



Meeting Date: December 07, 2022

Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: R-22-42 – Authorizing and Agreement for Water and Sewer Service for the Havenly Townhomes at Golf Course Rd. & Westside Blvd

ACTION: Introduction on December 7, 2022; Final Action January 25, 2023

SUMMARY:

The development is located along the southwest corner of the intersection of Golf Course Blvd and Westside Boulevard within the City Limits. The project consists of a 126 unit townhome development.

Water and wastewater service is contingent on the Developer connecting to existing public water distribution lines and realigning a public sanitary sewer collector line within the property.

All services provided within the development will be subject to current Utility Expansion and Water Resource Charges.

FISCAL IMPACT:

None.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-22-42

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR THE**
3 **HAVENLY TOWNHOMES AT GOLF COURSE RD. & WESTSIDE BLVD**

4 WHEREAS, Keystone Homes is the developer and owner of real property to be
5 developed as 126 unit townhome development located near southwest corner of the
6 intersection of Golf Course Blvd and Westside Boulevard; and

7 WHEREAS, the property which is located outside the service area of the Water
8 Authority will require a development agreement for the extension and/or connection of
9 water and sewer lines to the Water Authority's water and sewer system; and

10 WHEREAS, the Water Authority's Water and Wastewater System Expansion
11 Ordinance requires that new service developed outside the Water Authority's service
12 area will incur no net expense to the Water Authority and be subject to provisions of
13 relevant updated planning documents as approved by the City and/or County; and

14 BE IT RESOLVED BY THE WATER AUTHORITY:

15 Section 1. Keystone Homes will obtain all permits, assurances, and approvals
16 from the Water Authority and the City of Albuquerque development/design review
17 process. Construction of water and/or sewer lines shall be in conformance with the
18 plans approved by the Water Authority and all applicable plans, specifications,
19 requirements, and standards of the Water Authority.

20 Section 2. The expansion of the System shall incur no net expense to the Water
21 Authority and be subject to current Utility Expansion and Water Resource Charges.

22 Section 3. Keystone Homes will be responsible for close coordination of the
23 project with the Water Authority during the design and construction phases, including
24 the review of the design details during the design process, and the approval of
25 specifications and contract documents.

26 Section 4. The Executive Director is authorized to enter into the agreement with
27 Keystone Homes for the provision of water and sewer service.

[+Bracketed Material+] - New
[-Bracketed Material-] - Deletion

DEVELOPMENT AGREEMENT
The Havenly Townhomes at Golf Course Rd & Westside Blvd

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and **Keystone Homes**, an Arizona limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** Keystone Homes is the “Developer” and owner of certain real property located in TRACT A-1-A-1 BLACK ARROYO DAM (collectively, the “Property”). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently Established Service Area.
- B.** The existing legal description for the property is: TRACT A-1-A-1 BLACK ARROYO DAM. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as 126 unit townhome development.
- D.** The Property is located in Pressure Zone 2WR of the Corrales Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extension of existing sanitary sewer lines and other necessary infrastructure improvements (collectively, “Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit C** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

2. Design and Construction of the Facility Improvements

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not take service from the Facility Improvements until the Water Authority has approved the Facility Improvements. The

Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and City, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City or Water Authority work order process.

- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements. The Water Authority shall accept, operate and maintain the Facility Improvements after the Developer conveys, at no expense to the Water Authority, all the Facility Improvements together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.
- C.** The contractor's one (1) year warranty period shall commence upon final project acceptance by the Water Authority or the City. The Developer shall be responsible for conducting an 11 month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- E.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Development Process Manual (DPM) of the City and Section 14-16-5-4(G) of the City IDO, will be followed and used for the Facility Improvements.
- F.** Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets installed/constructed or any other asset information required of the Water Authority.

3. Service

- A. The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
 - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
 - C. Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day
4. **Financial Guarantee** - For any Master Plan Infrastructure required to be constructed by Developer herein, the Developer shall provide a financial guarantee in the form of a property lien that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service.
5. **Termination.** If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
6. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
7. **Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this

Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.

- 8. Representations and Warranties of Developer.** The Developer represents and warrants that:
- A. Developer is a validly existing limited liability company under the laws of the State of Arizona.
 - B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
 - C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.
- 9. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez
Executive Director
Albuquerque Bernalillo County
Water Utility Authority
One Civic Plaza, Room 5012
Albuquerque, New Mexico 87102

If to Developer:

Chris Hundelt
Director of Development and Build for Rent Communities
7550 E. McDonald Dr, Suite G,
Scottsdale, AZ 85250

- 10. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 11. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision

of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

12. Integration; Interpretation. This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

13. Approval. This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

14. Effective Date. The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County
Water Utility Authority**

**Developer
Keystone Homes,
An Arizona limited liability
corporation**

By: _____
Mark S. Sanchez
Executive Director

By: _____
Chris Hundelt
Director of Development and
Build for Rent Communities

Date: _____

Date: _____

ACKNOWLEDGEMENTS

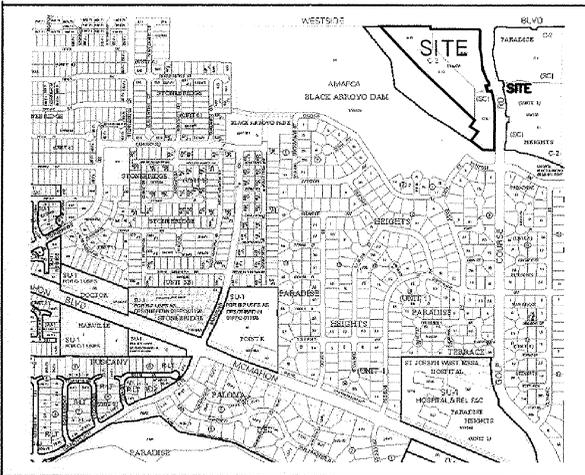
STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, by _____ [name] _____, [title] of _____, [company name], a _____ [type of entity], on behalf of said company.

EXHIBIT A
ZONE ATLAS MAP A-12-Z

**EXHIBIT B
EXISTING PLAT**

**Tract A-1-A-1, B-1-A-1 & B-1-A-2
Black Arroyo Dam**



LOCATION MAP ZONE ATLAS SHEET A-12
SCALE 1" = 750' +/-

TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC# See Parcel listed
PROPERTY OWNER OF RECORD:
Calabacillas Group
BERNALILLO COUNTY TREASURER'S OFFICE:
Long Kirk 8/15/13

PUBLIC UTILITY EASEMENT APPROVALS

<u>[Signature]</u> QWEST COMMUNICATIONS /a/b/a CENTURYLINK	<u>8/14/13</u> DATE
<u>[Signature]</u> PUBLIC SERVICE CO. OF NEW MEXICO	<u>8-14-13</u> DATE
<u>[Signature]</u> NEW MEXICO GAS CO.	<u>8/3/2013</u> DATE
<u>[Signature]</u> COMCAST CABLE	<u>8/14/13</u> DATE

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of: PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services; NEW MEXICO GAS COMPANY for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services; QWEST for the installation, maintenance, and service of such lines, cable and other related equipment and facilities reasonably necessary to provide communication services. CABLE TV for the installation, maintenance, and service of such lines, cable on other related equipment and facilities reasonably necessary to provide Cable services. Included is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of the transformer/switchgear doors and five (5) feet on each side.

Disclaimer
In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN PROJECTED SECTION 1, T11N, R2E, N.M.P.M., TOWN OF ALAMEDA GRANT, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO; SAID PARCEL BEING THE SAME AS TRACT A-1-A, B-1-A, B-1-B & C-1-A OF BLACK ARROYO DAM, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JULY 16, 2007 IN BK. 2007C. PG. 120 AND MORE PARTICULARLY DESCRIBED USING NEW MEXICO STATE PLANE BEARINGS (CENTRAL ZONE) AND HORIZONTAL GROUND DISTANCES AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED, FROM WHENCE THE MONUMENT ACS 1-E11 BEARS N87°50'09"W A DISTANCE OF 4799.34 FEET; THENCE,

S89°49'54"E, 461.71 feet along the south right-of-way of Westside Blvd. NW to a point; thence,

Southeasterly, 7.01 feet along the arc of a curve right, said curve having a radius of 25.00 feet and a long chord bearing S20°02'36"E a distance of 6.98 feet; thence,

S00°20'34"W, 18.46 feet to a point; thence,

S89°49'54"E, 430.25 feet to a point; thence,

Southeasterly, 39.79 feet along the arc of a curve right, said curve having a radius of 25.00 feet and a long chord bearing S44°47'23"E a distance of 35.72 feet and transitioning from the south right-of-way of Westside Blvd. NW to the west right-of-way of Golf Course Rd. NW; thence,

S00°15'59"W, 161.47 feet to a point; thence

Southeasterly, 316.27 feet along the arc of a curve left, said curve having a radius of 696.46 feet and a long chord bearing S12°42'26"E a distance of 313.55 feet; thence,

Southwesterly, 42.24 feet along the arc of a curve right, said curve having a radius of 25.00 feet and a long chord bearing S22°36'06"W a distance of 35.72; thence,

S18°59'54"E, 56.00 feet to a point; thence

Southeasterly, 41.18 feet along the arc of a curve right, said curve having a radius of 25.00 feet and a long chord bearing S61°48'42"E a distance of 36.68 feet; thence,

Southeasterly, 194.09 feet along the arc of a curve right, said curve having a radius of 747.37 feet and a long chord bearing S07°19'54"E a distance of 193.54 feet; thence,

S00°18'44"W, 192.09 feet to a point; thence

S01°24'18"E, 137.86 feet to a point; thence departing from the west right-of-way of Golf Course Rd. NW,

N89°03'34"W, 110.48 feet to a point; thence

N51°39'41"W, 125.84 feet to a point; thence

N31°48'38"E, 101.07 feet to a point; thence

N58°05'54"W, 78.01 feet to a point; thence

N29°53'57"E, 71.20 feet to a point; thence

N46°38'43"W, 554.44 feet to a point; thence

N42°49'25"W, 678.39 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11.9554 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, JEAN J. BORDENAVE, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION; MEETS THE MINIMUM REQUIREMENTS OF MONUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE; SHOWS EASEMENTS OF RECORD AND/OR INDICATED IN TITLE COMMITMENT NO. FT000120470, DATED FEBRUARY 19, 2007, ISSUED BY FIDELITY NATIONAL TITLE CO. AND OR MADE KNOWN TO ME BY THE OWNERS; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature] 08/13/13
JEAN J. BORDENAVE, NMPE&LS NO. 5110



DOCR 2013091099
09/15/2013 09:07 AM Page 1 of 2
11/16/13 10:55:00 AM 2013091099 R Toulous Oliveira, Bernalillo Co.

PLAT OF
TRACTS A-I-A-1, B-I-A-1 & B-I-A-2
BLACK ARROYO DAM

ALBUQUERQUE, NEW MEXICO
AUGUST, 2013

APPROVALS

PROJECT NO: 1004976 APPLICATION NO: 13DRB-70650

<u>[Signature]</u> CITY OF ALBUQUERQUE SURVEYOR	<u>8-14-13</u> DATE
<u>[Signature]</u> PARKS AND RECREATION DEPARTMENT	<u>8-14-13</u> DATE
<u>[Signature]</u> AMAFCA	<u>8-14-13</u> DATE
<u>[Signature]</u> CITY ENGINEER	<u>08/14/13</u> DATE
<u>[Signature]</u> ABCWU	<u>08-14-13</u> DATE
<u>[Signature]</u> TRAFFIC ENGINEERING, TRANSPORTATION DIVISION	<u>8-14-13</u> DATE
<u>[Signature]</u> DRB CHAIRPERSON, PLANNING DEPARTMENT	<u>8-14-13</u> DATE

DISCLOSURE STATEMENT

THE PURPOSE OF THIS PLAT IS TO: REDEFINE THE INTERNAL LOT LINES BETWEEN TRACTS, REDEFINE THE AMAFCA ACCESS, PRIVATE DRAINAGE AND PUBLIC UTILITY EASEMENT TO CONFORM TO THE AS-BUILT INFRASTRUCTURE AND GRANT PUBLIC UTILITY EASEMENTS FOR GAS, POWER AND COMMUNICATIONS.

FREE CONSENT AND DEDICATION

THE SUBDIVISION OF THE LAND DESCRIBED ON THIS PLAT IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS OF THE LAND. THE OWNERS DO HEREBY:

WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE TO THE LAND SUBDIVIDED,

GRANT SPECIFIC SURFACE AND SUBSURFACE POWER, GAS, WATER, SEWER AND COMMUNICATION EASEMENTS AS DELINEATED ON THIS PLAT;

ACKNOWLEDGE EXISTING EASEMENTS AS SHOWN ON THIS PLAT;

STATE THAT THIS SUBDIVISION LIES WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF ALBUQUERQUE, NEW MEXICO.

IN ADDITION THE OWNER OF TRACTS D AND E DOES HEREBY DEDICATE PUBLIC RIGHTS-OF-WAY, SHOWN HEREON, IN FEE SIMPLE WITH WARRANTY COVENANTS TO THE CITY OF ALBUQUERQUE.

CALABACILLAS GROUP, A NEW MEXICO GENERAL PARTNERSHIP

[Signature]
DONALD D. HARVILLE, GENERAL PARTNER

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO }
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 08/13/13 BY
DONALD D. HARVILLE, GENERAL PARTNER.

NOTARY PUBLIC: [Signature]



BORDENAVE DESIGNS
P.O. BOX 91194, ALBUQUERQUE, NM 87199
(505)823-1344 FAX (505)821-9105

EXHIBIT C
SERVICABILITY LETTER
#220823R

November 22, 2022

Chair

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Vice Chair

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Tammy Fiebelkorn
City of Albuquerque
Councilor, District 7

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Charlene Pyskoty
County of Bernalillo
Commissioner, District 5

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Ex-Officio Member
Gilbert Benavides
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Vinny Perea
Tierra West LLC
5571 Midway Park Place NE
Albuquerque, NM 87109

RE: Water and Sanitary Sewer Serviceability Letter #220823R
Project Name: Keystone- Golf Course- Westside
Project Address: NA
Legal Description: Tract A-1-A-1 Black Arroyo Dam
UPC: 101206643246110507
Zone Atlas Map: H-9-Z

Dear Mr. Perea:

Project Description:

The subject site is located south of Westside Boulevard, and west of Golf Course Road, within the City of Albuquerque. The proposed development consists of approximately 8.03 acres and the property is currently zoned MX-M for moderated intensity, mixed-use. The property lies within the Pressure Zone 2WR in the Corrales Trunk.

The request for availability indicates plans for residential development, to develop a 126-unit townhome complex on a vacant tract of land.

Revision: A revision is being issued as it has been determined that a Development Agreement is needed instead of a Service Connection Agreement. A Development Agreement is needed because the existing eight-inch sanitary sewer collector within the project site will be realigned to avoid conflicts with the proposed building footprints of the subject development.

Development Agreement Required: Pursuant to the System Expansion Ordinance, service to this property shall be subject to a Development Agreement approved by the Water Authority Board which will establish the conditions for service. Per this ordinance, Board approval shall only be given if the development conforms to the provisions of applicable comprehensive plans and/or planning documents or policies. Contact Utility Development regarding the Development Agreement process.

Existing Conditions: Water infrastructure in the area consists of the following:

- Eight-inch PVC distribution line (project #26-7718.83-08) along private drainage and public utility easement that is within private access road and project site.
- 12-inch PVC distribution line (project #NMUI-001-80) along Golf Course Road.
- 18-inch PVC transmission line (project #NMUI-019-97) along Westside Boulevard.

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch PVC sanitary sewer collector (project #26-7718.83-08) along private drainage and public utility easement that is within private access road and project site.
- 15-inch PVC sanitary sewer interceptor (project #26-4946.90-IO) along easement south of project site.

Water Service: New metered water service to the property can be provided via routine connection to the existing eight-inch PVC distribution line stub along the private access road to the east of the project site. Coordination with the owner of the private access road will be required. Connection to the 18-inch PVC transmission line along Westside Boulevard is prohibited. The engineer is responsible for determining pressure losses and sizing of the service line(s) downstream of the public water line to serve the proposed development.

Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service. Each legally platted property shall have individual, independent water services. No property shall share a water service with any other property.

Existing service lines and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main. For fire lines, the line shall be capped near the public valve and valve access shall be grouted and collar removed.

Non-Potable Water Service: Currently, there is no non-potable infrastructure available to serve the subject property.

Sanitary Sewer Service: New sanitary sewer service to the property can be provided contingent upon a developer funded project to realign the existing eight-inch sanitary sewer collector within the project site such that it avoids the proposed building footprints from the site plan provided. Existing portions of the eight-inch PVC sanitary sewer collector within the project site that will not be servicing the new development shall be removed. Coordination with the owner of the private access road and AMAFCA will be required for access and installation of new sanitary sewer improvements.

Upon completion of the infrastructure construction, the development may receive service via routine connection to the realigned eight-inch sanitary sewer collector.

No property shall share a private sewer service with any other property. The engineer is responsible for sizing the service line(s) upstream of the public sanitary sewer line to serve the proposed development.

Fire Protection: From the Fire Marshal's requirements, the instantaneous fire flow requirements for the project are 1500 gallons-per-minute for one hydrant. Six hydrants are required for spacing. There are three (3) existing hydrants available and six new hydrants are proposed with this project. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the required fire flow at model junction, 00-PRV-J18 which corresponds to the junction between the 8" PVC mainline along the private road and the 8" stub that will be tied in for the private fire line. Analysis simulated one private fire hydrant flowing at 1,500 gallons-per-minute.

Any changes to the proposed connection points shall be coordinated through Utility Development. All new required hydrants as well as their exact locations must be determined through the City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

The engineer is responsible for determining pressure losses and sizing of the fire line(s) downstream of the public water line to serve the proposed fire hydrants and/or fire suppression system.

Cross Connection Prevention:

Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows:

1. Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or
2. Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principal backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection).

Any multi-family dwelling including a clubhouse and/or office is required to have a reduced pressure backflow prevention device for containment. If metered separately, the building that includes a clubhouse and/or office shall have a reduced pressure backflow prevention device.

Contact Cross Connection at (505) 289-3454, for James Baca, or (505) 289-5465, for Gilbert Paris, for more information.

Easements and Property: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated Rights-of-Way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service. A Warranty Deed shall be required when a property will be transferred to the Water Authority for the installation of Water Authority owned facilities such as pump stations, reservoirs, wells, lift stations, or any other facility.

Pro Rata: Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction: Design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the Water Authority Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and bonded public utility contractor.

Utility Expansion Charge (UEC): In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized. Per the Rate Ordinance, each customer classification on the same premise requires a separate meter.

UECs associated with multi-family are determined by the criteria set forth in the Water Authority Rate Ordinance, which is amended from time to time. These specific UECs take into account the number of units within the multi-family development. If the multi-

family development includes other amenities such as a clubhouse, fitness center or leasing office that will be metered separately, UECs for these amenities will not be charged as they are included in the multi-family UEC calculation. UECs associated with irrigation meters are not included in the multi-family calculation and shall be paid accordingly.

The Rate Ordinance does provide an opportunity for UEC discounts for low income housing developments. If the development qualifies for these discounts, the developer will be required to provide documentation as stated in the Rate Ordinance.

Furthermore, if the development includes both low income and market rate apartments, the same requirements set forth in the Rate Ordinance shall be adhered to. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding UECs.

Water Resource Charge (WRC): Newly developed properties outside the Water Authority's Established Service Area but within the area formerly served by New Mexico Utilities Inc. (NMUI) will be assessed a Water Resource Charge (WRC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. Consistent with the Water Authority's Guiding Principles for Urban Planning and Development (R-07-6) and for the purposes of public health and welfare, the Water Resource Charge ("WRC") shall be waived only for existing properties that have received Preliminary Plat approval before May 9, 2009. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding WRCs.

Water Use: All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Reduction Ordinance. Where available, outdoor water usage shall utilize reclaimed water.

Closure: This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development.

For service to be provided, an approved development agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one (1) year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,

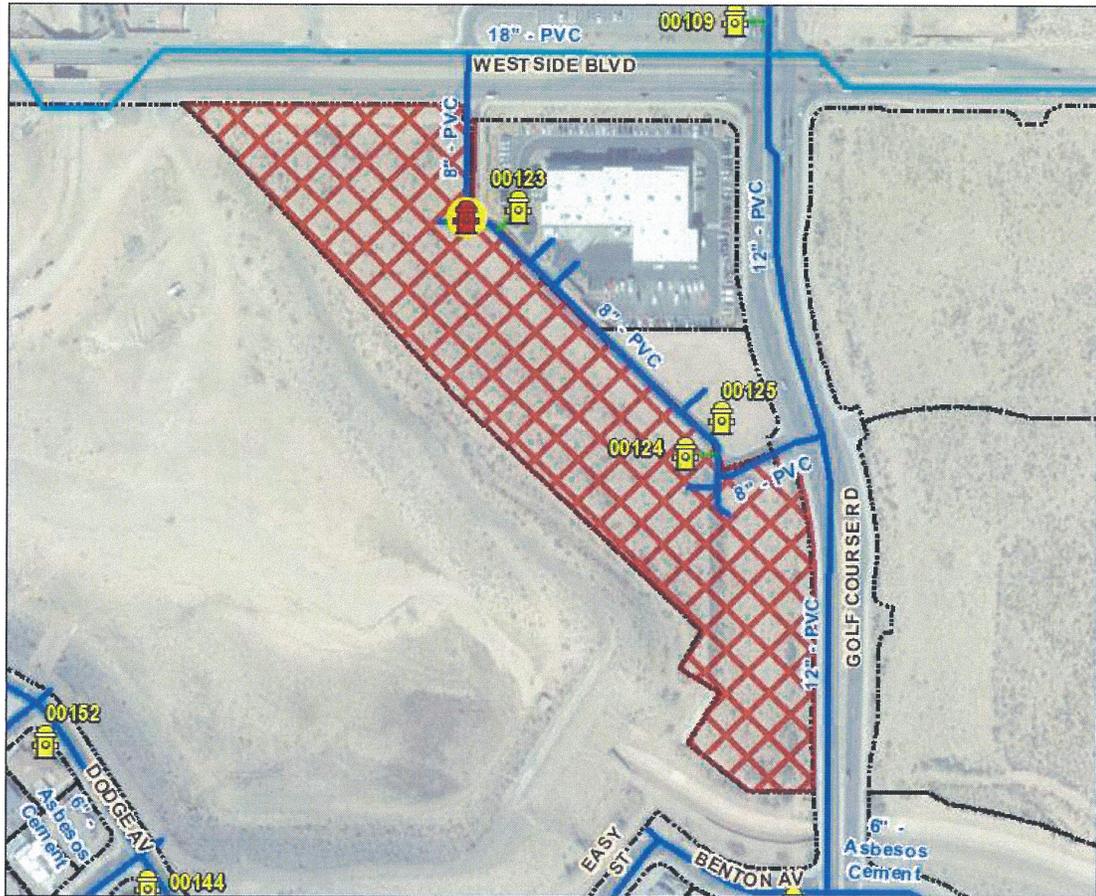


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Letter #220823R**

220823R - Water



0 470 940 Feet



Legend

 Public Hydrant

 Project Location

Water Pipe

 Base Map City

Subtype

Fire Flow Analysis Points

 Distribution Line

 Analysis Point - Existing Hydrant (1)

 Hydrant Leg

 In Zone Transmission



220823R - Sanitary Sewer



Legend

- | | |
|------------------------|------------------------------------------------------|
| Sewer Manhole | Project Location |
| Proposed Sewer Manhole | Base Map City |
| Sewer Pipe | -- General Map Keyed Notes |
| Subtype | 1 - Proposed Realignment of Existing 8" SAS Sewer |
| COLLECTOR | 2 - Portion of Existing 8" SAS Sewer to be Relocated |

