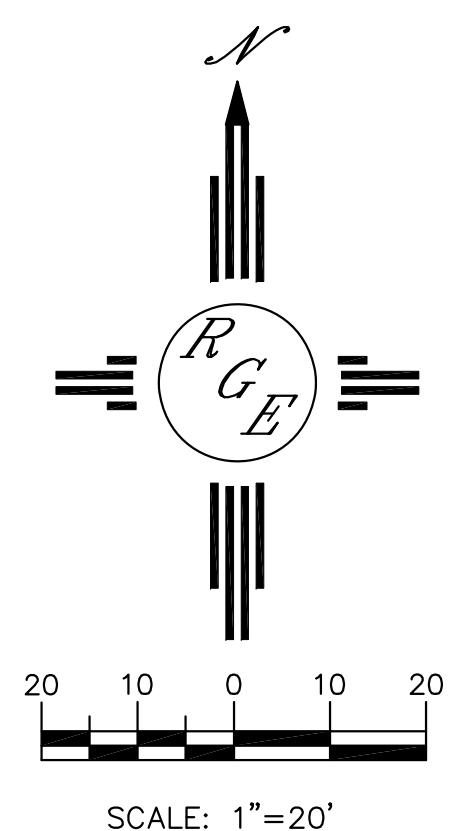


**GENERAL NOTES:**  
 1. ALL WALL FOUNDATIONS/TOE MUST BE OUTSIDE COA ROW.  
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL ROADWAY SIGNS UNTIL FINAL ACCEPTANCE.

**KEYED NOTE:**  
 (A) ESTATE C&G PER COA STD DWG #2415B  
 (B) 4' SIDEWALK TO BE BUILT W/THIS PROJECT PER COA STD DWG #2430

**LEGEND**

	EXISTING CURB & GUTTER
	PROPOSED ESTATE CURB & GUTTER
	BOUNDARY LINE
	EASEMENT
	PROPOSED 4' SIDEWALK
	CENTERLINE
	RIGHT-OF-WAY
	LOT LINES
	4' ADA PATH PER COA STD DWG #2425
	NEW PAVING PER COA STD DWG #2465-RESIDENTIAL
	PROPOSED GRAVEL DRIVE PER COA STD SPEC 300



**Rio Grande Engineering**  
 1806 CENTRAL AVENUE SE  
 SUITE 201  
 ALBUQUERQUE, NM 87106  
 (505) 872-2999

CITY OF ALBUQUERQUE  
 PUBLIC WORKS DIVISION  
 ENGINEERING GROUP

TITLE: **MONTOYA STREET TOWNHOMES  
 MASTER PAVING PLAN**

DESIGN REVIEW COMMITTEE	CITY ENGINEER APPROVAL	MO./DAY/YR.	MO./DAY/YR.
LAST DESIGN UPDATE			

CITY PROJECT NO. **759482**      ZONE MAP NO. **H-12-Z**      SHEET **4** OF **6**

SURVEY INFORMATION		FIELD NOTES	
NO.	BY	NO.	DATE

ENGINEER'S SEAL	
	2 / 25 / 16

AS BUILT INFORMATION	
DATE	DATE

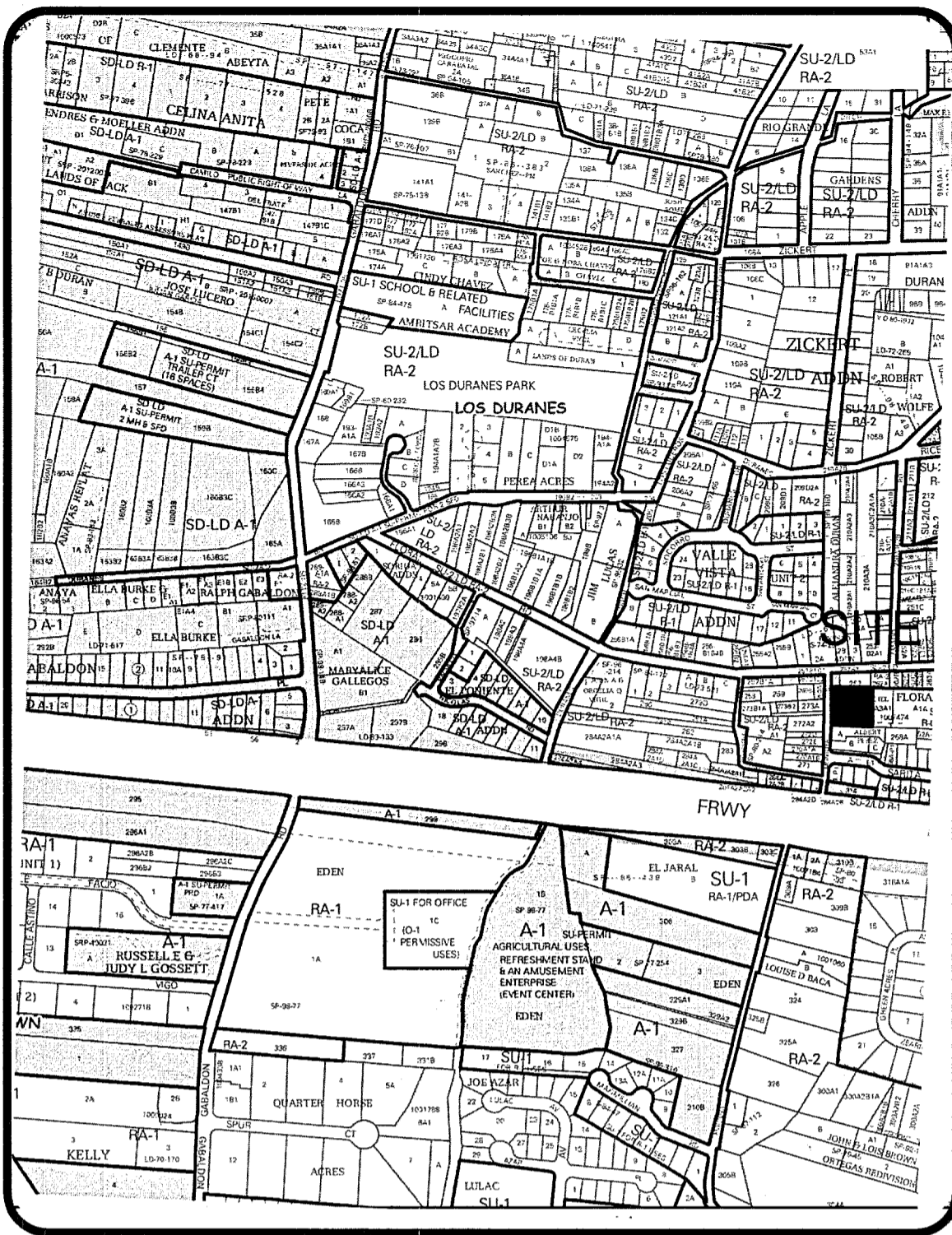
  

REVISIONS	
NO.	DATE

**BENCH MARKS**

ACEE STATION #4137  
 Longitude: 106 40 22.28227  
 Latitude: 35 0 37.00487  
 Order: 1 Class: 1  
 Ground to Grid Factor: 0.0000478  
 Mapping (US survey feet): 148777.887  
 Benchmark (US survey feet): 4960.188  
 Benchmark (US survey feet): 4960.188  
 Benchmark (US survey feet): 4960.188  
 Orthometric Height (US survey feet): 4960.188  
 Order: 2 Class: 1  
 PLAINS-CENTRAL ZONE  
 FAD: 148777.887

PLAT OF  
**MONTOYA STREET TOWNHOMES**  
 LOTS 1-5  
 BEING A RE-PLAT OF TRACTS A-1 AND A-2  
 LAND OF DAVID MACIEL  
 PROJECTED SECTION 12, T 10 N, R 2 E, N.M.P.M.  
 TOWN OF ALBUQUERQUE GRANT  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 JULY 2017



ZONE ATLAS H-12-Z NO SCALE



**LEGAL DESCRIPTION:**

TRACTS A-1 AND A-2, LAND OF DAVID MACIEL, WITHIN THE TOWN OF ALBUQUERQUE GRANT, PROJECTED SECTION 10 TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME ARE SHOWN AND DESIGNATED ON THE LAND DIVISION PLAT OF LAND OF DAVID MACIEL, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO IN PLAT BOOK A8, PAGE 65.

**PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:**

**PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMER, AND OTHER EQUIPMENT RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.**

**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.**

**QWEST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES RESPONSIBLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.**

**COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES RESPONSIBLY NECESSARY TO PROVIDE CABLE SERVICES.**

INCLUDED, IS THE RIGHT TO 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 EASEMENT, WITH THE RIGHT AND PRIVILEGED OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF "GRANTOR" FOR 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 SPACE FOR ELECTRICAL TRANSFORMERS, WITHIN 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 DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED 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 PLAT.

**DISCLAIMER**

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY (PNM), NEW MEXICO GAS COMPANY (NMGC), CENTURY LINK AND COMCAST DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY PUBLIC SERVICE COMPANY (PNM), NEW MEXICO GAS COMPANY (NMGC), CENTURY LINK AND COMCAST DO NOT WAIVE OR RELEASE ANY EASEMENTS OR ANY EASEMENTS RIGHTS WHICH MAY HAVE BEEN GRANTED BY A PRIOR PLAT, RE-PLAT OR ANY OTHER DOCUMENT AND WHICH ARE NOT SHOWN ON THIS PLAT

**FREE CONSENT AND DEDICATION:**

THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THE LAND HEREIN DESCRIBED AND BEING COMPRISED OF TRACTS LETTERED A AND B OF THE CORRECTED GLENDALE ESTATES UNIT 1, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS SHOWN AND THE SAME IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) AND SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE PARCEL(S) HEREIN DESCRIBED. SAID OWNERS HEREBY GRANT ALL EASEMENTS SHOWN HEREON AND DEDICATE ALL RIGHT OF WAY IN FEE SIMPLE TITLE WITH WARRANTY COVENANTS TO THE CITY OF ALBUQUERQUE BY THIS PLAT. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY REPRESENT THAT THEY ARE SO AUTHORIZED TO ACT.

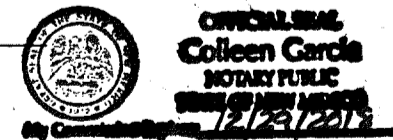
BY: John J. Mahoney 7/27/17  
 OWNER/DATE

**ACKNOWLEDGMENT**

STATE OF New Mexico,  
 COUNTY OF Bernalillo ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 27 DAY OF July, 2015, BY John J. Mahoney

NOTARY PUBLIC: Colleen Garcia  
 MY COMMISSION EXPIRES: 12/29/2018



THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

UNIFORM PROPERTY CODE #:

BERNALILLO COUNTY TREASURE'S OFFICE: \_\_\_\_\_

**SHEET INDEX**

PAGE 1. COVER  
 PAGE 2. SUBDIVISION PLAT

PROJECT NUMBER: \_\_\_\_\_

CITY APPROVALS:

CITY SURVEYOR: Kevin N. Reschmeyer P.S. DATE: 10/6/16  
 TRAFFIC ENGINEERING, TRANSPORTATION DIVISION DATE

UTILITIES DEVELOPMENT DATE

PARKS AND RECREATION DEPARTMENT DATE

A.M.A.F.C.A. DATE

ABCWUA DATE

CITY ENGINEER DATE

DRB CHAIRPERSON, PLANNING DEPARTMENT DATE

REAL PROPERTY DIVISION DATE

**UTILITY APPROVALS:**

PNM ELECTRIC SERVICES DATE

NEW MEXICO GAS DATE

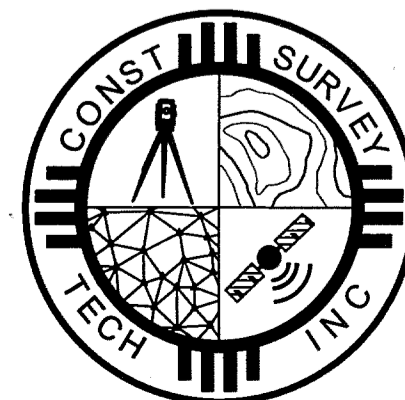
QWEST CORPORATION D.B.A. CENTURY LINK QC DATE

COMCAST DATE

**SURVEYOR'S CERTIFICATE:**

I, DAVID P ACOSTA, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21082, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE; SHOWS ALL EASEMENTS ON SUBJECT TRACT(S) AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNER(S), UTILITY COMPANIES OR OTHER PARTIES EXPRESSING AN INTEREST; MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS EFFECTIVE MAY 1, 2007; AND THAT THE PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David P. Acosta 07-26-2017  
 DAVID P. ACOSTA, N.M.P.S. NO. 21082 DATE



CONSTRUCTION SURVEY TECHNOLOGIES, INC

MAILING: PO BOX 65395, ALBUQUERQUE, NM 87193 505-917-8921  
 OFFICE: 1606 CENTRAL AVE SE, SUITE 101, ALBUQUERQUE, NM 87106  
 NMSURVEYOR@GMAIL.COM

**PURPOSE OF PLAT:**

THE PURPOSE OF THIS PLAT IS TO CREATE 5 LOTS FROM 2 LOTS, GRANT PRIVATE ACCESS & DRAINAGE EASEMENT, PRIVATE WATER AND SEWER EASEMENT AND PEDESTRIAN EASEMENT. VACATE EXISTING ROADWAY EASEMENT.

**NOTES:**

1. BEARINGS ARE GRID BASED--NEW MEXICO STATE PLANE CENTRAL ZONE (NAD 1983)
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. ALL BOUNDARY CORNERS IDENTIFIED AS "SET", ARE 5/8" REBAR WITH CAP STAMPED "PS 21082", AND DEPICTED AS NOTED UNLESS OTHERWISE INDICATED.
4. BEARINGS AND DISTANCES IN ( ) ARE RECORD

**SUBDIVISION DATA:**

DRB#  
 ZONE ATLAS INDEX NO. H-12-Z  
 DATE OF FIELD SURVEY: AUGUST 2015  
 TOTAL NO. OF TRACTS EXISTING 2  
 TOTAL NO. OF LOTS CREATED 5  
 TOTAL NO. OF TRACTS CREATED 1  
 GROSS SUBDIVISION ACREAGE 0.67493  
 MILEAGE OF PRIVATE STREETS CREATED 0.00

**DOCUMENTS USED:**

PLAT BOOK A8 PAGE 065

**SOLAR COLLECTION NOTE:**

PER SECTION 14-14-4-7 OF THE SUBDIVISION ORDINANCE

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

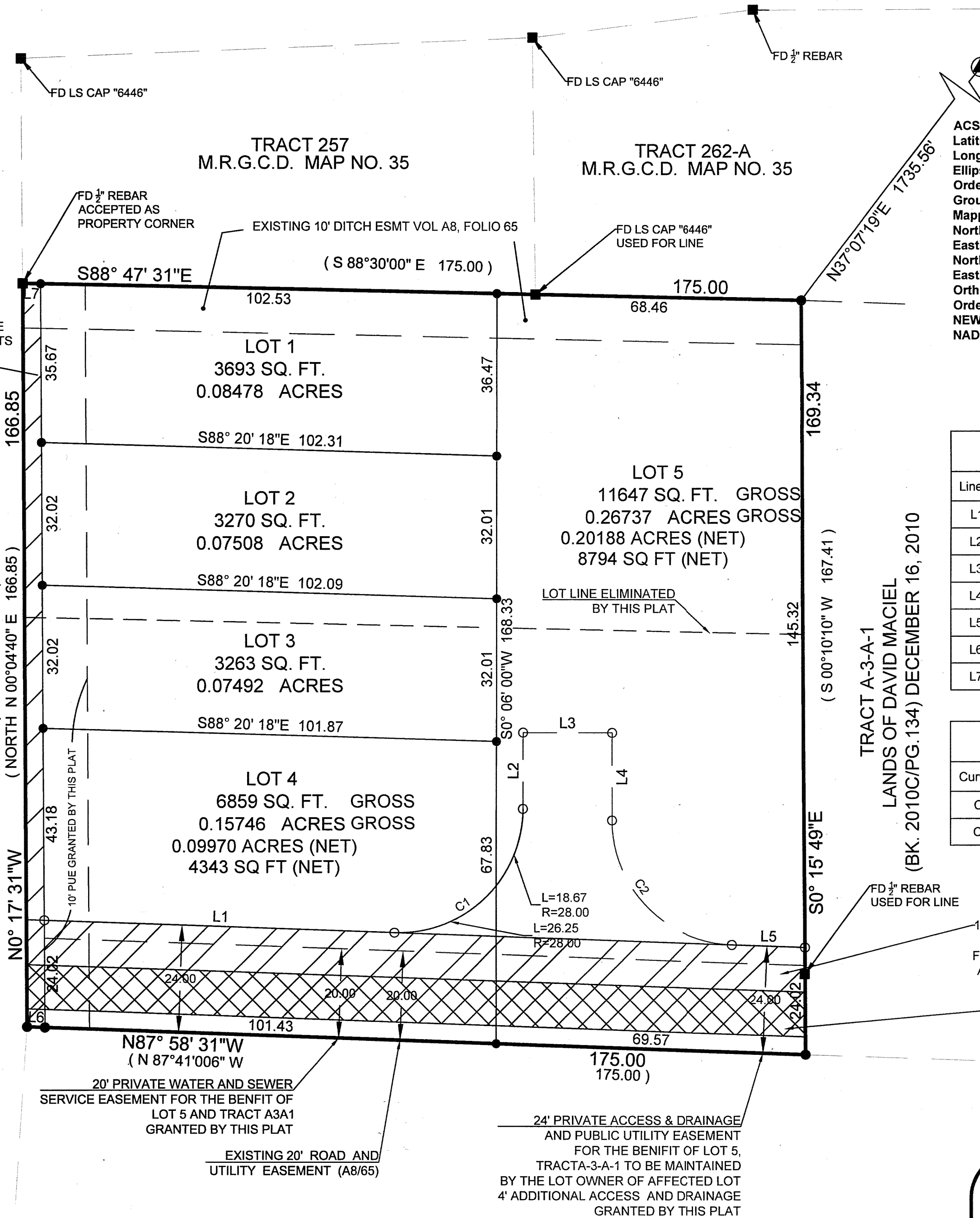
LEGEND OF SYMBOLS

- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR WITH 1" MORASSE CAP "LS 21082 OR PK NAIL WITH SHINER "21082"
- EASEMENT ANGLE POINT (NOT SET)

PLAT OF  
**MONTOYA STREET TOWNHOMES**  
 LOTS 1-5  
 BEING A RE-PLAT OF TRACTS A-1 AND A-2  
 LAND OF DAVID MACIEL  
 PROJECTED SECTION 12, T 10 N, R 2 E, N.M.P.M.  
 TOWN OF ALBUQUERQUE GRANT  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 JULY 2017

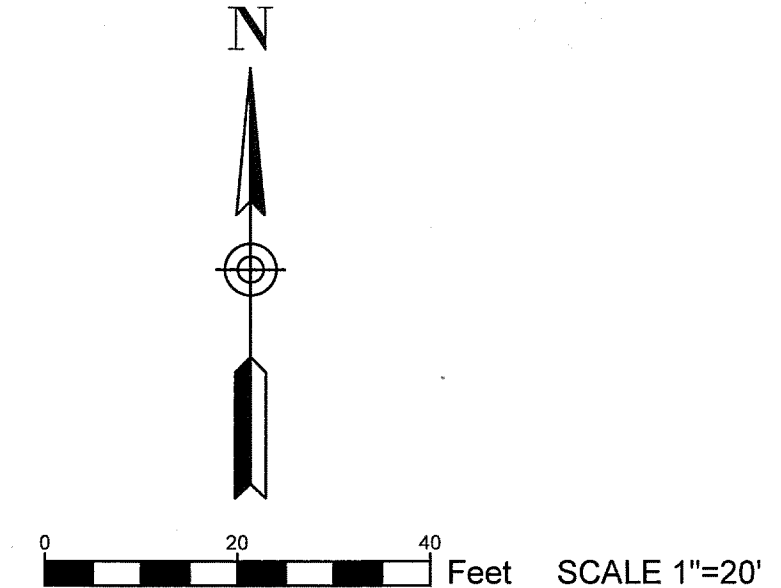
EASTERLY 4' OF MONTOYA ROAD NW  
 RW DEDICATED TO THE CITY OF ALBUQUERQUE  
 IN FEE SIMPLE TITLE WITH WARRANTY COVENANTS  
 BY THIS PLAT  
 0.01532 ACRES (668 SQ FT)

**MONTOYA ROAD N.W.**  
 (R-W VARIES)  
 (NORTH N 00°04'40" E 166.85)  
 (N 0°17'31"W)



ACS STATION "7-H13"  
 Latitude: 35 6 37.80487  
 Longitude: 106 40 22.28237  
 Ellipsoidal Height (meters): 1491.708  
 Order: 1 Class: 1  
 Ground to Grid Factor: 0.99968476  
 Mapping Angle: -0\_14\_35.56  
 Northing (US survey feet): 1495777.837  
 Easting (US survey feet): 1513953.442  
 Northing (meters): 455913.996  
 Easting (meters): 461453.932  
 Orthometric Height (US survey feet): 4964.364  
 Order: 2 Class: 1  
 NEW MEXICO STATE PLANE-CENRAL ZONE  
 NAD 1983/NAVD 1988

Line #	Length	Direction
L1	78.64	S87° 58' 31"E
L2	17.07	N0° 06' 00"E
L3	20.00	S89° 54' 00"E
L4	19.62	S0° 06' 00"W
L5	16.32	S87° 58' 31"E
L6	4.00	N87° 58' 31"W
L7	4.00	S88° 47' 31"E



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	44.92	28.00	91.92	N46° 03' 45"E	40.26
C2	43.04	28.00	88.08	S43° 56' 15"E	38.93

20' PRIVATE WATER AND SEWER  
 SERVICE EASEMENT FOR THE BENEFIT OF  
 LOT 5 AND TRACT A3A1  
 GRANTED BY THIS PLAT

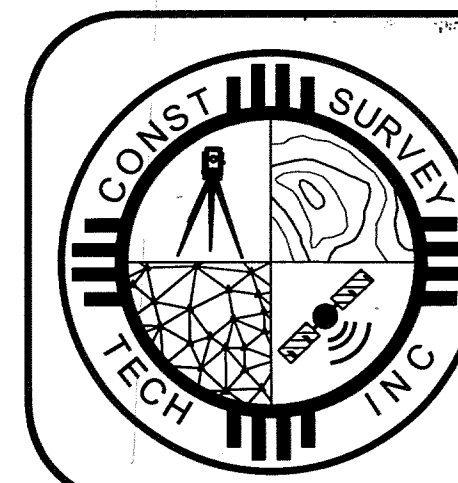
EXISTING 20' ROAD AND  
 UTILITY EASEMENT (A8/65)

24' PRIVATE ACCESS & DRAINAGE  
 AND PUBLIC UTILITY EASEMENT  
 FOR THE BENEFIT OF LOT 5,  
 TRACTA-3-A-1 TO BE MAINTAINED  
 BY THE LOT OWNER OF AFFECTED LOT  
 4' ADDITIONAL ACCESS AND DRAINAGE  
 GRANTED BY THIS PLAT

10' WATER LINE EASEMENT  
 GRANTED BY THIS PLAT  
 FOR THE BENEFIT OF LOT 5  
 AND MAINTAINED BY LOT 5

10' SEWER LINE EASEMENT  
 GRANTED BY THIS PLAT  
 FOR THE BENEFIT OF LOT 5  
 AND MAINTAINED BY LOT 5

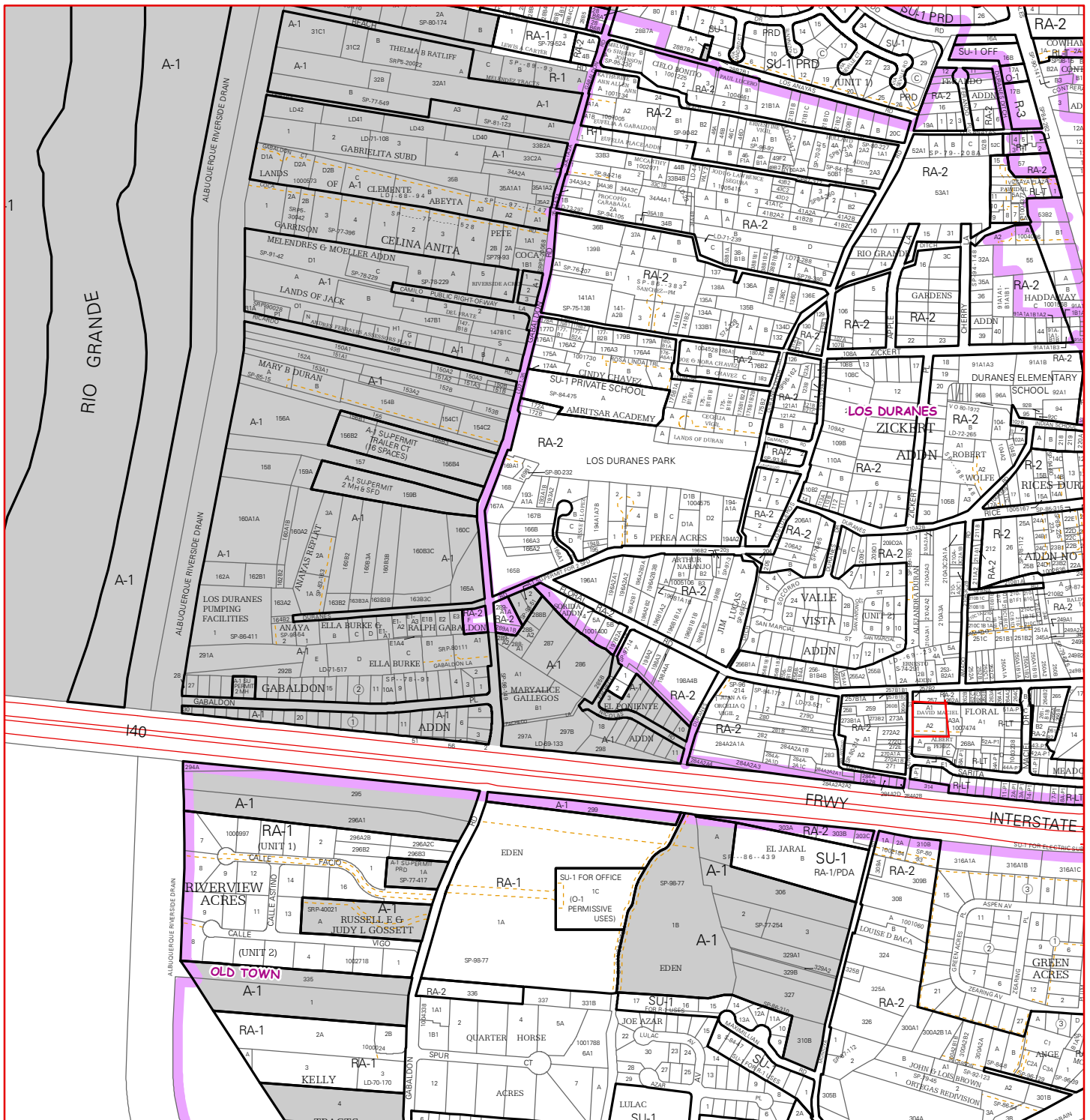
LOTS A  
 LAND OF ALBERT PEREZ  
 (BK. 91C/PG. 62) MAY 27, 1991



CONSTRUCTION SURVEY TECHNOLOGIES, INC

MAILING: PO BOX 65395, ALBUQUERQUE, NM 87193 505-917-8921  
 OFFICE: 1606 CENTRAL AVE SE, SUITE 101, ALBUQUERQUE, NM 87106  
 NMSURVEYOR@GMAIL.COM





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

Map amended through: 2/4/2010

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**H-12-Z**

Selected Symbols

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

0 750 1,500 Feet