
Meeting Date: September 21, 2016
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: R-16-11- Authorizing an Agreement with Ceja Vista, LLC. for Ceja Vista Phase 1 for Water and Sewer Service

ACTION: Recommend Approval

SUMMARY:

The development is located along the south side of Dennis Chavez Blvd. between 118th St. and Grace Vigil Rd., within the City limits, but outside of the Adopted Service Area. The project consists of approximately 403 residential lots in addition to commercial development/multi-family development.

The property is to be from Pressure Zones 2WR and 1W of the Pajarito Trunk.

Water and wastewater service is contingent on the Developer constructing 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 Supply Charges.

FISCAL IMPACT:

None.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-16-11

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT WITH CEJA VISTA LLC FOR THE CEJA VISTA**
3 **PHASE 1 FOR WATER AND SEWER SERVICE.**

4 WHEREAS, Ceja Vista, LLC. (Ceja Vista) is the developer and owner of
5 approximately 403 residential lots in addition to commercial/multi-family development
6 located along the south side of Dennis Chavez Blvd., between 118th St. and Grace Vigil
7 Rd.; and

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

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

15 **BE IT RESOLVED BY THE WATER AUTHORITY:**

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

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

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

27 Section 4. The Executive Director is authorized to enter into the agreement with
28 Ceja Vista for the provision of water and sewer service.

DEVELOPMENT AGREEMENT
Ceja Vista Phase 1

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

1. Recitals

- A. Ceja Vista LLC is the “Developer” and owner of certain real property located in Westland South Tracts RR-3-A through RR-3-E (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is planned to be developed as a subdivision consisting of 403 single family units, in addition to commercial development. If future zone changes occur within the Property to allow for the development of multi-family housing, the total number of units, including equivalent units for multi-family, shall be no greater than 403 dwelling units. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B. The legal description of the Property is as follows: Bulk Land Plat, Westland South Tracts RR-3-A, RR-3-B, RR-3-C, RR-3-D and RR-3-E.
- C. The Property is located in Pressure Zones 2WR and 1W of the Parajito 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. The Developer desires to construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and appurtenant infrastructure (collectively, “Line Extensions”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Statement for the Property reflecting the line extensions and other matters referred to in this Agreement is attached hereto as **Exhibit B** and incorporated herein by reference and made a term of this agreement.
- E. The waterline and sewer line extensions referenced in this Agreement are not considered Master Plan lines by the Water Authority. As such, reimbursement of construction costs associated with these extensions will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

2. Design and Construction of the Waterlines and Sanitary Sewer Line

- A. The Developer will cause definitive designs and plans of the Line Extensions to be produced which will include estimates of all costs and expenses. The Developer will not connect the extension lines to the existing water and sanitary sewer lines within the City of Albuquerque (“City”) public right-of-way or within public easements until the Water Authority has approved the line extensions. The Developer will convey, at no expense to the Water Authority, all Line Extensions that have been approved and accepted by the Water Authority and all necessary easements for the Line Extensions at locations reasonably acceptable to the Developer, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the line extension. 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 Line Extensions 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.
- C. 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.
- D. 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 Subdivision Ordinance and the DPM of the City, will be followed and used for the Line Extensions.

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 Supply Charges (WSCs) 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. **Termination.** If construction of the waterline extensions and sanitary sewer extensions 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.
5. **Water for Construction.** During the construction of the waterline extensions and sanitary sewer line extensions, water for construction may be obtained from a hydrant designated by the Water Authority as set forth on **Exhibit C** attached hereto and incorporated herein by reference. If economically feasible, the Contractor is encouraged to utilize alternative methods for dust abatement and control including compost from the Water Authority.
6. **Indemnification.** The Developer will defend, indemnify and hold harmless the Water Authority and its officials, agents, and employees on demand from any claims, actions, suits, or other proceedings arising from the acts or omissions of the Developer, its agents, representatives, contractors, or subcontractors, or arising from the failure of the Developer, its agents, representatives, contractors, or subcontractors to perform any act or duty required of the Developer in this Agreement. The indemnification by the developer will not extend to the negligent acts of the Water Authority.
7. **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.
8. **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:

Ceja Vista LLC
Attn: Mark Pananides
C/o WestPac Investments
503 Bath Street, Santa Barbara, CA 93101-3403

9. Assignment. This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer.

10. 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.

11. 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.

12. 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.

13. 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
Ceja Vista LLC
An Arizona Limited Liability**

Company

ACKNOWLEDGEMENTS

[illegible]

This instrument was acknowledged before me on, _____, 20____ by _____, _____ of _____ a _____, on behalf of said Company.

Notary Public

My Commission Expires:

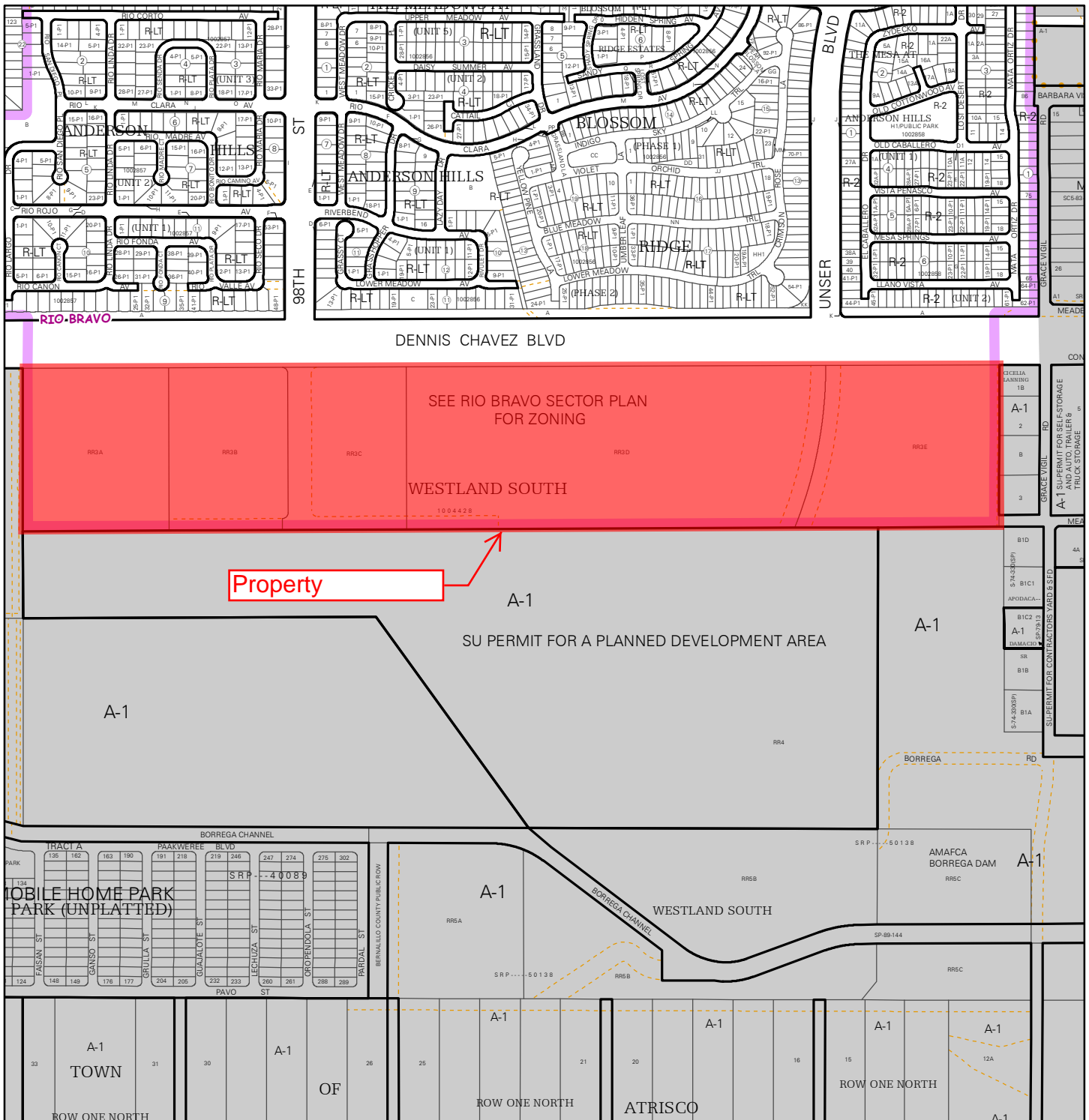
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This instrument was acknowledged before me on _____, 20__ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

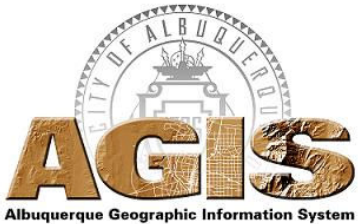
Notary Public

My Commission Expires:

Exhibit A



For more current information and details visit: <http://www.cabq.gov/gis>



Map amended through: 1/28/2016

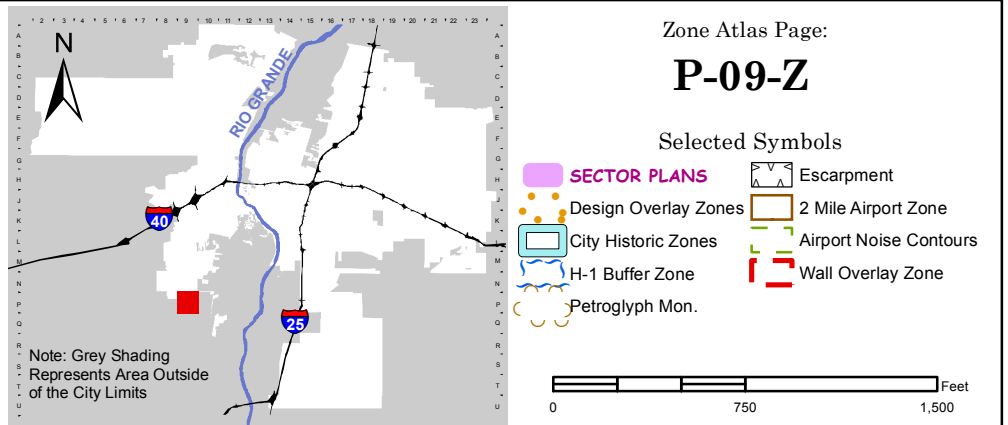
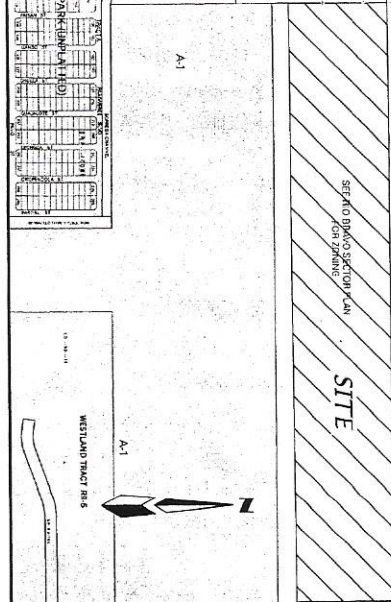
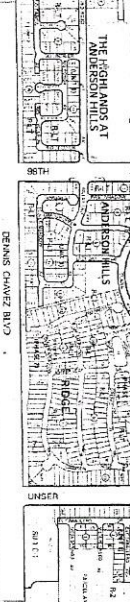


Table Log #200531481



VICINITY MAP
ZONE ATLAS P-9-Z
SCALE: 1"=750'

SUBDIVISION DATA
GROSS ACREAGE 98.8070 AC
ZONE ATLAS NO. P-9-Z
NO. OF EXISTING TRACTS/LOTS 1 TRACT
NO. OF TRACTS/LOTS CREATED 5 TRACTS
MILES OF FULL WIDTH STREETS CREATED 1.1 TRACT
MILES OF FULL WIDTH STREETS ELIMINATED 0.0 ACRES
AREA DEDICATED TO CITY OF ALBUQUERQUE 0.0 ACRES
DATE OF SURVEY NOVEMBER, 2004
SLC-1-C-1-B P-1-LT

FREE CONSENT AND DEDICATION

The subdivision herein described is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) thereof and said owner(s) and/or proprietor(s) do hereby grant, all access, utility and drainage easements shown hereon including the right to construct, operate, inspect and maintain facilities thereon, and all public utility easements shown hereon for the common and joint use of gas, electrical power, water, sewer and communication services for buried distribution lines, conduits, and pipes for underground utilities where shown or indicated, and including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that this subdivision is their free act and deed. Said owner(s) warrant that they hold among them complete and indefeasible title in the simple to the land subdivided.

OWNER: Albuquerque Rio Bravo Partners LLC
By: Patrick Smith, Managing Member
DATE: 8/29/05

OWNER'S ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SS
August 24, 2005
This instrument was acknowledged before me on August 24, 2005
By: Patrick Smith, Managing Member, Albuquerque Rio Bravo Partners LLC, a New Mexico Corporation, on behalf of said corporation
NOTARY PUBLIC, STATE OF NEW MEXICO
9-10-2008
MY COMMISSION EXPIRES

NOTARY PUBLIC
STATE OF NEW MEXICO
My commission expires: 9-10-2008

LEGAL DESCRIPTION
A tract of land within the Town of Arisco Grant, projected Section 9, Township 9 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being all of TRACTS RR-3-A, WESTLAND SOUTH as the same is shown and designated on said special warranty deed filed for record in the office of the County Clerk of Bernalillo County, New Mexico on April 25, 1991 Bk. 91-7, Pg. 830-831 and containing 98.8070 acres more or less.

- NOTES**
1. Bearings are New Mexico State Plane Grid Bearings (Central Zone).
 2. Distances are ground distances.
 3. Bearings and Distances in Parenthesis are record.
 4. Basis of boundary are the following plats and documents of record entitled:
"LANDS OF CECILIA LANNING" (10-24-79, B1742)
"LAND OF DAMACIO APODACA" (11-08-74, A5-116)
"LAND OF DAMACIO APODACA" (01-08-79, A7-6) QUITCLAIM DEED (01-08-79, A7-6)
"WESTLAND TRACT RR-5" (03-04-93, 99C-38)
"LANDS OF WESTLAND DEV. CO. INC. SOUTH TRACT" (02-10-77, CASE 8-76-03885)
"PARKVIEW" (01-29-01, 01C-38)
"RIGHT OF WAY MAP (SD-4008 (200) (05-09-94)
Records of Bernalillo County, New Mexico.
 5. Date of Survey: November, 2004.
 6. Title Report: Fidelity National Title Insurance Company Commitment No. 04-1048776-B-VG (Effective Date: October 7, 2004).
 7. Address of Property: None provided.
 8. City of Albuquerque, New Mexico Zone: A-1 AND R-LT 9. This property lies within Zone (X) and (A) Special Flood Hazard Areas inundated by 100-Year Flood and Zone (X) as shown on Panel 338 of 825, Flood Insurance Rate Map, City of Albuquerque, Bernalillo County, New Mexico, dated September 20, 1996.
 10. These tracts are affected by a RIGHT-OF-WAY EASEMENT to American Telephone and Telegraph Company, filed May 17, 1930 recorded in Book 112, Page 290, said easement amended by a MODIFICATION EASEMENT, filed February 13, 1973 recorded in Book Misc. 286, Page 635, said easement assigned to the Mountain States Telephone and Telegraph Company by ASSIGNMENT filed December 19, 1977, recorded in Book Misc. 575, Page 928 all being records of Bernalillo County, New Mexico.

PURPOSE OF PLAT
1. SUBDIVIDE A SINGLE TRACT INTO 7 TRACTS
2. GRANT EASEMENTS SHOWN HEREON

NOTICE OF SUBDIVISION PLAT VARIANCE
Tracts RR-3-A, RR-3-B, RR-3-C, RR-3-D, and RR-3-E,
Albuquerque, Bernalillo County, New Mexico
Westland South
This is to certify that the above named tracts are currently owned by the City of Albuquerque, New Mexico, and are being subdivided into 7 tracts for the purpose of the City of Albuquerque Subdivision Ordinance.

Future subdivision of lands within this plat, zoning site development plan approvals, and development permits may be conditioned upon dedication of rights-of-way and easements, and/or upon infrastructure improvements by the owner of water, sanitary sewer, streets, drainage, grading and parks in accordance with current resolutions, ordinances and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit easements to be added, modified or removed when future plans and/or site development plans are approved.

By its approval of this subdivision, the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) the following items: water and sanitary sewer availability, future street dedications and/or improvements, and excavation, filling or grading requirements. Any person intending development of lands within this subdivision is cautioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all or from a portion of the area within the subject subdivision.

BULK LAND PLAT
WESTLAND SOUTH
TRACTS RR-3-A THROUGH RR-3-E
WITHIN THE
TOWN OF ARISCO GRANT
PROJECTED SECTION 9
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST, 2005

APPROVED AND ACCEPTED BY:

APPROVAL AND CONDITIONAL ACCEPTANCE as specified by the Albuquerque Subdivision Ordinance, Chapter 14 Article 14 of the Revised Ordinances of Albuquerque, New Mexico, 1994.

Project Number: 1004428

Application Number: 05 DRB01461

PLAT APPROVAL

Utility Approvals:

PNM Electric Services
Date: 9-13-05
PNM Gas Services
Date: 9-13-05
City Engineer
Date: 9-13-05
City Approvals
Date: 9-13-05
City Surveyor
Date: 10/28/05
Real Property Division
Date: 10-12-05
Transportation Division
Date: 10-12-05
Water Utility Department
Date: 10/24/05
Parks and Recreation Department
Date: 10/24/05
AMAFCA
Date: 10/12/05
City Engineer
Date: 10/28/05
DRB Chairperson, Planning Department
Date: 10/28/05

SURVEYOR'S CERTIFICATION

"I, Timothy Adrich, a duly qualified Registered Professional Land Surveyor under the laws of the State of New Mexico, do hereby certify that this plat and description were prepared by me or under my supervision, shows all easements as shown on the plat of record or made known to me by the owners and/or proprietors of the subdivision shown hereon, utility companies and other parties expressing an interest and meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and further meets the Minimum Standards for Land Surveying in the State of New Mexico, and is true and correct to the best of my knowledge and belief."

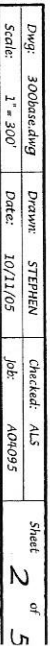
Timothy Adrich P.S. No. 1919
Date: 09-12-05



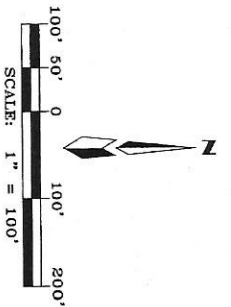
P.O. BOX 30701, ALBU, N.M. 87190
505-884-1990
F:\NOV05\050151\bulk\plat\30house.dwg, layout2 (6/23/05) .prt

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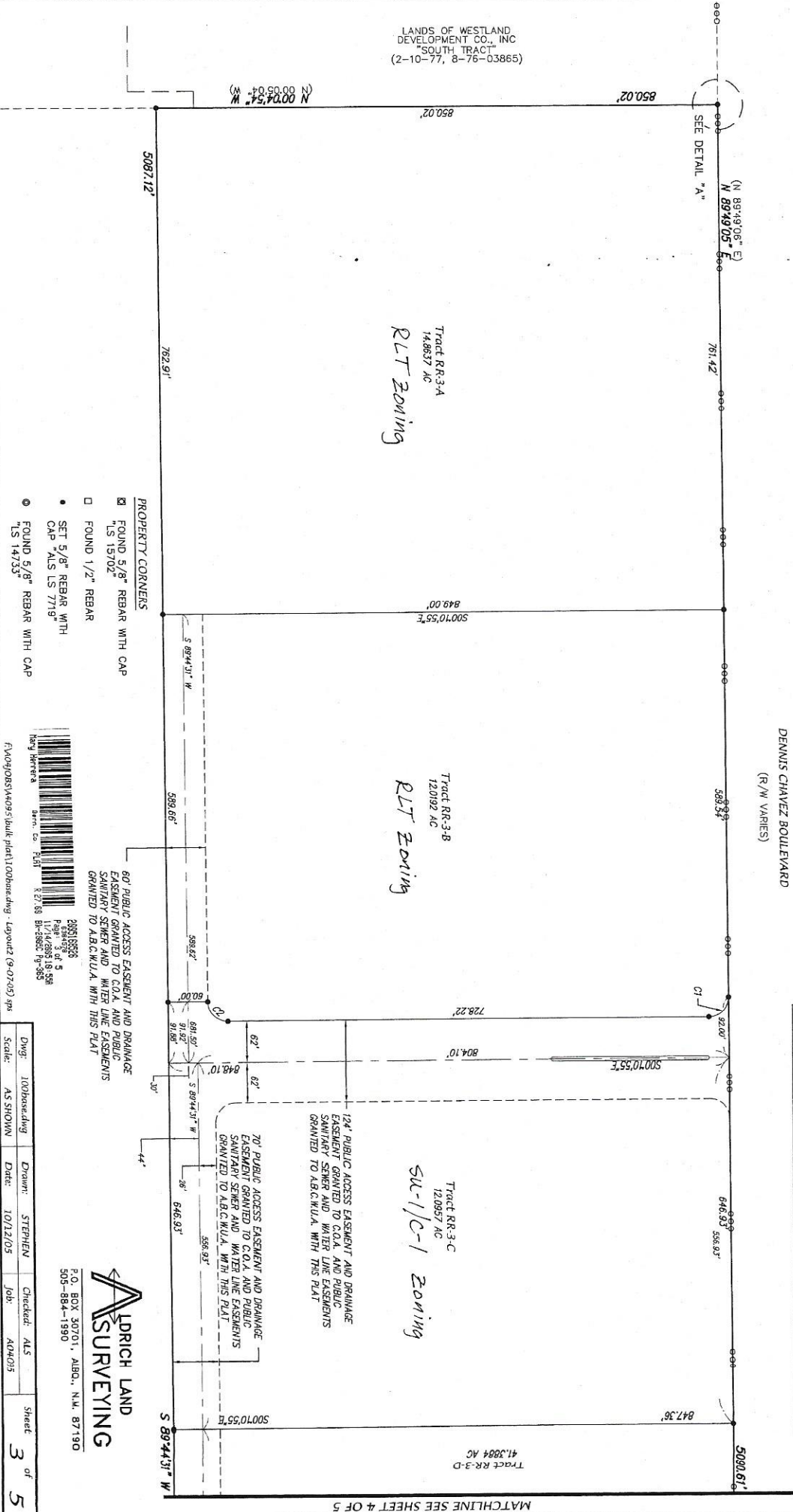
WITHIN THE
 TOWN OF ATRISCO GRANT
 PROJECTED SECTION 9
 TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 AUGUST, 2005



WITHIN THE
TOWN OF ATRISCO GRANT
PROJECTED SECTION 9
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST, 2005



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT CH-BEARING= CH-DIST=
C1	47.12	30.00	90°00'00"	30.00 N45°10'55"W 42.43
C2	47.08	30.00	89°55'26"	29.96 N44°46'48"E 42.40



WATKINSVILLE
TOWN OF ATRISCO GRANT
PROJECTED SECTION 9
TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST, 2005

N 89°49'05" E

2185.23

5090.61

505.46

2185.23

$$\begin{array}{r} 5090.61 \\ \hline 905.48 \\ \hline \end{array}$$

Tract RR-3-D
41.3884 AC

R=2250.00
L=865.88"
D=2202.58"
T=438.37"
CH=N10°50'34"E, 860.55"

156' PUBLIC ACCESS EASEMENT AND DRAINAGE
EASEMENT GRANTED TO C.O.A. AND PUBLIC
SANITARY SEWER AND WATER LINE EASEMENTS
GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

Tract RR-3-G
18.5401 AC

2020.67

5087.12

70' PUBLIC ACCESS EASEMENT AND DRAINAGE EASEMENT GRANTED TO C.O.A. AND PUBLIC SANITARY SEWER AND WATER LINE EASEMENTS GRANTED TO A.B.C.W.U.A. WITH THIS PLAT

PROPERTY CORNERS

- ☒ FOUND 5/8" REBAR WITH CAP
"LS 15702"
- ☐ FOUND 1/2" REBAR
- SET 5/8" REBAR WITH
CAP "ALS LS 7719"
- FOUND 5/8" REBAR WITH CAP
"LS 14733"



2005108526
6364378
Page: 4 of 5
11/14/2005 10:55a
BX-2005C Pg-365

**ALDRICH LAND
SURVEYING**

P.O. BOX 30701, ALBU, N.M. 87190
505-884-1990

F:\M04\OBS\AM095\bulk plat\100base.dwg - Layout3 (9-07-05) sps

Dwg: 100base.dwg	Drawn: STEPHEN	Checked: ALS	Sheet 4 of 5
Scale: AS SHOWN	Date: 10/11/05	Job: A94095	

MATCHLINE SEE SHEET 5 OF 5

May 23, 2016

Chair

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Vice Chair

Art De La Cruz
County of Bernalillo
Commissioner, District 2

Richard J. Berry
City of Albuquerque
Mayor

Pat Davis
City of Albuquerque
Councilor, District 6
Maggie Hart Stebbins
County of Bernalillo
Commissioner, District 3

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Ken Sanchez
City of Albuquerque
Councilor, District 1

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

Mark Goodwin
Mark Goodwin & Associates, PA
P.O. Box 90606
Albuquerque, NM 87199

**RE: Water and Sanitary Sewer Serviceability Statement #160313
Ceja Vista Unit 1, 2, & 3 - Dennis Chavez Blvd - Zone Atlas Map: P-9**

Dear Mr. Goodwin:

Project Information: The subject site is located on Dennis Chavez Blvd. between Grace Vigil Rd. and 118th St. within the City. The property consists of approximately 99 acres and is currently zoned for residential use. The property lies within the Pressure Zone 2WR and 1W in the Pajarito trunk. The request for information indicates plans to develop the property to include a 403 lot residential subdivision for single family detached dwelling units.

Development Agreement: Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. The previous development agreement (R-07-19) with Albuquerque Rio Bravo Partners, LLC for Ceja Vista has since expired. Contact Utility Development in regards to Development Agreements.

Water Supply Charge: All developments located outside of the Water Authority's service area will be assessed a Water Supply Charge (WSC) 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. The WSC shall not be used for reimbursement of master planned facilities.

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

- Pressure zone 2W infrastructure
- 12 inch PVC distribution main (project #26-7539.89-09) along the west of the project location.
- Pressure zone 2WR infrastructure
- 12 inch PVC distribution main (project #26-7081.81-06) along 98th St.
- 12 inch PVC distribution main (project #26-6795.82-06) along Unser Blvd.
- Pressure zone 1W infrastructure
- 12 inch PVC distribution main (project #26-6795.81-06) along Unser Blvd.

Sanitary sewer infrastructure in the area consists of the following:

- 15 inch PVC interceptor line (project #26-6141.91-97) along Dennis Chavez Blvd.
- 10 inch PVC collector line stub (project #26-6141.91-97) into the project location at the west portion of the proposed project and one closer to the middle of the proposed project.

Water and Sewer Service: New metered water service to the property can be provided contingent upon a developer funded project to extend an internally looped distribution system for both Pressure Zones 2WR and 1W to serve only phase one of the Ceja Vista development. The entire Ceja Vista development is anticipated to be approximately 430

acres. The future phases of the Ceja Vista development will require a Master Plan Study to determine the master plan infrastructure required to serve the area, which may include but is not limited to a pump station near the Pajarito Reservoir and a transmission line which ultimately serves the area.

The Pressure Zone 2WR water distribution system shall connect to the existing 12 inch distribution main (2WR) along 98th St., the existing 12 inch distribution main (2WR) along Unser Blvd. and the existing 12 inch distribution main (2W) located at the northwest corner of the subject property via a pressure reducing valve at a location approved by the Water Authority. A 12 inch top of zone distribution main shall be constructed such that it aligns along the top of 2WR pressure zone internal to the development. A 12 inch bottom of zone distribution main shall be constructed such that it aligns along the bottom of 2WR pressure zone internal to the development. The proposed 2WR distribution system shall provide the ability to connect to the future 2WR system as determined by the Master Plan Study. The Pressure Zone 2WR system shall only provide service to lots with finished floor elevations between 5063ft and 5140ft (NAV27/29).

The Pressure Zone 1W water distribution system shall connect to the existing 12 inch distribution main (1W) along Unser Blvd. and extend into the development. For purposes of redundancy and a looped connection, a pressure reducing valve shall be installed downstream of the proposed 2WR distribution system at a location approved by the Water Authority. Based on the timing of the Master Plan Study for the remaining phases of the Ceja Vista development, the proposed pressure reducing valve that supplies service to 1W may be located elsewhere within the overall development. The proposed 1W distribution system shall provide the ability to connect to the future 1W system as determined by the Master Plan Study. The Pressure Zone 1W system shall provide service to lots with finished floor elevations less than 5,063 feet (NAV27/29).

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.

Sanitary sewer service can be provided contingent upon a developer funded project to extend a public collection system along corridors designated as right-of-way adequate to service each proposed residence.

Cross Connection Prevention: Approved dual check valves shall be installed on all water services within pressure zones 0W, 1W and 1E. 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.

Fire Protection: All new required hydrants as well as their exact locations must be determined through City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

Easements: 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 water meters need to be five feet by five feet and include the length of the water service if located on private property. Actual easement widths may vary depending on the depth of the lines to be installed. Side yard

easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

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 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 by a licensed, New Mexico registered professional engineer. Construction must be by a licensed, bonded, public utility contractor.

Costs and Fees: 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.

Water Use: All new development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita per day. Indoor water use shall consist of 70% of total use with outdoor limited to 30%. Where available, outdoor water usage shall utilize reclaimed water.

Closure: This statement only provides details of infrastructure that is available and potential precursors to development for the proposed development. For service to be provided, a Board approved development agreement must supplement this serviceability, therefore causing this serviceability to be in effect for a period of one (1) year upon approval of the development agreement. Under no circumstances does this serviceability commit to service without the above mentioned conditions. Changes in the proposed development may require reevaluation 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 the 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,

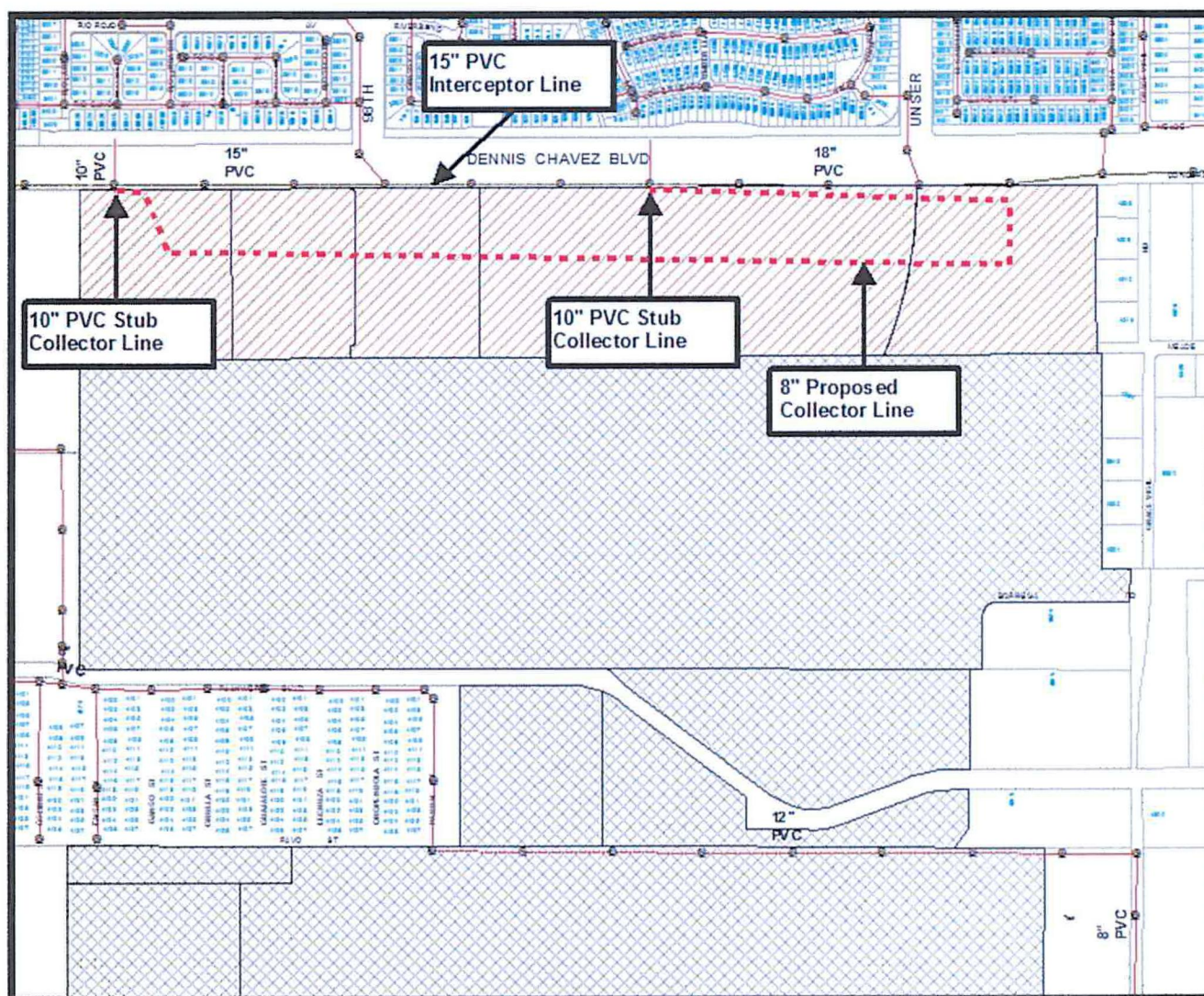


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Serviceability 160313



Water Utility
Authority

Statement # 160313
Sanitary Sewer Infrastructure

610	305	0	610 Feet
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Albuquerque Bernalillo County
Water Utility Authority

Hydrants available - #25, #17, #41 and #120

1 PEAR BLOSSOM LA
2 LOST SPRING DR
3 SHADY SPRING DR
4 GRASSLAND LA

Map showing streets, hydrant locations, and available hydrants. Streets include Rio Cortez, Rio Senda, Rio Plata, Rio Maria, Rio West Meadow, Rio Grasshopper, Rio Clara, Rio Cattail, Rio Sandy, Rio Indigo, Rio Violet, Rio Orchid, Rio Meadow, Rio Lower Meadow, Rio Riverbend, Rio Rivulet, Rio Pine, Rio Umbrella, Rio El Caballero, Rio Old Cotton, Rio Lost Desert, Rio Grace Vigil, Rio Meade, Rio Condershire, Rio Ace Vigil, Rio P-8, Rio P-9, Rio P-10, Rio P-11, Rio P-12, Rio P-13, Rio P-14, Rio P-15, Rio P-16, Rio P-17, Rio P-18, Rio P-19, Rio P-20, Rio P-21, Rio P-22, Rio P-23, Rio P-24, Rio P-25, Rio P-26, Rio P-27, Rio P-28, Rio P-29, Rio P-30, Rio P-31, Rio P-32, Rio P-33, Rio P-34, Rio P-35, Rio P-36, Rio P-37, Rio P-38, Rio P-39, Rio P-40, Rio P-41, Rio P-42, Rio P-43, Rio P-44, Rio P-45, Rio P-46, Rio P-47, Rio P-48, Rio P-49, Rio P-50, Rio P-51, Rio P-52, Rio P-53, Rio P-54, Rio P-55, Rio P-56, Rio P-57, Rio P-58, Rio P-59, Rio P-60, Rio P-61, Rio P-62, Rio P-63, Rio P-64, Rio P-65, Rio P-66, Rio P-67, Rio P-68, Rio P-69, Rio P-70, Rio P-71, Rio P-72, Rio P-73, Rio P-74, Rio P-75, Rio P-76, Rio P-77, Rio P-78, Rio P-79, Rio P-80, Rio P-81, Rio P-82, Rio P-83, Rio P-84, Rio P-85, Rio P-86, Rio P-87, Rio P-88, Rio P-89, Rio P-90, Rio P-91, Rio P-92, Rio P-93, Rio P-94, Rio P-95, Rio P-96, Rio P-97, Rio P-98, Rio P-99, Rio P-100.

Site

0 1,300 Feet