
Meeting Date: May 19, 2021

Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: R-21-10 – Authorizing an Agreement for Water and Sewer for Ventana Square at Ventana Ranch

ACTION: Recommend Approval

SUMMARY:

The development is located at the northeast corner of Paseo del Norte and Universe Boulevard within the City Limits and outside the adopted service area. The project consists of four individual building lots. The project is to include commercial properties, including restaurants and a retail store.

The property lies within Pressure Zone 4W in the Corrales Trunk.

Water and wastewater service are contingent on the Developer constructing internal distribution and collector lines that tie to the existing infrastructure proximate to the property.

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

FISCAL IMPACT:

None.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-21-10

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR**
3 **VENTANA SQUARE AT VENTANA RANCH**

4 WHEREAS, Diamond Tail Realty, LLC, is the developer and owner of real
5 property to be developed as four individual building lots to include commercial
6 properties, including restaurants and a retail store, located near the northeast corner of
7 Paseo del Norte and Universe Boulevard within the City of Albuquerque but outside of
8 the Water Authority's Adopted Service Area; and

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

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

16 BE IT RESOLVED BY THE WATER AUTHORITY:

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

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

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

Section 4. The Executive Director is authorized to enter into the agreement with Diamond Tail Realty, LLC for the provision of water and sewer service.

DEVELOPMENT AGREEMENT VENTANA SQUARE

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

1. Recitals

- A. Diamond Tail Realty, LLC is the “Developer” and owner of certain real property located in Ventana Square at Ventana Ranch (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B. The Property will develop as commercial development with food service establishments.
- C. The Property is described as: existing Tracts H-7, H-8, H-10, and H-11, Ventana Square at Ventana Ranch and future Tracts H-7A, H-8A, H-10, AND H-11, Ventana Square at Ventana Ranch.
- D. The Property is located in Pressure Zone 4W 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 expansion of the existing water system to serve the Property will require additional arsenic treatment capacity, in addition to the Facility Improvements detailed in the Serviceability Letter. As such, the Property will be assessed a Facility Fee that reflects its proportional costs of the required additional system capacities.
- G. The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available

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

2. Design and Construction of the Facility Improvements

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not 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. The Developer shall pay a Facility Fee to the Water Authority in the amount of \$10,582. This fee reflects the proportional costs associated with the increase of arsenic removal water treatment associated with providing potable water service to the Property. Facility Fees are in lieu of a developer requirement to build the entire Master Plan Infrastructure. No utility services will be sold to the Property until the Facility Fee is paid in whole. As the expansion of system capacity is classified as Master Plan Facility Improvements, this Facility Fee is reimbursable by the **Water** UEC's collected as services are established within the Property. The UEC reimbursements will total no more than the Facility Fee amount. The Developer may not receive 100% reimbursement of the Facility Fee as the UECs generated from the development may be less than the Facility Fee. Reimbursement will be on a Calendar Year basis. The Reimbursement request must be initiated by the Developer or its successor. A detail of the Facility Fee calculation is provided in **Exhibit C**.
- D. 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:

Diamond Tail Realty, LLC
Attn: Thomas D. Gowney
20 Fall Phippen Lane, Suite 203
Asheville, NC, 28803

- 10. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 11. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
- 12. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.
- 13. Approval.** This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

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

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

**Albuquerque Bernalillo County
Water Utility Authority**

Developer
Diamond Tail Realty, a New Mexico
limited liability corporation

By: _____
Mark S. Sanchez
Executive Director

By: _____
Thomas D. Growney
Managing Member

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:

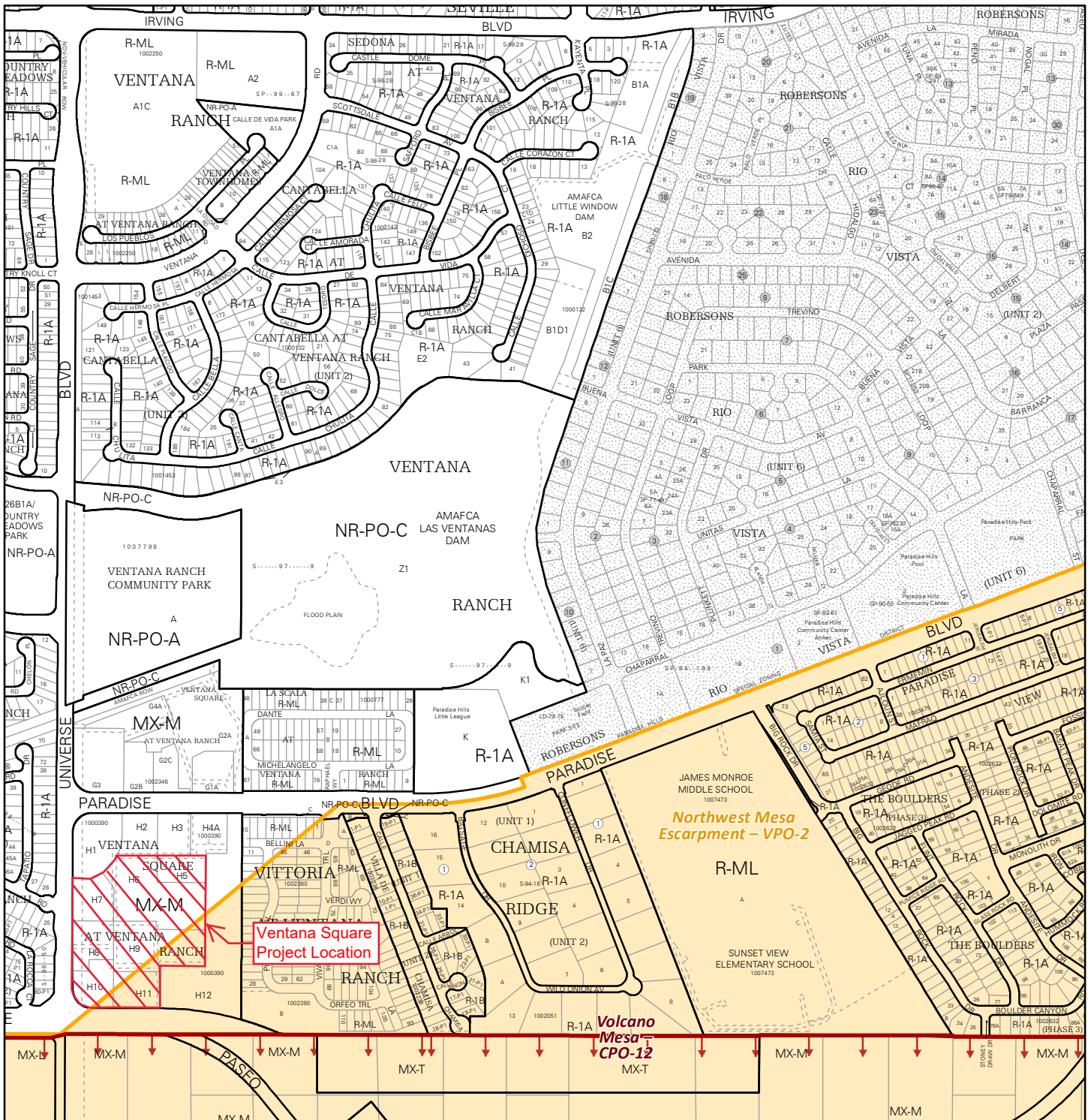
[illegible]

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

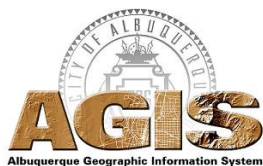
My Commission Expires:

Exhibit A.1

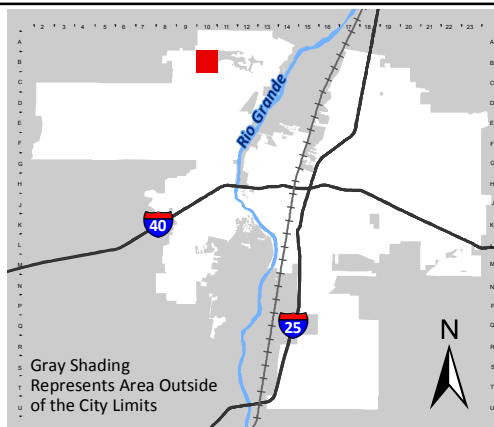


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



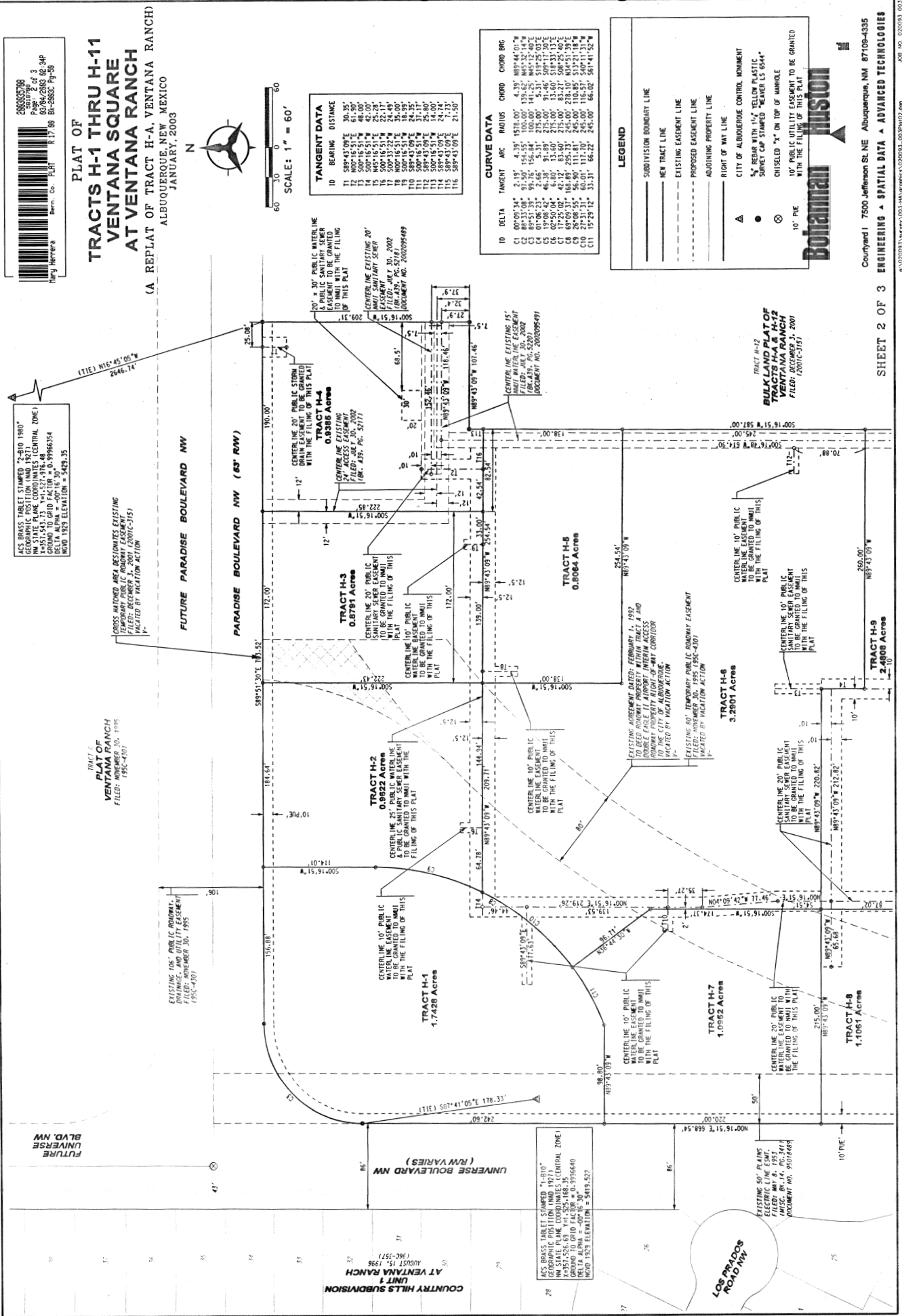
IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page: B-10-Z

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

0 250 500 1,000 Feet



any Herrera
Bern. Co. PLRT R 17.06
BX-2063C Pg-56
92/04/2063 02:
Page: 3 of 3
2003035708
seize

**PLAT OF
TRACTS H-1 THRU H-11
VENTANA SQUARE
AT VENTANA RANCH
A REPLAT OF TRACT H-A, VENTANA RANCH
ALBUQUERQUE, NEW MEXICO
JANUARY, 2003**



SCALE: 1" = 60'

LEGEND

- | | |
|----------------------------|--|
| _____ | SUBDIVISION BOUNDARY LINE |
| _____ | NEW TRACT LINE |
| _____ | EXISTING EASEMENT LINE |
| ----- | PROPOSED EASEMENT LINE |
| ----- | ADJOINING PROPERTY LINE |
| _____ | CITY OF MAYO LINE |
| Δ | CITY OF ALBUQUERQUE CONTROL |
| 1/4" READ WITH 1/4" YELLOW | |
| ● | SOURCE OF STORMED WATER |
| ⊗ | CHISELED "X" ON TOP OF MANHOLE |
| 10' DE | 10' PUBLIC UTILITY EASEMENT WITH THE FILING OF THIS PLAN |

CURVE DATA

	IO	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	00°05'34"	2.19	4.39'	1578.00'	4.39'	N89°44'01"W	
C2	88°31'08"	97.50	154.55'	100.00'	1336.62'	N45°32'14"W	
C3	89°00'00"	100.00	160.94'	100.00'	1414.21'	N45°00'00"W	
C4	89°00'00"	97.56	154.31'	210.00'	1415.35'	N45°00'00"W	
C5	89°00'00"	97.56	154.31'	210.00'	1415.35'	N45°00'00"W	
C6	10°50'42"	46.38	91.25'	91.46'	91.46'	S107°33'02"E	
C7	09°00'00"	6.80	13.60'	275.00'	13.60'	S118°33'13"E	
C8	02°05'32"	168.83	295.73'	275.00'	83.21'	N08°52'40"E	
C9	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C10	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C11	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C12	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C13	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C14	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C15	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C16	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C17	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C18	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C19	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C20	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C21	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C22	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C23	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C24	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C25	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C26	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C27	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C28	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C29	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C30	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C31	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C32	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C33	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C34	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C35	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C36	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C37	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C38	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C39	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C40	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C41	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C42	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C43	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C44	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C45	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C46	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	
C47	67°59'31"	62.92	125.13'	245.00'	278.10'	N44°51'45"E	

ANGENT DATA

	10	BEARING	TANGENT	DISTANCE
T1	S89°43'09"E	30.35'		
T2	S00°16'51"W	61.90'		
T3	S00°16'51"W	48.00'		
T4	S00°16'51"W	42.00'		
T5	N45°16'51"E	25.28'		
T6	S00°16'51"W	22.17'		
T7	S00°33'22"W	24.49'		
T8	S00°16'51"W	35.00'		
T9	S00°16'51"W	18.99'		
T10	S89°43'09"E	24.35'		
T11	S00°16'51"W	37.17'		
T12	S89°43'09"E	25.80'		
T13	S00°16'51"W	14.00'		
T14	S89°43'09"E	24.74'		
T15	S89°43'09"E	7.73'		
T16	S89°43'09"E	21.50'		

Bergman History

Courtyard I 7500 Jefferson St NE Albuquerque NM 87109-4335

SHEET 3 OF 3

004 140 020093 003

600 RECORDS FOR 600

Exhibit B

January 19, 2021

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

David Thompson
Thompson Engineering Consultants, Inc.
P.O. Box 65760
Albuquerque, NM 87193

RE: Water and Sanitary Sewer Serviceability Letter #201204

Project Name: Tracts H-7A, H-8A, H-10, & H-11

Project Address: 9500 Universe NW

**Legal Description: TR H-7; TR H-8; TR H-10 and TR H-11 PLAT OF TRACTS
H-1 THRU H-11 VENTANA SQUARE ATVENTANA**

**UPC:101006501607230610;101006501605030611; 101006501702830612;
101006503902630602**

Zone Atlas Map: B-10

Dear Mr. Thompson:

Project Description: The subject sites are located on the northeast corner of the intersection of Paseo Del Norte and Universe Blvd. within the City of Albuquerque. The proposed development consists of approximately +/- 4.3 acres and the property is currently zoned MX-M for Mixed-Use Moderate Intensity use. The property lies within the Pressure Zone 4W in the Corrales trunk. The request for information indicates plans to develop four (4) commercial tracts at the Ventana Square. The proposed developments consist of a coffee shop with drive-thru lane, two restaurants with drive-thru lanes and a retail shop.

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:

- 12 inch PVC distribution main (Pressure Zone 4W, project #26-5975.81-10) along Universe Blvd.
- Eight inch PVC distribution main (Pressure Zone 4W, project #NMUI-052-03) along public water easement
- Eight inch PVC distribution main (Pressure Zone 4W, project #NMUI-052-03) along public water easement
- 12 inch PVC transmission main (Pressure Zone 4w, project #26-5975.81-10) along Paseo Del Norte

Exhibit B

Mr. David Thompson
Thompson Engineering Consultants, Inc.
January 19, 2021
Page 2

- 12 inch PVC distribution main (Pressure Zone 3W, project #26-6709.81-02) along Universe Blvd.
- Eight inch PVC distribution main (Pressure Zone 4W, project #No Record) along public water easement

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC Abandoned force main line (project #26-7300.70-16) along Universe Blvd.
- Eight inch PVC collector line (project #NMUI-052-03) along the south side of Paradise Blvd. within the public easement

Water Service: New metered water service to the following tracts H-7 and H-8 can be provided via routine connection to the existing eight inch distribution main along the public water easement.

New metered water service to the following tracts H-10 and H-11 can be provided contingent upon a developer funded project to extend a new eight inch distribution main along the public water easement north of the proposed sites. The new distribution main shall loop into the existing eight inch distribution main along tract H-12.

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

Sanitary Sewer Service: New sanitary sewer service can be provided contingent upon a developer funded project to extend a new collector line along the existing public sanitary sewer easement. The extension shall start at tract H-7 and proceed to the newly discovered stub-out. After a field verification it was found that there is an existing stub-out that runs along the south east frontage of tract H-11 and discharges into manhole B10913 on Puccini Trail.

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 2,250 gallons-per-minute and two (2) fire hydrants. As modeled using InfoWater™ computer software, the fire flow can be met. An analysis test was analyzed at the two existing fire hydrant #251 and #293 with a proposed looped waterline along the public water easement. The required fire flow was split up and the analysis test were ran concurrently.

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.

Exhibit B

Mr. David Thompson
Thompson Engineering Consultants, Inc.
January 19, 2021
Page 3

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.

Pretreatment: If the development is for industrial use, and if either of the following apply, then contact the Industrial Pretreatment Engineer at (505) 289-3439 or pretreatment@abcwua.org:

- 1) The industry falls under one or more EPA categories found in Title 40 Code of Federal Regulations Parts 400-699, or
- 2) The industry plans to discharge more than 25,000 gallons of wastewater per day.

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 City of Albuquerque via the Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and bonded public utility contractor.

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.

Exhibit B

Mr. David Thompson
Thompson Engineering Consultants, Inc.
January 19, 2021
Page 4

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,

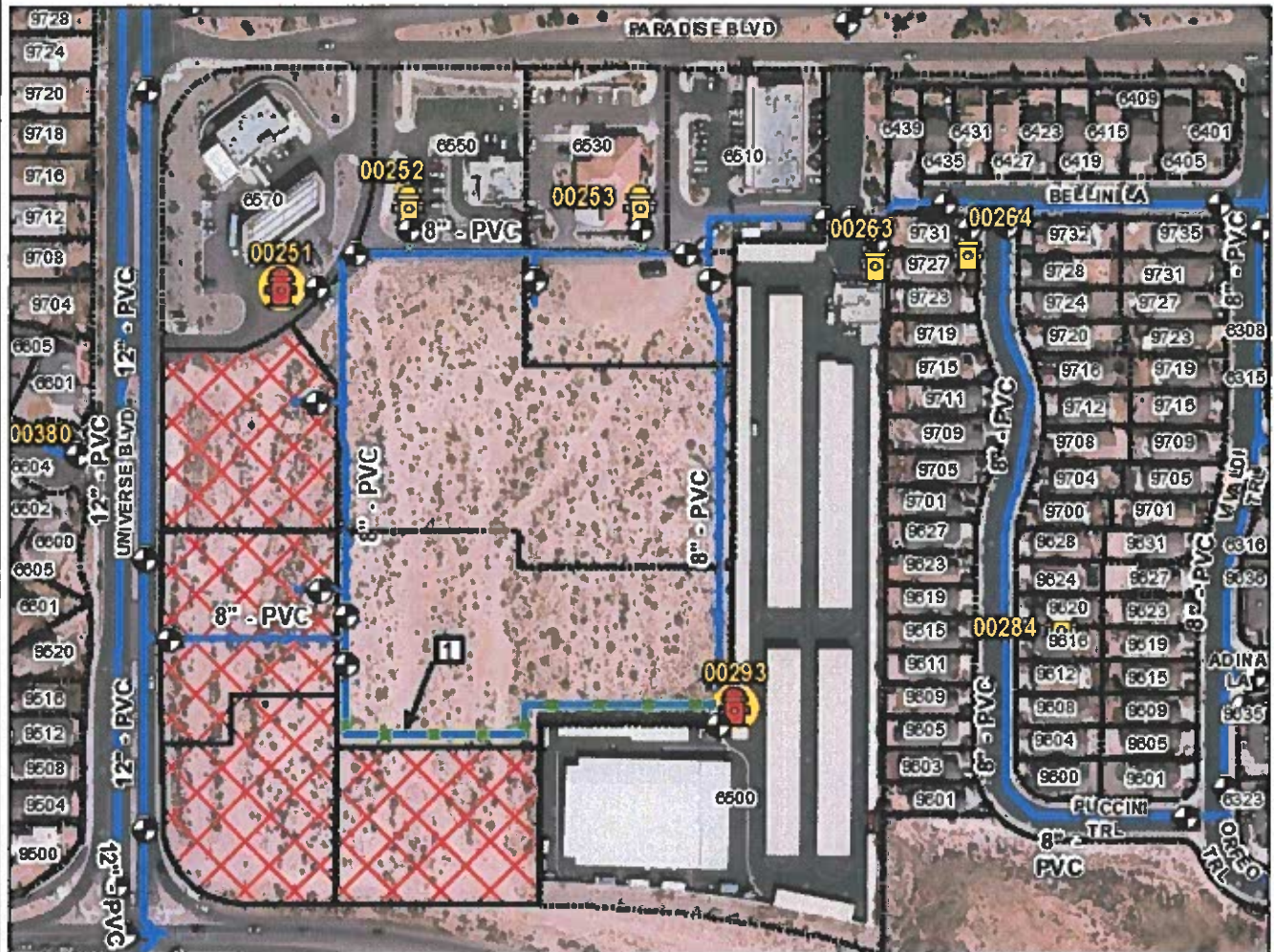


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
f/ Serviceability Letter 201204

Exhibit B

201204 - Water



Legend

Project Location

Valve

Analysis Point

Hydrant

Pipe

SUBTYPE

Distribution Line

Hydrant Leg

0 400 800 Feet



-- General Map Keyed Notes

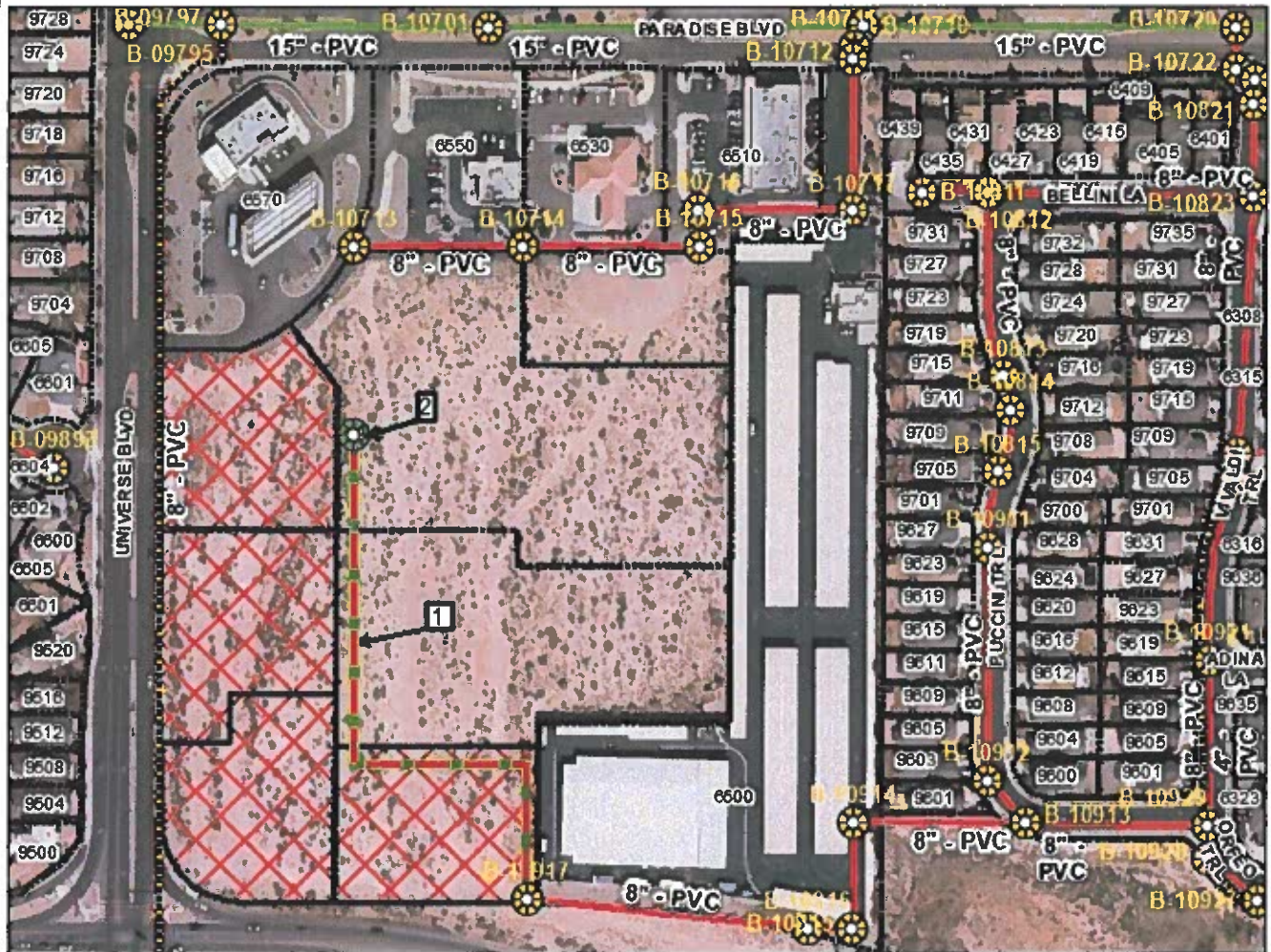
1. --- Proposed Waterline Extension



Water Utility
Authority

Exhibit B

201204 - Sanitary Sewer



Legend

Project Location

Sewer Manhole

Sewer Pipe SUBTYPE

COLLECTOR

FORCE MAIN

INTERCEPTOR

ABANDONED

0 400 800 Feet

--- General Map Keyed Notes

1. --- Proposed Sewer Extension

2. --- Proposed Sewer Manhole



Water Utility
Authority

				Exhibit C				
				Facility Fee Calculation				
Development: Ventana Square at Ventana Ranch 4W								
	Trunk: Corrales							
	Proposed Project to be Funded:							
	Proposed Projects to be Funded:							
	1. Arsenic Removal Treatment of CRL Well 5 Water at CRL Res 1 Site							
				Estimated Construction Cost (\$)	=	1,673,400		
				Estimated Engineering, Contingency, & Indirect Costs @ 30%	=	502,020		
				Estimated Total Project Cost	=	\$ 2,175,420		
	Estimated Share of Projects to Serve Ventana Square at Ventana Ranch 4W:							
				Estimated "Maximum Day" Water Use (gal)	=	15,410	Per estimate letter	
	Project 1: Arsenic Treatment at Corrales Reservoir 1 Site							
				Calculated Peak Day Water Production from As WTP (gal)	=	3,168,000	2,200 gpm for CRL Well 5	
	Ventana Square at Ventana Ranch 5W Development Proportion of Production Capacity				=	0.0049	Based on "Maximum Day" demand	
				Ventana Square at Ventana Ranch 4W Share of Project Cost	=	\$10,582		
Notes:								
	1. Capital cost estimate from Table 5 of Technical Memorandum No. 1 of the Arsenic Treatment Relocation from MDC and SWRP Project							
	prepared by CDM Smith dated January 30, 2015)							