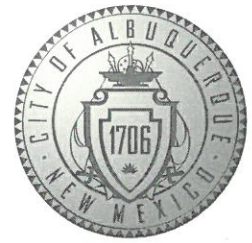


# CITY OF ALBUQUERQUE



August 5, 2019

Don Briggs Engineering LLC  
Don Briggs  
5324 Oakledge Ct. NW  
Albuquerque, NM 87120

**Re: 915 Silver SE**  
**Lot 20, 915 Silver Ave SW Albuquerque NM 87102**  
**Traffic Circulation Layout**  
Engineer's/Architect's Stamp **07-25-2019** (K14D118)

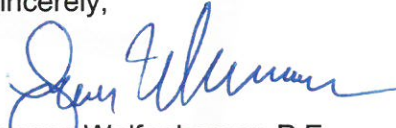
Dear Mr. Briggs,

The TCL submittal received 08-02-2019 is approved for Building Permit. A copy of the stamped and signed plan will be needed for each of the building permit plans. Please keep the original to be used for certification of the site for final C.O. for Transportation.

When the site construction is completed and an inspection for Certificate of Occupancy (C.O.) is requested, use the original City stamped approved TCL for certification. Redline any minor changes and adjustments that were made in the field. A NM registered architect or engineer must stamp, sign, and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification, the TCL, and a completed Drainage and Transportation Information Sheet to front counter personnel for log in and evaluation by Transportation.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3690.

Sincerely,

  
Jeanne Wolfenbarger, P.E.  
Traffic Engineer, Planning Dept.  
Development Review Services

Mojgan Maadandar, E.I.  
Associate Engineer, Planning Dept.  
Development Review Services

WMM via: email  
C: CO Clerk, File

D. The Grantor desires to encumber the Servient Property with an easement benefitting the Dominant Property for vehicular parking as shown on Exhibit "A" and designated as "Proposed Parking Easement to Benefit Lot 20" (the "Easement").

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals. The Recitals are incorporated herein.
2. Grant of Easements. Grantor, as owner of the Servient Property, grants to Grantor, as owner of the Dominant Property, the Easement for parking automobiles.
3. Duration. The Easement shall be in perpetuity.
4. Exclusivity. The Easement shall be exclusively for the benefit of the Dominant Property.
5. Obstructions to Easement Property. No fence, wall, barricade, or other obstruction of any kind shall be placed or permitted on the Easement which would obstruct the use of the Easement for parking, except as may be temporarily necessary in connection with any repair, maintenance, or reconstruction of improvements on the Servient Property adjacent to the Easement.
7. Improvements. The owner of the Dominant Property when constructing the Dominant Units shall grade the Easement so that storm waters flow to the alley north of the Properties (the "Original Grade"). The owner of the Dominant Property shall have the right to improve the Easement with parking improvements so long as it maintains the Original Grade. The owner of the Dominant Property shall maintain any such improvements and shall keep the Easement in a neat and clean condition.

## PARKING EASEMENT

THIS PARKING EASEMENT is made as of the 6<sup>th</sup> day of March, 2018, by **RICHARD M. ROMERO and MARGARET J. LOCKWOOD, Co-Trustees of the Richard M. Romero and Margaret J. Lockwood Revocable Trust, UTA dated November 5, 2007 ("Grantor")**.

### **RECITALS:**

A Grantor is the owner of the following described property (the "Dominant Property"):

Lot numbered Twenty (20) in Block numbered Sixteen (16) of the Raynolds Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Supplemental Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on November 24, 1924

B. The Grantor is the owner of the following described property ("Servient Property"):

Lot numbered Nineteen (19) in Block numbered Sixteen (16) of the Raynolds Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Supplemental Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on November 24, 1924

The Dominant Property and Servient Property are sometimes collectively referred to herein as the "Properties".

C. The Dominant Property will be improved with residential units (the "Dominant Units") and the Servient Property is adjacent to the Dominant Property and will be improved with residential units (the "Servient Units").

Doc# 2018020334

03/07/2018 11:37 AM Page: 1 of 6  
EASE R: \$26.00 Linda Stover, Bernalillo County



8. General Provisions.

(a) Inurement. This Agreement and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon the owners of the Properties, and their successors, shall run with the Properties, and be appurtenant thereto; provided, however, that if the owners of the Properties conveys its interest in any parcel owned by it, the owners of the Properties shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it, and provided further, that no such sale shall release such party from any liabilities, actual or contingent, existing as of the time of such conveyance;

(b) Injunctive Relief and Damages. In the event of any violation or threatened violation of any provision in this Agreement by lessee, or occupant of any portion of the Properties, any owner of the Properties shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for damages resulting therefrom. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

(c) Right to Cure. Should either party fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of the other party's written demand therefor, the party giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting party and the defaulting party shall reimburse the curing party for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting party does not reimburse the curing party, the curing party shall have (a) the right to exercise any and all




rights which such curing party might have at law to collect the same, and (b) have a lien on the property owned by the defaulting party for the amount not reimbursed by the defaulting party, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the curing party as a claim against the defaulting party, in the form required by law, in the office of the County Recorder of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

- (i) The name of the lien claimant, if any;
- (ii) The name of the defaulting party, a description of the work performed on behalf of such party and a statement itemizing the cost thereof; and
- (iii) A description of the property being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the party curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of New Mexico.

Such a lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such real property after the time of recording the claim of lien.

EXECUTED the day and year first set out above

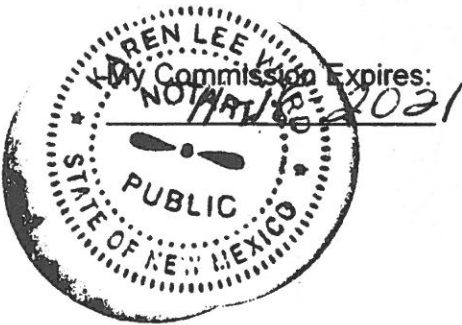
  
\_\_\_\_\_  
RICHARD M. ROMERO, Co-Trustee of  
the Richard M. Romero and Margaret J.  
Lockwood Revocable Trust, UTA dated  
November 5, 2007

Margaret J. Lockwood  
MARGARET J. LOCKWOOD, Co-Trustee of  
the Richard M. Romero and Margaret J.  
Lockwood Revocable Trust, UTA dated  
November 5, 2007

STATE OF NEW MEXICO     )  
  )  
COUNTY OF BERNALILLO    )

The foregoing instrument was acknowledged before me on March 6, 2018, by  
Richard M. Romero and Margaret J. Lockwood, as Co-Trustees of the Richard M.  
Romero and Margaret J. Lockwood Revocable Trust, UTA dated November 5, 2007.

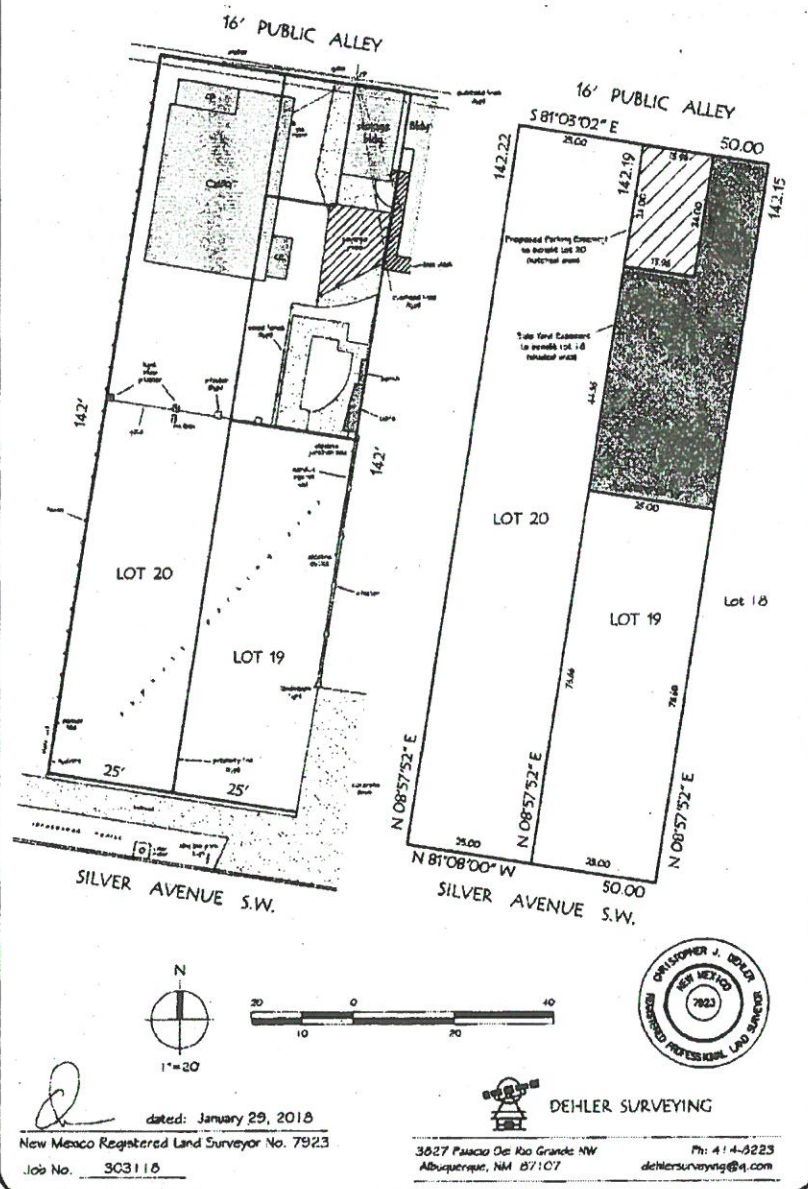
Karen Lee Ward  
Notary Public



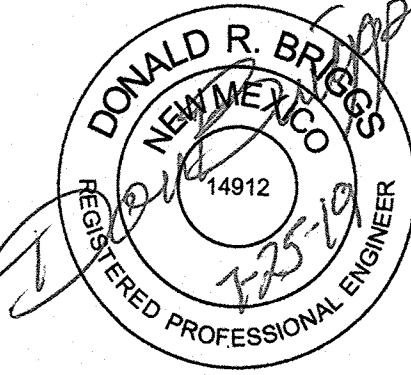
# EXHIBIT "A"

## EXHIBIT FOR PROPOSED EASEMENTS

LOTS 19 & 20 BLOCK 16  
RAYNOLDS ADDITION







TRAFFIC CIRCULATION LAYOUT  
APPROVED  
*Signature*  
Signed \_\_\_\_\_ Date 08-05-2019

ALL WHEELCHAIR RAMPS LOCATED  
WITHIN THE PUBLIC RIGHT OF WAY  
MUST HAVE TRUNCATED DOMES.

505-246-4403  
donbriggs@gmail.com  
5324 Oakridge Ct. NW, Albuquerque, NM 87120



QUADPLEX

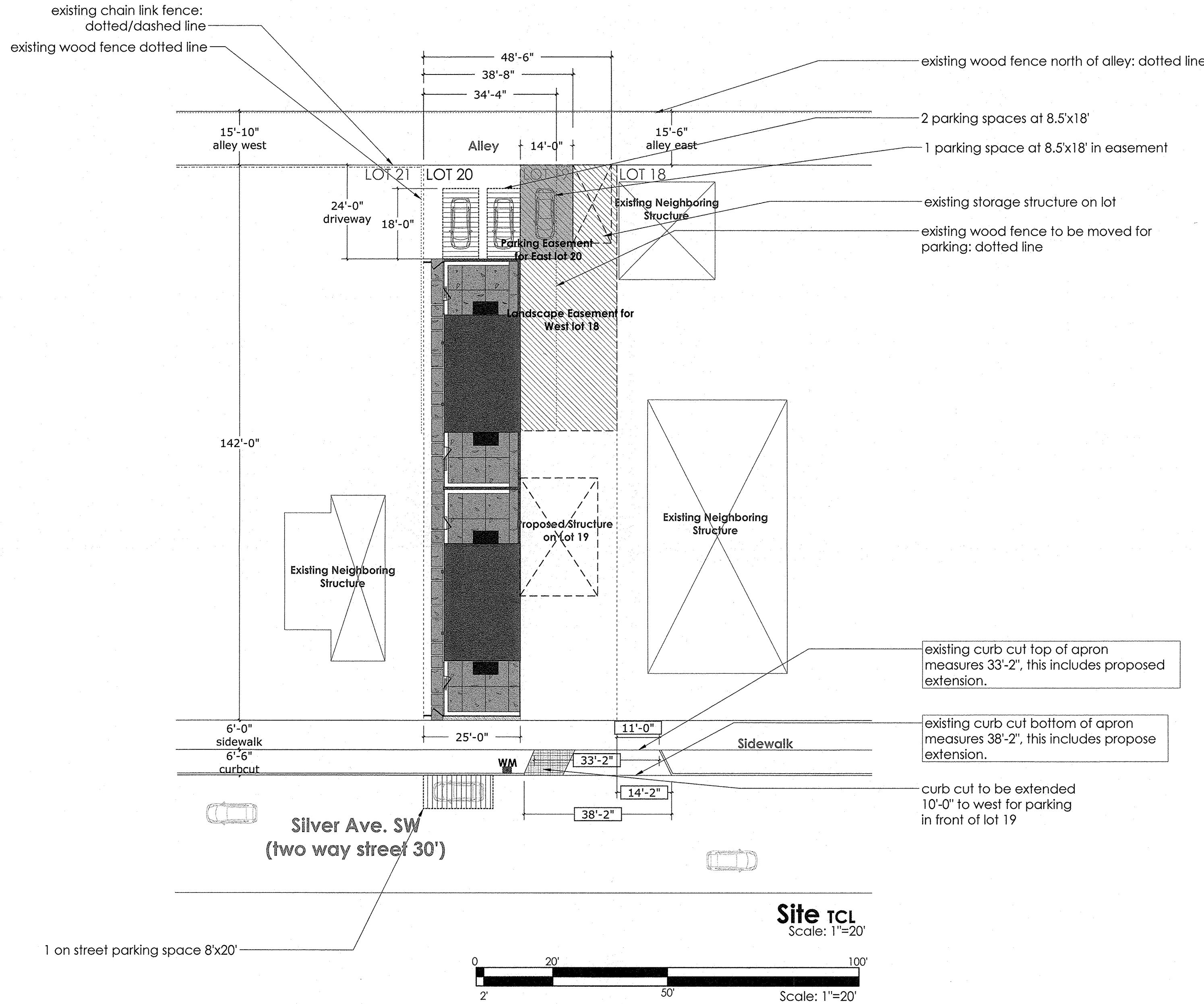
915 Silver Avenue SW, Lot 20, Albuquerque, NM,  
87102

RECEIVED  
AUG 02 2019  
LAND DEVELOPMENT SECTION

Revisions TCL C-201		Remarks
NO.	Date	

Traffic Circulation Layout

C-201



Parking Required by IDO	
Residential Zone District	R-MH
Off street parking Requirements	IDO (table 5-5-1) DUPLEX 1 space / DU up to 2 BR
Total off street parking required	4 spaces
On-street parking credit	1 on street parking counts as 1 off street. IDO (5-5C-5F)
Bicycle/Motorcycle Parking Requirements	NONE



Site Map  
Scale: N/A