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Meeting Date: November 16, 2017  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-17-22 – Authorizing an Agreement for Water Service to the Valle De Oro National Wildlife Refuge Headquarters/Visitor Center**

**ACTION: Approval - Immediate Action is Required to Approve on November 16<sup>th</sup>**

**SUMMARY:**

The development is located along the west side of 2<sup>nd</sup> St., just south of the Barr Spur Drain, in an unincorporated area of Bernalillo County. The property is currently undeveloped land owned by the US Fish and Wildlife Service. The development is for headquarters and a visitors' center.

The property lies within Pressure Zone 1E in the Hubbell Trunk.

Water service is contingent on the developer extending the waterline from existing infrastructure to cover the frontage of the subject property.

The developer will also be required to connect to the non-potable waterline that is to be installed by the Albuquerque Bernalillo County Water Utility Authority.

Due to the distance and elevation difference to the existing sanitary sewer collection system, sanitary sewer service is not available. An onsite septic system shall be provided independently by the developer in full conformance with New Mexico State Law including Title 20 Chapter 7 Part 3 Environmental Protection, Waste Water and Water Supply Facilities, Liquid Waste Disposal and Treatment.

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-17-22

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER SERVICE TO THE VALLE DE ORO**  
3 **NATIONAL WILDLIFE REFUGE HEADQUARTERS/VISITOR CENTER**

4 WHEREAS, the U.S. Fish and Wildlife Service owns undeveloped land located  
5 along the west side of 2nd St., just south of the Barr Spur Drain and desires to construct  
6 its headquarters and visitor center for the Valle De Oro National Wildlife Refuge; and

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

16 BE IT RESOLVED BY THE WATER AUTHORITY:

17 Section 1. The U.S. Fish and Wildlife Service (USFWS) will obtain all permits,  
18 assurances, and approvals from the Water Authority and the Bernalillo County  
19 development/design review process. Construction of water and/or sewer lines shall be  
20 in conformance with the plans approved by the Water Authority and all applicable plans,  
21 specifications, 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 Supply Charges.

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

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

**DEVELOPMENT AGREEMENT  
VALLE DE ORO NATIONAL WILDLIFE REFUGE  
HEADQUARTERS/VISITOR CENTER**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and US Fish and Wildlife Service (USFWS), a Federal agency (together, “Parties”), agree as follows:

**1. Recitals**

- A.** USFWS is the “Developer” and owner of certain real property located between 2nd St. and the Barr Interior Drain just south of the Barr Spur Drain in an unincorporated area of Bernalillo County. The property is comprised of Tract 2-A and Tract 3-A (Plat of Tracts 2-A and 3-A Lands of VG Farms) and consists of approximately 84 acres that is currently zoned A-1 for residential/agricultural use (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference.
- B.** The legal description of the Property is as follows: Tract 2-A and Tract 3-A (Plat of Tracts 2-A and 3-A Lands of VG Farms)
- C.** The Property is located in Pressure Zone 1E of the Hubbell Trunk.
- D.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide only potable and non-potable water service, and not sanitary sewer service to the Property.
- E.** The Developer desires to construct, or cause to be constructed, extensions of existing public potable water lines and appurtenant infrastructure (collectively, “Line Extensions”) under all applicable plans, specifications, requirements, and standards of the Water Authority.
- F.** The Developer will also be required to connect to the non-potable waterline that is to be installed by the Water Authority.
- G.** Due to distance and elevation difference to the existing sanitary sewer collection system, a routine sanitary sewer line extension from the north to serve the Property is not possible due to the relative site elevations. An on-site septic system shall be provided independently by the Developer in full conformance with New Mexico State Law including Title 20 Chapter 7 Part 3 Environmental Protection, Waste Water and Water Supply Facilities, Liquid Waste Disposal and Treatment.
- H.** Serviceability Statement #160517 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.

- I.** The Developer, via the design build contract, will extend the waterline as shown as the water line extension on the Serviceability Statement.
- J.** The Line Extensions referenced in this Agreement are not considered a Master Plan lines by the Water Authority. As such, reimbursement of construction costs associated with the Line Extensions will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

## **2. Design and Construction of the Waterlines**

- A.** The Developer will provide the Water Authority with definitive designs and plans of the Line Extensions which will include estimates of all costs and expenses. The Developer will not connect the Line Extensions to the existing water lines within the Bernalillo County (“County”) public right-of-way or within public easements until the Water Authority has approved the Line Extensions. The Water Authority shall provide approval within a reasonable time after the submissions of the Developer’s Line Extension designs and plans. The Developer will convey, at no expense to the Water Authority, all Line Extensions that have been approved and accepted by the Water Authority, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the Line Extension. The Water Authority’s approval and acceptance of the Line Extensions shall not be unreasonably withheld. The Developer shall provide all necessary licenses for the Line Extensions at locations reasonably acceptable to the Developer.. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and County, 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 Water Authority work order process. The Developer and the Water Authority will execute an Agreement for the Construction of Water Improvements
- B.** The Developer will complete, or cause to be completed, construction of the Line Extensions as approved by the County and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City, County 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.
- 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 Line 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 Line Extensions, 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.
- 6. **Liability.** To the extent provided by law, the Parties hereto shall each be responsible and liable for their own acts, omissions, and negligence; and the acts, omissions and negligence of their respective employees, agents and contractors; provided, however, that nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing herein shall limit the defenses and immunities legally available to each party as against each other party or others. The Developer's liability under this Agreement is subject to the limitations of the Federal Tort Claims Act, 28 U.S.C. §§ 2671, et seq., or other applicable law. No party hereto shall be considered to be the agent, representative, or partner of any other party.

**7. Representations and Warranties of Developer.** The Developer represents and warrants that:

- A. Developer is a US Federal Government Agency.
- 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:

US Fish & Wildlife Service  
Attn: Jennifer Owen-White, Manager, Valle de Oro National Wildlife Refuge  
Address: U.S. Fish and Wildlife Service - Southwest Region  
P.O. Box 1306  
Albuquerque, New Mexico 87103-1306

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

**10. Disputes and Venue.** The parties agree that if a dispute arises, the Developer and the Water Authority will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties. The parties agree that the venue to begin litigation of any disputes stemming from this Agreement is a Federal court with appropriate jurisdiction.

**11. Headings.** The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement.

**12. Binding Effect.** This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees.

- 13. Severability.** 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.
- 14. 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.
- 15. 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.
- 16. Effective Date.** The effective date of this Agreement is the date last entered below.
- 17. Expenditures Contingent on Availability of Funds.** The expenditure of any funds by the United States or the performance of any work by the United States shall be contingent upon appropriations of money by Congress or adequate allotments of available funds. Liability of the United States under this Agreement shall continue in such cases only as pursuant to the applicable laws and statutes of the United States.
- 18. Officials not to Benefit.** No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom; but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.
- 19. No Waiver.** No waiver of any provision of this Contract shall be deemed to constitute or shall constitute a waiver of any other provisions hereof, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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

**Albuquerque Bernalillo County  
Water Utility Authority**

**Developer  
US Fish & Wildlife Service  
a Federal Agency**

By: \_\_\_\_\_  
Mark S. Sanchez  
Executive Director

By: \_\_\_\_\_  
Jennifer Owen-White, Manager  
Valle de Oro NWR

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ACKNOWLEDGEMENTS

[illegible]

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

Notary Public

My Commission Expires:

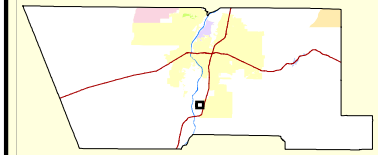
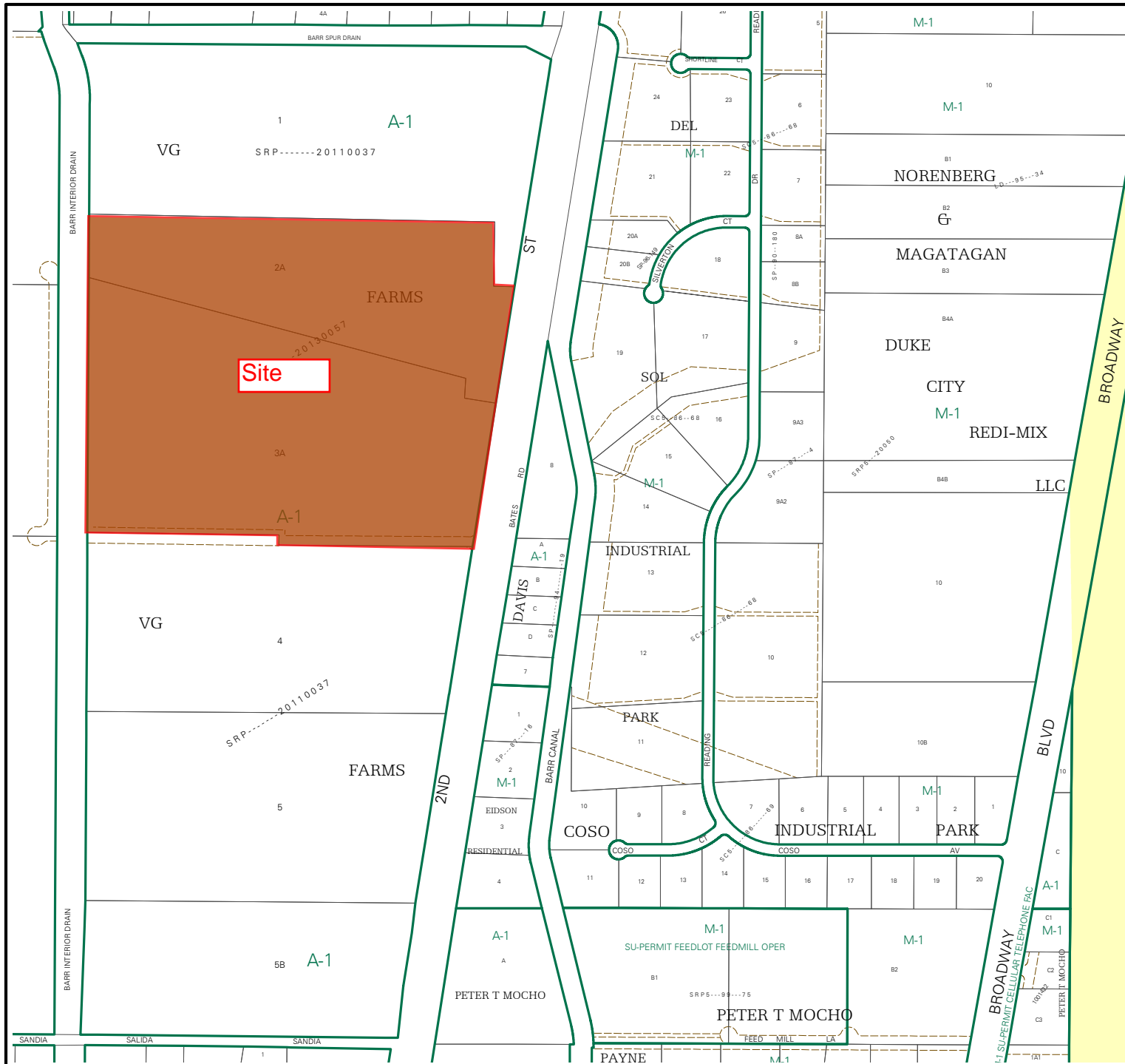
[illegible]

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

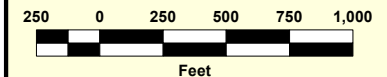


## LEGAL DESCRIPTION

T9N  
R3E  
SEC 30

## UNIFORM PROPERTY CODE

1-013-050



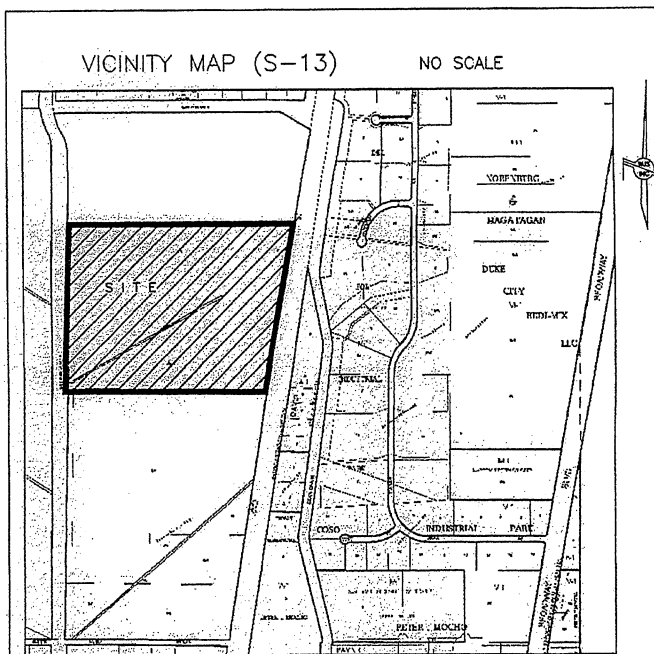
Map amended through January 2017



PUBLIC WORKS DIVISION  
GIS PROGRAM

This information is for reference only.  
Bernalillo County assumes no liability for errors  
associated with the use of these data. Users are  
solely responsible for confirming data accuracy  
when necessary. Source data from  
Bernalillo County and the City of Albuquerque.  
For current information visit  
[www.bermco.gov/public-works/gis.aspx](http://www.bermco.gov/public-works/gis.aspx).

# S-13-Z



**SUBDIVISION DATA**

- Zone Atlas Index No. S-13
- Gross Subdivision Acreage: 83.7296 Acres
- Net Subdivision Acreage: 82.4491 Acres
- Total Number of Lots created - 2 -
- Miles of road dedicated: -0-
- Current Zoning: A-1

**PURPOSE OF PLAT**

This plat has been prepared for the purpose of adjusting the interior lot line between two existing parcels.

**NOTES**

- Bearings shown on this plat are New Mexico State Plane Grid Bearings, Central Zone, NAD 1983.
- Perimeter distances are field measurements were made on the ground prorated between recovered and accepted monuments.
- A grading and drainage plan prepared by an engineer registered in the State of New Mexico may be required with future development of these lots.
- Cross lot drainage must not be increased or impacted by development of these lots.
- These lots must accept storm water runoff from adjacent roadways and properties as it currently exists.
- No mass site grading, clearing or grubbing is allowed without an approved grading and drainage plan.

SEE SHEET 2 OF 2 FOR EASEMENT NOTES

FOR BERNALILLO COUNTY TREASURER'S OFFICE USE ONLY

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

UPC# 1 013 050 111 392 20130, 1 013 050 109 306 20125

PROPERTY OWNER OF RECORD:

PRICES VALLEY GOLD DAIRIES INC

BERNALILLO COUNTY TREASURER'S OFFICE

12/9/13

**SURVEY DESCRIPTION:**

Tracts numbered Two (2) and Three (3) of LANDS OF VG FARMS, Bernalillo County, New Mexico, as the same are shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on March 26, 2012, in Plat Book 2012C, Page 38, and being more particularly described as follows:

BEGINNING at the Northwest corner of the parcel herein described, being a point on the Easterly Right-of-way line of the Barr Interior Drain, from whence the ACS Monument 1-R12 (x=1,513,155.994, y=1,450,434.124, NMSP Central Zone, NAD 83) bears N 08° 34' 27" W, 962.74 feet distant; THENCE leaving said Easterly Right-of-way line, S 88° 52' 29" E, 2145.24 feet; THENCE S 01° 07' 31" W, 339.76 feet; THENCE S 88° 52' 29" E, 109.85 feet to the Northeast corner, being a point on the Westerly Right-of-way line of Second Street, SW; THENCE along said Westerly Right-of-way line, S 09° 08' 40" W, 1390.28 feet to the Southeast corner; THENCE leaving said Westerly Right-of-way line, N 89° 37' 21" W, 1023.73 feet; THENCE N 00° 49' 07" E, 54.16 feet; THENCE N 89° 10' 53" W, 1013.37 feet to the Southwest corner, being a point on said Easterly Right-of-way line; THENCE along said Easterly Right-of-way line of the Barr Interior Drain, N 00° 18' 45" E, 1681.25 feet to the point of beginning and containing 83.7296 acres, more or less.

**FREE CONSENT AND DEDICATION**

The division of the land described hereon and granting of all public easements is with the free consent and in accordance with the desires of the undersigned owner. Said owner warrants holding complete and indefeasible title in fee simple to the land as shown replatted hereon.

*Dudley Price* Nov. 13, 2013  
Dudley Price, President, VG Farms Inc., a New Mexico Corporation, on behalf of said Corporation

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss

On this 13th day of November, 2013, the foregoing instrument was acknowledged before me by Dudley Price, President, VG Farms Inc., a New Mexico Corporation, on behalf of said Corporation.

My Commission expires 11/26/2015

*Timothy R. Johnson*  
Notary Public

PLAT OF  
TRACTS 2-A AND 3-A  
LANDS OF VG FARMS  
BERNALILLO COUNTY, NEW MEXICO  
A REPLAT OF TRACTS 2 AND 3, LANDS OF VG FARMS  
WITHIN SECTION 30, T. 9 N., R. 3 E., N.M.P.M.  
BERNALILLO COUNTY, NEW MEXICO  
NOVEMBER 2013

APPROVALS as specified by the County of Bernalillo Subdivision Ordinance:  
PROJECT NO.: SRP 2013-0057

<i>[Signature]</i> Bernalillo County Development Review Authority, Chair	12-9-2013 Date
<i>[Signature]</i> Bernalillo County Zoning	11/14/13 Date
<i>[Signature]</i> Bernalillo County Environmental Health	11/14/2013 Date
<i>[Signature]</i> Bernalillo County Public Works Department	11/14/2013 Date
<i>[Signature]</i> Bernalillo County Fire Marshal	11/14/2013 Date
<i>[Signature]</i> A.B.C.W.U.A.	11-13-13 Date
<i>[Signature]</i> City Surveyor	11-6-13 Date

APPROVED *[Signature]* DATE 12-6-13

**SURVEYOR'S CERTIFICATE**

I, Thomas D. Johnston, licensed as a Professional Surveyor under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my supervision, that I am responsible for this plat, that it shows all easements of the recorded plat and made known to me by the title company, utility companies or by the owner of record, meets the minimum standards for monumentation and surveys of the Bernalillo County Subdivision Ordinance, and meets the Minimum Standards for Land Surveys as adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors, effective May 1, 2007 and is true and correct to the best of my knowledge and belief.

*[Signature]* 11-12-13  
Thomas D. Johnston, N.M.P.S. No. 14269 Date

330 LOUISIANA BLVD., N.E. ALBUQUERQUE, N.M. 87108 PHONE: (505) 255-2052 FAX: (505) 255-2887	
INDEXING INFORMATION FOR COUNTY CLERK OWNER: VG FARMS INC. LOCATION: SECTION 30 T. 9 N., R. 3 E., N.M.P.M.	DRAWN: T R J CHECKED: T D J DRAWING NO. SP10210A.DWG
SCALE: 1" = 400'	FILE NO. SP-1-02-10-A
1 NOV 2013	SHEET 1 OF 2

PL 2013C, Pg. 136

- EASEMENT NOTES -

Existing Easement granted to Public Service Company of New Mexico and The Mountain States Telephone and Telegraph Company recorded 2/18/1954, in Book D 270, Page 311 as Doc. No. 13625.  
Easement is ten feet (10') in width, anchor easements are two feet (2') in width.

Existing Easement granted to Public Service Company of New Mexico and The Mountain States Telephone and Telegraph Company recorded 2/7/1958, in Book D 413, Page 471, as Doc. No. 53880.  
Easement is ten feet (10') in width, anchor easements are two feet (2') in width.

Former Subsurface Drainage Easement fifteen feet (15') in width, granted to Middle Rio Grande Conservancy District, recorded 5/9/1958, in Book D 424, Page 533-537, as Doc. No. 64272, and recorded 5/9/1958, in Book D 424, Page 541-545, as Doc. No. 64273. Said easement was terminated and released by document recorded May 14, 2010 as document no. 2010041750.

Existing Ten foot (10') Easement (except as noted on sketch) granted to Southern Union Gas Company, recorded 4/29/1966, in Book R/W 143, Page 465, as Doc. No. 5814, and modified by Right-of-Way Easement granted to Gas Company of New Mexico recorded 4/21/1983, in Book Misc. 8-A, Page 396, as Doc. No. 83-24571.

Existing Seven foot (7') Easement granted to Public Service Company of New Mexico and The Mountain States Telephone and Telegraph Company 5/27/1982, in Book Misc. 933, Page 874 as Doc. No. 82-27977.

Existing Ten foot (10') Easement granted to Public Service Company of New Mexico and The Mountain States Telephone and Telegraph Company recorded 5/12/1983, in Book Misc. 14-A, Page 273, as Doc. No. 83-30092.

Existing Ten foot (10') Public Service Company of New Mexico Overhead Easement recorded 6/22/2006, in Book A119, Page 1856, as Doc. No. 2006092116. Easement is not specifically defined by bearings and distances in recorded document and its location is approximate.

Thirty foot (30') Public Waterline and Public Sewerline Easement exclusively for Albuquerque Bernalillo County Water Utility Authority granted by plat recorded 3/26/2012 in Plat Book 2012C, Page 38.

Fifty-four and sixteen hundredths feet (54.16') Private access easement for the exclusive benefit of Tracts A and B, Lands of VG Farms granted by plat recorded 3/26/2012 in Plat Book 2012C, Page 38. (Price's Way)

ACS STA. 1-R12  
X = 1,513,155.994  
Y = 1,450,434.124  
G-G 0.999687023  
ΔG = -00°14'37.02"  
NEW MEXICO STATE PLANE GRID  
CENTRAL ZONE  
NAD 83

COUNTY CLERK RECORDING LABEL HERE

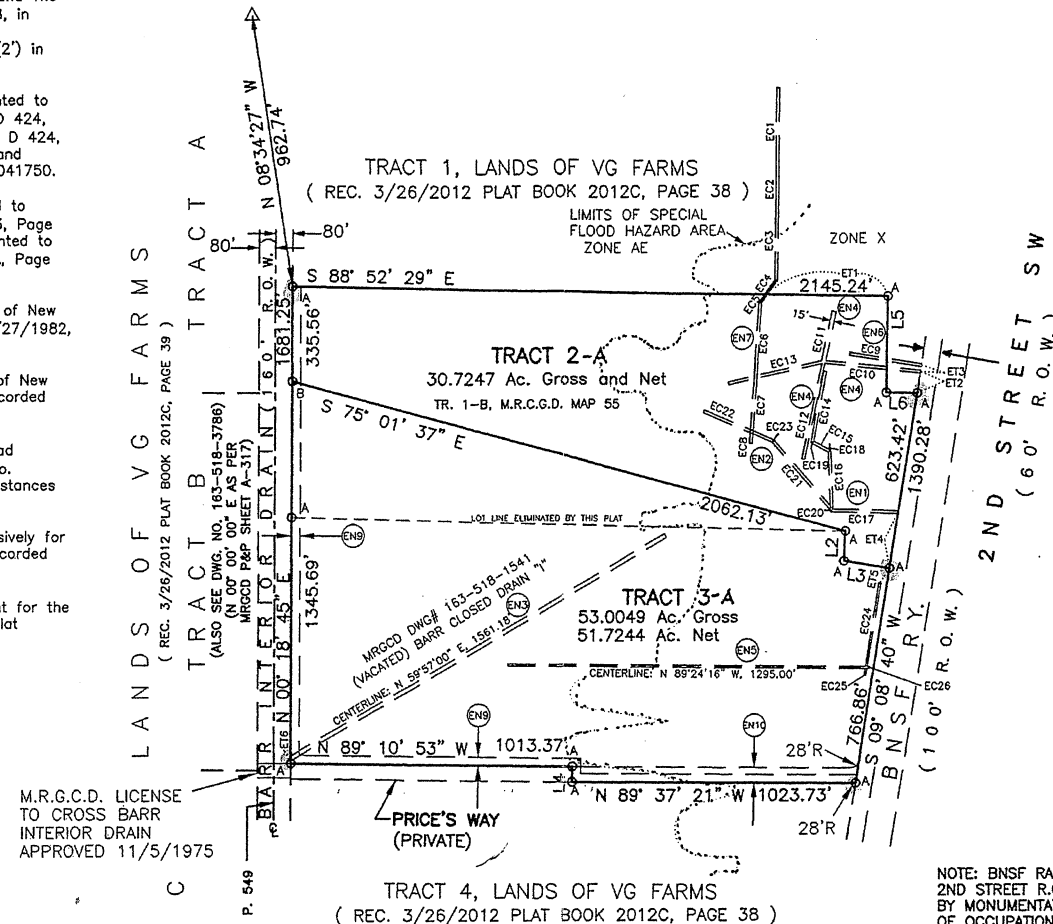
PLAT OF  
TRACTS 2-A AND 3-A  
LANDS OF VG FARMS

BERNALILLO COUNTY, NEW MEXICO

A REPLAT OF TRACTS 2 AND 3, LANDS OF VG FARMS  
WITHIN SECTION 30, T. 9 N., R. 3 E., N.M.P.M.

BERNALILLO COUNTY, NEW MEXICO

NOVEMBER 2013

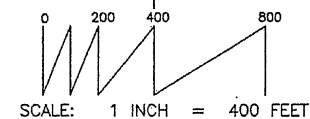


MONUMENTATION

A Found 1/2" Rebar, cap "WAYJOHN PS 14269"  
B Set 1/2" Rebar, cap "WAYJOHN PS 14269"

NOTE: BNSF RAILWAY R.O.W. AND  
2ND STREET R.O.W. DETERMINED  
BY MONUMENTATION AND LINES  
OF OCCUPATION.

L2	S 03°11'27" W	104.83
L3	S 80°51'20" E	166.57
L4	N 00°49'07" E	54.16
L5	S 01°07'31" W	339.76
L6	S 88°52'29" E	109.85

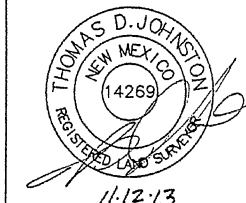


EASEMENT TIE TABLE		
TANGENT NO.	BEARING	DISTANCE
ET1	N 88°52'29" W	436.93'
ET2	N 09°08'40" E	76.97'
ET3	N 09°08'40" E	22.83'
ET4	S 09°08'40" W	200.61'
ET5	S 33°17'12" W	61.90'
ET6	S 00°18'45" W	18.65'

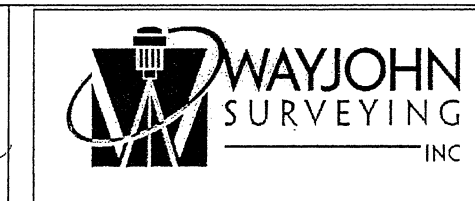
EASEMENT CENTERLINE TABLE		
TANGENT, NO.	BEARING	DISTANCE
EC1	N 00°33'03" E	287.97'
EC2	N 00°31'31" E	140.59'
EC3	N 00°41'54" E	247.67'
EC4	S 35°56'27" W	63.90'
EC5	S 35°56'27" W	38.05'
EC6	S 03°55'21" W	244.69'
EC7	S 04°00'04" W	233.80'
EC8	S 03°22'46" W	16.55'
EC9	N 81°00'39" W	260.00'
EC10	N 84°11'00" W	350.50'
EC11	N 12°05'24" E	181.50'
EC12	S 12°05'24" W	350.50'
EC13	S 77°51'00" W	350.50'
EC14	N 10°27'00" E	253.00'
EC15	N 61°18'00" W	70.00'
EC16	N 02°13'00" W	207.00'
EC17	N 88°33'00" W	240.74'
EC18	N 00°00'00" E	24.98'
EC19	S 10°27'00" W	24.98'
EC20	N 90°00'00" W	24.92'
EC21	N 40°46'00" W	318.25'
EC22	N 67°09'00" W	275.00'
EC23	N 36°02'00" E	29.98'
EC24	N 09°14'44" E	300.60'
EC25	S 09°14'44" W	30.00'
EC26	S 89°24'16" E	12.20'

M.R.G.C.D. LICENSE  
TO CROSS BARR  
INTERIOR DRAIN  
APPROVED 11/5/1975

R.A.C. #3914 FILED 2/22/1934 BK. 130, P. 549



INDEXING INFORMATION FOR COUNTY CLERK  
OWNER:  
VG FARMS INC.  
LOCATION: SECTION 30  
T. 9 N., R. 3 E., N.M.P.M.



330 LOUISIANA BLVD., N.E.  
ALBUQUERQUE, N.M. 87108  
PHONE: (505) 255-2052 FAX: (505) 255-2887

DRAWN: T R J	SCALE: 1" = 400'	FILE NO. SP-1-02-10-A
CHECKED: T D J	DRAWING NO. SP10210A.DWG	SHEET 2 OF 2
	1 NOV 2013	

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September 6, 2016

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[www.abcwua.org](http://www.abcwua.org)

Jeffrey Johns  
US Fish & Wildlife Service  
PO Box 1306  
Albuquerque, New Mexico 87103

**RE: Water and Sanitary Sewer Serviceability Statement #160517**  
**Project Name: Valle De Oro National Wildlife Refuge**  
**Project Location: 7851 2<sup>nd</sup> Street SW - Zone Atlas Map: S13/S12**

Dear Mr. Johns:

**Project Information:** The subject site is located between 2<sup>nd</sup> St. and the Barr Interior Drain just south of the Barr Spur Drain in an unincorporated area of Bernalillo County. The property is comprised of Tract 2-A and Tract 3-A (Plat of Tracts 2-A and 3-A Lands of VG Farms) and consists of approximately 84 acres that is currently zoned A-1 for residential/agricultural use. The property lies within the Pressure Zone 1E in the Hubbell trunk. The request for information indicates plans to construct administrative offices, visitor center space, multi-use classroom/public space totaling approximately 11,000 square feet that will also include a 1,710 square feet maintenance building with all associated storage, work areas, parking lots, green house, garden trails and related site improvements for future use.

**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. 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:

- 36 inch concrete cylinder transmission main (project #26-7565.81-08) along the Barr Spur Drain
- Eight inch PVC stub (project #26-7565.81-08) extending south from the existing 36 inch transmission line located approximately at the midpoint of the northern property line of Tract 1.
- Ten inch PVC stub (project #26-7565.81-08) extending south from the existing 36 inch transmission line located along 2<sup>nd</sup> St. near the northeast corner of Tract 1.
- 16 inch AC stub (project #09-002-84) located approximately 1,500 feet north along 2<sup>nd</sup> St. at the intersection of Lagunitas La.



Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-2932.86) along Clark Rd. located approximately 3,000 feet north of the subject site.

**Water and Sewer Service:** New metered water service to the property can be provided contingent upon a developer funded project which extends the existing ten inch distribution stub south along 2<sup>nd</sup> St., covering the entire eastern property frontage of the tracts being developed (Tracts 2A and 3A). The required development agreement will also include the requirement of the extension of the aforementioned waterline along 2<sup>nd</sup> St. to cover the entire eastern property frontage of the remaining tracts (Tracts 4 and 5). 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 collector line along 2<sup>nd</sup> St. to cover the property frontage of the tracts being developed (Tracts 2A and 3A), which can discharge to the existing sanitary sewer system located approximately 3,000 feet north along Clark Rd. if grades allow. The required development agreement will also include the requirement to extend the sanitary sewer collector line south to cover the eastern property frontage of the remaining tracts (Tracts 4 and 5). A study shall be completed for sizing the sanitary sewer so that it also takes into account other properties within the basin. All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines. Any deviations shall be coordinated with Utility Development.

**Cross Connection Prevention:** Per the Cross Connection Ordinance, all new non-residential premises must have a reduced pressure principle backflow prevention assembly approved by the Water Authority and installed at each domestic service connection at a location accessible to the Water Authority. All new fire line services to fire protection systems shall be equipped with a reduced pressure principal backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction at each 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 fire protection system contains ANSI/NSF Standard 60 or 61 water piping throughout the entire fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections, connections from auxiliary water supplies, antifreeze nor other additives. The Water Authority requests that all backflow (containment) devices be located above ground just outside the easement or roadway right-of-way. Contact Cross Connection at 289-3439 for more information.

**Fire Protection:** The instantaneous fire flow requirements for the subject property were not submitted in the request for availability; therefore, this statement may not be complete and/or valid at the time of future construction. All new required hydrants as well as their exact locations must be determined through the Bernalillo County 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. 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 Bernalillo County Department of Public Works and Water Authority 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:** When metered water service becomes available to this site, the Water Authority is ready, willing, and able to provide the maximum annual requirement for the subject subdivision/project for a period of at least 70 years as required by the Bernalillo County Subdivision Ordinance. However, the Water Authority is also committed to meeting water conservation goals and requirements. Accordingly, all new development utilizing Water Authority services are subject to the requirements for water usage and water conservation requirements as defined by the Water Authority. Where available, outdoor water usage shall utilize reclaimed water. 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 Ordinance (O-07-13), Water Conservation Large Users Ordinance and Water Conservation Water by Request Ordinance.

**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 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.

Mr. Jeffrey Johns  
US Fish and Wildlife Service  
September 6, 2016  
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Please feel free to contact the Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,



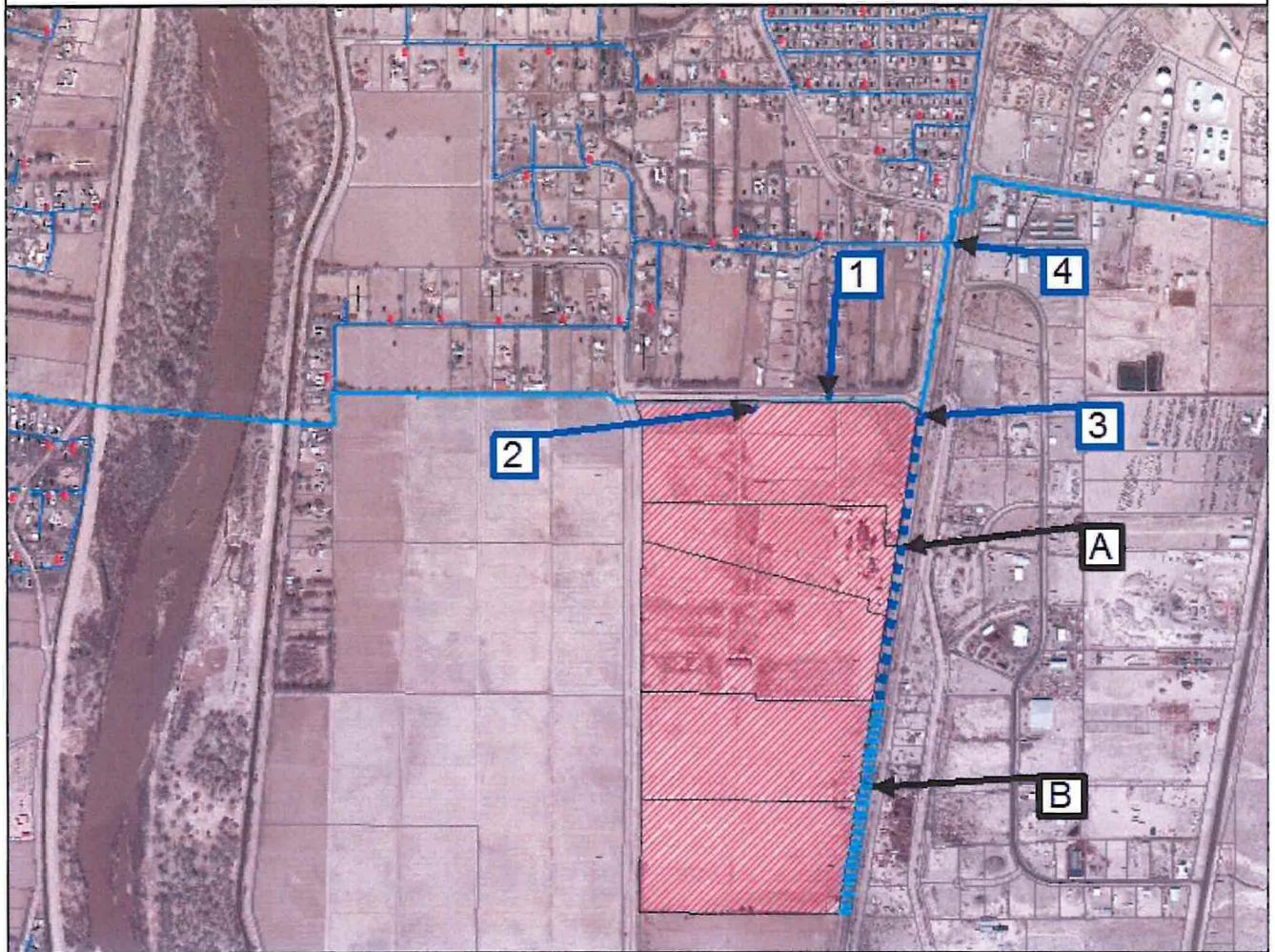
Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps (2)

f/ Serviceability 160517



# Statement Number #160517



## Legend

Site Location

## WATER.WATER\_PIPE

<all other values>

## SUBTYPE

Distribution Main

Drain Line

Hydrant Leg

In Zone Transmission

Out Zone Transmission

SJC Transmission

Sleeve

Well Collector Line

Well Wash Line

0 2,800 5,600 Feet



## --- Water Infrastructure Map Keyed Notes:

1. --- 36" Concrete Cylinder Transmission Main

2. --- 8" PVC Stub

3. --- 10" PVC Stub

4. --- 16" AC Stub

## --- General Keyed Notes:

A. --- 10" Proposed Distribution Main

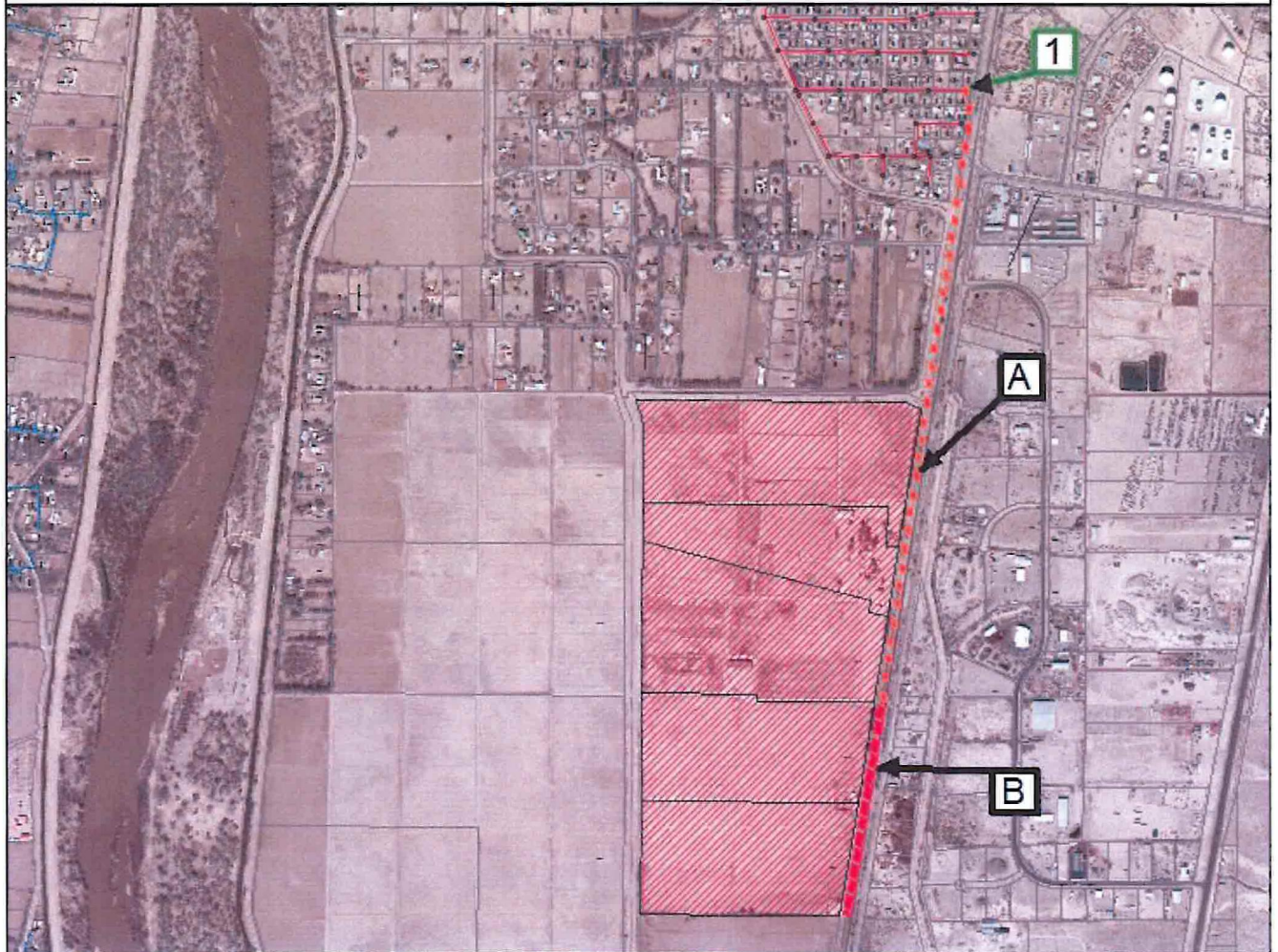
B. --- Waterline extension to be required by development agreement



Water Utility  
Authority



## Statement Number #160517



### Legend

Site Location

### Sewer Pipe

— <all other values>

### SUBTYPE

— COLLECTOR

--- FORCE MAIN

— INTERCEPTOR

— VACUUM LINE

0 2,800 5,600 Feet



--- Sanitary Sewer Infrastructure Map Keyed Notes:

1. --- 8" PVC Collector Line

--- General Keyed Notes:

A. --- Proposed Sanitary Sewer Collector Line

B. --- Sanitary Sewer line extension to be required by development agreement