



# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

April 6, 1994

Richard Hall  
Hall Engineering  
6840 2nd St. NW  
Albuquerque, NM 87107

RE: CERTIFICATION OF REQUIRED IMPROVEMENTS FOR MONKBRIDGE APARTMENTS  
(G14-D25) REVISION DATED 3/21/94.

Dear Mr. Hall:

Based on the information provided on your March 28, 1994 submittal, the above referenced site is approved for Final Plat.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

*Bernie J. Montoya*  
Bernie J. Montoya, CE  
Engineering Associate

BJM/dl/WPHYD/8283

x: Andrew Garcia  
Fred Aguirre  
File

## DRAINAGE INFORMATION SHEET

PROJECT TITLE: MONKBRIDGE APARTMENTS ZONE ATLAS/DRNG. FILE #: 014-D25  
DRB #: 93-54 EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: LOTS A-1 THRU E-1, BLOCK 2, MONKBRIDGE ADDITION  
CITY ADDRESS: 213-A, 213-B, 213-C, 213-D CANDELARIA ROAD, NW  
ENGINEERING FIRM: HALL ENGINEERING CONTACT: RICHARD HALL  
ADDRESS: 6840 2ND ST. NW PHONE: 345-1064  
OWNER: U.S. DEPT. HOUSING & URBAN DEV. CONTACT: CONNIE MYERS  
ADDRESS: 625 TRUMAN ST. NE PHONE: 262 6706  
ARCHITECT: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SURVEYOR: HALL ENG. CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

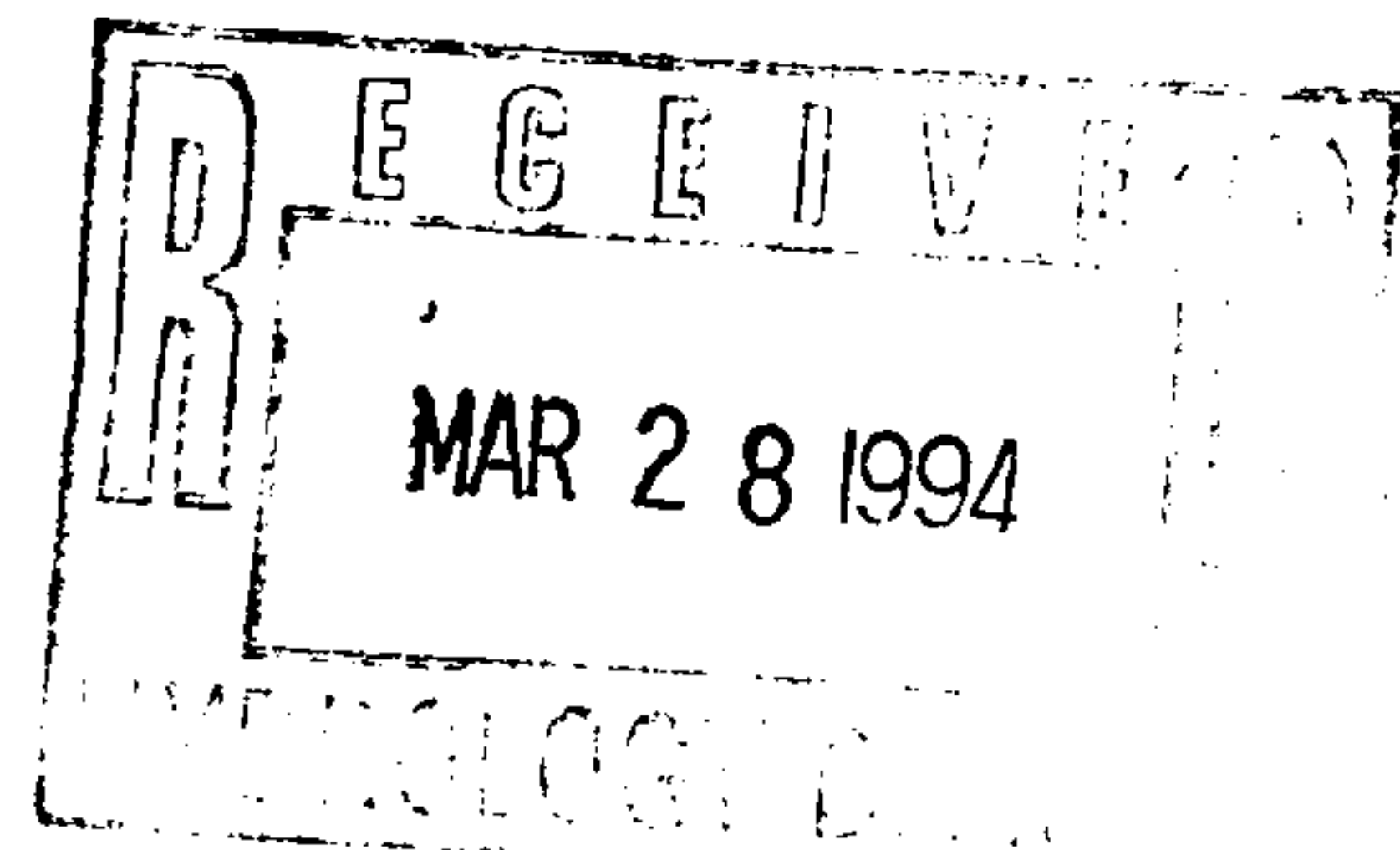
☐ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER

## PRE-DESIGN MEETING:

☐ YES  
☒ NO  
☐ COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☒ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S.A.D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED: 3-25-94BY: [Signature]

**HALL ENGINEERING COMPANY INC**  
**ENGINEERING - SURVEYING - PLANNING- CONSTRUCTION**

6840 2ND ST., NW, ALBUQUERQUE, NM 87107.  
PHONE: (505) 345-1064 FAX: (505) 344-5404

March 24, 1994

Bernie Montoya, Engineering Associate  
City of Albuquerque Public Works Department, Hydrology  
One Civic Plaza  
Albuquerque, New Mexico 87103

RE: DRAINAGE PLAN, MONKBRIDGE APARTMENTS (G14-D25)

Dear Mr. Montoya:

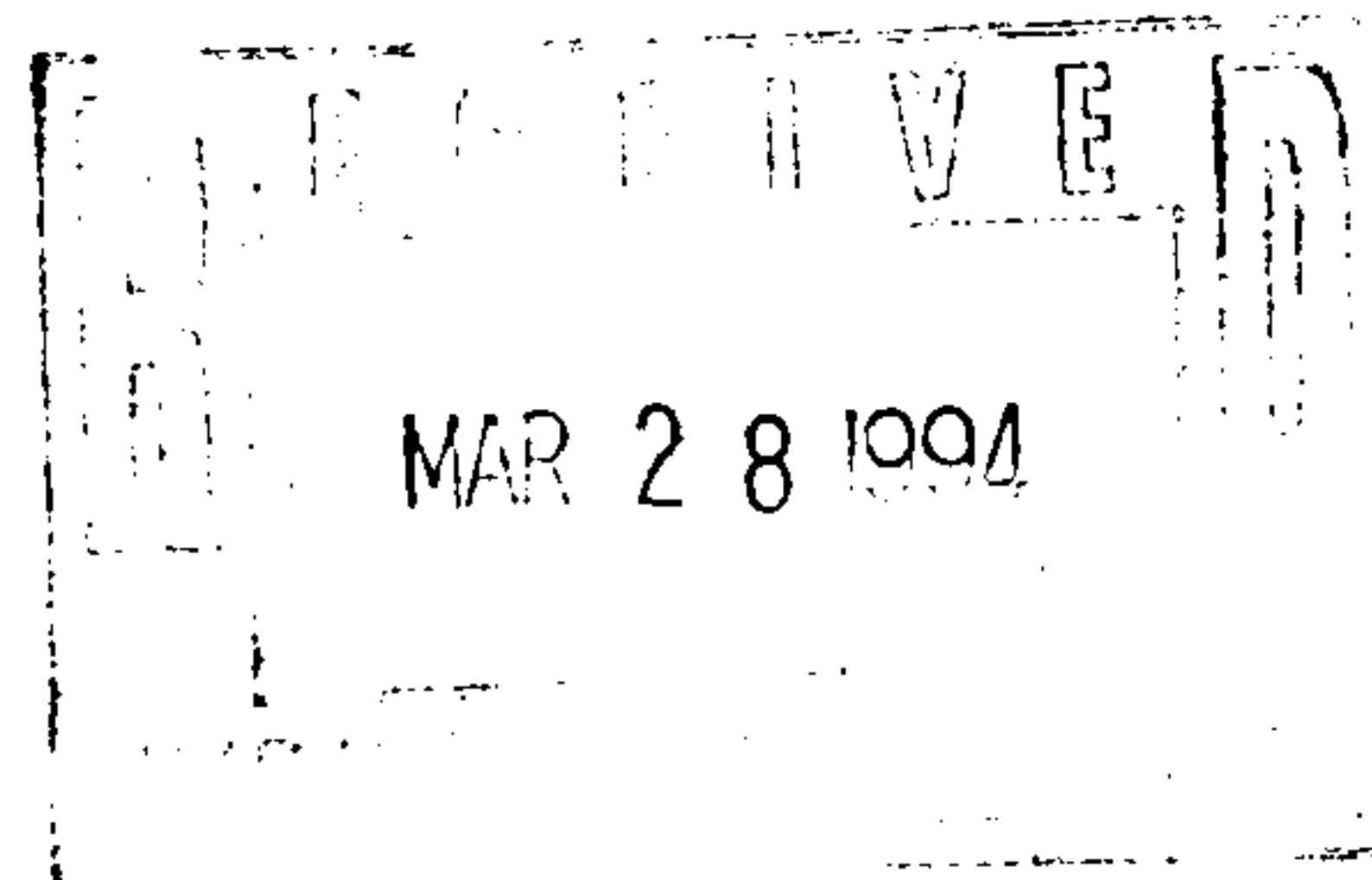
On Monday, March 21, 1994, the owner of Lot D-1 advised us that the asphalt roll required for conformance with original intent of drainage for this development had been installed. Field inspection confirmed that it was in place and in accordance with our recommendations.

Sincerely,



Richard Hall  
N.M.P.E. No. 7918

file 92-1022  
wp51\docs\92-1022.re





# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 4, 1994

Richard Hall  
Hall Engineering  
6840 2nd St. NW  
Albuquerque, NM 87107

RE: DRAINAGE PLAN FOR MONKBRIDGE APARTMENTS (G14-D25) ENGINEER'S  
STAMP DATED 1/24/94.

Dear Mr. Hall:

Based on the information provided on your January 25, 1994 submittal, revision as indicated are acceptable. Please be advised that the required improvement must be completed and certified prior to Final Plat approval.

Please note that the Declaration of Easement and Mutual Use and Maintenance Agreement is not a requirement of the City of Albuquerque Hydrology Department and is not considered as part of the approval.

If I can be of further assistance, please feel free to contact me at 768-2667.

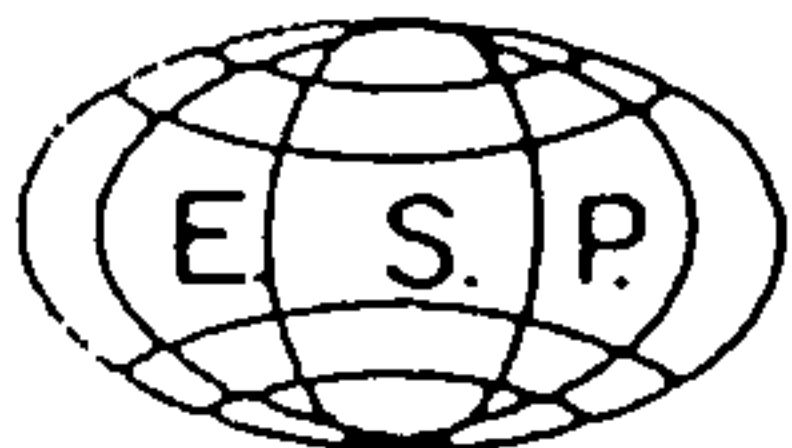
Sincerely,

*Bernie J. Montoya*  
Bernie J. Montoya  
Engineering Associate

BJM/d1/WPHYD/8283

c: File





HALL ENGINEERING COMPANY INC.  
ENGINEERING • SURVEYING • PLANNING • CONSTRUCTION

TRANSMITTAL LETTER

DATE: 1/25/94

PROJECT TITLE: MONKBRIDGE APARTMENTS (FILE 92-1022)

PROJECT NUMBER:

TO:

WE TRANSMIT:

☒ herewith ( ) under separate cover via \_\_\_\_\_  
( ) in accordance with your request \_\_\_\_\_

FOR YOUR:

( ) approval ( ) distribution to parties ( ) information  
☒ record ☒ review and comment  
( ) use ( ) \_\_\_\_\_

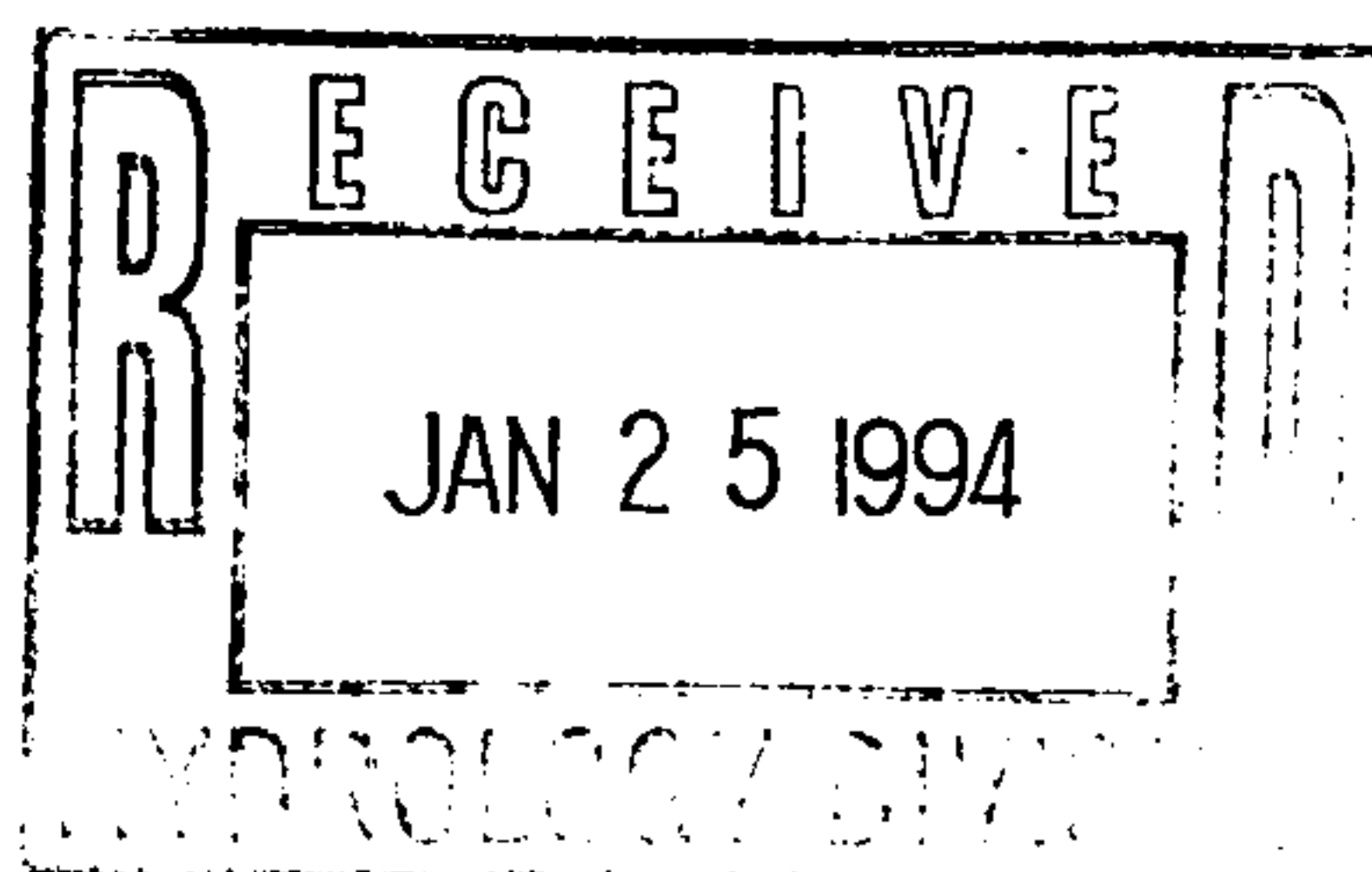
THE FOLLOWING:

( ) drawings ( ) shop drawing prints ( ) samples  
( ) specifications ( ) shop drawing reproducibles  
( ) change order ( ) \_\_\_\_\_

Copies Description

REMARKS

1. DRAINAGE PLAN
2. <sup>- DRAFT -</sup> DECLARATION OF EASEMENT/MAINTENANCE AGREEMENT
3. PLAT RECORDED JUNE 23, 1985 C27-177
4. PROPOSED REPLAT ( 2 SHEETS )



## DRAINAGE INFORMATION SHEET

PROJECT TITLE: MONKBRIDGE APARTMENTS ZONE ATLAS/DRNG. FILE #: G14 / 1025  
DRB #: 93.54 EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: LOTS A-1, B-1, C-1, D-1 & E-1, BLOCK 2 MONKBRIDGE ADDN.  
CITY ADDRESS: 219 CANDELARIA ROAD, NW  
ENGINEERING FIRM: HALL ENGINEERING CONTACT: RICK HALL  
ADDRESS: 6840 2ND ST. NW PHONE: 345 1064  
OWNER: SEE ATTACHMENT CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ARCHITECT: - NONE - CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SURVEYOR: HALL ENG. CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTRACTOR: - NONE - CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

- ☒ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER

## PRE-DESIGN MEETING:

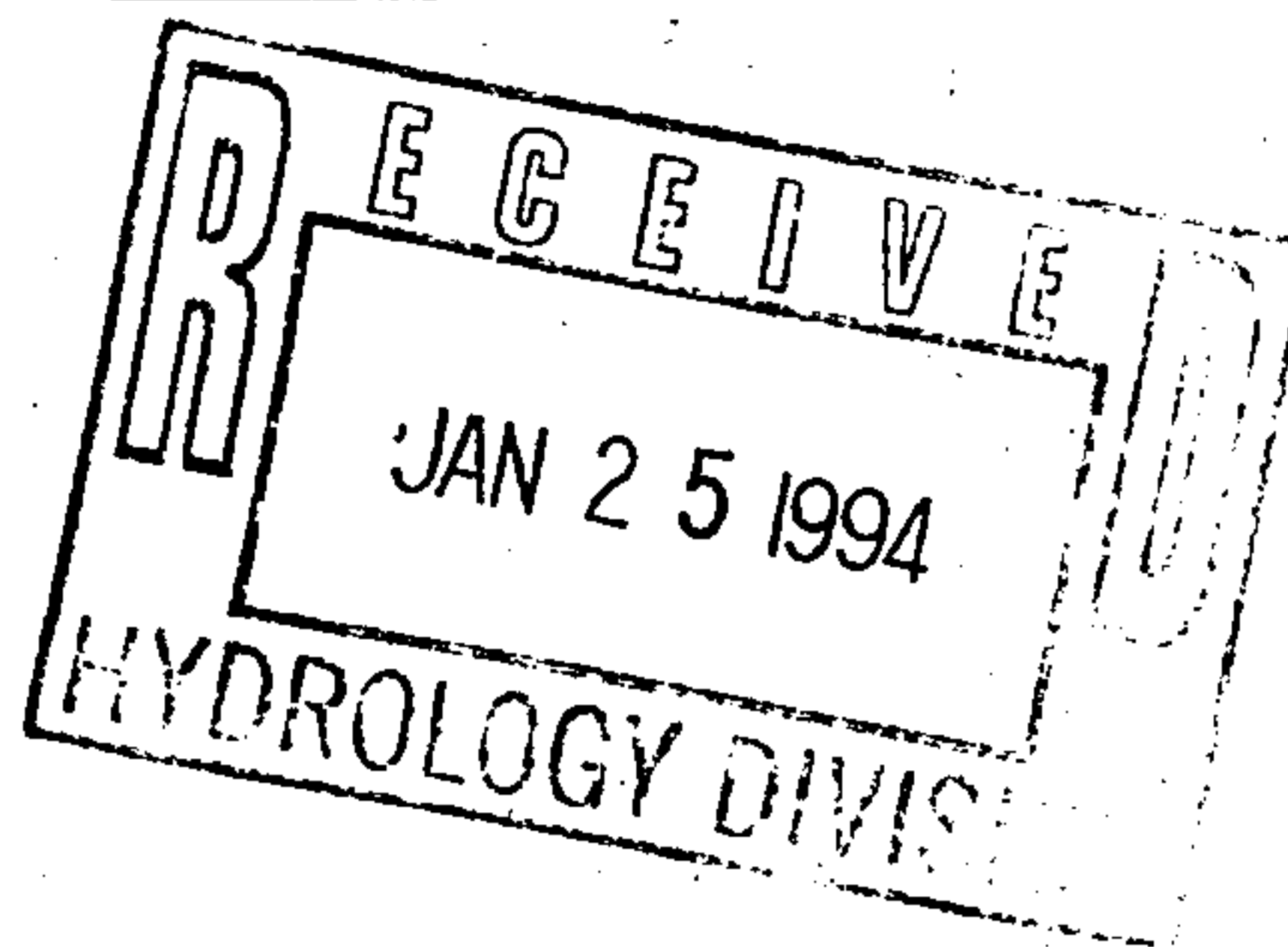
- ☐ YES  
☒ NO  
☐ COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
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☐ PAVING PERMIT APPROVAL  
☐ S.A.D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED:

BY:

JANUARY 25, 1994

Lot A-1  
Hamid Naraghi  
8915 Delamar Avenue, NE  
Albuquerque, NM 87111

Lot B-1  
Alfonso Baca  
1325 San Clemente, NW  
Allbuquerque, NM 87107

Lot C-1  
Philip & Julia Gonzales  
517 Bryn Mawr Dr. SE  
Albuquerque, NM 87106

Lot D-1  
Cliff Hammond  
6105 Bellamah Avenue, NE  
Albuquerque, NM 87110

Lot E-1  
U. S. Department of Housing and Urban Development  
625 Truman Street, NE  
Albuquerque, NM 87110

**DECLARATION OF EASEMENT AND  
MUTUAL USE AND MAINTENANCE AGREEMENT  
FOR PRIVATE PARKING LOT AND COMMON AREA**

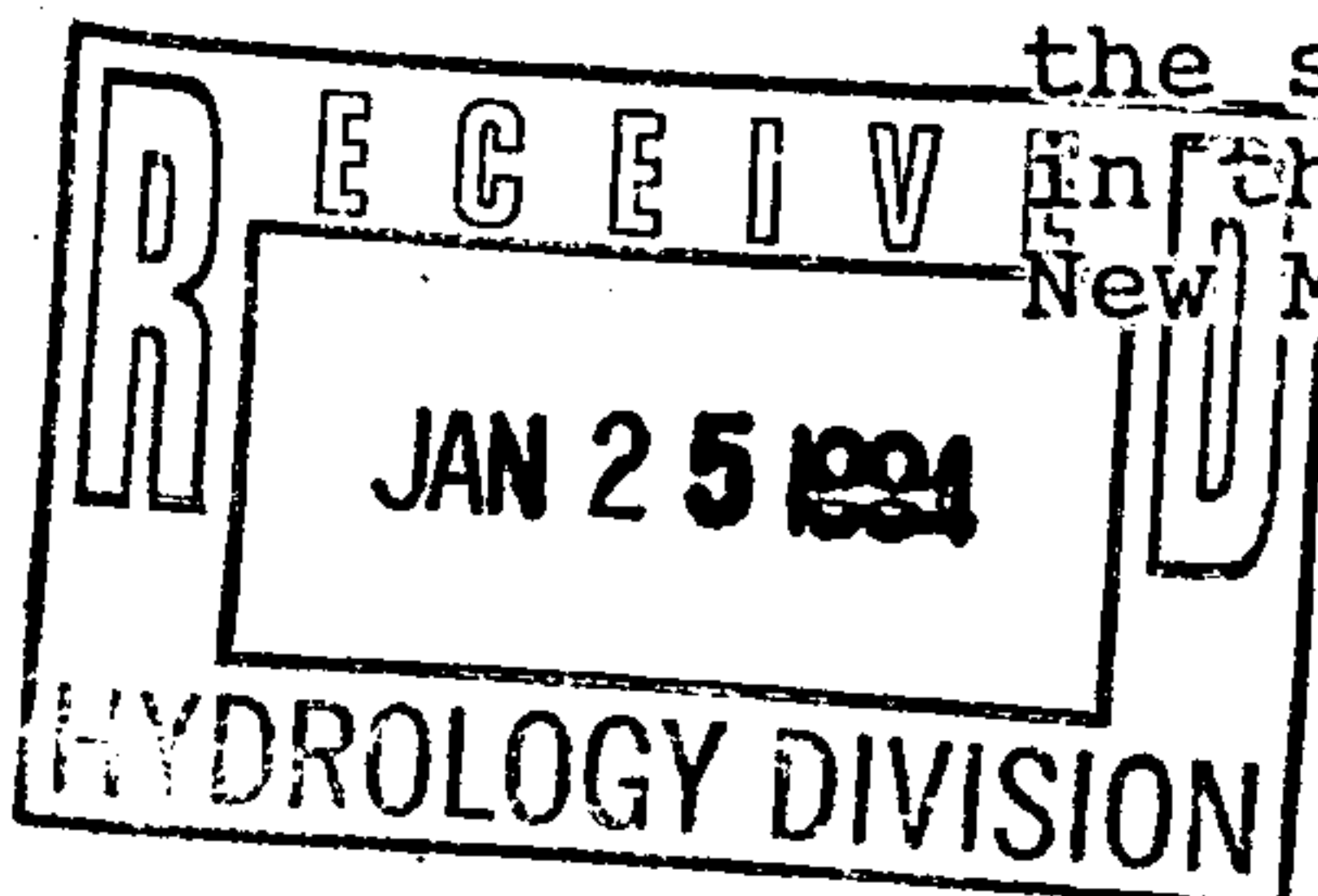
THIS DECLARATION OF EASEMENT AND MUTUAL USE AND MAINTENANCE AGREEMENT FOR PRIVATE PARKING LOT AND COMMON AREA (hereinafter referred to as "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 1993, by and between the owners of the dwelling units commonly known as the Monkbridge Quads, located at 219 Candelaria Boulevard, NE, Albuquerque, in Bernalillo County, New Mexico. The owners include CARL HAMMOND, a married man ("Hammond"), ALFONSO BACA ("Baca"), JULIA A. GONZALES and PHILLIP C. GONZALES, husband and wife (jointly referred to as "Gonzales"), FARBOD KIA, MOHAMMAD GHADIRI, and HAMID NARAGHI, all single persons (jointly referred to as "KG&N"), all of whom are hereinafter collectively referred to as "Declarants."

WHEREAS, the Declarants listed above own the following described property, each containing a one-to-four family dwelling unit:

KG&N currently owns Lot lettered A-1, Block 2, Monkbridge Addition, Bernalillo County, New Mexico, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 23, 1985, in Book C-27, page 177.

BACA currently owns Lot lettered B-1, Block 2, Monkbridge Addition, Bernalillo County, New Mexico, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 23, 1985, in Book C-27, page 177.

GONZALES currently owns Lot lettered C-1, Block 2, Monkbridge Addition, Bernalillo County, New Mexico, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 23, 1985, in Book C-27, page 177.





HAMMOND currently owns Lot lettered D-1, Block 2, Monkbridge Addition, Bernalillo County, New Mexico, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 23, 1985, in Book C-27, page 177.

WHEREAS, the above-described properties are served by a parking lot and common area designated as Lot E-1, which has been designated as a private parking, access, drainage and utility easement.

WHEREAS, the Secretary of the United States Department of Housing and Urban Development (HUD) currently owns the parking lot and common area of the Monkbridge Quads development, more particularly described as:

Lot E-1, Block 2, of the replat of Lots 13, 14, and 15, Monkbridge Addition, Bernalillo County, New Mexico, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on July 23, 1985, in Book C-27, page 177.

WHEREAS, HUD desires to divide the parking lot and common area and convey to each owner of the dwelling units a portion of the parking lot and common area for the purpose of maintaining the utility and drainage easement, for the purpose of maintaining ingress and egress to public roads, for the purpose of maintaining a private parking area for owners and residents of the dwelling units, and for the purpose of establishing a mutual easement enabling owners and residents of the dwelling units to make use of the parking lot and common area as needed for access, parking and such other incidental residential use.

WHEREAS, the Private Access, Parking and Common Use Easement being granted herein is more particularly set forth on the Replat

of said lots, made a part hereof and incorporated in this Agreement by reference, and attached hereto as Exhibit 1.

WHEREAS, the Declarants and HUD desire that the utility, drainage, access, private parking and common use easement established herein and set out in Exhibit 1 be declared in perpetuity, running with the land, and binding upon all Declarants, their heirs, assigns and successors in interest.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarants and HUD do hereby agree as follows:

1. Private Access Easement: Declarants and HUD hereby declare that the existing utility and drainage easement on the property shall continue in full force and effect, and further declare and create a mutual easement, in perpetuity, for private access, parking and common use across their properties, which easement is more particularly described in Exhibit 1 attached hereto and made a part hereof, the legal descriptions as more particularly set forth above. Said easement shall be for the purpose of ingress and egress for owners and residents of the dwelling units, for their use and the use of their guests, invitees, and family members for motor vehicle access and parking, and for such other use in connection with or incidental to the residential use of the property.

The rights granted herein are expressly limited to the extent they might unreasonably interfere with the use of the



property of each Declarant. No person shall have the right to block, obstruct or otherwise encroach upon the easement being granted nor shall any person interfere with the free and unrestricted use thereof by any other person entitled to enjoy the benefits of said easement.

2. Binding Effect: This Agreement and all covenants and promises contained herein shall create and define a private access, parking and common use easement, which shall run with the land and shall inure to the benefit of and bind the Declarants and each of their respective heirs, assigns, and successors in interest. Each of the covenants and grants of easement imposed by this declaration upon the real property described herein shall create an equitable servitude in favor of each parcel so described. Said covenants and easements created hereby shall create a privity of contract and an estate by and among the Declarants, their respective heirs, assigns and successors in interest, and shall operate as covenants running with the land.

3. Maintenance: The Declarants hereby jointly covenant and agree that they shall, at their own cost and expense and at all times, keep said private access, parking and common use easement in safe and useable condition, and will maintain the same for their common use and benefit.

All necessary maintenance to be performed shall be determined by a majority in interest of the owners of the property which is subject to this Agreement, as they may exist from time to time.

The term "maintenance" shall include all repair and upkeep of the parking lot and common area so as to keep it in its present state of repair to provide adequate access, parking and incidental residential use of the property.

All costs of maintenance shall be shared equally by all owners, their heirs, assigns and successors in interest on a pro-rata basis, based upon their percentage of ownership as it may exist from time to time. For purposes of this paragraph, the term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Additionally, the term "owner" shall not include HUD, his successors and assigns.

All maintenance costs are to be paid immediately upon written notice that such costs shall be or have been incurred. The payment of such costs shall be delinquent if not fully paid within thirty (30) days after receipt of written notice of such costs, unless there is an extension of the time for payment or arrangement for partial payment by unanimous consent and agreement of the owners.

4. Enforcement: Should a conflict arise over the imposition or amount of repair and maintenance assessments or the interpretation of any provision of this Agreement as it relates to the owners, their heirs, assigns and successors in interest, the parties to the conflict shall seek mediation, arbitration or



other alternative dispute resolution services to resolve the conflict. Any such resolution of the conflict shall be binding upon the owners, their heirs, assigns and successors in interest. If any owner fails to pay their proportionate share of the repair and maintenance costs assessed against the owners, such owner shall be liable for the maintenance costs and all other costs, including reasonable attorney fees, that may be incurred for the enforcement and collection of such repair and maintenance assessments.

5. Amendment: The foregoing conditions and covenants regarding the maintenance of the parking lot and common area may be amended or modified only in conformance with the City of Albuquerque's Subdivision Ordinance and upon unanimous approval of the owners of the lots described herein. For the purpose of voting hereunder, the owner(s) of each lot shall be entitled to one (1) vote regardless of the number of individuals with ownership interest in any particular lot.

IN WITNESS WHEREOF, the Declarants and HUD have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Carl Hammond

\_\_\_\_\_  
Alfonso Baca

\_\_\_\_\_  
Phillip C. Gonzales

\_\_\_\_\_  
Julia A. Gonzales

\_\_\_\_\_  
Hamid Naraghi

\_\_\_\_\_  
Farbod Kia

Secretary of U.S. Department of  
Housing and Urban Development

By:

Michael R. Griego  
Manager

Mohammad Ghadiri