

DEVELOPM T/ PLAN REVIEW APPLICATION

	upplemental Form (SF)	
SUBDIVISION	S Z ZO	NING & PLANNING
Major subdivision action	-	Annexation
Minor subdivision action		7
Vacation Variance (Non-Zoning)	V	Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector
SITE DEVELOPMENT PLAN	P	Development Plans) Adoption of Rank 2 or 3 Plan or similar
for Subdivision		Text Amendment to Adopted Rank 1, 2 or 3
for Building Permit	-	Plan(s), Zoning Code, or Subd. Regulations
Administrative Amendment/Approval (. IP Master Development Plan	AA)	_ Street Name Change (Local & Collector)
Cert. of Appropriateness (LUCC)	L A API	PEAL / PROTEST of
STORM DRAINAGE (Form D) Storm Drainage Cost Allocation Plan	= 0 00	Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other
PRINT OR TYPE IN BLACK INK ONLY. The app Planning Department Development Services Cente Fees must be paid at the time of application. Refer	600 2" Street NW	Albuquerque NM 87102
APPLICATION INFORMATION:		o tot oubtiliken roquiromonio.
Professional/Agent (if any): Ross Howk	PRO COMPAN	21/ 200 200/
10 1	THEO COMPAN	
ADDRESS: P.O. Box 884		FAX: 899-7///
CITY: CORRACES	STATE UM ZIP 37	048 E-MAIL: MSUrvey ocomcast, not
APPLICANT: THE SOCIETY OF S		PAUL PHONE: 346-1504
ADDRESS: 4/20 MENAUX BLU	NE	FAX:
	STATE UM ZIP 87	
Proprietary interest in site:CLONER		THE SOCIETY OF ST. DIXENT de PAUL
DESCRIPTION OF REQUEST: UACATE FX15	TING LOT!	& Doch Family Limited Portnership
LINES & CREATE ONE NEW	LOT	
Is the applicant seeking incentives pursuant to the Family	Housing Development Prod	Tram? Vos No
SITE INFORMATION: ACCUPACY OF THE EXISTING LEGA	L DESCRIPTION OF THE PROPERTY	grant! res No.
Lot of Tract No. 2 Lot of Tract	TS a, 3, 4 5 5, Ex	CIAL! ATTACH A SEPARATE SHEET IF NECESSARY.
Lot or Tract No. E LOT 9-H BS. 11, Keuse	RAT Timotes	Block: // Unit:
Subdiv/Addn/TBKA: LOT "A, BLOCK IICE	leven ST. WINCE	NT DE PAUL CAMPUS
Existing Zoning: C-2	roposed zoning:	9-2 MRGCD Map No N/A
11.72		
	101905	92102553/3/3
ASE HISTORY:	1-1/000	
List any current or prior case number that may be relevant	to your application (Proj.,	App., DRB, AX_Z_, V_, S_, etc.):
	10/ 705	921023 93/3/0
ASE INFORMATION: Within city limits? Yes Within 1000FT of	5 1 15110 1/2	101100001
		_
No. of existing lots: 6 No. of proposed	lots: //owF) Total	site area (acres): 1.3967 Ac.
LOCATION OF PROPERTY BY STREETS: On or Near: _		
Between: GRALECAND DRIVE NE	$_{-}$ and $_{-}$ $Si=6$	RA PRIVE DE
Check if project was previously reviewed by: Sketch Plat/P		
GNATURE ass Hay	rand)	DATE 3-15-13
(Print Name) 7055 L. Hou	ARD	Applicant: Agent:
R OFFICIAL USE ONLY		1827 CO 18 100
INTERNAL ROUTING		Revised: 4/2012
All checklists are complete	case numbers	Action S.F. Fees
All fees have been collected	- 70481	P\$F \$215.00
All case #s are assigned —————		\$ 20.00
AGIS copy has been sent		\$ 2 2 2
Case history #s are listed Site is within 1000ft of a landfill		<u></u> \$
F.H.D.P. density bonus	•	<u></u> \$
EHDP for rehate	Mari 22	Total
Hearing dat	e March 27	2013 \$ 235.00
J-18-13	Project #	1009516
Staff signature &		

Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies Zone Atlas map with the entire property(ies) clearly outlined Letter briefly describing, explaining, and justifying the request

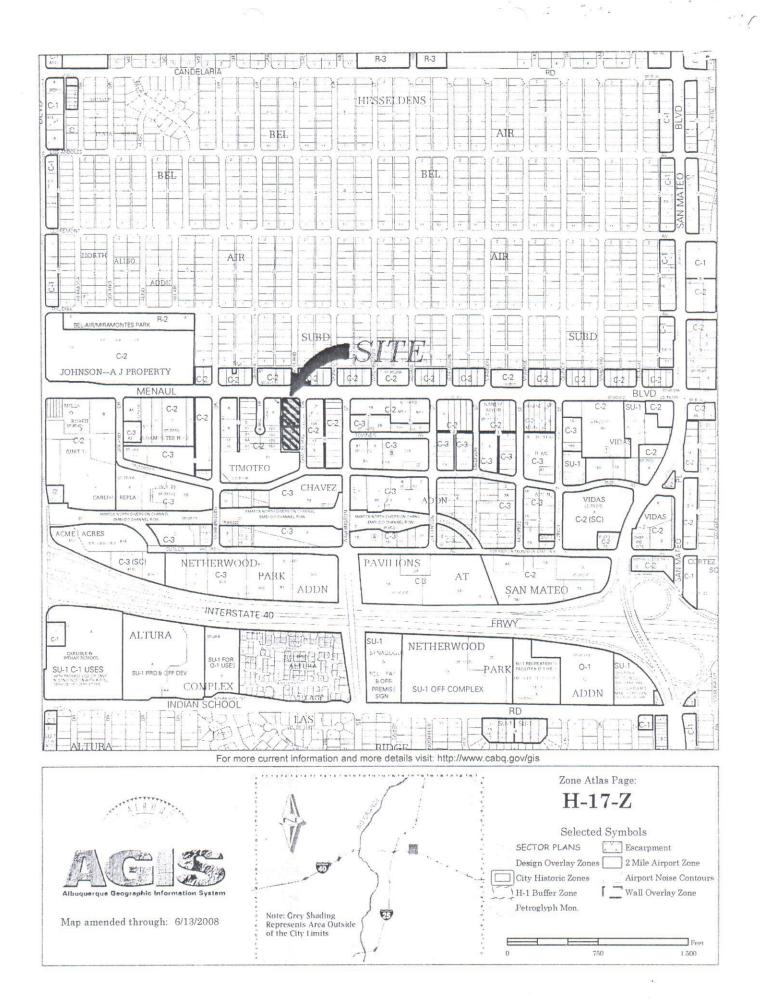
Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat List any original and/or related file numbers on the cover application

Amended preliminary plat approval expires after one year

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

Applicant name (print)

		Applicant signature / date
Checklists complete Fees collected Case #s assigned Related #s listed	Application case numbers	Project # O Planner signature / da



ROSS HOWARD SURVEY COMPANY

LAND SURVEYING

P.O. BOX 887 CORRALES, NEW MEXICO 87048 PHONE (505) 897-0291 / FAX (505) 897-7111 / E-MAIL: rhsurve@comcast.net

March15, 2013

Mr. Jack Cloud-DRB Chairperson Plaza Del Sol Building Planning Department 600 2nd Street NW Albuquerque, New Mexico 87102

Subject: The South Thirty Feet (S.30') of Lot numbered One (1) and all of Lots numbered Two (2), Three (3), Four (4) and Five (5); Except the South Twenty Feet (S.20;) of Lot numbered Five (5) in Block numbered Eleven (11) of The Revised Plat of TIMOTEO CHAVEZ ADDITION, City of Albuquerque, per plat recorded June 29, 1949 (C-159): Together with Lot 9-A, Block 11, TIMOTEO CHAVEZ ADDITION, per plat recorded January 6, 2004 in Book 2004C, Page 4. Containing a combined gross area of 0.1.3967 acres, more or less:

Address: 4120 Menaul Boulevard NE & 2519 Graceland Avenue NE, Albuquerque, New Mexico 87107.

Dear Jack,

Ross Howard Company, represent The Society of St. Vincent de Paul, whose address is 4120 Menaul Boulevard NE, Albuquerque, New Mexico 87107.

The Archdiocese of Santa Fe (The Society of St. Vincent de Paul) have requested that we prepare a Minor Subdivision Plat, i.e., vacation of the existing lot lines and indicate a new one lot replat, removing said interior lot lines, so that they can move forward for a remodeling project on the old 'Unpainted Furniture Building' and 'Warehouse' for a 'Thrift Store and Clearinghouse' at said 4120 Menaul Boulevard NE & 2519 Graceland Avenue NE, of which they purchased earlier last year.

If we can be of further assistance, please contact me by e-mail or phone.

Yours truly,

Ross Howard

For: The Archdiocese of Santa Fe

Job No. 12-035

REVOCABLE PERMIT

Project Name:

Society of St Vincent de Paul

Project Number: H17-017

THIS REVOCABLE PERMIT ("Permit"), made and entered into this 13th day of 1000cl. 2013 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as grantor and The Society of St Vincent de Paul. Archdiocese of Santa Fe (hereinafter collectively referred to as the "Permittee") as permittee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. Recital. The Permittee is the owner of certain real property ("Permittee's Property") located at 4120 Menaul Blvd NE, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

The South Thirty feet (S. 30') of Lot numbered One (1) and all of Lots numbered Two (2), Three (3), Four (4), Five (5) excepting the South Twenty feet (S.20') of Lot numbered Five, and all of Lots numbered Six (6), Seven (7), Eight (8), and Nine (9) of Block numbered Eleven (11) of the TIMOTEO CHAVEZ ADDITION to the City of Albuquerque, New Mexico, as the same are shown and designated on the Revised Plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the 29th day of June, 1949.

The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within Permittee's Property, and more particularly described in a certain Dedication Deed and known as: Menaul Blvd right-of-way fronting 4120 Menaul Blvd NE.

If the City's Property is an easement, then give legal description and filing information: Not applicable

- 2. Permit. Subject to the terms and conditions of this Permit, the City grants Permittee the right to construct, install, operate, maintain, replace and remove 8'x15' sign 20' in air on pole encroaching 4.5'x1.5' into Menaul Blvd NE right-of-way (hereinafter referred to as the "Facility") within the City's Property, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this Permit: sign at 4120 Menaul Blvd NE (hereinafter referred to as the "Location").
- 3. Use. The Permittee shall use the Location solely for retail and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

Doc# 2013028789 03/14/2013 02 20 PM Page 1 of 9 PERM R \$25 00 M. Toulouse Oliver, Bernalillo County 4. <u>Compensation</u>. As compensation for this Permit, the Permittee shall pay the City a one time administrative fee of \$500.00 plus the sum of Sixteen and eighty-eight hundred Dollars (\$ 16.88) for each year this Permit is in effect (hereinafter referred to as the "Annual Fee").

The Annual Fee shall be paid to the City upon execution of this Permit, and by the same month and day each year thereafter for the term of this Permit.

- 5. <u>Term, Termination and Removal</u>. This Permit will remain in effect for a period of ten (10) years from the date of execution of this Permit (hereinafter referred to as the "Term"), unless terminated and revoked as a result of
 - a. The Permittee's breach of any provision of or default in the performance of any obligation pursuant to this Permit. If Permittee breaches any of the provisions hereof or is in default in the performance of any obligation imposed hereunder, the City may give thirty (30) days written notice (the "Notice Period") to the Permittee of the termination of this Permit. If the Permittee remains in default or the breach of any provision hereof remains uncured at the end of the Notice Period, this Permit shall terminate; or
 - b. The Permittee's giving the City written notice ninety (90) days in advance of termination; or
 - c. The City's giving the Permittee written notice ninety (90) days in advance of termination; or
 - d. An order of a court of competent jurisdiction.

Upon termination of this Permit and any renewal hereof, the Permittee shall abandon the use of the Facility, and shall remove the Facility and restore the City's Property as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Permittee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Permittee fails to remove the Facility and restore the City's Property, the City may perform the work and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of such work.

Termination of this Permit for any reason shall not release the Permittee from any liability or obligation relating to the installation, operation, maintenance or removal of the Facility or any other term of this Permit.

6. Renewal of Permit. If both the City and the Permittee wish to extend the Term of this Permit, then, before the expiration of the Term, the City and the Permittee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this Permit. The agreement of the City shall not be unreasonably withheld, conditioned or delayed. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to writing, signed by both parties.

7. Location, Installation, Maintenance and Removal. At its own expense, the Permittee shall install, construct and maintain the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the City's Property, or the use of the City's Property by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Permittee's proposed installation will interfere with existing City installations or any existing underground installations, then the Permittee shall modify its installation at the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Permittee. All permits required by the City for work within the right-of-way will be the responsibility of the Permittee's contractor.

After installation of the Facility, the Permittee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, restoring them to as close to their original condition as is reasonably possible.

If, in the judgment of the City, the Permittee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Permittee's obligations shall not release the Permittee from liability for any loss or damage caused by the Permittee's failure to perform its obligations.

Installation, maintenance and removal of the Facility shall be accomplished in a manner which will not unreasonably impede traffic adjacent to the Location or impede its use as a public way, as determined by the City. The timing and manner of such construction, maintenance and removal shall be done in compliance with the City's requirements.

If the Facility, or any part thereof, is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Permittee or await action by the Permittee, the City may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Permittee, which will reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of such actions.

- 8. <u>As-Builts</u>. Upon completion of the construction and installation of the Facility, the Permittee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
- 9. <u>Insurance</u>. During the Term of this Permit, including renewals, if any, the Permittee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance, replacement, removal or other activity related to the Facility. The insurance policy shall name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The insurance policy shall provide coverage per occurrence and

shall state the project name and project number. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date of the Permit, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: Risk Management. A certificate of insurance in compliance with the above must be furnished to the City with the execution of this Permit and prior to commencement of construction.

- 10. <u>Indemnity/Liability</u>. The Permittee shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Permittee agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Permittee, its agents, representatives, contractors or subcontractors or arising from the failure of the Permittee, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Permittee herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.
- 11. Entire Agreement. This Permit contains the entire agreement of the parties regarding the Facility and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 12. <u>Changes</u>. Changes to this Permit are not binding unless made in writing and signed by both parties.
- 13. <u>Captions</u>. The captions to the sections or paragraphs of this Permit are not part of this Permit and will not affect the meaning or construction of any of its provision.
- 14. <u>Binding Effect</u>. This Permit is binding upon and inures to the benefit of the successors and/or assigns of the parties.
- 15. <u>Compliance with Laws</u>. The Permittee and its contractors shall comply with all federal, state and local laws, ordinances, regulations and rules and will not discriminate illegally against any person. The Permittee's attention is specifically drawn to 62-14-1 et seq. NMSA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage to pipelines and underground utility lines.
- 16. <u>Applicable Law</u>. This Permit is governed by and construed and enforced in accordance with the laws of the State of New Mexico.
- 17. Construction and Severability. If any part of this Permit is held to be invalid or unenforceable, the remainder of this Permit will remain valid and enforceable if the remainder of the Permit is reasonably capable of completion.

18. Assignment. The Permittee shall not assign any interest in this Permit.

Notice. For purposes of giving formal written notice to the Permittee, the Permittee's address is:

St Vincent de Paul Thrift Store 4120 Menaul Blvd NE Albuquerque, New Mexico, 87110 Phone No.: (505) 346-1500 ext. 3

For purposes of giving formal, written notice to the City, the City's address is:

Mayor City of Albuquerque P.O. Box 1293 Albuquerque, New Mexico 87103

Copies of any notices to the City must also be given to:

City Engineer City of Albuquerque P.O. Box 1293 Albuquerque, New Mexico 87103

Written notice must be made either personally or by certified United States mail. If the notice is mailed, the notice will be complete 3 days after deposited in the United States mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this section.

- 19. <u>Joint and Several Liability</u>. The Permittee shall be jointly and severally liable to the City for the performance of Permittee's obligations pursuant to this Permit.
- 20. <u>Approval Required</u>. This Permit shall not become effective or binding until approved by the City Engineer.
- 21. Run with the Property. This Agreement shall be binding upon Permittee's Property, its successors and assigns and shall run with title to the Permittee's Property.

IN WITNESS WHEREOF, the City and the Permittee have executed this Revocable Permit the day and year first above written.

PERMITTEE: St Vincent de Paul Society	CITY OF ALBUQUERQUE:
By [signature]: Chris Kuchu	By: Hekal Jan
Name [print]: Chris L. Rucker	Richard Dourte, City Engineer
Title: Operations Manager	Dated: 3-13-13
Dated: February 14, 2013	spu
PERMITTEE'S NOTA	ARY
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO) ss	
This instrument was acknowledged before me on to 20/3, by Chris rucker Operations manager St Undent de Paul Secient	his 14 day of 1-epr Vary, (name of person signing permit). (title of person signing permit). of (Permittee).
(SEAL)	Notary Public
My Commission Expires:	
16-August 18 2016	
	OFFICIAL SEAL Wallace Miller Notary Public State of New Mexico My Comm. Expires

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 13 day of Warch.

2013, by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

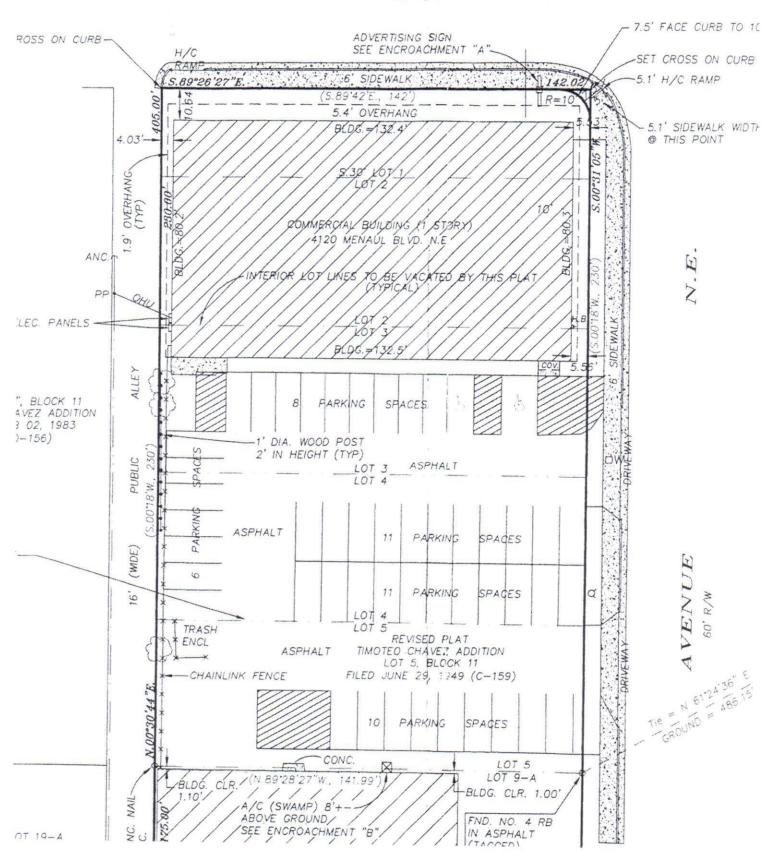
(SEAL)

My Commission Expires:

11-7-16



4120 MENAUL BOULEVARD N.E.



15'

S. Vincent de Paul Society

4120

DXF Electronic Approval Form

DRB Project Case #:	1009516	
Subdivision Name:	ST VINCENT DE PAUL CA	MPUS / LOT A BLK 11
Surveyor:	DAVID R KRAEMER	
Contact Person:	ROSS HOWARD	
Contact Information:	5058970291	
DXF Received:	4/1/2013	Hard Copy Received: 4/1/2013
Coordinate System:	NMSP Grief (NAD 83)) ,
_//		4/2/13
	Approved	` Date
* The DXF file cannot	be accepted (at this time) for	or the following reason(s):

AGIS Use Only

Copied fc 9516

to agiscov on 4/2/2013

Contact person notified on 4/2/2013

City of Albuquerque Planning Department

DEVELOPMENT AND BUILDING SERVICES

STANDARD APPLICATION, Paper Plans Required

DEVELOPMENT REVIEW BOARD

Category Code 910 2013 070 481

03/18/2013 Issued By: BLDAVM 183947

Application Number: 13DRB-70481, Minor - Preliminary/ Final Plat Approval

Address:

Location Description: GRACELAND DR NE AND SIERRA DRIVE NE

Project Number: 1009516

Applicant Agent / Contact

THE SOCIETY OF ST VINCENT DE PAUL ROSS HOWARD COMPANY

4120 MENAUL BLVD PO BOX 887
ALBUQUERQUE NM 87107 CORRALES NM 87048

346-1504 220-2791

Application Fees

APN Fee		
Conflict Mgmt Fee		\$20.00
DRB Actions		\$215.00
	TOTAL:	\$235.00

Payment Total: \$235,00 0901 Conflict Manas, Fee 0903 DRB Actions

Date:3/18/2013 Office:ANNEX
Stat ID:WS000008 Cashier:TRSSIV
Batch: 1634 Trans \$:32
Permit: 2013070481