



Meeting Date: February 5, 2025
Staff Contact: Kristopher Cadena, Chief Engineer Utility Development

TITLE: R-25-5 – Authorizing an Agreement for Water and Sewer Service for JLM Living

ACTION: Recommend Approval

SUMMARY:

Authorizing development located at the northwest corner of Avenida de Jaimito NW and Unser Boulevard within the city limits. The project consists of 18.9 acres of a multi-family development that will have 220 detached multi-family residential units with club house, pool, and leasing office.

Water and wastewater service is contingent on the Developer constructing public water distribution and public sanitary sewer collector lines that tie to the existing infrastructure proximate to 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-25-5

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR**
3 **JLM LIVING**

4 WHEREAS, JLM Living LLC is the developer and owner of real property to be
5 developed. The development is 18.9 acres of multi-family development that will have
6 220 detached multi-family residential units with club house, pool, and leasing office
7 located near northwest corner of Avenida de Jaimito NW and Unser Blvd; and

8 WHEREAS, the property which is located outside the service area of the
9 Albuquerque Bernalillo County Water Utility (Water Authority) will require a development
10 agreement for the extension and/or connection of water and sewer lines to the Water
11 Authority's water and sewer system; and

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

16 BE IT RESOLVED BY THE WATER AUTHORITY:

17 Section 1. JLM Living LLC will obtain all permits, assurances, and approvals
18 through the Water Authority and the City of Albuquerque development/design review
19 process. Construction of water and/or sewer lines shall be in conformance with the
20 plans approved by the Water Authority and all applicable plans, specifications,
21 requirements, and standards of the Water Authority.

22 Section 2. The expansion of the system shall incur no net expense to the Water
23 Authority and be subject to current Utility Expansion and Water Resource Charges.

24 Section 3. JLM Living LLC will be responsible for close coordination of the
25 project with the Water Authority during the design and construction phases, including
26 the review of the design details during the design process, and the approval of
27 specifications and contract documents.

- 1 Section 4. The Executive Director is authorized to enter into the agreement with
- 2 JLM Living LLC for the provision of water and sewer service.

DEVELOPMENT AGREEMENT
JLM Living

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and JLM Living LLC, a Texas limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** JLM Living LLC is the “Developer” and owner of certain real property located in Paradise Hills (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.
- A.** The legal description for the property is: TR 1 (W'LY PORT) SUMMARY PLAT 68.75 ACRE TR & 66.15 ACRE TR PARADISE HILLS (EXCL PORTS OUT TO R/W) CONT 18.9341 The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- B.** The Property will develop as an 18.9 acre multi-family development that will have 225 detached multi-family residential units with club house, pool, and leasing office.
- C.** The Property is located in Pressure Zone 4W of the Corrales Trunk.
- D.** 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, extensions of existing public water and 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.
- E.** The Property is within the Volcano Heights Area. The Volcano Heights Wastewater Service Area Study was completed in 2017 (CDM Smith) and identified a 15 inch sanitary sewer interceptor along the Paseo Del Norte/Avenida De Jaimito alignment for full buildout conditions of the Volcano Heights area. The extension of the 15 inch interceptor would begin at the terminus of the existing interceptor along Paseo Del Norte which terminates just west of the Petroglyph National Monument. Currently, the terminus of the existing interceptor is more than 7,000 feet east of the subject property. Since the project is located at the western boundary of the Volcano Heights area, the extension of the interceptor is not feasible for the Property at this time.

- F. The expansion of the existing water and sanitary sewer systems to serve the Property will require, in addition to the Facility Improvements detailed in the Serviceability Letter, the future extension of the required 15 inch sanitary sewer interceptor to serve the Volcano Heights area. As such, the Property will be assessed a Facility Fee that reflects its proportional share of the costs associated with the 15 inch sanitary sewer interceptor.
- G. 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 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 and 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. **Sanitary Sewer Facility Fee** - The Developer shall pay a Facility Fee to the Water Authority in the amount of \$116,322.69 for the development's proportional cost associated with the extension of the required 15-inch sanitary sewer interceptor along Paseo Del Norte/Avenida De Jaimito alignment. This sanitary sewer interceptor will be constructed with the Paseo Del Norte/Volcano Heights SAS Interceptor Extension, project number 2315.004.
- D. Facility Fees are in lieu of a developer requirement to build the entire Master Plan Infrastructure. No utility services will be sold to the Property until the Facility Fees are paid in whole. As the expansion of system capacity is classified as Master Plan Facility Improvements, these Facility Fees are reimbursable by the **Sanitary Sewer UEC's**, collected as services are established within the Property.

- E.** In an effort to minimize disturbance to newly constructed structures on the Property in relation to Paseo Del Norte/Volcano Heights SAS Interceptor Extension, project number 2315.004, the developer shall pay for the required rock excavation within the Property along the alignment of the 15-inch sanitary sewer interceptor. The extents and timing of the rock excavation shall be coordinated with and approved by the Water Authority. This developer funded rock excavation shall take place prior to the installation of the 15-inch sanitary sewer interceptor within the property. As the required rock excavation is associated with the installation of the 15-inch sanitary sewer interceptor, the cost associated with the rock excavation for the interceptor within the Property is reimbursable by **Sanitary Sewer UECs**. The cost for rock excavation will be reviewed by the Water Authority and shall be consistent with the costs for rock excavation associated with the sanitary sewer interceptor project.
- F.** The UEC reimbursements will total no more than the respective Facility Fee and rock excavation amounts. The Developer may not receive 100% reimbursement of the Facility Fee and rock excavation as the UECs generated from the development may be less than the Facility Fee and rock excavation cost. Reimbursement will be on a Calendar Year basis. The Reimbursement request must be initiated by the Developer or its successor.
- G.** 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 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 Texas.
- 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:

Mark Skipalis
Developer
2001 Ross Avenue, Suite 700-190
Dallas, Texas 75201

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
JLM Living LLC,
a Texas limited liability corporation**

By: _____
Mark S. Sanchez
Executive Director

By: _____
Mark Skipalis
Developer

Date: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF _____)

COUNTY OF _____) ss.
)

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.

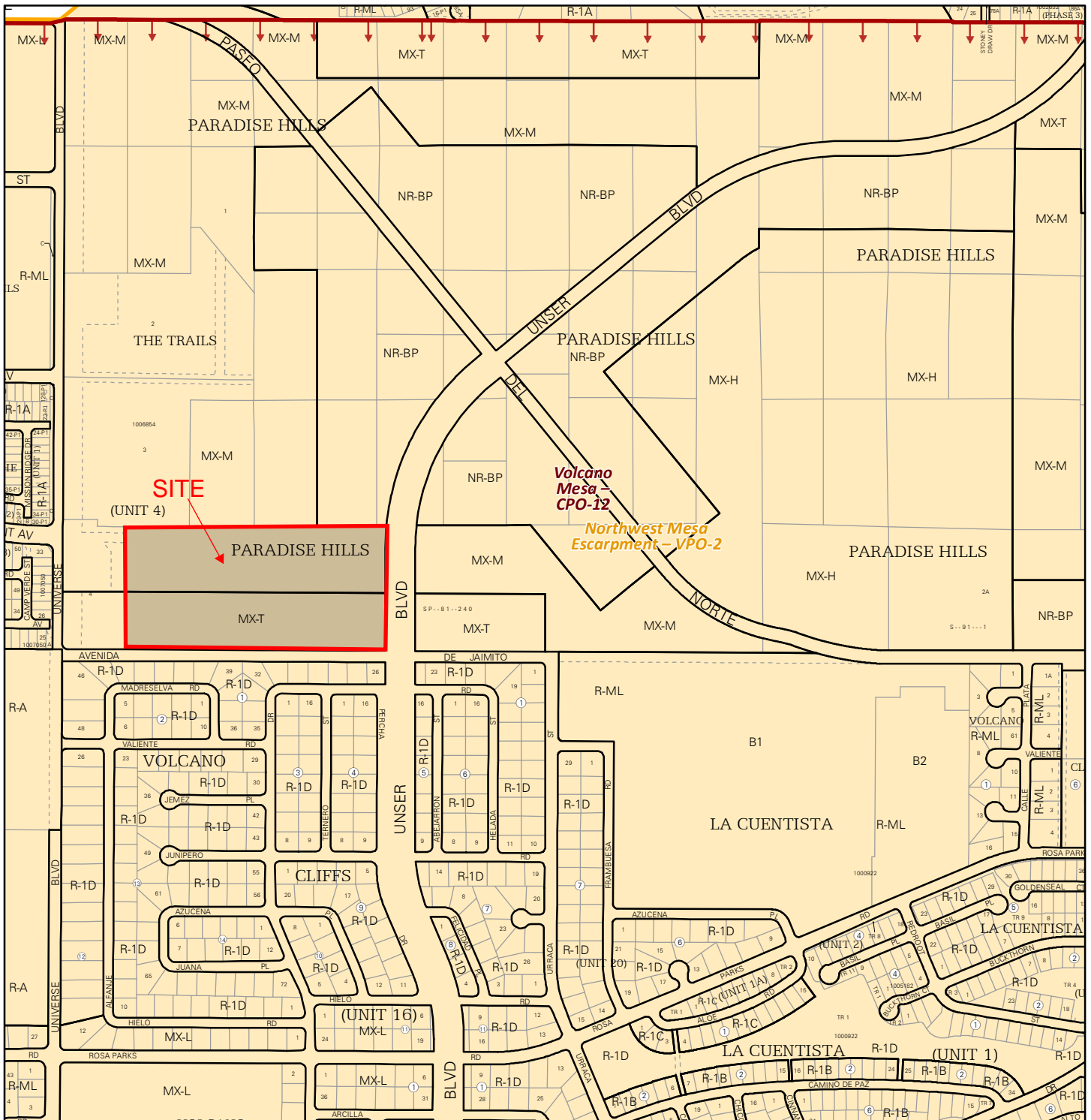
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This instrument was acknowledged before me on _____, 20__ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

My Commission Expires: _____ Notary Public

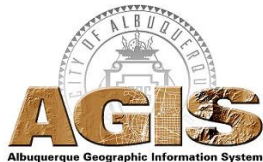
7
Development Agreement
8-10-17

EXHIBIT A
Zone Atlas Map C-10-Z

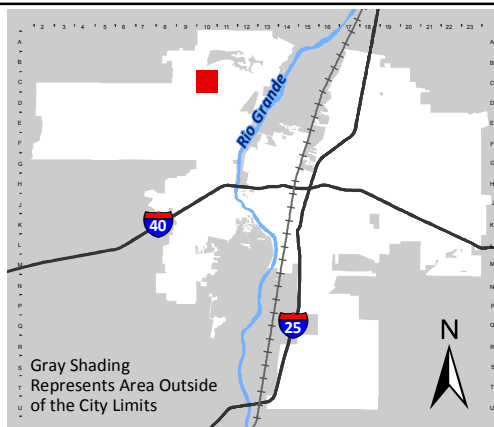


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:
C-10-Z

- Easement
 - Escarpment
 - Petroglyph National Monument
 - Areas Outside of City Limits
 - Airport Protection Overlay (APO) Zone
 - Character Protection Overlay (CPO) Zone
 - Historic Protection Overlay (HPO) Zone
 - View Protection Overlay (VPO) Zone
- 0 250 500 1,000 Feet

EXHIBIT B.1
Existing Plat

Paradise Hills
Subdivision

LS1-817

LS1-817

S.P. No. _____
 ZONE ATLAS No. C-10, C-11-Z

APPROVAL AND CONDITIONAL ACCEPTANCE

By _____

Date 8-14-81 Map No. C-10, 11

SUBJECT SP-81-240

COUNTY X CITY _____

SUMMARY PLAT

68.75 ACRE TRACT & 66.15 ACRE TRACT PARADISE HILLS

TOWN OF ALAMEDA GRANT
 BERNALILLO COUNTY, NEW MEXICO

JUNE, 1981

DESCRIPTION

TRACT 1

A 68.75 acre tract being a part of the Town of Alameda Grant, Bernalillo County, New Mexico and more particularly described as follows:

Beginning at the southwest corner of this tract, whence the closing corner of Sections 15 and 16, Township 11 North, Range 2 East, N.M.P.M., with the South boundary of the Town of Alameda Grant bears N 89° 58' W, 338.74 feet;

Thence N 00° 00' 05" W, 641.37 feet;
 Thence N 89° 53' 48" E, 2960.85 feet;
 Thence N 00° 00' 05" W, 2640.00 feet;
 Thence N 89° 53' 48" E, 529.96 feet;
 Thence S 00° 00' 05" E, 3289.21 feet;
 Thence N 89° 58' 00" W, 3290.80 feet to the point of beginning.

Containing 68.75 Acres, more or less.

TRACT 2

A 66.15 acre tract being a part of the Town of Alameda Grant, Bernalillo County, New Mexico and more particularly described as follows:

Beginning at a point on the South boundary of the tract, said point being the closing corner of Sections 14 and 15, Township 11 North, Range 2 East, N.M.P.M., with the South boundary of the Town of Alameda Grant;

Thence N 89° 58' 00" W, 979.95 feet to the southwest corner of this tract;
 Thence N 00° 00' 05" W, 650.81 feet;
 Thence N 89° 53' 48" E, 979.92 feet;
 Thence N 89° 52' 42" E, 1650.00 feet;
 Thence N 00° 00' 15" E, 2640.00 feet;
 Thence N 89° 52' 42" E, 353.88 feet;
 Thence S 00° 05' 47" W, 3298.84 feet;
 Thence N 89° 57' 52" W, 2000.00 feet to the point of beginning.

Containing 66.15 Acres, more or less.

PURPOSE

The purpose of this plat is to delineate the boundaries of the two tracts shown hereon.

FREE CONSENT

Horizon Corporation, a Delaware Corporation, owner of all the land shown on this plat, does hereby freely approve of the delineation of the tracts shown and states that it is being done in accordance with its wishes and desires.

By: Donald C. White
 Donald C. White, President

ATTEST:

STATE OF New Mexico) ss.
 COUNTY OF BERNALILLO)

On this 30th day of July, 19 81, before me did appear Donald C. White, as President of Horizon Corporation, who acknowledged that he executed this instrument for and on behalf of said Corporation.

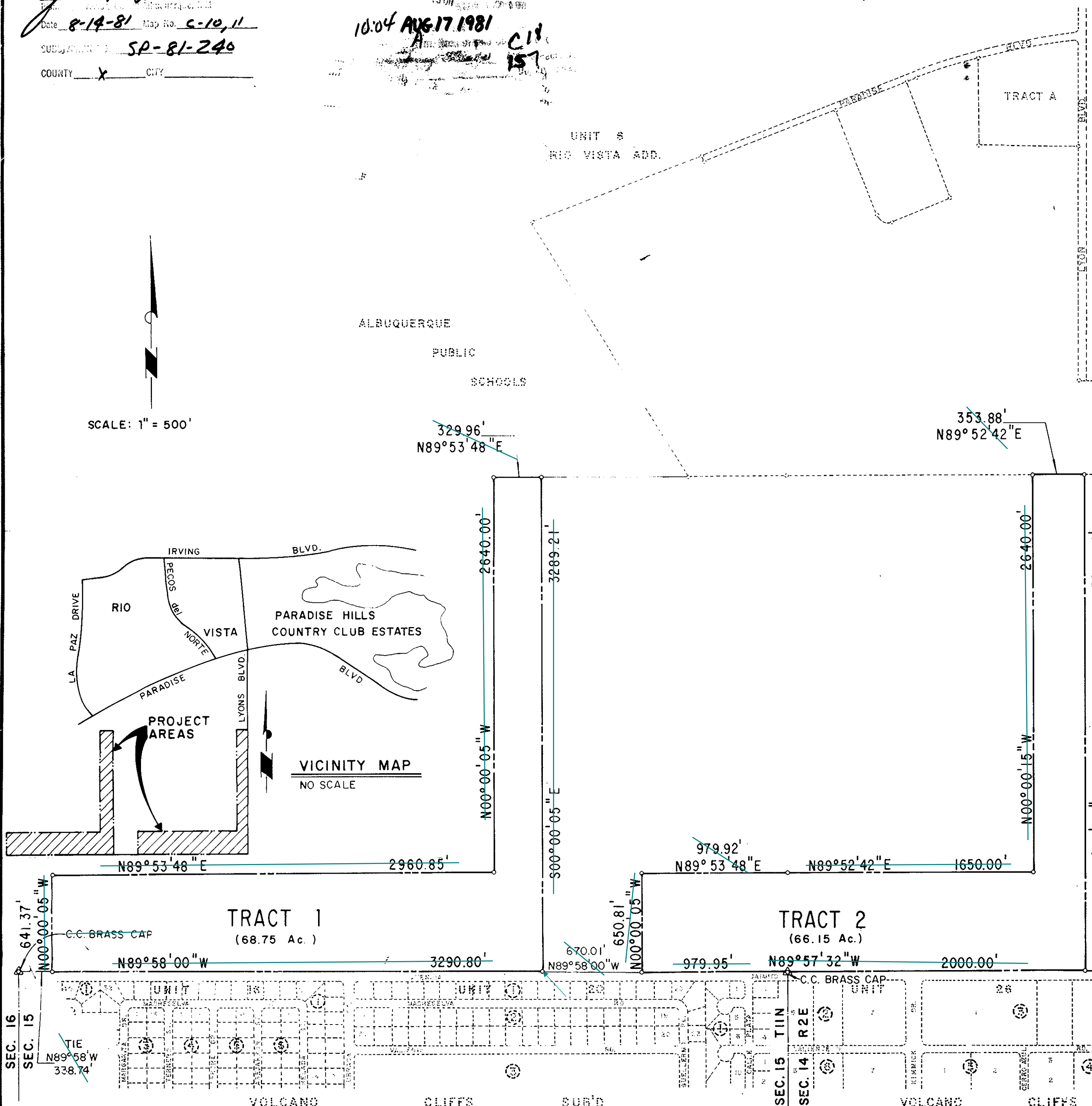
My Commission Expires:

Jason Scott
 Notary Public

SURVEYORS CERTIFICATION

This is to certify that this plat was prepared under my direct supervision and is true and correct to the best of my knowledge and belief.

Louis W. Gross 6/19/81
 Louis W. Gross, N.M. P.E. & L.S. No. 4100
 A.M.A.F.C.A. Dan Sabo 8/15/81



Fred Denney & Associates, Inc.
 ENGINEERS PLANNERS
 ALBUQUERQUE, NEW MEXICO 87107

FD. No. 559.12

C18-157

C18-157

SPECIAL WARRANTY DEED

BEDROCK INVESTORS LIMITED PARTNERSHIP, a New Mexico limited partnership, Grantor, for consideration paid, grants to **CITY OF ALBUQUERQUE**, a New Mexico municipal corporation, Grantee, whose address is c/o Chief Administrative Officer, P.O. Box 1293, Albuquerque, New Mexico, 87103, the following-described real estate in Bernalillo County, New Mexico:

Tracts 1, 2, 3, 4, and 5 as more particularly described on Exhibit "A" attached hereto.

SUBJECT TO reservations, restrictions and easements of record and taxes for the year 2011 and thereafter.

with special warranty covenants.

WITNESS my hand and seal this 1st day of March, 2011.

BEDROCK INVESTORS LIMITED PARTNERSHIP, a New Mexico limited partnership

By: **BI MANAGEMENT, LLC**, a New Mexico limited liability company, General Partner

By: Bruce P. Lovett
Bruce Lovett, Member

Gerald Gold MD IRA

By: Gerald N. Gold MD
Trustee

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on March 1, 2011, by Bruce Lovett, Member of BI Management, LLC, a New Mexico limited liability company, as General Partner of Bedrock Investors Limited Partnership, a New Mexico limited partnership.

NotaryPublic

My Commission Expires: _____



DIANA STONEBERGER
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 09/13/2013

FIDELITY NATIONAL TITLE INSURANCE COMPANY
LEGAL DESCRIPTION
EXHIBIT "A"

Commitment No.: FT000069713

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BERNALILLO, STATE OF
AND IS DESCRIBED AS FOLLOWS:

TRACT 1:

A certain parcel of land identified as permanent Right of Way situate within projected Section Fifteen (15), Township 11 North, Range 2 East of the NMPM within the Town of Alameda Grant, Bernalillo County, City of Albuquerque, New Mexico, said parcel further described as being a part of that certain Tract in the Warranty Deed, filed for record in the office of the Bernalillo County Clerk May 13, 1991 as shown in Book BCR 91-8, Page 1730, said parcel being more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of said parcel herein described whence ACS Monument "B_C10" found in place bears S. 49° 47' 09" E., 2,309.53 feet distant; thence

S. 89° 49' 50" E., along the North line of said Badrock Investors Limited Tract a distance of 216.00 feet to the Northeast corner of said herein described parcel; thence

S. 50° 43' 32" W., along the Southerly line of said herein described parcel a distance of 279.49 feet to a point on the West line of said Badrock Investors Parcel; thence

N. 00° 06' 53" E., along the West line of said Badrock Investors Parcel a distance of 177.57 feet to the Point or Place of Beginning.

TRACT 2:

A certain parcel of land identified as permanent Right of Way situate within projected Section Fifteen (15), Township 11 North, Range 2 East of the NMPM within the Town of Alameda Grant, Bernalillo County, City of Albuquerque, New Mexico, said parcel further described as being a part of that certain Tract described as "Parcel 5" in the Special Warranty Deed, filed for record in the office of the Bernalillo County Clerk December 26, 1985 as shown in Book D258-A, Page 649, said parcel being more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of said parcel herein described, marked by a 3/8" rebar whence ACS Monument "B_C10" found in place bears S. 02° 58' 27" E., 2,149.41 feet distant; thence

N. 00° 14' 07" E., along the West line of said Parcel 5 a distance of 39.16 feet to the Northwest corner of said parcel herein described, same being a point on a curve to the left; thence

334.25 feet along the arc of said curve having a Radius of 1261.00 feet, a Central Angle of 15° 11' 15" and a Chord of 333.26 feet which bears N. 82° 07' 52" E., to the Northeast corner of said parcel herein described, same being the West line of said Parcel 5; thence

S. 00° 14' 27" W., along said West line a distance of 85.89 feet to the Southeast corner of said Parcel 5; thence

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NM Form 6
ALTA Commitment (8/1/2008)

EXHIBIT "A"
(Continued)

N. 89° 48' 32" W., along said South line a distance of 329.94 feet to the Point or Place of Beginning.

TRACT 3:

A certain parcel of land identified as permanent Right of Way situate within projected Section Fourteen, Township 11 North, Range 2 East of the NMPM within the Town of Alameda Grant, Bernalillo County, City of Albuquerque, New Mexico, said parcel further described as being a part of that certain "Parcel 13" described in the Special Warranty Deed, filed for record in the office of the Bernalillo County Clerk December 26, 1985 as shown in Book D 258-A, Page 849, said parcel being more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of said parcel herein described, at a 5/8" rebar, whence ACS Monument "8_C10" found in place bears S.17°26'41"E., 2,938.13 feet distant; thence

S.89°50'42" W. along the North line of said Parcel 13, a distance of 177.80 feet to the Northeast corner of said parcel herein described, same being a point on a non-tangent curve to the right; thence

24.92 feet along the arc of said curve having a Radius of 4961.13 feet, a Central Angle of 00°17'16" and a Chord of 24.92 feet which bears S.32°14'11"W.; thence

S.32°06'33" W. a distance of 54.53 feet to a point on a curve to the right; thence

227.84 feet along the arc of said curve having a Radius of 1339.00 feet, a Central Angle of 09°44'57" and a Chord of 227.56 feet which bears S.36°58'02"W. to a point on the West line of said Parcel 13, same being the Southwest corner of said parcel herein described; thence

N.00°18'04" E. along said West line a distance of 249.58 feet the Point or Place of Beginning.

TRACT 4:

A certain parcel of land identified as permanent Right of Way situate within projected Section Fifteen (15), Township 11 North, Range 2 East of the NMPM within the Town of Alameda Grant, Bernalillo County, City of Albuquerque, New Mexico, said parcel further described as being a part of that certain Tract 1 of the Summary Plat for 68.75 Acre Tract & 66.15 Acre Tract, PARADISE HILLS, filed for record in the office of the Bernalillo County Clerk August 17, 1981 as shown in Book C-18, Page 157;

Said parcel being described as 39.00 feet to the right and left of the following described centerline:

Beginning at a point on the West line of said Tract 1 whence the ACS Monument "8_C10" found in place bears S. 30° 04'14" E., 2,198.37 feet distant, same being a point on the arc of a curve to the right; thence

372.42 feet along the arc of said curve having a Radius of 1300.00 feet, a Central Angle of 16° 24'50" and a Chord of 371.15 feet which bears N. 62° 27'59" E., to a point on the East line of said Tract 1, being the point of termination of said Right of Way;

The sidelines of said parcel prolonged or shortened to the boundary lines of the encumbered tract.

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NM Form 8
ALTA Commitment (8/1/2009)

EXHIBIT "A"
(Continued)

TRACT 5:

A certain parcel of land identified as permanent Right of Way situate within projected Section Fifteen (15), Township 11 North, Range 2 East of the NMPM within the Town of Alameda Grant, Bernalillo County, City of Albuquerque, New Mexico, said parcel further described as being a part of that certain Tract 1 of the Summary Plat for 68.75 Acre Tract & 66.15 Acre Tract, PARADISE HILLS, filed for record in the Office of the Bernalillo County Clerk August 17, 1981 as shown in Book C18, Page 157; being more particularly described as follows:

Beginning at a point on the South line of said Tract 1 whence the ACS Monument "B_C10" found in place bears N. 79°29'06" E., 2,573.47 feet distant; thence N. 89°41'37" W., along said South line of said Tract 1 a distance of 256.00 to a point on a non-tangent curve to the left; thence 78.76 feet along the arc of said curve having a Radius of 50.00 feet, a Central Angle of 90°14'49" subtended by a Chord of 70.88 feet which bears N. 45°10'58" E.; thence N. 00°03'34" E., a distance of 485.25 to a point on a curve to the right; thence 105.24 feet along the arc of said curve having a Radius of 1275.58 feet, a Central Angle of 04°43'37" subtended by a Chord of 105.21 feet which bears N. 02°25'22" E. to a point on the North line of said Tract 1; thence S. 89°39'53" E., along a said North line of Tract 1 a distance of 156.54 to a point on a non-tangent curve to the left; thence 104.51 feet along the arc of said curve having a Radius of 1119.58 feet, a Central Angle of 08°20'55" subtended by a Chord of 104.48 feet which bears S. 02°44'02" W.; thence S. 00°03'34" W. a distance of 486.36 feet to a point on a curve to the left; thence 78.32 feet along the arc of said curve having a Radius of 50.00 feet, a Central Angle of 89°45'11" subtended by a Chord of 70.56 feet which bears S. 44°49'02" E. to the Point of Beginning.

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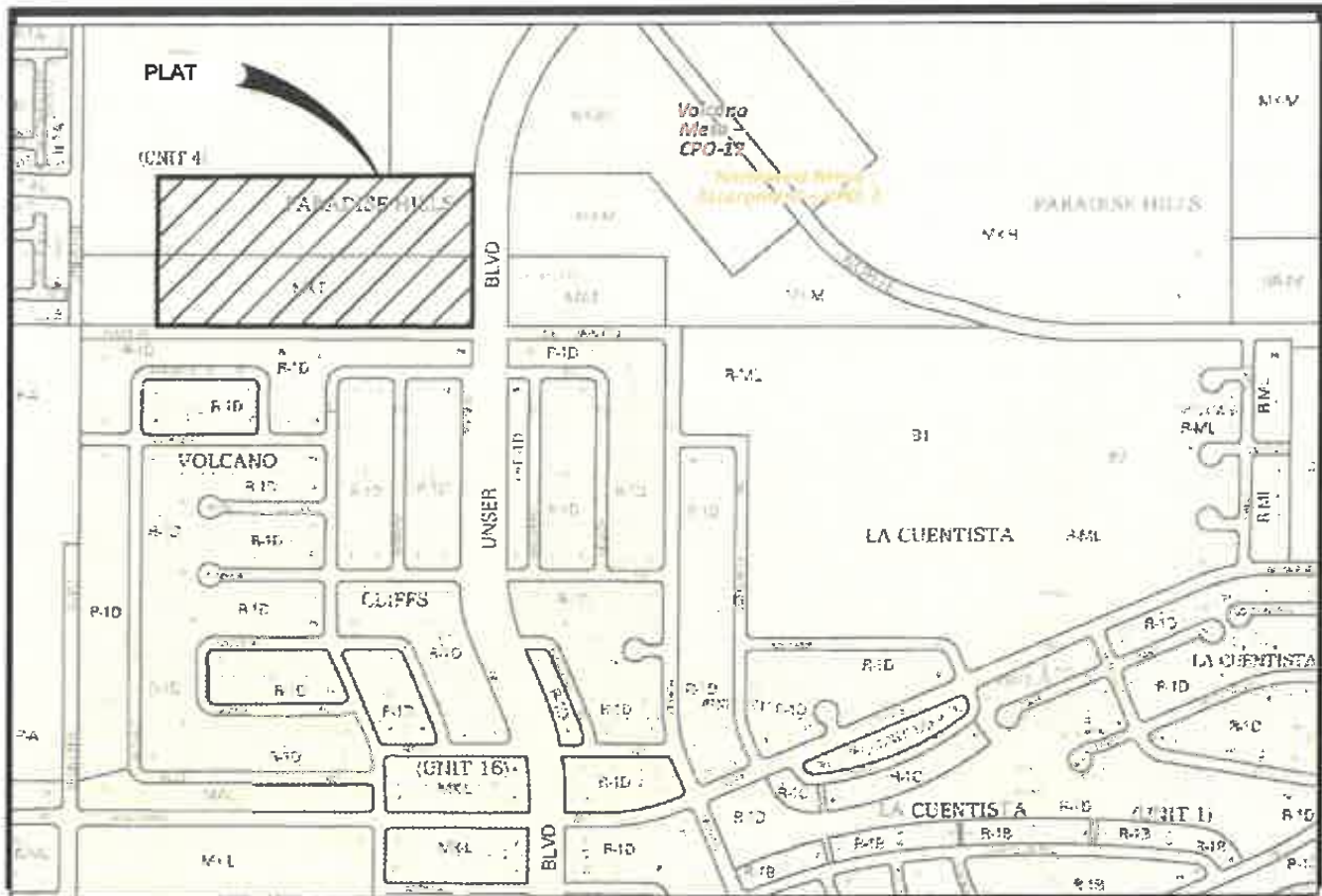


FDNM0351.adw

NM Form 6
ALTA Commitment (8/1/2009)

EXHIBIT B.2
Proposed Plat

Paradise Hills
Subdivision



SUBDIVISION DATA

- DHO NO.: PR-2024-XXXX
- ZONE ATLAS NO. C-10-Z
- NUMBER OF TRACTS CREATED: 1
- GROSS ACREAGE: 19.7278
- DATE OF SURVEY: SEPT., 2023
- ZONED A-1

PURPOSE OF PLAT

TO UPDATE WESTERLY PORTION OF TRACT 1 PARADISE HILLS, WITHIN THE TOWN OF ALAMEDA GRANT, TOWNSHIP 11 NORTH, RANGE 2 EAST, SECTION 15.

LEGAL DESCRIPTION

A CERTAIN PARCEL OF LAND SITUATED WITHIN THE TOWN OF ALAMEDA GRANT, TOWNSHIP 11 NORTH, RANGE 2 EAST, PROJECTED SECTION 15, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGINNING AT THE SOUTH-WEST CORNER OF SAID PARCEL DESCRIBED HEREIN WHERE A NUMBER FIVE REBAR WITH A PLASTIC CAP STAMPED "LS 11808" WAS FOUND, WHENCE A FOUND 3 INCH USGLO SURVEY CONTROL BRASS DISC STAMPED "TA, S16, S15 1911" BEARS N 80°37'08" W, A DISTANCE OF 334.29 FEET;

THENCE, N 00° 16' 19" E, A, A DISTANCE OF 646.10 FEET ALONG THE WESTERLY LINE OF TRACT 1, TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE, S 89° 42' 21" E, A DISTANCE OF 140.15 FEET ALONG THE NORTHERLY LINE TO AN ANGLE POINT;

THENCE, S 85° 33' 41" E, A DISTANCE OF 62.27 FEET CONTINUING ALONG THE NORTHERLY LINE TO AN ANGLE POINT;

THENCE, S 89° 42' 21" E, A DISTANCE OF 318.01 FEET CONTINUING ALONG THE NORTHERLY LINE TO AN ANGLE POINT;

THENCE, N 00° 17' 39" E, A DISTANCE OF 4.50 FEET TO AN ANGLE POINT;

THENCE, S 89° 42' 21" E, A DISTANCE OF 801.32 FEET ALONG THE NORTHERLY LINE TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE, S 05° 21' 26" E, A DISTANCE OF 131.16 FEET ALONG THE EASTERLY LINE OF SAID PARCEL CONTIGUOUS WITH THE WESTERLY RIGHT OF WAY AND ACCESS LINE OF UNSER BOULEVARD, NEW MEXICO PROJECT NUMBER A300304, TO AN ANGLE POINT;

THENCE, S 00° 03' 55" W, A DISTANCE OF 442.54 FEET CONTINUING ALONG SAID EASTERLY LINE TO AN ANGLE POINT;

THENCE, S 07° 51' 04" W, A DISTANCE OF 72.85 FEET CONTINUING ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 89° 44' 29" W, A DISTANCE OF 1326.43 FEET ALONG THE SOUTHERLY LINE OF SID PARCEL TO THE POINT OF BEGINNING.

THENCE, S 07° 51' 04" W, A DISTANCE OF 72.85 FEET CONTINUING ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 89° 44' 29" W, A DISTANCE OF 1326.43 FEET ALONG THE SOUTHERLY LINE OF SID PARCEL TO THE POINT OF BEGINNING.

THENCE, S 07° 51' 04" W, A DISTANCE OF 72.85 FEET CONTINUING ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 89° 44' 29" W, A DISTANCE OF 1326.43 FEET ALONG THE SOUTHERLY LINE OF SID PARCEL TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 859,344 SQUARE FEET, OR 19.7278 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS ARE REFERRED TO GRID NORTH, NEW MEXICO STATE PLANE COORDINATE SYSTEM - NAD 83, CENTRAL ZONE - AND WERE DERIVED USING GPS RELATIVE POSITIONING TECHNIQUES.

2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES. PROJECT COMBINED FACTOR = 0.999669570. ELEVATIONS ARE BASED UPON THE NAVD 88 DATUM AND ARE REFERRED TO THE USGLO SURVEY CONTROL BRASS DISC STAMPED "S16, S15, S21, S22, T11N/R2E 1911".

USGLO SURVEY CONTROL BRASS DISC STAMPED "S16, S15, S21, S22, T11N/R2E 1911"
NM STATE PLANE
CENTRAL ZONE NAD83
GRID COORDINATES
N: 1519120.323 (US SURVEY FEET)
E: 1497684.603 (US SURVEY FEET)
EL: 5375.978 (US SURVEY FEET)
LA: -0°16'30.54"
CF: 0.999669570

3. BEARINGS AND DISTANCES SHOWN ARE AS MEASURED IN THE FIELD. RECORD PLAT INFORMATION IS SHOWN IN PARENTHESIS.

4. ALL EASEMENTS OF RECORD ARE SHOWN HEREON.

FREE CONSENT AND DEDICATION

THE PLAT SHOWN HEREON IS MADE WITH FREE CONSENT AND IN ACCORDANCE OF THE DESIRES OF THE UNDERSIGNED OWNER(S). THE EXECUTION OF THIS PLAT IS THEIR FREE ACT AND DEED, THOSE SIGNING AS OWNER(S) WARRANT THAT THEY HOLD AMONG THEM, COMPLETE INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SHOWN ON THIS PLAT. OWNER(S) HEREBY AFFIRM THAT THE DESCRIBED PROPERTY SHOWN ON THIS PLAT LIES WITHIN THE PLATTING AND SUBDIVISION JURISDICTION OF BERNALILLO COUNTY, NEW MEXICO. SAID OWNER(S) HEREBY GRANT ALL EASEMENTS AS MAY BE SHOWN ON THE PLAT. PARCEL IS HEREBY DEDICATED IN FEE SIMPLE WITH WARRANTY COVENANTS.

OWNER: Bedrock Partners, LLC
BY: Bedrock Edward Management, LLC

NAME: John Edward

TITLE: Manager

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 5 DAY OF Nov, 2024.

BY [Signature]

MY COMMISSION EXPIRES: July 19, 2024

STATE OF NEW MEXICO
NOTARY PUBLIC
ANDREA KIDD
COMMISSION # 1033227
EXPIRES JULY 19, 2025

GRADING AND DRAINAGE NOTES

- THIS PROPERTY IS SUBJECT TO BERNALILLO COUNTY CODE CHAPTER 38 FLOODS. A GRADING AND DRAINAGE PLAN PREPARED BY A NEW MEXICO REGISTERED ENGINEER MAY BE REQUIRED WITH FUTURE DEVELOPMENT OF THESE LOTS.
- CROSS LOT DRAINAGE MUST NOT BE INCREASED OR IMPACTED BY DEVELOPMENT OF THESE LOTS, UNLESS APPROVED BY A GRADING AND DRAINAGE PLAN.
- LOTS MUST ACCEPT HISTORICAL STORMWATER RUNOFF FROM ADJACENT ROADWAYS AND PROPERTIES, UNLESS APPROVED BY A GRADING AND DRAINAGE PLAN.
- NO MASS SITE GRADING, CLEARING, OR GRUBBING IS ALLOWED WITHOUT AN APPROVED GRADING AND DRAINAGE PLAN.
- THE UNDERSIGNED REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFIES THAT THERE ARE NO ARROYOS, WATERCOURSES, OR STORM DRAINAGE FACILITIES, AS DEFINED BY CHAPTER 38 OF THE BERNALILLO COUNTY CODE, TRAVERSING, CROSSINGS, OR ABUTTING THE PROPERTY SHOWN HEREON.

PUBLIC UTILITY EASEMENTS

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.
- QWEST CORPORATION D/B/A CENTURYLINK QC 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, AND 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 THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVE GROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED 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 TRANSFORMERS/SWITCHGEARS, AS INSTALLED SHALL EXTEND TEN(10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE(5) FEET ON EACH SIDE.

DISCLAIMER
IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), NEW MEXICO GAS COMPANY(NMGC) AND QWEST CORPORATION D/B/A CENTURYLINK(QWEST) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, NMGC AND QWEST DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT WHICH ARE NOT SHOWN ON THIS PLAT.

SOLAR COLLECTION NOTE

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERRECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

FLOOD NOTES

BASED ON SCALING, A PORTION OF THIS PROPERTY LIES WITHIN FLOOD ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0111G, DATED 9/26/2008.

M.R.G.C.D. NOTE

APPROVED ON THE CONDITION THAT ALL RIGHTS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IN EASEMENTS, RIGHTS OF WAY, ASSESSMENTS AND LIENS, ARE FULLY RESERVED TO SAID DISTRICT, AND THAT THE PROVISION FOR IRRIGATION SOURCE AND EASEMENTS ARE NOT PROVIDED FOR BY THE SUBDIVIDER FOR THE SUBDIVISION, ADDITION, OR PLAT, SAID DISTRICT IS ABSOLVED OF ALL OBLIGATIONS TO FURNISH IRRIGATION WATERS AND SERVICES TO ANY PORTIONS THEREOF, OTHER THAN FROM EXISTING TURNOUTS.

A REPLAT OF
THE WESTERLY PORTION OF TRACT 1
SUMMARY PLAT, 68.75 ACRE TRACT
& 66.15 ACRE TRACT
PARADISE HILLS, TOWN OF ALAMEDA GRANT,
CITY OF ALBUQUERQUE, BERNALILLO COUNTY,
NEW MEXICO

PLAT APPROVALS

Case Number: PR-2024-0xxxxx

PNM ELECTRIC SERVICES Date

QWESTCORP. D/B/A CENTURYLINK QC Date

NEW MEXICO GAS COMPANY Date

COMCAST Date

CITY APPROVALS

Loren N. Risenhoover P.S. 10/22/2024
CITY SURVEYOR Date

TRAFFIC ENGINEER Date

ABCWUA Date

PARKS AND RECREATION DEPARTMENT Date

CODE ENFORCEMENT Date

AMAFCA Date

CITY ENGINEER Date

DRB CHAIRPERSON, PLANNING DEPARTMENT Date

MRGCD Date

TAX CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON
UPC# [Signature] 11/15/24
PROPERTY OWNER OF RECORD: Bedrock Partners, LLC Date

BERNALILLO COUNTY TREASURER'S OFFICE Date

PLAT & DEED REFERENCES:

- (R1) = DOCUMENT #1981044002
WESTERLY PORTION OF TRACT 1 SUMMARY PLAT FILED 08/17/1981BK, C18, PG.157
(R2) = FUTURE RAW ACQUISITION NMDOT RAW MAP CN A300304
(R3) = RAW DEDICATION DOC. #2011032137 FILED 04/04/2011
(R4) = PLAT OF TRACTS 1A, 1B AND 3A, THE TRAILS UNIT4, BOOK 2021C, PAGE 073
(R5) = CRUZ, JOE M. DOC. #2022004581, FILED 1/19/2022
(R6) = RANSOM, RICHARD E. TRUSTEES, PARCEL 15-55, DOC. #2002109159
BOOK A40, PAGE 8842, FILED 8/29/2002

SURVEYOR'S CERTIFICATION

DARREN LEVEILLE, NEW MEXICO PROFESSIONAL SURVEYOR NO. 27277, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

DARREN LEVEILLE PS NO.27277 DATE 07/26/2024



3820 Academy Parkway North N.E.
Albuquerque, New Mexico 87109

505.508.0786 | fax 505.508.0837 | www.cobbfendley.com

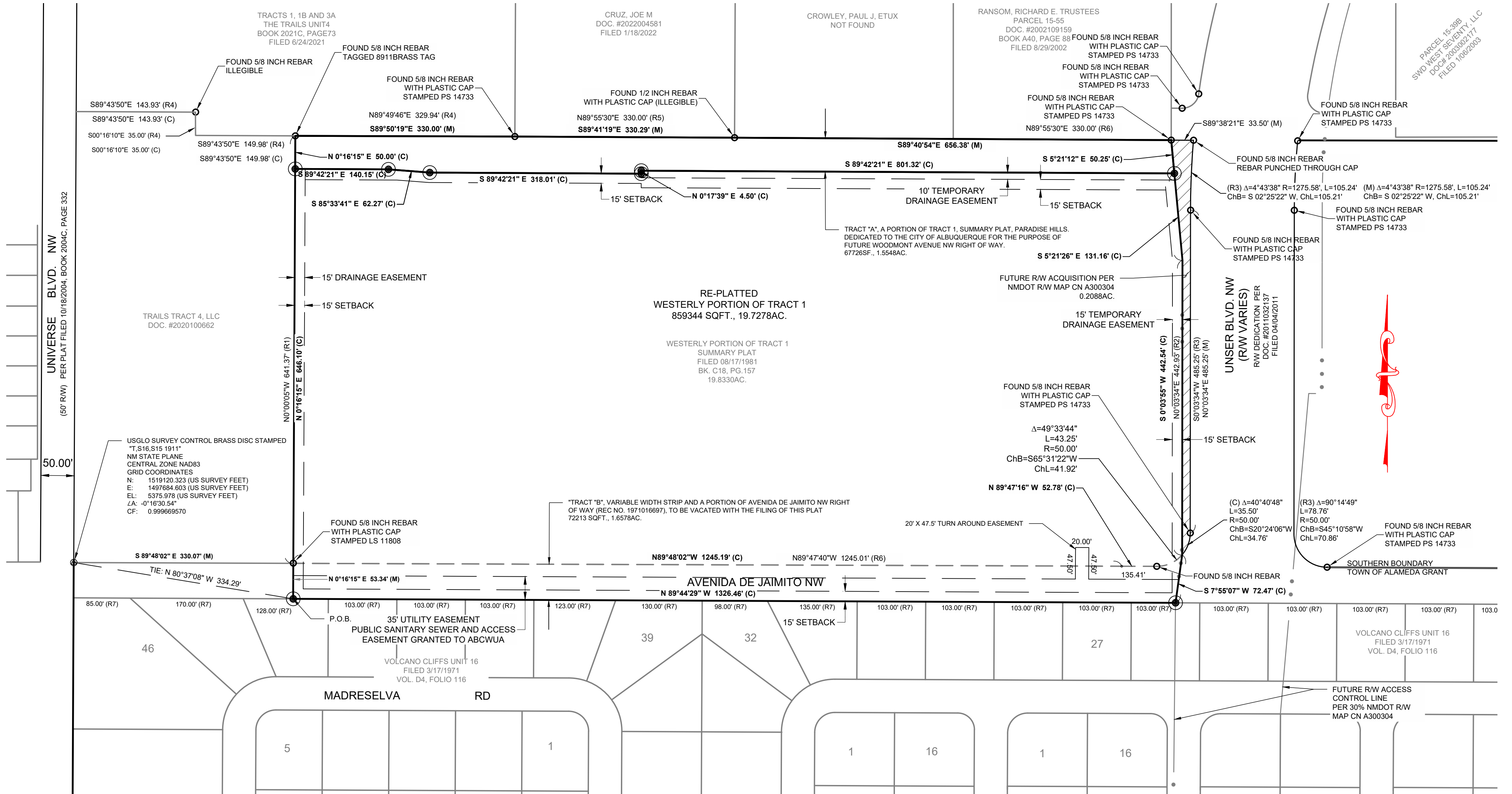
LEGEND

- FOUND PROPERTY CORNER (AS NOTED)
- SET 5/8" REBAR & PLASTIC CAP MARKED LS27277
- CALCULATED POINT (NOT SET)
- LOT LINES AFFECTED BY THIS PLATTING ACTION
- EXISTING UTILITY EASEMENT
- ADJACENT LOT LINES
- EXISTING R.O.W.
- ● ● ● FUTURE ACCESS CONTROL LINE
- LOT LINE ELIMINATED BY THE FILING OF THIS PLAT

(R1) = DOCUMENT #1981044002
WESTERLY PORTION OF TRACT 1 SUMMARY PLAT FILED 08/17/1981BK. C18, PG.157
(R2) = FUTURE R/W ACQUISITION NMDOT R/W MAP CN A300304
(R3) = R/W DEDICATION DOC. #2011032137 FILED 04/04/2011
(R4) = PLAT OF TRACTS 1A, 1B AND 3A, THE TRAILS UNIT4, BOOK 2021C, PAGE 073
(R5) = CRUZ, JOE M, DOC. #2022004581, FILED 1/18/2022
(R6) = RANSOM, RICHARD E. TRUSTEES, PARCEL 15-55, DOC. #2002109159
BOOK A40, PAGE 8842, FILED 8/29/2002
(R7) = VOLCANO CLIFFS UNIT 16, FILED 3/17/1971, BOOK D4, FOLIO 116

(M) = MEASURED BEARINGS AND DISTANCES
(C) = INDICATED CALCULATED BEARING OR DISTANCE

A REPLAT OF THE WESTERLY PORTION OF TRACT 1 SUMMARY PLAT, 68.75 ACRE TRACT & 66.15 ACRE TRACT PARADISE HILLS, TOWN OF ALAMEDA GRANT, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

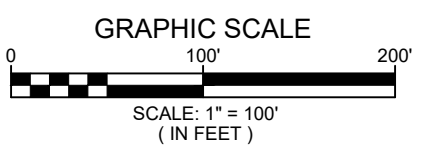


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Albuquerque, New Mexico 87109

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Drawing File: Q:\PROJECTS\2023\12038_ILM_LIVING_ILLC\03_JM_PASEO_FINAL_DESIGN\400_CAD\402_SURVEY\231203803_FINAL-PLAT-250107.DWG



RIGHT OF WAY VACATION EXHIBIT
THE WESTERLY PORTION OF TRACT 1
SUMMARY PLAT, 68.75 ACRE TRACT
& 66.15 ACRE TRACT
PARADISE HILLS, TOWN OF ALAMEDA GRANT, CITY OF
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

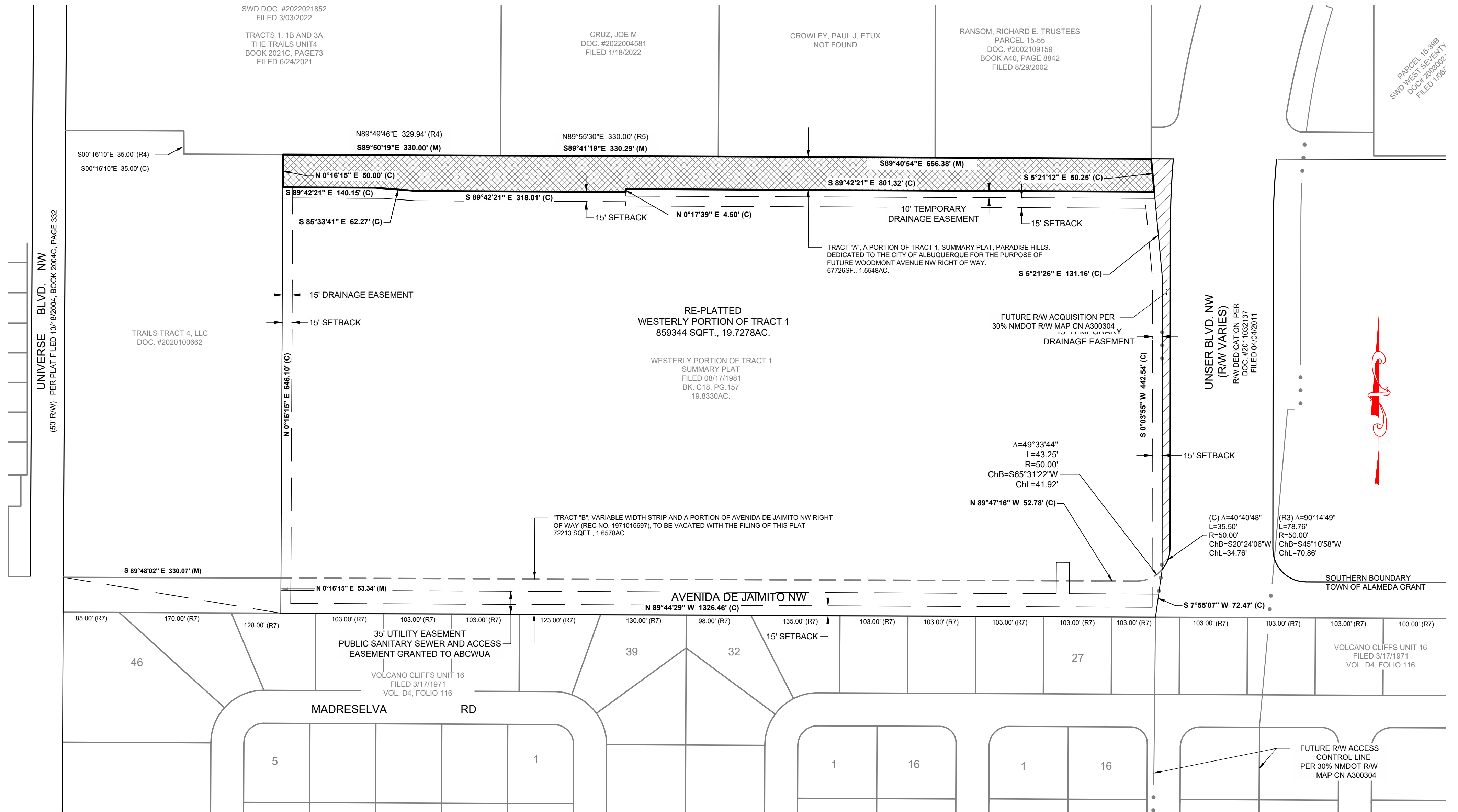


EXHIBIT C
Serviceability Letter
#240405

October 30, 2024

Chair
Eric C. Olivas
County of Bernalillo
Commissioner, District 5

Vice Chair
Louie Sanchez
City of Albuquerque
Councilor, District 1

Barbara Baca
County of Bernalillo
Commissioner, District 1

Joaquin Baca
City of Albuquerque
Councilor, District 2

Adriann Barboa
County of Bernalillo
Commissioner, District 3

Klarissa Peña
City of Albuquerque
Councilor, District 3

Timothy M. Keller
City of Albuquerque
Mayor

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

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Rembrandt Fernandez
Cobb, Fendley & Associates, Inc.
3820 Academy Pkwy N NE
Albuquerque, NM 87109

RE: Water and Sanitary Sewer Serviceability Letter #240405
Project Name: JLM Living - Paseo Multi Family Housing Development
Project Address: Unaddressed
Legal Description: Portion of Tract 1, Paradise Hills
UPC: 101006410022530110
Zone Atlas Map: C-10

Dear Mr. Fernandez:

Project Description: The subject site is located along the northwest corner of Avenida de Jaimito and Unser Boulevard, within the City of Albuquerque. The proposed development consists of approximately 19.7 acres and the property is currently zoned MX-T and MX-M for a mix of medium-intensity and transition mixed use. The property lies within the Pressure Zone 4W in the Corrales Trunk.

The Request for Availability indicates plans to develop a 225 dwelling unit multi-family housing development at the intersection of Unser Boulevard and Avenida De Jaimito. The development will take place within a single legally platted lot.

Development Agreement Required: This property is outside of the Water Authority's Established Service Area. 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:

- 12-inch PVC distribution line (project #26-965.01901-18) along Universe Boulevard.

Sanitary sewer infrastructure in the area consists of the following:

- 15-inch PVC sanitary sewer interceptor (project #26-7300.70-16) along Universe Boulevard.

Water Service: New metered water service to the property can be provided contingent upon a developer-funded project to extend the following infrastructure:

- In accordance with the Development Process Manual, which states that all lines must be looped, the required 12-inch distribution line extension along the future extension of Woodmont Avenue, must be connected to the 12-inch distribution

line in Universe Boulevard. To create that connection, a 12-inch distribution line can be extended through the property directly west of the subject property (legally described as Tract 4 Bulk Land Plat of the Trails Unit 4), to the existing 12-inch distribution line located just east of the intersection of Woodmont Avenue and Universe Boulevard, along the 50 foot public water and sanitary sewer easement shown in the Bulk Land Plat of the Trails Unit 4 granted in 2007.

- A 12-inch distribution line along the northern project boundary, which will be Woodmont Avenue, to the required 12-inch distribution along Unser Boulevard.
- A 12-inch distribution line along Unser Boulevard, along the subject site's eastern property frontage.
- A 12-inch distribution line from the intersection of Avenida de Jaimito and Unser Boulevard, east along Avenida de Jaimito to the proposed 12-inch distribution line to be located at the intersection of Urraca Street and Avenida de Jaimito, which is a requirement for La Cuentista Phase 4. As required by Serviceability Letter #210733 for the La Cuentista project, a 4W pressure zone 12-inch distribution line must be extended from Rosa Parks Road along Frambuesa Road, Valiente Road, and Urraca Street to the intersection of Avenida de Jaimito and Urraca Street. Currently, La Cuentista Phase 3 is constructing this required water line from Rosa Parks Road to a point along Frambuesa Road, just south of Valiente Road. La Cuentista Phase 4 (which has not been approved for construction) is required to continue this water line from the Phase 3 terminus to the intersection of Avenida De Jaimito and Urraca Street. Based on the timing of the La Cuentista development, this subject development (JLM Housing) may be required to construct any remaining sections of the water line required of La Cuentista, to facilitate a looped water line. Any remaining sections water line needed to facilitate a looped water line, shall be included on an infrastructure list for this development.

Upon completion of the infrastructure construction, the development may receive service via routine connection to the required 12-inch distribution line along Unser Boulevard or the required 12-inch distribution line along the northern property boundary (Woodmont Avenue extension) via a single master meter or multiple meters along the public right-of-way.

The engineer is responsible for determining pressure losses and sizing 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. Fire hydrants shall be on mains when water lines are extended, in conjunction with coordination with the Fire Marshal and according to spacing criteria that varies according to proposed land use adjacent to the water line. 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 the collar removed.

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

Sanitary Sewer Service: The Water Authority will be constructing a 15-inch sanitary sewer interceptor along the southern boundary of Volcano Heights in coordination with the Paseo del Norte/Unser Boulevard widening projects. The 15-inch sanitary sewer interceptor will extend along the Avenida De Jaimito alignment, along the southern boundary of the subject property. The current expected time to complete this is 2027.

For the full buildout condition, the entire Volcano Heights area flow shall be conveyed to the 15-inch interceptor along Avenida de Jaimito and Paseo del Norte corridor.

As a condition of service, in order facilitate the interceptor extension along Avenida de Jaimito, the developer must adhere to the following conditions:

- Due to the anticipated completion of the JLM Housing project prior to the construction of the 15-inch interceptor by the Water Authority, excavation of the required trench (including rock trenching) and subsequent backfilling of said trench with suitable fill materials shall be completed by the developer to avoid disturbance to the proposed development. The trench excavation and backfill by the developer shall follow the design specifications set forth by the Water Authority and its consultant. This item shall be included on an Infrastructure List and accompanying financial guarantee associated with this proposed development. Initial coordination between the Water Authority and the development team have taken place regarding this requirement.
- Exclusive easement greater than the standard minimum width of 20-feet will be required for the 15-inch interceptor. The width of the necessary easement shall be based on the final interceptor design provided by the Water Authority and its consultant. Final determination of easement alignments and widths will be coordinated through the Development Hearing Officer process, as the plat will require approval by the Water Authority. Initial coordination between the Water Authority and the development team have taken place regarding this requirement.
- Adequate access for Water Authority Vactor trucks to future sanitary sewer manholes located along the 15-inch interceptor must be ensured via easement shown on plat. Coordination with Water Authority will be necessary to ensure proposed access is adequate. This item shall be included on an Infrastructure List and accompanying financial guarantee associated with this proposed development. Initial coordination between the Water Authority and the development team have taken place regarding this requirement.

Additionally, to obtain sewer service, the following developer funded infrastructure is required:

- An eight-inch collector line must be constructed along Unser Boulevard to cover the frontage of the subject site and terminate near the future location of the proposed manhole along the proposed 15-inch interceptor. When the 15-inch interceptor is constructed, this collector line will be connected into the interceptor via the Water Authority's project. Coordination with Water Authority Centralized Engineering is required to understand expected inverts of the 15-inch interceptor project, while also considering future extensions to serve remaining property upstream.
- An eight-inch collector line must be extended along the northern property boundary along the potential extension of Woodmont Avenue from the required eight-inch collector line along Unser Boulevard. It shall extend such that the undeveloped tracts north of the subject site may receive perpendicular service.

Given that the 15-inch interceptor along Avenida de Jaimito / Paseo del Norte will not be in place until 2027, temporary sanitary sewer service to the property can be provided via a developer-funded project to install a private grinder pump and force main to connect to the existing 15-inch interceptor along Universe Boulevard. Once the 15-inch interceptor along Avenida de Jaimito is constructed, along with the connected eight-inch collector along Unser Boulevard, the private grinder pump and private force main connection to the Universe Boulevard interceptor must be abandoned and the development shall connect to the required eight-collector along Unser Boulevard. The removal/abandonment of the proposed private grinder pump and force main shall be included on the infrastructure list and associated financial guarantee.

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 1,750 gallons per minute. One fire hydrant is required for fire flow purposes, but eight other hydrants are needed for spacing purposes. There are zero existing hydrants available and nine new hydrants are proposed with this project. As modeled using InfoWater™ computer software, the fire flow can be met by applying the required fire flow to the system as shown in the information provided by the requestor. Analysis was performed by simulating the required fire flow at the terminus of the required eight-inch distribution line extension.

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: Per the Cross Connection Prevention and Control Ordinance, all new non-residential premises must have a reduced pressure principal backflow prevention assembly approved by the Water Authority installed at each domestic service connection at a location accessible to the Water Authority. No tees,

branches, possible connection fittings, or openings are allowed between the reduced principal backflow prevention assembly and the service connection unless protected by a backflow prevention assembly. Per the Cross Connection Prevention and Control Ordinance, multi-family dwellings of three or more stories, such as apartment buildings, must adhere to the cross connection prevention requirements for non-residential premises. These requirements also apply to all remodeled non-residential premises when the work area of the building undergoing repairs, alterations, or rehabilitation, as defined in the International Existing Building Code, exceeds 50 percent of the aggregate area of the building regardless of the costs of repairs, alteration, or rehabilitation.

All non-residential irrigation water systems connected to the public water system shall have a pressure vacuum breaker, spill-resistant pressure vacuum breaker, or a reduced pressure principal backflow prevention assembly installed after the service connection. Such devices shall be approved by the Water Authority. No tees, branches, possible connection fittings, or openings are allowed between the containment backflow prevention assembly and the service connection.

All non-residential customers connected via piping to an alternative water source or an auxiliary water supply and the public water system shall install a containment reduced pressure principal backflow prevention assembly approved by the Water Authority after the potable service connection.

All new services to private fire protection systems shall be equipped with a containment reduced pressure principal backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction installed after the service connection. No tees, branches, possible connection fittings, or openings are allowed between the containment backflow prevention assembly and the service connection. A double check valve assembly approved by the Water Authority and Fire Marshal having jurisdiction may be installed instead of a reduced pressure backflow prevention assembly provided the private fire protection system meets or exceeds ANSI/NSF Standard 60.61 throughout the entire private fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections nor connections from auxiliary water supplies.

The Water Authority recommends that all backflow (containment) devices be located above ground just outside the easement or road right-of-way, the containment backflow device can be installed within the building if there are no tees, branches, possible connection fittings, or openings between the reduced principal backflow prevention assembly and the service connection unless protected by another reduced pressure backflow prevention assembly device. Contact Cross Connection at (505) 289-3465 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. 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.

As stated in the sanitary sewer service requirements, exclusive easement greater than the standard minimum width of 20-feet will be required for the 15-inch interceptor. Final

determination of easement alignments and widths will be coordinated through the Development Hearing Officer process, as the plat will require approval by the Water Authority.

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 facilities to be owned by the Water Authority such as pump stations, reservoirs, wells, lift stations, or any other facility.

The Water Authority shall be granted perpetual, exclusive easement(s) in gross for the construction, installation, maintenance, repair, modification, replacement and operation of public water and sanitary lines, equipment and facilities reasonably necessary to provide service together with free access on and over the easement and the right to remove trees, shrubs, undergrowth and any other obstacles, modifications, or structures which interfere with use of the easement.

Pro Rata: As described in this statement, the extension of public water and sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance.

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: The design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the City of Albuquerque via the Work Order process. Designs must be performed by a licensed, professional engineer registered in the state of New Mexico. Construction must be performed by a licensed (GF 9 or GF 98) 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): Any expansion of water service outside of the Water Authority's Established Service Area will be assessed a Water Resource Charge(s) (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. Properties that receive only sewer service will not be charged a WRC. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding WRCs.

Facility Fees: The developer will be responsible for paying a Facility Fee to the Water Authority which reflects the proportional costs for the development that are associated with the construction of the 15-inch interceptor along Avenida de Jaimito / Paseo del Norte. The development agreement will provide more information regarding the requirement of possible facility fees. No utility services will be sold until the Facility Fee is paid in whole.

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,



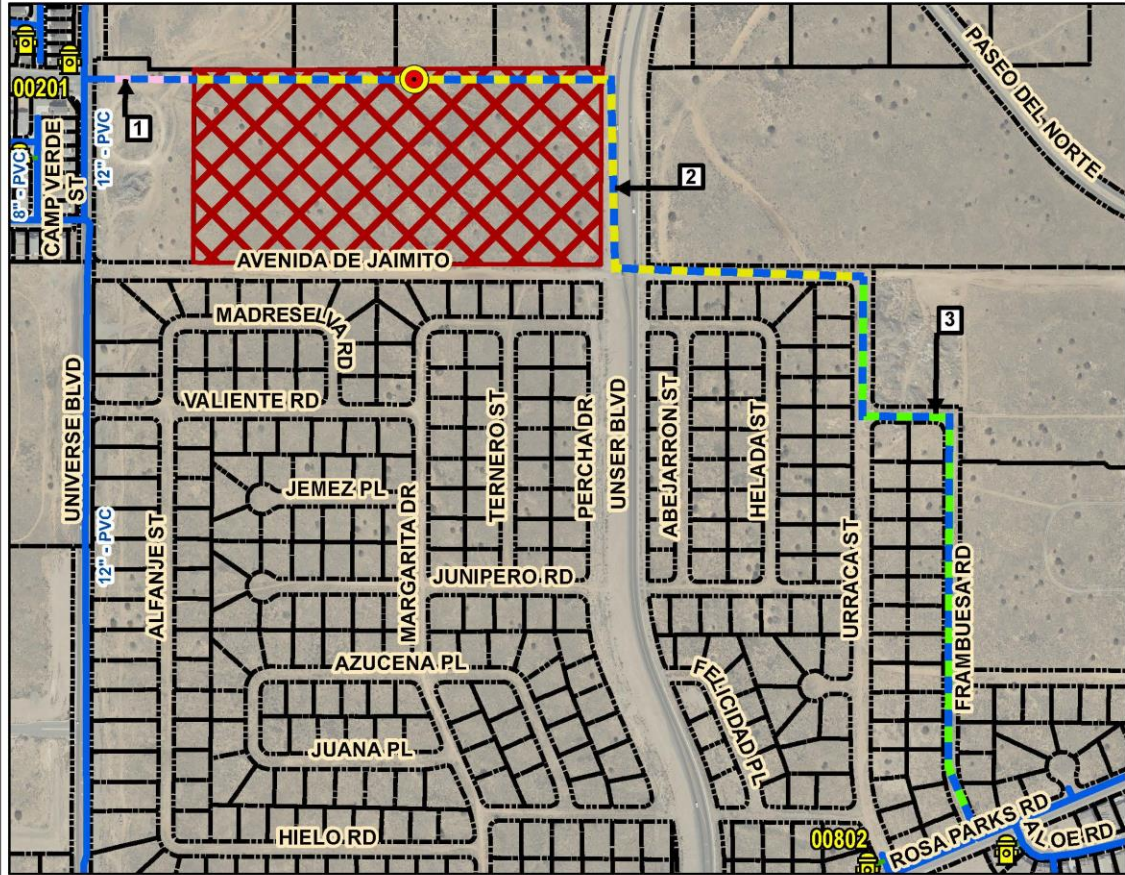
Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Letter #240405**

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240405 - Water



0 900 1,800 Feet



Legend



Hydrant



Project Location

Water Pipe

Subtype

— Distribution Line

— Hydrant Leg

Fire Flow Analysis Points



Analysis Point (1)



--- General Map Keyed Notes

1 - 12-inch water line extension preferred option

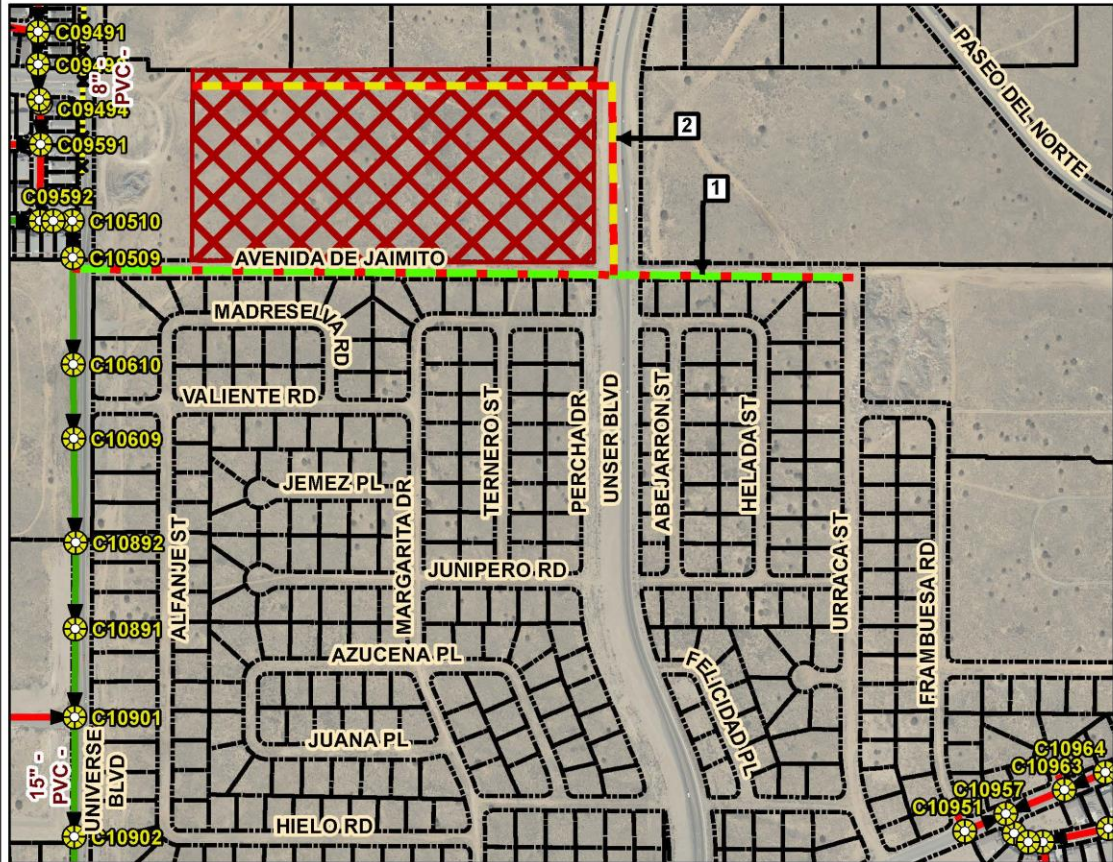
2 - 12-inch water line required along northern property frontage, Unser Blvd, Avenida De Jaimito

3 - 12-Inch water line to be constructed by La Cuentista



Water Utility
Authority

240405 - Sanitary Sewer



0 900 1,800 Feet



Legend

Sewer Manhole

Project Location

Sewer Pipe

Subtype

COLLECTOR

FORCE MAIN

INTERCEPTOR

Abandoned

--- General Map Keyed Notes

1 - 15-inch interceptor to be constructed by ABCWUA

2 - Required 8-inch collector line along northern property frontage and Unser Blvd



Water Utility
Authority