



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

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| SUBDIVISIONS | | <input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2) |
| <input type="checkbox"/> Major - Preliminary Plat (Form P1) | <input type="checkbox"/> Amendment to Site Plan (Form P2) | <input type="checkbox"/> Vacation of Public Right-of-way (Form V) |
| <input type="checkbox"/> Minor - Preliminary/Final Plat (Form S2) | MISCELLANEOUS APPLICATIONS | |
| <input type="checkbox"/> Major - Final Plat (Form S1) | <input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1) | <input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V) |
| <input type="checkbox"/> Amendment to Preliminary Plat (Form S2) | <input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2) | <input checked="" type="checkbox"/> Vacation of Private Easement(s) (Form V) |
| <input type="checkbox"/> Extension of Preliminary Plat (Form S1) | <input type="checkbox"/> Temporary Deferral of S/W (Form V2) | PRE-APPLICATIONS |
| | <input type="checkbox"/> Sidewalk Waiver (Form V2) | <input type="checkbox"/> Sketch Plat Review and Comment (Form S2) |
| SITE PLANS | | APPEAL |
| <input type="checkbox"/> DRB Site Plan (Form P2) | <input type="checkbox"/> Waiver to IDO (Form V2) | <input type="checkbox"/> Decision of DRB (Form A) |
| <input type="checkbox"/> Waiver to DPM (Form V2) | | |
| BRIEF DESCRIPTION OF REQUEST | | |
| Vacate existing private drainage easement on lot 1, Silver Oak Subdivision | | |

| | | | |
|--|------------------------------|---|---|
| APPLICATION INFORMATION | | | |
| Applicant: <u>Luxury Design Homes / Lawrence Peralta</u> | | Phone: <u>900-4451</u> | |
| Address: <u>4101 Corrales Rd</u> | | Email: <u>luxurydesignhomes@gmail.com</u> | |
| City: <u>Corrales</u> | State: <u>NM</u> | Zip: <u>87048</u> | |
| Professional/Agent (if any): <u>Community Sciences Corporation</u> | | Phone: <u>977-0000</u> | |
| Address: <u>PO Box 1328</u> | | Email: <u>tompatric@communitysciences.com</u> | |
| City: <u>Corrales</u> | State: <u>NM</u> | Zip: <u>87048</u> | |
| Proprietary Interest in Site: <u>none</u> | | List all owners: <u>Luxury Design Homes</u> | |
| SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.) | | | |
| Lot or Tract No.: <u>1</u> | | Block: <u>-</u> | Unit: <u>-</u> |
| Subdivision/Addition: <u>Silver Oak Subdivision</u> | | MRGCD Map No.: <u>-</u> | UPC Code: <u>101800447141011801</u> |
| Zone Atlas Page(s): <u>C-18-2</u> | Existing Zoning: <u>MK-L</u> | | Proposed Zoning: <u>MK-L</u> |
| # of Existing Lots: <u>1</u> | # of Proposed Lots: <u>1</u> | | Total Area of Site (Acres): <u>0.1358</u> |
| LOCATION OF PROPERTY BY STREETS | | | |
| Site Address/Street: <u>8835 Oakland Ave NE</u> | | Between: <u>San Pedro NE</u> | and: <u>Louisiana NE</u> |
| CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.) | | | |
| <u>PR-2018-003335, SD-2020-00035</u> | | | |

| | | | |
|----------------------------------|--------|---|--------------|
| Signature: <u>Tom Patrick</u> | | Date: <u>5.19.2020</u> | |
| Printed Name: <u>Tom Patrick</u> | | <input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent | |
| FOR OFFICIAL USE ONLY | | | |
| Case Numbers | Action | Fees | Case Numbers |
| | | | |
| | | | |
| | | | |
| | | | |
| Meeting Date: | | Fee Total: | |
| Staff Signature: | Date: | Project # | |

FORM V: Vacations of Easements or Right-of-way- DRB

Please refer to the DRB meeting schedules for dates and deadlines. Your attendance is required.

>> INFORMATION REQUIRED FOR ALL VACATION APPLICATIONS

- ☒ **NO** Interpreter Needed for Meeting? _____ 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 V 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 of authorization from the property owner if application is submitted by an agent
- ☒ **VACATION OF PRIVATE EASEMENT**
- ☐ **VACATION OF PUBLIC EASEMENT**
- ☐ **VACATION OF RIGHT-OF-WAY - DRB**
- ☐ **VACATION OF RIGHT-OF-WAY - COUNCIL**
- ☒ Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)(3)
- ☒ Copy of the complete document which created the easement(s) (7 copies, folded)
Not required for City owned public right-of-way.
- ☒ Drawing showing the easement or right-of-way to be vacated (7 copies, not to exceed 8.5" by 11")
- ☒ If easements, list number to be vacated _____
- ☒ If right-of-way, square footage to be vacated (see IDO Section 14-16-6-6(K) _____
- ☒ Proof of Neighborhood Meeting per IDO Section 14-16-6-4(C)
- ☒ Office of Neighborhood Coordination neighborhood meeting inquiry response
- ☒ Proof of email with read receipt OR Certified Letter offering meeting to applicable associations
- ☒ If a meeting was requested/held, copy of sign-in sheet and meeting notes
- ☒ Required notices with content per IDO Section 14-16-6-4(K)(6)
- ☒ Office of Neighborhood Coordination notice inquiry response, notifying letter, and proof of first class mailing
- ☒ Proof of emailed notice to affected Neighborhood Association representatives
- ☒ Buffer map and list of property owners within 100 feet (excluding public rights-of-way), notifying letter, and proof of first class mailing
- ☒ Sign Posting Agreement (not required for easements if IDO Section 14-16-6-6(K)(2)(a) is satisfied)

The vacation must be shown on a DRB approved plat recorded by the County Clerk within one year, or it will expire.

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, if required, or otherwise processed until it is complete.

Signature:**Date:****Printed Name:**☐ Applicant or ☐ Agent**FOR OFFICIAL USE ONLY**

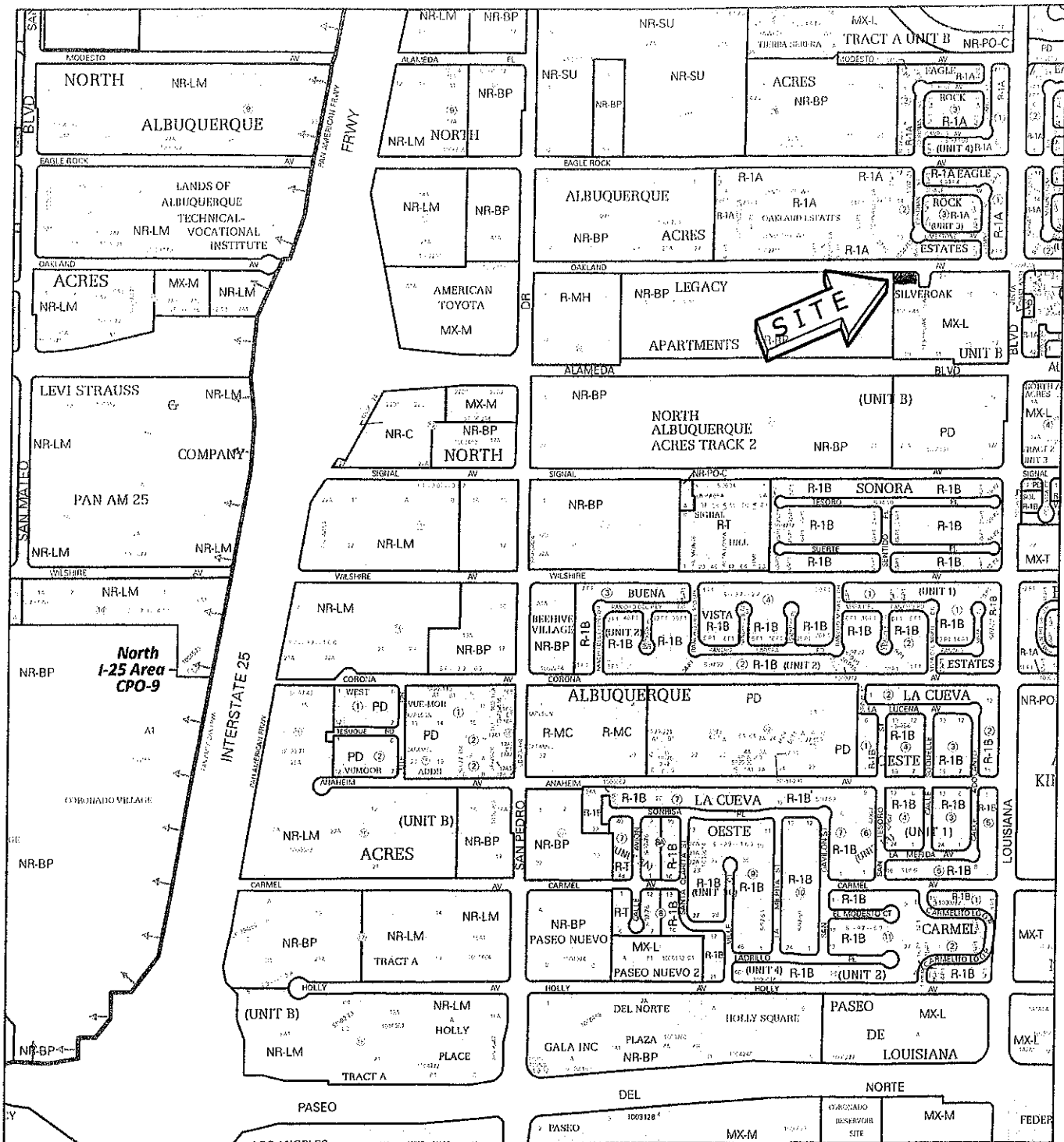
Case Numbers:

Project Number:

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



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

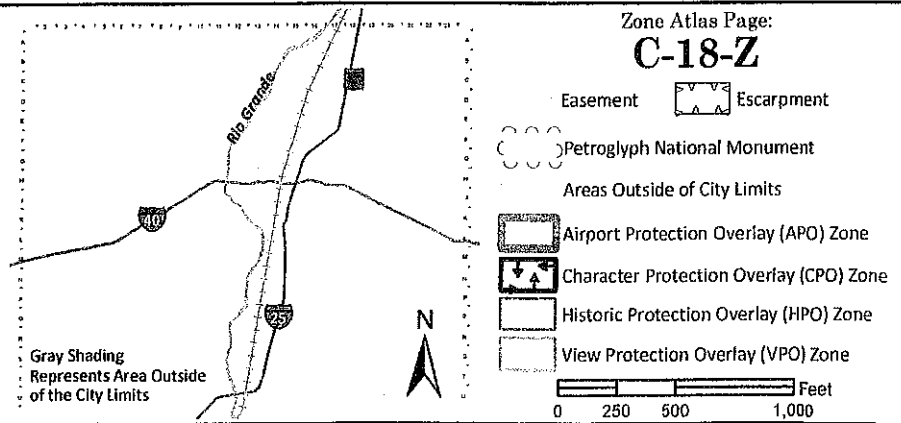


EXHIBIT A**SURVEYING CONTRACT LANGUAGE**

The Scope of Work and associated costs described in the foregoing Proposal for Services, dated _____, are not represented, nor to be implied, as inclusive of all the work or services that may be required or associated with this project now or in the future. This following Standard Contract Language describes the limits of CSC's responsibilities and liabilities for work proposed herein and other consultant information that may be required.

1. General Terms and Conditions

The proposed fees quoted herein do not include applicable State Gross Receipts Tax, submittal, application or plat review fees nor any other fees paid to third parties in conjunction with the processing of the work contemplated herein.

CSC's proposed schedule for performing the work represents our **current best estimate**. Many factors which influence the schedule are outside of CSC's control and, while CSC will make every reasonable effort to adhere to this schedule, we cannot guarantee strict compliance therewith, and the client acknowledges such with their signature provided below.

This quote is considered obsolete after 60 days from date signed by CSC. CSC reserves the right to re-negotiate its fees annually if the duration of the work extends beyond one calendar year from the date of this proposal.

1. Notice of Errors or Omissions

The Client and CSC acknowledge that discovery of errors, dispute resolution, rectification of construction, interpretation of design plans, surveying mistakes, and inadvertent and occasional errors occur during the surveying and construction phase of the project. In such event(s) the owner or contractor shall immediately notify an officer of Community Sciences Corporation if any cost consequences are presumed attributable to CSC. The client will notify all contractors, subcontractors, design engineers and surveyors and will endeavor to remedy any interpretations or mistakes on an "at cost" (Labor and Materials costs) basis between the affected parties, including least-costly solutions, salvaging of in-place materials, restaking and grade checking at-cost or at nominal fees, and design or construction modifications that may be an approved alternate to the published plans. The Client will endeavor to include the provisions of "partnering", particularly in the event of discovered errors and their remedy, in their construction agreement with general contractors, their subcontractors and their consultants. This agreement is cancelable by either party, with or without cause, upon giving the other party 24 hours prior notice. Client shall, within twenty (20) calendar days of cancellation, compensate CSC for all fees and expenses incurred up to the date of cancellation.

CSC carries professional liability insurance (errors and omissions) which includes surveying services.

1. Limits of liability

CSC shall perform its services under this Agreement in accordance with usual and customary standards of professional care and with generally accepted surveying practices in effect at the time the services are rendered. CSC will rely on all data furnished by the client or his agents as being complete and correct and will rely on these recommendations in the process of conducting its work under this contract.

Client agrees that, to the fullest extent permitted by law, CSC's total liability to Client for any and all injuries, claims, losses, expenses, including attorney's fees and costs and expert witness fees and costs, damages (including punitive or substantive damages), claims expenses, or claimed loss of anticipated profits arising out of this agreement from any cause or causes shall not exceed (i) the actual fee charged to Client under this agreement by CSC or (ii) a fee of \$50,000 whichever is less. Such causes include, but are not limited to, CSC's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. This limitation of liability shall apply to CSC and all officers, employees, agents, and consultants of CSC.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court

costs, attorney's fees and other related expenses. Mediation will be directed as the initial dispute resolution effort prior to any litigation.

1. Payments

Our standard billing procedures include monthly invoicing on a percentage of completion basis. Payment is due within 20 days of invoice date. Amounts unpaid 30 days from invoice date are subject to interest charges and, in the event of non-payment, all reasonable costs of collection, including attorney's fees and litigation expenses, are to be borne by the Client. Client agrees to pay all charges not in dispute within 30 days of receipt of CSC's invoice. Client agrees that CSC has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of CSC's invoice, and Client agrees to waive any claim against CSC, and to indemnify, defend, and hold CSC harmless from and against any claims arising from CSC's suspension or termination due to Client's failure to provide timely payment. Any charges held to be in dispute shall be called to CSC's attention within ten days of receipt of CSC's invoice, and Client and CSC shall work together in good faith to resolve their differences. If Client and CSC shall be unable to resolve their differences within 25 days, CSC shall have the right to suspend or terminate service.

1. Surveying Services

The above quote is for one-time surveying and/or staking only and does not include restaking due to contractor negligence, vandalism, or acts of God, which will be billed extra at our normal time and materials rates. Additional staking due to design changes will also be billed extra at our normal time and materials rates. Further, this quote is based on 24 hours notice for any given survey task, and a minimum of four hours will be charged for each survey request under a time and materials basis, regardless of the amount of work requested at that time. Client shall provide for CSC's right to enter the property owned by Client and/or others in order for CSC to perform the surveying services included hereunder.

1. Escalation, Regeneration

It is understood that fees, for projects which extend over nine (9) months duration from notice to proceed, are subject to annual review and escalation. Also, should the scope of multi-year projects change, CSC reserves the right to renegotiate provisions of this contract. Any changes to Gross Receipts Tax or other imposed fees or tax will be adjusted accordingly, when imposed, as a direct reimbursement or by additional fees.

We will consider the return of a signed copy of this document, any other written memoranda, or verbal authority Notice to Proceed under the conditions set forth herein.

The following person(s) are authorized by Client to give direction to Community Sciences Corporation with regard to services performed under this contract:

LAWRENCE PERALTA

For purposes of this Agreement, "direction", shall be interpreted to mean decision-making with regard to Client specified design criteria, execution of the approval processes, and the authorization of any extra services which might become necessary.

Client, by his/her signature below, hereby certifies that the Client has read this attached Contract Language (pages 1-2) in its entirety, fully understands the contents contained therein, and the Contract Language is hereby accepted and agreed to:

By: _____

Date 8/3/17

Community Sciences Corporation

Professional Land Surveying & Planning

505.897.0000

505.898.5195 Fax

www.communitysciences.com

May 19, 2020
Development Review Board
City of Albuquerque

RE: Request for Vacation of Private Drainage Easement
Lot 1, Silver Oak Subdivision
PR-2020-

To: Chair and Board Members,

Community Sciences Corporation (CSC) is acting as the agent for Luxury Design Homes.

We are proposing vacating an existing private drainage easement that occupies all of Lot 1.

This vacation was approved by the DRB at the February 26, 2020 meeting. Drb issued an Official Notice of Decision with conditions that a replat be recorded within one year and a pad certification be provided prior to replat. The grading and drainage plan by Rio Grande Engineering is provided herein as part of this application. I have included a copy of our Master Contract with Luxury Design Homes to serve as our authorization to undertake this work. The vacation plat itself is signed by the client as further proof that we are authorized to complete this action.

This vacation request meets the criteria in 6-6 (K)(3)A in that the pond is no longer required to benefit public welfare now that the downstream conveyance is completed. In addition, this request conforms to IDO section 6-6(K)(3)(B) in that the pond serves no beneficial purpose to the public and removing of ponding is a public benefit since it is no longer needed to retain flows from the subdivision

CSC submits this application to the Development Review Board for vacation approval in conformance with the Official Notice of Decision.

Respectfully,



Thomas W. Patrick
New Mexico Professional Surveyor No.12651

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

Gary Padilla
8500 Elena NE
ABQ, NM 87122

Project# PR-2018-003335
Application#
SD-2020-00035 – VACATION PRIVATE EASEMENT

LEGAL DESCRIPTION:

All or a portion of
**LOT 1 SUBDIVISION PLAT OF LOT 1-20, SILVER OAK
SUBDIVISION (BEING A RE-PLAT OF LOTS 13, 14, 19,
AND 20 NORTH ALBUQUERQUE ACRES TRACT A,
UNIT B BLOCK 28), zoned MX-L, located at 8835
SILVER OAK LN NE, containing approximately 0.15
acre(s). (C-18)**

On February 26, 2020 the Development Review Board (DRB) held a public meeting concerning the above referenced application and approved the vacation of easement requests request, based on the following Findings:

SD-2020-00002 – VACATION PRIVATE EASEMENT

1. This is a request to vacate a private drainage easement located on lot 1 for the benefit of lots 1-20 of the Silver Oak Subdivision as shown on the exhibit marked page 2 of 2.
2. The easement is no longer needed because of drainage improvements in the area.
3. The applicant provided notice as required in table 6-1-1 of the IDO.
4. Vacation requests must meet the criteria in 6-6 (K)(3)A in that the pond serves is no longer required to benefit public welfare now that the downstream conveyance is completed. In addition, this request conforms to IDO section 6-6(K)(3)_B in that the pond serves no beneficial purpose to the public and removing of ponding is a public benefit since it is no longer needed to retain flows from the subdivision.

Conditions:

1. A replat is required within one year of this approval.
2. A pad certification is required prior to the replat.

APPEAL: If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **MARCH 25, 2020**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

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

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

Sincerely,



Jolene Wolfley
DRB Chair

JW/mg

RIO GRANDE ENGINEERING