



CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION



HYDROLOGY SECTION PROJ. NO. H-22 DATE: 2/9/84

PLANNING DIVISION NO. _____

CONFERENCE RECAP

SUBJECT: Lots 14, B&C, 2A, B&C Brantwood Hills
Block 27-A

WHO

REPRESENTING

ATTENDANCE:

John Battis
Billy Goolsby

FINDINGS: ① Drainage Plan per DPM
② Discharge to Public R/W through
driveways. Analysis required to justify
downstream capacity exists - Street flow
& where the outfalls.
③ Drainage Covenant required for
drainage across lot lines.
④ Erosion Control Plan required for
period of construction.

Provide copy of this recap with submital

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED:

Billy Goolsby

SIGNED:

M. Battis

TITLE:

CE/Hydrology

TITLE:

Environment Eng'g Co.

DATE:

2/9/84

DATE:

2/9/84

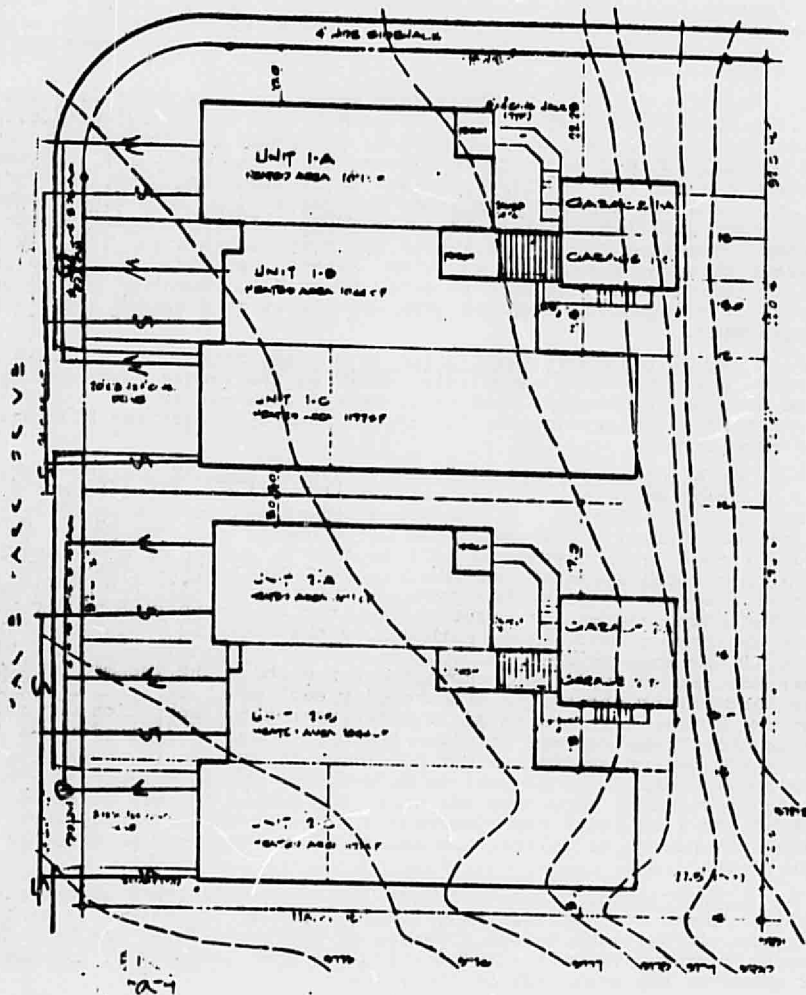
TANQUE TOWNHOMES
OWNERS AGREEMENT AND EASEMENTS

The undersigned Owners of Tanque Properties, more particularly described as Lots 1A, 1B, 1C, 2A, 2B and 2C, Block 27A Brentwood Hills, hereby agree as follows:

1. Agreement and Easements Binding upon Subsequent Owners. The undersigned Owners are the developers and initial Owners of the Tanque Townhomes. This Agreement is intended to create legal rights and obligations which will be assumed by subsequent owners. This Agreement and the easements created herein shall run with the land and be binding upon the successors and assigns of the undersigned Owners.
2. Utility Easements. The Owners agree that one water line and one sewer line hookup shall be created for each of the two buildings (2812, 2814, 2816 and 2818, 2820, 2822 Marie Park N.E. the legal descriptions are Lot 1A, 1B, 1C and 2A, 2B, 2C, Block 27A Brentwood Hills respectively). Easements are hereby created for the installation, maintenance and repair of water and sewer lines for the benefit of all units benefitted by each line. Such lines are described upon Exhibit A to this Agreement and incorporated herein by reference. Townhome Owners shall have the right to individually hook up to City water or sewer service at their own expense, provided that such hookup does not interfere with service to other townhomes. Townhome Owners agree to hold City of Albuquerque harmless from any claims or disputes arising from this Agreement.
3. Tanque Townhomes Association (The Association). The Owners agree to form an unincorporated association known as the Tanque Townhomes Association for the purpose of managing matters of mutual interest to the Owners. Meetings shall be held at least annually for the purpose of conducting such business as may be necessary.
4. Metering of Utilities, Lien for Unpaid Utility Charges. Water, Sewer, refuse or other municipal utility assessments will be billed to one designated townhome in each building. All Owners of townhomes in each building may by majority vote decide to sub-meter the water use to each townhome. On January and July 1 each year, the Owners will deposit an amount of money equal to their prorata or metered share of the previous six months bills plus 10% of that amount in a special fund or trust account for the purpose of paying utility bills when they come due each month during the next six months, or any maintenance or repairs required on the water or sewer lines. The Owner of the designated townhome will be responsible for withdrawing the money from this account and making the payment to the city each month for the amount billed, or to pay for maintenance and repairs. Each year the Association may vote to adjust the balance in the account. Should any owner fail to deposit their share in the account within 30 days after it is due, a lien on their property to the other owners may be created by giving 10 days notice certified mail - return receipt and if no payment is made during the 10 day period a claim of lien may be filed of record by the other two owners in that building. The amount of the lien shall bear interest at 12% per annum and any legal fees required to enforce or collect the amount of the lien may be added to the amount of the lien.
5. Landscaping. Each Owner agrees to maintain front landscaping with a consistent theme for each building. All Owners of townhomes, in each building must agree, in writing, before a change of the landscaping can be made to a different format. There are no restrictions upon landscaping for the rear patio areas on the east side of the units.
6. Easements for Maintenance. The Owners grant to adjoining Owners an easement of access at reasonable hours for the purpose of maintaining and repairing common walls and exterior surfaces which can only be reached by access upon the adjoining Owner's property.
7. Solar Easements. No additions or other construction shall be added to a unit which obstructs or impairs the ability of solar devices to function.
8. Drainage Easements. Each Owner grants to all other lots an easement for water drainage across lot as shown on the drainage plan filed with the City of Albuquerque.
9. Real Property affected by this Agreement and Easements granted herein. The real estate submitted to this Agreement and the liens and easements created herein as particularly described as follows: LOTS 1A, 1B, 1C, 2A, 2B and 2C of Block 27A, being a Replat of Lots 1 and 1, Block 27A Brentwood Hills, together with 22 feet vacated portion of Candelaria Rd. N.E., Albuquerque, New Mexico, as shown by the Summary Plat recorded February 2, 1984 in the records of the County Clerk of Bernalillo County.

EXHIBIT A

CANDEBLARIA 7. E.



IN WITNESS WHEREOF, this Agreement entered this ____ day of _____ 1984.
TANQUE PROPERTIES

Donald K. Weaver

Verda R. Weaver

Curtis Bryant

Ann Bryant

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 1984, by _____
My commission expires: _____

Notary Public

August 29, 1984

RECEIVED

AUG 31 1984

CITY ENGINEER

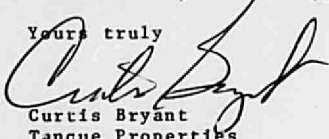
Andre Houle
Engineering Division
City of Albuquerque
P.O. Box 1293
Albuquerque, N.M. 87103

RE: H22 - D39 Lots 1A, 1B, 1C, 2A, 2B, 2C Block 27A
Brentwood Hills

Dear Mr. Houle,

Enclosed copy of owners agreement and easements referring
to the drainage plan dated April 17, 1984 file H22 - D39
which has been recorded as you requested in your letter
dated June 7, 1984, a copy of which is also enclosed.

Yours truly


Curtis Bryant
Tanque Properties
9311 Candelaria N.E.
Albuquerque, N.M. 87112

Scotch® 7864 "Post-It" Routing-Request Pad

ROUTING - REQUEST

Please

- ☒ READ
☐ HANDLE
☐ APPROVE
and
☐ FORWARD
☒ RETURN
☐ KEEP OR DISCARD
☐ REVIEW WITH ME

Date _____

From _____

To DR. MONTANO, WILL
THIS DOCUMENT SATISFY
A PRIVATE DRAINAGE
EASEMENT REQUIREMENT?
gph
8/29/84

Fred,
This is a follow-up
on a previous review I
did for your section. Since I
don't have report change, ~~which~~ is
review drainage ~~change~~ which
this document is
legal if Homeowner
assoc. is incorporated?
9-4-84



City of Albuquerque

P.O. BOX 1299 ALBUQUERQUE, NEW MEXICO 87103

June 7, 1984

Mr. John Bettis
Enchantment Engineering
9910 Indian School Rd., NE, Suite 105
Albuquerque, New Mexico 87112

Ref: townhouses for Lots 1A-6A, B1k. 2/A
Brentwood Hills - H22-039

Dear Mr. Bettis:

Consider this approval of the drainage and grading plan for the afore-mentioned site. Please note, however, that prior to issuance of a building permit a signed and recorded copy of the homeowners agreement and easements must have been received by this office. Also amend Item 8 to refer to "... the drainage plan filed with the City Engineer's Office dated April 17, 1984, file H22-039."

Please contact me if you have any questions regarding this project,

Sincerely,

Andre Houle
Civil Engineer

AH/fs
cc: QA File
Hydro File H22-039

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

The undersigned Owners of Tanque Properties, more particularly described as Lots 1A, 1B, 1C; 2A, 2B and 2C, Block 27A Brentwood Hills, hereby agree as follows:

1. Agreement and Easements Binding upon Subsequent Owners. The undersigned Owners are the developers and initial Owners of the Tanque Townhomes. This Agreement is intended to create legal rights and obligations which will be assumed by subsequent owners. This Agreement and the easements created herein shall run with the land and be binding upon the successors and assigns of the undersigned Owners.

2. Utility Easements. The Owners agree that one water line and one sewer line hookup shall be created for each of the two buildings (2822, 2820, 2818 and 2816, 2814, 2812) Marie Park N.E. the legal descriptions are Lot 1A, 1B, 1C and 2A, 2B, 2C, Block 27A Brentwood Hills respectively). Easements are hereby created for the installation, maintenance and repair of water and sewer lines for the benefit of all units benefitted by each line. Such lines are described upon Exhibit A to this Agreement and incorporated herein by reference. Townhome Owners shall have the right to individually hook up to City water or sewer service at their own expense, provided that such hookup does not interfere with service to other townhomes. Townhome Owners agree to hold City of Albuquerque harmless from any claims or disputes arising from this Agreement.

3. Tanque Townhomes Association (The Association). The Owners agree to form an unincorporated Association known as the Tanque Townhomes Association for the purpose of managing matters of mutual interest to the Owners. Meetings shall be held at least annually for the purpose of conducting such business as may be necessary.

4. Metering of Utilities, Lien for Unpaid Utility Charges. Water, sewer, refuse or other municipal utility assessments will be billed to one designated townhome in each building. All Owners of townhomes in each building may by majority vote decide to sub-meter the water use to each townhome. On January and July 1 each year, the Owners will deposit an amount of money equal to their prorata or metered share of the previous six months bills plus 10% of that amount in a special fund or trust account for the purpose of paying utility bills when they come due each month during the next six months, or any maintenance or repairs required on the water or sewer lines. The Owner of the designated townhome will be responsible for withdrawing the money from this account and making the payment to the city each month for the amount billed, or to pay for maintenance and repairs. Each year the Association may vote to adjust the balance in the account. Should any owner fail to deposit their share in the account within 30 days after it is due, a lien on their property to the other owners may be created by giving 10 days notice certified mail - return receipt and if no payment is made during the 10 day period a claim of lien may be filed of record by the other two owners in that building. The amount of the lien shall bear interest at 12% annum and any legal fees required to enforce or collect the amount of the lien may be added to the amount of the lien.

5. City Right to Create Lien. The City of Albuquerque shall have the right which shall run with the land and/or binding upon the successors and assigns of the undersigned Owners to create a lien against all the properties served from one water meter for failure to pay to the City water, sewer or refuse charges for any of such properties.

6. Landscaping. Each Owner agrees to maintain front landscaping with a consistent theme for each building. All Owners of townhomes, in each building must agree, in writing, before a change of landscaping can be made to a different format. There are no restrictions upon landscaping for the rear patio areas on the east side of the units.

7. Easements for Maintenance. The Owners grant to adjoining Owners an easement of access at reasonable hours for the purpose of maintaining and repairing common walls and exterior surfaces which can only be reached by access upon the adjoining Owners's property.

8. Solar Easements. No additions or other construction shall be added to a unit which obstructs or impairs the ability of solar devices to function.

9. Drainage Easements. Each Owner grants to all other lots an easement for water drainage across lot as shown on the drainage plan filed April 17, 1984 with the City Engineers office of the City of Albuquerque as File H 22-D39.

10. Real Property affected by this Agreement and Easements granted herein. The real estate submitted to this Agreement and the liens and easements created herein as particularly described as follows: LOTS 1A, 1B, 1C, 2A, 2B and 2C of Block 27A, being a Replat of Lots 1 and 2, Block 27A Brentwood Hills, together with 22 feet vacated portion of Candelaria Rd. N.E., Albuquerque, New Mexico, as shown by the Summary Plat recorded February 2, 1984 in the records of the County Clerk of Bernalillo County, New Mexico.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1984 AUG 28 AM 8:14

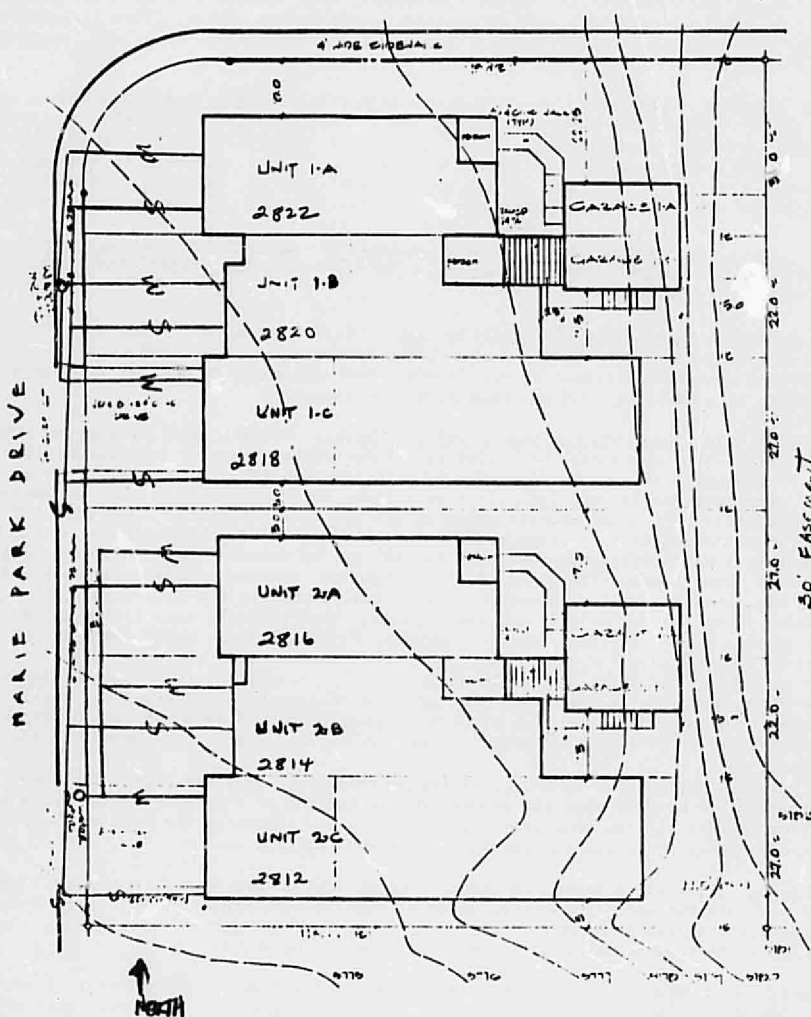
mm 149A 825-827

NOTARIAL PUBLIC
CO. CLERK
Mullins

vague water meter 1981 certificate 11 21 0 11 11

CANDELARIA T.E.

826



IN WITNESS WHEREOF, this Agreement entered this 22 day of August 1984.

TANQUE PROPERTIES

Donald K. Weaver
Donald K. Weaver

Verda R. Weaver
Verda R. Weaver

Curtis Bryant
Curtis Bryant

Ann Bryant
Ann Bryant

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

) ss.

The foregoing instrument was acknowledged before me this 22 day of August, 1984, by Donald K. Weaver & Mrs. Verda R. Weaver & Curtis Bryant & Ann Bryant
My commission expires: 10/12/87

Beverly J. Edwards
Notary Public

H22/D39

~~Att~~

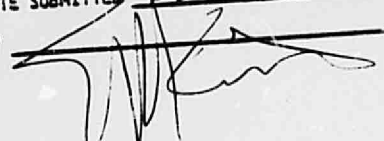
Responded by phone 3/15/84

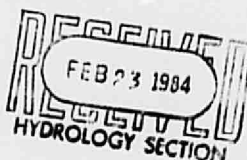
Requested the following

1. Easement for crossing lotlines
2. Discussion as to where the discharged flows go.
3. Clarifications as to what the detached building is and how it interfaces with the adjacent property.

INFORMATION SHEET

PROJECT TITLE TOWNHOMES ³⁹ TYPE OF SUBMITTAL PLAN ONLY
 ZONE ATLAS PAGE NO. H-22 CITY ADDRESS 2812-2822 MARIE PARK DR NE
 LEGAL DESCRIPTION LOTS 1A THRU 6A BLOCK 27-A BRENTWOOD HILLS
 ENGINEERING FIRM ENCHANTMENT CONTACT JOHN PETTIS
 ADDRESS 2910 INDIAN SCHOOL RD. NE PHONE 294-8359
 OWNER TANQUE PROPERTIES CONTACT CURTIS BRYANT
 ADDRESS _____ PHONE 296-0711
 ARCHITECT JIM MILLER CONTACT _____
 ADDRESS _____ PHONE 884-1255
 SURVEYOR ENCHANTMENT CONTACT _____
 ADDRESS _____ PHONE _____
 CONTRACTOR CURTIS BRYANT CONTACT _____
 ADDRESS _____ PHONE _____

DATE SUBMITTED 02-22-1984
 BY 



March 21, 1984

400-939

City of Albuquerque
Hydrology Dept.
Albuquerque, N.M.

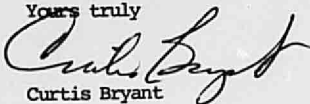
Attn: Billy Goulsby

RE: Lots 1A, 1B, 1C and 2A, 2B, 2C Block 27A Brentwood Hills

Attached owners agreement and easements for the above lots
on which you are reviewing our drainage plan.

If the wording is acceptable to you, we will go ahead and
record the agreement.

Yours truly



Curtis Bryant

encl.



INFORMATION SHEET

PROJECT TITLE DRAINAGE PLAN TYPE OF SUBMITTAL PLAN ONLY, RESUBMITTAL

ZONE ATLAS PAGE NO. H-22 CITY ADDRESS MARIE PARK DRIVE

LEGAL DESCRIPTION LOTS 1A - 6A, BLOCK 27-A; BRENTWOOD HILLS

ENGINEERING FIRM ENCHANTMENT ENGINEERING CONTACT JIM IMHOP

ADDRESS 1800 MARBLE N.E. SUITE 10 PHONE 265-7704

OWNER CURTIS BRYANT CONTACT _____

ADDRESS _____ PHONE _____

ARCHITECT _____ CONTACT _____

ADDRESS _____ PHONE _____

SURVEYOR ENCHANTMENT ENGINEERING CONTACT _____

ADDRESS _____ PHONE 265-1704

CONTRACTOR _____ CONTACT _____

ADDRESS _____ PHONE _____

PRE-DESIGN MEETING:

- ☒ YES
☐ NO
☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

PLEASE CHECK TYPE OF APPROVAL EXPECTED WITH THIS SUBMITTAL:

- ☐ SKETCH PLAT APPROVAL
☐ PRELIMINARY PLAT APPROVAL
☐ SITE DEVELOPMENT PLAN APPROVAL
☐ FINAL PLAT APPROVAL
☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☐ ROUGH GRADING PERMIT APPROVAL
☒ GRADING/PAVING PERMIT APPROVAL, HYDROLOGY
☒ DRAINAGE PLAN (SPECIFY)

DATE SUBMITTED: _____

BY: _____

