



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

SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2A)	<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Form S1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Form S1)	MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input type="checkbox"/> Minor - Final Plat (Form S2)	<input type="checkbox"/> Temporary Deferral of S/W (Form V2)	<input checked="" type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)

BRIEF DESCRIPTION OF REQUEST
 Review of a Sketch Plat showing the proposed vacation of an unused dead-end portion of of San Mateo Place NE right-of-way, located adjacent to Freedom High School. APS would like to plat this property as a separate parcel. Vacation previously approved by City

Council but unfortunately not platted within the year.

APPLICATION INFORMATION

Applicant: Albuquerque Public Schools	Phone: (505)765-5950 x67515
Address: 915 Oak Street SE	Email: amanda.velarde@aps.edu
City: Albuquerque	State: NM
	Zip: 87106-4311
Professional/Agent (if any): Wilson & Company Attn:Pat Jaramillo	Phone: (505)348-4042
Address: 4401 Masthead St. NM Ste:150	Email: pajaramillo@wilsonco.com
City: Albuquerque	State: NM
	Zip: 87109
Proprietary Interest in Site: adjacent property owner	List all owners: City of Albuquerque

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s): H-17-Z	Existing Zoning:	Proposed Zoning
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):

LOCATION OF PROPERTY BY STREETS

Site Address/Street: San Mateo Pl.NE	Between: Cutler Ave. NE	and: Interstate 40
---------------------------------------------	--------------------------------	---------------------------

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

SP-98-125, PR-2019-002485, SD-2019-00110

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature: <i>Patrick A. Jaramillo</i>	Date: 3/29/2022
Printed Name: Patrick A. Jaramillo, Wilson & Company	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees

Meeting Date:	Fee Total:
Staff Signature:	Date:
	Project #

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar or paper copy of plat with property owner’s and City Surveyor’s signatures on it to the meeting. Your attendance is required.

SKETCH PLAT REVIEW AND COMMENT

Interpreter Needed for Hearing? NO if yes, indicate language: _____

- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter describing, explaining, and justifying the request
- Scale drawing of the proposed subdivision plat
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Proposed Final Plat
- ___ Design elevations & cross sections of perimeter walls
- ___ Copy of recorded IIA
- ___ Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer
- ___ DXF file and hard copy of final plat data for AGIS submitted and approved

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- ___ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ Proposed Preliminary / Final Plat with property owner’s and City Surveyor’s signatures on the plat prior to submittal.
- ___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- ___ Sidewalk Exhibit and/or cross sections of proposed streets
- ___ Signed Form DRWS Drainage Report Grading and Drainage Plan, and Water & Sewer Availability submittal information
- ___ Proposed Infrastructure List, if applicable
- ___ Required notice with content per IDO Section 14-16-6-4(K)
 - ___ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- ___ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- ___ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer
- ___ DXF file and hard copy of final plat data for AGIS submitted and approved


Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

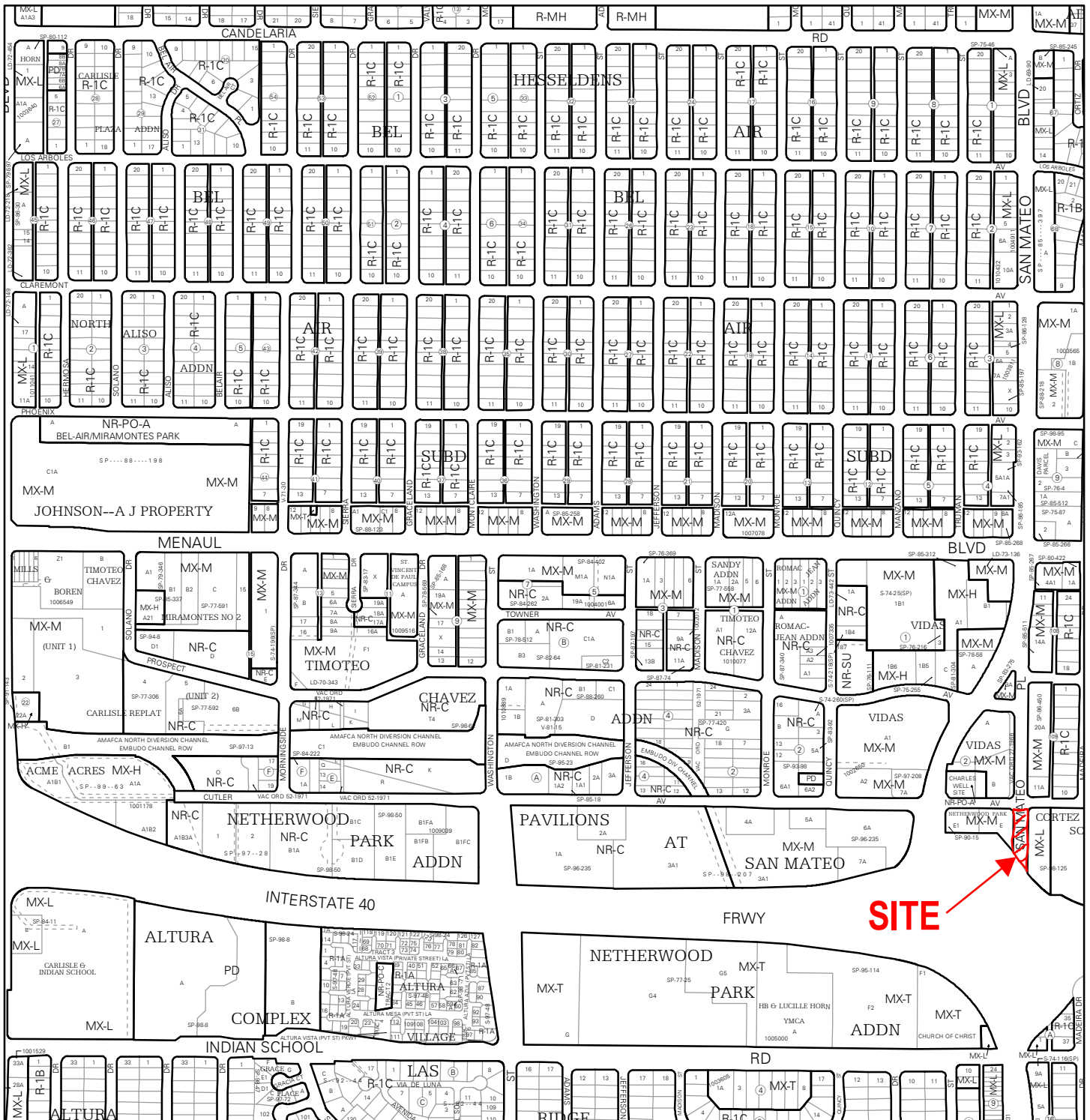
MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- ___ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Infrastructure List, if applicable

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

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



For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas

May 2018

IDZoning information as of May 17, 2018
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).

Zone Atlas Page:
H-17-Z

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

Gray Shading Represents Area Outside of the City Limits



WILSON
& COMPANY

4401 Masthead Street NE Suite 150,
Albuquerque, NM 87109
505-348-4000 phone
505-348-4055 fax

May 30, 2019

Development Review Board
City of Albuquerque
Jolene Wolfley, DRB Chair
P.O. Box 1293
Albuquerque, NM 87103

RE: JUSTIFICATION for REQUEST FOR SKETCH PLAT:
SAN MATEO PLACE NE (at intersection of San Mateo Place NE and Cutler Avenue NE)
ZONE ATLAS PAGE: H-17-Z

Dear Chairman Wolfley,

Wilson & Company, Inc. on behalf of Albuquerque Public Schools respectfully request the review of a Sketch Plat showing the proposed vacation of an unused dead-end portion of San Mateo Place NE right-of-way, located adjacent to Freedom High School. APS would like to plat this property as a separate parcel. The City of Albuquerque is the property owner of record for the right-of-way shown on Zone Atlas page H-17-Z. APS owns the property to the East and NMDOT owns the property to the West. It is bounded on the South by the Interstate 40 Frontage Road right of way (San Mateo Interchange). With the right of way currently being unused as a thoroughfare, the public welfare does not require the retention of the public right-of-way per IDO Part 14-16-6-6(K)(3)(a).

Thank you for your attention concerning this matter. If you have any questions, please contact me at 505-348-4042.

Sincerely,

Pat Jaramillo

Pat Jaramillo
Wilson & Company, Inc.
(Agent for Albuquerque Public Schools)



Amanda Velarde, MBA
Director of Real Estate
amanda.velarde@aps.edu

January 17, 2022,

Developmental Review Board
City of Albuquerque
Jolene Wolfley, DRB Chair
PO Box 1293
Albuquerque, NM 87103

Reference: San Mateo Place NE cul-de-sac

Dear Jolene:

Please accept Wilson & Company, Inc. as Albuquerque Public Schools' (APS') authorized representative for the above referenced project. This letter is for all planning and re-plating purposes, regarding San Mateo Place NE cul-de-sac and unused right of way, located adjacent Freedom High School.

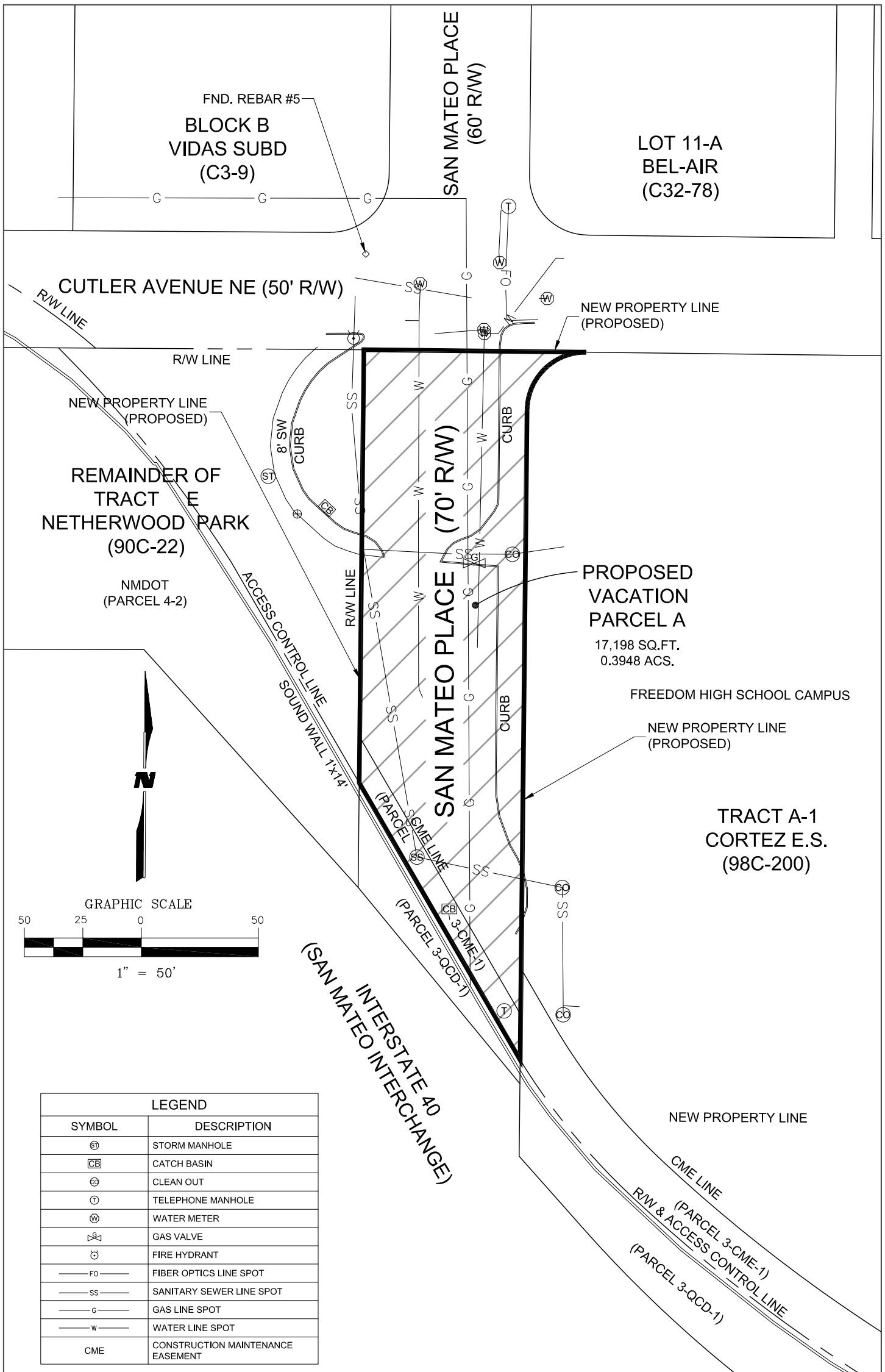
The City of Albuquerque is the property owner of record for the right of way property shown on Zone Atlas page H-18-Z located to the north and south between Cutler Ave and Interstate 40 and to the east and west by Freedom High School and New Mexico Department of Transportation property.

Thank you for your attention concerning this matter. If you have any questions please contact me at 505-768-1574 or Patrick Jaramillo or Ben Aragon at Wilson & Company at 505-348-4067.

Sincerely,

A handwritten signature in blue ink that reads 'A Velarde'.

Amanda Velarde, MBA
Director of Real Estate
Albuquerque Public Schools



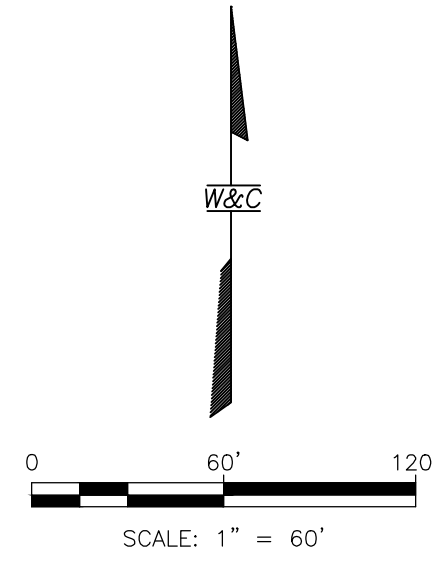
LEGEND	
SYMBOL	DESCRIPTION
⊕	STORM MANHOLE
⊠	CATCH BASIN
⊗	CLEAN OUT
⊙	TELEPHONE MANHOLE
⊕	WATER METER
⊕	GAS VALVE
⊕	FIRE HYDRANT
—FO—	FIBER OPTICS LINE SPOT
—SS—	SANITARY SEWER LINE SPOT
—G—	GAS LINE SPOT
—W—	WATER LINE SPOT
CME	CONSTRUCTION MAINTENANCE EASEMENT

WILSON & COMPANY
 4401 MASTHEAD STREET NE STE:150
 ALBUQUERQUE, NM 87109
 PHONE: 505-348-4000
 FAX: 505-348-4155
 www.wilsonco.com

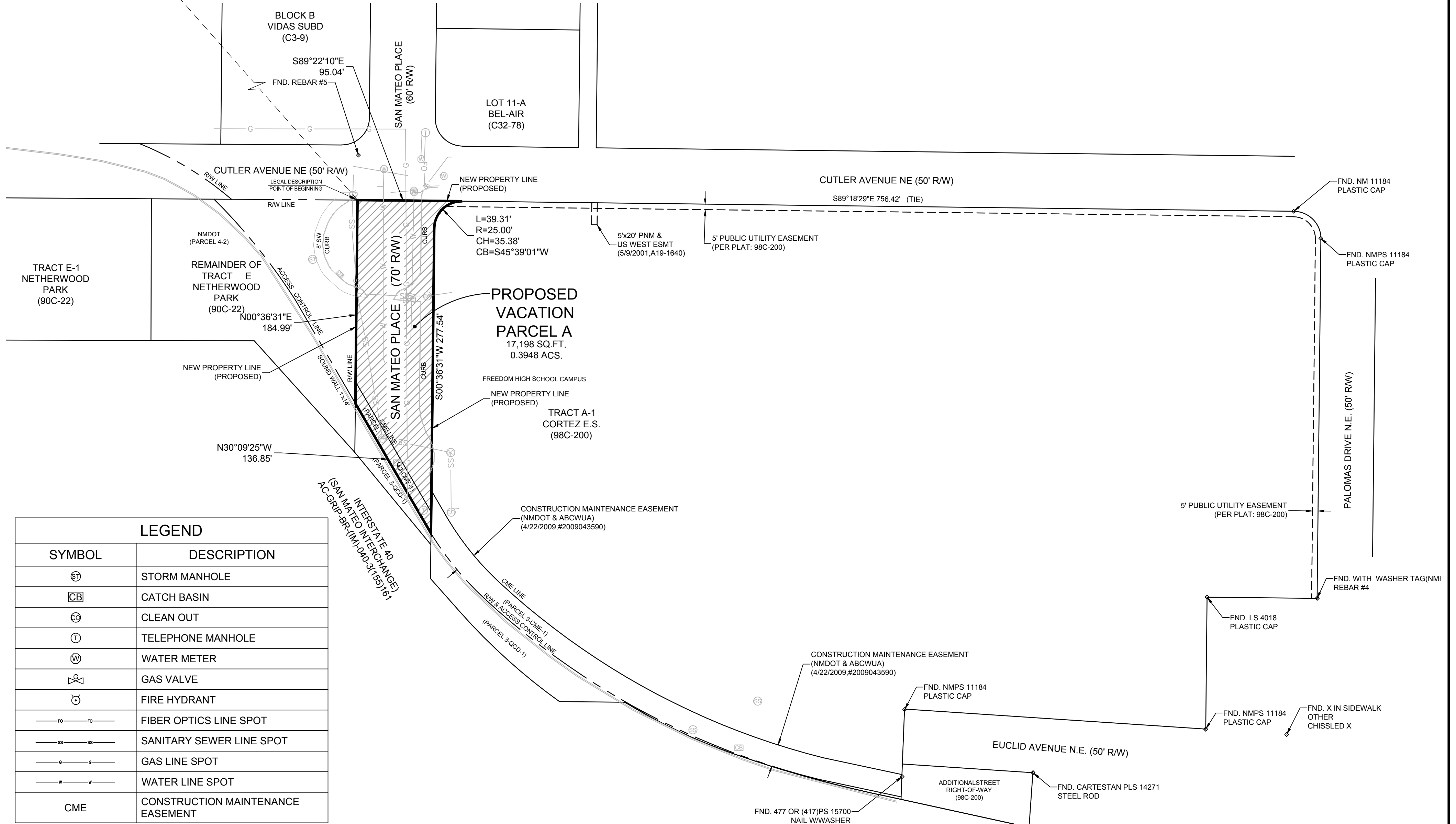
PROJECT NAME
PROPOSED
 RIGHT OF WAY VACATION
 of SAN MATEO PLACE NE
 between CUTLER AVENUE NE and INTERSTATE 40 (San Mateo
 Interchange)

SHEET TITLE	
VACATION EXHIBIT	
DRAWN BY: PAJ	SHEET NO:
CHECKED BY: BMA	1 OF 1
DATE: 3-27-2022	
PROJECT NO: 19-300-066-00	
PATH: M:\SGR\19-300-066-00\ 2 Disciplines\Survey\Drawings\	

SLEETCH PLAT OF
PARCEL A, ALBUQUERQUE PUBLIC SCHOOLS
 (BEING A PLAT OF VACATED SAN MATEO PLACE)
WITHIN SW 1/4 SECTION 12,
T.10N., R.3E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH 2022



CITY OF ALBUQUERQUE
SURVEY CONTROL MONUMENT
"ACS-H-8-17"



LEGEND	
SYMBOL	DESCRIPTION
⊙	STORM MANHOLE
⊠	CATCH BASIN
⊚	CLEAN OUT
⊙	TELEPHONE MANHOLE
⊙	WATER METER
⊕	GAS VALVE
⊙	FIRE HYDRANT
—○—	FIBER OPTICS LINE SPOT
—SS—	SANITARY SEWER LINE SPOT
—G—	GAS LINE SPOT
—W—	WATER LINE SPOT
CME	CONSTRUCTION MAINTENANCE EASEMENT

5/31/19
H18-011

REVOCABLE PERMIT

Project Name: **San Mateo Place R/W Vacation**

Project Number: H18-011

THIS REVOCABLE PERMIT ("Permit"), made and entered into this 20th day June of, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as grantor and **Board of Education, Albuquerque Municipal School District NO.12, Counties of Bernalillo and Sandoval, New Mexico (APS)**, (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 **5400 Cutler Ave NE**, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information) **Tract A1 Plat of Tract A1 Cortez Elementary School (excl s'ly portout to R/W) containing 8.2480 ac +/-**

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:

If the City's Property is an easement, then give legal description and filing information:

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: **Fence property contiguous with Freedom High School** (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: **Property is bordered on east and west by Cutler Ave NE and Interstate 40, and to the north and south by Freedom High School and NM Dept. of Transportation property.** (hereinafter referred to as the "Location").

3. Use. The Permittee shall use the Location solely for **Parking** and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

4. Compensation. As compensation for this Permit, the Permittee shall pay the City a onetime administrative fee of **\$0.00** plus the sum of **\$0.00** for each year this Permit is in effect (hereinafter referred to as the "Annual Fee"). **All fees waived by Shahab Biazar in email sent to APS; government to government.**

CITY ENGINEER

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. Term, Termination and Removal. 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. As-Builts. 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. Insurance. 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. Indemnity/Liability. 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. Changes. Changes to this Permit are not binding unless made in writing and signed by both parties.

13. Captions. 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. Binding Effect. This Permit is binding upon and inures to the benefit of the successors and/or assigns of the parties.

15. Compliance with Laws. 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. Applicable Law. 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:

**APS Real Estate Department
Real Estate Director
915 Locust St SE, Suite 8
Albuquerque, NM 87106**

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. Joint and Several Liability. The Permittee shall be jointly and severally liable to the City for the performance of Permittee's obligations pursuant to this Permit.

20. Approval Required. 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: Albuquerque Public Schools

By: A Velarde

Name: Amanda Velarde

Title: Director of Real Estate

Dated: May 30, 2019

CITY OF ALBUQUERQUE:

By: Shahab Biazar (AV)

Shahab Biazar, P.E., City Engineer

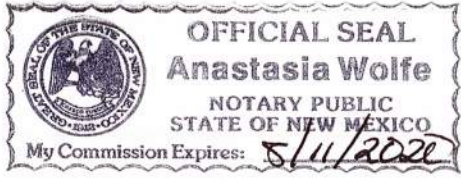
Dated: 6/20/19

PERMITTEE'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 30th day of May, 2019, by Amanda Velarde (name of person signing permit), Director of Real Estate (title of person signing permit) of Board of Education, Albuquerque Public Schools (Permittee).

(SEAL)

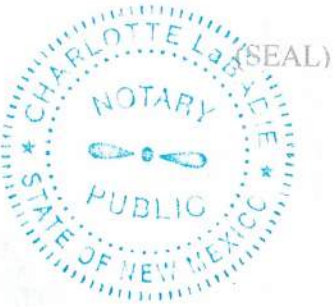


Anastasia Wolfe
Notary Public
My Commission Expires: 5/11/2020

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 20th day of June, 2019, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation on behalf of said corporation.



Charlotte Labadie
Notary Public
My Commission Expires: March 15, 2021

Exhibit A

**AIRSPACE
AGREEMENT SITE**

Size 8,386.40 /SF or
.19+/- AC

Proposed
Fence Line
(pending survey)

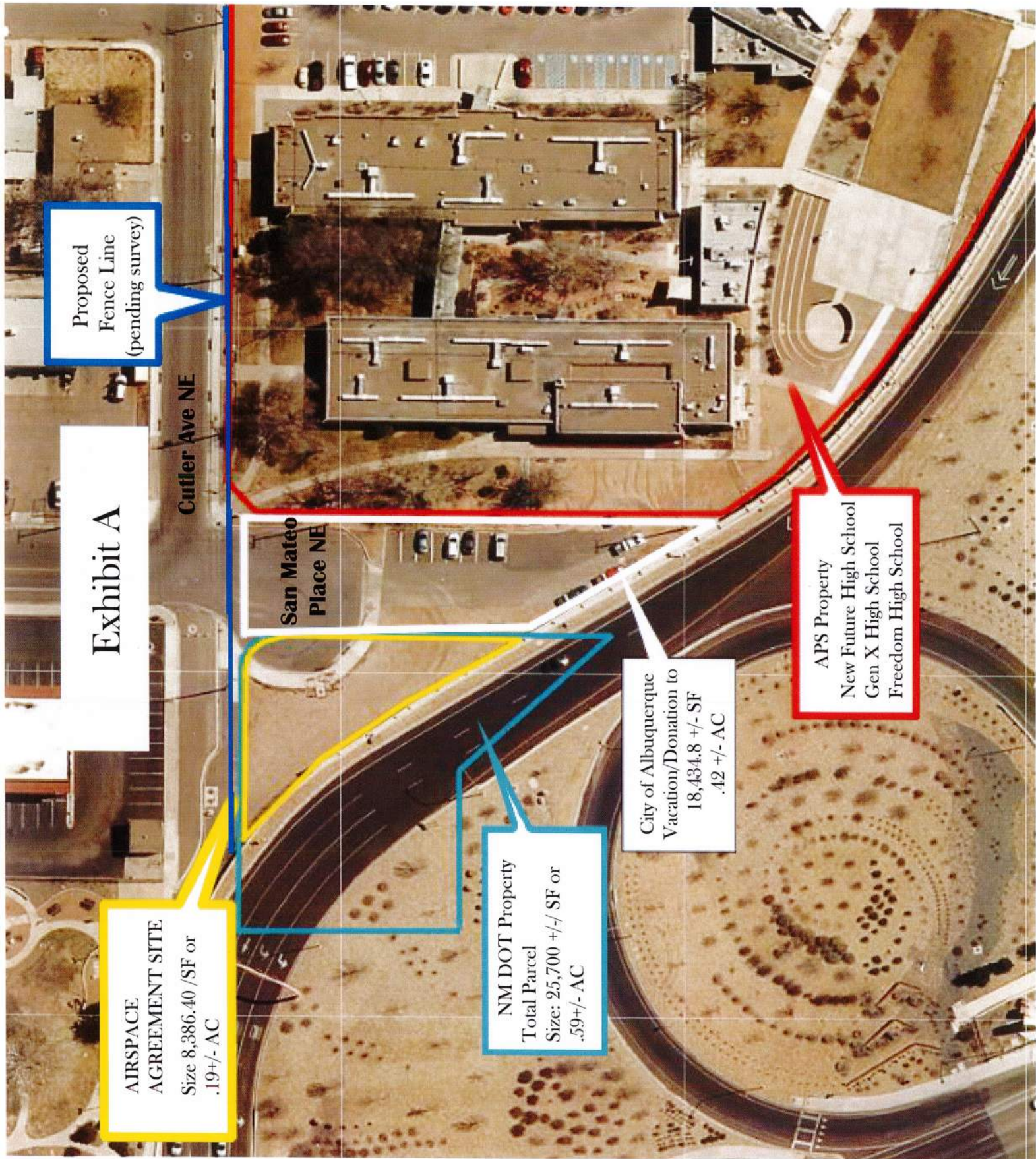
Cutler Ave NE

**San Mateo
Place NE**

NM DOT Property
Total Parcel
Size: 25,700 +/- SF or
.59+/- AC

City of Albuquerque
Vacation/Donation to
18,434.8 +/- SF
.42 +/- AC

APS Property
New Future High School
Gen X High School
Freedom High School



AIRSPACE AGREEMENT

THIS AGREEMENT, by and between the NEW MEXICO DEPARTMENT OF TRANSPORTATION, P.O. Box 1149, Santa Fe, New Mexico, 87504-1149, (hereinafter "NMDOT") and, Albuquerque Public Schools (hereinafter "Permittee").

WHEREAS, Permittee desires to use highway right of way at the below referenced location for a parking area to be utilized by Freedom High School in a manner not inconsistent with or detrimental to NMDOT's statutory obligations for highway control and maintenance and in compliance with municipal or county customs, ordinances, zoning and agreements; For purposes of this Agreement, "Airspace" is defined as that space located above, at or below the highway's established grade line lying within the approved right of way limits; and

It is expressly agreed between the parties that the granting of this Airspace Agreement (hereafter "Agreement") does not convey or in any way give any interest or rights other than as indicated herein.

NOW, THEREFORE, the parties agree as follows:

SECTION 1 NMDOT AGREES:

A. To permit the right-of-way described below, shown in Exhibits A & B, to be used as a parking lot. Portion of excess ROW parcel 4-2 acquired under project AC-GRIP-BR-(IM)-040-3(155)161 located at I-40 and San Mateo Blvd, Albuquerque, New Mexico.

Parcel 4-2

A certain tract or parcel of land situate within projected Section 11, Township 10 North, Range 3 East, located off I-40 and San Mateo Blvd., County of Bernalillo, State of New Mexico, being more particularly bounded and described as follows to wit:

Portion of land as shown as parcel 4-2 on right of way map AC-GRIP-BR-(IM)-040-3(155)161 Bernalillo County and better described in Exhibit A showing subject property to be size 8,386.40 square feet or .19 +/- .

B. In consideration of Permittee's performance under the terms and conditions of this Agreement, to permit the described airspace to be used for a period of five (5) years from the date all parties have signed this Agreement, unless this Agreement is otherwise terminated or revoked as provided herein. Further, upon termination of this Agreement, Permittee shall vacate the premises as provided in Paragraph (O) herein.

C. Subject to the NMDOT's approval, Permittee may have the option of extending this Agreement for up to three (3) additional five (5) year periods, but in no event may the original Agreement plus any extensions thereof exceed a total of twenty (20) years. Each extension shall be exercised by giving written notice to the NMDOT at least 30 days prior to the expiration of the original term or the then current extension period, as applicable, unless the Agreement is otherwise terminated or revoked as provided herein. If the Permittee fails to give such timely notice to the NMDOT, this Agreement will expire and the granting of an extension will be solely within the NMDOT's discretion.

SECTION 2 PERMITTEE AGREES:

A. To develop and use the described airspace solely and exclusively for the purpose of a parking lot in accordance with the exhibit attached hereto as Exhibit A, with approximate limitations attached hereto as Exhibit B and subject to the following conditions:

- 1.) Upon termination of this Agreement, the NMDOT shall have the right to re-enter and repossess the property described herein, and upon such termination, any permission Permittee may have under this Agreement to occupy or use the right of way shall be extinguished and this Agreement shall have no further effect.
- 2.) No change in the established drainage pattern is authorized. Permittee is responsible for additional flow resulting from Permittee's development of site.
- 3.) Permittee is solely liable for contamination of soils and/or ground water resulting from Permittee's activities on the property included within this Agreement. Such liability includes, but is not limited to, costs of response, costs of site investigation and remediation, damages for injury to, destruction of, or loss of natural resources including the costs of assessing such injury, destruction or loss and/or the costs of any health assessments or health effects study. Permittee shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials on or about the property. Hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, codified as 42 U.S.C. §§ 9601, et seq., the Resource Conservation and Recovery Act, codified as 42 U.S.C. §§ 6901, et seq., and any applicable state or local laws and regulations. If, during the term of this Agreement, or any extension thereof, the NMDOT ever requests or requires testing to ascertain whether or not there has been any escape, disposal or release of hazardous substances or materials, the costs of such testing shall be paid solely by Permittee. Permittee's refusal to pay such costs shall be grounds for termination by NMDOT of this Agreement. Permittee shall also indemnify and hold the NMDOT harmless from any release of hazardous substances or materials on the property occurring during the term of this Agreement, or any extension

thereof. Such obligation shall survive the expiration or early termination of this Agreement.

- 4.) If the site is abandoned or is not used for the purposes set forth herein for a period of NINETY (90) DAYS after completion of improvements on the property, the Agreement shall be terminated at the NMDOT's discretion.
- 5.) Permittee shall not construct or allow the construction or display of any outdoor advertising or on-premise advertising on the NMDOT ROW.

B. This Airspace Agreement shall not be transferred, assigned or conveyed to another party. Any attempt by Permittee to transfer or assign this Agreement to another person or entity shall cause the Agreement to immediately terminate and to be of no further force or effect.

C. To maintain any improvements, including any signs erected, be kept in good condition both as to safety and appearance. Said maintenance shall in no way cause interference with highway use. If the NMDOT determines that Permittee has failed to adequately maintain the safety and appearance of its improvements, the NMDOT will send a written notice to Permittee requesting a correction of the condition. The NMDOT may terminate this Agreement or enter the premises to perform the necessary maintenance work if the Permittee has not done so in a satisfactory manner, as determined by the NMDOT, and within fifteen (15) days from the date of written notice of the condition needing repair. In that event, the Permittee shall reimburse all costs incurred by the NMDOT in performing the maintenance work. The NMDOT shall have the right to terminate this Agreement if Permittee fails or refuses to reimburse said costs within the time prescribed by the NMDOT.

D. To allow entry by authorized NMDOT or Federal Highway Administration ("FHWA") representatives when deemed necessary by NMDOT for purposes of

inspection, maintenance, reconstruction, placement of permanent structures, facilities and improvements above, on or below the right of way grade line, or for the purpose of insuring compliance with all provisions of this Agreement. If the NMDOT's activities cause a temporary restriction of Permittee's activities under this Agreement, the Agreement may be terminated or extended by a period equal to the period of the temporary restriction if the Permittee was otherwise in compliance with the terms hereof.

E. Permittee agrees to allow access to the property described herein at any and all times to utility companies for maintenance of any existing and future utilities that include monitoring and remediation activities. The described activities include, but are not limited to installation, operation and maintenance of such utilities. NMDOT shall give permittee at least 30 days' notice of any proposed work on utilities within the permitted Airspace.

F. Permittee agrees to indemnify NMDOT and to hold it harmless from any and all claims of injury to persons or property arising out of the negligent acts, errors and omissions of Permittee, its employees, agents, business invitees and customers in the maintenance and use of the described airspace.

G. Permittee agrees to purchase a policy of either comprehensive general liability insurance or commercial general liability insurance, including contractual liability coverage for its "hold harmless" obligation contained in the preceding paragraph of this Agreement, in the amount of not less than one million dollars (\$1,000,000.00), and naming the NMDOT as an additional insured. A certificate of insurance showing the required coverage shall be provided to the NMDOT no later than seven (7) days after the execution of this Agreement. Furthermore, upon demand, Permittee shall furnish a copy of its insurance policy to NMDOT.

H. Permittee will not possess, occupy, or use the described airspace until such time as the required insurance policies are in force with appropriate certificates of insurance

having been delivered to the NMDOT, and containing a statement that the premiums have been paid in full and that the policy will not be canceled without thirty (30) days notice to NMDOT.

I. Permittee, as a part of the consideration for this Agreement, hereby covenants and agrees that if it constructs, maintains or otherwise operates facilities on the described airspace for a purpose for which a NMDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and 42 USC, Sections 12101 to 12213 (Americans with Disabilities Act), together with all regulations issued pursuant to those laws, including subsequent amendments.

J. Permittee, as a part of the consideration hereof, does hereby further covenant and agree that:

- 1.) No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, age, color, sex, national origin or disability;
- 2.) No person on the basis of race, age, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over or under such land and the furnishing of services thereon;
- 3.) Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and 42 USC, Section 12101 to 12213 (Americans with Disabilities Act) together with all regulations issued pursuant to those laws, including subsequent amendments;

4.) In the event of breach of any of the above nondiscrimination covenants, the NMDOT shall have the right to terminate the Agreement and to re-enter and repossess said property and the facilities thereon and to hold the same as if said Agreement had never been made or issued.

K. This Agreement may be terminated by the NMDOT if the Permittee violates any provision of this Agreement and after written notice such violation is not corrected within such time as the NMDOT deems reasonable.

L. If this Agreement is revoked, terminated or canceled as provided herein, Permittee shall vacate and remove the improvements from the described premises. Such removal must occur within ninety (90) days of the date of notice of revocation, termination or cancellation as provided herein. NMDOT may either accept possession of the remaining improvements or it may require removal of all improvements. If it becomes necessary for the NMDOT to remove the improvements, the Permittee will be billed for the costs of removal. Permittee shall pay NMDOT for each day Permittee retains possession of the property or any part thereof after the termination of this Agreement for any reason, an amount which is double the amount of Rent per day, based on the annual rate of the Monthly Base Rent in effect at the time of such termination, and any applicable additional Rent for such day of the period in which such retention of possession occurs, and Permittee shall also pay all damages, consequential as well as direct, sustained by NMDOT by reason of such retention. Nothing in this provision shall operate as a waiver of NMDOT's right of re-entry or any other right or remedy of NMDOT.

M. If this Agreement is terminated in accordance with the terms hereof, the NMDOT and the FHWA shall not be liable or responsible to Permittee for damages of any nature that may be incurred by Permittee as a result of the termination of this Agreement.

N. The parties agree that the Permittee is not entitled to relocation benefits under the New Mexico Relocation Assistance Act, NMSA 1978, §§ 42-3-1 through 42-3-15.

O. This Agreement may be terminated for the convenience of either party upon written notice received ninety (90) days in advance of termination without the necessity of showing the other's breach or default.


P. This Agreement may be terminated if the NMDOT determines it needs the airspace for highway purposes. In that event, the NMDOT shall provide written notice ninety (90) days in advance of termination.


Q. Excepting the terms and conditions required by law and regulation, this Agreement may be amended by mutual, written agreement and acceptance of the parties. This Agreement may be terminated as provided herein in the event of a dispute resulting from the failure of the parties to agree and accept changes to this Airspace Agreement.

IN WITNESS WHEREOF, the parties here to have set their hands and seals on the day and year first above written.

“PERMITTEE”

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

By: 

By: 
Cabinet Secretary or Designee

On 4/9, 2019

On 3/26, 2019

 3-18-2019

Reviewed and approved as to form and legal sufficiency by the Office of General Counsel.

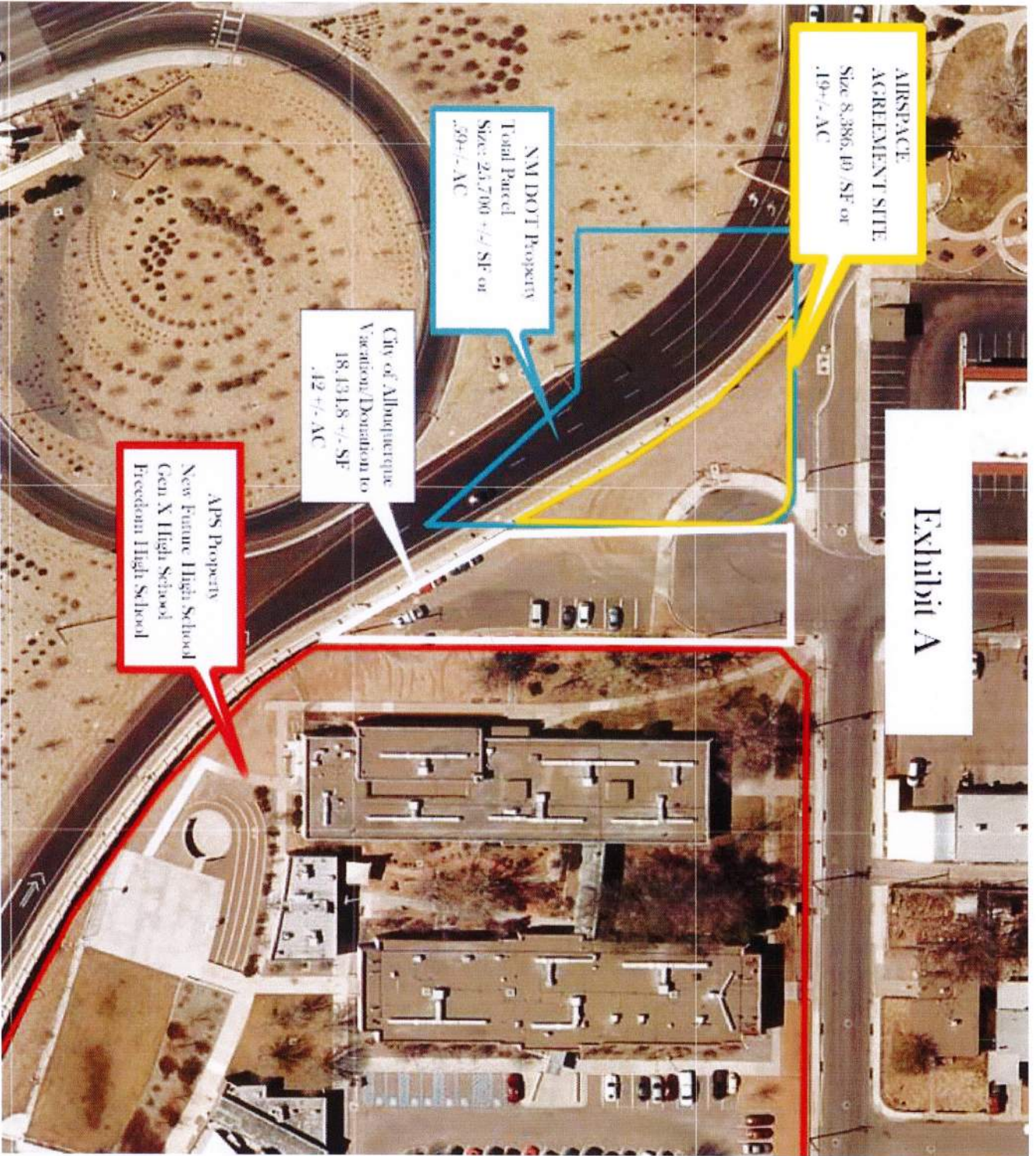
Exhibit A

AIRSPACE
AGREEMENT SITE
Size 8,386,10 /SF or
.19 +/- AC

NM DOT Property
Total Parcel
Size: 25,700 +/- SF or
.59 +/- AC

City of Albuquerque
Variation: Donation to
18,131.8 +/- SF
.42 +/- AC

APS Property
New Future High School
Gen X High School
Freedom High School



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

OFFICIAL NOTIFICATION OF DECISION

July 19, 2019

APS
Amanda Velarde
Director of Real Estate
915 Oak Street SE
Albuquerque, NM 87109

Project# PR-2019-002485
Application# SD-2019-00110
VACATION OF PUBLIC RIGHT OF WAY

LEGAL DESCRIPTION:

for all or a portion of SAN MATEO PLACE NE located south of CUTLER AVE NE and north of I-40, containing approximately 18,435 SF. (K-9)

On July 17, 2019 the Development Review Board (DRB) held a public meeting concerning the above referenced application and recommended approval of the request based on the following Findings:

1. This is a request to vacate a portion of San Mateo Place Right of Way which is located south of Cutler Ave NE and north of I-40. The area of the vacation is approximately 18,435 square feet and is shown on the revised exhibit submitted July 17th.
2. Pursuant to section 14-16-6-6(K)(2)(e), the DRB will make a recommendation to City Council on the request because the area of the vacation contains more than 5,000 square feet and is the entire width of the Right of Way (R/W).
3. Albuquerque Public Schools (APS) is requesting the vacation and plans to incorporate the area into the Freedom High School campus which abuts the R/W to the east.
4. APS currently uses the area for parking and has a revocable permit from the City for such a use. (H-18-011). There is also an Airspace Agreement with NMDOT for the school to use a portion of their property for school parking. A copy of both documents is in the DMD file.
5. Vacation requests must meet the criteria in IDO Section 14-16-6-6-(K)(3)(a): *The public welfare does not require that the public right of way or easement be retained:*

Applicant's Justification: The thoroughfare is not being used as a road because it dead ends at the freeway.

Official Notice of Decision

Project # PR-2018-002485 Application# SD-2019-00110

July 19, 2019

Page 2 of 2

6. The proper notice was given as required by the IDO.
7. To complete the process, a replat is required and must be recorded within one year of the final decision which in this case is City Council.
8. Transportation and ABCWUA DRB representatives had conditions that must be met at the time of the replat.

Sincerely,



Kym Dicome
DRB Chair

KD/mg

Wilson & Company
4401 Masthead Street NE Suite 150
Albq. NM 87109