



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

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

<b>APPLICATION INFORMATION</b>		
Applicant: Cinnamon Morning Development, LLC		Phone: 345-3541
Address: 2700 Rio Grande Blvd.		Email: info@cinnamonmorning.com
City: Albuquerque	State: NM	Zip: 87104
Professional/Agent (if any): Mark Goodwin & Associates, PA		Phone: 828-2200
Address: PO BOX 90606		Email: diane@goodwinengineers.com
City: Albuquerque	State: NM	Zip: 87199
Proprietary Interest in Site: Owner	List all owners: Cinnamon Morning Bed and Breakfast dba Cinnamon Morning Development, LLC	

<b>BRIEF DESCRIPTION OF REQUEST</b>
Final Plat Approval for Cinnamon Morning Subdivision

<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>		
Lot or Tract No.: 3A, Alvarado Gardens Unit 1	Block:	Unit:
Subdivision/Addition: Cinnamon Morning Subdivision	MRGCD Map No.:	UPC Code: 101306000712030505
Zone Atlas Page(s): G-12/G-13	Existing Zoning: R-A	Proposed Zoning: R-A
# of Existing Lots: 1	# of Proposed Lots: 8	Total Area of Site (acres): 2.5103

<b>LOCATION OF PROPERTY BY STREETS</b>		
Site Address/Street: 2700 Rio Grande Blvd.	Between: Matthew	and: Campbell Rd.

<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>	
1011642	
Signature: <i>Diane Hoelzer</i>	Date: 12/3/19
Printed Name: Diane Hoelzer, PE	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

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

**FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS**

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

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

**>> INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS**

- Interpreter Needed for Hearing? no if yes, indicate language: n/a
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled

**SKETCH PLAT REVIEW AND COMMENT**

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

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (requires published notice, heard on the DRB Major Case Schedule)**

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


**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL**

- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(I)
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Required notice with content per IDO Section 14-16-6-4(K)(6)
  - Office of Neighborhood Coordination Public Notice Inquiry response
  - Proof of emailed notice to applicable Neighborhood Association representatives
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal (7 copies, folded)
- Sidewalk Exhibit and/or cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use (7 copies, folded)
- Landfill disclosure statement per IDO Section 14-16-5-2(G) if site is within a designated landfill buffer zone
- Proposed Infrastructure List, if applicable
- DXF file and hard copy of final plat data for AGIS submitted and approved

**MINOR AMENDMENT TO PRELIMINARY PLAT OR INFRASTRUCTURE LIST**

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

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

<i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i>	
Signature: <u>Diane Hoelzer</u>	Date: <u>12/3/19</u>
Printed Name: <u>Diane Hoelzer</u>	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent
<b>FOR OFFICIAL USE ONLY</b>	
Case Numbers:	Project Number
Staff Signature:	
Date:	





D. Mark Goodwin & Associates, P.A.  
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199  
(505) 828-2200 FAX 797-9539

*~ 2012 ACEC/NM Award Winner for Engineering Excellence ~  
~ 2008 ACEC/NM Award Winner for Engineering Excellence ~*

December 4, 2019

Ms. Jolene Wolfley  
DRB Chair  
City of Albuquerque  
PO Box 1293  
Albuquerque, NM 87103

**Re: Cinnamon Morning Cluster Development – (PR-2019-002204) Zone Atlas G-12/13  
Request approval of final Plat**

Dear Ms. Wolfley:

On behalf of our clients, Cinnamon Morning Development LLC, we are submitting the above referenced project for final plat approval.

Please contact our office if you have any questions or comments.

Sincerely,

MARK GOODWIN & ASSOCIATES, PA

Diane Hoelzer, PE  
Senior Engineer

DLH/dlh  
Attachments

**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

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

THIS AGREEMENT is made this (Date) December 2, 2019, 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 Cinnamon Morning Bed and Breakfast ("Developer"), a New Mexico Sole Proprietorship, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] whose address is 2700 Rio Grande Blvd NW (City) Albuquerque, (State) NM (Zip Code) 87104 and whose telephone number is (505) 345-3541, 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:] Remaining portion of Lot 3, Alvarado Gardens, Unit 1 recorded on 05/15/1932, Volume C02, Folio 010, 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:] Cinnamon Morning Subdivision ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Preliminary Plat describing Developer's Property ("Developer's Property").

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 30<sup>th</sup> Day of November 2021 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 780982.



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

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

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

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Developer must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

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

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

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

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

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

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

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Western Technologies, and field testing of the private Improvements shall be performed by Western Technologies both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing





appropriate dedication on the final plat.

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

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

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

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

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

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

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

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

12. Assignment. This Agreement shall not be assigned without the prior written consent

of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

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

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

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

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

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

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

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

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this

Agreement and will not affect the meaning or construction of any of its provisions.

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

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

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

DEVELOPER: Cinnamon Morning Bed & Breakfast

CITY OF ALBUQUERQUE

By [Signature] Sue Percilick

By: [Signature] (A)

Name [Print]: Sue Percilick

Shahab Biazar, P.E., City Engineer

Title: Owner

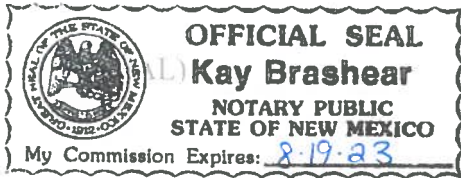
Dated: 12/2/19

Dated: 11-21-19

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 21 day of November, 2019, by  
[name of person:] Sue Percilick, [title or capacity, for instance, "President" or "Owner":]  
Owner of [Developer:] Cinnamon Morning Bed and Breakfast.



[Signature]  
Notary Public

My Commission Expires: 8-19-23

CITY'S NOTARY

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

This instrument was acknowledged before me on this 2nd day of December, 2019,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

Charlotte Rabadie  
Notary Public

My Commission Expires: March 15, 2021

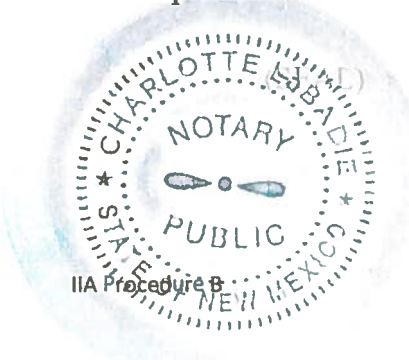


FIGURE 12  
 Date Submitted: March 29, 2019  
 Date Site Plan Approved: 4.17.19  
 Date Preliminary Plat Approved: 4.21.19  
 Date Preliminary Plat Expires: 4.21.20  
 DRB Project No.: PR-2019-002044  
 DRB Application No.: SD-2019-00034

INFRASTRUCTURE LIST  
 (REV 2 16 18)  
 EXHIBIT "A"  
 TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
 CINNAMON MORNING  
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Remaining Portion of Lot 3, Alvarado Gardens, Unit No. 1  
 EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Size	Type of Improvement	Location	From	To	Construction Certification		
					Financially Guaranteed DRC #	Constructed Under DRC #	City Cnst Engineer
24' FF	RES PVMT	LOS AMIGOS DRIVE	RIO GRANDE	LOT 7	/	/	/
4'	SIDEWALK (SOUTHSIDE)		BLVD		/	/	/
6"	ESTATE CURB SOUTHSIDE				/	/	/
6"	MTBL C&G NORTHSIDE				/	/	/
24' FF	RES PVMT	LOS AMIGOS LANE	WEST LOT 7	LOT 3/4 END	/	/	/
4'	SIDEWALK (SOUTHSIDE)				/	/	/
6"	ESTATE CURB SOUTHSIDE				/	/	/
6"	STD C&G NORTHSIDE				/	/	/
20' FF	70 LF One-sided HAMMERHEAD	Los Amigos Lane	bwn Lot 1 / 2		/	/	/
	6" STD C&G bothsides				/	/	/
12'	RES PVMT	Public Access-Turnaround Esmt	LOT 8		/	/	/
6"	WATERLINE	Los Amigos Drive & Los Amigos Lane	EX 6" WL at Rio Grande Blvd	LOT 3 / 4	/	/	/
9"	SANITARY SEWER	Los Amigos Drive & Los Amigos Lane	EX 8" SAS at Rio Grande Blvd	LOT 3 / 4	/	/	/

ORIGINAL

Construction Certification	
Private Inspector	City Cnst Engineer
/	/
/	/
/	/
/	/

Size	Type of Improvement	Location	From	To
6'	Sidewalk	East side Rio Grande Blvd.	North P.L.	South P.L.
(0.35 Ac Ft)	Private retention pond	Tract A		
	Private perimeter wall	north and east property line		

Financially Guaranteed DRC #	Constructed Under DRC #

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.		Construction Certification	
Financially Guaranteed DRC #	Constructed Under DRC #	Private Inspector	City Cnst Engineer
		/	/
		/	/
		/	/
		/	/

**NOTES**

- 1 An engineer's certification is required for the grading and drainage plan that includes the construction of the perimeter wall and ponding area prior to acceptance of the close out package for the onsite infrastructure construction.
- 2 Street lights per City requirements.

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS
DIANE HOELZER, PE NAME (print)	PARKS & RECREATION - date
MARK GOODWIN & ASSOC. FIRM	AMAFCA - date
<i>Diane Hoelzer</i> SIGNATURE - date	4/17/19
	CODE ENFORCEMENT - date
	- date

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	AGENT / OWNER

**SIDEWALK DEFERRAL AGREEMENT**

PROJECT NO. 780982

THIS AGREEMENT is made this (Date) December 2, 2019, 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 Cinnamon Morning Bed and Breakfast ("Developer"), a New Mexico Sole Proprietorship, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] whose address is 2700 Rio Grande Blvd NW (City) Albuquerque, (State) NM (Zip Code) 87104 and whose telephone number is (505) 345-3541, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Remaining portion of Lot 3, Alvarado Gardens, Unit 1 recorded on 05/15/1932, Volume C02, Folio 010, in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"); and

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

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

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

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



THEREFORE, the City and the Developer agree:

1. A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached **Exhibit "A,"** which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by November 30, 2023 ("Sidewalk Construction Deadline").

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

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

Type of Financial Guaranty: Irrevocable Letter of Credit # 511435476  
Amount: \$ 5,070.13  
Name of Financial Institution or Surety providing Guaranty:  
New Mexico Bank and Trust  
Date City first able to call Guaranty (Construction Completion Deadline):  
November 30, 2023  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call  
Guaranty is: January 30, 2024  
Additional information: \_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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

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

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

or indirect costs and damages to the City exceed the amount of the Financial Guaranty, the Developer shall be liable to, and shall pay the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to the Financial Guaranty.

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

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

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

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

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

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

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

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

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

DEVELOPER: Cinnamon Morning Bed & Breakfast

CITY OF ALBUQUERQUE

By [Signature]: Sue Percilick

By: [Signature] (AD)

Name [Print]: Sue Percilick

Shahab Biazar, P.E., City Engineer

Title: Owner

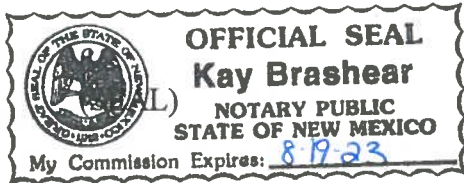
Dated: 12/2/19

Dated: 11-21-19

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 21 day of November, 2019, by  
[name of person:] Sue Percilick, [title or capacity, for instance, "President" or "Owner":]  
Owner of [Developer:] Cinnamon Morning Bed and Breakfast



[Signature]  
Notary Public

My Commission Expires: 8-19-23

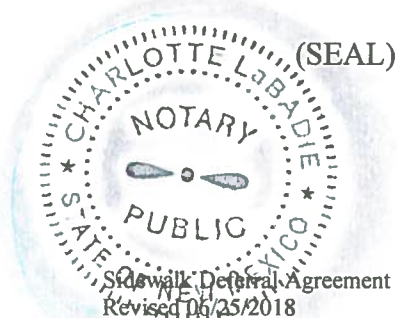
CITY'S NOTARY

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

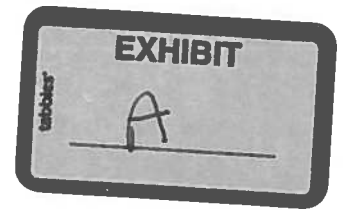
This instrument was acknowledged before me on 2nd day of December, 2019 by  
Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

[Signature]  
Notary Public

My Commission Expires: March 15, 2021



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



## OFFICIAL NOTIFICATION OF DECISION

April 19, 2019

Cinnamon Morning Development LLC  
2700 Rio Grande Blvd NW  
ABQ, NM 87104

**Project# PR-2019-002044**  
Application#  
**SD-2019-00034-** Preliminary Plat  
**SD-2019-00030-** Site Plan  
**SD-2019-00039-** Temp Deferral of Sidewalk  
**SD-2019-00040 –** Sidewalk Waiver

### LEGAL DESCRIPTION:

All or a portion of LOT 3 ALVARADO GARDENS ADDN UNIT 1, zoned R-A, located at 2700 RIO GRANDE BLVD NW, south of CAMPBELL RD NW and north of MATTHEW AVE NW containing approximately 2.5103 acre(s). (G-12 & G-13)

On April 17, 2019 the Development Review Board (DRB) held a public hearing concerning the above referenced application and approved the request based on the following Findings:

#### **SD-2019-00034- Preliminary Plat**

1. This is a Preliminary Plat to subdivide the existing 2.51 acre site into one single family tract with an existing house and associated structures as well as 8 single family lots and 2 open space tracts as part of a cluster development.
2. The plat is required to match the required DRB site plan. The Site plan was approved at the same DRB hearing (see below). The plat and the site plan do match.
3. The plat meets the requirement of the IDO and DPM, except as noted in the accompanying waivers.

#### **SD-2019-00030- Site Plan**

1. The site plan is required pursuant to 14-16-4-3(B)(2) Cluster Development.
2. Future development must be consistent with this site plan.
3. Pursuant to 6-6(G)(3) Review and Decision Criteria An application for a Site Plan –

Official Notice of Decision

Project # PR-2019-002044 SD-2019-00034- Preliminary Plat, SD-2019-00030- Site Plan, SD-2019-00039- Temp Deferral of Sidewalk, SD-2019-00040 – Sidewalk Waiver

April 19, 2019

Page 2 of 3

DRB shall be approved if it meets all of the following criteria:

- a. 6-6(G)(3)(a) The Site Plan complies with all applicable provisions of this IDO, the DPM, other adopted City regulations, and any conditions specifically applied to development of the property in a prior permit or approval affecting the property. The project meets the requirements for cluster developments, future development is allowed pursuant to this plan and the RA Rural and Agricultural zone, one house per lot.
- b. 6-6(G)(3)(b) The City's existing infrastructure and public improvements, including but not limited to its street, trail, drainage, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the extent practicable. The site has access to a full range of urban services including utilities, roads, and emergency services.
- c. 6-6(G)(3)(c) The Site Plan mitigates any significant adverse impacts on the surrounding area to the maximum extent practicable. The project adds to open space and landscaping visible from the public street (Rio Grande Blvd) and preserves open space in an area where that is desirable.

**SD-2019-00039- Temp Deferral of Sidewalk**

1. The sidewalk deferral will allow the construction of the sidewalks in front of each lot to be deferred until the homes are built.

**SD-2019-00040 – Sidewalk Waiver**

1. The request meets the requirements of 14-16-6-6(L)(3)(b) Variance to Sidewalk Requirements:
  - a. The subject site and surrounding lots are zoned RA, large lot single family, a low intensity land use. There are existing sidewalks along Rio Grande Boulevard, so the variance will not create a gap in the existing system, but will allow the proposed cluster development to develop without sidewalks. Sidewalk will be provided
  - b. Because the street is a low traffic street the street could be used for ADA access.
  - c. and d. Not applicable to the request.

**Conditions:**

1. This Site Plan is valid 5 years from DRB approval (4-17-2019). An extension may be requested prior to the expiration date.
2. The applicant will bring two paper copies to be signed off by Planning. Planning will keep one signed off copy. A pdf of the signed off set will be email to the PLNDRS.
3. The final plat must occur within one year of this approval.
4. All board comments must be addressed on the final plat.

Official Notice of Decision

Project # PR-2019-002044 SD-2019-00034- Preliminary Plat, SD-2019-00030- Site Plan, SD-2019-00039- Temp Deferral of Sidewalk, SD-2019-00040 – Sidewalk Waiver

April 19, 2019

Page 3 of 3

**APPEAL:** If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **MAY 2, 2019**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15<sup>th</sup> day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). A Non-Refundable filing fee will be calculated at the Land Development Coordination Counter and is required at the time the appeal is filed.

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

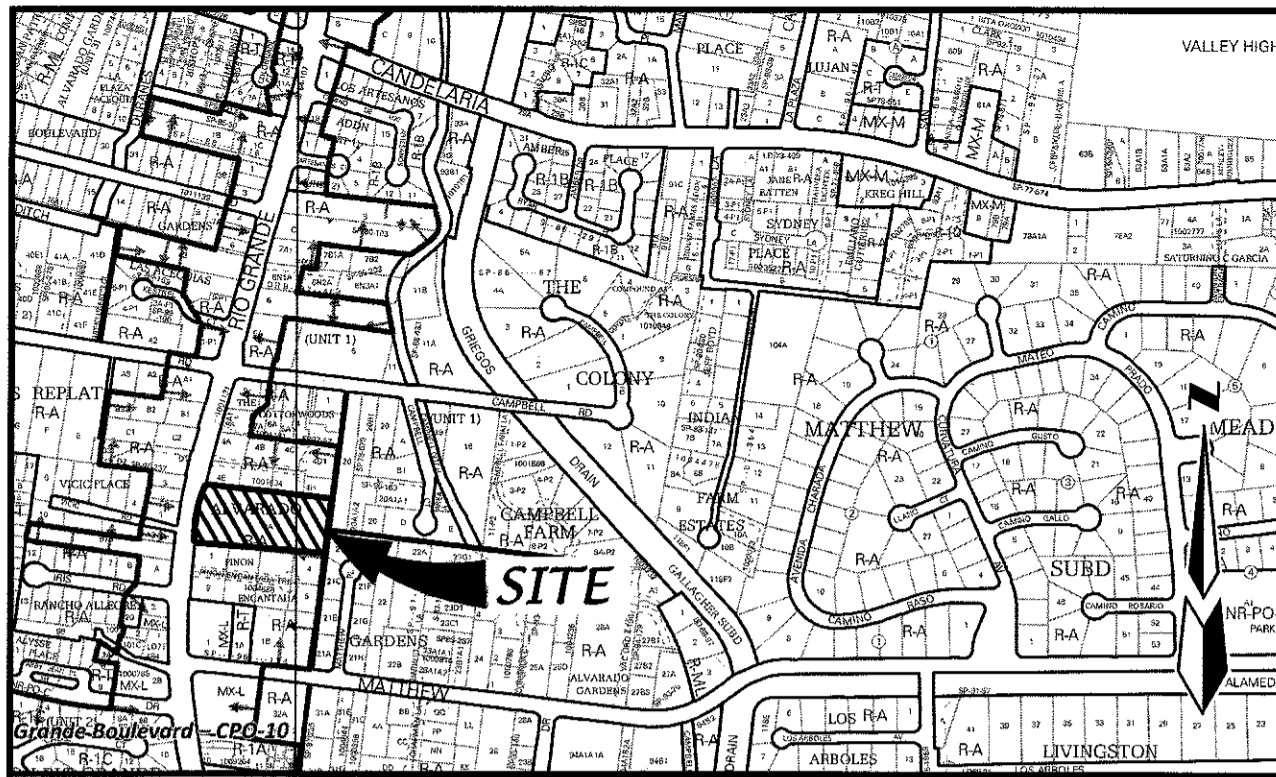
Sincerely,



Kym Dicome  
DRB Chair

KD/mg

Mark Goodwin and ASSC. PO BOX 90606 ABQ NM 87199



LOCATION MAP (NTS) ZONE ATLAS MAP: G-12-Z & G-13-Z

**SUBDIVISION DATA**

GROSS ACREAGE ..... 2.5103 AC  
 ZONE ATLAS NO. .... G-12-Z & G-13-Z  
 TOTAL NO. OF EXISTING LOTS ..... 1 LOTS  
 TOTAL NO. OF TRACTS CREATED ..... 3 TRACTS  
 TOTAL NO. OF LOTS CREATED ..... 8 LOTS  
 EXISTING ZONING ..... R-A  
 DATE OF SURVEY ..... MAY, 2018  
 AREA OF DEDICATED PUBLIC RIGHT-OF-WAY ..... 0.1766 AC  
 MILEAGE OF STREETS CREATED ..... 0.04 MILES

**PURPOSE OF PLAT**

- SUBDIVIDE REMAINING PORTION OF "LOT 3A, ALVARADO GARDENS UNIT 1" INTO 8 RESIDENTIAL LOTS, 2 OPEN SPACE TRACTS, AND 1 PRIVATE ROADWAY TRACT.
- GRANT NEW EASEMENTS AS SHOWN.
- CREATE OPEN SPACE AREA.
- TO DEDICATE PUBLIC RIGHT-OF-WAY AS SHOWN.

**FREE CONSENT AND DEDICATION**

The subdivision hereon described is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) thereof and said owner(s) and/or proprietor(s) do hereby dedicate all streets, public right-of-ways shown hereon to the city of Albuquerque in fee simple with warranty covenants and do hereby grant: all access, utility and drainage easements shown hereon including the right to construct, operate, inspect, and maintain facilities therein; and all public utility easements shown hereon for the common and joint use of gas, electrical power, water, sewer and communication services for buried distribution lines, conduits, and pipes for underground utilities where shown or indicated, and including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs and/or proprietor(s) do hereby consent to the elimination of lot lines as shown hereon. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that this subdivision is their free act and deed. Said owners(s) warrant that they hold among them complete and indefeasible title in fee simple to the land subdivided.

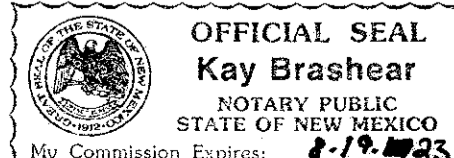
Owner: CINNAMON MORNING DEVELOPMENT, LLC.  
 By: SUE PERCLICK, MANAGING MEMBER  
*Sue Perclick* November 10, 2019  
 SUE PERCLICK Date

**OWNER'S ACKNOWLEDGEMENT**

STATE OF NEW MEXICO  
 COUNTY OF BERNALILLO SS

This instrument was acknowledged before me on 11-20-19  
 By CINNAMON MORNING DEVELOPMENT, LLC., by SUE PERCLICK,  
 MANAGING MEMBER.

*Kay Brashear* 8-19-2023  
 NOTARY PUBLIC MY COMMISSION EXPIRES



**LEGAL DESCRIPTION**

A tract of land situate within the Town of Albuquerque Grant, projected Section 1, Township 10 North, Range 2 East, New Mexico Principal Meridian and projected Section 6, Township 10 North, Range 3 East, New Mexico Principal Meridian, within M.R.G.C.D. Map No. 34, City of Albuquerque, Bernalillo County, New Mexico, being the REMAINING PORTION OF LOT 3, ALVARADO GARDENS, UNIT NO. 1, as the same is shown and designated on said plat, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on May 15, 1932, in Volume C02, Folio 010, and containing 2.5103 acres more or less.

**SOLAR NOTE**

No property within the area of requested final action shall at any time be subject to a deed restriction, covenant or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of this plat.

**DISCLAIMER**

In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest Corporation dba CenturyLink QC did not conduct a title search of the properties shown hereon. Consequently, PNM, NMGC and CenturyLink 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.

**NOTES**

- Bearings are grid based on the New Mexico State Plane Coordinate System (Central Zone).
- Distances are ground distances.
- Bearings and distances in parenthesis are record.
- Basis of boundary are the following plats of record entitled:  
 "ALVARADO GARDENS, UNIT NO. 1", (05-15-1932, C02-010)  
 "RIO GRANDE BLVD NW RIGHT OF WAY MAP", (07-09-1956, D02-025)  
 "TRACT 21, IN UNIT ONE, ALVARADO GARDENS ", (01-03-1962, C05-096)  
 "LOTS 4-A THRU 4-H, ALVARADO GARDENS, UNIT 1", (04-09-2003, 2003C-095)  
 "PINON ENCANTADA SUBDIVISION", (12-13-2006, 2006C-380)  
 "LOTS 4-C-1 & 4-D-1, ALVARADO GARDENS, UNIT 1", (05-15-2007, 2007C-122)  
 "LOTS 23-A-1-A-1, 23-A-1-A-2 AND 23-B-1-A-1, ALVARADO GARDENS, UNIT 1", (06-19-2014, 2014C-057)  
 "WARRANTY DEED - LEWIS TO COA", (12-30-1956, D370-047)  
 "WARRANTY DEED - MASTERSON TO COA", (02-25-1957, D378-357)  
 "QUITCLAIM DEED - LUTTRELL TO COA", (02-28-1957, D378-358)  
 "WARRANTY DEED - MONTOYA TO MONTOYA", (04-06-2001, 2001039008)  
 all being records of Bernalillo County, New Mexico.
- Field Survey performed in May, 2018.
- City of Albuquerque, New Mexico IDO Zone: R-A
- 100 Year Flood Zone Designation: Zone X (areas protected by levees), as shown on Panel 331 of 825, Flood Insurance Rate Map, City of Albuquerque, Bernalillo County, New Mexico, dated August 16, 2012. This property does not lie in the 100 Year Flood Zone.
- Title Report: None provided
- All street centerline monumentation shall be installed at all centerline pc's, pt's, angle points, and street intersections and shown thus, ▲ will be marked by a four inch (4") aluminum cap stamped:  
 "CITY OF ALBUQUERQUE CENTERLINE MONUMENTATION"  
 "DO NOT DISTURB"  
 N.M.P.S.#7719
- Manholes will be offset at all points of curvature, points of tangency, street intersections, and at other angle points to allow use of centerline monumentation.
- Address: 2700 & 2714 Rio Grande Boulevard NW, Albuquerque, NM 87104

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT APPROVAL**

APPROVED on the condition that all rights of the Middle Rio Grande Conservancy District in easements, rights of way, assessments and liens, are fully reserved to said District, and that if provision for irrigation source and easements are not provided for by the subdivider for the subdivision, addition, or plat, said District is absolved of all obligations to furnish irrigation waters and services to any portions, other than from existing turnouts.

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

**PLAT FOR CINNAMON MORNING CLUSTER DEVELOPMENT WITHIN THE TOWN OF ALBUQUERQUE GRANT PROJECTED SECTION 1, TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M. AND PROJECTED SECTION 6, TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M. M.R.G.C.D. MAP No. 34 CITY OF ALBUQUERQUE BERNALILLO COUNTY, NEW MEXICO JANUARY, 2019**

PROJECT NUMBER: PR-2019-002044  
 CASE NUMBER: SD-2019-00034

**PLAT APPROVAL**

Utility Approvals:

Public Service Company of New Mexico	Date
New Mexico Gas Company	Date
Qwest Corporation dba CenturyLink QC	Date
Comcast	Date
City Approvals: <i>Jason N. Risenhoover P.S.</i> 11/26/19	Date
City Surveyor	Date
Real Property Division	Date
Traffic Engineering, Transportation Division	Date
Albuquerque-Bernalillo County Water Utility Authority	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineer	Date
Code Enforcement	Date
DRB Chairperson, Planning Department	Date

**SURVEYOR'S CERTIFICATION:**

"I, Timothy Aldrich, a duly qualified 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, utility companies and other parties expressing an interest and meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and further meets the Minimum Standards for Land Surveying in the State of New Mexico, and is true and correct to the best of my knowledge and belief."

*Timothy Aldrich* 11/19/2019  
 Timothy Aldrich, P.S. No. 7719 Date



P.O. BOX 30701, ALBQ., N.M. 87190  
 505-884-1990

A16051_FINAL-PLAT.dwg	Drawn: DER	Checked: TA	Sheet 1 of 3
Scale: AS SHOWN	Date: 11/19/2019	Job: A16051	

PUBLIC UTILITY EASEMENTS (PUE) 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 installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and 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 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.  
**Comcast D/B/A Xfinity** for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

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), New Mexico Gas Company (NMGC) and Qwest Corporation D/B/A CenturyLink QC did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

**PLAT FOR CINNAMON MORNING CLUSTER DEVELOPMENT WITHIN THE TOWN OF ALBUQUERQUE GRANT PROJECTED SECTION 1, TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M. AND PROJECTED SECTION 6, TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M. M.R.G.C.D. MAP No. 34 CITY OF ALBUQUERQUE BERNALILLO COUNTY, NEW MEXICO NOVEMBER, 2019**

LOS AMIGOS DRIVE AS SHOWN HEREON IS DEDICATED IN FEE SIMPLE WITH WARRANTY COVENANTS AS PUBLIC RIGHT-OF-WAY

AGRS MONUMENT "6-G13AR 1980/1997" N=1500719.134 (U.S. SURVEY FEET) E=1515743.949 (U.S. SURVEY FEET) G-G=0.999684045 Δα=-00°14'23.60" CENTRAL ZONE (NAD83)

**EASEMENTS**

- ① EXISTING 10' PUE (12-13-2006, 2006C-380)
- ② EXISTING 5' PUE (04-09-2003, 2003C-095)
- ③ EXISTING 5' PUE (01-03-1962, C05-096)
- ④ EXISTING ENCROACHMENT AGREEMENT EASEMENT

**BENCHMARK**  
 AGRS Brass Cap stamped "3-G12" (NAVD88) = 4965.946

**▲ C.O.A. CENTERLINE MONUMENT**

**NOTE:**

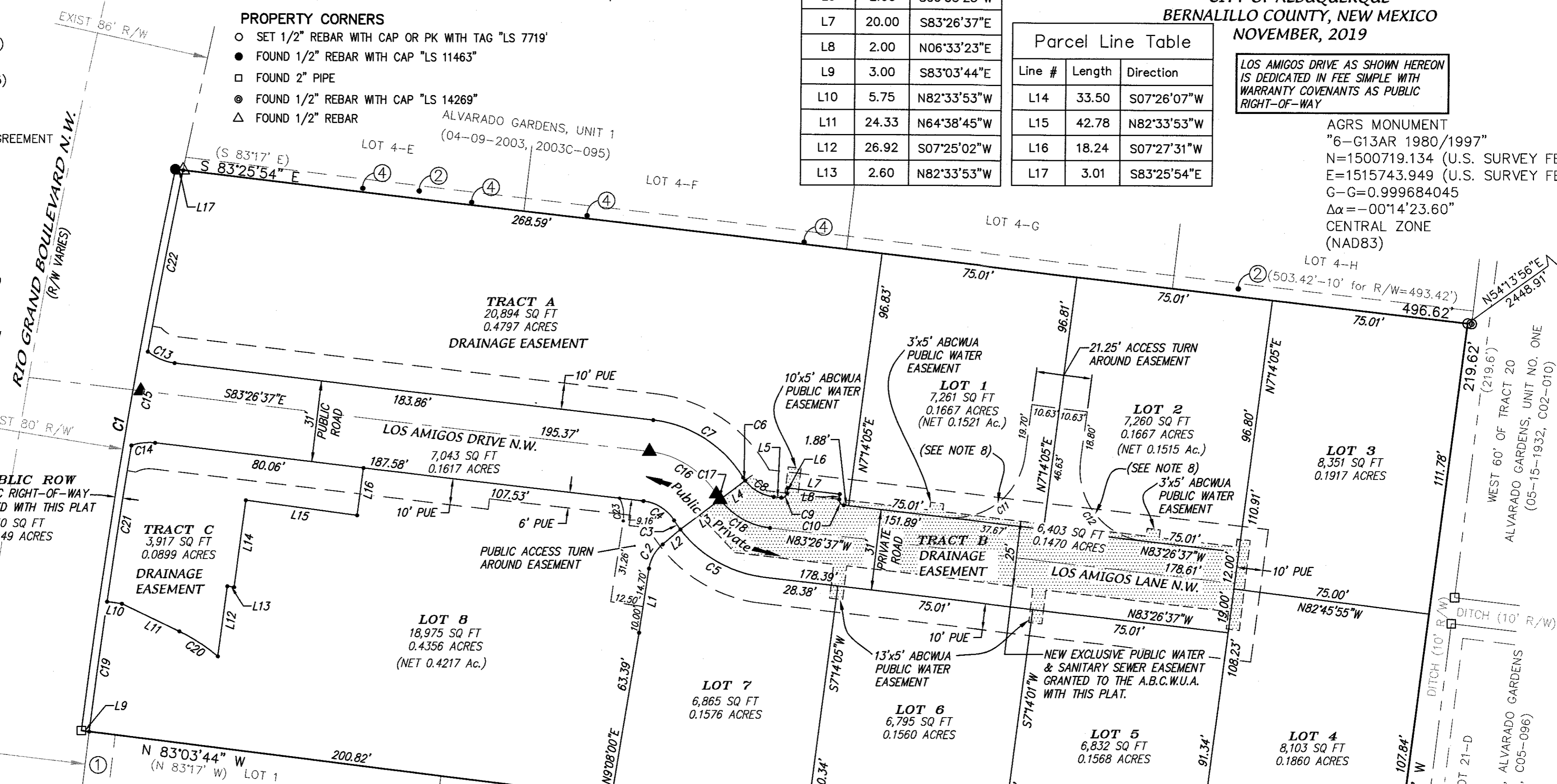
CENTERLINE (IN LIEU OF R/W) MONUMENTATION IS TO BE INSTALLED AT ALL CENTERLINE PC'S, PT'S, ANGLE POINTS AND STREET INTERSECTIONS AS SHOWN HEREON, AND WILL CONSIST OF A FOUR INCH (4") ALUMINUM ALLOY CAP STAMPED "CITY OF ALBUQUERQUE", "CENTERLINE MONUMENT", "DO NOT DISTURB", "P.S. No. 7719".

**PROPERTY CORNERS**

- SET 1/2" REBAR WITH CAP OR PK WITH TAG "LS 7719"
- FOUND 1/2" REBAR WITH CAP "LS 11463"
- FOUND 2" PIPE
- ⊙ FOUND 1/2" REBAR WITH CAP "LS 14269"
- △ FOUND 1/2" REBAR

Line #	Length	Direction
L1	24.70	S08°28'53"W
L2	8.84	S49°55'59"W
L3	19.00	N52°37'53"E
L4	12.00	S52°37'53"W
L5	2.87	S83°26'37"E
L6	2.00	S06°33'23"W
L7	20.00	S83°26'37"E
L8	2.00	N06°33'23"E
L9	3.00	S83°03'44"E
L10	5.75	N82°33'53"W
L11	24.33	N64°38'45"W
L12	26.92	S07°25'02"W
L13	2.60	N82°33'53"W

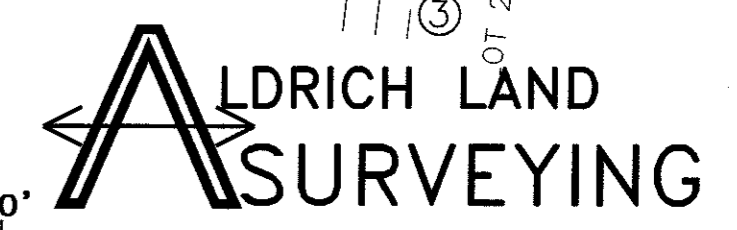
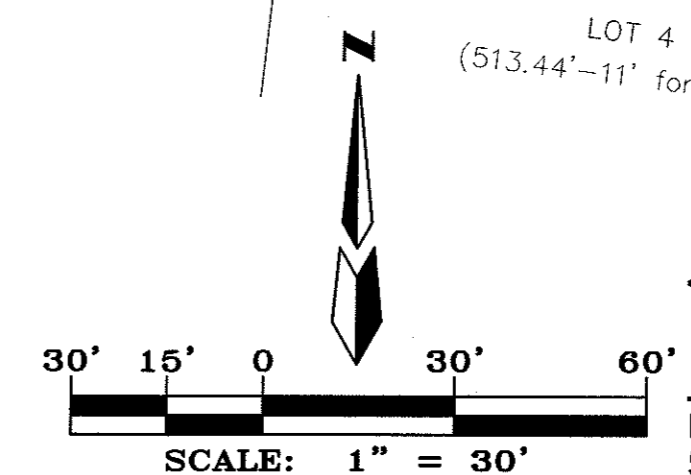
Line #	Length	Direction
L14	33.50	S07°26'07"W
L15	42.78	N82°33'53"W
L16	18.24	S07°27'31"W
L17	3.01	S83°25'54"E



Curve Table						Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	216.63	2824.79	4.39	N9°08'58"E	216.58	C13	11.24	20.00	32.20	N67°20'41"W	11.09
C2	10.85	15.00	41.45	S29°12'26"W	10.62	C14	9.15	20.00	26.20	N83°27'25"E	9.07
C3	4.31	47.00	5.25	S34°44'36"E	4.31	C15	36.18	2821.79	0.73	N9°33'21"E	36.18
C4	14.33	16.00	51.33	S57°46'51"E	13.86	C16	31.35	35.00	51.33	S57°46'51"E	30.32
C5	37.80	47.00	46.07	S60°24'22"E	36.79	C17	2.57	28.00	5.25	S34°44'36"E	2.57
C6	1.47	16.00	5.25	N34°44'36"W	1.47	C18	22.52	28.00	46.07	N60°24'22"W	21.91
C7	42.10	47.00	51.33	S57°46'51"E	40.71	C19	49.78	2821.79	1.01	N7°27'28"E	49.78
C8	12.87	16.00	46.07	N60°24'22"W	12.52	C20	17.48	67.03	14.94	N57°20'15"W	17.43
C9	3.14	2.00	90.00	N51°33'23"E	2.83	C21	60.34	2821.79	1.23	N8°34'33"E	60.34
C10	3.14	2.00	90.00	S38°26'37"E	2.83	C22	70.35	2821.79	1.43	S10°38'14"W	70.35
C11	42.67	27.37	89.32	S51°53'07"W	38.48	C23	8.96	14.50	35.41	N91°32'26"W	8.82
C12	43.32	27.37	90.68	N38°06'16"W	38.94						

**PRIVATE CLUSTER DEVELOPMENT AREA NOTES:**

- THE CLUSTER DEVELOPMENT CONSISTS OF LOTS 1 THROUGH 7, TRACT A, B AND C AND ARE SUBJECT TO THE CINNAMON MORNING "PRIVATE" CLUSTER DEVELOPMENT RESTRICTIONS RECORDED CONTEMPORANEOUSLY WITH THIS PLAT.
- TRACTS A AND C OPEN SPACE AREAS SHALL BE DEVELOPED AS SHOWN ON THE APPROVED SITE DEVELOPMENT AND LANDSCAPE PLAN.
- TRACT A, B AND C SHALL BE DEEDED TO THE HOME OWNERS ASSOCIATION (H.O.A.) AND SHALL BE ENCUMBERED WITH A BLANKET DRAINAGE EASEMENT FOR THE BENEFIT OF THE CLUSTER DEVELOPMENT RESIDENTS.
- THE GENERAL USE FOR RECREATIONAL PURPOSES AND ACCESS TO TRACTS A AND C MAY BE RESTRICTED TO THE RESIDENCES OF THE CLUSTER DEVELOPMENT AND MAY BE FENCED SO LONG AS THE PUBLIC VIEW IS NOT SIGNIFICANTLY DIMINISHED.
- THE H.O.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRACTS A, B AND C.
- WITH THIS PLAT, A PUBLIC WATER AND SANITARY SEWER EASEMENT ARE GRANTED TO THE WATER AUTHORITY ON TRACT B.
- A PUBLIC EMERGENCY ACCESS EASEMENT IS GRANTED TO THE CITY OF ALBUQUERQUE ON TRACT B. TRACT B IS A PRIVATE ACCESS EASEMENT.
- FOR FIRE DEPARTMENT PURPOSES, THE MINIMUM F-F CURB RETURN RADIUS ON THE TURN AROUND ACCESS EASEMENT SHALL BE 28 FEET.



P.O. BOX 30701, ALBQ., N.M. 87190  
 505-884-1990

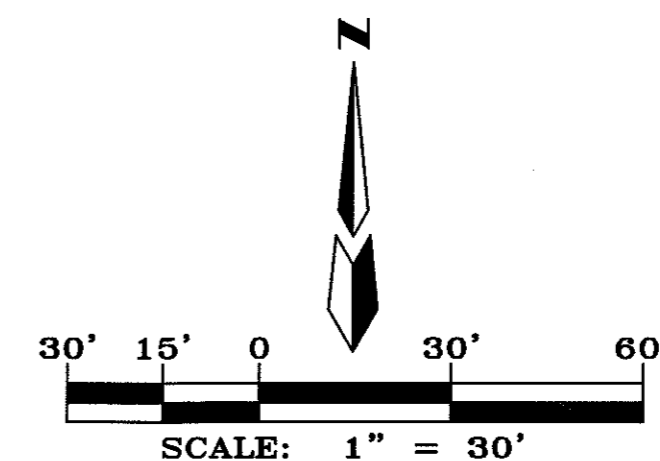


**PLAT**  
**FOR**  
**CINNAMON MORNING CLUSTER DEVELOPMENT**  
 WITHIN  
 THE TOWN OF ALBUQUERQUE GRANT  
 PROJECTED SECTION 1, TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M.  
 AND PROJECTED SECTION 6, TOWNSHIP 10 NORTH, RANGE 3 EAST,  
 N.M.P.M.  
 M.R.G.C.D. MAP No. 34  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 NOVEMBER, 2019

**DRAINAGE EASEMENT LANGUAGE FOR SUBDIVISION PLAT**

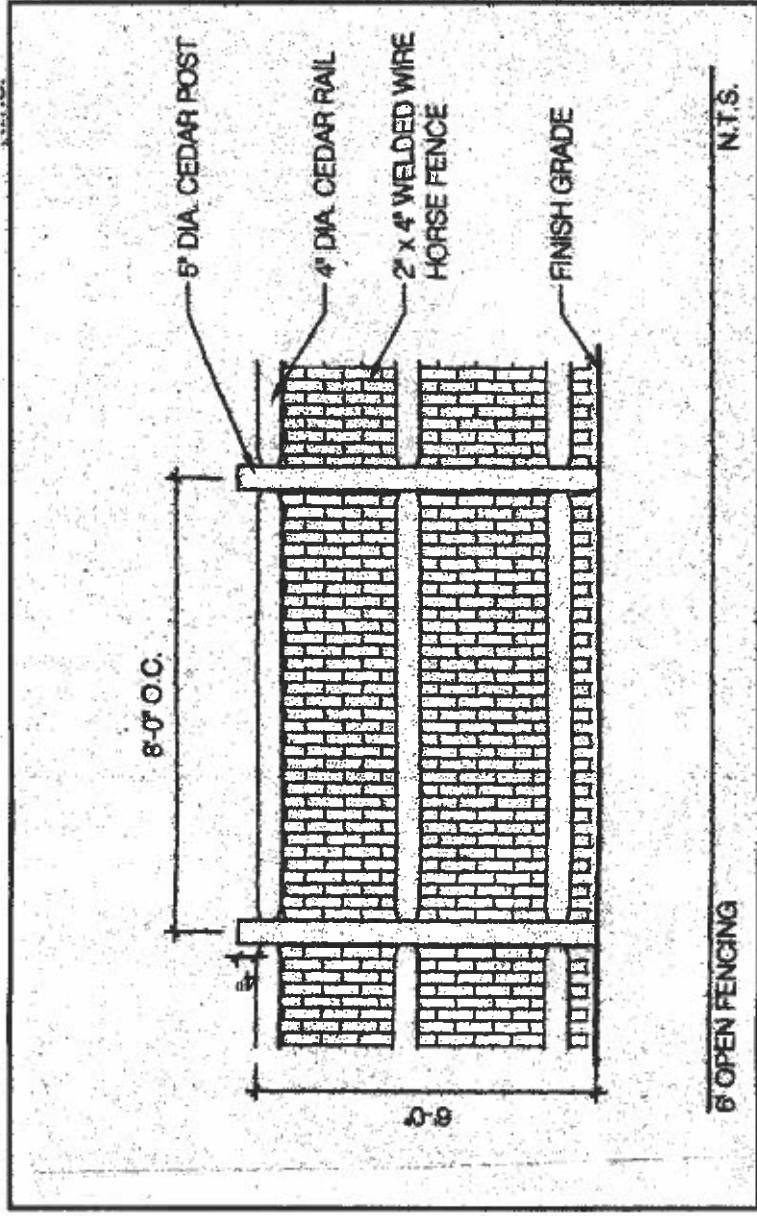
Areas designated on the accompanying plat as "drainage easements" (Tracts A, B and C) are hereby dedicated by the owner as a perpetual easement for the common use and benefit of the various lots within the subdivisions for the purpose of permitting the conveyance of storm water runoff and the constructing and maintaining of drainage facilities in accordance with standards prescribed by the City of Albuquerque. Grantor shall construct drainage facilities in the easement in accordance with standards prescribed by the City and plans and specifications approved by the City Engineer in accordance with the Drainage Report with engineer's stamp date 3/19/19 and the Grading and Drainage Plan with engineer's stamp date 4/5/19 which report and plans are on file in the office of the City Engineer File # G12D024. No fence, wall, planting, building or other obstruction may be placed or maintained in easement area without approval of the City Engineer of the City of Albuquerque. There also shall be no alteration of the grades or contours in said easement area without the approval of the City Engineer. It shall be the duty of the lot owners of this subdivision to maintain said drainage easement and facilities at their cost in accordance with standards prescribed by the City of Albuquerque. The City shall have the right to enter periodically to inspect the facilities. In the event said lot owners fail to adequately and properly maintain drainage easement and facilities, at any time following fifteen (15) days written notice to said lot owners, the City may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by applicable lot owners proportionately on the basis of lot ownership. In the event lot owners fail to pay the cost of maintenance within thirty (30) days after demand for payment made by the City, the City may file a lien against all lots in the subdivision for which proportionate payment has not been made. The obligations imposed herein shall be binding upon the owner, his heirs, and assigns and shall run with all lots within this subdivision.

The Grantor agrees to defend, indemnify, and hold harmless, the City, its officials, agents and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage facility provided for herein or the Grantor's failure to construct, maintain, or modify said drainage facility.

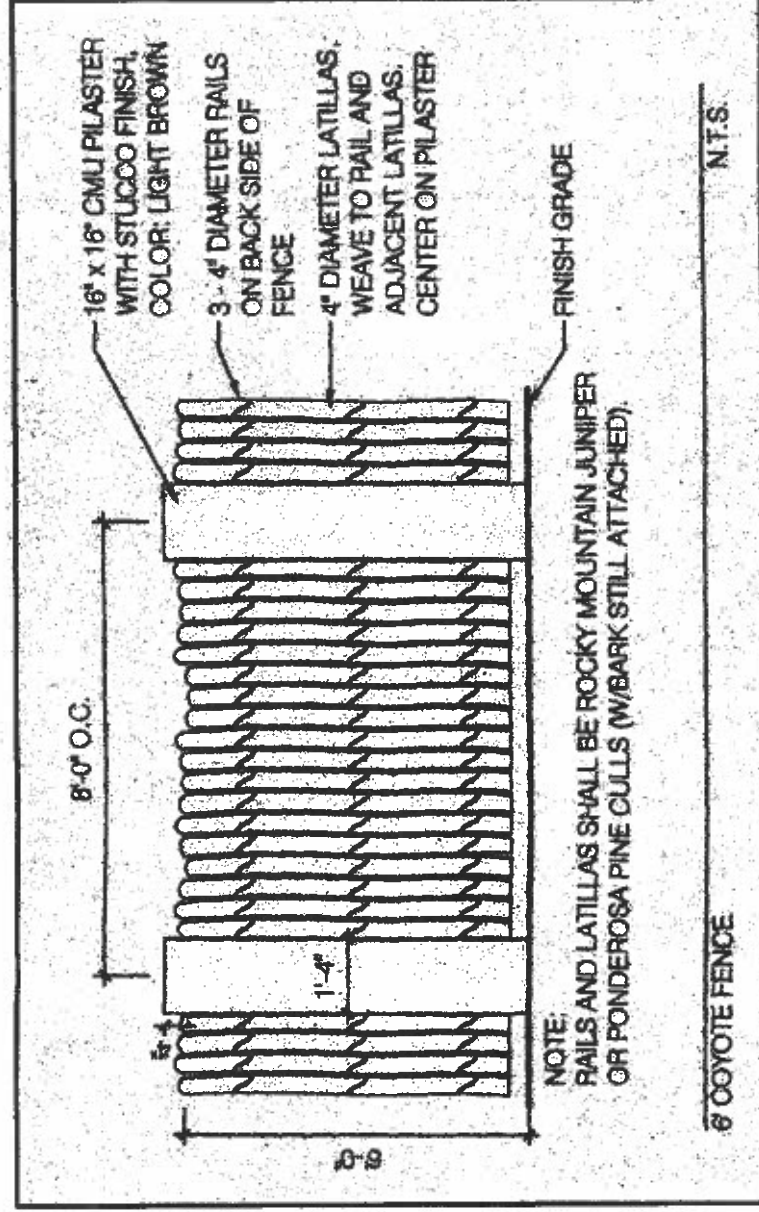


**ALDRICH LAND**  
**SURVEYING**  
 P.O. BOX 30701, ALBQ., N.M. 87190  
 505-884-1990

A16051_FINAL-PLAT.dwg	Drawn: DER	Checked: TA	Sheet 3 of 3
Scale: AS SHOWN	Date: 11/19/2019	Job: A16051	



## DESIGN ELEVATION & CROSS SECTION OF PERIMETER WALL



**From:** [Thompson, Sophia S.](#)  
**To:** [Kay Brashear](#); [Planning Plat Approval](#)  
**Cc:** [Dwayne Reynolds](#); [Tim Aldrich](#); [Wolfley, Jolene](#); [Gould, Maggie S.](#)  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map  
**Date:** Tuesday, November 26, 2019 8:41:45 AM  
**Attachments:** [image001.jpg](#)

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Hi Ms. Brashear,

Your DXF for Cinnamon Morning Cluster Development, PR-2019-002044 has been approved. This email will notify the DRB.

Have a nice day and a Happy Thanksgiving 😊

Sophia



## SOPHIA THOMPSON

gis specialist

o 505.924.3803

e [ssthompson@cabq.gov](mailto:ssthompson@cabq.gov)

[cabq.gov/planning](http://cabq.gov/planning)

---

**From:** Kay Brashear [<mailto:kay@goodwinengineers.com>]  
**Sent:** Friday, November 22, 2019 9:30 AM  
**To:** Thompson, Sophia S.  
**Cc:** Dwayne Reynolds  
**Subject:** FW: Cinnamon Morning Final Plat & Zoning Atlas Map

Good Morning, Sophia,

Will this be acceptable? Please let me know if you need anything further!

*Thanks,*

*Kay Brashear*

*Mark Goodwin & Associates, PA  
Office Manager  
PO BOX 90606  
Albuquerque, NM 87199  
(505) 828-2200*

---

**From:** Dwayne Reynolds <[dwayne@goodwinengineers.com](mailto:dwayne@goodwinengineers.com)>  
**Sent:** Thursday, November 21, 2019 7:07 PM  
**To:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map

---

**From:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Sent:** Thursday, November 21, 2019 11:02 AM  
**To:** Dwayne Reynolds <[dwayne@goodwinengineers.com](mailto:dwayne@goodwinengineers.com)>  
**Subject:** FW: Cinnamon Morning Final Plat & Zoning Atlas Map

FYI

*Thanks,*

*Kay Brashear*

*Mark Goodwin & Associates, PA  
Office Manager  
PO BOX 90606  
Albuquerque, NM 87199  
(505) 828-2200*

---

**From:** Thompson, Sophia S. <[sssthompson@cabq.gov](mailto:sssthompson@cabq.gov)>  
**Sent:** Thursday, November 21, 2019 10:55 AM  
**To:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map

It needs to be .dxf. I think something errored in the saving process because the dxf you sent has nothing in it- no attributes. I have seen this before, it seems like it is related to accidentally not selecting the features when creating the dxf. I believe your drafter just needs to reopen the file and save it making sure that the features are selected? Not totally sure as I am not 100% familiar with the software you are using and it has been awhile since I have worked in CAD.

Sophia

---

**From:** Kay Brashear [<mailto:kay@goodwinengineers.com>]  
**Sent:** Thursday, November 21, 2019 10:52 AM  
**To:** Thompson, Sophia S.  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map

Uh-oh, I will have my drafter fix that. Is there a specific version you would like it saved in?

*Thanks,*

*Kay Brashear*

*Mark Goodwin & Associates, PA  
Office Manager  
PO BOX 90606  
Albuquerque, NM 87199  
(505) 828-2200*

---

**From:** Thompson, Sophia S. <[sssthompson@cabq.gov](mailto:sssthompson@cabq.gov)>  
**Sent:** Thursday, November 21, 2019 10:50 AM

**To:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map

Hello again,  
It looks like the dxf you sent was empty...can you please try to resave it and then resend it?  
Thank you!  
Sophia

---

**From:** Kay Brashear [<mailto:kay@goodwinengineers.com>]  
**Sent:** Wednesday, November 20, 2019 2:26 PM  
**To:** Planning Plat Approval  
**Cc:** Laverne Lucero; Dwayne Reynolds  
**Subject:** FW: Cinnamon Morning Final Plat & Zoning Atlas Map

DXF file not-rotated and not-Scaled. Tied to New Mexico state plane coordinates grid system NAD 83, Central Zone.

For your approval

*Thanks,*

*Kay Brashear*

*Mark Goodwin & Associates, PA  
Office Manager  
PO BOX 90606  
Albuquerque, NM 87199  
(505) 828-2200*

---

**From:** Laverne Lucero <[laverne@goodwinengineers.com](mailto:laverne@goodwinengineers.com)>  
**Sent:** Wednesday, November 20, 2019 2:22 PM  
**To:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Subject:** FW: Cinnamon Morning Final Plat & Zoning Atlas Map

Hi Kay, Here is the DXF File from Dwayne regarding Cinnamon Morning. I'm unable to open it on my computer..?  
Might you be able to open it on your computer?  
Thank you,

---

**From:** Dwayne Reynolds <[dwayne@goodwinengineers.com](mailto:dwayne@goodwinengineers.com)>  
**Sent:** Wednesday, November 20, 2019 2:18 PM  
**To:** Laverne Lucero <[laverne@goodwinengineers.com](mailto:laverne@goodwinengineers.com)>  
**Subject:** RE: Cinnamon Morning Final Plat & Zoning Atlas Map

Hi Laverne,  
Here is the DXF file that you requested yesterday. I had completely forgot about it, so I apologize for the hold up! I didn't know where to send it, so I just forwarded it back to you.

Let me know if you need anything else. Thank you!

**Dwayne Reynolds**  
**Civil Engineer & Design Technician**  
**Mark Goodwin & Associates, P.A.**  
**9016 Washington N.E. 87113**  
**Phone: 505-828-2200**

---

**From:** Laverne Lucero <[laverne@goodwinengineers.com](mailto:laverne@goodwinengineers.com)>  
**Sent:** Tuesday, November 19, 2019 3:25 PM  
**To:** Dwayne Reynolds <[dwayne@goodwinengineers.com](mailto:dwayne@goodwinengineers.com)>  
**Cc:** Kay Brashear <[kay@goodwinengineers.com](mailto:kay@goodwinengineers.com)>  
**Subject:** Cinnamon Morning Final Plat & Zoning Atlas Map

Hi Dwayne,  
Please find the attached files regarding Cinnamon Morning so that you can obtain a DXF file.  
Thank you for your help!

*Laverne Lucero*  
*Administrative Assistant*  
*Mark Goodwin & Associates, P.A.*  
*9016 Washington NE 87113*  
*Phone: 505-828-2200*

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This message has been analyzed by Deep Discovery Email Inspector.

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