



Meeting Date: October 21, 2020
Staff Contact: Elizabeth Anderson, Chief Planning Officer

TITLE: R-20-24 – Authorizing an Agreement for Water and Sewer Service for Paradise North

ACTION: Introduction October 21, 2020; Final Action December 9, 2020

SUMMARY:

The proposed development is a mixed use, consisting of multi-family residential and commercial uses. The proposed development is located at the southeast corner of McMahon Blvd. and Unser Blvd., within the City of Albuquerque but outside of the Water Authority's Adopted Service Area.

The property lies within Pressure Zone 3W in the Corrales Trunk.

Water and wastewater service are contingent on the developer extending public waterlines and sanitary sewer from 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-20-24

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR**
3 **PARADISE NORTH**

4 WHEREAS, Holly Partners LLC is the developer and owner of real property to be
5 developed as a mixed use, consisting of multi-family residential and commercial uses,
6 located in Tract 20A-1 Vacation Amended Plat & Replat of Paradise North near the
7 southeast corner of McMahon Blvd. and Unser Blvd. within the City of Albuquerque; 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 area
13 will incur no net expense to the Water Authority and be subject to provisions of relevant
14 updated planning documents as approved by the City and/or County; and

15 BE IT RESOLVED BY THE WATER AUTHORITY:

16 Section 1. Holly Partners LLC will obtain all permits, assurances, and approvals
17 from the Water Authority and the City of Albuquerque development/design review
18 process. 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. Holly Partners LLC will be responsible for close coordination of the
24 project with the Water Authority during the design and construction phases, including the
25 review of the design details during the design process, and the approval of specifications
26 and contract documents.

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

DEVELOPMENT AGREEMENT PARADISE NORTH

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

1. Recitals

- A.** Holly Partners, LLC is the “Developer” and owner of certain real property located in Tract 20A-1 Vacation Amended Plat & Replat of Paradise North (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The property is currently one (1) 19-acre tract of land but will be subdivided into nine (9) separate lots for residential and commercial uses. The Property is located in the former New Mexico Utilities, Inc. (“NMUI”) service area, outside the Water Authority’s currently adopted Water Service Area.
- B.** The Property will develop as a mixed-use development for nine (9) separate lots. One (1) lot will consist of 8.94 acres for a multi-family residential use while the remaining eight (8) lots range from 0.792 acres to 2.464 acres for commercial uses.
- C.** The Property is described as: Tract 20A-1 Vacation Amended Plat & Replat of Paradise North. The Property will be subdivided into nine (9) individual lots with future legal descriptions being Tracts 20A-1A Thru 20A-1I Paradise North.
- D.** The Property is located in Pressure Zone 3W of the Corrales Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, 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 B** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available

through water and sewer UEC (defined below in Section 3.B) reimbursements.

2. Design and Construction of the Facility Improvements

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not connect the Facility Improvements 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 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 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 DPM of the City and Section 14-16-5-4(G) of the City IDO, will be followed and used for the Facility Improvements.
- F. Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets installed/constructed or any other asset information required of the Water Authority.

3. Service

- A. The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
 - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
 - C. Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.
4. **Financial Guarantee** - For any Master Plan Infrastructure required to be constructed by Developer herein, the Developer shall provide a financial guarantee in the form of a property lien that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service.
5. **Termination.** If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
6. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may

purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.

- 7. Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.
- 8. Representations and Warranties of Developer.** The Developer represents and warrants that:
- A. Developer is a validly existing limited liability company under the laws of the State of New Mexico.
 - 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:

Holly Partners, LLC
Attn: Tushar Patel, President/CEO
4520 Lower Terrace Circle NE
Albuquerque, NM 87111

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**

By: _____
Mark S. Sanchez
Executive Director

Date: _____

**Developer
Holly Partners, LLC
a New Mexico limited liability
corporation**

By: _____
Tushar Patel
President/CEO

Date: _____

ACKNOWLEDGEMENTS

[illegible]

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

Notary Public

My Commission Expires:

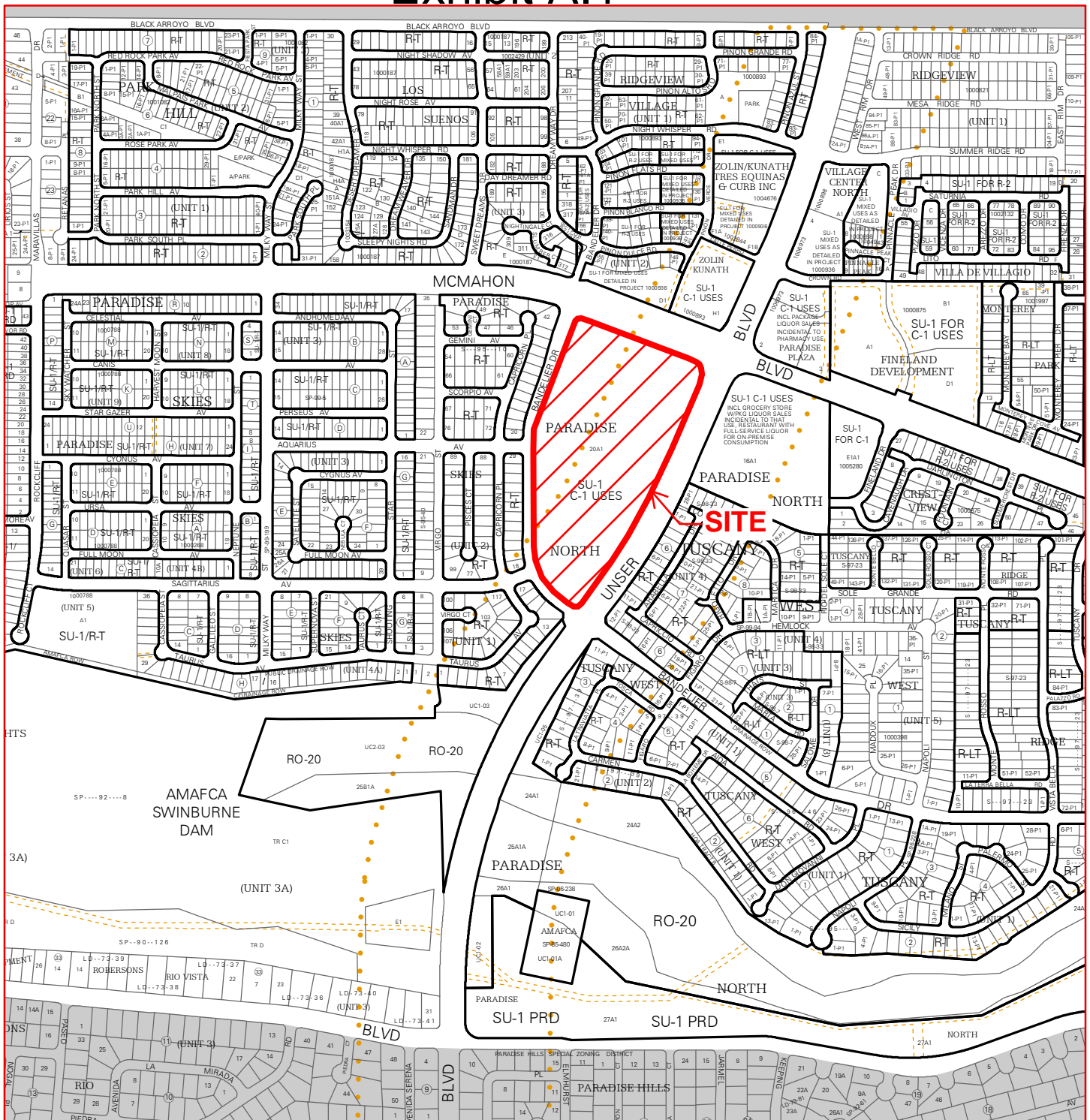
[illegible]

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.

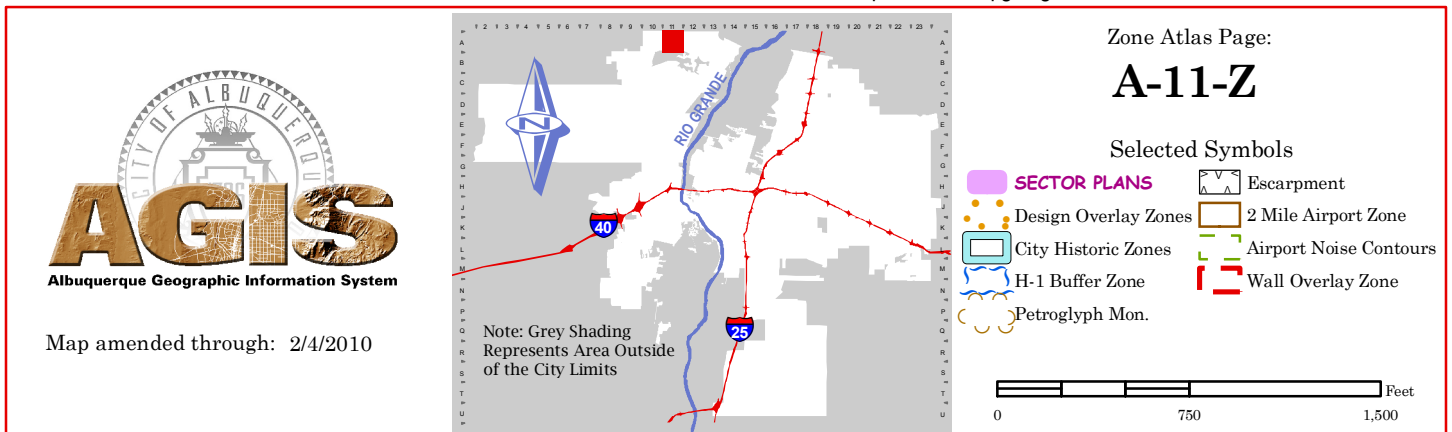
Notary Public

My Commission Expires:

Exhibit A.1



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



ALTA/NSPS Land Title Survey
of
Tract 20A-1, PARADISE NORTH
Section 2, T.11N., R.2E., N.M.P.M.
City of Albuquerque
Bernalillo County, New Mexico

AGRS STATION "9_A11"
NM STATE PLANE COORDINATES
N=1533206.142, E=1506571.019
CENTRAL ZONE (NAD 83)
G-G FACTOR: 0.999670857
MAPPING ANGLE: -01°15'30.20"
ELEVATION: 5301.65' NAVD88

TRACT 20A-1
19.0886 ACRES
(VACANT)

LEGAL DESCRIPTION
Tract numbered Twenty-A-One (20-A1) of Vacation and Amended Plat and Replat of
PARADISE NORTH, situate within the Town of Alameda Grant, City of Albuquerque,
Bernalillo County, New Mexico, as the same is shown and designated on the said Amended
Plat and Replat filed in the office of the County Clerk of Bernalillo County, New Mexico on
August 8, 1990, in Plat Book 90C, folio 182.

U.P.C. # 1-011-066-277-318-102-01

- NOTES:
- Distances shown hereon are horizontal ground distances in feet.
 - Bearings are based on the plat of Paradise North (Book 90C, Pg. 182), as monumented by found corners.
 - Record measurements are shown in parenthesis (), where record data differs from measured data.
 - Flood Note: The property shown hereon is located in Zone X, areas of minimal flood hazard, according to the Flood Insurance Rate Map of Bernalillo County, New Mexico, Panel No. 35001C0104H, effective date August 16, 2012.
 - According to the Albuquerque Integrated Development Ordinance, the subject property is zoned MX-L (Mixed Use-Low Intensity). The old zoning designation was SU-1 for C-1 uses. No zoning report was provided to this surveyor.
 - There is no observed evidence of current earth moving work, building construction or building additions.
 - Reference documents:
 - Fidelity National Title Insurance Company commitment No. SP000065962 dated December 19, 2019.
 - Plat of Paradise North, filed August 8, 1980 in Plat Book 90C, Page 182.

EASEMENTS per Schedule B, Part 2 of the title commitment No. SP000065962, dated Dec. 19, 2019 (Item #):

- Ten feet (10') Public Utility Easement reserved along all lot lines as shown on the plat recorded on August 8, 1990 in Plat Book 90C, Page 182.
AFFECTS SUBJECT PROPERTY, PLOTTED
- Storm Drainage Agreement recorded in Book A29, page 1736 as Document No. 2001153574, recorded in Book A30, page 991 as Document No. 2002000991.
AFFECTS SUBJECT PROPERTY, NOTHING PLOTTED
- Slope and Access Agreement recorded as Document No. 2008029570.
DOES NOT AFFECT SUBJECT PROPERTY, NOTHING PLOTTED

SURVEYOR'S CERTIFICATE:

To: Holly Partners, LLC
To: Washington Federal
To: Tres Esquinas Limited Company
To: Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 5, 6(a), 8, 11, 13 & 16 of Table A thereof. I further certify that this map or plat and the survey on which it is based were made in accordance with the Minimum Standards for Surveys in the State of New Mexico in effect at the time of this certification, and this plat and survey are true and correct to the best of my knowledge and belief. The field work was completed on December 15, 2019. Date of certification: December 23, 2019

Gary E. Gritsko
Gary E. Gritsko, N.M. Professional Surveyor No. 8686
Rev. 2/26/2020



SYMBOLS LEGEND

- ⊠ = TRAFFIC SIGNAL BOX
- ⊙ = TRAFFIC SIGNAL
- ☆ = LIGHT POLE
- ⦿ = POWER POLE
- OU— = OVERHEAD UTILITY LINE
- = ANCHOR
- ⊙ = SEWER MANHOLE
- ⊗ = WATER VALVE
- ⊠ = TELEPHONE RISER
- ⊗ = FIRE HYDRANT
- ⊠ = DROP INLET
- = TRAFFIC FLOW
- ⊙ = DRAINAGE MANHOLE
- ⊙ = WATER MANHOLE

MONUMENT LEGEND

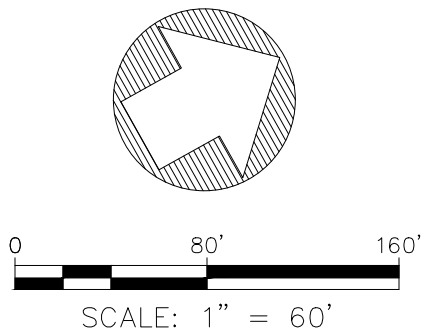
- △ - FOUND CONTROL STATION AS NOTED
- ⊙ - FOUND MONUMENT AS NOTED
- ⊙ - SET 1/2" REBAR W/YELLOW PLASTIC CAP STAMPED "G.GRITSKO PS8686" UNLESS OTHERWISE NOTED

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	55.73	35.00	91°13'52"	50.03	S64°44'40"W
C2	60.81	180.00	19°21'21"	60.52	N59°57'44"W
C3	62.07	65.00	54°42'41"	59.74	N22°55'58"W
C4	60.81	180.00	19°21'21"	60.52	N14°06'13"E
C5	598.28	2786.79	12°18'00"	597.11	N29°35'53"E
C6	54.98	35.00	90°00'00"	49.50	N81°04'53"E
C7	31.04	337.00	5°16'38"	31.03	S51°16'48"E
C8	318.89	375.25	48°41'26"	309.38	S24°17'46"E
C9	116.55	350.00	19°04'47"	116.01	S09°35'21"W

ALPHA PRO SURVEYING LLC
1436 32ND CIRCLE SE, RIO RANCHO, NEW MEXICO 87124
PHONE (505) 892-1076 ALPHAPROSURVEYING.COM
DRAWN BY: GG FILE NO.:19-347

SKETCH PLAT OF
TRACTS 20A-1A THRU 20A-1 INCLUSIVE
PARADISE NORTH
WITHIN THE TOWN OF ALAMEDA GRANT
PROJECTED SECTION 2, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY 2020

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	55.74	35.00	91°14'22"	S64°44'40"W	50.03
C2	60.81	180.00	19°21'22"	N59°57'44"W	60.52
C3	62.07	65.00	54°42'53"	N22°55'58"W	59.74
C4	60.81	180.00	19°21'22"	N14°06'13"E	60.52
C5	598.26	2786.79	12°18'00"	N29°55'53"E	597.11
C6	54.98	35.00	90°00'21"	N81°04'53"E	49.50
C7	31.04	337.00	5°16'39"	S51°16'48"E	31.03
C8	318.89	375.25	48°41'25"	S24°17'46"E	309.38
C9	116.55	350.00	19°04'45"	S09°35'21"W	116.01
C10	16.88	20.00	48°20'39"	N45°28'04"W	16.38
C11	15.74	20.00	45°05'03"	N01°14'47"E	15.33
C12	401.18	2786.79	8°14'54"	N27°54'20"E	400.84
C13	178.50	2786.79	3°40'12"	N33°51'52"E	178.47
C14	18.57	2786.79	0°22'55"	N35°53'26"E	18.57
C15	158.88	375.25	24°15'31"	S36°30'43"E	157.69
C16	160.01	375.25	24°25'54"	S12°10'00"E	158.80



USGS MONUMENT "LSS 103"
NM STATE PLANE COORDINATES (CENTRAL ZONE)
PUBLISHED DATA IN NAD 1983
Y=1530466.034 U.S. SURVEY FEET
X=1505019.995 U.S. SURVEY FEET
DELTA ALPHA= -0°15'40.72"
GROUND TO GRID FACTOR= 0.999671640
PUBLISHED DATA IN NAVD 1988
ELEVATION= 5295.137 U.S. SURVEY FEET

ACS MONUMENT "9-A11"
NM STATE PLANE COORDINATES (CENTRAL ZONE)
PUBLISHED DATA IN NAD 1983
Y=1533206.142 U.S. SURVEY FEET
X=1506571.019 U.S. SURVEY FEET
DELTA ALPHA= -0°15'30.20"
GROUND TO GRID FACTOR= 0.999670857
PUBLISHED DATA IN NAVD 1988
ELEVATION= 5301.647 U.S. SURVEY FEET



Fierro & Company
ENGINEERING | SURVEYING

6300 MONTANO ROAD, NW, SUITE C
ALBUQUERQUE, NM 87120
PH 505.352.8930
www.fierrocompany.com

Exhibit B

July 28, 2020

Chair

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Vice Chair

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Pat Davis

City of Albuquerque
Councilor, District 6

Trudy E. Jones

City of Albuquerque
Councilor, District 8

Timothy M. Keller

City of Albuquerque
Mayor

Charlene Pyskoty

County of Bernalillo
Commissioner, District 5

Steven Michael Quezada

County of Bernalillo
Commissioner, District 2

Ex-Officio Member

Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director

Mark S. Sanchez

Website

www.abcwua.org

Vinny Perea
Tierra West, LLC
5571 Midway Park Pl.
Albuquerque, New Mexico 87109

RE: Water and Sanitary Sewer Serviceability Letter #200525

Project Name: Unser and McMahon

Project Address: Unser Blvd. NW

**Legal Description: TRACT 20A-1 VACATION AMENDED PLAT & REPL OF
PARADISE NORTH SITUATED WITHIN THE TOWN OF ALMENDA GRANT
CONT 19.088 AC M/LOR 831,473 SQ FT M/L**

UPC: 101106627731810201

Zone Atlas Map: A-11

Dear Mr. Perea:

Project Description: The subject site is located on the southwest corner of the intersection of McMahon Blvd. and Unser Blvd within the City of Albuquerque. The property consists of approximately 19.09 acres and is currently zoned MX-L for mixed use. The property lies within the Pressure Zone 3W in the Corrales trunk. The request for information indicates plans to develop the site to accommodate nine separate lots with various uses, too include multi-family residential and commercial buildings.

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 Resource Charge: All developments located outside of the Water Authority's Adopted Service Area will be assessed a Water Resource Charge (WRC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WRC shall not be used for reimbursement of master planned facilities.

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

- 18 inch DIP transmission main (project #NMUI-008-90) along McMahon Blvd.
- 14 inch PVC distribution main (project #26-5279.90-97) along Bandelier Dr.
 - This distribution main transitions to a 12 inch PVC distribution main (project #26-5279.90-97) along the southwest border of the site.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-6830.82-04) along Pinon Verde Dr.
- Eight inch PVC collector line (project #26-5279.92-97) along Capricorn Pl.

Water Service: New metered water service to the property can be provided contingent upon a developer funded project to extend a public eight inch distribution main internal

to the site, within a dedicated public water and sanitary sewer easement, that loops with the distribution main along Bandelier Dr. at points adjacent to the northwest and southwest ends of the site. The proposed "Utility Plan", provided as supplemental information to the request, gave a good example of this alignment. All water infrastructure shall be along an alignment conducive to operation and maintenance. It should also be noted that the waterline within proposed lot 1 shall be considered private. Subsequently, each proposed lot may take service from the aforementioned extension but private loops to public infrastructure are prohibited unless proper backflow prevention devices are installed just downstream of the connection point and prior to any branching or splicing within the private system.

Existing metered service and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main and capping the line near the valve. For fire lines, the valve access shall be grouted, and collar removed. 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. From the proposed "Utility Plan" it is understood that a total of nine (9) hydrants are proposed. Those hydrants that are located within the public water and sanitary sewer easement and can benefit adjacent lots shall be considered public, all other instances involving hydrants for this project shall be considered private and painted safety orange.

Water service will only be sold in conjunction with sanitary sewer service.

Sanitary Sewer Service: Sanitary sewer service can be provided contingent upon a developer funded project to extend a public collector line internal to the site the length necessary to facilitate perpendicular service connections for each proposed lot. From the information provided, as supplemental information to the request, it is understood that the site intends to extend from the terminus of the existing collector line north of the intersection of Pinion Verde Dr. and McMahon Blvd. This extension is approved contingent upon confirmation that the proposed extension can cross perpendicular to the existing 36 in diameter storm drain, and all other existing utilities along McMahon Blvd. with adequate clearance and no conflicts. Should adequate clearance become problematic for the proposed extension, an alternative extension from existing infrastructure along Capricorn Pl. could be explored provided adequate slope and manhole depths can be obtained. Coordination with the Utility Development section of the Water Authority shall take place to explore this option should it become desired. 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.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 2000 gallons-per-minute and two (2) required hydrants (nine (9) hydrants are proposed). As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the desired fire flow from the approximate midpoint on the proposed distribution main internal to the site. 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. Please note that the engineer

designing the fire line is responsible for determining pressure losses and sizing of the private water 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 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 principle 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 289-3454 for more information. Any multi-family dwelling including a clubhouse and/or office is required to have a reduced pressure backflow prevention device for containment. If metered separately, the building that includes a clubhouse and/or office shall have a reduced pressure backflow prevention device. Contact Cross Connection at 289-3454 for more information.

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 standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

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

Design and Construction 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.

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. Mixed use development which consists of either commercial, institutional, industrial in combination with multi-family shall provide separate meters for each use. There is a section in the Rate Ordinance for low income housing developments that may provide a discount on UECs which will require documentation as required by the Water Authority, stating that the development does indeed qualify as a low income development. 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.

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 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, a Board 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.

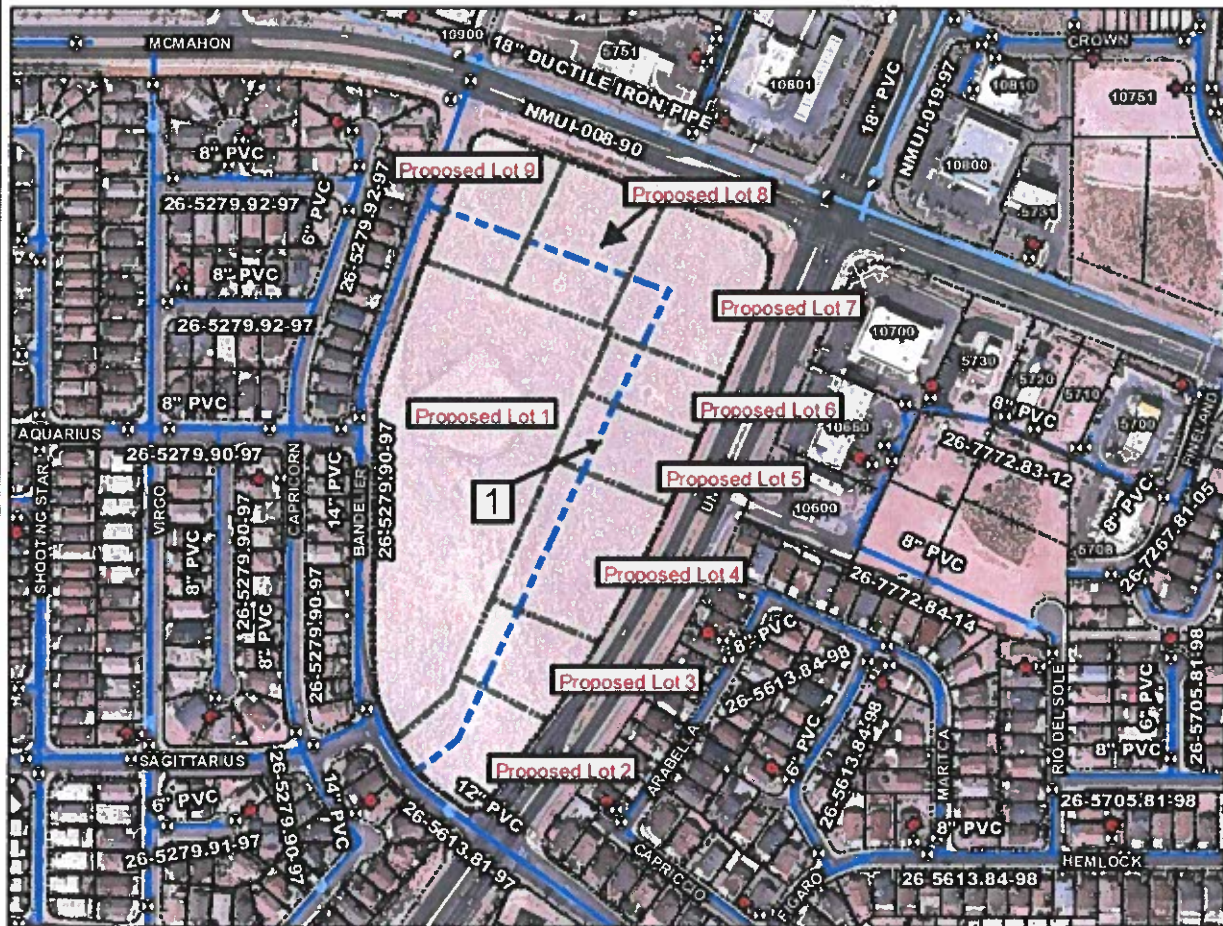
Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
f/ Serviceability Letter 200525

200525 - Water



0 650 1,300 Feet



Water Pipes

- WUA Distribution Main
- WUA Hydrant Leg
- WUA In Zone Transmission

--- Proposed Water Line

 Proposed Lots

1 -- Analysis Point

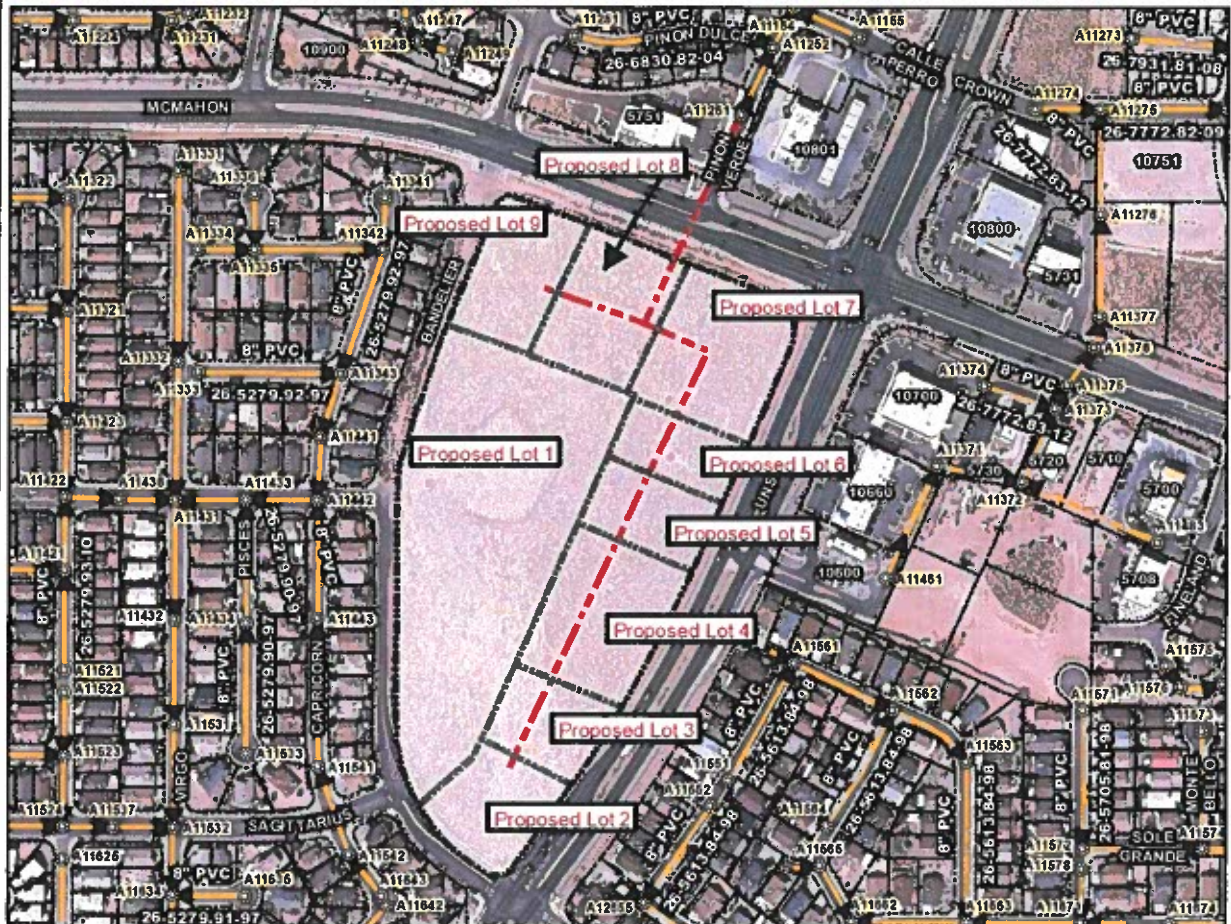
Water Valves

- Air Release
- ◊ Butterfly
- ⊗ Gate Valve

Water Hydrants

- + Standard Hydrant

200525 - Sanitary Sewer



0 650 1,300 Feet



Wastewater Pipes

—▶ WUA Collectors

Wastewater Manholes

● WUA Manholes

--- Proposed Extension

□ Proposed Lots