



Supplemental Form (SF)

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- V** Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plans)
- P** Adoption of Rank 2 or 3 Plan or similar
- Text Amendment to Adopted Rank 1, 2 or 3 Plan(s), Zoning Code, or Subd. Regulations
- D** Street Name Change (Local & Collector)
- L A** **APPEAL / PROTEST of...**
 - Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other

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

APPLICATION INFORMATION:

Professional/Agent (if any): _____ PHONE: _____
 ADDRESS: _____ FAX: _____
 CITY: _____ STATE _____ ZIP _____ E-MAIL: _____

APPLICANT: Billy W. Baca PHONE: 220-0380
 ADDRESS: 2725 "B" Rio Grande Blvd N.W. FAX: 345-0396
 CITY: Albuquerque STATE NM ZIP 87104 E-MAIL: baca2725@aol.com
 Proprietary interest in site: owner List all owners: _____

DESCRIPTION OF REQUEST: Replat

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

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

Lot or Tract No. 6 Block: _____ Unit: _____
 Subdiv/Addn/TBKA: Garden Acres Addition
 Existing Zoning: R-1 Proposed zoning: N/A MRGCD Map No _____
 Zone Atlas page(s): F-14 UPC Code: _____

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App. DRB, AX, Z, V, S, etc.): 1009853

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? NO
 No. of existing lots: 1 No. of proposed lots: 2 Total site area (acres): 0.4643
 LOCATION OF PROPERTY BY STREETS: On or Near: Greigos n.w.
 Between: 12th ST. and Teodocio Rd NW

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

SIGNATURE Billy W. Baca DATE 3-27-14
 (Print Name) Billy W. Baca Applicant: Agent:

FOR OFFICIAL USE ONLY

- 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>14DRB - 70092</u>	<u>P&F</u>	—	<u>\$ 285.00</u>
—	<u>CMF</u>	—	<u>\$ 20.00</u>
—	—	—	\$ —
—	—	—	\$ —
—	—	—	\$ —
Total			<u>\$ 305.00</u>

Hearing date April 9, 2014

3-31-14
Staff signature & Date

Project # 1009853

Revised: 4/2012

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

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

- SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.
- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - List any original and/or related file numbers on the cover application

- EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.
- required.
- Preliminary Plat reduced to 8.5" x 11"
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Copy of DRB approved Infrastructure list
 - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
 - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.

- MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.
- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
 - Design elevations & cross sections of perimeter walls **3 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
 - Copy of recorded SIA
 - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
 - List any original and/or related file numbers on the cover application
 - DXF file and hard copy of final plat data for AGIS is required.

- MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.
- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
 - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
 - Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
 - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
 - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application
 - Infrastructure list if required (**verify with DRB Engineer**)
 - DXF file and hard copy of final plat data for AGIS is required.

- AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.
- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
 - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year

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

Billy W. Baca
Applicant name (print)

Billy W. Baca 3-27-14
Applicant signature / date

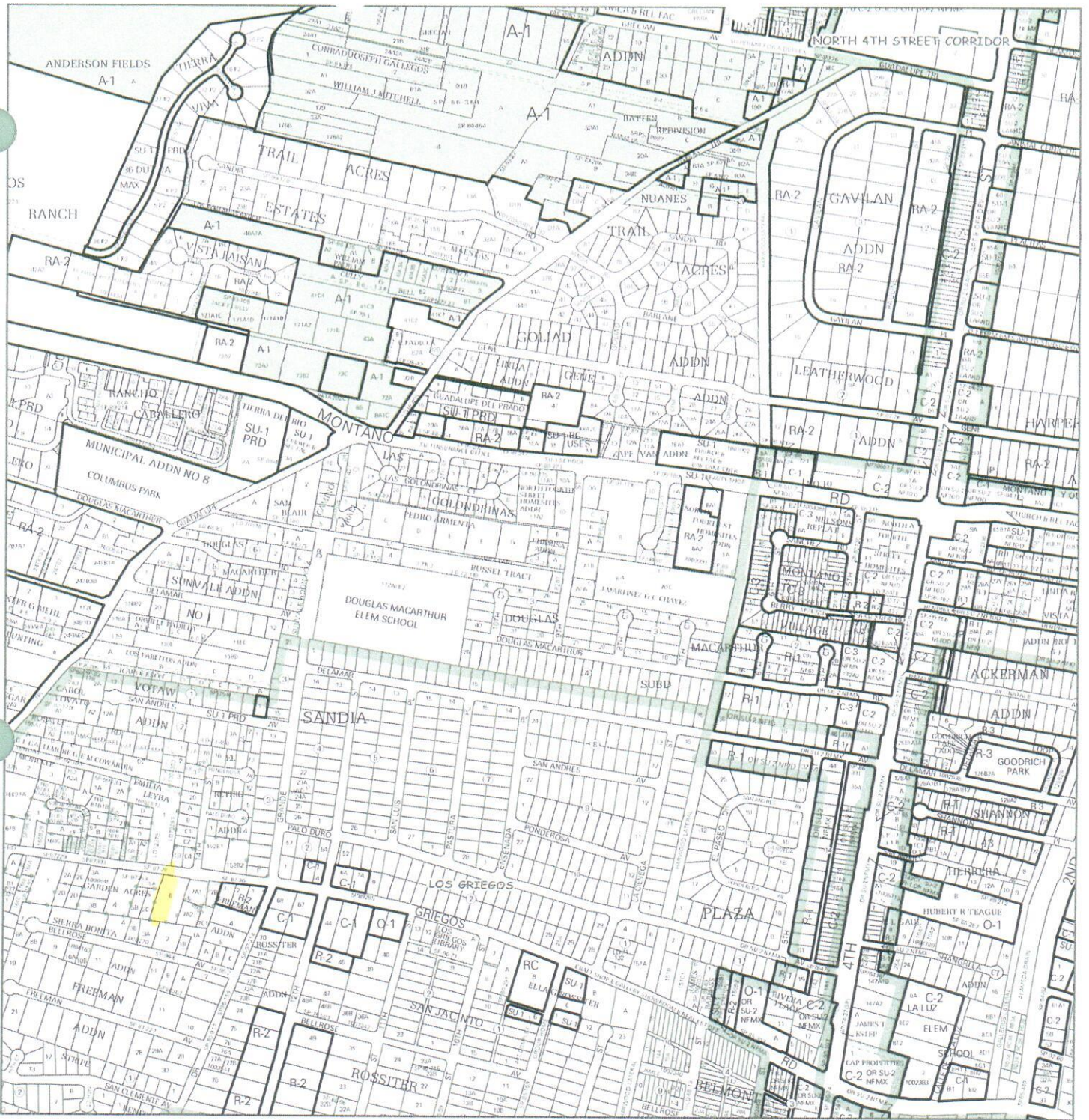


Form revised **October 2007**

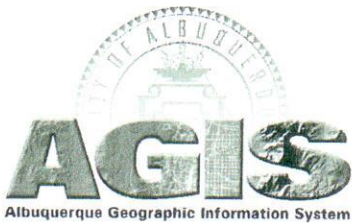
- Checklists complete
 - Fees collected
 - Case #s assigned
 - Related #s listed
- Application case numbers
14 - DRB - 70092

[Signature] 3-31-14
Planner signature / date

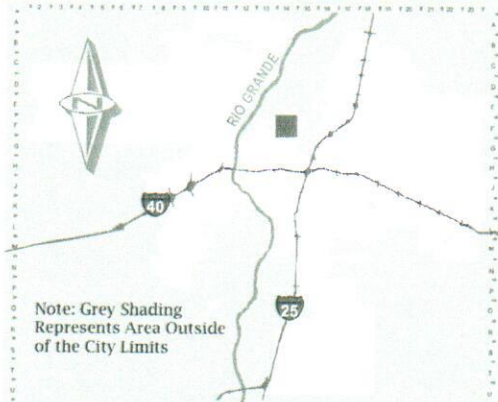
Project # 1009853



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












Map amended through: 1/24/2011



Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
F-14-Z

Selected Symbols

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

0 750 1,500 Feet

March 28, 2013

City Of Albuquerque
Planning Division
Albuquerque, NM 87102

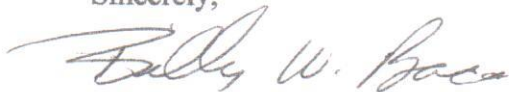
RE: Replat of - 1338 Griegos Rd. NW
Albuquerque, NM 87107

To Whom It May Concern:

The purpose of this letter is to replat 1338 Griegos Rd. NW, Lot 6 of Garden Acres,
into Lot 6A & 6B of Garden Acres.

In keeping with the city's infield development, I am requesting this property be divided
into two (2) lots. Water and sewer does exist at front of property. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Billy W. Baca".

Billy W. Baca, owner

DRB Project # 100 9853

APS Cluster Valley

EXHIBIT B

FINAL

PRE-DEVELOPMENT FACILITIES FEE AGREEMENT

THIS AGREEMENT is made by and between the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, New Mexico ("Albuquerque Public Schools" or "APS"), a public school district organized and existing pursuant to the laws of New Mexico, and

Billy W. Bara ("Developer") effective as of this 27 day of March, 2014 and pertains to the subdivision commonly known as 1338 Greigos n.w. and more particularly described as LOTS 6 A AND 6 B Garden Acres Addition
(use new legal description of subdivision) (the "Subdivision".)

WHEREAS, In order to provide for APS becoming more knowledgeable of development plans within the City so that APS may better plan for future growth, the City of Albuquerque requires that APS approve the plat(s) for any new subdivision; and

WHEREAS, Developer is proposing the development of a new subdivision, and requires APS approval of the plat for said subdivision; and

WHEREAS, DEVELOPER is required by the Albuquerque Subdivision Ordinance to provide appropriate infrastructure and improvements as a condition of developing a subdivision; and

WHEREAS, as a condition of approving such plat APS requires the provision of appropriate infrastructure and facilities or the payment of a facilities fee for each new residence to be constructed to help defray the cost of school construction, expansion, or maintenance;

THEREFORE, in consideration of the mutual promises contained herein, APS and Developer agree as follows:

1. Developer agrees that a facilities fee will be paid to APS for each dwelling unit to be constructed in the Subdivision.
2. The amount of the fee shall be:
 - If the permit is issued on or after January 1, 2010, the fee shall be \$2975 per dwelling unit.
 - If the permit is issued on or after August 1, 2011 the fee shall be \$1075 per dwelling
 -

The fee for each dwelling unit in multi-family residential structures shall be sixty percent (60%) of the fee for a single family home. "Multi-family residential structure" means any type of residential property other than single-family houses (one single family, detached dwelling unit per lot).

3 . Developer agrees that the fee shall be paid to APS at or before the issuance of any building permit for any lot or other parcel of property subject to this agreement.

4 . Developer may satisfy all or part of its obligations under this contract by transferring improved or unimproved property to APS, provided that APS must agree to the transfer and to the value placed on the transferred property. APS, upon accepting such transfer, shall credit Developer with an amount equal to the agreed value, and the developer may designate the lot(s) to which such amount(s) shall be applied in satisfaction of its obligations hereunder.

5 . This contract may be recorded in the office the County Clerk of Bernalillo and/or Sandoval County, and shall serve as notice of the Developer's obligation to pay facilities fees. Developer shall include on the plat of the Subdivision a statement that "The property on this plat is subject to a Pre-Development Facilities Fee Agreement with the Albuquerque Public Schools, recorded at [recording data]."

6 . APS, through its Facilities Fee Administrator, will provide a Payment Acknowledgement in the form attached hereto to the Developer reflecting receipt of the facilities fee (or equivalent compensation as described in paragraph 4 above), which form may be given to the City to show satisfaction of the fee obligation and satisfy that condition for receiving building permits. Developer may record that Payment Acknowledgement in the real estate records of Bernalillo or Sandoval County, but APS shall not be responsible for paying any recording fees nor shall APS be responsible for recording any such documents with the office of the County Clerk or any other office.

DRB Project # 1009853

APS Cluster Valley

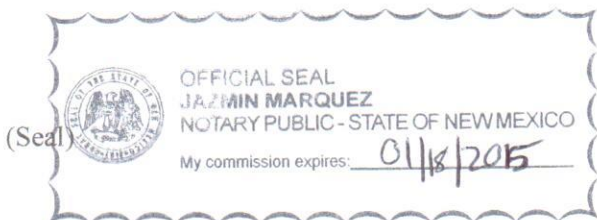
Billy W. Baca
Signature

Billy W. Baca
Name (typed or printed) and title

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on March 27, 2014, by Billy W. Baca as Owner of _____, a corporation.



Jazmin Marquez
Notary Public
My commission expires: 01/18/2015

ALBUQUERQUE PUBLIC SCHOOLS

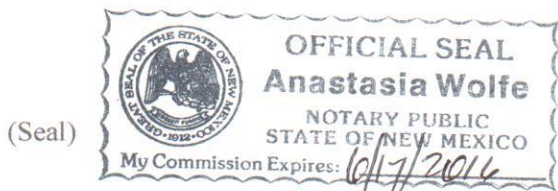
By: April L. Winters
Signature

April L. Winters, Facility Fee Planner
Name (typed or printed) and title

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on March 28, 2014 by April L. Winters as Facility Fee Planner of the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, and school district organized and existing under the laws of the State of New Mexico.



Anastasia Wolfe
Notary Public
My commission expires: 6/17/2016



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

Map amended through: 1/24/2011

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
F-14-Z

Selected Symbols

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

0 750 1,500 Feet

City of Albuquerque Planning Department

DEVELOPMENT AND BUILDING SERVICES

STANDARD APPLICATION, Paper Plans Required

DEVELOPMENT REVIEW BOARD

03/31/2014 Issued By: BLD/AVM 231789

Category Code **910**
2014 070 092

Application Number: 14DRB-70092, Minor - Preliminary/ Final Plat Approval

Address:

Location Description: GREIGOS BETWEEN 12TH ST AND TEODOCIO

Project Number: 1009853

Applicant

BILLY W. BACA

2723 "B" RIO GRANDE BLVD NW
ALBUQUERQUE NM 87104
5052200380

Agent / Contact

BILLY W. BACA

2723 "B" RIO GRANDE BLVD NW
ALBUQUERQUE NM 87104
5052200380

Application Fees

APN Fee

Conflict Mgmt Fee \$20.00

DRB Actions \$285.00

TOTAL: \$305.00

City of Albuquerque Treasury
Date: 3/31/2014 OFFICE/AVMEX
Stat ID: 04050000997 Cashier: TRSHOB
Fund: 0449 Trans #115
Payment 2014070092
Receipt No: 06189273
Payment Label: \$305.00
0903 Conflict Mgmt Fee \$20.00
0903 DRB Actions \$285.00
Application Fee Total: \$305.00

7893

REAL ESTATE CONTRACT—FORM 102 (REVISED 3-61)

THIS CONTRACT, made in triplicate, this 17th day of January, 1969.

by and between FIDEL TRUJILLO and EMILLY TRUJILLO, his wife,

403

parties of the first part hereinafter called the Owner, and ROGELIO J. TRUJILLO and VIOLA C. TRUJILLO, his wife, parties of the second part hereinafter called the Purchaser.

WITNESSETH:

1. That the said Owner, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agrees to sell and convey unto the said Purchaser the following real estate situate, lying and being in the County of Bernalillo and State of New Mexico, to-wit:

The westerly portion of Lot numbered Six (6) of GARDEN ACRES, a Subdivision of a tract of land situate in School District No. 22, Bernalillo County, New Mexico, as the same is shown and designated on the Map of said Subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 16, 1932, and more particularly described as follows:

BEGINNING at the Northwest corner of said Lot Six (6) and running thence South 16 deg. 59 min. West, along the westerly line of said Lot 6, 256.20 feet to the Southwest corner; thence South 82 deg. 24 min. East, along the southerly line of said Lot 6, 98.50 feet; thence North 8 deg. 38 min. East, 254.46 feet; thence North 82 deg. 55 min. West, along the northerly line of said Lot 6, 61.60 feet to the place of beginning.

SUBJECT to all patent reservations, restrictive covenants, and reservations of easements and rights-of-way of record.

SUBJECT to Bernalillo County, New Mexico, property taxes for 1969 and subsequent years which the Purchaser hereby assumes and agrees to pay.

SUBJECT to the lien and assessments of the Middle Rio Grande Conservancy District which the Purchaser hereby assumes and agrees to pay.

2. The covenants and agreements on full performance of the conditions, covenants and agreements to be performed by the said Purchaser, to make, execute and deliver to said Purchaser, a good and sufficient warranty deed for the above real estate.

3. In consideration of the premises, the said Purchaser agrees to buy said real estate and to pay said Owner thereof the sum of Seven Thousand Nine Hundred Sixty-two & 2/100 - - - - Dollars \$ 7,962.22

lawful money of the United States of America, which sum is to be paid as follows, to-wit: One Thousand & no/100 Dollars (\$1,000.00 - - - -), cash in hand

and the residue of which sum, to-wit: the balance of \$ 6,962.22 - - - - shall be payable as follows, to-wit:

Purchasers assume and agree to pay the unpaid balance on a Real Estate Contract dated August 15, 1961, between Lillian C. Sawtelle, a single woman, as Owner, and Fidel Trujillo and Emily Trujillo, his wife, as Purchasers, said balance being in the sum of \$6,962.22, payable at the rate of \$50.00, or more, per month, with interest at the rate of 6% per annum, payable monthly and being included in the monthly payments.

All payments made hereunder shall be applied on said Contract.

If not otherwise stated, all monthly payments shall continue until the full purchase price and interest on deferred payments shall have been fully paid. All of said unpaid balance of the purchase price shall bear interest at the rate of six percent (6%) per annum to include, payable monthly and being included in the said monthly pmts.

Further, it is agreed that if this Real Estate Contract is placed by the Owner in the hands of an attorney upon whom the Purchaser in the payment of said sum hereunder for the purpose of making of written demand payment to the termination of said Real Estate Contract, the said Purchaser shall pay, in addition to the payment of all other sums required hereunder, the sum of \$250.00 to cover the cost, expense and fees included in such action.

4. Said Purchaser agree to keep the buildings upon said real estate insured against the hazards covered by fire and extended coverage insurance in an operative company satisfactory to said Owner in the sum of \$ 7,500.00 for the benefit of said Owner and to interest said agent and deliver said insurance policy to said Owner.

5. Said Owner in consideration of the above all taxes up to and including last 1st of 1968, together with all other taxes and charges on said real estate prior to the date hereof, and as if Purchaser agrees to assess said real estate

and taxes on said real estate from the year 1969 and thereafter, pay all taxes and assessments and make all street improvements of record and all other charges that may be levied or assessed by the local authority and which would in the event of failure to pay, be a charge against the said real estate. All taxes, assessments, fees and other charges on said real estate to be paid, related to the date hereof and the date of this contract shall be the responsibility of the Owner of the real estate.

6. Said Purchaser undertakes and agrees to accept any paying lien now asserted against said property and agrees to pay all installments of principal and interest thereon from and after date hereof.

7. Should the said Purchaser fail to keep the said premises insured, so to assess said property, so to pay said taxes and assessments, so to make said street improvements or so to pay said paving installments, the said Owner shall have the right to insure the premises, to assess the property, to pay the taxes and pay the paving lien installments with whatever costs and legal percentages there may be added thereto, and any amounts so paid, with interest at eight per cent per annum from date of payment until repaid shall be included in the unpaid balance of this contract and shall be repaid by the said Purchaser.

8. It is mutually agreed that time is of the essence of this contract. Should the Purchaser fail to make any of the said payments at the respective times herein specified, or fail or refuse to repay any sums advanced by the Owner under the provisions of the foregoing paragraph, or fail or refuse to pay said taxes, assessments or other charges against said real estate and continue in default for **thirty (30)** days after written demand for such payments, or payment of taxes or payment of assessments, or other charges against said real estate, or repayment of sums advanced under provisions of the foregoing paragraph has been made to the Purchaser addressed to **them at 6753 Elwood Drive NW, Albuquerque, New Mexico**

then the Owner may, at his option, either declare the whole amount remaining unpaid to be then due, and proceed to enforce the payment of the same, or he may terminate this contract and retain all sums theretofore paid hereunder as rental to that date and the use of said premises, and all rights of the Purchaser in the premises herein described shall thereupon cease and terminate and **they** shall hereafter be deemed a tenant holding over after the expiration of **their** term without premium or an addendum made by said Owner or his agent showing such default and forfeiture and recorded in the County Clerk's office shall be a leasehold, in favor of any subsequent bona fide purchaser or encumbrancer for value, of such default and forfeiture, and the Purchaser hereby irrevocably authorizes the Owner or his agent to file a declaration and record such default and forfeiture, and agrees to be bound by such declaration as **their** deed and deed.

9. Said Purchaser shall be entitled to the possession of said real estate and return thereon from the date of the completion of the same, or the date of the delivery of the same, or until the delivery by the hereinafter named Escrow Agent to the Owner of all the papers hereinbefore set forth, but the legal title to said real estate shall remain in said Owner until the contract has been fully performed on the part of the Purchaser and deed executed and delivered as hereinafter provided.

10. It is understood and agreed that the completion of all the stipulations and agreements herein contained, said Owner's work at the time of delivery of Warranties, the legal title to said Purchaser, abstract of title of title in map, showing said real estate, and of legal and marketable title on the date of the delivery of the Warranty Deed. It is further understood and agreed, however, that in favor of the said Purchaser, legal title to the same shall not be made upon the County Records until such time as the title to the above described land and which would put the title in question extra expense in having the title abstracted as aforesaid, then the said Purchaser shall pay to said Owner any and all sums of said extra expense.

11. It is further understood and agreed that no assignment of this contract shall be valid unless the same be embodied in a deed countersigned by the Owner.

12. It is mutually understood and agreed that all the stipulations and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, respectively, of the parties to this contract.

13. It is understood and agreed that, completed herewith, the Owner has executed a good and sufficient warranty deed containing the above described premises to the Purchaser, with said deed, together with a copy hereof, shall be placed in escrow with **First National Bank in Albuquerque, Main Office, Albuquerque, New Mexico**, as a hereby designated and appointed Escrow Agent, to be delivered by the Escrow Agent to the Purchaser upon full compliance with all the stipulations of this contract. In consideration of that fact the said Purchaser executes, completes herewith, a good and sufficient warranty deed containing the above described premises to the Owner, which said special warranty deed shall also be placed in escrow herewith to be delivered by the Escrow Agent to the Owner in the event that the said Purchaser defaults as hereinafter set forth, and remains in default for a period of **thirty (30)** days after written demand for payment as provided for in Paragraph 8.

14. For the purpose of carrying out the terms of this contract, the following letter is directed to the Escrow Agent, to wit:

ESCROW LETTER

To **FIRST NATIONAL BANK IN ALBUQUERQUE**
 Main Office **Albuquerque, New Mexico**
 In re the above contract be **Fidel Trujillo and Emily Trujillo, his wife,**
 Rogelio J. Trujillo and Viola C. Trujillo, his wife,
 of the property hereinafter described, we hand you herewith the following papers to be placed in escrow, to wit:
 1. Original copy of this Real Estate Contract
 2. Warranty Deed
 3. Special Warranty Deed

We also hereby appoint you Escrow Agent hereunder, and direct you as such Escrow Agent to collect the payments provided for in the above contract and place the same so collected to the credit of **the Lillian C. Sawtelle Contract**

Upon full compliance with the terms of said contract on the part of the Purchaser, you are directed to deliver all the above mentioned papers to said Purchaser. In the event that the said Purchaser should default as set forth in the foregoing contract, and so remain in default for a period of **thirty (30)** days after written demand for payment as provided for in Paragraph 8 of the foregoing contract, you are directed to deliver all the above-mentioned papers to said Owner.

Further, the Escrow Agent is hereby instructed by the parties hereto that after each and every written demand is made to the Purchaser, pursuant to Paragraphs 8 and 9, and a copy hereof is furnished to the Escrow Agent, not to accept less than the full amount of the sums due hereunder, as specified in such written demand, inclusive the said additional \$25.00.

IN WITNESS WHEREOF the said parties have hereunto signed and sealed this contract in their own proper persons the day and year first above written:
Albuquerque, N. M., January 19, 1969
 We hereby accept the appointment and designation of Escrow Agent herein and acknowledge receipt of the above mentioned papers.
 (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)



CITY OF ALBUQUERQUE
OFFICE OF ADMINISTRATIVE HEARINGS
ZONING HEARING EXAMINER
NOTIFICATION OF DECISION

BILLY W. BACA requests a special exception to Section 14-16-2-6(B)(1): a CONDITIONAL USE to allow an existing accessory living quarters for all or a portion of Lot 6, GARDENS ACRES zoned R-1, located on 1338 GRIEGOS RD NW (F-14)

Special Exception No: 13ZHE-80694
Project No:..... Project# 1009901
Hearing Date:..... 01-21-14
Closing of Public Record:..... 01-21-14
Date of Decision: 02-05-14

On the 21st day of January, 2014 (hereinafter "**Hearing**") Mr. Baca, (hereinafter "**Applicant**") appeared before the Zoning Hearing Examiner (hereinafter "**ZHE**") requesting a Conditional Use to allow an existing accessory living quarters (hereinafter "**Application**") upon the real property located at 1338 Griegos Rd NW ("**Subject Property**"). Below are the findings of facts:

FINDINGS:

1. Applicant is requesting a Conditional Use to allow an existing accessory living quarters.
2. The City of Albuquerque Code of Ordinances Section § 14-16-4-2 (C) (1) (a) "SPECIAL EXCEPTIONS" reads in part: "*A conditional use shall be approved if and only if, in the circumstances of the particular case and under conditions imposed, the use proposed will not be injurious to the adjacent property, the neighborhood, or the community.*"
3. Applicant testified at the Hearing that the Conditional Use, if approved, will not be injurious to the adjacent property, neighborhood, or the community because the accessory living quarters proposed on the Subject Property will not create any adverse noise, traffic or pollution to the surrounding neighbors. Additionally, the Applicant testified that the accessory living quarters will have access to utilities. The Applicant testified that the accessory living quarters has existed since prior to the 1960's and he believes that it should be "grandfathered in".
4. The ZHE finds that the Applicant met his burden by proving that the existing accessory living quarters (pre-dating the 1960's) has not been a burden on this community and is therefore not injurious to the neighborhood.
5. The City of Albuquerque Code of Ordinances Section § 14-16-4-2 (C) (1) (b) "SPECIAL EXCEPTIONS" reads in part: "*A conditional use shall be approved if and only if, in the circumstances of the particular case and under conditions imposed, the use proposed will not be significantly damaged by surrounding structures or activities.*"
6. Applicant testified at the Hearing that the proposed conditional use, will not be significantly damaged by the surrounding structures or activities.

7. The yellow "Notice of Hearing" signs were posted for the required time period as articulated within City of Albuquerque Code of Ordinances § 14-16-4-2 SPECIAL EXCEPTIONS.
8. The Applicant is unaware of any opposition to the request. The ZHE file didn't receive any correspondence from the Los Griegos NHA.
9. The Applicant has adequately justified the Conditional Use request pursuant to City of Albuquerque Code of Ordinances § 14-16-4-2 SPECIAL EXCEPTIONS.

DECISION:

APPROVAL of a CONDITIONAL USE to allow an existing accessory living quarters.

If you wish to appeal this decision, you may do so by 5:00 p.m., on February 21, 2014 in the manner described below:

Appeal is to the Board of Appeals within 15 days of the decision. A filing fee of \$105.00 shall accompany each appeal application, as well as a written explanation outlining the reason for appeal and a copy of the ZHE decision. Appeals are taken at 600 2nd Street, Plaza Del Sol Building, Ground Level, Planning Application Counter located on the west side of the lobby. **Please present this letter of notification when filing an appeal.** When an application is withdrawn, the fee shall not be refunded.


An appeal shall be heard by the Board of Appeals within 45 days of the appeal period and concluded within 75 days of the appeal period. The Planning Division shall give written notice of an appeal, together with a notice of the date, time and place of the hearing to the applicant, a representative of the opponents, if any are known, and the appellant.

Please note that pursuant to Section 14. 16. 4. 4. (B), of the City of Albuquerque Comprehensive Zoning Code, you must demonstrate that you have legal standing to file an appeal as defined.

You will receive notice if any other person files an appeal. If there is no appeal, you can receive building permits any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. However, the Zoning Hearing Examiner may allow issuance of building permits if the public hearing produces no objection of any kind to the approval of an application. To receive this approval, the applicant agrees in writing to return the building permit or occupation tax number.

Successful applicants are reminded that other regulations of the City must be complied with, even after approval of a special exception is secured. This decision does not constitute approval of plans for a building permit. If your application is approved, bring this decision with you when you apply for any related building permit or occupation tax number. Approval of a conditional use

or a variance application is void after one year from date of approval if the rights and privileges are granted, thereby have not been executed or utilized.



Joshua J. Skarsgard, Esq.
Zoning Hearing Examiner

cc: Zoning Enforcement
ZHE File
Billy Baca, PO Box 7489 87194