



DEVELOPMENT REVIEW BOARD APPLICATION

Effective 3/01/2022

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 □ Final Sign off of EPC Site Plan(s) (Forms P2) □ Extension of IIA: Temp. Def. of S/W (Form V2) □ Major – Preliminary Plat (Forms S & S1) □ Amendment to Site Plan (Forms *P* & P2) □ Vacation of Public Right-of-way (Form V) **MISCELLANEOUS APPLICATIONS** □ Major – Bulk Land Plat (Forms S & S1) □ Vacation of Public Easement(s) DRB (Form V) □ Extension of Preliminary Plat (Form S1) □ Extension of Infrastructure List or IIA (Form S1) □ Vacation of Private Easement(s) (Form V) □ Minor Amendment to Infrastructure List (Form S2) **PRE-APPLICATIONS** □ Minor Amendment - Preliminary Plat (Forms S & S2) Sketch Plat Review and Comment (Form S2) □ Minor - Final Plat (Forms S & S2) □ Temporary Deferral of S/W (Form V2) □ Minor – Preliminary/Final Plat (Forms S & S2) □ Sidewalk Waiver (Form V2) Sketch Plan Review and Comment (Form P2) APPEAL SITE PLANS □ Waiver to IDO (Form V2) □ DRB Site Plan (Forms P & P2) □ Waiver to DPM (Form V2) Decision of DRB (Form A) **BRIEF DESCRIPTION OF REQUEST** The City of Albuquerque has entered into an agreement to utilize a portion of NMDOT Right-of-Way for an expansion of the Los Altos Park. There are no proposed buildings for this area. It will be developed for a pump track for bicycles. The park is existing with improvements under construction. The project also includes existing City Right-of-Way and easements. Some improvements exist within the City property.

APPLICATION INFORMATION				
Applicant/Owner: City of Albuquerque, Department of Municipal Development			Phone: (505) 768-3830	
Address: City/County Building, 7th Floor			Email: patrick@cabq.gov	
City: Albuquerque		State: NM	Zip: 87102	
Professional/Agent (if any): Consensus Planning, Inc.			Phone: (505) 764-9801	
Address: 302 8th Street NW			Email: cp@consensusplanning.com	
City: Albuquerque		State: NM	Zip: 87102	
Proprietary Interest in Site: Developer of Park Improvements		List <u>al</u> l owners: COA and NMDOT		
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)				
Lot or Tract No.: NA - NMDOT Right-of-Way		Block:	Unit:	
Subdivision/Addition:		MRGCD Map No.:	UPC Code: NA - NMDOT Right-of-Way	
Zone Atlas Page(s): J-20 and K-20	Existing Zoning: R1-B Proposed Zoning NA			
# of Existing Lots: NA	# of Proposed Lots: NA		Total Area of Site (Acres): +/- 3.5 acres	
LOCATION OF PROPERTY BY STREETS				
Site Address/Street: Lomas Boulevard	Between: Sellers Drive NE		and: Easterday Drive NE	
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)				
Project #101048, 16EPC 40066; 2020-004875, SI-2020-01495				

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

Signature:	Date: September 27, 2021
Printed Name: James K. Strozier, FAIC	□ Applicant or 🗹 Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Your attendance is required.

SKETCH PLAT REVIEW AND COMMENT

- PLNDRS@cabg.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 to City Staff using other on-line resources such as Dropbox or FTP. 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

if ves, indicate language: Interpreter Needed for Hearing?

- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@caba.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 to City Staff using other on-line resources such as Dropbox or FTP. 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
- Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

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@cabg.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 to City Staff using other on-line resources such as Dropbox or FTP. 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)
- 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
- 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),

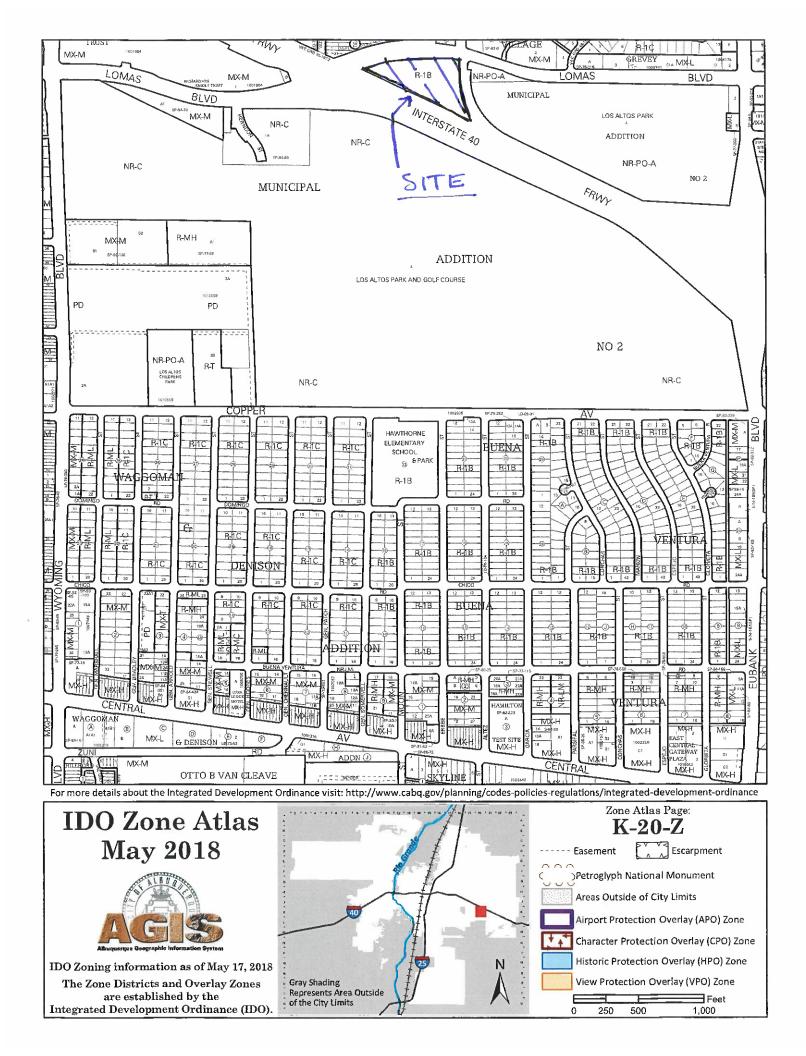
- and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- _ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

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@cabg.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 to City Staff using other on-line resources such as Dropbox or FTP. 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.





Landscape Architecture Urban Design Planning Services

302 Eighth St. NW Albuquerque, NM 87102

(505) 764-9801 Fax 842-5495 cp@consensusplanning.com www.consensusplanning.com September 27, 2022

Mr. Jay Rodenbeck, Planning Manager Development Review Services Albuquerque Planning Department 600 North 2nd Street NW Albuquerque, NM 87102 jrodenbeck@cabq.gov

Dear Mr. Rodenbeck:

The purpose of this letter is to transmit and request DRB review of a Sketch Plat for an expansion of the existing Los Altos Park located on the south side of Lomas Boulevard.

The property is NMDOT Right-of-Way, and the City has an agreement to improve and use the property for recreational activities on the property. No buildings are anticipated on this portion of the park. The zoning is shown as R1-B on the City's zone atlas. The balance of the Park was reviewed and approved as a Minor Amendment to the City's existing Los Altos Park Site Plan – EPC and specifically to allow for the redevelopment of the softball fields at the east end of the park. The existing park property is legally described as all or a portion of Tract 4, Municipal Addition No. 2, zoned NR-PO-A located on Lomas Blvd. NE between Eubank Blvd. NE and Interstate-40, containing approximately 34.5 acres. Since the expansion area is NMDOT right-of-way, there is not a legal description or UPC associated with the subject property.

Previously, the Los Altos Park received EPC approval for an amended Site Development Plan for Building Permit on December 9, 2016 (see attached Notice of Decision). This amendment addressed the construction of a new pool building.

This Sketch Plat is seeking direction regarding the process for review and approval for the expansion of the existing park onto currently vacant an unimproved NMDOT right-of-way. Specifically:

PRINCIPALS

James K. Strozier, FAICP Christopher J. Green, PLA, ASLA, LEED AP Jacqueline Fishman, AICP

- 1. What process is required to allow for the expansion of the existing Site Plan EPC and is that required?
- 2. Will this be considered a Major Amendment to the existing Site Plan EPC?
- 3. Will a zone change also be required to NR-PO-A to match the balance of the Park? And can this be done simultaneously with the Major Amendment (if required)?



- 4. What is required for future building permits to allow improvements to the property?
- 5. Will any platting actions be required since the property is currently unplatted?

Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely, X James K. Strozier, FAICF Pr/incipal

Attachments: Zone Atlas Page K-20 NMDOT Right-of-Way Use Agreement Schematic Plan (including the expansion area)

<u>RIGHT OF WAY USE AGREEMENT</u>

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

Permittee desires to use highway right of way at the below referenced location for a **<u>PUBLIC RECREATION AREA</u>**, 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, "Right of Way Use" 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 Right of Way Use Agreement (hereafter "Agreement") does not convey or in any way give any interest or rights other than as indicated herein.

The parties agree as follows:

SECTION 1 NMDOT AGREES AND REPRESENTS:

A. NMDOT owns or otherwise has the right to grant the rights as set forth in this Agreement.

B. NMDOT hereby grants and shall permit the right-of-way described below and shown on the master plan and right of way map set forth in <u>Exhibits "A" and "B,</u>" attached hereto and made a part hereof, to be used for <u>PUBLIC RECREATION AREA (the "Property")</u>,

Description of Right of Way use:

More commonly known as Los Altos Park; SE quadrant of Lomas Boulevard and I-40

- C. In consideration of Permittee's performance under the terms and conditions of this Agreement, including but not limited to the maintenance of the Property and the development of the Property as set forth in **Exhibit "A,"** NMDOT agrees to grant and permit the described right of way to be used for a period of **TWENTY (20) YEARS** from the date all parties have signed this Agreement (the "Effective Date"), 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 J herein.
- C. NMDOT agrees that, subject to the NMDOT's approval, Permittee may have the option of extending this Agreement for up to THREE (3) additional TEN (10) YEAR periods, but in no event may the original Agreement, plus any extensions thereof, exceed a total of FORTY (40) YEARS. Each extension shall be exercised by giving written notice to the NMDOT at least thirty (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. This fee shall be in addition to the current rent owed under this Agreement or any extension thereof.

SECTION 2 PERMITTEE AGREES:

- A. Permittee shall develop and use the described Property solely and exclusively for the purpose of a public recreational area in accordance with the Exhibit <u>"A," as such may be amended or</u> <u>updated by mutual written agreement of the parties hereto</u>, and Exhibit <u>"B"</u> and subject to the following conditions:
 - 1. It is expressly agreed between the parties that this Agreement does not convey or grant in any way interests or rights other than as indicated herein.
 - 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 Property shall be extinguished, and this Agreement shall have no further effect.
 - 3. No change in the established drainage pattern is authorized. Permittee is responsible for additional flow resulting from Permittee's development of site.
 - 4. 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, and 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 of this Agreement by NMDOT. Permittee shall also release NMDOT from liability for any release of hazardous substances or materials on the property occurring during the term of this Agreement or any extension thereof to the extent that such arise out of the actions or omissions of Permittee. Such obligation shall survive the expiration or early termination of this Agreement.

- 5. This Agreement shall be terminated at the NMDOT's discretion if the Property is abandoned or is not used by Permittee for the purposes set forth herein for a period of <u>NINETY</u> CONSECUTIVE (90) DAYS after completion of improvements on the property. Notwithstanding the foregoing, in the event that such non-use is the result of a ruling of law or of a court or administrative body having appropriate jurisdiction or is as a result of a public health order or other executive order, this time period shall not begin until use is once again permitted under such ruling or order.
- 6. This Right of Way Use 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.
- 7. Permittee agrees to maintain any improvements installed by Permittee on the Property in good condition both as to safety and appearance. Said maintenance shall in no way

cause interference with adjacent 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 specifying the conditions needing to be addressed and requesting a correction of the condition. In the event that within THIRTY (30) DAYS of Permitter's receipt of such notice, Permittee does not correct, or take appropriately correct such condition where additional time is needed, Permittee to the reasonable satisfaction of NMDOT, the NMDOT may but shall not be required to either terminate this Agreement or enter the Property to perform the necessary maintenance work itself. In the event that NMDOT performs the work pursuant to this paragraph, then upon receipt of an invoice, the Permittee shall reimburse all direct, reasonable 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.

8. Permittee agrees, upon reasonable advance notice from NMDOT (except in the case of an emergency, in which case such notice shall be given as soon as possible), to allow entry to the Property by authorized NMDOT or Federal Highway Administration ("FHWA") representatives when reasonably deemed necessary by NMDOT (i) for purposes of inspection, maintenance, and reconstruction of existing (non-Permittee installed) facilities on the Property; (ii) for the purpose of ensuring compliance by Permittee with all provisions of this Agreement; and (iii) provided that such activities do not interfere with Permittee's use of the Property or the improvements installed by the Permittee thereupon, for the purpose of the placement of permanent structures,

facilities, and improvements above, on or below the right of way grade line. If the NMDOT's activities cause a temporary or permanent restriction of or interference with Permittee's activities under this Agreement, Permittee shall have the option of (a) terminating the Agreement, (b) or, in the event of a temporary restriction, extending the Agreement by a period equal to the period of the temporary restriction or interference if the Permittee is otherwise in compliance with the terms hereof.

- 9. Permittee agrees to allow access to the Property described herein at any and all times to utility companies who have valid easements on, over, or under the Property, which easements were granted prior to the date of this Agreement for the purpose of accessing utility facilities installed on the Property. The activities such utility companies are permitted to engage in and on the Property include but are not limited to installation, operation, and maintenance of such utility facilities, as well as monitoring and remediation activities, all as such rights have been specified in the utility company(ies) specific utility easement(s). Any new access or easement rights granted by NMDOT to utilities for such purposes shall specifically state that the activities of such utilities thereunder shall not interfere with or encroach upon the use of the Property by, and activities of Permittee thereupon as granted hereunder.
- 10. Permittee agrees to release NMDOT from any and all claims of injury to persons or property to the extent 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 Property.
- 11. Permittee agrees to maintain for the duration of this Agreement and any extensions thereof self-insurance including comprehensive general liability coverage or

commercial general liability coverage in the amount of not less than **ONE MILLION DOLLARS (\$1,000,000.00)**, and naming the NMDOT as an additional insured. A letter confirming self-insurance as required under this provision shall be provided to NMDOT within (1) week of the Effective Date of this Agreement.

- Permittee will not enter into possession of, occupy, or use the Property until such time as Permittee has provided the required confirmation letter set forth above in paragraph 11 to NMDOT.
- B. Permittee for itself, its successors-in-interest and assigns, as a part of the consideration hereof, does hereby further covenant and agree that:
 - No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of facilities installed or operated by Permittee on the Property on the ground 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 Property 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 §§ 12101 to 12213 (Americans with Disabilities Act) together with all regulations issued pursuant to those laws, including subsequent amendments;

SECTION 3 MISCELLANEIOUS RIGHTS AND OBLIGATIONS OF THE PARTIES; GENERAL PROVISIONS:

- A. 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 the Property and the facilities thereon and to hold the same as if said Agreement had never been made or issued.
- B. NMDOT shall have the right to terminate this Agreement if the Permittee violates any provision of this Agreement and provided that Permittee fails to correct or remedy such violation to the reasonable satisfaction of NMDOT within THIRTY (30) DAYS of Permittee's receipt of after written thereof, or whatever other time period is mutually agreed upon between the parties.
- C. If this Agreement is revoked, terminated, or canceled as provided herein, to the extent that improvements installed by Permittee during the term of this Agreement (or any extension thereof) are nonpermanent in nature, Permittee shall vacate and remove the improvements from the described premises. Such removal must occur within one hundred eighty (180) days of the date of notice of revocation, termination or cancellation as provided herein, or whatever other time period may be agreed to in writing between the parties. Unless otherwise agreed to between the parties in writing, NMDOT understands and agrees that the possession of the remaining, permanent improvements installed by Permittee on the Property pursuant to the master plan attached hereto as **Exhibit "A"** (as such may be modified or updated upon agreement of the parties) shall transfer to NMDOT upon the effective date of such revocation, termination, or cancellation. In the event that Permittee fails to remove the non-permanent improvements within the allocated time period, and it therefore becomes necessary for the NMDOT to remove the non-permanent improvements, NMDOT shall have the right to bill the

Permittee through an itemized invoice for the direct, reasonable costs of removal, and Permittee shall promptly remit payment therefor upon receipt. Nothing in this provision shall operate as a waiver of NMDOT's right of re-entry or any other right or remedy of NMDOT.

- D. 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.
- E. If NMDOT terminates this Agreement prior to the end of the initial ten (10) year term for any reason other than for default of Permittee or in the event the Agreement is terminated pursuant to paragraph "H" below, Permittee shall be entitled to relocation benefits under the New Mexico Relocation Assistance Act, NMSA 1978 §§ 42-3-1 through 42-3-15. For all other circumstances of termination or expiration, 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.
- F. This Agreement may be terminated for the convenience of either party upon written notice received <u>ONE HUNDRED TWENTY (120) DAYS</u> in advance of termination without the necessity of showing the other's breach or default.
- G. This Agreement may be terminated if the NMDOT determines it needs the right of way for highway purposes. In that event, the NMDOT shall provide written notice ONE HUNDRED TWENTY (120) DAYS in advance of termination.
- H. 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 the parties, acting in good faith, cannot come to a mutual agreement regarding proposed changes to this Right of Way Use Agreement.

- I. Any liability incurred by Permittee in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
- J. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This space intentionally left blank - signatures begin on following page.

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

, 2021

"PERMITTEE" CITY OF ALBUQUERQUE

—os Ml By:

David Simon, Director Director, Parks and Recreation

On 8/17/2021 | 3:54 PM PDT _____2021

NEW	MEXICO	DEPARTMENT
OF T	RANSPOR	RTATION

> Michael Sandoval Cabinet Secretary or Designee

On ______, 2021

Recommended:

___os Ml

By: Pat Montoya

Patrick Montoya Director, Dept. of Municipal Development

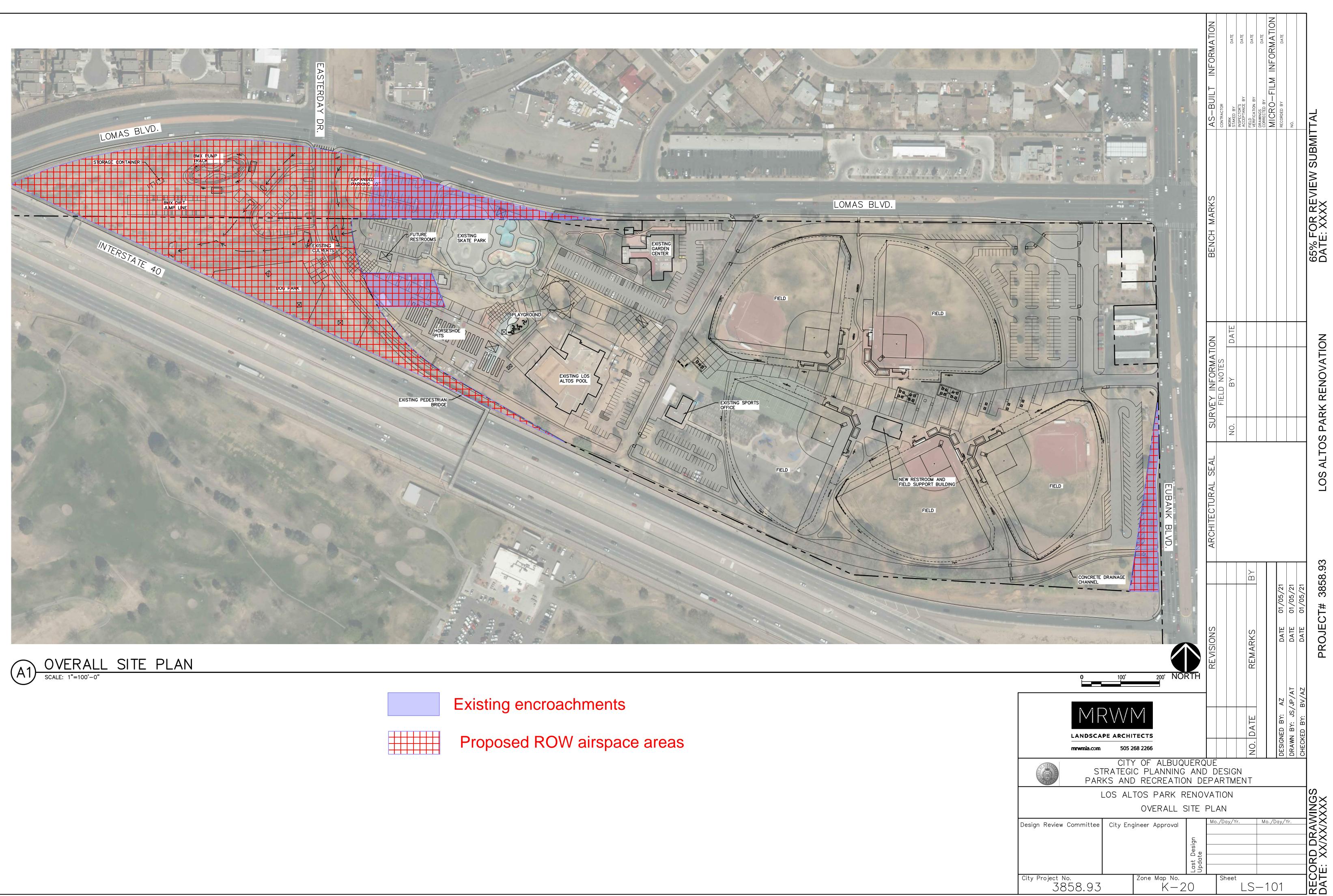
On 8/15/2021 | 8:53 PM PDT _____, 2021

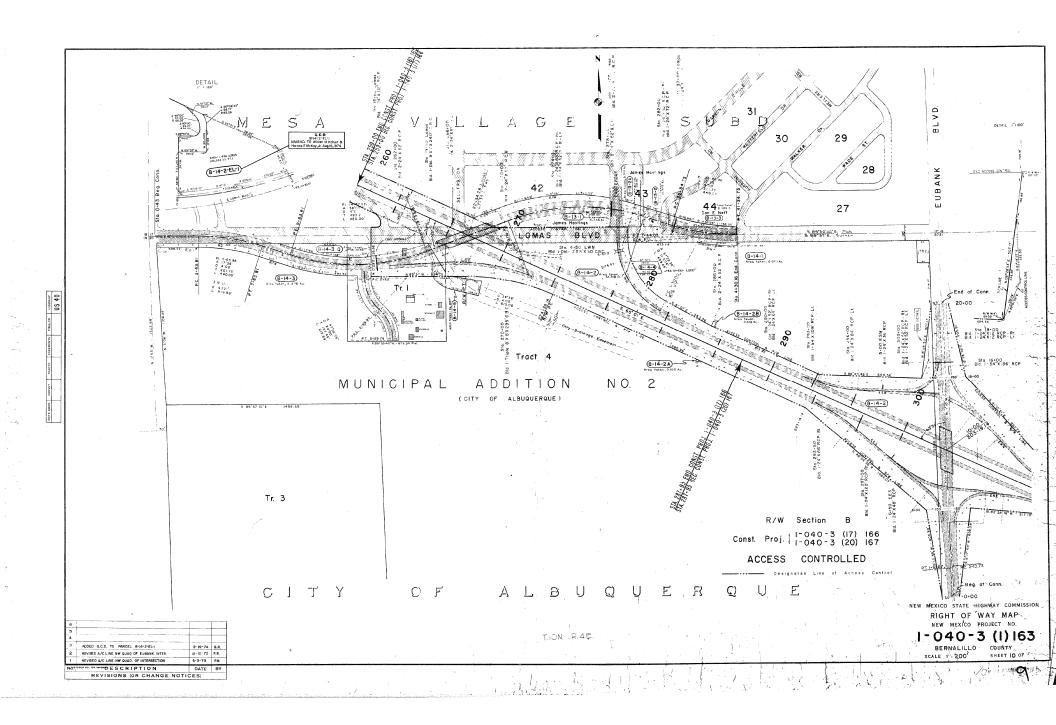
Reviewed and approved as to form and legal sufficiency by the Office of General Counsel by

winny

Sep 1, 2021

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FHWA APPROVAL REQUEST

The New Mexico Department of Transportation (NMDOT) hereby requests approval of the action identified below (supporting documentation i.e. plans, agreements, etc, are attached).

- 1. Project No.: I-040-3(1)163 CN: Parcel No.: B-13-1, B-14-2
- 2. (X) NHS: Need prior FHWA approval
 - () Non-NHS-Exempt: Need Program Management Unit prior to approval and notification to FHWA
- 3. Action Proposed:
 - () Use of Fee Negotiators
 - () Use of Fee Attorneys
 - () Non-Highway use and occupancy of R/W
 - (X) Right of Way Use Agreement with collateral assignment of Agreement
 - () Disposal of Excess Right-of-Way
 - () Temporary use of Right-of-Way
 - () Disposal of Access Control
 - () Relinquishment of Right-of-Way
 - () Land Service Facilities
 - () Appraisal Fees
 - () Hardship or Protective Buying*
 - () Interest on Right of Entry Payments
 - 4. Submitted by:

Randi Estrada

Signature

April 23, 2021

Date

5. FHWA Hereby Approves the R/W Actions identified above and proposed on NHS Projects or System

FHWA Signature

27APR 21 Date

* FHWA approval required on all Federal-aid projects

