



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

Plaza del Sol Hearing Room, Basement, Plaza del Sol Building

January 14, 2004

MEMBERS:

Sheran Matson, AICP, DRB Chair
Claire Senova, Administrative Assistant

Wilfred Gallegos, Transportation Development
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development
Christina Sandoval, Parks & Recreation

NOTE: UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

NOTE: INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946. HEARING IMPAIRED USERS MAY CONTACT HER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE: 1-800-659-8331.

NOTE: REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE ADMINISTRATIVE ASSISTANT MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON.

- A. Call to Order 9:00 A.M.
- B. Changes and/or Additions to the Agenda
- C. New or Old Business

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. **Project # 1000060**
03DRB-02115 Major-Two Year SIA

MODRALL SPERLING agent(s) for SANDIA FOUNDATION request(s) the above action(s) for all or a portion of Tract(s) C & D1B, GATEWAY SUBDIVISION, zoned SU-2 / C-3, located on LOMAS NE, between WOODWARD NE and I-25 (J-15)
THE TWO-YEAR EXTENSION OF THE SIA WAS APPROVED.

2. **Project # 1000922**
03DRB-01953 Major-Preliminary Plat Approval
03-DRB-01954 Minor-Temp Defer SDWK

WILSON & COMPANY agent(s) for LEGACY SUSTAINABLE DEVELOPMENT request(s) the above action(s) for, LA CUENTISTA SUBDIVISION, zoned, R-1, located on KIMMICK DRIVE NW, between URRACA STREET NW and CAMINO DE PAZ containing approximately 50 acre(s). [REF: 1000922, DRB-97-98, V-97-116, 02DRB-01783, 03DRB-01725] (C-10)
WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 1-14-04 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 12-29-03 THE PRELIMINARY PLAT WAS APPROVED. TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE. CONDITIONS OF FINAL PLAT: (1) FINALIZATION OF STREET MAINTENANCE CONTRIBUTION AND OFF SITE TRANSPORTATION MITIGATION. (2) KIMMICK EASEMENTS TO BE FINALIZED AND RECORDED PRIOR TO FINAL PLAT. (3) ORIENTATION OF LOTS 1 AND 2, BLOCK 7, TO BE CORRECTED PER TRAFFIC DISTRIBUTION MAP.

3. **Project # 1001396**
03DRB-02116 Major-Two Year SIA

MARK GOODWIN & ASSOCIATES agent(s) for VISTA DEL NORTE DEVELOPMENT, LLC request(s) the above action(s) for all or a portion of Lot(s) 1A-3A, ALTA TIERRA DEL NORTE, UNIT 1, zoned R-1 residential zone, located on CALLE MONTANA NE, between VISTA DEL NORTE DRIVE NE and CALLE FUERTE NE containing approximately 1 acre(s). [REF: 02DRB-00682, 02DRB-01871, 01DRB-01645, 03DRB-00428, 03DRB-00525] (D-16)
THE TWO-YEAR EXTENSION OF THE SIA WAS APPROVED.

4. Item 4 was moved to 9B.

5. **Project # 1001901**
03DRB-02097 Major-Vacation of Public Easements
03DRB-02098 Minor-Vacation of Private Easements
03DRB-02174 Minor-Prelim&Final Plat Approval

ABQ ENGINEERING agent(s) for INFILL SOLUTIONS request(s) the above action(s) for all or a portion of Lot(s) 1, 2 & 3 VACATION PUBLIC EASEMENTS, VERANDA STREET PROPERTIES, zoned R-LT residential zone, located on VERANDA ST NW, between CANDELARIA NW and DURANES LATERAL containing approximately 1 acre(s). [REF: 02DRB-00618, 02DRB-00696, 03DRB-01700, V-97-72] (G-12)
THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 1-14-04 AND THE GRADING PLAN ENGINEER STAMP DATED 12-24-03 THE PRELIMINARY PLAT WAS APPROVED. THE FINAL PLAT WAS INDEFINITELY DEFERRED.

6. **Project # 1002051**
03DRB-02008 Major-Preliminary Plat
03DRB-02009 Major-Vacation of
Public Easements
03DRB-02011 Minor-Temp Defer
SDWK
03DRB-02010 Minor-Vacation of
Private Easements

TIERRA WEST LLC agent(s) for GELTMORE LAND LTD CO request(s) the above action(s) for all or a portion of Tract(s) A, CHAMISA RIDGE UNIT 1, zoned R-LT, located on PARADISE BLVD NW, between BIG SAGE DRIVE NW and CONEFLOWER DRIVE NW containing approximately 18 acre(s). [REF: 02DRB-00963] (B-10)
DEFERRED AT THE AGENT'S REQUEST TO 1-28-04.

7. **Project # 1003141**
03DRB-02112 Major-Vacation of
Public Right-of-Way

MARK GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)
THE VACATION OF PUBLIC RIGHT-OF-WAY WAS DENIED. THE OWNER OF A PORTION OF THE FRONT FOOTAGE OF LAND ABUTTING THE PROPOSED VACATION OBJECTED TO THE VACATION. THEREFORE, THERE WAS CONVINCING EVIDENCE THAT A SUBSTANTIAL PROPERTY RIGHT WOULD BE ABRIDGED AGAINST THE WILL OF THE OWNER OF THAT RIGHT ACCORDING TO THE SUBDIVISION ORDINANCE.

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND
MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

**NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED,
THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.**

8. **Project # 1003173**
04DRB-00005 Minor-Site Dev Plan
BldPermit
- INSITEWORKS request(s) the above action(s) for all or a portion of Lot(s) 31-32, Block(s) 5, NORTH ALBUQUERQUE ACRES, zoned IP, located on SAN DIEGO AVE NE, between SAN MATEO NE and I-25 NE containing approximately 2 acre(s). (B-18)
DEFERRED AT THE AGENT'S REQUEST TO 1-28-04.

MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS

9. **Project # 1001796**
03DRB-02078 Minor-Prelim&Final Plat
Approval
- SAMUEL C DE BACA request(s) the above action(s) for all or a portion of Lot(s) 1, STOUT SUBDIVISION, zoned SU-1 for O-1 Permissive Uses, located on COORS BLVD NW, between EAGLE RANCE ROAD NW and PASEO DEL NORTE NW containing approximately 18 acre(s). [REF: 03DRB-00916, Z-98-17, Z-84-122, S-98-25] (C-13)
DEFERRED AT THE AGENT'S REQUEST TO 1-21-04.
- 9B. **Project # 1002335**
04DRB-00006 Minor-Final Plat
Approval
- ADIL RIZVI agent for ESMAIL HAIDARI request(s) the above action(s) for all or a portion of Lot(s) 17-18, Block(s) 5, Tract(s) A NAA, TR 2 UNIT 3, TREVISO, NORTH ALBUQUERQUE ACRES, zoned R-D 7 DU/A, located on WILSHIRE AVE NE, between WYOMING BLVD NE and LOUISIANA BLVD NE containing approximately 3 acre(s). [REF: 1002335, 03DRB-02023, 02DRB-01698, 02DRB-01699, 02DRB-01703, 02DRB-01704] (C-19)
THE FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.

10. **Project # 1002384**
04DRB-00003 Minor-Final Plat
Approval

BOHANNAN HUSTON INC agent(s) for DR HORTON HOMES request(s) the above action(s) for all or a portion of Tract(s) 1, COORS VILLAGE, zoned SU-3, located on WESTERN TRAIL NW, between ATRISCO BLVD NW and MILNE ROAD NW containing approximately 17 acre(s). [REF: 1002384, 02DRB-01879] (F-11)

THE FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.

11. **Project # 1002992**
03DRB-02138 Minor-Prelim&Final Plat
Approval

WAYJOHN SURVEYING INC. agent(s) for WEST EIGHT LTD. request(s) the above action(s) for all or a portion of Lot(s) 1-3, Block(s) 5, ORIGINAL TOWNSITE OF WESTLAND, zoned C-2 community commercial zone, located on 86th ST SW, between BRIDGE BLVD SW and CENTRAL AVE SW containing approximately 2 acre(s). [REF: 03DRB-01623] (K-09)

WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 1-14-04 THE PRELIMINARY PLAT WAS APPROVED. THE FINAL PLAT WAS INDEFINITELY DEFERRED.

12. **Project # 1002231 (1001087)**
04DRB-00004 Minor-Prelim&Final Plat
Approval

HALE & SUN CONSTRUCTION INC request(s) the above action(s) for all or a portion of Lot(s) 3-4, MAJOR ACRES SUBDIVISION, zoned SU-2, R-T, located on 12th ST NW, between CANDELARIA ROAD NW and MATTHEW AVE NW containing approximately 1 acre(s). [REF: 1002231, 022HE-01435, 01DRB-002688, 01DRB-01891] (G-14)
DEFERRED AT THE AGENT'S REQUEST TO 1-21-04.

NO ACTION IS TAKEN ON THESE CASES:

APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING

13. **Project # 1003167**
03DRB-02189 Minor-Sketch Plat or
Plan

JEFF MORTENSEN & ASSOCIATES, INC. agent(s) for ALBUQUERQUE PUBLIC SCHOOLS request(s) the above action(s) for all or a portion of Tract(s) 18-22, TOWN OF ATRISCO GRANT, UNIT 2, zoned R-D residential and related uses zone, developing area, R-1, located on 86th Street SW, between TOWER ROAD SW and EUCARIZ AVE SE containing approximately 25 acre(s). [REF: AX-93-12, Z-93-125, DRB-97-202] (L-09)

THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.

14. **Project # 1003166**
03DRB-02183 Minor-Sketch Plat or
Plan

Casey D. Chapman agent(s) for SANITARY SERVICE COMPANY, INC request(s) the above action(s) for all or a portion of Tract(s) K & R, TIMOTEO CHAVEZ ADDITION, zoned C-3 heavy commercial zone, located on CUTLER AVE NE, between WASHINGTON STREET NE and MORNINGSIDE DRIVE NE containing approximately 3 acre(s). [REF: S-891, DRB-97-92, Z-508] (H-17)

THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.

15. Other matters:

Adjourned: 11:10 A.M.

DRB PUBLIC HEARING SIGN IN SHEETS

CASE NUMBER: 1003141 AGENDA#: 7 DATE: January 14, 2004

1501 Aircraft Ave SE

✓ 1. Name: Richard Chavez Address: TX? Zip: 87106

2. Name: Joe Montano Address: MGA Zip: _____

3. Name: _____ Address: _____ Zip: _____

4. Name: _____ Address: _____ Zip: _____

5. Name: _____ Address: _____ Zip: _____

6. Name: _____ Address: _____ Zip: _____

7. Name: _____ Address: _____ Zip: _____

8. Name: _____ Address: _____ Zip: _____

9. Name: _____ Address: _____ Zip: _____

10. Name: _____ Address: _____ Zip: _____

11. Name: _____ Address: _____ Zip: _____

12. Name: _____ Address: _____ Zip: _____

13. Name: _____ Address: _____ Zip: _____

14. Name: _____ Address: _____ Zip: _____



NOTICE OF HEARING

January 30, 2004

Mark Goodwin & Associates PA
P.O. Box 90606
Albuquerque, NM 87199

RE: APPEAL 04EPC-00107 /PROJECT #1003141 (CASE WAS HEARD UNDER APPLICATION #03DRB-02112 (Vacation of Public Right-of-Way)

Dear Mr. Montano:

The above referenced appeal, which was filed January 27, 2004, has been **scheduled to be heard before the Environmental Planning Commission (EPC) on Thursday, March 11, 2004 at 4:00 P.M.**

The meeting will be held in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd Street NW, 87102.**

Approximately one week prior to the hearing, you will receive a copy of the agenda and a staff report. **THIS WILL SHOW YOU WHERE YOUR CASE WILL BE ON THE AGENDA.**

If you have any questions, please contact Claire Senova, Administrative Assistant at 924-3946.

Sincerely,

Sheran Matson, AICP, Chair, Development Review Board

cc: On-Time Park & Fly, 2121 Yale Blvd SE, 87106
Richard Chavez, 1501 Aircraft Ave SE, 87106
Don Newton, Office of Neighborhood Coordination,
File



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

JANUARY 14, 2004

7. Project # 1003141
03DRB-02112 Major-Vacation of Public Right-of-Way

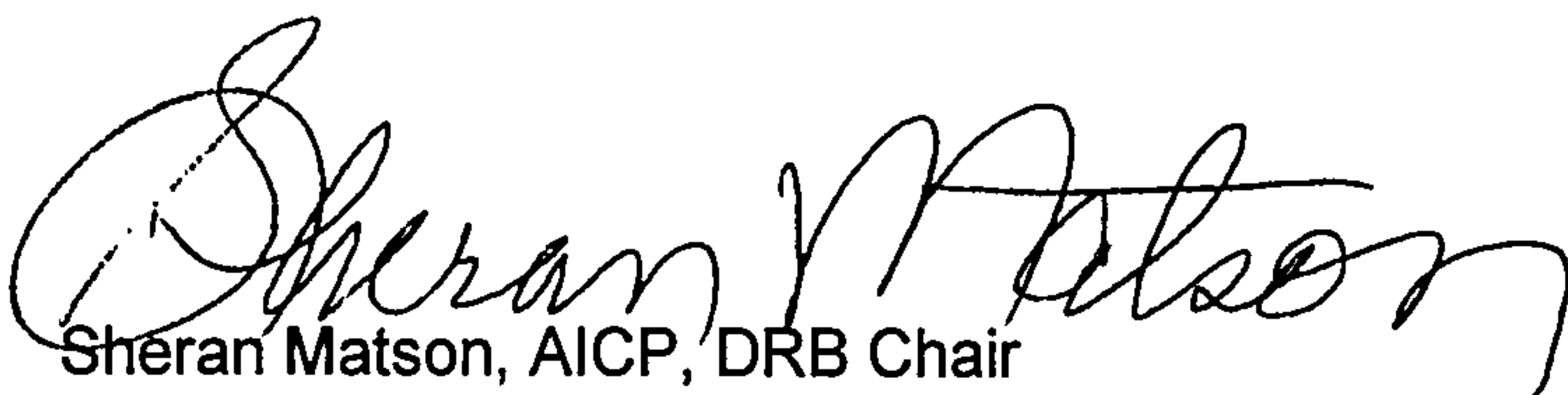
MARK GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)

At the January 14, 2004, Development Review Board meeting, the vacation of public right-of-way was denied. The owner of a portion of the front footage of land abutting the proposed vacation objected to the vacation. Therefore, there was convincing evidence that a substantial property right would be abridged against the will of the owner of that right according to the subdivision ordinance.

If you wish to appeal this decision, you must do so by January 29, 2004 in the manner described below.

Appeal is to the Environmental Planning Commission. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Division form, to the Planning Division, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Sheran Matson, AICP, DRB Chair

cc: On-Time Park & Fly, 2121 Yale Blvd SE, 87106
Mark Goodwin & Associates, PA, PO Box 90606, 87199
Arlene Portillo, Planning Department, 4th Floor, Plaza del Sol Bldg.
File



City of Albuquerque
CITY OF ALBUQUERQUE
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103
PUBLIC WORKS DEPARTMENT
DEVELOPMENT SERVICE
HYDROLOGY DEVELOPMENT SECTION

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1003141

AGENDA ITEM NO: 7

SUBJECT:

- | | | |
|-------------------------|--------------------------|------------------------------|
| (01) Sketch Plat/Plan | (05) Site Plan for Subd | (10) Sector Dev Plan |
| (02) Bulk Land Variance | (06) Site Plan for BP | (11) Grading Plan |
| (03) Sidewalk Variance | (07) Vacation | (12) SIA Extension |
| (03a) Sidewalk Deferral | (08) Final Plat | (13) Master Development Plan |
| (04) Preliminary Plat | (09) Infrastructure List | (14) Other |

ACTION REQUESTED:

REV/CMT:() APP:(x) SIGN-OFF:() EXTN:() AMEND:()

ENGINEERING COMMENTS:

The Hydrology Section has no objection to the vacation request.

RESOLUTION:

APPROVED ____; DENIED ; DEFERRED ____; COMMENTS PROVIDED ____; WITHDRAWN

SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PKS) (PLNG)

FOR:

SIGNED: Bradley L. Bingham
City Engineer/AMAFCA Designee

DATE: January 14, 2004



CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

January 14, 2004

Project # 1003141

03DRB-02112 Major-Vacation of Pub Right-of-Way

MARK GOODWIN & ASSOC agent(s) for ON TIME PARK & FLY request(s) the above action(s) for VACATION OF MILES RD, between BUENA VISTA RD SE and Yale Blvd. REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96] (M-15)

AMAFCA	No comment
COG	No adverse comment
Transit	No comments received
Zoning Enforcement	Reviewed, no comment
Neighborhood Coordinator	

Letters sent to the Kirtland Community and Yale Village ® Neighborhood Associations.

APS	No comments received
Police Department	No comment
Fire Department	No adverse comments

PNM Gas

PNM Gas Services objects to Project #1003141 because there is a 14" and 10" gas main located in Miles Road SE between Yale Blvd and Buena Vista Drive SE.

PNM Electric

PNM approves the vacation of Miles Rd SE, providing that as stated by the request, easements will be platted for the numerous gas and electric lines that are within or adjacent to the street being vacated.

Comcast	No comments received
QWEST	No comments received

Environmental Health

Site is not within 1000 feet of a landfill. No comment.

M.R.G.C.D.

No comments received

Open Space Division

No Adverse Comment

City Engineer

The Hydrology section has no objection to the vacation request.

Transportation

Need to provide traffic study showing that the vacation will not adversely impact property rights and circulation within the area.

Parks & Recreation

No objection to the vacation.

Utilities Development

No objection to Vacation request with a condition that a public water line easement be retained.

Planning Department

Planning defers to Transportation Development.

IT IS REQUIRED THAT THE APPLICANT AND/OR AGENT BE PRESENT AT THE HEARING

CC:



**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW**, on **Wednesday, January 14, 2004**, beginning at **9:00 a.m.** for the purpose of considering the following:

Project # 1000060
03DRB-02115 Major-Two Year SIA

MODRALL SPERLING agent(s) for SANDIA FOUNDATION request(s) the above action(s) for GATEWAY SUBD zoned SU-2 / C-3, located on LOMAS NE, between WOODWARD NE and I-25 (J-15) all or a portion of Tract(s) C & D1B

Project # 1001396
03DRB-02116 Major-Two Year SIA

MARK GOODWIN & ASSOC. agent(s) for VISTA DEL NORTE DEV., LLC request(s) the above action(s) for ALTA TIERRA DEL NORTE, UNIT 1 zoned R-1 residential zone, located on CALLE MONTANA NE, between VISTA DEL NORTE DR. NE and CALLE FUERTE NE containing approximately 1 acre(s). (D-16) all or a portion of Lot(s) 1A-3A [REF: 02DRB-00682, 02DRB-01871, 01DRB-01645, 03DRB-00428, 03DRB--00525]

Project # 1002371
03DRB-02085 Minor-SiteDev Plan Subd/EPC

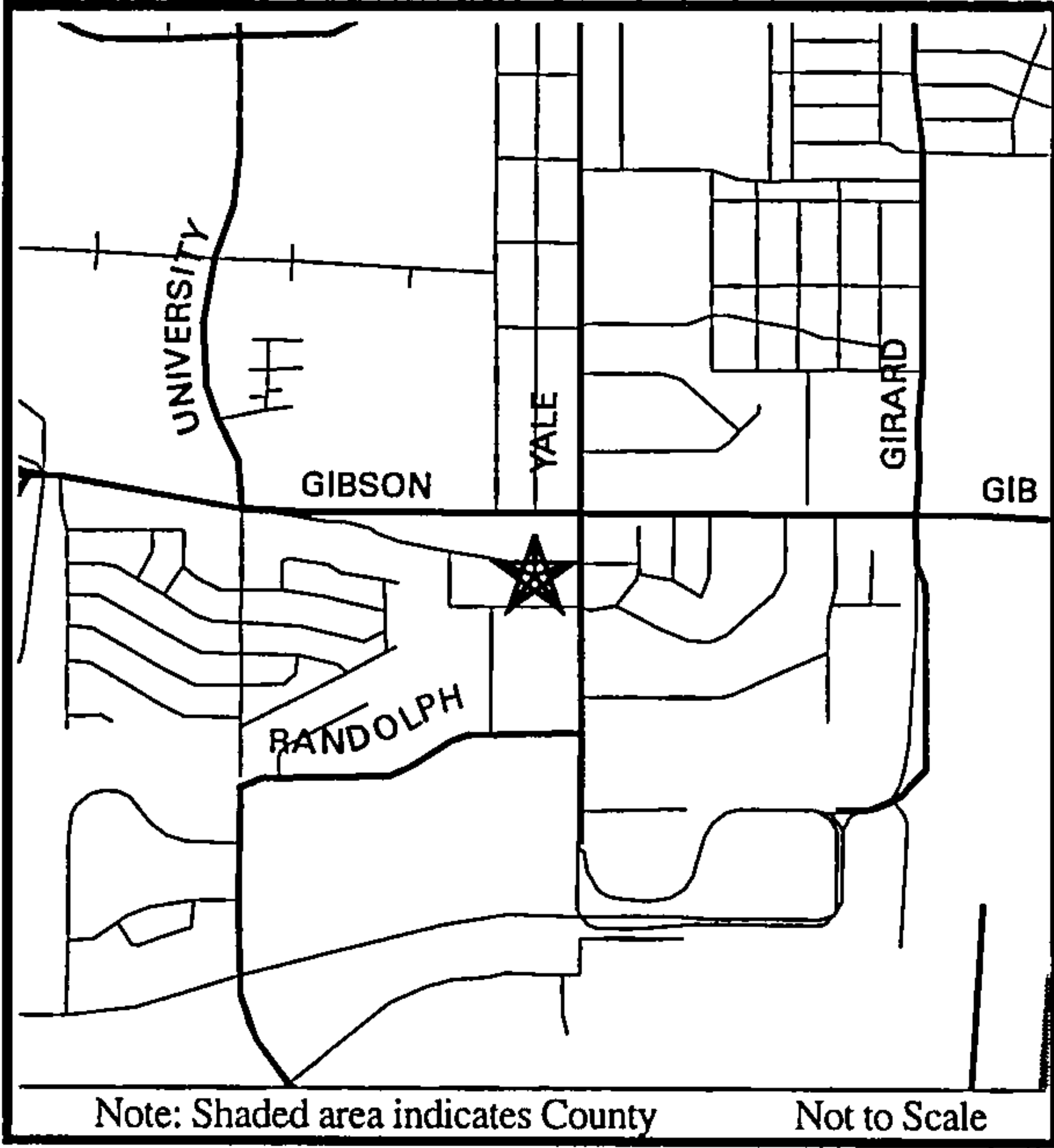
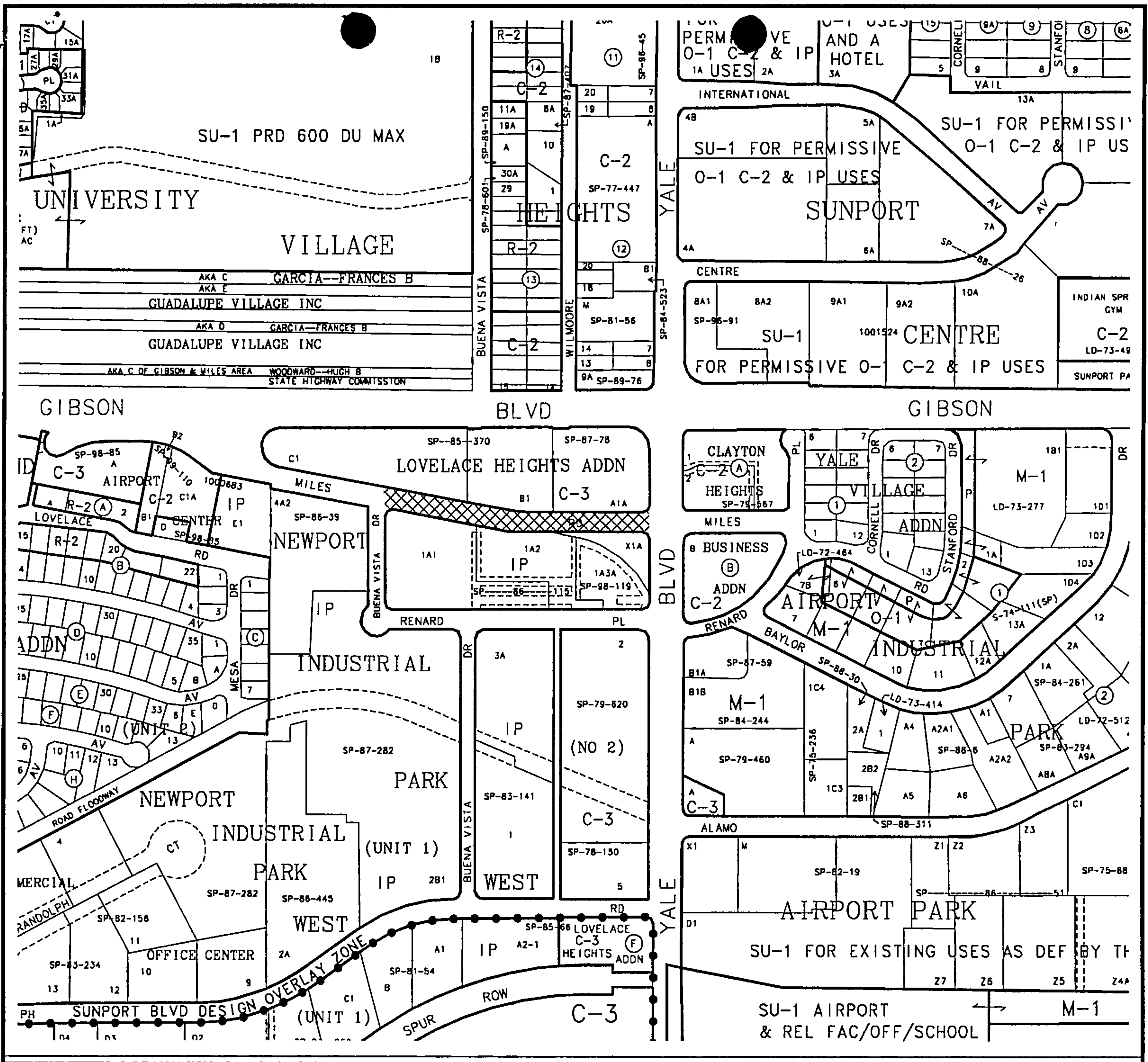
TIERRA WEST LLC agent(s) for HOFFMANTOWN CHURCH WEST request(s) the above action(s) for ALBAN HILLS SUBDIVISION zoned SU-1 for R-2 with church related uses, located on LA ORILLA NW, between COORS BLVD. NW and CORRALES DRAIN containing approximately 17 acre(s). Including all or a portion of Tract(s) 1A,1B,1C and Tract A, Bosque Meadows. (D-12)

Project # 1003141
03DRB-02112 Major-Vacation of Pub Right-of-Way

MARK GOODWIN & ASSOC agent(s) for ON TIME PARK & FLY request(s) the above action(s) for VACATION OF MILES RD, between BUENA VISTA RD SE and Yale Blvd. REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96] (M-15)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays. Individuals with disabilities who need special assistance to participate at this meeting should contact Claire Senova, Planning Department, at 924-3946. Hearing Impaired users may contact her via the New Mexico Relay Network by calling toll-free: 1-800-659-8331.

Sheran Matson, AICP, DRB Chair
Development Review Board



ZONING MAP



Scale 1" = 498'

PROJECT NO.
1003141

HEARING DATE
1-14-04

MAP NO.
M-15

ADDITIONAL CASE NUMBER(S)
03DRB-02112

Note: Shaded area indicates County Not to Scale

117

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
PROPERTY OWNERSHIP LIST**

Meeting Date: JANUARY 14, 2004
Zone Atlas Page: M-15-Z
Notification Radius: 100 Ft.

Project# 1003141
App# 03DRB-02112

Cross Reference and Location: N/A

Applicant: ON-TIME PARK & FLY
Address: 2121 YALE BLVD SE
ALBUQUERQUE NM 87106

Agent: MARK GOODWIN & ASSOCIATES, PA
Address: PO BOX 90606
ALBUQUERQUE NM 87199

Special Instructions:

**Notice must be mailed from the
City's 15 day prior to the meeting.**

Date Mailed: DECEMBER 24, 2003

Signature: KYLE TSEHLIKAI

101505550050811603 LEGAL: TR A 1 LD VELACE HEIGHTS ADDN CONT 2.2177 AC M/L LAND USE:
 PROPERTY ADDR: 00000 GIBSON
 OWNER NAME: WILSON REX P & COOK RICHARD P
 OWNER ADDR: 02121 YALE BL SE ALBUQUERQUE NM 87106

101505547050811602 LEGAL: TR B 1 LD VELACE HEIGHTS ADDN CONT 1.9101 AC M/L LAND USE:
 PROPERTY ADDR: 00000 GIBSON
 OWNER NAME: WILSON REX P & COOK RICHARD P
 OWNER ADDR: 02121 YALE BL SE ALBUQUERQUE NM 87106

101505541251311601 LEGAL: TR C 1 LD VELACE HEIGHTS ADDN CONT 3.0546 AC M/L LAND USE:
 PROPERTY ADDR: 00000 GIBSON
 OWNER NAME: WILSON REX P & COOK RICHARD P
 OWNER ADDR: 02121 YALE BL SE ALBUQUERQUE NM 87106

101605501948820505 LEGAL: TR 2 REP LAT OF A PORTION OF BLK A CLAYTON HEIGHTS LAND USE:
 PROPERTY ADDR: 00000 YALE
 OWNER NAME: BLAINE ROOTS LLC
 OWNER ADDR: 02120 YALE BL SE ALBUQUERQUE NM 87107

101505540048210118 LEGAL: TR 4 -A-2 PLAT OF TRS 4-A-1, 4-A-2 & 4-A-3 A REPLAT LAND USE:
 PROPERTY ADDR: 00000 BUENA VISTA
 OWNER NAME: FAVORITE BAY LLC
 OWNER ADDR: 02201 BUENA VISTA SE ALBUQUERQUE NM 87106

101505544447611304 LEGAL: TR 1 -A-1 A REPLAT OF TRACT 1-A NEWPORT INDUSTRIAL LAND USE:
 PROPERTY ADDR: 00000 RENARD
 OWNER NAME: HASKINS N JAY
 OWNER ADDR: 01163 LAROCHELLE TERRACE SUNNYVALE CA 94089

101505547547811303 LEGAL: TR 1 -A-2 A REPLAT OF TRACT 1-A NEWPORT INDUSTRIAL LAND USE:
 PROPERTY ADDR: 00000 RENARD
 OWNER NAME: MONTEZUMA AVENUE CO LLC
 OWNER ADDR: 01879 CAMINO CRUZ BLANCA SANTA FE NM 87505

101605502045720403 LEGAL: B CL AYT N HEIGHTS BUSINESS ADD LAND USE:
 PROPERTY ADDR: 00000 YALE
 OWNER NAME: NEW MEX INSTITUTE
 OWNER ADDR: 02200 YALE BL SE ALBUQUERQUE NM 87106

101505551148011301 LEGAL: TR X 1 LD VELACE HEIGHTS ADDN CONT .5130 AC M/L LAND USE:
 PROPERTY ADDR: 00000 YALE
 OWNER NAME: CHAVEZ RICHARD ETAL
 OWNER ADDR: 01501 AIRCRAFT AV SE ALBUQUERQUE NM 87106

101505550748111302 LEGAL: TR 1 A3A PLAT OF TR 1A3A NEWPORT INDUSTRIAL LAND USE:
 PROPERTY ADDR: 00000 YALE
 OWNER NAME: MAJIGO INVESTMENTS INC
 OWNER ADDR: 13211 CENTRAL AV NE ALBUQUERQUE NM 87123



City of Albuquerque

PLEASE NOTE: The Neighborhood Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office. It is your responsibility to provide current information – outdated information may result in a deferral of your case.

Date: December 16, 2003

TO CONTACT NAME: Bill Gonzalez
 COMPANY/AGENCY: Mark Godwin + ASSOC
 ADDRESS/ZIP: PO Box 90606 / 87199
 PHONE/FAX #: 878 - 7200 / 797 - 9539

Thank you for your inquiry of 12-16-03 (date) requesting the names of Recognized

Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at a tract of land described as the Mills Rd SE R.O.W lying between the easterly right of way line of zone map page(s) M-15 Buena Vista Dr SE and the westerly R.O.W line of Gale Blvd. SE

Our records indicate that the Recognized Neighborhood Association(s) affected by this proposal and the contact names are as follows:

Kittland Community
 Neighborhood Association
 Contact: Vincent Batty
1924 Sunshine Terrace SE
842-1780 (H) 87106
Bollie Williams
1401 Alamo SE
242-6476 (H) 87106

Gale Village
 Neighborhood Association
 Contact: Joseph B Valentine
2126 Cornell Dr SE
247-1137 (H) 87106
Robin Berry
2123 Cornell Dr SE
247-2780 (H) 87106

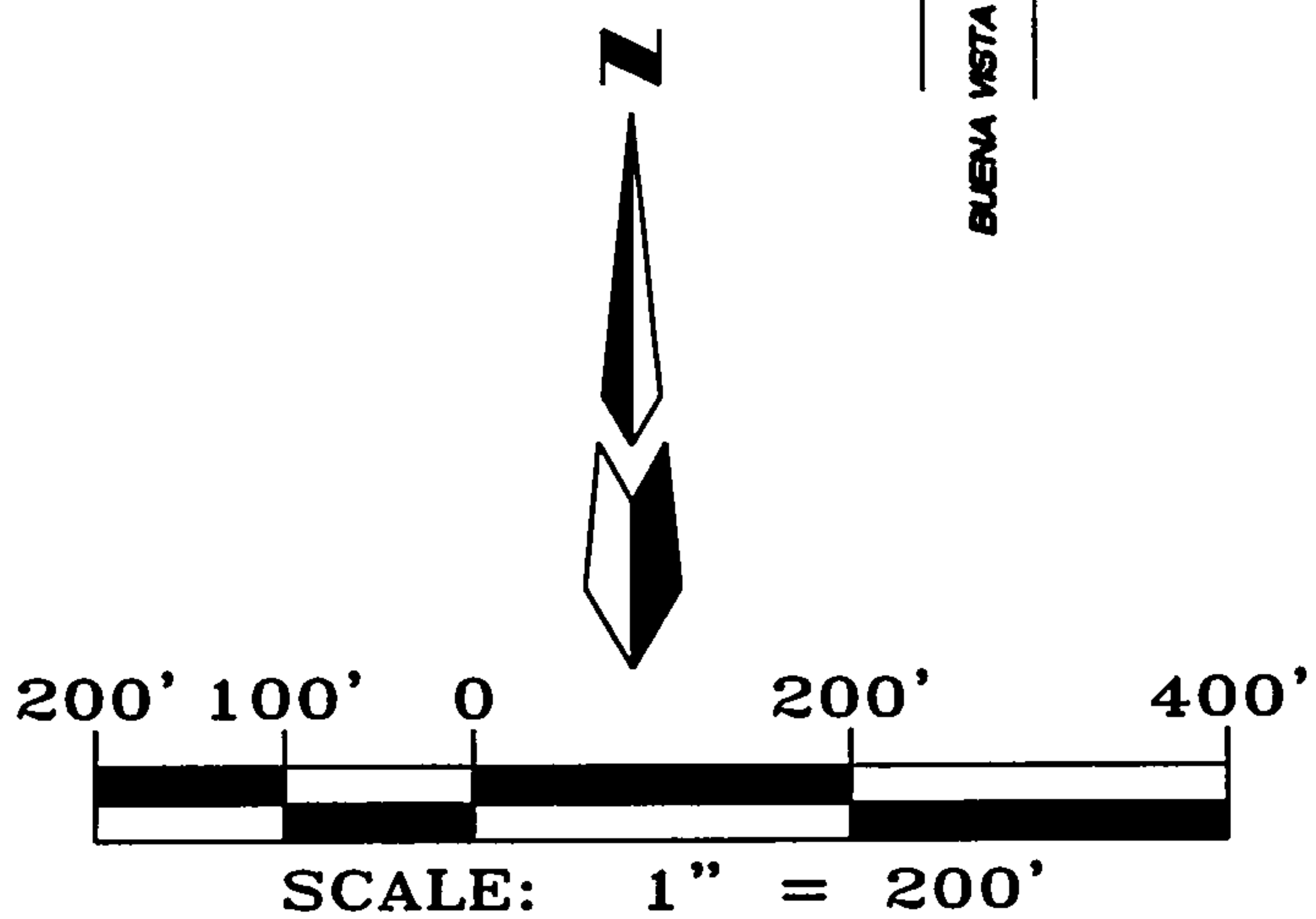
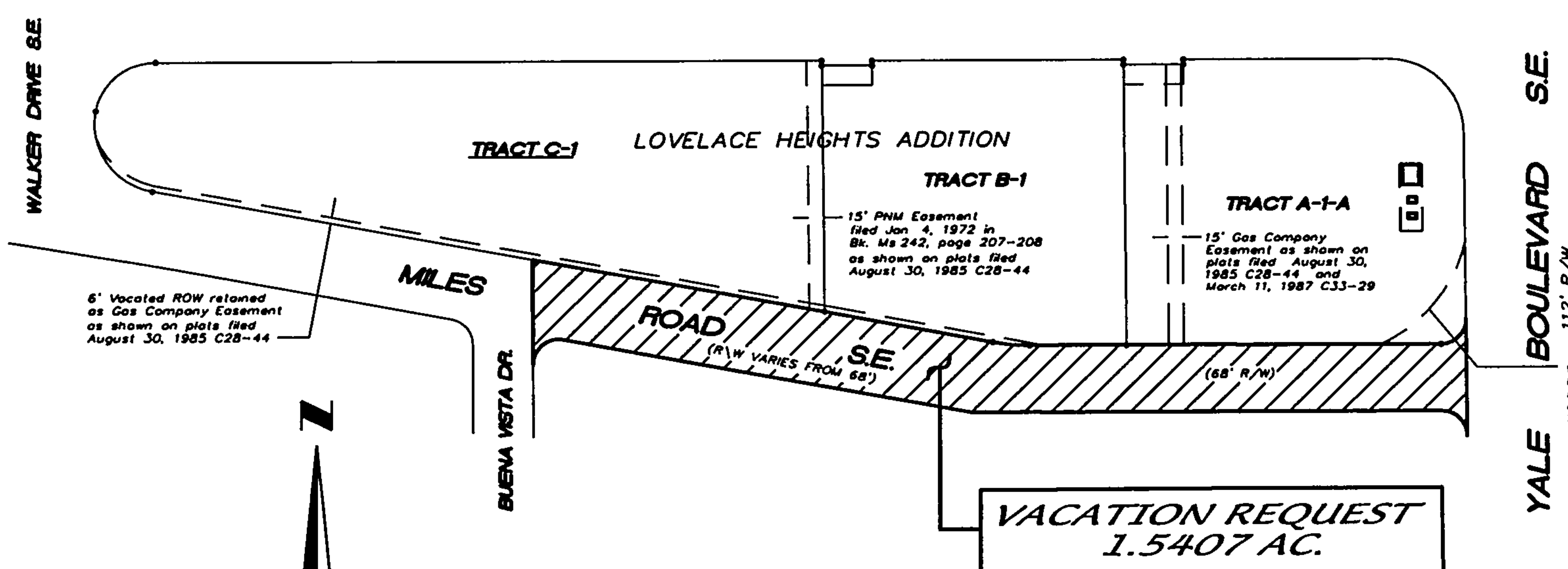
See reverse side for additional Neighborhood Association Information: YES { } NO { }


Please note that according to O-92 you are required to notify each of these contact persons by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BEFORE** the Planning Department will accept your application filing. **IMPORTANT! FAILURE OF ADEQUATE NOTIFICATION MAY RESULT IN YOUR APPLICATION HEARING BEING DEFERRED FOR 30 DAYS.** If you have any questions about the information provided, please contact our office at (505) 924-3914 or by fax at 924-3913.

Sincerely,
Dalana S. Carranza
 OFFICE OF COMMUNITY AND NEIGHBORHOOD COORDINATION

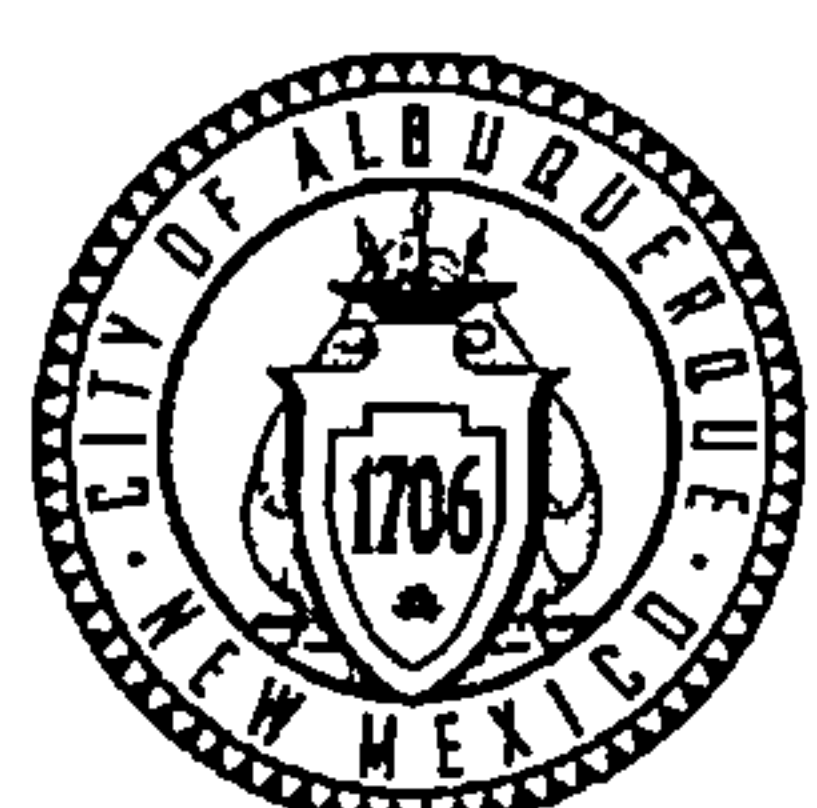
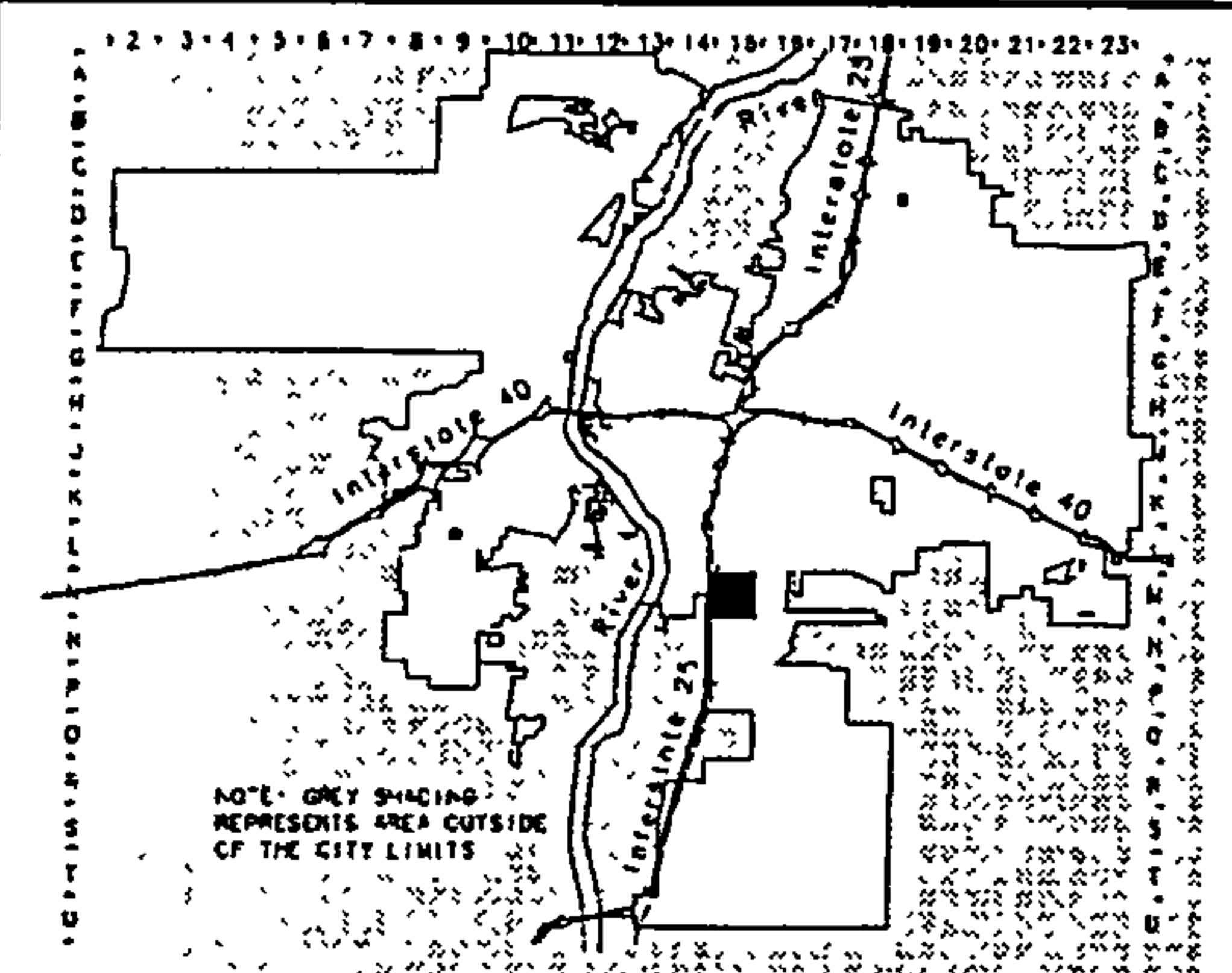
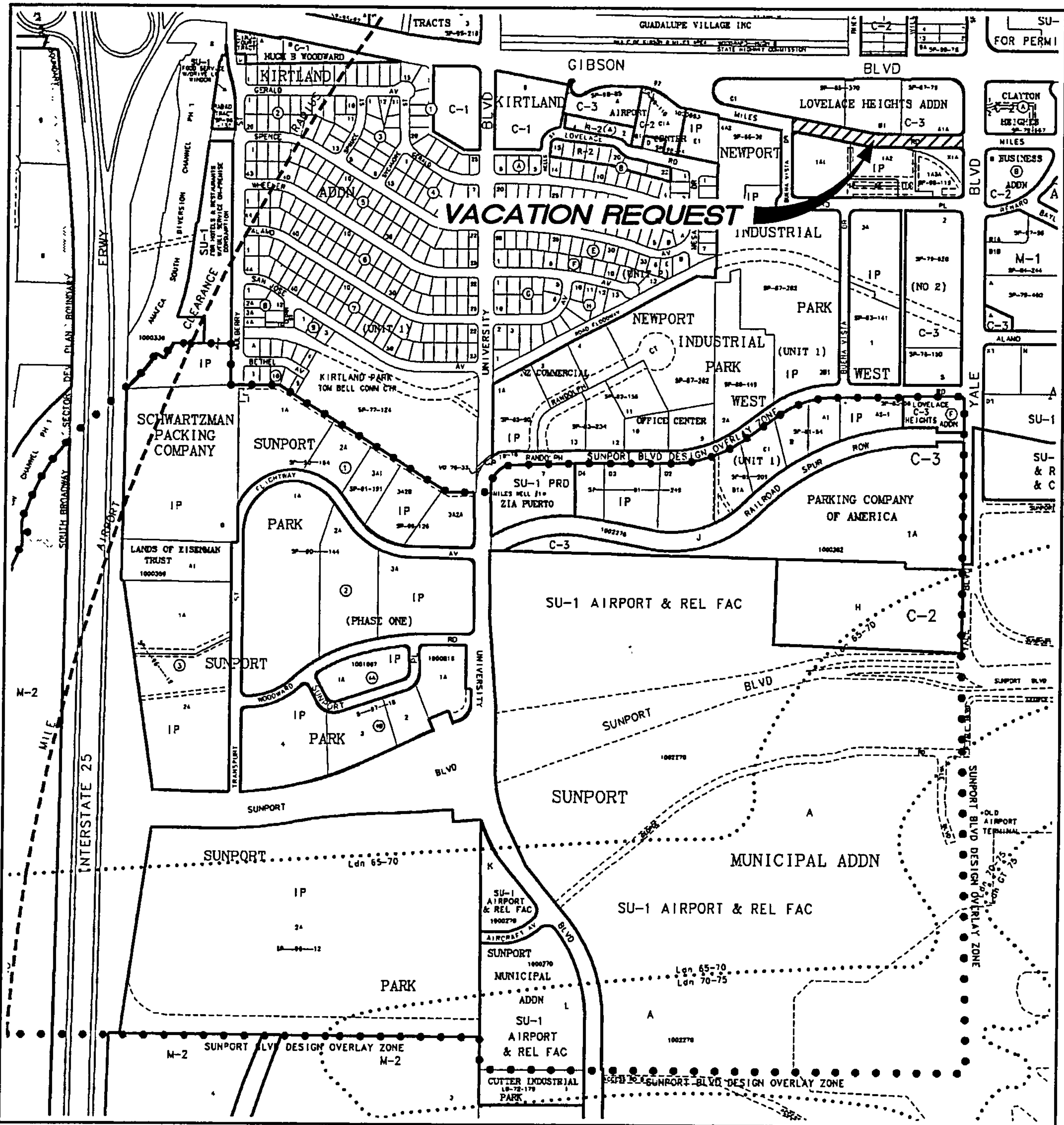
.....
 Attention: Both contacts per neighborhood association need to be notified.

GIBSON BOULEVARD S.E.



MILES ROAD SE			
VACATION EXHIBIT			
 MARK GOODWIN & ASSOCIATES, P.A. CONSULTING ENGINEERS P.O. BOX 90606 ALBUQUERQUE, NEW MEXICO 87199 (505)828-2200, FAX (505)797-9539			
Designed: JDM	Drawn: RDD	Checked: DMG	Sheet I of I
Scale: 1" = 200'	Date: 12/15/03	Job: A03052	

MILES ROAD SE VACATION REQUEST



A G I S
ALBUQUERQUE GEOGRAPHIC INFORMATION SYSTEMS
PLANNING DEPARTMENT
© Copyright 2003

Zone Atlas Page
M-15-Z
Map Amended through November 01, 2003

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Zollie Williams
1401 Alamo SE
Albuquerque, NM
87106

2. Article Number

(Transfer from ser

7002 0860 0003 3253 4786

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Miles Rd - JDM

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vincent Batz
1924 Sunshyne Terrace SE
Albuquerque, NM
87106

2. Article Number

(Transfer from service

7002 0860 0003 3253 4779

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Miles Rd - JDM

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

-
- Certified Mail
-
- Express Mail
-
-
- Registered
-
- Return Receipt for Merchandise
-
-
- Insured Mail
-
- C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmgs@swcp.com

PROJECT 1003141

February 17, 2004

Mr. Jeffery Jesionowski, Chairman
Environmental Planning Commission
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Re: **WITHDRAWAL OF THE APPEAL OF DENIAL OF VACATION OF MILES ROAD**
(Zone Atlas Map - M 15)

Dear Chairman Jesionowski:

On January 14, 2004 the Development Review Board voted to deny our request to vacate the public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard. After further deliberation, our client has requested that the appeal be withdrawn.

Thank you for the EPC's consideration on this matter and we look forward to your favorable response. Please contact me at 828-2200 if you need further information regarding the proposed action.

Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.


Joseph D. Montalfo
Senior Planner

cc: Robert Lupton, C & W LAND DEVELOPMENT
Bob Paulsen, Manager, City Planning
Mark Goodwin, DMGA

600 2nd St. NW
2nd Floor
Albuquerque, NM 87102
Phone: 505-924-~~3860~~ 924.3946
Fax: 505-924-~~3830~~
3864

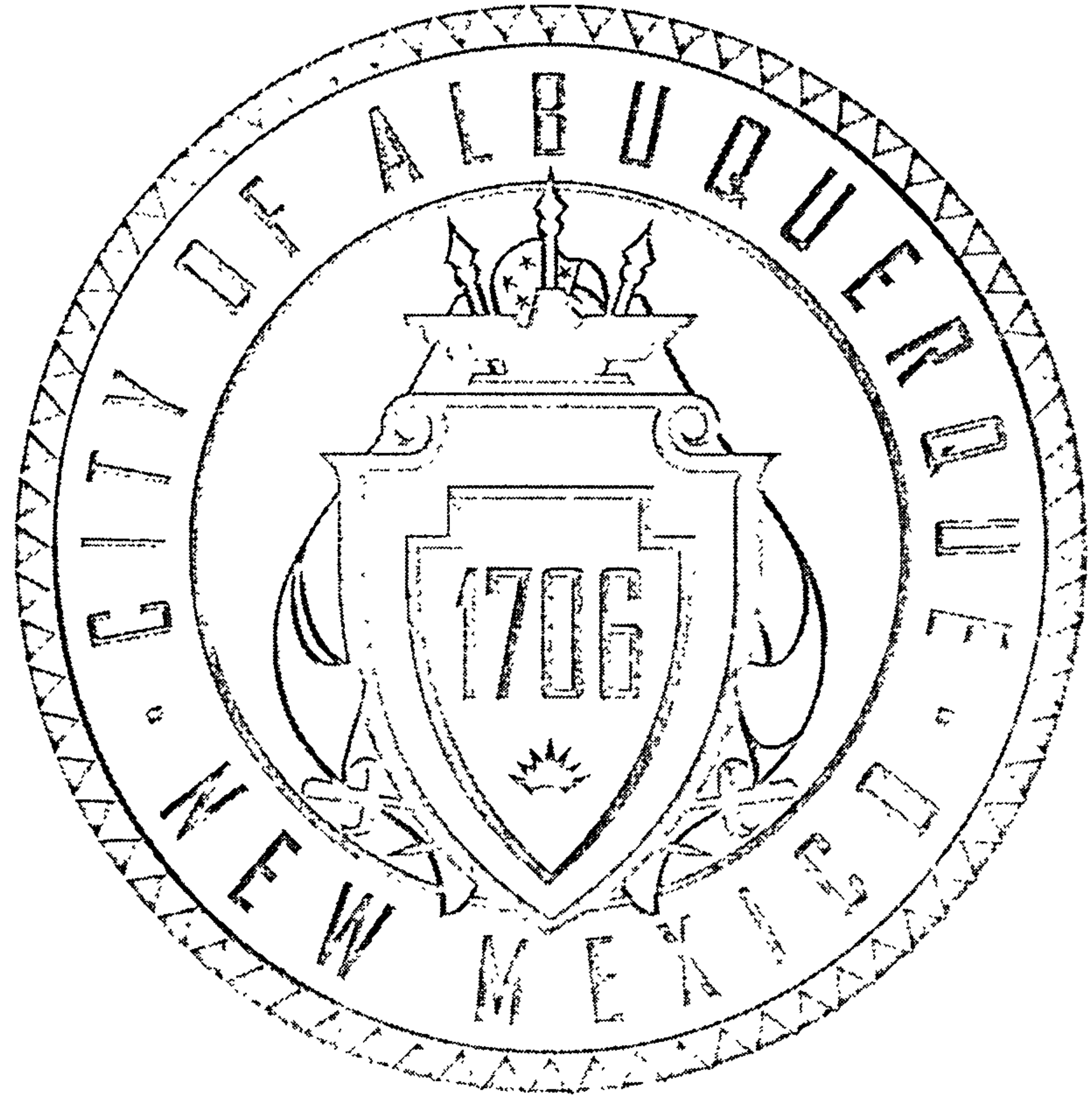
Planning Department

Fax

To: *Richard Chavez* **From:** *Clouse* City of Albuquerque
Fax: *9-1-214-360-0410* **Date:** *2-19-04*
Phone: **Pages:** *2*
Re: **CC:**

- Urgent For Review Please Comment Please Reply

Comments:



*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3054
CONNECTION TEL 912143600410
SUBADDRESS
CONNECTION ID
ST. TIME 02/19 12:49
USAGE T 01'16
PGS. 2
RESULT OK

600 2nd St. NW
2nd Floor
Albuquerque, NM 87102
Phone: 505-~~924-3330~~ 924.3946
Fax: 505-924-~~3330~~
3864



Fax

To: *Richard Chavez* From: *Olson* City of Albuquerque
Fax: *9-1-214-360-0410* Date: *2-19-04*
Phone: Pages: *2*
Re: CC:

- Urgent
- For Review
- Please Comment
- Please Reply

Comments:



Appeal

A City of Albuquerque



DEVELOPMENT PLAN REVIEW APPLICATION

SUBDIVISION

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

SITE DEVELOPMENT PLAN

- ...for Subdivision Purposes
- ...for Building Permit
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

Supplemental form

S

V

P

L

Supplemental form

ZONING & PLANNING

Z

- Annexation
 - County Submittal
 - EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment

APPEAL / PROTEST of...

A

- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: On-Time Park & Fly
 ADDRESS: 2121 Yale Boulevard SE
 CITY: Albuquerque
 Proprietary interest in site: OWNER
 AGENT (if any): Mark Goodwin & Associates, PA
 ADDRESS: PO Box 90606
 CITY: Albuquerque

STATE NM ZIP 87106

STATE NM ZIP 87199

PHONE: 822-5562
 FAX:
 E-MAIL:
 PHONE: 828-2200
 FAX: 797-9539
 E-MAIL: dmg@swcp.com

DESCRIPTION OF REQUEST: Appeal of DRB denial of vacation of public roadway right-of-way request

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

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

Lot or Tract No. Public ROW for Miles Road Block: _____ Unit: _____

Subdiv. / Addn. _____

Current Zoning: Public ROW Proposed zoning: C-3

Zone Atlas page(s): M-15-Z No. of existing lots: 0 No. of proposed lots: 0

Total area of site (acres): 1.56 Density if applicable: dwellings per gross acre: _____ dwellings per net acre: _____

Within city limits? Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? Y

UPC No. N/A MRGCD Map No. N/A

LOCATION OF PROPERTY BY STREETS: On or Near: Miles Road
 Between: Buena Vista Drive and Yale Boulevard

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_, Z_, V_, S_, etc.): Project #: 1000412
Case Numbers: DRB-99-171; V-99-59; Z-93-8; V-93-4; V-95-18; V-88-96; V-88-96

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: N/A

SIGNATURE Joseph D. Montano DATE Jan. 27, 2004

(Print) Joseph D. Montano Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 10/03

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus.
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>04EPC - 00107</u>	<u>AP</u>	<u>A</u>	<u>\$190-</u>
_____	<u>CMF</u>	_____	<u>\$50-</u>
_____	<u>Ad fee</u>	_____	<u>\$50-</u>
_____	_____	_____	\$
_____	_____	_____	\$
Hearing date <u>March 11, 2004</u>			Total <u>\$290-</u>

[Signature] 1/27/04
 Planner signature / date

Project # 1003141
03DRB.02112

FORM A: APPEAL

Appeal to the Zoning Board of Appeals regarding:

DECISION OF THE ZONING HEARING EXAMINER

Appeal to the Landmarks and Urban Conservation Commission regarding:

CERTIFICATE OF APPROPRIATENESS DECISION OF THE PLANNING DIRECTOR OR STAFF

Appeal to the Environmental Planning Commission regarding:

ADMINISTRATIVE AMENDMENT OR DECISION OF THE PLANNING DIRECTOR OR STAFF

DECLARATORY RULING OF THE ZONING ENFORCEMENT OFFICER

DETERMINATION OR ACTION OF THE DEVELOPMENT REVIEW BOARD

Appeal to the City Council regarding:

DETERMINATION OR ACTION OF THE ENVIRONMENTAL PLANNING COMMISSION

ACTION OF THE ZONING BOARD OF APPEALS REGARDING AN APPEAL

DECISION OF THE LANDMARKS AND URBAN CONSERVATION COMMISSION

Project number of case being appealed; 1003141

Application number of case being appealed; 03DRB-02112

- Reason for the appeal *
- Appellant's basis of standing as an appellant *
- Letter of authorization from the appellant if this application for appeal is submitted by an agent
- Copy of the Official Notification of Decision regarding the matter being appealed
- Fee (see schedule)

* Criteria for reasonable appeals and criteria for standing as an appellant are given in *Zoning Code §14-16-4-4*. Any appeal must meet these criteria to be heard. The applicant should review these and other relevant documents carefully before preparing an application for appeal.

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

Rex P. Wilson

Applicant name (print)

[Signature]

Applicant signature / date



Form revised September 2001

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers

04EPC- - 00107

[Signature] 1/27/04
Planner signature / date

Project # 1003141



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

JANUARY 14, 2004

7. Project # 1003141
03DRB-02112 Major-Vacation of Public Right-of-Way

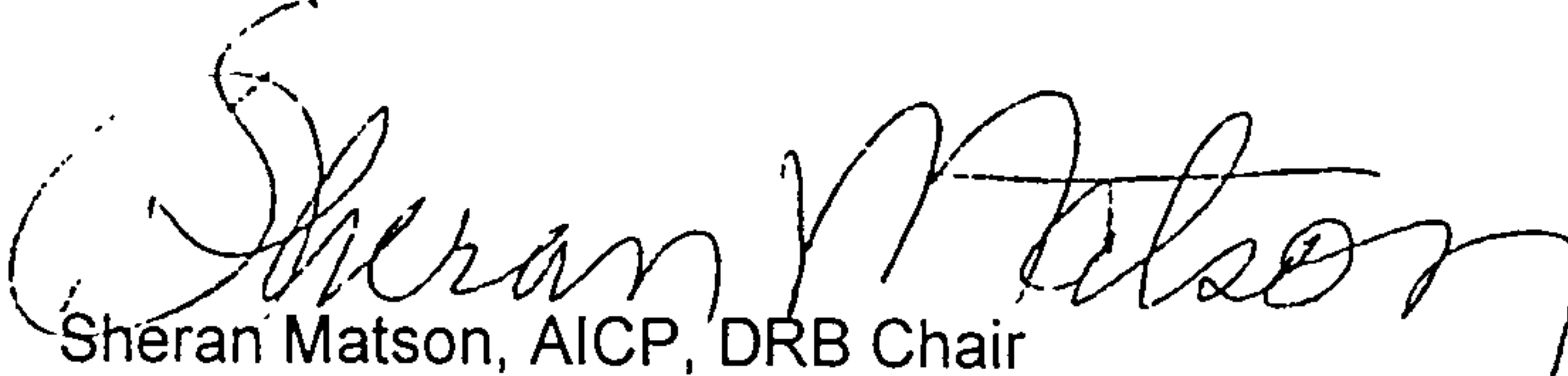
MARK GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)

At the January 14, 2004, Development Review Board meeting, the vacation of public right-of-way was denied. The owner of a portion of the front footage of land abutting the proposed vacation objected to the vacation. Therefore, there was convincing evidence that a substantial property right would be abridged against the will of the owner of that right according to the subdivision ordinance.

If you wish to appeal this decision, you must do so by January 29, 2004 in the manner described below.

Appeal is to the Environmental Planning Commission. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Division form, to the Planning Division, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Sheran Matson, AICP, DRB Chair

cc: On-Time Park & Fly, 2121 Yale Blvd SE, 87106
Mark Goodwin & Associates, PA, PO Box 90606, 87199
Arlene Portillo, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

ON-TIME PARK & FLY

*2121 Yale Boulevard SE
Albuquerque, NM 87106*

January 27, 2004

*Mr. Jeffery Jesionowski, Chairman
Environmental Planning Commission
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103*

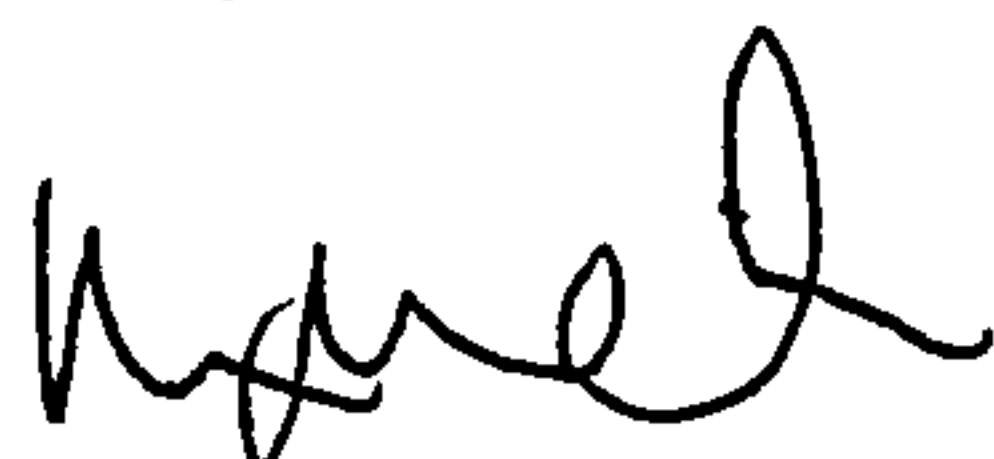
Re: APPEAL OF DENIAL OF VACATION OF MILES ROAD (Zone Atlas Map - M 15)

Dear Chairman Jesionowski:

This letter is to advise you that as owners of the adjacent properties to the referenced public right-of-way, we have authorized the firm of Mark Goodwin & Associates, PA, to act on our behalf in connection with the application for appeal of the DRB denial the vacation of public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard.

Please contact me at 822-5562 if you need further information regarding the proposed action.

Sincerely,



Mr. Rex Wilson,
Managing Partner



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmgs@swcp.com

January 27, 2004

Mr. Jeffery Jesionowski, Chairman
Environmental Planning Commission
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Re: APPEAL OF DENIAL OF VACATION OF MILES ROAD (Zone Atlas Map - M 15)

Dear Chairman Jesionowski:

On January 14, 2004 the Development Review Board voted to deny our request to vacate the public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard. The subject right-of-way has been leased to our client, On Time Park and Fly since December 17, 1999. The lease agreement is subject to renewal every two years.

The vacation of the Miles Road right-of-way has previously been requested and portions have been approved. Mr. Richard Chavez, was the only property owner that objected to the vacation. He is an adjacent land owner of a portion of the previously vacated right-of-way which fronts on both Yale Boulevard and on Miles Road. The DRB based on the land owner's objection to not having access to Miles Road if the vacation was granted.

The roadway has been fenced and not available to the public or adjacent property owners since and prior to 1990. There has not been a request to open the roadway in all this time. It is apparent that sufficient access is available to both properties from Yale Boulevard without the use of Miles Road.

It is our understanding, that the City is willing to dispose of the right-of-way for Miles Road. As part of the lease agreement, that upon vacation the applicant has the right of first refusal to purchase the premises for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00).

The lease agreement stipulates:

"23. SALE OF PREMISES. If the City vacates the Premises during the Initial Term or the Extended Term and if the City decides to sell the Premises, then the Permittee, as the sole adjoining property owner to the Premises, shall have the right of first refusal to purchase the Premises, subject to the reservation by the City of any easements for itself or for others and subject to any other conditions to the sale of the Premises imposed by the City's Development Review Board, for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00). The sale shall be AS IS, without warranty of title or of the environmental condition of the Premises. Title shall be conveyed by statutory form quitclaim deed. The City shall not be obligated to provide any proof of title to the Premises."

The previous owner requested vacation of the same right-of-way. V-93-4; DRB-93-8 "was denied based on

the access control limitations on Gibson Boulevard SE and the need for direct access to Yale Boulevard for adjacent IP and commercially zoned parcels. Which in conjunction with opposition from the owners of the adjacent parcels constitutes convincing evidence that a substantial property right would be abridged against the will of the owner of the right."

Conditions have changed since the 1993 vacation request. They include:

- Direct access to Gibson Boulevard was granted in the proximity of the intersection of Miles Road & Buena Vista Drive. This gave the interior lots a more direct access connection to a principal arterial.*
- Miles Road was not extended westerly to connect with University Boulevard as was anticipated. Thus introduction of greater traffic volumes will be limited as will the type of land development.*
- This segment of Miles road has been closed for many years and all adjacent developments have provided adequate access to their sites from other facilities in the immediate proximity.*

It is the applicant intention to incorporate the vacated right-of-way into the adjacent properties owned by the applicant. A replat of the commonly owned adjacent properties will follow.

Utilities ... *Utility easements will be granted for existing on-premise lines or services.*

Transportation ... *Public access will be prohibited.*

Drainage ... *Appropriate drainage easements will be granted for historic flows.*

Zoning ... *Zoning identical to the adjacent property is anticipated.*

The vacation of this public right-of-way will allow the applicant an opportunity to enhance the overall property and create a unified development site at a major gateway to the airport.

The EPC's consideration on this matter is greatly appreciated and we look forward to your favorable response. Please contact me at 828-2200 if you need further information regarding the proposed action.

Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.


Joseph D. Montano
Senior Planner

**ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services**

PAID RECEIPT

APPLICANT NAME ON Time Park & FLY
 AGENT Mark Goodwin & Assoc, PA
 ADDRESS P.O. Box 90606
 PROJECT & APP # 1003141 -
 PROJECT NAME Public Row for Miles Rd

01/27/2004 3:31PM LOC: ANNY
 RECEIPT# 00019332 WSH 007 TRANSH 0021
 Account 441006 Fund 0110
 Activity 4983000 TRSLJ5
 Trans Amt \$260.00
 J24 Misc \$150.00

- \$ 20- 469099/4916000 Conflict Management Fee
- \$ 190- 441006/4983000 DRB Actions
- \$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals
- \$ 50- 441018/4971000 Public Notification
- \$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
 () Major/Minor Subdivision () Site Development Plan () Bldg Permit
 () Letter of Map Revision () Conditional Letter of Map Revision
 () Traffic Impact Study
- \$ 260- TOTAL AMOUNT DUE

*****NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.**

01/27/2004 3:31PM LOC: ANNY
 RECEIPT# 00019331 WSH 007 TRANSH 021
 Account 469099 Fund 0110
 Activity 4916000 TRSLJ5
 Trans Amt \$260.00
 J24 Misc \$20.00
 Counterreceipt.doc 12/29/03

DUPLICATE
 City Of Albuquerque
 Treasury Division

DUPLICATE
 City Of Albuquerque
 Treasury Division

01/27/2004 3:32PM LOC: ANNY
 RECEIPT# 00019333 WSH 007 TRANSH 0021
 Account 441018 Fund 0110
 Activity 4971000 TRSLJ5
 Trans Amt \$260.00
 J24 Misc \$50.00
 CK \$260.00
 CHANGE \$0.00

Thank You

Thank You

Thank You

ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME On time Park & Fly
AGENT MARK Goodwin & Assoc, PA
ADDRESS P.O. Box 90606
PROJECT & APP # 1003141 04EPC-00107
PROJECT NAME Public ROW for Miles Rd.

\$ 30- 469099/4916000 Conflict Management Fee (additional)

\$ _____ 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ _____ 441018/4971000 Public Notification

\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
() Major/Minor Subdivision () Site Development Plan () Bldg Permit
() Letter of Map Revision () Conditional Letter of Map Revision
() Traffic Impact Study

\$ 30- TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

DUPLICATE
City Of Albuquerque
Treasury Division

01/27/2004 3:50PM LOC: ANHX
RECEIPT# 00019335 WS# 007 TRAN# 0023
Account 469099 Fund 0110
Activity 4916000 TRSLJS
Trans Amt \$30.00
J24 Misc \$30.00
Ch \$30.00
CHANGE \$0.00



<p>SUBDIVISION</p> <p><input type="checkbox"/> Major Subdivision action</p> <p><input type="checkbox"/> Minor Subdivision action</p> <p><input checked="" type="checkbox"/> Vacation</p> <p><input type="checkbox"/> Variance (Non-Zoning)</p> <p>SITE DEVELOPMENT PLAN</p> <p><input type="checkbox"/> ...for Subdivision Purposes</p> <p><input type="checkbox"/> ...for Building Permit</p> <p><input type="checkbox"/> IP Master Development Plan</p> <p><input type="checkbox"/> Cert. of Appropriateness (LUCC)</p>	<p>Supplemental form</p> <p>S</p> <p>V</p> <p>P</p> <p>L</p>	<p>Supplemental form</p> <p>ZONING & PLANNING</p> <p><input type="checkbox"/> Annexation</p> <p><input type="checkbox"/> County Submittal</p> <p><input type="checkbox"/> EPC Submittal</p> <p><input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)</p> <p><input type="checkbox"/> Sector Plan (Phase I, II, III)</p> <p><input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan</p> <p><input type="checkbox"/> Text Amendment</p> <p>APPEAL / PROTEST of...</p> <p><input type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals</p>	<p>Z</p> <p>A</p>
---	--	---	---------------------------------

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: <u>On-Time Park & Fly</u>	PHONE: <u>822-5562</u>
ADDRESS: <u>2121 Yale Boulevard SE</u>	FAX:
CITY: <u>Albuquerque</u> STATE <u>NM</u> ZIP <u>87106</u>	E-MAIL:
Proprietary interest in site: <u>OWNER</u>	
AGENT (if any): <u>Mark Goodwin & Associates, PA</u>	PHONE: <u>828-2200</u>
ADDRESS: <u>PO Box 90606</u>	FAX: <u>797-9539</u>
CITY: <u>Albuquerque</u> STATE <u>NM</u> ZIP <u>87199</u>	E-MAIL: <u>dmg@swcp.com</u>

DESCRIPTION OF REQUEST: Vacation of public roadway right-of-way

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

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

Lot or Tract No. Public ROW for Miles Road Block: _____ Unit: _____

Subdiv. / Addn. _____

Current Zoning: Public ROW Proposed zoning: C-3

Zone Atlas page(s): M-15-Z No. of existing lots: 0 No. of proposed lots: 0

Total area of site (acres): 1.56 Density if applicable: dwellings per gross acre: _____ dwellings per net acre: _____

Within city limits? Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. N/A MRGCD Map No. N/A

LOCATION OF PROPERTY BY STREETS: On or Near: Miles Road
Between: Buena Vista Drive and Yale Boulevard

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_, Z_, V_, S_, etc.): Project #: 1000412 Ref.
Case Numbers: DRB-99-171; V-99-59; Z-93-8; V-93-4; V-95-18; V-88-96; V-88-96

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: N/A

SIGNATURE Joseph D. Montano DATE Dec. 15, 2003
(Print) Joseph D. Montano Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 10/03

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>03DRB - 02112</u>	<u>V ROW</u>	<input checked="" type="checkbox"/>	\$ <u>300.-</u>
<input type="checkbox"/> All fees have been collected	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill <u>NO</u>	_____	<u>Notice</u>	_____	\$ <u>75.-</u>
<input type="checkbox"/> F.H.D.P. density bonus	Hearing date <u>JAN 14 2004</u>	_____	_____	Total
<input type="checkbox"/> F.H.D.P. fee rebate	_____	_____	_____	\$ <u>375.-</u>

JDM 12/16/03
Planner signature / date

Project # 1003141

FORM V: SUBDIVISION VARIANCES & VACATIONS

- BULK LAND VARIANCE (Public Hearing Case)**
- Application for subdivision (Plat) on FORM S-3, including those submittal requirements. Variance and subdivision should be applied for simultaneously. (24 copies)
 - Letter briefly describing and explaining: the request, compliance with criteria in the Development Process Manual, and any improvements to be waived
 - Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule) Fee is for Variance. Plat fee is listed on FORM-S.
 - Any original and/or related file numbers are listed on the cover application
- DRB Public hearings are approximately ONE MONTH after the filing deadline. **Your attendance is required.**

- VACATION OF PUBLIC RIGHT-OF-WAY**
- VACATION OF PUBLIC EASEMENT**
- The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) 24 copies. (Not required for dedicated and City owned public right-of-way.)
 - Drawing showing the easement or right-of-way to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) 24 copies
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the request
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - Any original and/or related file numbers are listed on the cover application
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire. DRB Public hearings are approximately ONE MONTH after the filing deadline. **Your attendance is required.**

- SUBDIVISION DESIGN VARIANCE (VARIANCE FROM MINIMUM STANDARDS OF THE DEVELOPMENT PROCESS MANUAL)**
- SIDEWALK DESIGN VARIANCE**
- SIDEWALK WAIVER**
- Scale drawing showing the proposed variance or waiver (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the variance or waiver
 - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

- TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**
- EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**
- Drawing showing the sidewalks subject to the proposed deferral or extension (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the deferral or extension
 - Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

- VACATION OF PRIVATE EASEMENT**
- The complete document which created the private easement (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. These actions are not approved through internal routing.
 - Scale drawing showing the easement to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) 6 copies
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the vacation
 - Letter of authorization from the grantors and the beneficiaries
 - Fee (see schedule)
 - Any original and/or related file numbers are listed on the cover application
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire. DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

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

Joseph D. Montano
Applicant name (print)

Joseph D. Montano 12/15/03
Applicant signature / date



Form revised April 2003

- Checklists complete
 - Fees collected
 - Case #s assigned
 - Related #s listed
- Application case numbers
03DRB- _____ - 02112

JM 12/16/03
Planner signature / date

Project # 1003141

SIGN POSTING AGREEMENT

REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or Subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproof signs are provided at the time of application. If the application is mailed, you must still stop at the Development Services Front Counter to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Development Services Front Counter at a charge of \$3.50 each.

1. LOCATION

- A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
- B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be at least two feet from the ground.
- C. No barrier shall prevent a person from coming within five feet of the sign to read it.

2. NUMBER

- A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
- B. If the land does not abut a public street, then, in addition to a sign placed on the property, a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

3. PHYSICAL POSTING

- A. A heavy stake with two crossbars or a full plywood backing works best to keep the sign in place, especially during high winds.
- B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

4. TIME

Signs must be posted from 30 Dec 2003 To JAN 14 2004

5. REMOVAL

- A. The sign is not to be removed before the initial hearing on the request.
- B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Development Services Front Counter Staff. I understand (A) my obligation to keep the sign(s) posted for (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.

Joseph D Mantano
(Applicant or Agent)

12/16/03
(Date)

I issued 2 signs for this application, 12/16/03,
(Date)

JM
(Staff Member)

03DRB - 02112

DRB PROJECT NUMBER: 1003141



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmgs@swcp.com

December 15, 2003

Ms. Sheran Matson, Chair
Development Review Board
City of Albuquerque
600 2nd Street SW
Albuquerque, NM 87103

Re: VACATION OF MILES ROAD

Dear Ms. Matson:

This letter is to request vacation of the public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard. The subject right-of-way has been leased to On Time Park and Fly since December 17, 1999. The lease agreement is subject to renewal every two years, the next renewal period will be coming up soon.

It is our understanding, that the City is willing to vacate the right-of-way for Miles Road. As part of the lease agreement, that upon vacation the applicant has the right of first refusal to purchase the premises for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00).

The lease agreement stipulates:

"23. SALE OF PREMISES. If the City vacates the Premises during the Initial Term or the Extended Term and if the City decides to sell the Premises, then the Permittee, as the sole adjoining property owner to the Premises, shall have the right of first refusal to purchase the Premises, subject to the reservation by the City of any easements for itself or for others and subject to any other conditions to the sale of the Premises imposed by the City's Development Review Board, for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00). The sale shall be AS IS, without warranty of title or of the environmental condition of the Premises. Title shall be conveyed by statutory form quitclaim deed. The City shall not be obligated to provide any proof of title to the Premises."

The previous owner requested vacation of the same right-of-way. V-93-4; DRB-93-8 "was denied based on the access control limitations on Gibson Boulevard SE and the need for direct access to Yale Boulevard for adjacent IP and commercially zoned parcels. Which in conjunction with opposition from the owners of the adjacent parcels constitutes convincing evidence that a substantial property right would be abridged against the will of the owner of the right."

Conditions have changed since the 1993 vacation request. They include:

- *Direct access to Gibson Boulevard was granted in the proximity of the intersection of Miles Road & Buena Vista Drive. This gave the interior lots a more direct access connection to a principal arterial.*
- *Miles Road was not extended westerly to connect with University Boulevard as was anticipated. Thus introduction of greater traffic volumes will be limited as will the type of land development.*
- *This segment of Miles road has been closed for many years and all adjacent developments have provided adequate access to their sites from other facilities in the immediate proximity.*

MILES ROAD VACATION REQUEST
DECEMBER 8, 2003
PAGE TWO

It is the applicant intention to incorporate the vacated right-of-way into the adjacent properties owned by the applicant. A replat of the commonly owned adjacent properties will follow.

Utilities ... *Utility easements will be granted for existing on-premise lines or services.*

Transportation ... *Public access will be prohibited.*

Drainage ... *Appropriate drainage easements will be granted for historic flows.*

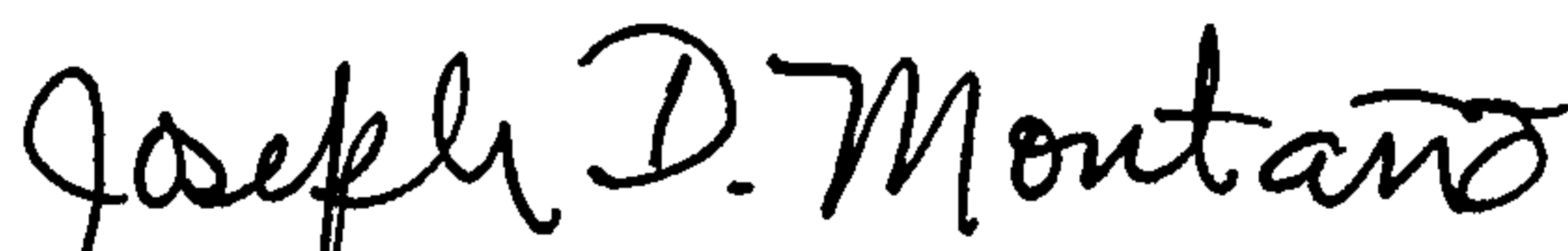
Zoning ... *Zoning identical to the adjacent property is anticipated.*

The vacation of this public right-of-way will allow the applicant an opportunity to enhance the overall property and create a unified development site.

The DRB's consideration on this matter is greatly appreciated and we look forward to your favorable response. Please contact me at 828-2200 if you need further information regarding the proposed action.

Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.



Joseph D. Montano
Senior Planner

MILES ROAD
VACATION REQUEST
Legal Descriptions, UPCs & Case Histories
(Zone Atlas Map M-15-Z)

The legal descriptions, UPC's and case histories for parcels involved in the zone change request are as follows:

<u>PARCEL / CASE #</u>	<u>LEGAL DESCRIPTION</u>	<u>Uniform Property Code (UPC)</u>	<u>ACRES</u>
City of Albuquerque (Owner)			
Miles Road	A tract of land described as the Miles Road SE right-of-way lying between the easterly right-of-way line of Buena Vista Drive SE and the westerly right-of-way line of Yale Boulevard SE and comprising approximately 68,000 square feet.	N/A	1.56
Total			1.56

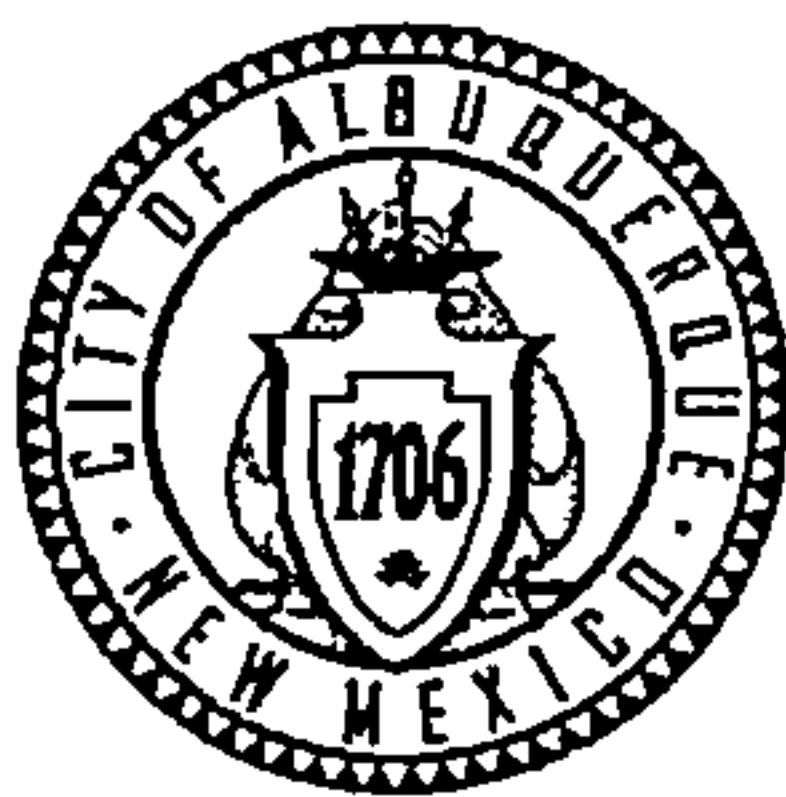
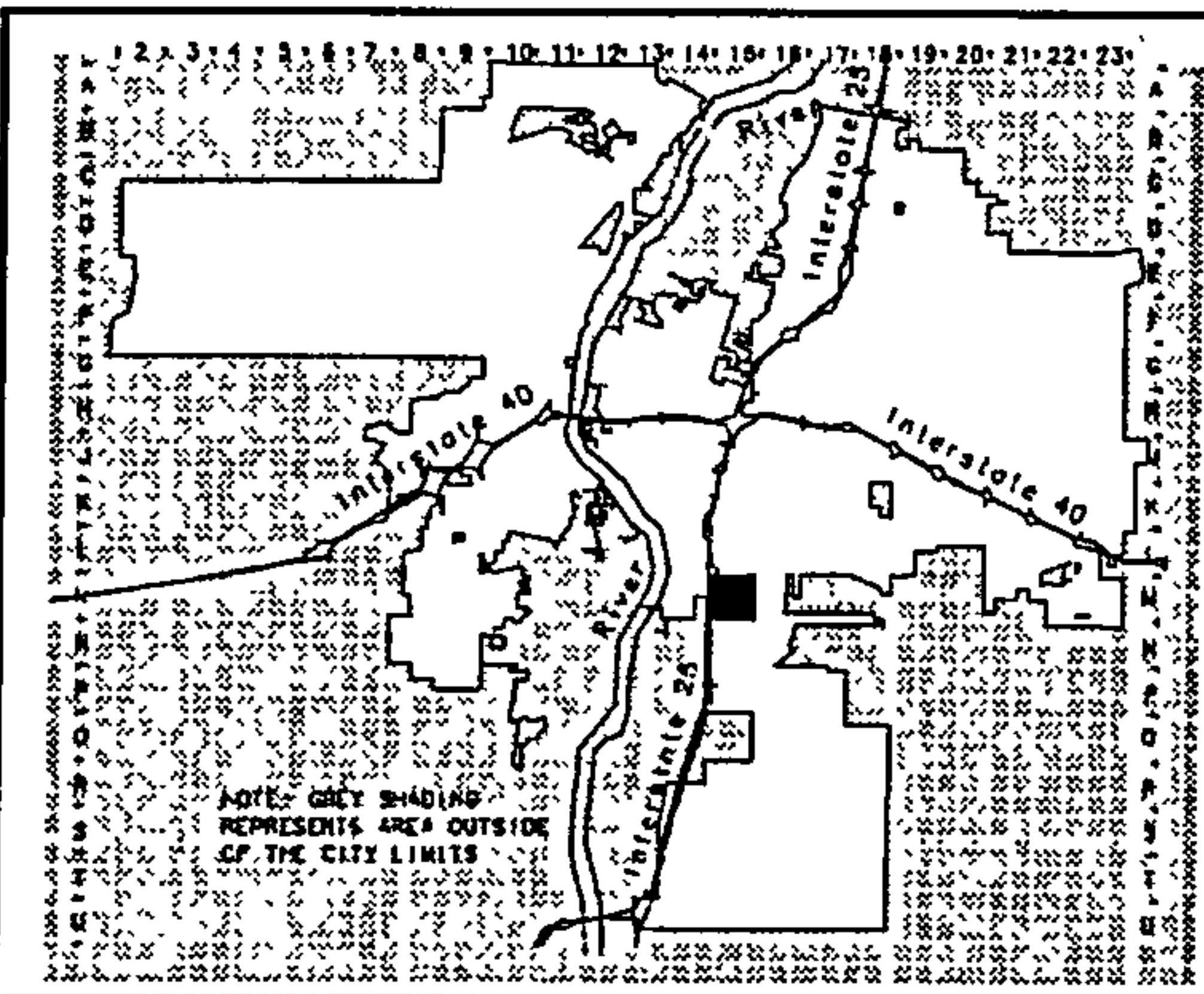
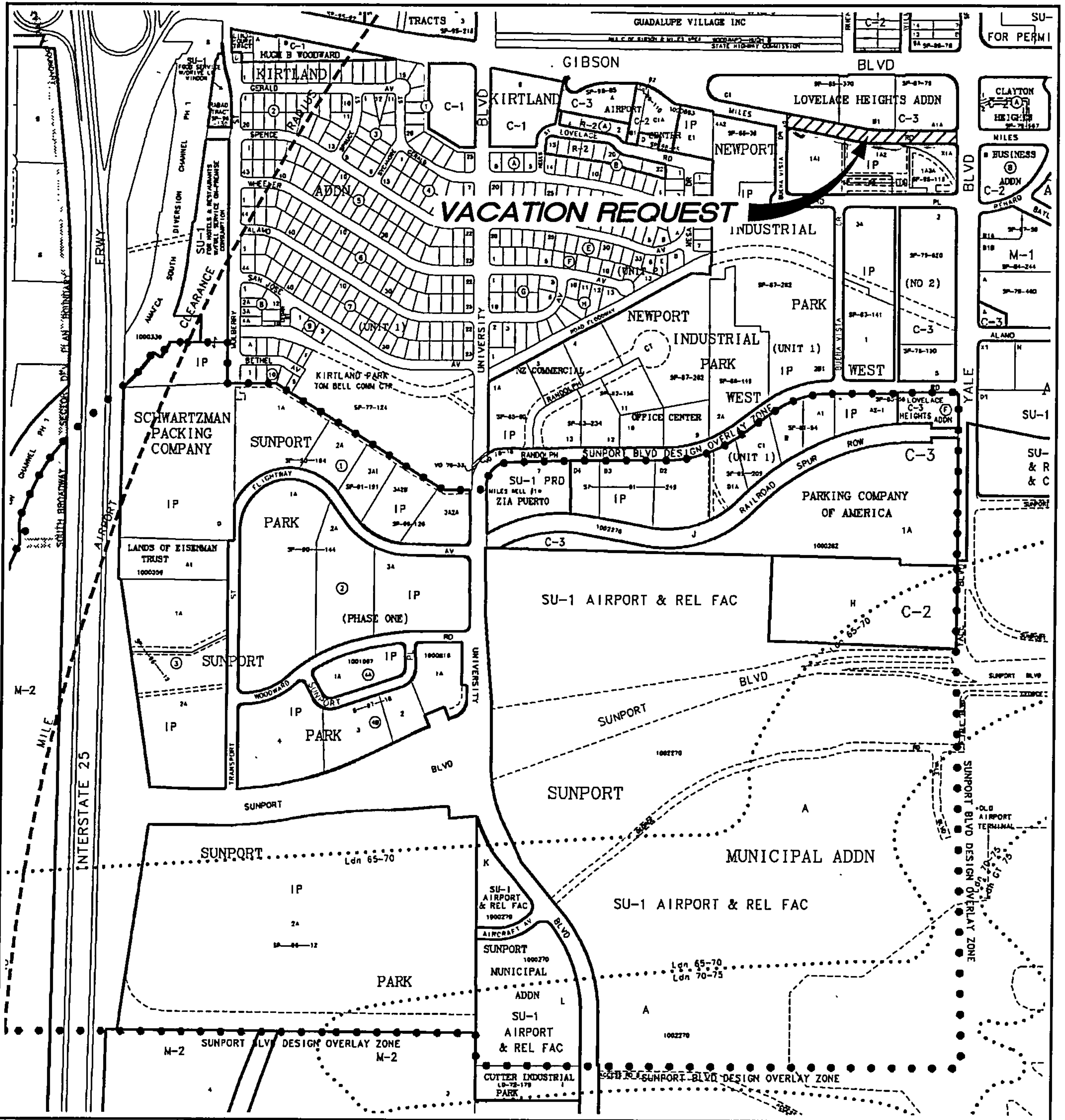
PRE-APPLICATION INFORMATION:
None

PROPOSED DEVELOPMENT:
The anticipated land uses are to formally incorporate area into the existing parking facility while retaining an easement for the existing underground utilities.

CASE HISTORY:
Lot A has no recent activity regarding land division or land use matters. There are several historic actions in the general area. They are as follows:

- Project Numbers:*
1000412
00134; 00444 - Admin. Amendment for Covered Parking.
- Case Numbers:*
DRB-99-171; V-99-59
Z-93-8; V-93-4
V-95-18; V-88-96; V-88-96

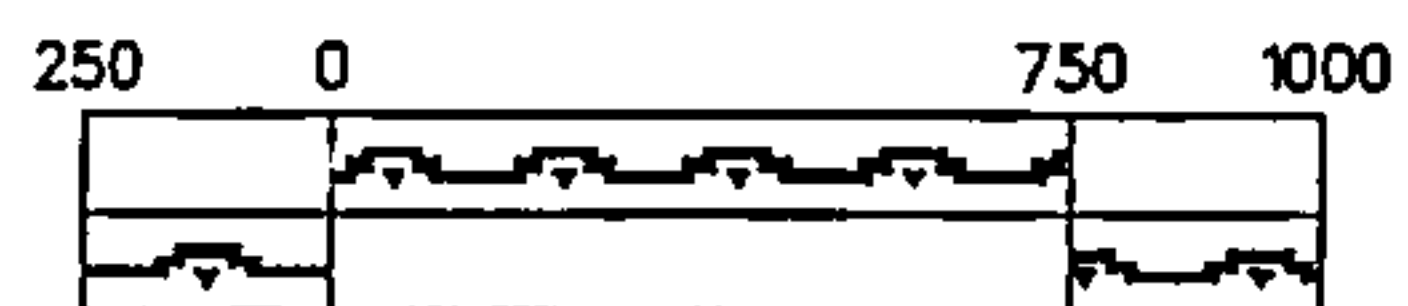
MILES ROAD SE VACATION REQUEST



Albuquerque Geographic Information System
PLANNING DEPARTMENT

© Copyright 2003

GRAPHIC SCALE IN FEET



Zone Atlas Page

M-15-Z

Map Amended through November 01, 2003

PERMIT FOR SURFACE PARKING

AGREEMENT ("Agreement") between R & R AIRPORT PARKING, INC. dba ON TIME PARK AND FLY ("Permittee") and the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("City").

1. SURFACE PARKING PERMIT.

A. The right-of-way for Miles Road SE ("Premises") which is depicted on EXHIBIT A attached to this Agreement and which adjoins property owned by the Permittee, is not currently used for vehicular traffic. Pursuant to Section 5-1-2, Albuquerque R.O. 1994, the City hereby grants to Permittee the right to use the Miles Road ROW for surface parking and the right to permit the officers, employees, agents, invitees and patrons of the Permittee to use the Miles Road ROW for surface parking.

B. This Agreement and the parking rights granted by this Agreement shall be subject and subordinate to the right of the City and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct public utilities in, under, across and upon the Premises and to all easements and licenses now or hereafter granted by the City to third parties in the Premises.

2. TERM OF AGREEMENT. The term ("Initial Term") of this Agreement shall be two (2) years, commencing on the execution of this Agreement by the Chief Administrative Officer of the City.

3. EXTENDED TERM.

A. The Term may be extended for a period of two (2) years ("Extended Term") upon the following terms and conditions:

(1) The City, through its Chief Administrative Officer, consents in writing to the Extended Term at least thirty (30) days prior to the commencement of the Extended Term. If the Chief Administrative Officer fails to consent in writing to the Extended Term at least thirty (30) days prior to the expiration of the Initial Term, the City shall be deemed to have refused to consent to extend the term of this Agreement;

(2) The City may, without cause, refuse to grant the Extended Term and thereby to absolutely terminate this Agreement as to the Extended Terms;

(3) Permittee is not in default in the performance of any term, condition or covenant of this Agreement to be performed by Permittee; and

(4) The Extended Term shall be on the same terms, covenants and conditions as are provided in this Agreement.

B. Permittee may request that the term of this Agreement be extended as follows:

(1) At least sixty (60) days prior to the expiration of the Initial Term, Permittee shall notify the City in writing that Permittee wishes to extend the term of this Agreement.

(2) If Permittee fails to timely request any extension, this Agreement shall terminate absolutely upon the expiration of the Initial Term.

4. RENT.

A. As rent for the use of the Premises, Permittee shall pay to the City the sum of One Thousand Five Hundred Dollars (\$1,500.00) monthly. Rent shall be payable in advance, without notice or demand, on the first day of the Initial Term and thereafter on the first day of each month during the Initial Term or Extended Term.

B. All rent shall be paid to the Treasurer of the City of Albuquerque, One Civic Center, P.O. Box 1293, Albuquerque, New Mexico 87103, or at such other place as the City may designate from time to time for this purpose.

5. QUIET ENJOYMENT. Upon the performance of all terms, conditions and covenants of this Agreement which Permittee is required to perform, Permittee shall at all times during the Initial Term and the Extended Term, peaceably and quietly enjoy the Premises without any disturbance from the City.

6. USE OF THE PREMISES.

A. Permittee shall:

(1) use the Premises as and only for the purposes of a surface parking area;

(2) provide for all lighting, surfacing, drainage for the Premises;

(3) maintain the Premises in good order and repair and in a safe, sanitary and operable condition; and

(4) comply with all applicable federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting the Premises or any activity or condition on or in the Premises.

B. Permittee shall not:

(1) modify, change or alter the Premises or any improvements on the Premises without the prior written consent of the City;

(2) use the Premises for outdoor storage of any property;

(3) use or occupy or permit the Premises or any improvements located thereon to be used or occupied for any unlawful purpose; and

(4) use or occupy or permit the Premises or any part of the Premises or any improvements located thereon to be used or occupied, or do or permit anything to be done in or on the Premises or any improvements located thereon in any manner which will:

(a) in any way make void or voidable any insurance then in force with respect to the Premises;

(b) cause or be likely to cause structural damage to any improvements located on the Premises or any part thereof;

(c) constitute waste or a public or private nuisance; or

(d) discriminate in the use of the Premises by any person on account of that persons race, color, creed or national origin.

C. Permittee acknowledges and agrees that it has examined the Premises, the zoning designation for the Premises and easements, licenses and covenants applicable to the Premises, and has determined by its own independent evaluation that the Premises, including its surface and subsurface, is suitable and usable for the purposes, uses and activities intended by Permittee and further, Permittee acknowledges that the City has made no representation, warranty or guarantee, express or implied that:

(1) the Premises, including any improvements now or hereafter placed or located on the Premises, are now, or during the Initial Term or the Extended Term, will be suitable or usable for purposes or uses which Permittee intends to make of the Premises, or for activities which Permittee may perform on the Premises;

(2) the Premises, including any improvements now or hereafter placed or located on the Premises, may now, or during the Initial Term or the Extended Term, be lawfully used, maintained, improved or occupied for uses which Permittee intends to make of the Premises, or for activities which Permittee may perform on the Premises, or

(3) the Premises, including its surface and subsurface, is suitable or usable for the construction or maintenance of improvements of any type, kind, design or construction on the Premises.

7. IMPROVEMENTS.

A. Permittee shall not construct, erect or place any improvements on the Premises without the prior written consent of the City and the prior approval by the City of the plans and specifications for the improvements in each instance.

B. The improvements which Permittee may be authorized to place on the Premises shall be constructed, repaired, maintained and operated at Permittee's sole cost, expense and risk. All improvements shall be kept and maintained by Permittee, at its sole cost, expense and risk, in good, safe and sanitary order, condition and repair.

C. All improvements shall be constructed in compliance with any minimum standards and specifications that are prescribed by applicable statutes, ordinances or building codes.

D. Prior to the actual commencement of any construction work on the Premises for the purposes of erecting, locating or placing improvements on the Premises or of repairing or replacing, in whole or in part, any improvements (collectively, "Work"), Permittee shall:

(1) procure or cause to be procured:

(a) a policy of Owner's Protective Public Liability Insurance ("Owner's Protective Policy") with limits in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The Owner's Protective Policy will be written with the City as the named insured and will provide coverage for the City's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the Work. The Owner's Protective Policy shall be maintained during the life of the Work;

(b) all permits, if any, required to lawfully perform the Work; and

(c) if the total cost of labor and materials for the Work exceeds the sum of Five Hundred Dollars (\$500.00), a bond or other suitable financial security ("Bond") guaranteeing that all persons who furnish materials for or perform labor upon the Work shall be paid for their material or labor; and

(2) deliver a certificate of the Owner's Protective Policy to the Director, Risk Management, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103. The certificate shall provide that thirty (30) days written notice shall be given to the Director, Risk Management, before the Owner's Protective Policy is canceled, materially changed or not renewed;

(3) deliver to the Property Manager, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103 a copy of the certificate of the Owner's Protective Policy and evidence, in a form suitable to the City, that Permittee has procured the required Bond and permits.

E. Paragraph D. shall not apply to minor repairs or routine maintenance required to be performed by Permittee's employees in the normal course of their duties.

8. **SUBLETTING.** Except as expressly provided in this Agreement, Permittee shall not rent or sublet the whole or any part of the Premises without the City's prior written consent. A consent to rental or sublease shall not be deemed to be a consent of any subsequent rental or sublease. The rental or making of any sublease shall not release Permittee from, or otherwise affect in any manner, any of Permittee's obligations under this Agreement. Each rental and sublease shall be subject and subordinate to the rights of the City under this Agreement and to any amendment or modification of this Agreement. Any rental or sublease without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

9. **ASSIGNMENT.** Permittee shall not assign, transfer, or grant security interests in this Agreement or any interest in the Agreement, without the prior written consent of the City. A consent to an assignment shall not be deemed to be a consent to any subsequent assignment or transfer. Any assignment without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

10. **REPAIRS AND MAINTENANCE.** Permittee shall, at its sole cost, expense and risk, keep and maintain the Premises, and any improvements located thereon, including sidewalks adjacent thereto, in good order, condition and repair, free of snow and ice, and generally in a clean and safe condition. All repairs and replacements shall be made promptly as and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.

11. LIENS.

A. Permittee shall defend, indemnify and hold harmless the City against any mechanic's, materialmen's or other lien arising out of the making of any alteration, addition, repair, or improvement by Permittee.

B. Permittee shall not permit any mechanic's, materialmen's or other lien to stand against the Premises for work or material furnished to Permittee or to its contractors. Permittee shall, however, have the right to contest the validity of any lien or claim if Permittee first posts a bond or other security to insure that upon final determination of the validity of the lien or claim, Permittee shall immediately pay any judgment rendered against Permittee with all proper costs and charges and shall have the lien release without cost to the City.

C. Permittee shall give the City written notice not less than ten (10) days prior to the commencement of any alteration, repair, addition or improvement so that the City may post notices of disclaimer.

12. TAXES AND ASSESSMENTS. Permittee shall pay all taxes and assessments that may now or during the Initial Term or the Extended Term be imposed on its Agreementhold interest or on any improvements on the Premises, promptly as they become due and payable.

13. CITY'S RIGHT OF ENTRY. The City, its employees and representatives, shall have the right to enter the Premises and any improvement on the Premises at reasonable times for the purpose of inspecting the Premises and improvements.

14. CITY USE OF PREMISES. If the City determines, in the sole and absolute discretion of the City, that the City requires the use of the Premises or any part of the Premises, either temporarily or permanently, the City may, after giving Permittee ninety (90) days advance written notice, either suspend Permittee's rights under this Agreement to use the Premises or part of the Premises or terminate this Agreement as to all of the Premises or as to part of the Premises. If this Agreement is suspended or partially suspended, rent shall abate during the period of suspension. The period of suspension shall not extend the term or expiration date of this Agreement. If this Agreement is terminated or partially terminated, rent shall abate to the date of termination. The City shall pay to the Permittee the amount of the abatement of Rent, if any, that has been paid in advance, within sixty (60) days after the effective date of the suspension or termination. The City shall not be liable to Permittee for any monetary damages or losses sustained by Permittee because of Permittee's inability to use the Premises or part of the Premises during any suspension period or because of the termination or a partial termination of this Agreement.

15. TERMINATION BY CITY.

A. In addition to any other remedy provided by law or in this Agreement, the City may terminate this Agreement, without cause and in the absolute discretion of the City, effective one hundred eighty (180) days after the date of the City gives the Permittee written notice of termination.

B. In addition to any other remedy provided by law or in this Agreement, the City may terminate this Agreement, effective ten (10) days after the date of the City gives the Permittee written notice of termination, in any of the following circumstances:

(1) if Permittee is in default in the payment of rent and if the Permittee does not cure the default within ten (10) days after notice;

(2) if the Permittee is in default in the performance of any other term, condition or covenant of this Agreement, and if the Permittee does not cure the default within thirty (30) days after notice, or, if the default is of such nature that it cannot be cured completely within the thirty (30) day period and if the Permittee does not proceed with reasonable diligence and in good faith within the thirty (30) day period to remedy the default;

(3) if Permittee is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act or if a permanent receiver or trustee in bankruptcy is appointed for Permittee's property and the appointment is not vacated within sixty (60) days;

(4) if this Agreement is assigned or transferred or the Premises sublet, other than in accordance with the terms of this Agreement, and the default is not cured within fifteen (15) days after notice;

(5) if Permittee fails to furnish a certificate of insurance or evidence of bond or financial guarantee within the time required by this Agreement.

16. EFFECT OF TERMINATION OR EXPIRATION.

A. Upon the expiration or sooner termination of this Agreement, Permittee shall have no further right or interest in the Premises.

B. The surrender of this Agreement by Permittee, mutual cancellation of this Agreement, or termination of this Agreement shall, at the option of the City, terminate all or any existing subleases or may, at the option of the City, operate as an assignment to the City of any and all subleases.

C. At the expiration or sooner termination of this Agreement,

Permittee shall remove Permittee's property from the Premises; remove any improvements placed on the Premises by the Permittee, unless the City consents in writing that the improvements may remain on the Premises; and restore, if necessary, and surrender the Premises to the City in as good condition as it was in at the beginning of the term, reasonable use, wear and tear excepted. Any improvements that are placed on the Premises by Permittee and that are not removed from the Premises pursuant to the consent of the City shall become and be the property of the City upon the expiration or termination of this Agreement.

17. **UTILITY SERVICES.** The City shall not be obligated to provide to the Premises any utility services, including, but not limited to, electricity, light and security services.

18. **INDEMNITY.** Permittee agrees to defend, indemnify and save harmless the City, its councilors, officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death, or damage received or sustained by any person, persons or property arising out of Permittee's or Permittee's invitees, agents, officers, employees, contractors, subtenants and sublessees use of or activities on the Premises or any improvements on the Premises; or arising out of any condition of the Premises or improvements on the Premises caused by or under the control of Permittee; or by reason of any act or omission, neglect or misconduct of Permittee or of Permittee's agents, contractors, employees, invitees, subtenants or sublessees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

19. **LIMITATION OF INDEMNIFICATION.**

A. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to the indemnity agreements contained in this Agreement, the indemnity agreements will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, or the agents or employees of the City, whether such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

B. Permittee is not required to indemnify the City for the negligence or intentional acts, errors, or omissions of the City or of its employees or agents.

20. **INSURANCE.** During the term and any extended term of this Agreement, the Permittee shall procure and maintain, at its expense, insurance in the kinds and amounts hereinafter provided with an insurance company authorized

to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by Permittee or its agents. Before entering upon the Premises, Permittee shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that Permittee has complied with this provision. All certificates of insurance shall provide that thirty (30) days written notice be given to the Director, Risk Management, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies. Kinds and amounts of insurance required are as follows:

A. Comprehensive General Liability Insurance: Comprehensive general liability insurance policy with liability limits in amounts no less than One Million Dollars (\$1,000,000.00) single limit of liability for bodily injury, including death, and property damage in any one occurrence.

The policies of insurance must include coverage for all operations performed by the Permittee and contractual liability coverage which shall specifically insure the hold harmless provisions of this Agreement. The City shall be named an additional insured.

B. Workmen's Compensation Insurance: If required by New Mexico law, workmen's compensation insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of New Mexico.

21. PERMITTEE'S PROPERTY. All property and improvements of Permittee which may be placed in or upon the Premises shall be done at the sole risk of Permittee. The City shall not be liable for any damage to property or improvements of Permittee on the Premises arising from, or for any damage to the property caused by fire, water, flood, wind, vandalism, theft, larceny or burglary.

22. SIGNS. Permittee shall not place, locate or erect any signs or billboards on the Premises without the prior written consent of the City in each instance.

23. SALE OF PREMISES. If the City vacates the Premises during the Initial Term or the Extended Term and if the City decides to sell the Premises, then the Permittee, as the sole adjoining property owner to the Premises, shall have the right of first refusal to purchase the Premises, subject to the reservation by the City of any easements for itself or for others and subject to any other conditions to the sale of the Premises imposed by the City's Development Review Board, for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00). The sale shall be AS IS, without warranty of title or of the environmental condition of the Premises. Title shall be conveyed by statutory form quitclaim deed. The City shall not be obligated to provide any proof of title to the Premises.

24. **WAIVER OF DEFAULT.** No failure by either party to insist upon the strict performance of any term, condition or covenant of this Agreement or to exercise any right or remedy available on the breach thereof, and no acceptance by the City of full or partial rent during the continuance of any breach shall constitute a waiver of any breach or of any term, condition or covenant. No obligation of this Agreement which either party is required to perform and no breach thereof, shall be waived, altered or modified, except by written instrument executed by the waivering party.

25. **NOTICES.** All notices or payments required by this Agreement to be given any party shall be deemed to have been fully delivered, given, made or sent when made in writing and deposited in the United States mail, certified, with postage prepaid thereon, and addressed to the following unless either the City or Permittee change their respective address by giving written notice of such change to the other:

(1) Notice to Permittee:

On Time Park and Fly
2121 YALE BLVD S.E.
ALBUQ, N.M. 87106
Attn: REX WILSON

(2) Notice to the City:

City of Albuquerque
One Civic Plaza, 11th Floor
P.O. Box 1293
Albuquerque, New Mexico 87103
Attn: Chief Administrative Officer

Copy to:

Property Manager
City of Albuquerque
One Civic Plaza, 11th Floor
P.O. Box 1293
Albuquerque, New Mexico 87103

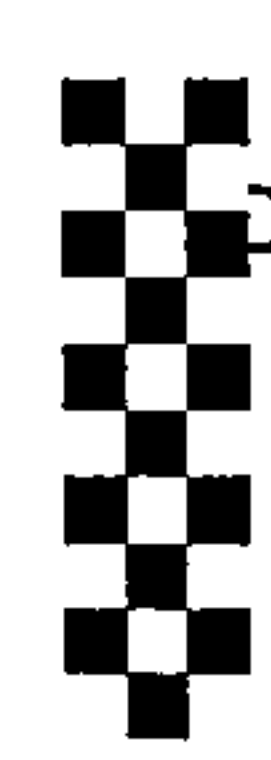
26. **BINDING EFFECT AND EFFECTIVE DATE.** This Agreement is subject to signature by the Chief Administrative Officer. This Agreement shall not be binding upon the parties until signed by the Chief Administrative Officer. Upon signature by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, subtenants and subpermittees. The effective

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Dec 17th, 1999, by
Rex Wilson, President of On Time Park and Fly.

Ryland Garcia
Notary Public

My Commission Expires:
3-17-2001



City of Albuquerque

PLEASE NOTE: The Neighborhood Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office. It is your responsibility to provide current information – outdated information may result in a deferral of your case.

Date: December 16, 2003

TO CONTACT NAME: Beth Gonzales
 COMPANY/AGENCY: Mark Gaddum & ASSOC
 ADDRESS/ZIP: PO Box 90606 / 87199
 PHONE/FAX #: 878 - 2200 / 97 - 9539

Thank you for your inquiry of 12-16-03 (date) requesting the names of Recognized

Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at a tract of land described as the Mills Rd SE R.O.W lying between the easterly right of way line of zone map page(s) M-15 Buena Vista Dr SE and the westerly R.O.W line of Yale Blvd. SE

Our records indicate that the Recognized Neighborhood Association(s) affected by this proposal and the contact names are as follows:

Kirkland Community
 Neighborhood Association
 Contact: Vincent Batty
1924 Sunshine Terrace SE
842-1780 (H) 87106
Bollie Williams
1401 Alamo SE
242-6476 (H) 87106

Yale Village
 Neighborhood Association
 Contact: Joseph B. Valentine
2126 Cornell Dr SE
247-1137 (H) 87106
Robin Berry
2123 Cornell Dr SE
247-2780 (H) 87106

See reverse side for additional Neighborhood Association Information: YES { } NO { }

Please note that according to O-92 you are required to notify each of these contact persons by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BEFORE** the Planning Department will accept your application filing. **IMPORTANT! FAILURE OF ADEQUATE NOTIFICATION MAY RESULT IN YOUR APPLICATION HEARING BEING DEFERRED FOR 30 DAYS.** If you have any questions about the information provided, please contact our office at (505) 924-3914 or by fax at 924-3913.

Sincerely,
Dalana S. Carranza
 OFFICE OF COMMUNITY AND NEIGHBORHOOD COORDINATION

Attention: Both contacts per neighborhood association need to be notified.



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmg@swcp.com

December 16, 2003

Mr. Joseph B. Valentine
Yale Village N. A.
2126 Cornell Drive SE
Albuquerque, NM 87106

Ms. Robin Berry
Yale Village N. A.
2123 Cornell Drive SE
Albuquerque, NM 87106

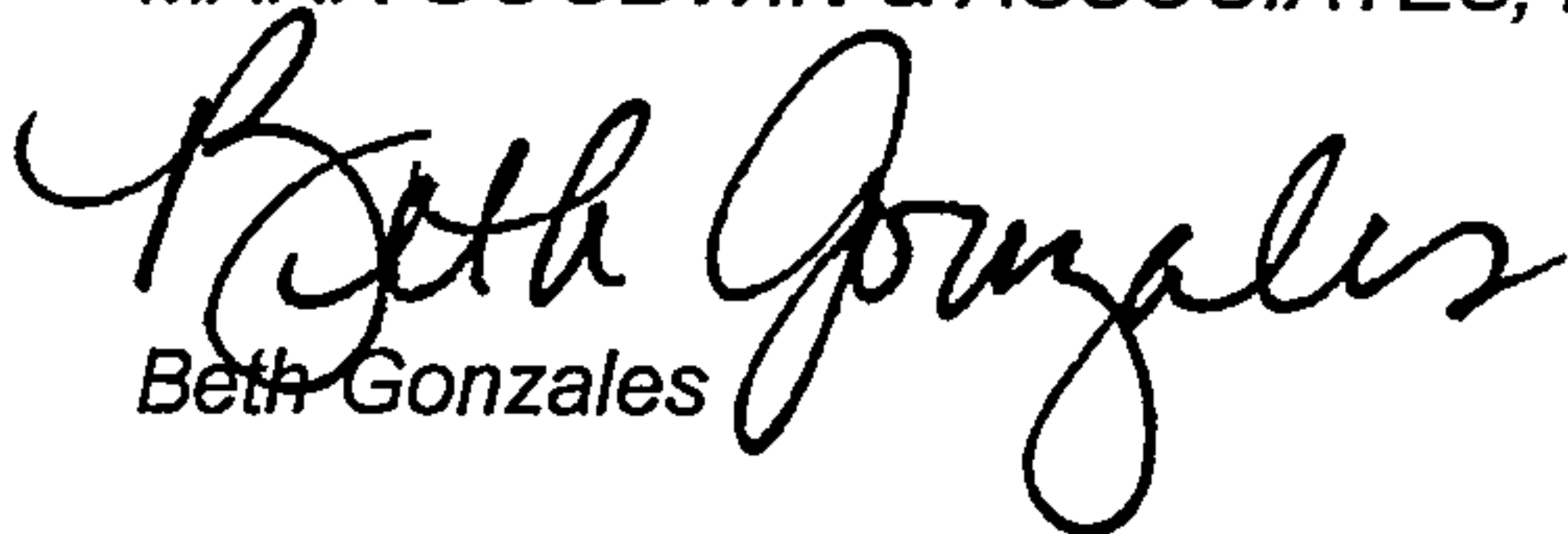
Re: Miles Road SE

Dear Mr. Valentine and Ms. Berry:

Enclosed please find a copy of the DRB application for the referenced project. The anticipated date to be heard is January 14, 2004. Please contact Joe David Montano of our office if you have any questions or concerns.

Sincerely,

MARK GOODWIN & ASSOCIATES, PA


Beth Gonzales

JDM/bg

Enclosure



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmg@swcp.com

December 16, 2003

Mr. Vincent Baty
Kirtland Community N.A.
1924 Sunshine Terrace SE
Albuquerque, NM 87106

Ms. Zollie Williams
Kirtland Community N. A.
1401 Alamo SE
Albuquerque, NM 87106

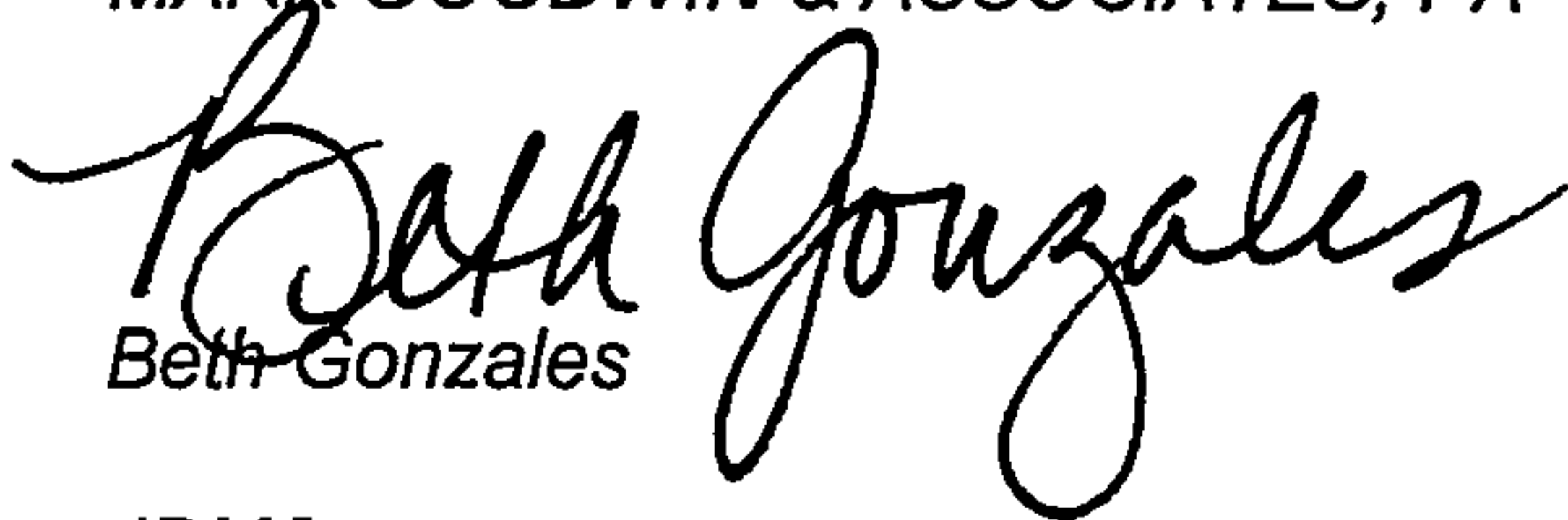
Re: Miles Road SE

Dear Mr. Baty and Ms. Zollie Williams:

Enclosed please find a copy of the DRB application for the referenced project. The anticipated date to be heard is January 14, 2004. Please contact Joe David Montano of our office if you have any questions or concerns.

Sincerely,

MARK GOODWIN & ASSOCIATES, PA


Beth Gonzales

JDM/bg

Enclosure

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Robert Berry
 2123 Cornell Drive SE
 Albuquerque NM
 87106

2. Article Number (Transfer from service) **7002 0860 0003 3249 0549**

PS Form 3811, August 2001

Miles Rd - JDM

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Joseph Valentini
 2126 Cornell Dr SE
 Albuquerque, NM
 87106

2. Article Number (Transfer from service label) **7002 0860 0003 3253 4762**

PS Form 3811, August 2001

Miles Rd - JDM

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7002 0860 0003 3253 4762
7002 0860 0003 3253 4762

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Joseph Valente
 Street, Apt. No.; or PO Box No. 2126 Cornell Dr. SE
 City, State, ZIP+4 Albuquerque, NM 87106
 PS Form 3800, April 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7002 0860 0003 3253 4786
7002 0860 0003 3253 4786

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Zollie Williams
 Street, Apt. No.; or PO Box No. 1401 Alamo SE
 City, State, ZIP+4 Albuquerque, NM 87106
 PS Form 3800, April 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7002 0860 0003 3249 0549
7002 0860 0003 3249 0549

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Robin Berry
 Street, Apt. No.; or PO Box No. 2123 Cornell Drive SE
 City, State, ZIP+4 Albuquerque, NM 87106
 PS Form 3800, April 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7002 0860 0003 3253 4779
7002 0860 0003 3253 4779

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Vincent Batz
 Street, Apt. No.; or PO Box No. 1924 Sunshine Terrace SE
 City, State, ZIP+4 Albuquerque, NM 87106
 PS Form 3800, April 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Zollie Williams
1401 Alamo SE
Albuquerque, NM
87106

2. Article Number

(Transfer from ser

7002 0860 0003 3253 4786

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Miles Rd - JDM

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Vincent Batz
1924 Sunshine Terrace SE
Albuquerque, NM
87106

2. Article Number

(Transfer from service

7002 0860 0003 3253 4779

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

Miles Rd - JDM

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

ONE STOP SHOP ••• FRONT COUNTER
City of Albuquerque • Planning Department

DEVELOPMENT & BUILDING SERVICES (D&B Svcs)
LAND DEVELOPMENT COORDINATION SECTION (LDC)
Plaza Del Sol - 2nd & 4th Floor West - 600 2nd St NW 87102
Front Counter Main Number (505) 924-3858 or 924-3895
Main Fax (505) 924-3864

PAID RECEIPT

APPLICANT NAME

On Time Park + Fly

AGENT

MGA

ADDRESS

PROJECT NO.

APPLICATION NO.

\$ 300 441006 / 4983000 (DRB Cases)

\$ _____ 441006 / 4971000 (EPC & AA / LUCC / Appeals)

\$ 75 441018 / 4971000 (Notification)

\$ 375 Total amount due

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS ALTERATION RESISTANT

R & R ROADRUNNER PARKING, INC

2121 YALE SE
ALBUQUERQUE, NM 87106
(505) 822-5562

SUNRISE BANK OF ALBUQUERQUE
225 GOLD SW.
ALBUQUERQUE, NM 87102

95-673
1070

1752

12/15/2003

PAY TO THE ORDER OF City of Albuquerque

**375.00
\$

Three Hundred Seventy-Five and 00/100*****

DOLLARS

City of Albuquerque
PO Box 1313
Albuquerque, NM 87103

Handwritten Signature

AUTHORIZED SIGNATURE

DUPLICATE

DUPLICATE



MEMO

⑈001752⑈ ⑈107006732⑈ 502003178⑈

12/16/2003 1:08PM LDC: ANNX
RECEIPT# 00017870 WSH 008 TRANSH 0012
Account 441006 Fund 0110
Activity 4983000 TRSTAM
Trans Amt \$375.00
J24 Misc \$300.00

12/16/2003 1:08PM LDC: ANNX
RECEIPT# 00017871 WSH 008 TRANSH 0012
Account 441018 Fund 0110
Activity 4971000 TRSTAM
Trans Amt \$375.00
J24 Misc \$375.00
CK 10/28/02 \$375.00
CHANGE \$0.00

counterreceipt.doc

Thank You

Thank You

Appeal

City of Albuquerque  **DEVELOPMENT PLAN REVIEW APPLICATION**

SUBDIVISION	Supplemental form S	Supplemental form Z
<input type="checkbox"/> Major Subdivision action		ZONING & PLANNING
<input type="checkbox"/> Minor Subdivision action		<input type="checkbox"/> Annexation
<input type="checkbox"/> Vacation	V	<input type="checkbox"/> County Submittal
<input type="checkbox"/> Variance (Non-Zoning)		<input type="checkbox"/> EPC Submittal
SITE DEVELOPMENT PLAN	P	<input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)
<input type="checkbox"/> ...for Subdivision Purposes		<input type="checkbox"/> Sector Plan (Phase I, II, III)
<input type="checkbox"/> ...for Building Permit		<input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan
<input type="checkbox"/> IP Master Development Plan		<input type="checkbox"/> Text Amendment
<input type="checkbox"/> Cert. of Appropriateness (LUCC)	L	APPEAL / PROTEST of... A
		<input checked="" type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: On-Time Park & Fly PHONE: 822-5562
 ADDRESS: 2121 Yale Boulevard SE FAX:
 CITY: Albuquerque STATE NM ZIP 87106 E-MAIL:
 Proprietary interest in site: OWNER
 AGENT (if any): Mark Goodwin & Associates, PA PHONE: 828-2200
 ADDRESS: PO Box 90606 FAX: 797-9539
 CITY: Albuquerque STATE NM ZIP 87199 E-MAIL: dmg@swcp.com

DESCRIPTION OF REQUEST: Appeal of DRB denial of vacation of public roadway right-of-way request

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

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

Lot or Tract No. Public ROW for Miles Road Block: _____ Unit: _____
 Subdiv. / Addn. _____
 Current Zoning: Public ROW Proposed zoning: C-3
 Zone Atlas page(s): M-15-Z No. of existing lots: 0 No. of proposed lots: 0
 Total area of site (acres): 1.56 Density if applicable: dwellings per gross acre: _____ dwellings per net acre: _____
 Within city limits? Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? Y
 UPC No. N/A MRGCD Map No. N/A

LOCATION OF PROPERTY BY STREETS: On or Near: Miles Road
 Between: Buena Vista Drive and Yale Boulevard

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): Project #: 1000412
Case Numbers: DRB-99-171; V-99-59; Z-93-8; V-93-4; V-95-18; V-88-96; V-88-96

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: N/A

SIGNATURE Joseph D. Montano DATE Jan. 27, 2004
 (Print) Joseph D. Montano Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 10/03

<input checked="" type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>04EPC - 00107</u>	<u>AP</u>	<u>A</u>	<u>\$190-</u>
<input checked="" type="checkbox"/> All fees have been collected		<u>CMF</u>	<u>-</u>	<u>\$50-</u>
<input checked="" type="checkbox"/> All case #s are assigned		<u>Ad fee</u>	<u>-</u>	<u>\$50-</u>
<input checked="" type="checkbox"/> AGIS copy has been sent				\$
<input checked="" type="checkbox"/> Case history #s are listed				\$
<input checked="" 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				<u>\$290-</u>

Hearing date March 11, 2004

[Signature] 1/27/04
 Planner signature / date

Project # 1003141
03DRB-02112

FORM A: APPEAL

Appeal to the Zoning Board of Appeals regarding:

DECISION OF THE ZONING HEARING EXAMINER

Appeal to the Landmarks and Urban Conservation Commission regarding:

CERTIFICATE OF APPROPRIATENESS DECISION OF THE PLANNING DIRECTOR OR STAFF

Appeal to the Environmental Planning Commission regarding:

ADMINISTRATIVE AMENDMENT OR DECISION OF THE PLANNING DIRECTOR OR STAFF

DECLARATORY RULING OF THE ZONING ENFORCEMENT OFFICER

DETERMINATION OR ACTION OF THE DEVELOPMENT REVIEW BOARD

Appeal to the City Council regarding:

DETERMINATION OR ACTION OF THE ENVIRONMENTAL PLANNING COMMISSION

ACTION OF THE ZONING BOARD OF APPEALS REGARDING AN APPEAL

DECISION OF THE LANDMARKS AND URBAN CONSERVATION COMMISSION

Project number of case being appealed; 1003141

Application number of case being appealed; 03DRB-02112

- Reason for the appeal *
- Appellant's basis of standing as an appellant *
- Letter of authorization from the appellant if this application for appeal is submitted by an agent
- Copy of the Official Notification of Decision regarding the matter being appealed
- Fee (see schedule)

* Criteria for reasonable appeals and criteria for standing as an appellant are given in *Zoning Code §14-16-4-4*. Any appeal must meet these criteria to be heard. The applicant should review these and other relevant documents carefully before preparing an application for appeal.

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

Rex P. Wilson
Applicant name (print)

[Signature]
Applicant signature / date



Form revised September 2001

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers

04EPC- _____ - 00101

_____ - _____

_____ - _____

[Signature] 1/27/04
Planner signature / date

Project # 1003141



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

JANUARY 14, 2004

7. Project # 1003141
03DRB-02112 Major-Vacation of Public Right-of-Way

MARK GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)

At the January 14, 2004, Development Review Board meeting, the vacation of public right-of-way was denied. The owner of a portion of the front footage of land abutting the proposed vacation objected to the vacation. Therefore, there was convincing evidence that a substantial property right would be abridged against the will of the owner of that right according to the subdivision ordinance.

If you wish to appeal this decision, you must do so by January 29, 2004 in the manner described below.

Appeal is to the Environmental Planning Commission. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Division form, to the Planning Division, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Sheran Matson, AICP, DRB Chair

cc: On-Time Park & Fly, 2121 Yale Blvd SE, 87106
Mark Goodwin & Associates, PA, PO Box 90606, 87199
Arlene Portillo, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

ON-TIME PARK & FLY

*2121 Yale Boulevard SE
Albuquerque, NM 87106*

January 27, 2004

*Mr. Jeffery Jesionowski, Chairman
Environmental Planning Commission
City of Albuquerque -
P.O. Box 1293
Albuquerque, New Mexico 87103*

Re: *APPEAL OF DENIAL OF VACATION OF MILES ROAD (Zone Atlas Map - M 15)*

Dear Chairman Jesionowski:

This letter is to advise you that as owners of the adjacent properties to the referenced public right-of-way, we have authorized the firm of Mark Goodwin & Associates, PA, to act on our behalf in connection with the application for appeal of the DRB denial the vacation of public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard.

Please contact me at 822-5562 if you need further information regarding the proposed action.

Sincerely,



Mr. Rex Wilson,
Managing Partner

the access control limitations on Gibson Boulevard SE and the need for direct access to Yale Boulevard for adjacent IP and commercially zoned parcels. Which in conjunction with opposition from the owners of the adjacent parcels constitutes convincing evidence that a substantial property right would be abridged against the will of the owner of the right."

Conditions have changed since the 1993 vacation request. They include:

- *Direct access to Gibson Boulevard was granted in the proximity of the intersection of Miles Road & Buena Vista Drive. This gave the interior lots a more direct access connection to a principal arterial.*
- *Miles Road was not extended westerly to connect with University Boulevard as was anticipated. Thus introduction of greater traffic volumes will be limited as will the type of land development.*
- *This segment of Miles road has been closed for many years and all adjacent developments have provided adequate access to their sites from other facilities in the immediate proximity.*

It is the applicant intention to incorporate the vacated right-of-way into the adjacent properties owned by the applicant. A replat of the commonly owned adjacent properties will follow.

Utilities ... Utility easements will be granted for existing on-premise lines or services.

Transportation ... Public access will be prohibited.

Drainage ... Appropriate drainage easements will be granted for historic flows.


Zoning ... Zoning identical to the adjacent property is anticipated.

The vacation of this public right-of-way will allow the applicant an opportunity to enhance the overall property and create a unified development site at a major gateway to the airport.

The EPC's consideration on this matter is greatly appreciated and we look forward to your favorable response. Please contact me at 828-2200 if you need further information regarding the proposed action.

Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.


Joseph D. Montaño
Senior Planner

ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME ON Time Park & FLY
AGENT Mark Goodwin & Assoc, PA
ADDRESS P.O. Box 90606
PROJECT & APP # 1003141 -
PROJECT NAME Public Row for Miles Rd

\$ 20- 469099/4916000 Conflict Management Fee

\$ 190- 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ 50- 441018/4971000 Public Notification

\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
() Major/Minor Subdivision () Site Development Plan () Bldg Permit
() Letter of Map Revision () Conditional Letter of Map Revision
() Traffic Impact Study

\$ 260- TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME On time Park & Fly
AGENT MARK Goodwin & Assoc, PA
ADDRESS P.O. Box 90606
PROJECT & APP # 1003141 04EPC-00107
PROJECT NAME Public ROW for Miles Rd.

\$ 30- 469099/4916000 Conflict Management Fee (additional)

\$ _____ 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ _____ 441018/4971000 Public Notification

\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
() Major/Minor Subdivision () Site Development Plan () Bldg Permit
() Letter of Map Revision () Conditional Letter of Map Revision
() Traffic Impact Study

\$ 30- TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

**DRB RESPONSE TO APPEAL PACKET
MILES ROAD VACATION
PROJECT # 1003141**

TABLE OF CONTENTS

1. RESPONSE TO APPEAL
2. OFFICIAL NOTICE OF DECISION
3. ZONE ATLAS SHOWING VACATION REQUEST
4. SECTION 14-14-7-2, SUBDIVISION REGULATIONS, VACATION OF PUBLIC RIGHTS OF WAY, PRIVATE WAYS AND EASEMENTS.
5. PERMIT FOR SURFACE PARKING AGREEMENT
6. DRB MINUTES FROM JANUARY 14, 2004 PUBLIC HEARING



CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION

AGENDA NUMBER:
ENVIRONMENTAL PLANNING COMMISSION
March 11, 2004

04EPC- 00107 Project # 1003141
03DRB-002112 Major-Vacation of
Public Right-of-Way

MARK GOODWIN & ASSOCIATES appeals the Development Review Board's denial of the above action(s) for all or a portion of from Yale (west) to Buena Vista, **VACATION OF MILES ROAD**, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96] (M-15)

**DEVELOPMENT REVIEW BOARD'S COMMENTS TO THE ENVIRONMENTAL
PLANNING COMMISSION March 11, 2004:**

Request Summary:

This is an appeal of the January 14, 2004, Development Review Board action denying the request for vacation of public right-of-way, listed as Application #03DRB-02112 and referenced above.

On Time Park & Fly, represented by Mark Goodwin & Associates, is the appellant.

Background/Analysis:

On Time Park & Fly currently owns the property that abuts the entire north side of a portion of Miles Road ,SE, the public right of way which is the subject of the original vacation application.

This portion of Miles Road is currently fenced off and leased by the City to On Time Park & Fly for use as surface parking only. This is stipulated in the Permit for Surface Parking Agreement signed with the City of Albuquerque.



DRB LEGAL AD FOR THE EPC HEARING 3/11/04

PLANNING DEPARTMENT CITY OF ALBUQUERQUE

LAND DEVELOPMENT COORDINATION DIVISION

04EPC- 00107 Project # 1003141
03DRB-002112 Major-Vacation of
Public Right-of-Way

MARK GOODWIN & ASSOCIATES appeals the Development Review Board's denial of the above action(s) for all or a portion from Yale (west) to Buena Vista, **VACATION OF MILES ROAD**, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96] (M-15)

Under terms of this agreement, On Time Park & Fly has right of first refusal as the "sole adjoining property" to purchase the entire portion of Miles Road covered in the lease should it ever be vacated.

At the January 14, 2004, DRB hearing on this vacation issue, Richard Chavez, an abutting property owner along the portion of Miles Road proposed for vacation, expressed his opposition. Mr. Chavez testified that, although this portion of Miles Road is now fenced off, it would be beneficial to him to open it for access. Or, he should be given the opportunity to purchase half of the right of way if it was vacated.

Mr. Chavez also stated he had owned this property at least 8 years. Assuming this is true, at the time the surface parking agreement was signed between the City and On Time Park & Fly, the agreement wording stating there was only one abutting property owner was inaccurate.

The City Subdivision Ordinance, Section 14-14-7-2, Vacation of Public Rights of Way, Private Ways and Easements:

- Allows the owner of a majority of the front footage of land abutting the proposed vacation, in this case, On Time Park & Fly, to initiate a vacation request.
- Gives DRB authority to approve the vacation of public right of way, i.e., Miles Road, only when it is determined that:
"There is a net benefit to the public welfare because the development made possible by the vacation is clearly more beneficial to the public welfare than the minor detriment resulting from the vacation; and...

There is no convincing evidence that any substantial property right is being abridged against the will of the owner the right."

In this instance, DRB determined that the development, i.e., a few rows of surface parking, made possible by the vacation was not clearly more beneficial to the public welfare than the detriment to Mr. Chavez' expectations as an abutting property owner of the right to access to his property off Miles Road. There was also evidence that a substantial property right would be abridged against the will of the owner of that right. Thus, DRB denied the vacation request.

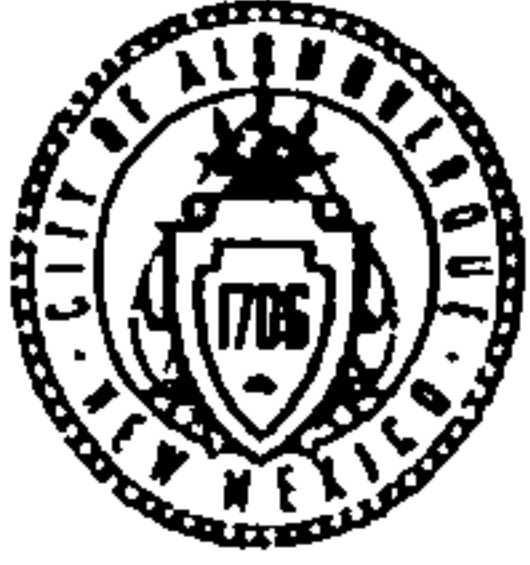
Findings:

1. The DRB, as the designated administrative body to oversee compliance with the City Subdivision Ordinance (Section 14-14-1-5), has the authority to approve or deny applications for vacation of public right of way.
2. The DRB follows the criteria set out in Section 14-14-7-2 of the Subdivision Ordinance in making this determination.

3. Mr. Richard Chavez, as a property owner of land abutting the proposed vacation, would have a substantial property right abridged against his will if this vacation was approved.
4. The development made possible by the vacation is not clearly more beneficial to the public welfare than the detriment to Mr. Chavez should the vacation be approved.

RECOMMENDATION: DENIAL OF Appeal Application 04EPC-00107, Project #1003141, Application #03DRB-002112 Major-Vacation of Public Right-of-Way, based on the preceding Summary/Findings.

Sheran Matson, AICP, Chair
Development Review Board



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

JANUARY 14, 2004

7. Project # 1003141
03DRB-02112 Major-Vacation of Public Right-of-Way

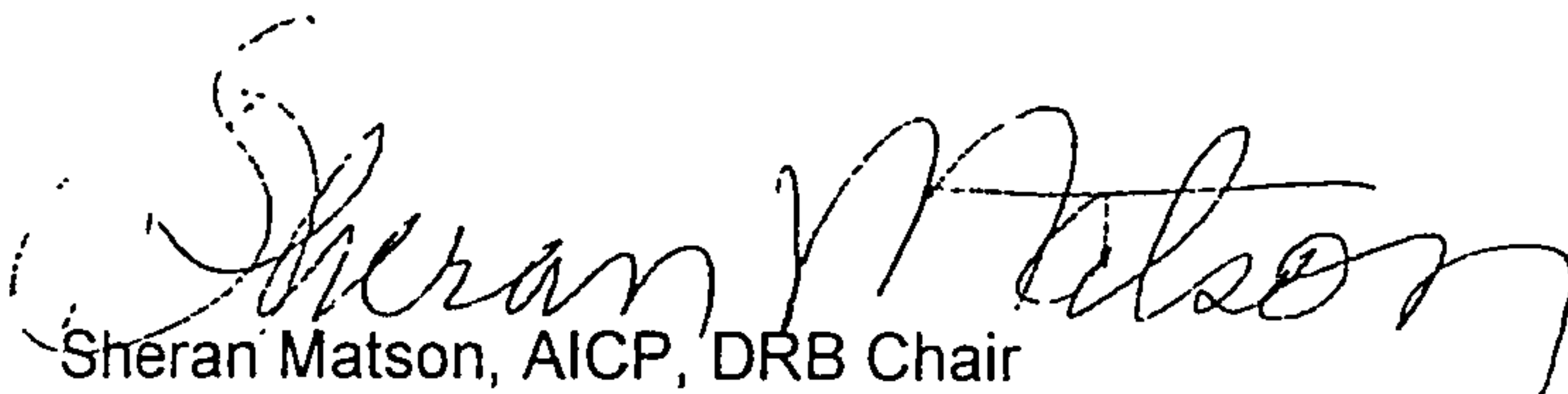
MARK GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena- Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)

At the January 14, 2004, Development Review Board meeting, the vacation of public right-of-way was denied. The owner of a portion of the front footage of land abutting the proposed vacation objected to the vacation. Therefore, there was convincing evidence that a substantial property right would be abridged against the will of the owner of that right according to the subdivision ordinance.

If you wish to appeal this decision, you must do so by January 29, 2004 in the manner described below.

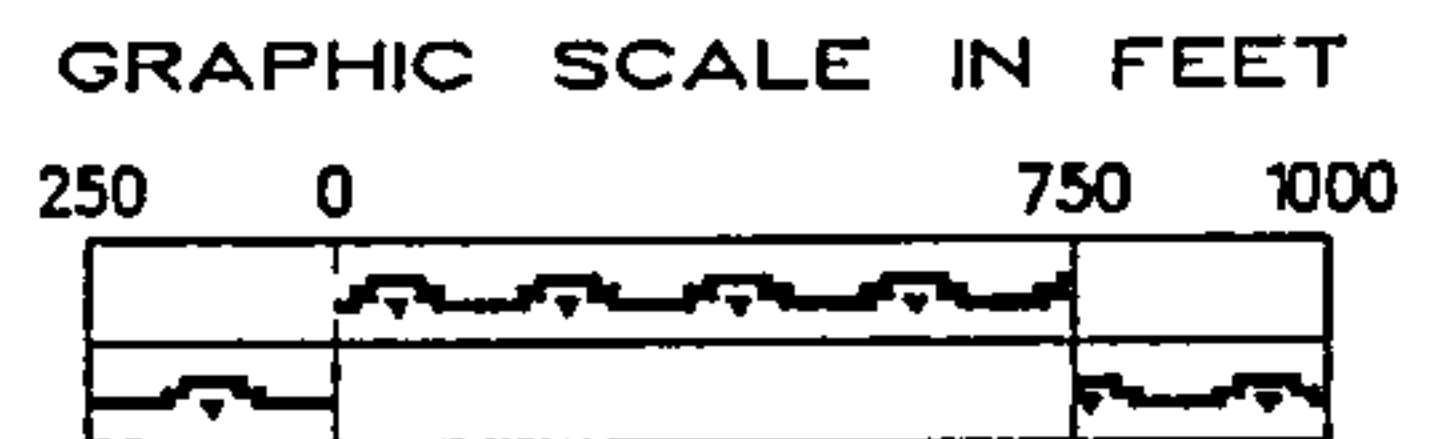
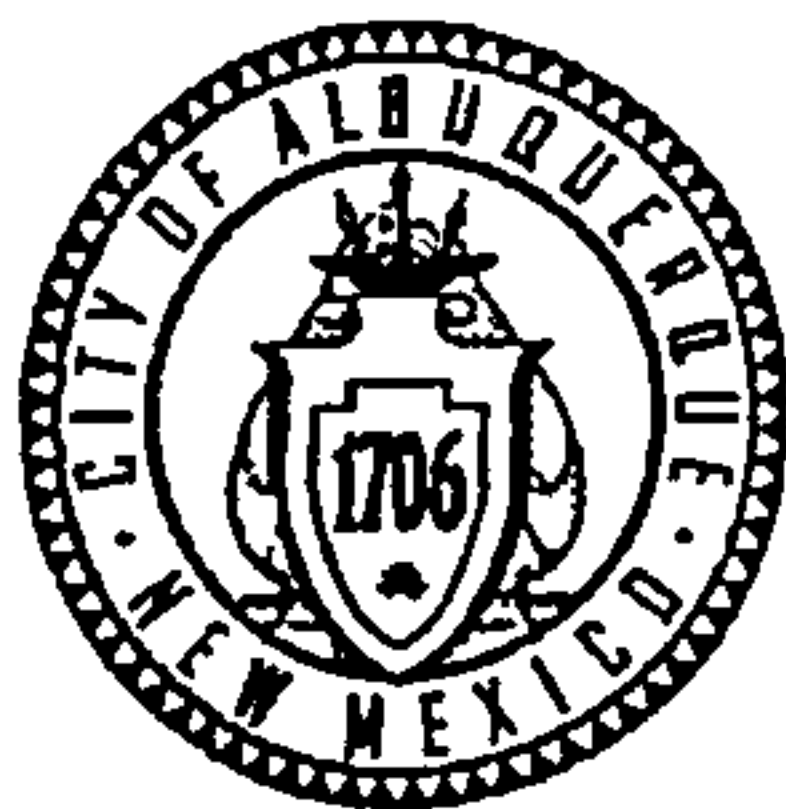
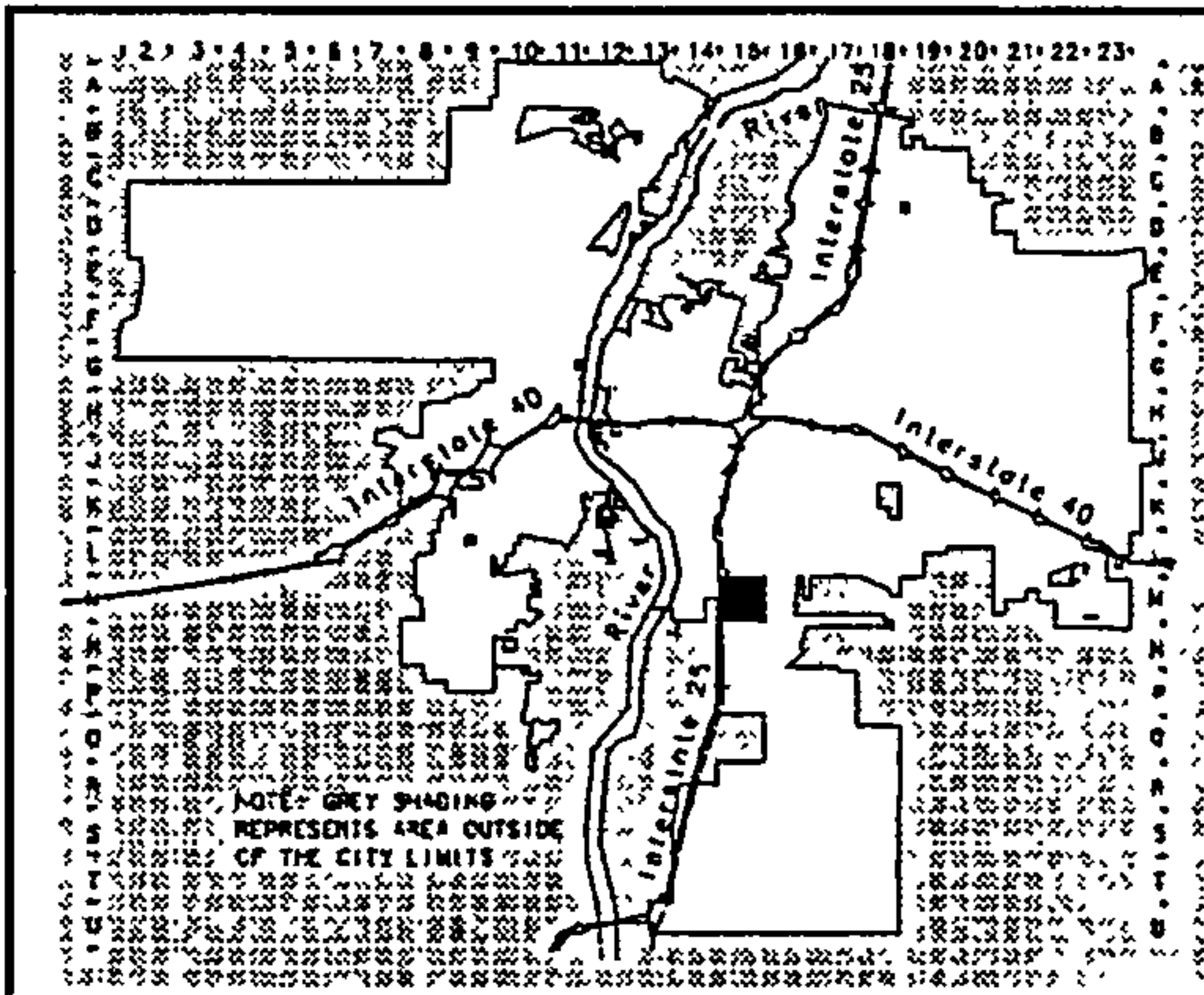
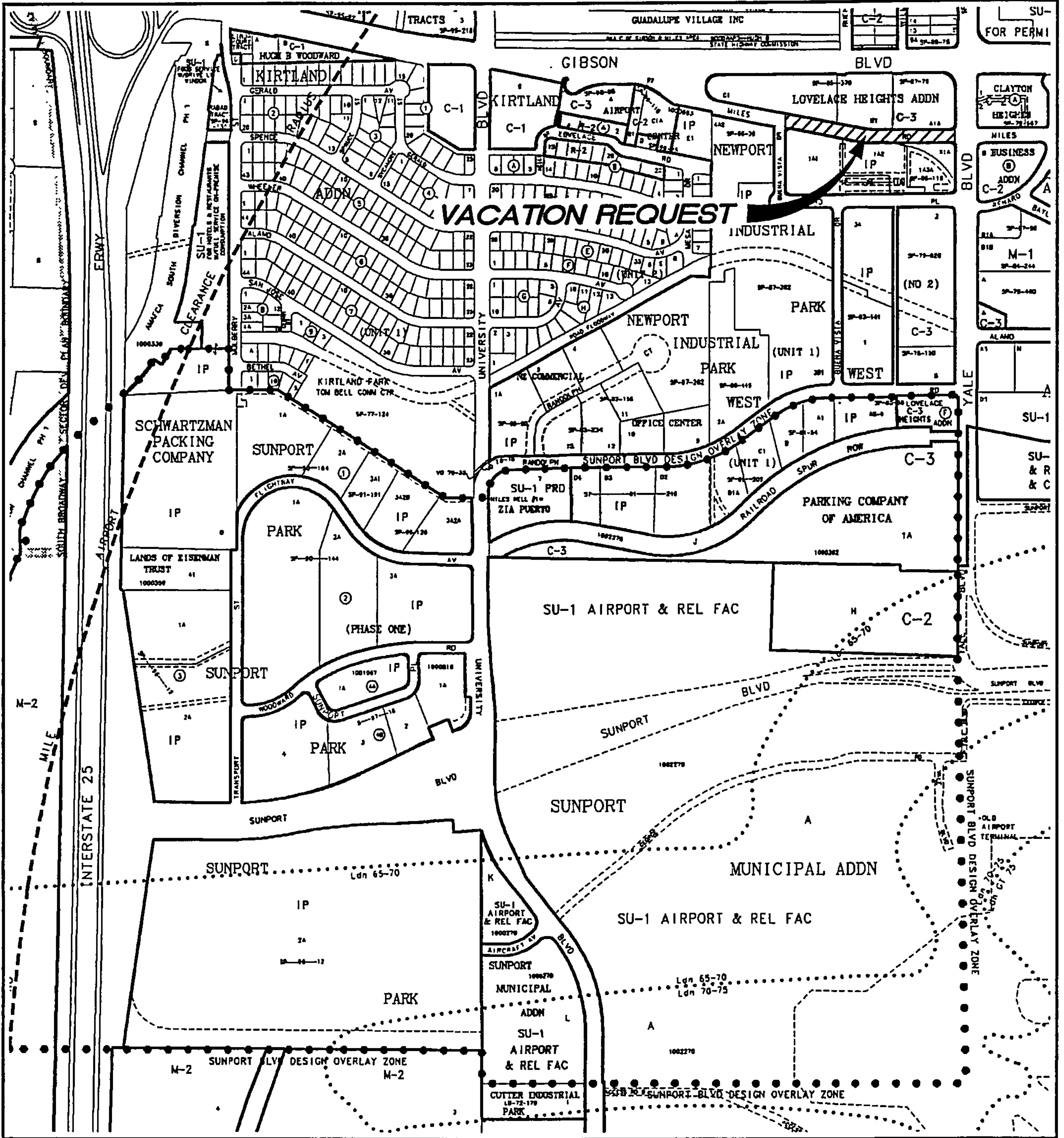
Appeal is to the Environmental Planning Commission. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Division form, to the Planning Division, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Sheran Matson, AICP, DRB Chair

cc: On-Time Park & Fly, 2121 Yale Blvd SE, 87106
Mark Goodwin & Associates, PA, PO Box 90606, 87199
Arlene Portillo, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

MILES ROAD SE VACATION REQUEST



Zone Atlas Page

M-15-Z

Map Amended through November 01, 2003

Albuquerque Geographic Information System
PLANNING DEPARTMENT
 © Copyright 2003

portion of a plat, the Development Review Board may require that streets dedicated to a governmental entity in the original plat continue to be dedicated.

(D) The rights of any public or private utility, including drainage, existing prior to the replat, total or partial, of any plat are not affected by the replat unless an authorized representative of the utility involved agrees by signing the plat to have the rights modified or terminated.

(E) Amendment or vacation of all or a portion of a subdivision outside the municipal limits of the city, but within its platting and planning jurisdiction, requires approval of both the city and county.

(F) If a resubdivision or amendment of a previous plat would vacate public rights of way, the standards and process of division (B) of this section shall be followed as to the vacations of right of way. (74 Code, § 7-16-8A) (Ord. 11-1994)

§ 14-14-7-2 VACATION OF PUBLIC RIGHTS OF WAY, PRIVATE WAYS AND EASEMENTS.

(A) Rights of way, including public rights of way, private ways, and easements shown on recorded plats, may be vacated, that is, terminated, by recording a new subdivision plat or by plat amendment, as described in § 14-14-7-1 of this part. In addition, where nothing except vacation of public rights of way, private ways, and easements is proposed, it may be initiated by a request to vacate filed by either:

(1) The owners of a majority of the front footage of land abutting the proposed vacation; or

(2) The Planning Director, if he or she finds vacation likely to be in the public interest. A request to vacate shall be processed under the procedures of division (E) of this section in addition to the procedures relating to minor subdivision applications under Part 3 of this article.

(B) The vacation of public rights of way, private ways, or easements, whether by new plat, plat amendment, or request to vacate, shall be approved only when it is determined that:

(1) The public welfare is in no way served by retaining the way or easement; or

(2) There is a net benefit to the public welfare because the development made possible by the vacation is clearly more beneficial to the public welfare than the minor detriment resulting from the vacation; and in addition to divisions (1) or (2) of this division (B):

(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

(C) In approving the vacation the Development Review Board may require that some or all of the public rights of way or easements be retained by the appropriate governmental entity as shown on the original plat.

(D) The Development Review Board may require that curb and gutter be placed, at the expense of the applicant, so as to effectively halt the vacated area's being used as public way. It may also be necessary to remodel or otherwise reconstruct existing public improvements in order to solve problems created by the vacation, and the Development Review Board may so require. Costs involved shall be borne by the applicant.

(E) Procedure.

(1) In all cases where public right of way, private ways, or easements are sought to be vacated, whether by new subdivision, plat amendment, or request to vacate, the following procedures shall be followed in addition to the procedures specified in Part 3 of this article; however, the following procedure may be eliminated for the requested vacation of private easements if the Planning Director is satisfied that all the benefitted and burdened parties are clearly and completely defined and all agree to the vacation.

(2) Notice and Request for Comment.

(a) The Planning Director shall mail letters to franchised utilities and to the owner of record of all lots adjacent to the right of way, private way, and/or easement to be vacated, informing them of the nature of the proposed vacation, and notifying them of the date, time, and place of the public hearing by the Development Review Board on the proposed vacation. For notifying property owners, the name and address of the owners shown in the records of the County Assessor shall be used.

(b) Prior to the hearing, the Planning Director shall request interested city departments and

PERMIT FOR SURFACE PARKING

AGREEMENT ("Agreement") between R & R AIRPORT PARKING, INC. dba ON TIME PARK AND FLY ("Permittee") and the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("City").

1. SURFACE PARKING PERMIT.

A. The right-of-way for Miles Road SE ("Premises") which is depicted on EXHIBIT A attached to this Agreement and which adjoins property owned by the Permittee, is not currently used for vehicular traffic. Pursuant to Section 5-1-2, Albuquerque R.O. 1994, the City hereby grants to Permittee the right to use the Miles Road ROW for surface parking and the right to permit the officers, employees, agents, invitees and patrons of the Permittee to use the Miles Road ROW for surface parking.

B. This Agreement and the parking rights granted by this Agreement shall be subject and subordinate to the right of the City and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct public utilities in, under, across and upon the Premises and to all easements and licenses now or hereafter granted by the City to third parties in the Premises.

2. **TERM OF AGREEMENT.** The term ("Initial Term") of this Agreement shall be two (2) years, commencing on the execution of this Agreement by the Chief Administrative Officer of the City.

3. EXTENDED TERM.

A. The Term may be extended for a period of two (2) years ("Extended Term") upon the following terms and conditions:

(1) The City, through its Chief Administrative Officer, consents in writing to the Extended Term at least thirty (30) days prior to the commencement of the Extended Term. If the Chief Administrative Officer fails to consent in writing to the Extended Term at least thirty (30) days prior to the expiration of the Initial Term, the City shall be deemed to have refused to consent to extend the term of this Agreement;

(2) The City may, without cause, refuse to grant the Extended Term and thereby to absolutely terminate this Agreement as to the Extended Terms;

(3) Permittee is not in default in the performance of any term, condition or covenant of this Agreement to be performed by Permittee; and

(4) The Extended Term shall be on the same terms, covenants and conditions as are provided in this Agreement.

B. Permittee may request that the term of this Agreement be extended as follows:

(1) At least sixty (60) days prior to the expiration of the Initial Term, Permittee shall notify the City in writing that Permittee wishes to extend the term of this Agreement.

(2) If Permittee fails to timely request any extension, this Agreement shall terminate absolutely upon the expiration of the Initial Term.

4. RENT.

A. As rent for the use of the Premises, Permittee shall pay to the City the sum of One Thousand Five Hundred Dollars (\$1,500.00) monthly. Rent shall be payable in advance, without notice or demand, on the first day of the Initial Term and thereafter on the first day of each month during the Initial Term or Extended Term.

B. All rent shall be paid to the Treasurer of the City of Albuquerque, One Civic Center, P.O. Box 1293, Albuquerque, New Mexico 87103, or at such other place as the City may designate from time to time for this purpose.

5. QUIET ENJOYMENT. Upon the performance of all terms, conditions and covenants of this Agreement which Permittee is required to perform, Permittee shall at all times during the Initial Term and the Extended Term, peaceably and quietly enjoy the Premises without any disturbance from the City.

6. USE OF THE PREMISES.

A. Permittee shall:

(1) use the Premises as and only for the purposes of a surface parking area;

(2) provide for all lighting, surfacing, drainage for the Premises;

(3) maintain the Premises in good order and repair and in a safe, sanitary and operable condition; and

(4) comply with all applicable federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting the Premises or any activity or condition on or in the Premises.

B. Permittee shall not:

(1) modify, change or alter the Premises or any improvements on the Premises without the prior written consent of the City;

(2) use the Premises for outdoor storage of any property;

(3) use or occupy or permit the Premises or any improvements located thereon to be used or occupied for any unlawful purpose; and

(4) use or occupy or permit the Premises or any part of the Premises or any improvements located thereon to be used or occupied, or do or permit anything to be done in or on the Premises or any improvements located thereon in any manner which will:

(a) in any way make void or voidable any insurance then in force with respect to the Premises;

(b) cause or be likely to cause structural damage to any improvements located on the Premises or any part thereof;

(c) constitute waste or a public or private nuisance; or

(d) discriminate in the use of the Premises by any person on account of that persons race, color, creed or national origin.

C. Permittee acknowledges and agrees that it has examined the Premises, the zoning designation for the Premises and easements, licenses and covenants applicable to the Premises, and has determined by its own independent evaluation that the Premises, including its surface and subsurface, is suitable and usable for the purposes, uses and activities intended by Permittee and further, Permittee acknowledges that the City has made no representation, warranty or guarantee, express or implied that:

(1) the Premises, including any improvements now or hereafter placed or located on the Premises, are now, or during the Initial Term or the Extended Term, will be suitable or usable for purposes or uses which Permittee intends to make of the Premises, or for activities which Permittee may perform on the Premises;

(2) the Premises, including any improvements now or hereafter placed or located on the Premises, may now, or during the Initial Term or the Extended Term, be lawfully used, maintained, improved or occupied for uses which Permittee intends to make of the Premises, or for activities which Permittee may perform on the Premises, or

(3) the Premises, including its surface and subsurface, is suitable or usable for the construction or maintenance of improvements of any type, kind, design or construction on the Premises.

7. IMPROVEMENTS.

A. Permittee shall not construct, erect or place any improvements on the Premises without the prior written consent of the City and the prior approval by the City of the plans and specifications for the improvements in each instance.

B. The improvements which Permittee may be authorized to place on the Premises shall be constructed, repaired, maintained and operated at Permittee's sole cost, expense and risk. All improvements shall be kept and maintained by Permittee, at its sole cost, expense and risk, in good, safe and sanitary order, condition and repair.

C. All improvements shall be constructed in compliance with any minimum standards and specifications that are prescribed by applicable statutes, ordinances or building codes.

D. Prior to the actual commencement of any construction work on the Premises for the purposes of erecting, locating or placing improvements on the Premises or of repairing or replacing, in whole or in part, any improvements (collectively, "Work"), Permittee shall:

(1) procure or cause to be procured:

(a) a policy of Owner's Protective Public Liability Insurance ("Owner's Protective Policy") with limits in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The Owner's Protective Policy will be written with the City as the named insured and will provide coverage for the City's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the Work. The Owner's Protective Policy shall be maintained during the life of the Work;

(b) all permits, if any, required to lawfully perform the Work; and

(c) if the total cost of labor and materials for the Work exceeds the sum of Five Hundred Dollars (\$500.00), a bond or other suitable financial security ("Bond") guaranteeing that all persons who furnish materials for or perform labor upon the Work shall be paid for their material or labor; and

(2) deliver a certificate of the Owner's Protective Policy to the Director, Risk Management, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103. The certificate shall provide that thirty (30) days written notice shall be given to the Director, Risk Management, before the Owner's Protective Policy is canceled, materially changed or not renewed;

(3) deliver to the Property Manager, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103 a copy of the certificate of the Owner's Protective Policy and evidence, in a form suitable to the City, that Permittee has procured the required Bond and permits.

E. Paragraph D. shall not apply to minor repairs or routine maintenance required to be performed by Permittee's employees in the normal course of their duties.

8. **SUBLETTING**. Except as expressly provided in this Agreement, Permittee shall not rent or sublet the whole or any part of the Premises without the City's prior written consent. A consent to rental or sublease shall not be deemed to be a consent of any subsequent rental or sublease. The rental or making of any sublease shall not release Permittee from, or otherwise affect in any manner, any of Permittee's obligations under this Agreement. Each rental and sublease shall be subject and subordinate to the rights of the City under this Agreement and to any amendment or modification of this Agreement. Any rental or sublease without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

9. **ASSIGNMENT**. Permittee shall not assign, transfer, or grant security interests in this Agreement or any interest in the Agreement, without the prior written consent of the City. A consent to an assignment shall not be deemed to be a consent to any subsequent assignment or transfer. Any assignment without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

10. **REPAIRS AND MAINTENANCE**. Permittee shall, at its sole cost, expense and risk, keep and maintain the Premises, and any improvements located thereon, including sidewalks adjacent thereto, in good order, condition and repair, free of snow and ice, and generally in a clean and safe condition. All repairs and replacements shall be made promptly as and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.

(c) if the total cost of labor and materials for the Work exceeds the sum of Five Hundred Dollars (\$500.00), a bond or other suitable financial security ("Bond") guaranteeing that all persons who furnish materials for or perform labor upon the Work shall be paid for their material or labor; and

(2) deliver a certificate of the Owner's Protective Policy to the Director, Risk Management, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103. The certificate shall provide that thirty (30) days written notice shall be given to the Director, Risk Management, before the Owner's Protective Policy is canceled, materially changed or not renewed;

(3) deliver to the Property Manager, City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico, 87103 a copy of the certificate of the Owner's Protective Policy and evidence, in a form suitable to the City, that Permittee has procured the required Bond and permits.

E. Paragraph D. shall not apply to minor repairs or routine maintenance required to be performed by Permittee's employees in the normal course of their duties.

8. **SUBLETTING**. Except as expressly provided in this Agreement, Permittee shall not rent or sublet the whole or any part of the Premises without the City's prior written consent. A consent to rental or sublease shall not be deemed to be a consent of any subsequent rental or sublease. The rental or making of any sublease shall not release Permittee from, or otherwise affect in any manner, any of Permittee's obligations under this Agreement. Each rental and sublease shall be subject and subordinate to the rights of the City under this Agreement and to any amendment or modification of this Agreement. Any rental or sublease without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

9. **ASSIGNMENT**. Permittee shall not assign, transfer, or grant security interests in this Agreement or any interest in the Agreement, without the prior written consent of the City. A consent to an assignment shall not be deemed to be a consent to any subsequent assignment or transfer. Any assignment without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement.

10. **REPAIRS AND MAINTENANCE**. Permittee shall, at its sole cost, expense and risk, keep and maintain the Premises, and any improvements located thereon, including sidewalks adjacent thereto, in good order, condition and repair, free of snow and ice, and generally in a clean and safe condition. All repairs and replacements shall be made promptly as and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.

11. LIENS.

A. Permittee shall defend, indemnify and hold harmless the City against any mechanic's, materialmen's or other lien arising out of the making of any alteration, addition, repair, or improvement by Permittee.

B. Permittee shall not permit any mechanic's, materialmen's or other lien to stand against the Premises for work or material furnished to Permittee or to its contractors. Permittee shall, however, have the right to contest the validity of any lien or claim if Permittee first posts a bond or other security to insure that upon final determination of the validity of the lien or claim, Permittee shall immediately pay any judgment rendered against Permittee with all proper costs and charges and shall have the lien release without cost to the City.

C. Permittee shall give the City written notice not less than ten (10) days prior to the commencement of any alteration, repair, addition or improvement so that the City may post notices of disclaimer.

12. TAXES AND ASSESSMENTS. Permittee shall pay all taxes and assessments that may now or during the Initial Term or the Extended Term be imposed on its Agreementhold interest or on any improvements on the Premises, promptly as they become due and payable.

13. CITY'S RIGHT OF ENTRY. The City, its employees and representatives, shall have the right to enter the Premises and any improvement on the Premises at reasonable times for the purpose of inspecting the Premises and improvements.

14. CITY USE OF PREMISES. If the City determines, in the sole and absolute discretion of the City, that the City requires the use of the Premises or any part of the Premises, either temporarily or permanently, the City may, after giving Permittee ninety (90) days advance written notice, either suspend Permittee's rights under this Agreement to use the Premises or part of the Premises or terminate this Agreement as to all of the Premises or as to part of the Premises. If this Agreement is suspended or partially suspended, rent shall abate during the period of suspension. The period of suspension shall not extend the term or expiration date of this Agreement. If this Agreement is terminated or partially terminated, rent shall abate to the date of termination. The City shall pay to the Permittee the amount of the abatement of Rent, if any, that has been paid in advance, within sixty (60) days after the effective date of the suspension or termination. The City shall not be liable to Permittee for any monetary damages or losses sustained by Permittee because of Permittee's inability to use the Premises or part of the Premises during any suspension period or because of the termination or a partial termination of this Agreement.

15. TERMINATION BY CITY.

A. In addition to any other remedy provided by law or in this Agreement, the City may terminate this Agreement, without cause and in the absolute discretion of the City, effective one hundred eighty (180) days after the date of the City gives the Permittee written notice of termination.

B. In addition to any other remedy provided by law or in this Agreement, the City may terminate this Agreement, effective ten (10) days after the date of the City gives the Permittee written notice of termination, in any of the following circumstances:

(1) if Permittee is in default in the payment of rent and if the Permittee does not cure the default within ten (10) days after notice;

(2) if the Permittee is in default in the performance of any other term, condition or covenant of this Agreement, and if the Permittee does not cure the default within thirty (30) days after notice, or, if the default is of such nature that it cannot be cured completely within the thirty (30) day period and if the Permittee does not proceed with reasonable diligence and in good faith within the thirty (30) day period to remedy the default;

(3) if Permittee is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency act or if a permanent receiver or trustee in bankruptcy is appointed for Permittee's property and the appointment is not vacated within sixty (60) days;

(4) if this Agreement is assigned or transferred or the Premises sublet, other than in accordance with the terms of this Agreement, and the default is not cured within fifteen (15) days after notice;

(5) if Permittee fails to furnish a certificate of insurance or evidence of bond or financial guarantee within the time required by this Agreement.

16. EFFECT OF TERMINATION OR EXPIRATION.

A. Upon the expiration or sooner termination of this Agreement, Permittee shall have no further right or interest in the Premises.

B. The surrender of this Agreement by Permittee, mutual cancellation of this Agreement, or termination of this Agreement shall, at the option of the City, terminate all or any existing subleases or may, at the option of the City, operate as an assignment to the City of any and all subleases.

C. At the expiration or sooner termination of this Agreement,

Permittee shall remove Permittee's property from the Premises; remove any improvements placed on the Premises by the Permittee, unless the City consents in writing that the improvements may remain on the Premises; and restore, if necessary, and surrender the Premises to the City in as good condition as it was in at the beginning of the term, reasonable use, wear and tear excepted. Any improvements that are placed on the Premises by Permittee and that are not removed from the Premises pursuant to the consent of the City shall become and be the property of the City upon the expiration or termination of this Agreement.

17. **UTILITY SERVICES.** The City shall not be obligated to provide to the Premises any utility services, including, but not limited to, electricity, light and security services.

18. **INDEMNITY.** Permittee agrees to defend, indemnify and save harmless the City, its councilors, officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death, or damage received or sustained by any person, persons or property arising out of Permittee's or Permittee's invitees, agents, officers, employees, contractors, subtenants and sublessees use of or activities on the Premises or any improvements on the Premises; or arising out of any condition of the Premises or improvements on the Premises caused by or under the control of Permittee; or by reason of any act or omission, neglect or misconduct of Permittee or of Permittee's agents, contractors, employees, invitees, subtenants or sublessees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

19. **LIMITATION OF INDEMNIFICATION.**

A. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to the indemnity agreements contained in this Agreement, the indemnity agreements will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, or the agents or employees of the City, whether such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

B. Permittee is not required to indemnify the City for the negligence or intentional acts, errors, or omissions of the City or of its employees or agents.

20. **INSURANCE.** During the term and any extended term of this Agreement, the Permittee shall procure and maintain, at its expense, insurance in the kinds and amounts hereinafter provided with an insurance company authorized

to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by Permittee or its agents. Before entering upon the Premises, Permittee shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that Permittee has complied with this provision. All certificates of insurance shall provide that thirty (30) days written notice be given to the Director, Risk Management, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed or not renewed. Various types of required insurance may be written in one or more policies. Kinds and amounts of insurance required are as follows:

A. Comprehensive General Liability Insurance: Comprehensive general liability insurance policy with liability limits in amounts no less than One Million Dollars (\$1,000,000.00) single limit of liability for bodily injury, including death, and property damage in any one occurrence.

The policies of insurance must include coverage for all operations performed by the Permittee and contractual liability coverage which shall specifically insure the hold harmless provisions of this Agreement. The City shall be named an additional insured.

B. Workmen's Compensation Insurance: If required by New Mexico law, workmen's compensation insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of New Mexico.

21. PERMITTEE'S PROPERTY. All property and improvements of Permittee which may be placed in or upon the Premises shall be done at the sole risk of Permittee. The City shall not be liable for any damage to property or improvements of Permittee on the Premises arising from, or for any damage to the property caused by fire, water, flood, wind, vandalism, theft, larceny or burglary.

22. SIGNS. Permittee shall not place, locate or erect any signs or billboards on the Premises without the prior written consent of the City in each instance.

23. SALE OF PREMISES. If the City vacates the Premises during the Initial Term or the Extended Term and if the City decides to sell the Premises, then the Permittee, as the sole adjoining property owner to the Premises, shall have the right of first refusal to purchase the Premises, subject to the reservation by the City of any easements for itself or for others and subject to any other conditions to the sale of the Premises imposed by the City's Development Review Board, for the purchase price of One Hundred Eighty Thousand Dollars (\$180,000.00). The sale shall be AS IS, without warranty of title or of the environmental condition of the Premises. Title shall be conveyed by statutory form quitclaim deed. The City shall not be obligated to provide any proof of title to the Premises.

24. **WAIVER OF DEFAULT.** No failure by either party to insist upon the strict performance of any term, condition or covenant of this Agreement or to exercise any right or remedy available on the breach thereof, and no acceptance by the City of full or partial rent during the continuance of any breach shall constitute a waiver of any breach or of any term, condition or covenant. No obligation of this Agreement which either party is required to perform and no breach thereof, shall be waived, altered or modified, except by written instrument executed by the waivering party.

25. **NOTICES.** All notices or payments required by this Agreement to be given any party shall be deemed to have been fully delivered, given, made or sent when made in writing and deposited in the United States mail, certified, with postage prepaid thereon, and addressed to the following unless either the City or Permittee change their respective address by giving written notice of such change to the other:

(1) **Notice to Permittee:**

On Time Park and Fly

2121 YALE BLVD S.E.
ALBUQ, N.M. 87106

Attn: REX WILSON

(2) **Notice to the City:**

City of Albuquerque
One Civic Plaza, 11th Floor
P.O. Box 1293
Albuquerque, New Mexico 87103
Attn: Chief Administrative Officer

Copy to:

Property Manager
City of Albuquerque
One Civic Plaza, 11th Floor
P.O. Box 1293
Albuquerque, New Mexico 87103

26. **BINDING EFFECT AND EFFECTIVE DATE.** This Agreement is subject to signature by the Chief Administrative Officer. This Agreement shall not be binding upon the parties until signed by the Chief Administrative Officer. Upon signature by the Chief Administrative Officer, the covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, subtenants and subpermittees. The effective

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Dec 17th, 1999, by
Rex Wilson, President of On Time Park and Fly.

Ryland Garcia
Notary Public

My Commission Expires:
3-17-2001

DRB MINUTES FROM THE JANUARY 14, 2004, DEVELOPMENT REVIEW BOARD MEETING.

7. Project # 1003141

03DRB-02112 Major-Vacation of Public Right-of-Way MARK

GOODWIN & ASSOCIATES agent(s) for ON TIME PARK & FLY request(s) the above action(s) from Yale (west) to Buena Vista, VACATION OF MILES ROAD, zoned, located on MILES ROAD SE, between BUENA VISTA ROAD SE AND YALE. [REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96](M-15)

PERSONS SPEAKING ON BEHALF OF THE REQUEST:

Joe David Montano, Mark Goodwin & Associates, P.O. Box 90606, 87199

PERSONS SPEAKING IN OPPOSITION:

Richard Chavez, 1501 Aircraft Ave SE, 87106

CHAIR MATSON: We are now on Agenda Item 7. Good morning, raise your right hand, please.

SWORN IN

CHAIR MATSON: Please state your name for the record and tell us why you're here.

MR. MONTANO: My name is Joe David Montano and I'm with Mark Goodwin & Associates. We are here to ask for the vacation of Miles Road between Buena Vista and Yale Boulevard.

CHAIR MATSON: When we originally announced this Agenda item, one of the adjacent property owners was going to give your case for you but...I told him we need to wait until you came to the hearing.

MR. MONTANO: I was trying to find a parking place.

CHAIR MATSON: Okay, that's fun sometimes. Did you see the comment from PNM Gas?

MR. MONTANO: Yes, about retaining the easement.

CHAIR MATSON: Right.

MR. MONTANO: Yes, we would allow any existing utilities to remain in the right-of-way.

CHAIR MATSON: That's the only adverse comment that I see. And it wasn't really adverse it was just a heads-up. Parks?

MS. SANDOVAL: Do we have public comment?

CHAIR MATSON: Sorry, Leslie could we have the sheet of the people who would like to speak please. Mr. Chavez, would you come up once again please. Please state your name for the record and tell us why you're here.

MR. CHAVEZ: My name is Richard Chavez. I'm here because I'm an adjacent property owner on the corner of Miles and Yale. I would like the road to be open.

CHAIR MATSON: So you are opposing the vacation?

MR. CHAVEZ: Yes I am.

CHAIR MATSON: Can you tell me specifically why?

MR. CHAVEZ: It's beneficial to my property to leave it open. I mean to open it. It hasn't been open for 10 years, but it would be beneficial to my property, and I believe to all of the property owners along that side.

CHAIR MATSON: So where are you?

MR. CHAVEZ: I'm right on the corner up there.

MR. MONTANO: The little wedge?

MR. CHAVEZ: Yes. On Yale and Miles.

MR. MONTANO: The southwest corner.

CHAIR MATSON: How does your property get access now?

MR. CHAVEZ: It gets access through Yale Boulevard but it would be advantageous to me if I could get access on both Miles and Yale Boulevard.

CHAIR MATSON: Is there anything else you'd like to state?

MR. CHAVEZ: No, I just oppose it. If they do vacate the road, would I have the right to buy half of it?

CHAIR MATSON: You are supposed to be given that opportunity, yes. Property Management will notify you and you'll be given the opportunity. Joe David?

MR. MONTANO: There is an agreement with the City and the property owner that's the applicant that the right-of-way would be granted in full.

CHAIR MATSON: Be granted to?

MR. MONTANO: To the applicant.

CHAIR MATSON: That you are representing?

MR. MONTANO: That's right.

MR. CHAVEZ: When was this granted?

MR. MONTANO: As part of an agreement that was made with the City and the owner's of On-Time.

MR. CHAVEZ: Was it done in the sunshine, because I've never heard of it?

MR. MONTANO: It's the lease agreement that the properties have that was issue. You probably have a copy of it.

CHAIR MATSON: I probably do, but I haven't looked at this for awhile.

MR. CHAVEZ: Why would they be able to buy it in full?

MR. MONTANO: There was a stipulation in the agreement that said they could lease it in two year increments and at the time the property would be vacated it was available to the property owner or the lessee for a given amount and for the full width.

MR. CHAVEZ: But to actually own it, I thought it was pretty automatic that both parties had the right to buy the property.

MR. MONTANO: Not when you have an agreement with the City. The City is the legal owner of the property and they can make any kind of arrangement to release the property in any form. If they want to go through the standard process they can, or if they make a binding agreement with a property owner they can do that also.

MR. CHAVEZ: Do you have that agreement?

MR. MONTANO: I have it in here somewhere, I'm looking for it.

CHAIR MATSON: Joe David there is a copy here but this copy that we have says Permit for Surface Parking, is that the one that you're talking about?

MR. MONTANO: That's the one.

CHAIR MATSON: It says in here somewhere that they have a right to buy the property?

MR. MONTANO: At the very end of the agreement.

CHAIR MATSON: Mr. Chavez, what is says is that "if the City vacates the premises during the initial term or the extended term and if the City decides to sell the premises then the permittee as the sole adjoining property owner to the premises shall have....

MR. CHAVEZ: They are not the sole adjoining property owner. They're not. I'm on the other side.

CHAIR MATSON: I understand where you're coming from.

MR. CHAVEZ: I mean if they were then I could understand what they were talking about. But they're not. Unless they've bought those buildings on the other side they're not even on that side either. Further down on Miles.

CHAIR MATSON: Lawrence Rael, the Chief Administrative Officer at that time did sign this. Have you owned that property for several years?

MR. CHAVEZ: I've owned that property for probably 10 years. I'll have to look but I'd say it's 8 to 10 years.

MR. GREEN: I have a question on the other property that's vacating, weren't we dealing with the Chavez family years ago on that. Didn't they have control of the other side at one time?

MR. CHAVEZ: Yes sir.

MR. GALLEGOS: So you were the sole adjoining owner at one time then?

MR. GREEN: But On-Time owns that property now that they used to own and that's who signed the agreement.

MR. CHAVEZ: At one time I was the sole property owner but I'm not now.

MR. GREEN: This has been going on for over 10 years.

MR. CHAVEZ: They don't own both sides of the street. I mean if they're doing it under a false pretense I would like to know.

MR. GREEN: I don't think that's where that came from. I'm just curious for the historical.

MR. MONTANO: The historical thing is that little triangle piece that's part of the previous right-of-way for Miles Road was vacated some time ago. I don't know when it was done, but it was. Initially the street intersection flared, that was one of the flares that was vacated.

MR. CHAVEZ: I don't mean false pretense I meant if there was a mistake made that they thought they owned both sides of the street, they don't. That's what I meant. I didn't mean to insult anybody.

CHAIR MATSON: This agreement was signed in 1999.

MR. CHAVEZ: Then it had to be signed by On-Time.

CHAIR MATSON: It was.

MR. CHAVEZ: They didn't own both sides of the property at that time and they don't to this date.

MR. MONTANO: I don't have the exhibit that was attached to it to describe the property so I can't confirm that.

CHAIR MATSON: Christina does yours have an exhibit attached?

MS. SANDOVAL: No it doesn't.

CHAIR MATSON: Mine doesn't either.

MR. GREEN: I don't think that's the issue. Our issue is what the ordinance says about vacations.

CHAIR MATSON: That's true. Did you have anything else Mr. Chavez?

MR. CHAVEZ: No ma'am.

CHAIR MATSON: Parks?

MS. SANDOVAL: We defer to Transportation.

CHAIR MATSON: Hydrology?

MR. BINGHAM: I have no objection.

CHAIR MATSON: According to the Subdivision Ordinance I don't believe we can approve this if an adjacent property owner objects to the vacation. Is that correct? Since you are here present and objecting we will not be able to approve the vacation.

MR. CHAVEZ: Thank you.

CHAIR MATSON: You understand right?

MR. MONTANO: Yes I do.

CHAIR MATSON: We are going to deny the vacation as shown on Exhibit B according to the provisions of the Subdivision Regulations.

THE FOLLOWING ACTION WAS TAKEN:

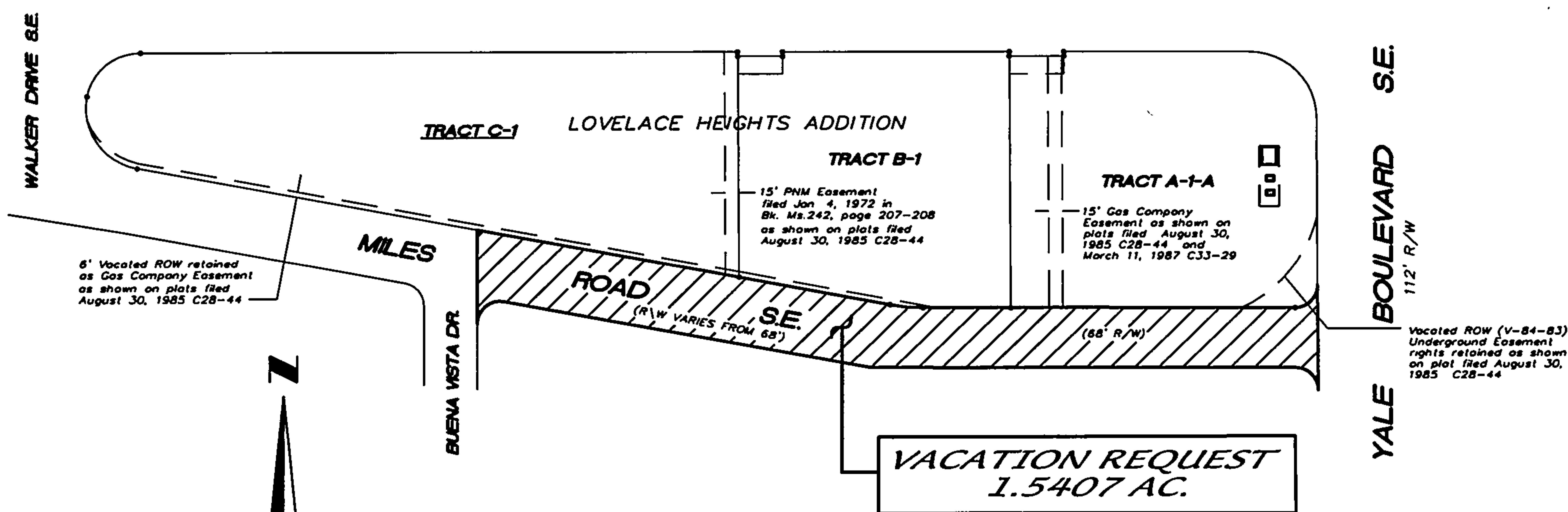
THE VACATION OF PUBLIC RIGHT-OF-WAY WAS DENIED. THE OWNER OF A PORTION OF THE FRONT FOOTAGE OF LAND ABUTTING THE PROPOSED VACATION OBJECTED TO THE VACATION. THEREFORE, THERE WAS CONVINCING EVIDENCE THAT A SUBSTANTIAL PROPERTY RIGHT WOULD BE ABRIDGED AGAINST THE WILL OF THE OWNER OF THAT RIGHT ACCORDING TO THE SUBDIVISION ORDINANCE.

#17

Richard Choney

1. Wants road left open
or
2. Objects to vacation - adjacent
owner

GIBSON BOULEVARD S.E.



6' Vacated ROW retained as Gas Company Easement as shown on plats filed August 30, 1985 C28-44

15' PNM Easement filed Jan 4, 1972 in Bk. Ms.242, page 207-208 as shown on plats filed August 30, 1985 C28-44

15' Gas Company Easement as shown on plats filed August 30, 1985 C28-44 and March 11, 1987 C33-29

Vacated ROW (V-84-83) Underground Easement rights retained as shown on plat filed August 30, 1985 C28-44

VACATION REQUEST
1.5407 AC.

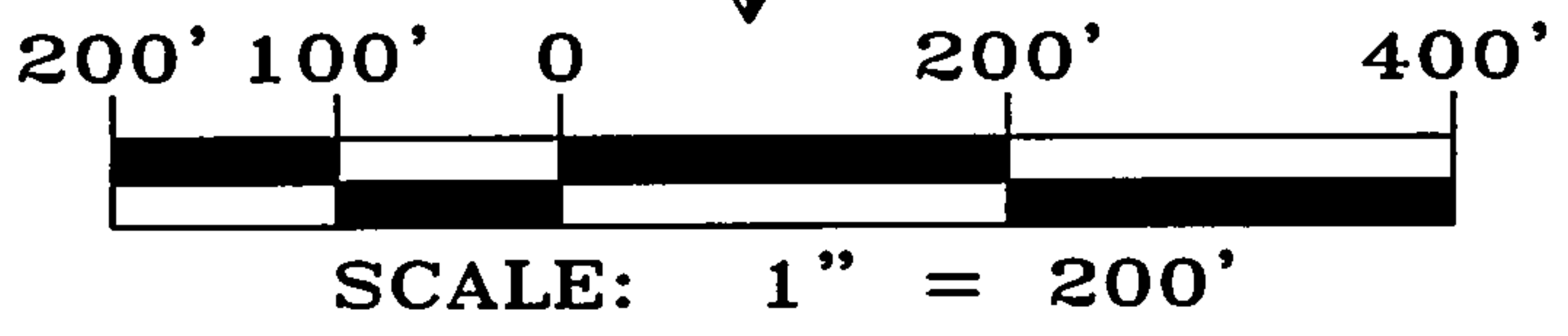


EXHIBIT B
Date: 1/17/04

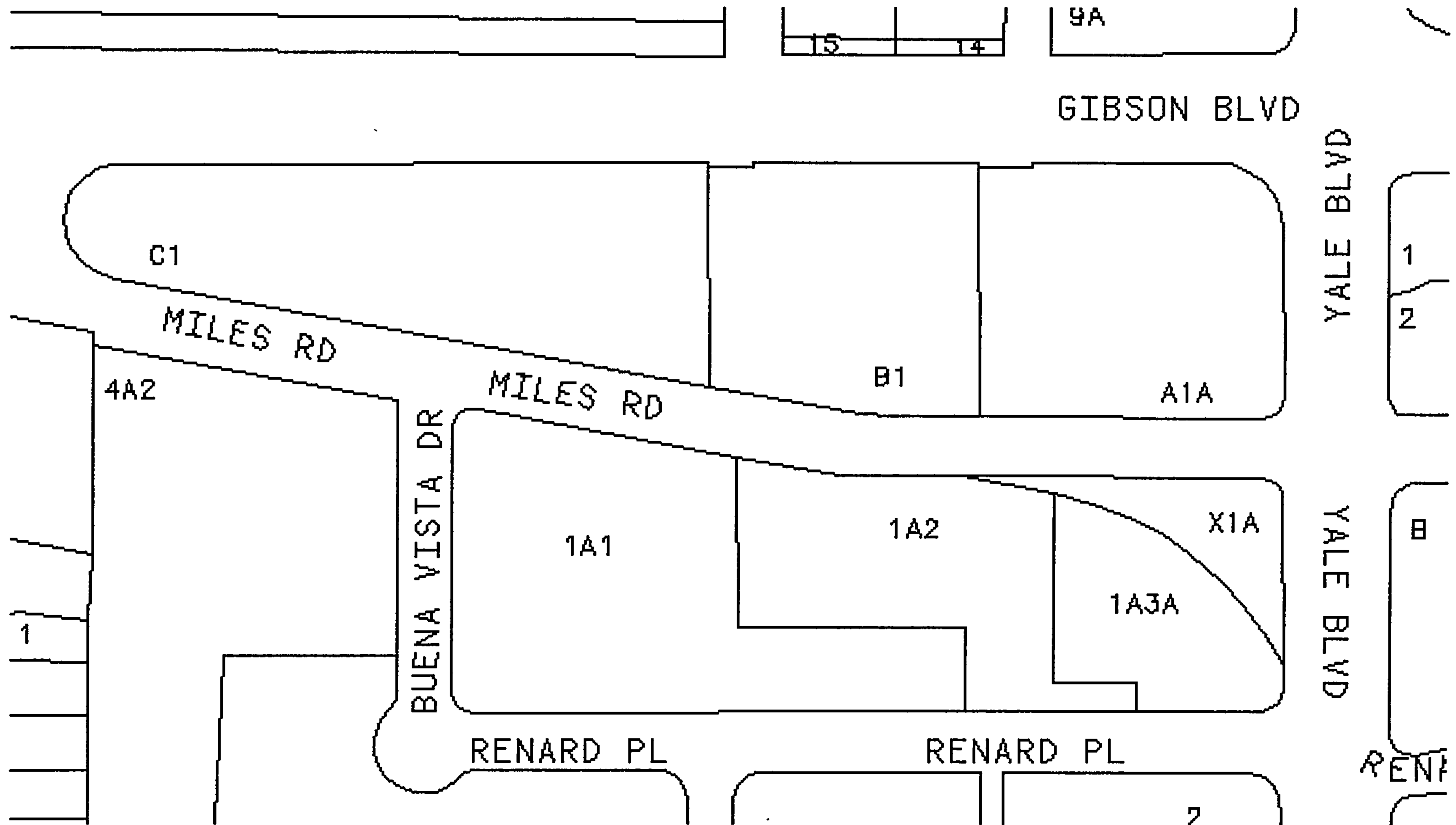
MILES ROAD SE			
VACATION EXHIBIT			
MARK GOODWIN & ASSOCIATES, P.A. CONSULTING ENGINEERS P.O. BOX 90606 ALBUQUERQUE, NEW MEXICO 87199 (505)828-2200, FAX (505)797-9539			
Designed: JDM	Drawn: RDO	Checked: DMG	Sheet 1 of 1
Scale: 1" = 200'	Date: 12/15/03	Job: A03052	

Pan/Zoom

x,y: 4.20768,3.24803

dx,dy: -1.13189,0.67667

dist: 1.31873





City of Albuquerque

LOT 1A31
MONTAZUMA INVESTMENTS INC. P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

SITE: 2231 YALE SE
MAILING: 13211 CENTRAL AVE NE

LOT X1A
CHAVEZ RICHARD ETAL
SITE: 2101 YALE NE
MAILING: 1501 AIRCRAFT AVE SE

LOT 1A2
MONTEZUMA AVENUE CO LLC
SITE: 2305 RENARD SE
MAILING: 1879 CAMINO CRUZ BLANCA

LOT 1A1
HASKINS N JAY
SITE: 2309 RENARD SE
MAILING: 1163 LAROCHELLE TERRACE

LOT A1A
WILSON REX P & COOK RICHARD P
SITE: 5200 GIBSON SE
MAILING: 2121 YALE BLVD SE

LOT B1
WILSON REX P & COOK RICHARD P
SITE: GIBSON BLVD SE
MAILING: 2121 YALE BLVD SE

LOT C1
WILSON REX P & COOK RICHARD P
SITE: 5200 GIBSON SE
MAILING: 2121 YALE BLVD SE

LOT 4A2
FAVORITE BAY LLC
SITE: 2201 BUENA VISTA SE
MAILING: 2201 BUENA VISTA SE



Looking east
on Milora



Looking West - Milerd



The elements displayed on this map are for information only. They are believed to be accurate based on information received prior to 02/04/04. Please report inaccuracies to Public Works, Maps and Records Section, or contact Pauline Ramos at 768-2723

City Of Albuquerque
Public Works Department
Geographic Information
Inquiry System

Sources Include:
City Planning AGIS,
City Public Works GIS
and Bernalillo County GIS



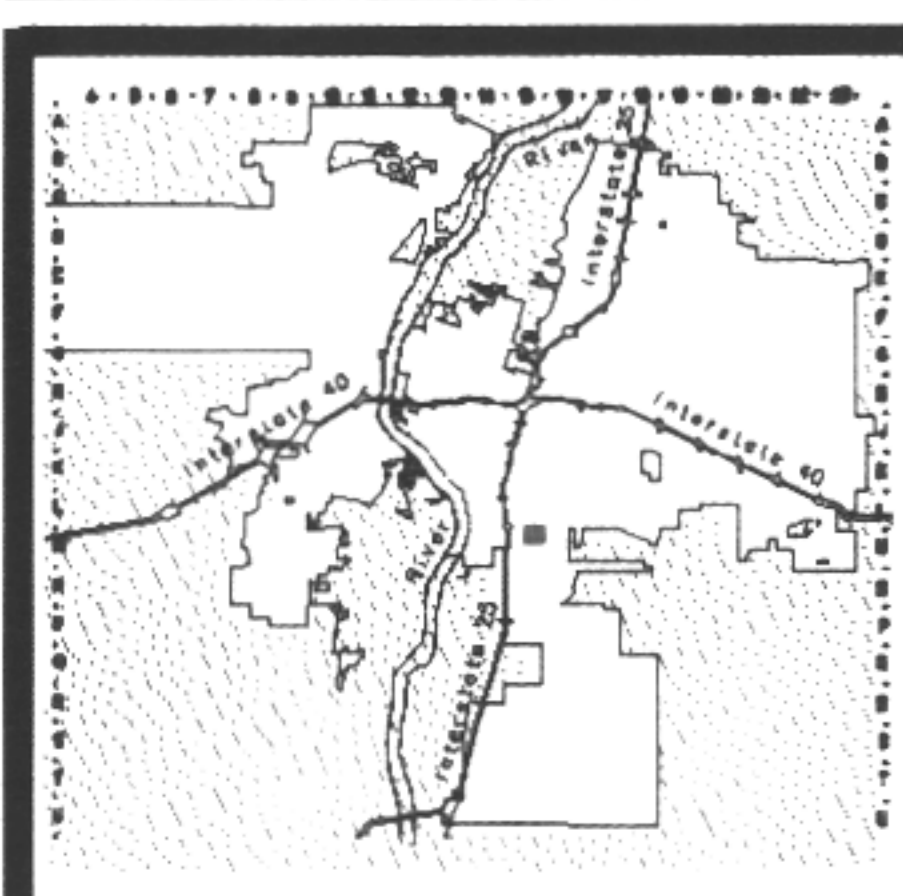
LEGEND

-  Platted Boundary
-  Platted Boundary



Scale of This Map
Generated From Page Size
and Area of Interest.

SCALE:
1 Inch = 366 Feet.





**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW**, on **Wednesday, January 14, 2004**, beginning at **9:00 a.m.** for the purpose of considering the following:

Project # 1000060
03DRB-02115 Major-Two Year SIA

MODRALL SPERLING agent(s) for SANDIA FOUNDATION request(s) the above action(s) for GATEWAY SUBD zoned SU-2 / C-3, located on LOMAS NE, between WOODWARD NE and I-25 (J-15) all or a portion of Tract(s) C & D1B

Project # 1001396
03DRB-02116 Major-Two Year SIA

MARK GOODWIN & ASSOC. agent(s) for VISTA DEL NORTE DEV., LLC request(s) the above action(s) for ALTA TIERRA DEL NORTE, UNIT 1 zoned R-1 residential zone, located on CALLE MONTANA NE, between VISTA DEL NORTE DR. NE and CALLE FUERTE NE containing approximately 1 acre(s). (D-16) all or a portion of Lot(s) 1A-3A [REF: 02DRB-00682, 02DRB-01871, 01DRB-01645, 03DRB-00428, 03DRB-00525]

Project # 1002371
03DRB-02085 Minor-SiteDev Plan Subd/EPC

TIERRA WEST LLC agent(s) for HOFFMANTOWN CHURCH WEST request(s) the above action(s) for ALBAN HILLS SUBDIVISION zoned SU-1 for R-2 with church related uses, located on LA ORILLA NW, between COORS BLVD. NW and CORRALES DRAIN containing approximately 17 acre(s). Including all or a portion of Tract(s) 1A, 1B, 1C and Tract A, Bosque Meadows. (D-12)

Project # 1003141
03DRB-02112 Major-Vacation of Pub Right-of-Way

MARK GOODWIN & ASSOC agent(s) for ON TIME PARK & FLY request(s) the above action(s) for VACATION OF MILES RD, between BUENA VISTA RD SE and Yale Blvd. REF: DRB-99-171, V-99-59, Z-93-8, V-93-4, V-88-96] (M-15)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays. Individuals with disabilities who need special assistance to participate at this meeting should contact Claire Senova, Planning Department, at 924-3946. Hearing Impaired users may contact her via the New Mexico Relay Network by calling toll-free: 1-800-659-8331.


Sheran Matson, AICP, DRB Chair
Development Review Board

TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, December 29, 2003.



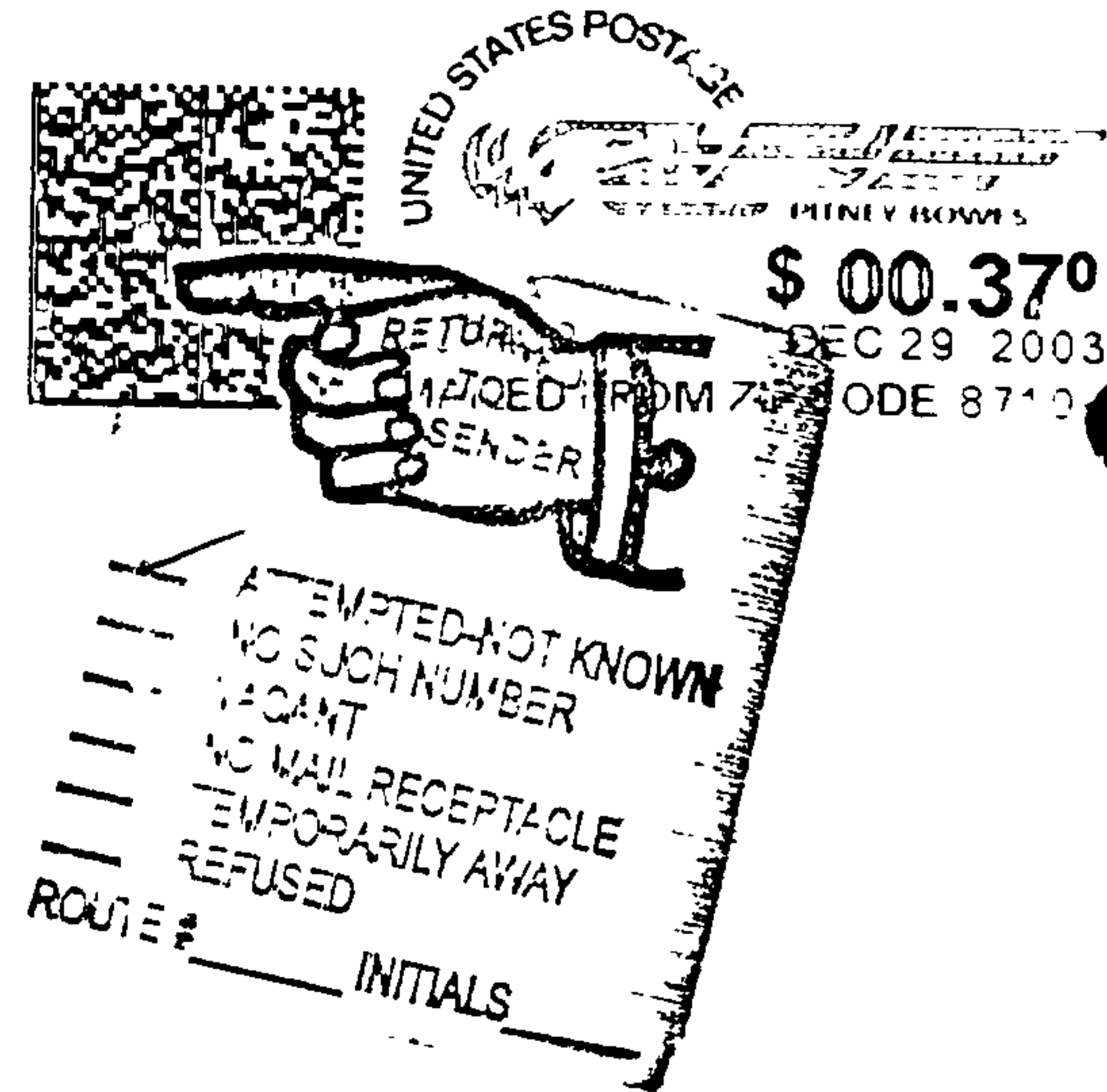
City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

PLANNING DEPARTMENT

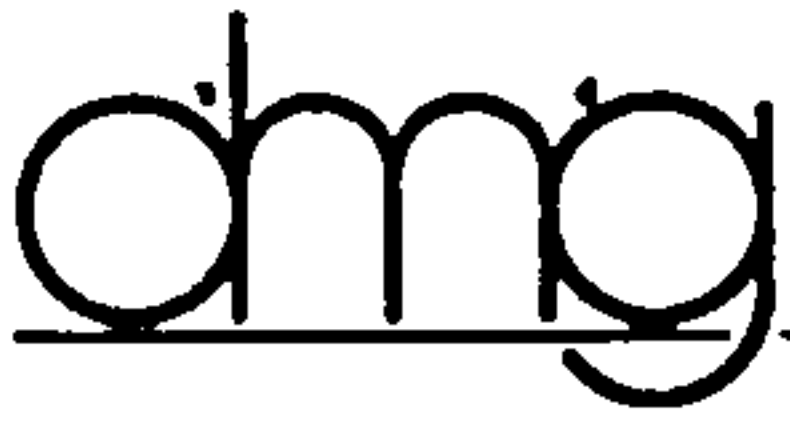
10150554447611304

HASKINS N JAY
1163 LARDHELLE TERRAC
SUNNYVALE CA 94089



34089+1790-21233





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

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539
e-mail: dmgs@swcp.com

February 17, 2004

Mr. Jeffery Jesionowski, Chairman
Environmental Planning Commission
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

1003141

Re: **WITHDRAWAL OF THE APPEAL OF DENIAL OF VACATION OF MILES ROAD**
(Zone Atlas Map - M 15)

Dear Chairman Jesionowski:

On January 14, 2004 the Development Review Board voted to deny our request to vacate the public right-of-way for Miles Road between Buena Vista Drive and Yale Boulevard. After further deliberation, our client has requested that the appeal be withdrawn.

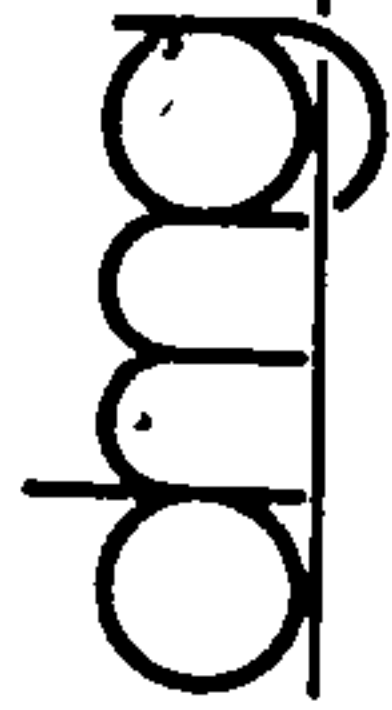
Thank you for the EPC's consideration on this matter and we look forward to your favorable response. Please contact me at 828-2200 if you need further information regarding the proposed action.

Sincerely,

MARK GOODWIN & ASSOCIATES, P.A.

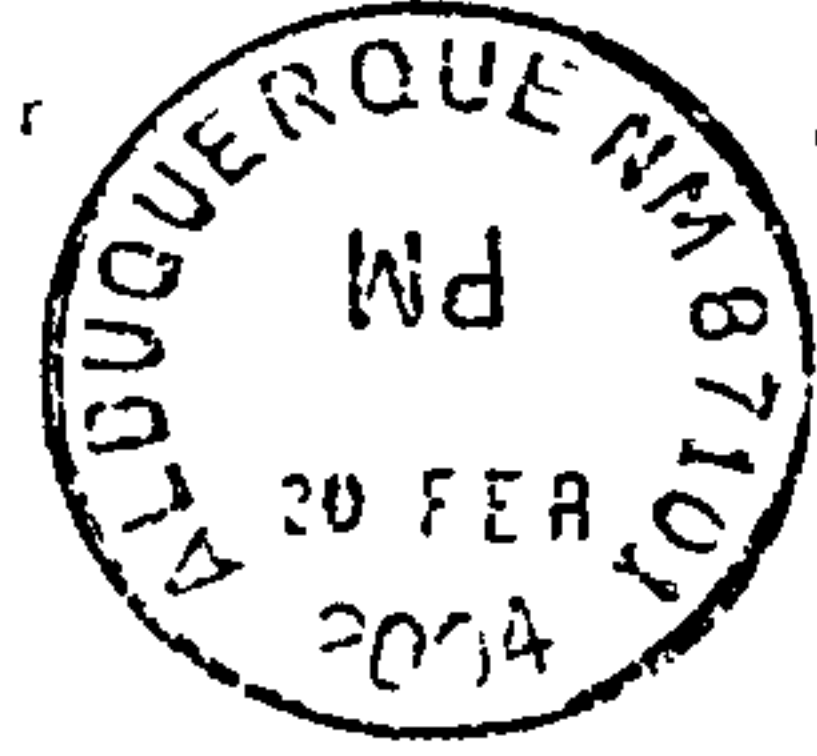

Joseph D. Montano
Senior Planner

cc: Robert Lupton, C & W LAND DEVELOPMENT
Bob Paulsen, Manager, City Planning
Mark Goodwin, DMGA



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

P.O. BOX 90606, ALBUQUERQUE, NM 87199



Mr. Jeffrey Lesionowski, Chairman
EPC - City of Albuquerque
Po. Box 1293
Albuquerque, New Mexico
87103

87103/1293

