

**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## Memorandum

**Date:** January 12, 2016  
**To:** Board of County Commissioners  
**From:** Tony Flores, Deputy County Manager  
**Subject:** Ratification of Letter of Support for the Santa Fe Community Housing Trust's Grant Application

---

### **Background and Summary:**

The Santa Fe Community Housing Trust submitted a request to Santa Fe County for a letter of Support, which was to be included as part of their application to the Wells Fargo Foundation/NFWF, "Environmental Solutions for Communities" Grant program.

The project is based upon creating healthful indoor environments with tenant well-being and quality of life as a dominant focus in their multi-family development.

Based upon the timing for the submission of the application and the fact the Board of County Commission only had one administrative meeting in December of 2015, the County Manager submitted a letter of support on behalf of Santa Fe County.

### **Recommendation:**

Staff is recommending that the Board of County Commission ratifies the letter of support.

### **Exhibit:**

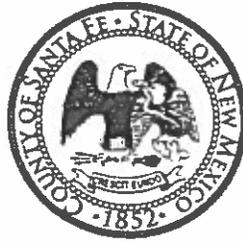
A – Letter of Support



**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

Wells Fargo Foundation/NFWF  
"Environmental Solutions for Communities"  
Grant Application Committee  
1133 Fifteenth St., NW, Suite 1100  
Washington, DC 20005

To All Concerned Parties:

Santa Fe County wholeheartedly offers support for the Santa Fe Community Housing Trust and its involvement in the Soleras Station project, a much needed multifamily Low Income Housing Tax Credit (LIHTC) community. Pulte Homes of New Mexico, Inc. is sponsoring The Housing Trust in the design development of Soleras Station, an 87 unit apartment community to be constructed on 4.5 acres that Pulte is donating for the project. We applaud The Housing Trust for opting to participate in the innovative multifamily pilot project of the WELL Building Program and look forward to seeing other organizations utilize the results from this undertaking in future low income housing development endeavors.

For more than two decades, The Housing Trust, a greatly respected local community development nonprofit, has worked to assist low to moderate income individuals as well as people transitioning from homelessness gain access to safe, affordable housing. As leaders in developing high-quality, green-built affordable single family homes to their more recent entrance into LIHTC multifamily housing development, The Housing Trust has consistently demonstrated steadfast dedication to addressing the real-time housing needs of our community. Their previous award-winning development projects, such as the ElderGrace cohousing community and Village Sage and Stage Coach low-income multifamily housing developments, stand as testimonials to their ability to craft cutting edge, demand-based community living projects at a low building cost without compromising innovative design and technology.

We commend The Housing Trust for spearheading the movement in New Mexico towards assisting in the standardization of healthful indoor environments created with tenant well-being and quality of life as a dominant focus in multifamily communities. We relish the opportunity to employ the project's outcomes for future utilization in our land-use actions.

I ask you to give full consideration to The Housing Trust's application and fund this noteworthy project.

Sincerely,

Katherine Miller, Manager  
Santa Fe County









**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Date:** December 29, 2015  
**To:** Board of County Commissioners  
**From:** Paul Olafson, CDBG Project Manager - Community Planner  
Tony Flores, Deputy County Manager  
**Via:** Katherine Miller, County Manager

---

**Item:** REQUEST APPROVAL OF A JOINT POWERS AGREEMENT BETWEEN SANTA FE COUNTY AND THE GREATER GLORIETA COMMUNITY REGIONAL MUTUAL DOMESTIC WATER CONSUMERS AND SEWAGE WORKS ASSOCIATION CONCERNING IMPROVEMENTS TO THE ASSOCIATION'S WATER UTILITY SYSTEM

---

**BACKGROUND and SUMMARY:**

Santa Fe County received a Community Development Block Grant (CDBG) to provide financial assistance for the construction of a water line which connects the Glorieta Estates with the Village of Glorieta, via the GGCRMDWCSWA water system.

The attached Joint Powers Agreement (JPA) provides a mechanism for the County and GGCRMDWCSWA to complete the closeout of the CDBG project and clarifies the shared ownership of the constructed infrastructure, based on the proportion of funds both entities were able to provide for the project and requires that GGCRMDWCSWA will operate and maintain the waterline and related facilities.

**ACTION REQUESTED:**

Staff is requesting that the Board of County Commission approve the Joint Powers Agreement between Santa Fe County and The Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association.

**EXHIBITS:**

A – Draft Joint Powers Agreement



**JOINT POWERS AGREEMENT  
BETWEEN SANTA FE COUNTY  
AND  
THE GREATER GLORIETA COMMUNITY REGIONAL  
MUTUAL DOMESTIC WATER CONSUMERS AND  
SEWAGE WORKS ASSOCIATION  
CONCERNING IMPROVEMENTS TO THE ASSOCIATION'S  
WATER UTILITY SYSTEM**

Pursuant to the New Mexico Joint Powers Agreements Act, NMSA 1978, Chapter 11, Article 1, this Joint Powers Agreement ("Agreement") is made and entered into as of the day it is approved by the Secretary of Finance and Administration by and between the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as the "County"), a political subdivision of the State of New Mexico, and the Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association (hereinafter referred to as the "Association"), a political subdivision of the State of New Mexico organized under the Sanitary Projects Act, NMSA 1978, §§ 3-29-1 through 3-29-21.

**RECITALS**

**WHEREAS**, the Association was incorporated as a domestic nonprofit in 2010 and commenced active water utility operations in 2012 by the merger of three former mutual domestics: Glorieta Estates Mutual Domestic Water Consumers Association, Glorieta Water Users Association, and East Glorieta Mutual Domestic Water Consumers Association. The three mutual domestics merged into the Association; and

**WHEREAS**, the purpose of the Association is to improve the public health of the residents of the community of Glorieta and the greater Glorieta region through the acquisition, construction and improvement of water supply reuse, storm drainage and wastewater facilities; and

**WHEREAS**, in 2012, the Association secured \$368,282.00 in funds from the Water Trust Board ("WTB Funds") for improvements to the infrastructure of the Association's water system. Also in 2012, the County, on behalf of the Association, applied for and received a Community Development Block Grant ("CDBG") from the State of New Mexico in the amount of \$424,759.00 to assist the Association with the completion of improvements to the Association's water utility system; and

**WHEREAS**, the County and the Association entered into a Joint Powers Agreement, dated April 11, 2013 ("2013 JPA"), wherein the County and Association agreed to expend the WTB Funds and CDBG funds to complete construction of improvements to the Association's water utility system. Through a Limited Assignment of Contract, attached to the 2013 JPA as



Exhibit A (“Limited Assignment”), the Association assigned, with exceptions, its engineering contract with engineer HDR Engineering, Inc. to the County; and

**WHEREAS**, the 2013 JPA does not appear to have ever been signed by the Secretary of Finance and Administration, although it was signed by an employee of the Local Government Division (LGD) of the New Mexico Department of Finance and Administration; and

**WHEREAS**, in 2014, a Certificate of Substantial Completion was issued for the improvements that were the subject of the 2013 JPA, and the WTB Funds and CDBG funds were expended on design engineering and construction costs in conformity with the terms and conditions of these funding sources; and

**WHEREAS**, it is necessary for the parties to enter into this Agreement that will supersede the 2013 JPA to provide for the duties and responsibilities of the County and the Association for the ownership, operation and maintenance of the water system improvements; and

**WHEREAS**, the County and the Association are authorized by law to enter into this Agreement, and the common power to be exercised is to own, operate and maintain a public water utility system, pursuant to the Sanitary Projects Act and NMSA, § 4-36-10(A), § 4-37-1, and Chapter 3, Article 26 and Article 7.

### **AGREEMENT**

**NOW THEREFORE**, the County and the Association mutually agree as follows:

#### Article 1

#### General Purpose of Agreement

1.1. This Agreement is intended to and does replace and supersede the 2013 JPA and re-assign to the Association the rights and duties under the contract with HDR Engineering, Inc., as described in the Limited Assignment of the 2013 JPA . The purpose of this Agreement is to state the agreement and understanding of the parties for the ownership and responsibilities for operation and maintenance of the improved water utility system that serves the Village of Glorieta and the greater Glorieta region. The improvements completed pursuant to the 2013 JPA and whose operation and maintenance are provided for in this Agreement are collectively referred to as the “Improvements. The Improvements are generally described as follows:

1. Approximately 4,300 lineal feet of new 8” waterline, fittings and joint restraints;
2. Gate valves;
3. Fire hydrants;
4. Connections to the pre-existing waterline system;

5. 103 service connections including water meters and meter boxes equipped for remote meter reading;
6. Automated/remote water meter reading hardware and software.

Construction was completed along Avenida Ponderosa in the unincorporated community of Glorieta to connect the portion of the Association's water utility system serving Glorieta Estates to the portion of the Association's water utility system serving the central portion of the unincorporated community of Glorieta. The Improvements were constructed and installed in accordance with the engineering design prepared by HDR Engineering, Inc.

The Improvements and other work undertaken by the Association with WTB Funds resulted in improved water service for 103 households within the Association's service area; improved water quality for the Association's entire water utility system; improved water quality with the replacement of radium contaminated well; installation of three new fire hydrants and improved fire protection capacity; improved service connections and documentation of service connection locations; and enhanced metering capability for the Association's water utility system.

## Article 2

### Ownership and Maintenance of the Improvements; Re-Assignment

The County and Association agree that the Improvements and purposes that were the subject of the 2013 JPA and the Limited Assignment are complete. The purposes of this Agreement are to provide for the ownership, operation and maintenance of the Improvements as between the parties, and to re-assign to the Association all the rights, duties and obligations that were assigned to the County in the Limited Assignment.

2.1 The Improvements shall be owned jointly by the Association and the County. The ownership interest of each party shall be determined by the amount of each party's financial contributions to the total cost of design and construction of the Improvements and associated components. Contributions to the total cost shall include engineering/design, construction and materials costs. The County's contribution and ownership interest in the Improvements shall be 50.7% and the Association's ownership interest shall be 49.3%.

2.2 The Association and County agree, and HDR Engineering, Inc. concurs, that all the rights, duties and obligations assigned to the County in the Limited Assignment are released by the County and fully assumed by the Association, including, but not limited to, the provisions inserted as Articles 22 (MACC for CDBG funded projects) and Article 23 (Federal Terms and Conditions for Professional Services for CDBG funded projects).

Article 3  
Obligations and Duties of the Parties

3.1 The County agrees to:

- (1) Timely provide to the Association necessary information and documentation held by the County that would assist the Association in any audit requirement imposed on the expenditure or disbursement of the CDBG funds.
- (2) Maintain for a period of six years from the date of close-out of Grant Agreement CDBG No. 12-C-NR-I-01-G-46, all records connected with the construction of the Improvements.
- (3) Continue to maintain all rights and duties as the owner of an undivided interest in the Improvements, including rights and duties as a beneficiary of any guarantees or warranties regarding design, materials or workmanship that may arise out of construction contract No. 2014-0175-PW/MS between the County and Done Right Construction, the contractor who constructed the Improvements.
- (4) Maintain the license granted to the County by Burlington Northern Santa Fe (BNSF) railroad dated October 12, 2012, BNSF Tracking # 11-42615.
- (5) If applicable, grant easement(s) to the Association for the operation and maintenance of the Improvements, subject to approval of LGD or the State Board of Finance, to the extent required under NMSA 1978, § 13-6-2(D) and 13-6-2.1.

3.2 The Association agrees to:

- (1) Obtain easement(s) from the County for real property owned by the County that contain Improvements, if such easement(s) are required by the County and required for the Association's operation and maintenance of the Improvements.
- (2) Timely provide to the County all necessary information and documentation held by the Association that would assist the County in any audit requirement imposed on the expenditure or disbursement of the CDBG funds, including any records required to be maintained by the engineer under the Association's contract with HDR Engineering, Inc., paragraph 10 (a), (d), (e) and (f) (Audits and Access to Records).
- (3) Maintain for a period of six years from the date of close-out of Grant Agreement CDBG No. 12-C-NR-I-01-G-46, all records connected with the construction of the Improvements.
- (4) Cooperate with the County by providing documentation and information necessary for the County's submission of documentation and information for close out of the CDBG funds.
- (5) Maintain the license granted to the Association by Burlington Northern Santa Fe (BNSF) railroad dated June 12, 2013, BNSF Tracking # 11-426299.
- (6) Be fully responsible for the day-to-day operation and maintenance of the Association's water utility system, including the Improvements and associated components. The Association shall be solely responsible for all costs and expense of operation and maintenance of the water utility system, including the cost of any necessary capital improvements. The County will not be

responsible for any cost or expense of operation and maintenance of the Association's water utility system, including the Improvements and associated components, and the County will have no responsibility to contribute to such costs or expense.

(7) Be responsible for maintenance and testing of the fire hydrants.

#### Article 4 Term and Termination

4.1 This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties and approval by the New Mexico Secretary of Finance and Administration, and shall continue in full force and effect until terminated as provided herein.

4.2 At all times during this Agreement's term, either party may terminate the Agreement for cause (i.e., any breach violation of this Agreement's material terms). It shall terminate automatically upon the conveyance of the County's interest in the Improvements to the Association.

#### Article 5 Disposition of Property; Return of Surplus Funds

5.1 Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, the property and the funds shall be returned to each party and, if less than the original amount of property or funds contributed remains, then returns shall be in proportion to the parties' original contribution.

5.2 Upon expiration or termination of this Agreement by the parties, the powers granted under this Agreement shall continue to the extent necessary to make an effective disposition of the Improvements, other property, and funds and render a full accounting.

5.3 At the soonest possible time allowed under applicable federal regulations concerning the CDBG program, the parties shall request permission (if necessary) from LGD and other governmental authorities for the County to convey its interest in the Improvements to the Association for continued use by the Association in providing water service within its service area. The parties agree to cooperate in securing such approvals and to execute and deliver all documents necessary to effectuate such conveyance.

#### Article 6 Appropriations

6.1 The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Association and the County, as appropriate. If sufficient appropriations or authorizations are not made, a party may terminate this Agreement, or suspend

performance pending approval of sufficient appropriations or authorizations, upon written notice from one to the other, regardless of any other provisions in this Agreement. A party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other party.

#### Article 7 Insurance

7.1 The parties, each at its own expense, shall carry public liability insurance coverage consistent with the responsibilities of each entity under the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, as amended.

7.2 The Association shall, at its sole cost and expense, obtain and continuously maintain property insurance insuring the Improvements and its entire water utility system against loss.

7.2 The insurance required by this Agreement shall be from a reliable insurance company and such policy shall be maintained in full force and effect throughout the duration of this Agreement. A copy of any insurance policy shall be provided to the other party at a party's request.

#### Article 8 Records and Audits, Strict Accountability

8.1 Both parties shall be strictly accountable for receipts and disbursements relating hereto, shall make all relevant financial records available to each other, the New Mexico Department of Finance and Administration, New Mexico Finance Authority, and the State Auditor upon request, and shall maintain all such records for three years after this Agreement has expired or has been terminated.

#### Article 9 Liability

9.1 No party hereto shall be responsible for liability incurred as a result of one of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement shall be subject to the privileges and immunities of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, as amended.

#### Article 10 Third Party Beneficiary

10.1 The parties to this Agreement do not and do not intend to create in the public, any member thereof, or any person any right whatsoever, including, but not limited to, the rights of a third-

party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for any claim whatsoever related to this Agreement or to enforce the terms hereof.

Article 11  
Dispute Resolution

11.1 Disputes shall be first discussed by representatives of each party having the authority, if necessary, to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 30 days of the occurrence of the event or circumstances giving rise to the dispute, then either party may seek redress of their respective issues in the New Mexico State District Court, First Judicial District.

Article 12  
Governing Law

12.1 The substantive laws of the State of New Mexico shall govern this Agreement.

12.2 The parties stipulate and agree that funding for this project and completion of the Improvements was sought prior to the adoption of Santa Fe County Resolution 2012-58 and that County Resolutions 2012-58 does not pertain to this project or completion of the Improvements.

Article 13  
Notice

13.1 Any notice or demand authorized or related to this Agreement may be mailed (return receipt requested), hand delivered or faxed, addressed as follows:

To County: County Manager  
Santa Fe County  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87504-0276

With Copy to: Paul Olafson  
Community Projects Division  
Santa Fe County  
P.O. Box 276  
Santa Fe, NM 87504-0276

To the Association: Anna Hamilton, President  
Greater Glorieta Community Regional Mutual

Domestic Water Consumers and Sewage Works  
Association  
P.O. Box 223  
Glorieta, NM 87535

Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

B. A party may change the persons to whom or addresses at which notice shall be given by giving all other parties notice of the change in accordance with this Article.

Article 14  
Amendment

14.1 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of Finance and Administration.

Article 15  
Entire Agreement

15.1 This Agreement contains the entire agreement between the parties hereto with regard to the matters set forth herein. This Agreement replaces and supersedes the 2013 JPA.

**BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY**

\_\_\_\_\_  
Miguel M. Chavez, Chair  
Santa Fe Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Joint Powers Agreement No. 2016-0223-PW/BT  
Between Santa Fe County and the Greater Glorieta  
Community Regional Mutual Domestic Water Consumers  
and Sewage Works Association

Approved as to form

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

Date \_\_\_\_\_

Finance Department

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Director

Date \_\_\_\_\_

Concurrence:

HDR Engineering, Inc.

\_\_\_\_\_  
Peter Brakenhoff, VP

Date \_\_\_\_\_

**GREATER GLORIETA COMMUNITY REGIONAL MUTUAL DOMESTIC WATER  
CONSUMERS AND SEWAGE WORKS ASSOCIATION**

\_\_\_\_\_  
Anna Hamilton, President

Date \_\_\_\_\_

**NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION**

\_\_\_\_\_  
Secretary

Date \_\_\_\_\_

**Joint Powers Agreement No. 2016-0223-PW/BT  
Between Santa Fe County and the Greater Glorieta  
Community Regional Mutual Domestic Water Consumers  
and Sewage Works Association**







Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** *December 8, 2015*

**TO:** *Board of County Commissioners*

**FROM:** *Michael Kelley, Public Works Department Director*

**VIA:** *Katherine Miller, County Manager* 

**ITEM AND ISSUE:** *BCC Meeting January 12, 2016*

**Memorandum of Agreement 2016-0115-PW/BT, A Memorandum of Agreement Between the County of Santa Fe and the City of Santa Fe for the Frenchy's Field to Siler Road Segment of the Santa Fe River Trail Project. (Public Works/Scott Kaseman)**

---

### **SUMMARY:**

This Memorandum of Agreement between the County and City has three purposes. First, the MOA grants the County permission to purchase property within the City Limits as required by NMSA 1978, 4-36-6 for the construction of the Santa Fe River Trail from Frenchy's Field to Siler Road ("the Project"). Second, it defines the roles and responsibilities of the parties in acquisition, construction and maintenance of the Project. Lastly, the MOA provides for the conveyance from the County to the City and the City's acceptance of the Project within the City Limits.

### **BACKGROUND AND DISCUSSION:**

In 2004 the City and County entered into an MOA articulating the parties' desire to work together to complete the Santa Fe River Trail Project. In 2008 the parties entered into a Settlement Agreement to resolve annexation issues. This Agreement placed properties needed for construction of the Project within the City Limits that were previously within the County's jurisdiction. NMSA 1978, 4-36-6 requires the County to obtain permission from the City to acquire property within the City Limits. Furthermore, the 2008 Settlement states the City shall provide municipal services within the areas annexed.

The County has 100% Construction Drawings and full funding (2008 & 2012 GOB) for acquisition and construction of the Project. The offer packages to acquire the necessary properties have been prepared and are pending approval of the MOA in order to begin negotiations with the land owners.

### **ACTION REQUESTED:**

Approval of the Memorandum of Agreement between the County of Santa Fe and the City of Santa Fe for the Frenchy's Field to Siler Road segment of the Santa Fe River Trail Project.



ITEM # 15-1195

**MEMORANDUM OF AGREEMENT  
BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE  
FOR THE FRENCHY'S FIELD TO SILER SEGMENT OF THE SANTA FE RIVER  
TRAIL PROJECT**

This Memorandum of Agreement is entered into by and between Santa Fe County, a subdivision of the state of New Mexico, (the "County") and the City of Santa Fe, a municipal corporation (the "City").

**WHEREAS**, the Santa Fe River Greenway project ("Project") is a joint effort between the County and the City to construct approximately 15 miles of continuous greenway of public parks and trails from downtown Santa Fe to the City of Santa Fe Wastewater Treatment Plant west of NM 599 along the Santa Fe River; and

**WHEREAS**, on September 14, 2004, the County and the City entered into the Memorandum of Agreement between the County and the City for the Joint Regional Trails and Open Space Santa Fe River Trail Project (the "2004 MOA"), subsequently amended five times, articulating the parties' desire to work together to complete the Project; and

**WHEREAS**, the City and the County entered into the *Settlement Agreement and Mutual Release of Claims* ("2008 Settlement"), on May 19, 2008, to resolve ongoing lawsuits and issues concerning annexation; and

**WHEREAS**, when the 2004 MOA was entered into by the City and County certain parts of the Project were located outside the City limits. After the implementation of the 2008 Settlement those parts of the Project are now located within the City limits; and

**WHEREAS**, the County has worked and desires to continue to work on the acquisition of real property interests that are needed for the Project, some of which are now located within the City limits; and

**WHEREAS**, the County is currently engaged in the acquisition of real property interests in the area along the Santa Fe River from Camino Carlos Rael to the Siler Road bridge in the City of Santa Fe (the "Frenchy's Field to Siler Segment"); and

**WHEREAS**, NMSA 1978, § 4-36-6 (Parks; county government acquisition) provides that "[n]o county government shall acquire property within the exterior boundaries of any other local government for park purposes unless it has received the prior approval for such acquisition for such purposes from the governing body of the local government within whose boundaries the property is situated"; and

**WHEREAS**, Paragraph 2.q of the 2008 Settlement states that the City shall provide municipal services within the areas annexed pursuant to the 2008 Settlement.

**NOW, THEREFORE**, the City and County agree as follows:

**1. SCOPE OF AGREEMENT**

**A. The County shall:**

1. Acquire property interests that are necessary for the Frenchy's Field to Siler Segment of the Project.
2. Construct the Frenchy's Field to Siler Segment in substantial conformity with the completed 100% construction drawings prepared by Weston Solutions Inc., on July 30, 2013, to include river restoration and a 10-foot wide, multi-modal path along the Santa Fe River.
3. Upon completion of acquisition, design, and construction of the Frenchy's Field to Siler Segment as described above, convey the real property interests and improvements in the Frenchy's Field to Siler Segment by quitclaim deed or assignment without warranty covenants.

**B. The City shall:**

1. Grant approval, and hereby does grant approval, to the County to acquire property interests for park purposes within the City limits necessary to construct the Frenchy's Field to Siler Segment as provided in NMSA 1978, § 4-36-6.
2. Accept from the County the grant or conveyance of all interests in real property and improvements in the Frenchy's Field to Siler Segment.
3. Upon acceptance of the conveyance from the County, own, operate and maintain the Frenchy's Field to Siler Segment at its sole costs and expense.
4. Cooperate with the County in obtaining the State Board of Finance approval of the conveyance contemplated hereby as required by NMSA 1978, § 13-6-2.1.

**2. EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the last date written below and shall terminate upon the State Board of Finance's approval of the conveyance and the City's acceptance of the conveyance of the real property interests and improvements for the Frenchy's Field to Siler Segment.

**3. THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries of this Agreement, and no person other than the City and the County may rely on or enforce this Agreement.

**4. ASSIGNMENT**

Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

**5. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the parties for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision as to whether sufficient appropriations and authorizations are available shall be accepted by the parties and shall be final.

**6. AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**7. RESPONSIBILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. The Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA1978 § 41-4-1.

**9. SCOPE OF MEMORANDUM OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**10. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Robert A. Anaya, Chair  
Santa Fe County Board of County Commissioners

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

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar,  
Santa Fe County Clerk

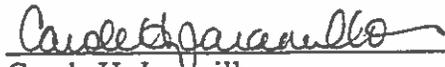
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer,  
Santa Fe County Attorney

Date: 11/20/15

**FINANCE DEPARTMENT:**

  
\_\_\_\_\_  
Carole H. Jaramillo,  
Santa Fe County Finance Director

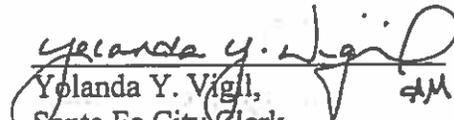
Date: 11/23/15

**CITY OF SANTA FE:**

  
\_\_\_\_\_  
Brian K. Snyder, City Manager  
City of Santa Fe

Date: 12/01/2015

**ATTESTATION:**

  
\_\_\_\_\_  
Yolanda Y. Vigil,  
Santa Fe City Clerk

Date: 12-2-15

  
\_\_\_\_\_  
Kelley Brennan,  
Santa Fe City Attorney

Date: 11/24/15

  
\_\_\_\_\_  
Oscar S. Rodriguez,  
Santa Fe City Finance Director

Date: 11-30-2015 ASU





Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: *December 21, 2015*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting January 12, 2016*  
*A Water Line Extension and Water Delivery Agreement Between Senemar, LLC and Santa Fe County for an Extension of Infrastructure and Water Service (Utilities Division/Sandra Ely)*

---

### SUMMARY:

This proposed Water Line Extension and Water Delivery Agreement (Agreement) between Senemar, LLC (Senemar) and Santa Fe County (County) allows for the design and construction of a water line extension and water service to Phase 1 of the Saleh development. Upon Utility Director acceptance (at a future date), the new infrastructure, and associated easements will be dedicated to the County.

### BACKGROUND:

Senemar owns approximately 64 acres of undeveloped property at the southeast corner of I-25 and Richards Avenue and is proposing a phased mixed use development. The first phase would consist of 24.26 acres and 3 commercial lots. The second phase, slated to be constructed upon completion of the northeast connector, would consist of 35.68 acres and a maximum of 12 lots. This Agreement only concerns phase one of the development.

The total proposed water budget for Phase 1, including the 20% add-ons required by Resolution 2006-57, is 2.952 acre-feet/year (AFY). Senemar intends to meet its obligation to provide water rights under the Agreement by using its 10% interest in a 1994 Water Service Agreement between the County and Greer Enterprises. This Agreement wholly replaces the 1994 Agreement, except for Senemar's entitlement to water.

### DISCUSSION:

Senemar is proposing to design and construct a tie-in to the County's existing trunk line beneath Richards Avenue, a distribution line to the development, and additional water infrastructure including service lines and meter boxes for each building. The proposed infrastructure

improvements, including easements, will be at Senemar's sole expense and will be designed and constructed to County standards. Upon completion, Senemar will offer to dedicate the improvements and easements to the County. The dedication will not be effective until it is accepted by the Utility Director.

**ACTION REQUESTED:**

Approve subject Water Line Extension and Water Delivery Agreement.

Attachment:

Water Line Extension and Water Delivery Agreement between Santa Fe County and Senemar, LLC.

**WATER LINE EXTENSION  
and  
WATER DELIVERY AGREEMENT**

This Water Line Extension and Water Delivery Agreement (“Agreement”), effective as of the last date set out below, is made by and between Santa Fe County, acting through its Water Utility (“Utility”), and Senemar, LLC (“Customer”).

**Recitals**

A. This Agreement governs the terms and conditions under which the Utility will make water service from the Utility available to Customer to serve Phase 1 of the Saleh Subdivision (“Development”), consisting of 3 commercial lots located in Santa Fe County, New Mexico, as shown on Exhibit A. Incorporated into and made a part of this Agreement by reference are the Utility Customer Service Policies (“Utility Policies”) adopted by Santa Fe County (“County”) Resolution No. 2012-88, and the Line Extension Policy adopted under Resolution No. 2006-57, as the same may be amended, superseded, or replaced from time to time. If there is any direct conflict between the Utility Policies and Resolution No. 2006-57, the Utility Policies will prevail.

B. Customer is the owner and developer of Development. Customer has requested the Utility to provide domestic and fire protection water service of up to 3.0 acre feet per year (“AFY”) for the Development (“requested water service”).

C. The Development is within the service area of the Utility, but in order to physically serve the Development the Utility’s distribution and service lines will have to be extended from its existing trunk line located on Richard’s Avenue to the Development (“Line Extension Project” or “Project”).

D. As described in greater detail below, Customer will at its sole expense be responsible for the following:

(1) Line Extension Project. Subject to the County’s review and approval, the Customer shall design, construct, and install the Line Extension Project consisting of: (i) a tie-in to the Utility’s existing 16-inch concrete cylinder pipe (“CCP”) beneath Richards Avenue (“Trunk Line”) and a distribution line extension to the Development; (ii) individual service lines, service saddles, and meter boxes for each building requiring water within the Development; (iii) control and isolation valves as required by the Utility; (iv) building lines from the meter boxes to each residence and commercial or other building, if any, that will use water within the Development; and (v) appropriate shut-off valves and all other appurtenances as may be necessary to safely deliver and measure water use at each building.

(2) Easements. The Customer shall acquire, record, and dedicate to the County such easements and other rights as may be necessary or appropriate for the Utility to lawfully own, operate, and maintain the Line Extension Project, in perpetuity, from the Trunk Line, up to and including each individual meter box.

(3) Water Rights. Customer shall acquire and dedicate to the County sufficient water rights to serve the Development.

E. Customer intends to meet its obligation to provide water rights under this Agreement by using the assignment attached hereto as Exhibit B granting Customer a 10% interest in that certain First Amended Initial Customer Contract for Commitment of Water Service (“Water Service Agreement”), entered into between the Santa Fe Water Company (“Water Company”) and Greer Enterprises, Inc., executed on or around November 4, 1994.<sup>1</sup> As to Customer’s 10% interest only, the parties intend the instant Agreement to entirely supersede all of the terms and conditions of the Water Service Agreement except Customer’s basic entitlement to water and Customer’s obligation to pay all outstanding Service Charges attributable to Customer’s 10% interest in the Water Service Agreement before recordation of the Development final plat. After execution of this Agreement, Customer’s obligation to pay utility charges and fees to the County shall be determined solely by this Agreement and the applicable Utility Policies, and Customer shall no further obligation to the County under the Water Service Agreement other than to pay the outstanding Service Charge.

F. All water lines and other infrastructure described in Recital (D)(1) to be constructed and installed from the Trunk Line connection to and including the service meter boxes are collectively referred to in this Agreement as “Utility Improvements.” All building service lines and other infrastructure of the Line Extension Project to be constructed and installed downstream and following the meter boxes are collectively referred to in this Agreement as “Customer Improvements.”

G. As further set out below, the Line Extension Project, easements, and water rights must meet or exceed applicable Utility Standards and all except the Customer Improvements must be dedicated or assigned to and accepted by the County before water service may commence under this Agreement. The Customer Improvements shall remain the property of Customer.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Utility and the Customer covenant and agree as follows:

### 1. Line Extension Project

1.1 General. The Line Extension Project consists of: the design, engineering, construction and installation of all Utility Improvements and Customer Improvements in compliance with Utility and other applicable standards to assure reliable and safe delivery of water to the Development; and reclamation of all disturbed surface areas to their preconstruction condition or as required by applicable law.

---

<sup>1</sup> The Utility is the Water Company’s successor in interest.

1.2 Customer Responsibility and Standards. Customer shall at Customer's sole expense complete all aspects of the Line Extension Project. All Utility and Customer Improvements shall conform to the standards and requirements, as applicable, of the American Water Works Association (AWWA), the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), and the Utility. The Customer shall be responsible for assuring that the Project is designed, constructed, installed and tested in compliance with all applicable federal, state, and local laws, regulations, and codes.

1.3 Description and Features. As schematically shown on Exhibit C to this Agreement, the Utility Improvements shall include the following features:

1.3.1 A "live" line tap on the 16" CCP Trunk Line, including the tapping saddle and isolation valve. Shut-down of the 16" CCP Trunk Line for tapping is not allowed unless expressly agreed to by SFCU in writing.

1.3.2 A distribution line from the Trunk Line connection to the Development.

1.3.3 Service saddles/line taps, service lines, meter boxes, and meter setters to provide service to three (3) commercial lots on the Development.

1.3.4 Service meter boxes at separately metered service connections, one for each building that requires water and a minimum of one for each commercial lot. The project engineer shall consult with the Utility to properly size the meters based on anticipated demand.

1.3.5 Valves, service taps, fire hydrants, fire service lines and meters, backflow preventers, and such other infrastructure as the Utility may require, in its judgment, to comply with County ordinances and resolutions and to safely and reliably provide and accurately measure water delivered to each building within the Development.

1.4 Professional and Personnel Qualifications. The Customer shall assure that the Utility Improvements are designed, constructed, installed, and tested by qualified personnel and, where required by law or applicable professional codes, by New Mexico licensed professionals. A New Mexico licensed professional engineer (or engineers) shall serve as project engineer who shall perform, supervise, or oversee all work, as required by the New Mexico Engineering and Surveying Practices Act, including design, fabrication, construction, installation, and testing of Utility Improvements, and such project engineer (or engineers) shall certify and stamp all drawings, plans and specifications. A New Mexico licensed surveyor shall perform or supervise all construction surveying and shall certify all survey plats.

1.5 Oversight and Review. The Line Extension Project shall be supervised and overseen by a qualified project engineer. The project engineer shall formally submit the

Project design to the Utility for review and approval, such approval not to be unreasonably withheld, at the 65%, 90% and 100% stages of completion and submit the project specifications at the 90% and 100% stages of completion for Utility review and approval. Such approval shall not to be unreasonably withheld. The Utility will issue written comments at each stage of the design. Upon its approval of the 100% final design, the Utility shall issue a final written approval of the Line Extension Project design. To ensure that the Utility is fully informed at all stages of the Project, the project engineer shall meet and confer with the Utility on a regular basis.

## 1.6 Construction.

1.6.1 Definition. As used in this Agreement, “construction” includes the construction, installation, testing, and final certified documentation of the as-built conditions of the Utility Improvements.

1.6.2 Commencement. Construction shall not commence until after: (i) the Utility has issued its final written approval of the Project design; (ii) the Customer has acquired the easements required under this Agreement; (iii) the Customer has demonstrated to the Utility’s satisfaction that the construction will be carried out and supervised by a professional contractor who possesses a valid New Mexico Utility Contractor’s license and who is bonded or who can provide other financial assurance in a form acceptable to the Utility; and (iv) the final plat for the Development has been approved by the County and filed in the records of the County Clerk. The amount of financial assurance shall be no less than the total cost estimate for construction of the Project.

1.6.3 Inspections. The Utility shall have the right but not the duty to observe and inspect the construction as it progresses and may in its discretion require Utility staff to be present at critical stages. However, before backfilling over any segment of Utility Improvements that has been finally constructed and installed, the project engineer shall contact the Utility and arrange for a final inspection. The Utility shall promptly send an inspector who shall authorize the backfilling of the segment or shall provide the project engineer a written list of items to cure prior to backfilling. The Utility may require re-inspection of the segment prior to backfilling.

1.6.4 Change Orders. Changes to the County approved design necessitated during construction by unknown conditions or other factors may be proposed by either the Customer or the Utility. No change orders shall be implemented until they are reviewed and approved, in writing, by the project engineer and the Utility.

1.6.5 Supervision. The project engineer shall supervise all construction.

1.6.6 Field Testing. The Utility Improvements shall be field-tested using a certified testing laboratory (where applicable) and test results shall be issued under the seal of the project engineer. Tests shall be performed and reported in accordance with applicable standards and using forms provided by the Utility, where applicable, and promptly reported to the Utility. All testing results must be reviewed and approved by the Utility. The Utility shall

have the right, in its discretion, to arrange for additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during or after construction. Customer shall be responsible for the cost of any such additional testing.

1.6.7 Documentation of As-Built Utility Improvements. The project engineer shall provide the Utility with complete, final and certified record (as-built) drawings, along with a letter of certification stating that all Utility Improvements have been completed in accordance with the approved drawings and specifications, and all pre-approved change orders. The as-built drawings shall include, but are not limited to, distances between all fittings, valves, hydrants, meters and other appurtenances, and complete and accurate valve card data. In addition, the following documentation shall be submitted: disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, and concrete strength test results. All as-built data shall be provided in hard copy (24" x 36") and PDF formats, with index cover map if appropriate.

1.6.8 Certificate of Completion and Warranty. Following final completion of all construction, inspection, documentation and approval of the Utility Improvements, the Utility shall issue a Certificate of Completion to the project engineer. The Customer's contractor shall warrant to the Customer and the Utility that the Utility Improvements shall be and remain free from defect in materials and workmanship for a period of one (1) year after the date of the issuance of the Certificate of Completion. The Customer shall require the project engineer or construction contractor, or both, to furnish a performance bond to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for a period of one year. The one-year guaranty shall begin upon issuance of the Certificate of Completion.

## 2. Easements.

2.1 General. The Customer shall be responsible at its sole expense for acquisition of all temporary construction and permanent easements required to complete the Line Extension Project.

2.2 Temporary Construction Easements. Prior to commencement of construction, the Customer shall acquire in its name such temporary construction easements as may be required to assure legal access along all segments of the Line Extension Project for the purpose of pre-construction testing and surveying, construction of all Utility Improvements, and reclamation of disturbed areas.

2.3 Permanent Easements. Prior to commencement of construction, the Customer shall acquire in its name assignable permanent easements for all Utility Improvements in a form acceptable to the Utility. The permanent easements shall in totality cover and allow access on, under, over and upon a continuous 20-foot strip of land ("Easement Area"), generally centered on the water lines, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements, in perpetuity. The Utility may require or agree to a wider or narrower Easement Area, in writing, based on unique circumstances.

2.4 Recordation. Customer shall at its expense record all temporary construction and permanent easements required under this Agreement in the records of the County clerk.

3. Dedication, Assignment, and Acceptance of Utility Improvements and Easements.

3.1 General. After Customer has fully performed Section 1 (Line Extension Project) and Section 2 (Easements) of this Agreement, Customer shall offer to dedicate and assign to the County the permanent easements on which the Utility Improvements are located (collectively, "Water Line Easement"), the Utility Improvements, and all warranties, guarantees, and any financial assurance in forms acceptable to the Utility.

3.2 Survey Plat. The Customer shall provide a survey plat of the Water Line Easement, acceptable to the Utility, showing a continuous perpetual Easement from the Trunk Line to and including the service meters within the Development. The plat shall reference all grants of permanent easements comprising the Water Line Easement by book, page and instrument number, including an offer of dedication of the Water Line Easement to the County, along with all Utility Improvements. The plat shall be recorded at the Customer's expense in the records of the County Clerk.

3.3 County Acceptance of Easement and Utility Improvements.

3.3.1 General. The dedication of the Water Line Easement and Utility Improvements to the County shall not be effective unless and until they are accepted, in writing, by the County Utility Director.

3.3.2 County Ownership. Upon the Utility Director's acceptance of the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title, and interest in the same shall vest in the County and the Utility shall thereafter be solely responsible for operating and maintaining the Utility Improvements as part of the County water distribution system.

3.3.3 Customer Ownership. Until such time as the Utility Director accepts the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title, and interest in the same shall remain in the Customer and the Customer shall be solely responsible for operating and maintaining the Utility Improvements.

3.3.4 Additional Conditions. The Utility Director may impose additional conditions and requirements relating to any or all of the following before the Director accepts the dedication and assignment of the Water Line Easement and Utility Improvements: (i) completion of construction of the Utility Improvements in accordance with this Agreement, (ii) proof or perfection of title to the Water Line Easement, (iii) assurance that sufficient warranties, guarantees, and financial assurances are in place, or (iv) assurance that the County will have sufficient rights to guarantee perpetual legal and physical access to the Easement Area for the operation, maintenance, repair, and replacement of the Utility Improvements as part of the Utility's public water distribution system. The Utility Director shall not accept the dedication and assignment until all additional conditions, if any, are fulfilled to the Director's

satisfaction.

3.3.5 Adequate Funding. The Utility Director shall not accept the dedication and assignment of the Water Line Easement and Utility Improvements, in whole or in part, until such time as sufficient funds are in the Utility's budget to assure that it can safely and reliably operate and maintain the Utility Improvements.

4. Water Rights.

4.1 General. As a condition of water service, Customer shall provide water rights to the Utility, as provided in Sections 4.2 and 4.3, in a form, amount, point of diversion and priority that are acceptable to the Utility and that cover the total approved water budget of the Development, in perpetuity, which is the Development's total approved allowable water use plus 20%. Customer's water budget shall not exceed 3.0 AFY unless: (a) the Development's increased water use complies with Utility Policies and applicable County ordinances and resolutions; (b) the Utility Director approves the increased water budget in writing; (c) the Customer and the County enter into a Water Rights Transfer Agreement under which the Customer will provide additional water rights, acceptable to the Utility, in the amount required to cover the Development's increased water use; and (d) this Agreement is amended accordingly. As used in this Section 4.0, "water rights" may include contractual rights conveying a perpetual right to receive water. However, the County shall not accept payment of a water service connection fee or other consideration in lieu of water rights.

4.2 Water Rights for Development. Customer represents and warrants to the County that Customer has the exclusive right to 3.0 AFY of water for the Development under the Assignment of the Water Service Agreement attached hereto as Exhibit D. Customer further represents that it has no knowledge of any adverse or inconsistent claim that has been or could be made regarding the Water Service Agreement or the Assignment.

4.3 Defense of Water Rights: Replacement Water Rights. Customer shall not voluntarily abandon, waive, assign, or otherwise relinquish its entitlement to 3.0 AFY under the Water Service Agreement. In the event suit is brought to challenge Customer's entitlement to 3.0 AFY Customer shall at its expense indemnify the County and zealously defend Customer's entitlement. If the challenge is successful, in whole or in part, Customer shall provide replacement water rights, acceptable to the Utility, as soon as practicable after entry of a final district court judgment in the amount required to assure continued compliance with Section 4.1 for so long as the County provides water service to the Development. Unless otherwise approved by the Utility, the replacement water rights shall be Rio Grande surface water rights with a pre-1907 priority date. Customer shall, at Customer's sole expense, acquire the replacement water rights, apply to the New Mexico Office of the State Engineer to transfer them to the Buckman Director Diversion or other point of diversion specified by the Utility, dedicate them to the County, and defend the replacement water rights on appeal and in any judicial or administrative proceeding that may be brought by third parties. The Utility may discontinue water service to the Development if Customer fails to provide sufficient replacement water rights to the Utility within one year from the date of the final judgment; provided, however, that service shall not be discontinued if Customer and the County are co-

applicants to transfer replacement water rights to the BDD point of diversion or other point approved by the Utility.

5. Customer Improvements.

5.1 Customer's Responsibility. The Customer shall be responsible for all costs associated with constructing the Customer Improvements to the Utility's satisfaction in accordance with all applicable Utility Policies, including the service lines, valves, and any other plumbing needed to connect the meter boxes to each building constructed as part of the Development.

5.2 Cross Contamination. The Customer shall assure that there is no cross-connection between any other source of water, such as a water well, and the service lines within the Development.

5.3 Inspection. Customer shall notify the Utility when the Customer Improvements are being constructed and installed. The Utility shall have the right but not the duty to inspect the Customer Improvement for compliance with this Agreement.

6. Water Service Scheduling and Application.

6.1 Scheduling. Notwithstanding any language in Resolution 2006-57 seemingly to the contrary, after execution of this Agreement the Utility Director shall recommend to the BCC that the entire 3.0 AFY be scheduled for delivery to the Development and approved by resolution. This Agreement shall not thereafter terminate except as provided in Section 7, even if the scheduled water delivery does not occur within one year of being scheduled. However, Customer shall not be entitled to water service until customer accounts are established pursuant to Section 6.2.

6.2 Application. Upon the Utility's issuance of a Certificate of Completion of the Utility Improvements, the Utility Director's acceptance of the dedication and assignment of the Utility Improvements and Water Line Easement to the County, and Customer's compliance with Section 4 regarding water rights, Customer may apply to the Utility for customer accounts for each commercial building, residence and other building requiring water within the Development, as applicable, up to a total of 3.0 AFY. The application for customer accounts shall be in a form acceptable to the Utility and shall be in accordance with Utility Policies and practices.

6.3 Account Transfer. An initial customer account established under Section 5.1 shall be transferred to the lessee or subsequent owner of the residence or building ("Subsequent Customer") for which Customer established the initial account in accordance with applicable Utilities policies.

6.4 Fees and Charges. For each separate account, Customer and Subsequent Customers shall pay when due all fees and charges as required under this Agreement and

Utility Policies,<sup>2</sup> including the following:

6.4.1 Meter Installation Fee. Meter installation fees shall be paid based on the size of the service meter to be installed, in accordance with Utility Policies. The meter installation fee shall be paid at the time each customer account is established.

6.4.2 Standby Fees and Service Charges. After Utility service is available to the Development, Customer and all Subsequent Customers shall pay standby fees and service charges (e.g., fire service line charges), as applicable, in accordance with Utility Policies. Upon execution of this Agreement Customer shall have no further obligation to pay any charges or fees to the County under the Water Service Agreement; provided, however, that Customer shall pay in full prior to recordation of the Development final plat the accumulated Service Charges outstanding as of the execution of the instant Agreement attributable to Customer's 10% interest.

6.5 Service Policies. Following establishment of an initial customer account, Customer and Subsequent Customers shall be subject to all applicable Utilities Policies, as the same may be amended from time to time.

## 7. Termination.

7.1 Automatic Termination. This Agreement shall terminate automatically: (1) on its third anniversary if construction of the Line Extension Project has not commenced as of that date, (2) on its sixth anniversary if the Line Extension Project is not substantially complete as of that date, or (3) with written notice of termination by Customer mailed to the Utility by first class mail, return receipt requested, at any time before the Utility accepts dedication of the Utility Improvements and Line Extension Easement. These automatic termination dates may be extended through amendment of this Agreement.

7.2 Material Breach. This Agreement may be terminated for an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the other party written notice of breach, who shall have ninety (90) days thereafter to cure the breach. If the breach is not cured within 90 days, the non-breaching party may terminate this Agreement by providing the other party written notice of termination.

7.3 Mutual Agreement. This Agreement may be terminated by a written agreement between the parties.

7.4 No Obligation. In the event this Agreement terminates, the Utility shall have no obligation to provide water to the Development.

## 8. Miscellaneous Provisions.

8.1 Water Wells. Customer represents that there are no water wells within the

---

<sup>2</sup> As provided in Section 4.1 of this Agreement, no water service connection fee shall be paid.

Development and Customer shall not drill any new water well to serve the Development so long as water service from the Utility is available.

8.2 Assignment. This Agreement shall not be assignable except to a subsequent owner of the Development.

8.3 Amendment. This Agreement may be amended only by a written amendment executed by and between the County and the Customer.

8.4 Indemnity. Customer shall indemnify, defend, and hold the County harmless, including its commissioners, employees, contractors, and agents, from and against all loss, costs, claims, causes of action, and any and all other liability relating to or arising from the Line Extension Project, the defense of Customer's entitlement to 3.0 AFY under the Water Service Agreement, or Customer's actions or omissions, including the actions or omissions of Customer's employees, contractors, and agents.

8.5 Insurance. From the commencement of the Line Extension Project until the term of the warranty under Section 1.6.7 of the Agreement expires, Customer shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the Line Extension Project. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. The Customer shall provide proof of such general liability insurance acceptable to the County.

8.6 Survival. Sections 8.4 and 8.5 shall survive termination of this Agreement.

8.7 Integration. This Agreement sets out the complete Agreement between the parties regarding the Utility's provision of water service to the Development, and all prior agreements and understandings, whether written or oral, are incorporated into this Agreement. Without limiting the generality of the foregoing, this Agreement supersedes and replaces all terms and conditions of the Water Service Agreement as to Customer's 10% interest therein except Customer's basic entitlement to 3.0 AFY; provided, however, that this Agreement shall have no effect on the Water Service Agreement as to the 90% interest not conveyed to Customer.

8.8 Debt. Nothing in this Agreement requires the County to incur any debt in violation of NMSA 1978, Sections 6-6-11 through 6-6-18 (1999).

8.9 Binding Effect. This Agreement shall be binding on and inure to the benefit of any subsequent owner of the Development and any successor or assignee of the Utility.

8.10 Venue and Applicable Law. In the event of any dispute between the parties regarding this Agreement, the exclusive venue shall be New Mexico State District Court, First Judicial District, Santa Fe County, New Mexico. The law of New Mexico shall apply to this Agreement.

8.11 No Third-Party Beneficiaries. This Agreement may only be relied upon and enforced by the Utility and the Customer. There are no third-party beneficiaries to this Agreement.

8.12 Incorporation of Recitals. The Recitals set out above are hereby incorporated into and made a part of this Agreement by reference.

8.13 No Waiver. The Utility's failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

8.14 Duplicate Originals. This Agreement shall be executed in duplicate originals.

**SANTA FE COUNTY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of County Commissioners

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

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

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

**APPROVED AS TO FORM:**

*GR* RRM  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 12/30/15

**APPROVED:**

Carole H. Jaramilla  
Carole H. Jaramilla  
Santa Fe County Finance Director

Date: 12/30/15

Senemar, LLC

By: Esma Haidari

Date: DEC 28, 2015

Name:  
Title: Managing Member

Address: 12008 Gazelle PL NE ALBUQUERQUE NM 87111

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing Water Line Extension and Water Delivery Agreement was acknowledged before me on this 28 day of December 2015, by Esma Haidari (name), as Managing Member (title) of Senemar, LLC, for and on behalf of said corporation.

Rosanna C. Vazquez  
Notary Public





**ASSIGNMENT OF CUSTOMER CONTRACT  
FOR COMMITMENT OF WATER SERVICE**

**WHEREAS, ESMAIL HAIDARI, is a party by "Assignment of Rights in Water Service Agreements" through the sale of property by Taurus Group, Inc, in 2006, which assigned a ten percent 10% of the certain "First Amended Initial Customer Contract for Commitment of Water Service" with Greer Enterprises by and between Santa Fe County (County).**

**WHEREAS, the Contract provides that the County Utility will supply water service to individual Utility customers within the County Utility Service Boundary, suitable in quality for municipal, domestic, and industrial use and at pressures meeting acceptable requirements, not to exceed 3 acre feet per year;**

**WHEREAS, the Contract was assigned to ESMAIL HAIDARI, through TAURUS GROUP INC., by Assignment in 2005, attached hereto as Exhibit A to this Assignment.**

**WHEREAS, the Assignment originated from a First Amended Initial Contract for Commitment of water dated November 10, 1994 attached hereto as Exhibit A, to the Assignment of Water Rights in Water Service Agreements which is attached hereto as Exhibit A.**

**WHEREAS, ESMAIL HAIDARI, desires to Assign of the above-referenced WATER RIGHT INTEREST originating from the Assignment and Amended Contract to SENEMAR LLC, a limited liability corporation created by the laws of the State of New Mexico;**

**WHEREAS, SENEMAR LLC, owns a development known as SALEH, which property is entirely within the service area of the County Utility and is otherwise qualified and capable of being assigned water from the above-referenced Contract;**

**WHEREAS SENEMAR LLC, is capable of utilizing all 3 acre feet per year of water promised in the Contract for SALEH LLC, and is capable of delivering same to existing customers of the County Utility within the SALEH LLC, development; and**

**WHEREAS, the parties hereto desire to assign all rights in the ASSIGNMENT and AMENDED CONTRACT to SENEMAR LLC.**

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. ESMAIL HAIDARI, hereby assigns to SENEMAR LLC, all right, title and interest in that certain ASSIGNMENT, (Exh. A) originating from the FIRST AMENDED INITIAL CUSTOMER CONTRACT, (Exh. B), and the right therein to receive up to 3 acre-feet of water service from the County Utility.
2. Such assignment shall be subject to approval by the County Utility.

**SIGNED, EXECUTED AND ACKNOWLEDGED this 28th day of December, 2015, by the following:**



ESMAIL HAIDARI

Esmail Haidari

Dated: Dec 28, 2015

SENEMAR LLC, a limited liability corporation,  
incorporated by and through the laws of the State of New Mexico

By:

Esmail Haidari

Esmail Haidari  
Managing Member

Dated: Dec 28, 2015

ACKNOWLEDGMENT BY  
ESMAIL Haidari

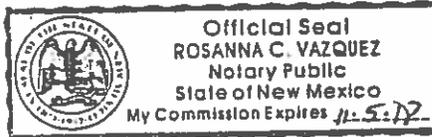
STATE OF NEW MEXICO )  
 ) ss  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of DECEMBER, 2015, by ESMail Haidari.

*Rosanna C. Vazquez*  
\_\_\_\_\_  
Notary Public

My commission expires:

November 5, 2018



ACKNOWLEDGMENT BY  
SENEMAR LLC.

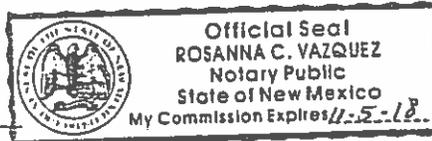
STATE OF NEW MEXICO )  
 ) ss  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of DECEMBER, 2015, by ESMail Haidari the MANAGING MEMBER of SENEMAR LLC.

*Rosanna C. Vazquez*  
\_\_\_\_\_  
Notary Public

My commission expires:

Nov 5, 2018



ASSIGNMENT OF RIGHTS IN WATER SERVICE AGREEMENTS

COMES NOW Taurus Group, Inc., a New Mexico corporation ("Taurus"), and Esmail Haidari ("Assignee") and enter into this Agreement dated and effective November 15, 2005, WITNESSETH:

RECITALS

A. Taurus is selling Assignee certain unimproved real property ("Property") located in Santa Fe County, New Mexico, which is more particularly described as follows:

Tract 3, as shown on Lot Split Plat prepared for Greer Enterprises, Inc. (formerly Senlic Corporation) Section 16, T.16N., R.9E., N.M.P.M., Santa Fe County, New Mexico recorded March 28, 1997, as Document No. 978,602 and recorded in Plat Book 358, Page 38, in the records of Santa Fe County, New Mexico.

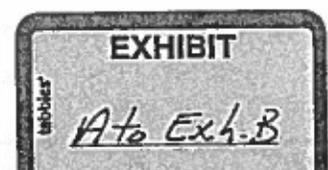
Less and except that portion conveyed to Santa Fe County by document dated December 29, 2000, recorded in Misc. Book 1842, Page 352, in the records of Santa Fe County, New Mexico.

B. Under the terms and conditions of the *First Amended Initial Customer Contract for Commitment of Water Service* (the "Water Contract"), dated November 10, 1994, by and between Greer Enterprises, Inc. and the Santa Fe County Water Company, a New Mexico non-profit corporation (the "Water Company"), a true and accurate copy of which is attached hereto as Exhibit "A", the Water Company committed to provide water utility service to a parcel of property, of which the Property is a smaller part.

C. Originally, the Water Contract provided that the Water Company would deliver Greer Enterprises, Inc. thirty (30) acre feet of water supply. Thereafter, Greer Enterprises, Inc. assigned to Taurus the right to receive ten percent (10%) of the rights of Greer Enterprises, Inc. in the Water Contract, which equates to three (3) acre feet of water to be delivered to the Property.

D. It is the intention of Taurus and Assignee that Taurus assign to Assignee Taurus' rights to receive ten percent (10%) of the rights of Greer Enterprises, Inc. in the Water Contract.

NOW THEREFORE, the parties hereby agree, covenant and contract as follows:



1. Taurus hereby assigns to Assignee its rights to receive Taurus' undivided ten percent (10%) interest in Greer Enterprises, Inc.'s right, title and interest in and to the Water Contract, subject to and together with all the rights and obligations contained in the Water Contract, including all obligations, charges and payment/service charges and fees, which are applicable to the rights to receive water under the Water Contract. The rights assigned to Assignee under this Agreement shall include ten percent (10%) of all the preferential rights, if any, to future additional commitments of water under the Water Contract, to the extent, if any, that the rights may be exercisable. It is the understanding of the parties that Taurus' ten percent (10%) interest in the Water Contract equates to three (3) acre-feet of water, but Taurus does not warrant any particular quantity or quality of water to be delivered to the Property, nor does Taurus warrant the performance of the Water Company under the Water Contract.

2. Assignee hereby accepts assignment of Taurus' undivided ten percent (10%) interest in the Water Contract, and agrees to be liable for and responsible for performance of all obligations contained in the Water Contract relative to Assignee's ten percent (10%) interest in the water to be delivered pursuant to the Water Contract. Assignee also agrees to be subject to and comply with all the Water Contract's terms, conditions, restrictions and provisions and to duly perform any and all the duties and obligations under the Water Contract which Taurus assumed, and which is being assigned to Assignee. Assignee hereby assumes and agrees to pay and perform, as and when due, ten percent (10%) of any and all payments, fees, obligations or liabilities of Greer Enterprises, Inc. under the Water Contract accruing and becoming due, performable or payable after the date hereof, including without limitation all monthly service charges under the Water Contract. Assignee understands and agrees that there may be hook-up or other service charges applicable at such time as water is actually furnished to the Property by the Santa Fe County Water Company.

3. Notwithstanding anything to the contrary and the foregoing, it is expressly agreed that Assignee shall not be responsible for any payments, fees, obligations or liabilities which accrued prior to the date hereof, except if those obligations cover a period before and after November 15, 2005, all such charges, obligations and liabilities shall be prorated as to November 15, 2005.

4. This Agreement shall be binding upon and inure to the benefit of Taurus and Assignee, and their respective successors and assigns. The parties do not intend this Agreement to confer any right or remedy to any third party by reason of this Agreement, other than the Water Company.

5. The parties shall execute all additional documents as may be reasonably necessary and/or required to effectuate the intentions of this Agreement.

6. Assignee shall be required to pay all costs and expenses, if any, incurred by Assignee relative to obtaining any formal assignments or agreements with the Water Company, and Taurus shall cooperate in all such efforts.

7. If any provision of this Agreement is declared invalid, void, or is otherwise rendered unenforceable, all other provisions of this Agreement shall survive and shall remain in full force and effect.

8. This Agreement and the rights and obligations of the parties hereunder will be construed and interpreted in accordance with the law of the State of New Mexico.

9. This assignment is without recourse to Taurus by Assignee.

10. This Assignment and all rights of Assignee are subject to the Mortgage lien and Security Agreement of even date.

WITNESS OUR HANDS AND SEALS on the dates below written.

Taurus Group, Inc.

By:   
Lisa Tometich, President

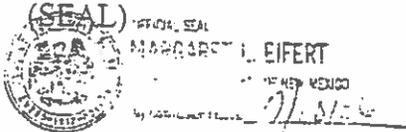
Assignee:



Esmail Haidari

STATE OF NEW MEXICO }  
 } ss.  
COUNTY OF SANTA FE }

This instrument was acknowledged before me on this 15<sup>th</sup> day of November, 2005, by Lisa Tometich, President of Taurus Group, Inc.

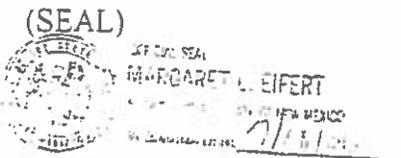


Margaret L. Eifert  
Notary Public

My Commission Expires:

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

This instrument was acknowledged before me on this 15<sup>th</sup> day of November, 2005, by Esmail Haidari.



Margaret L. Eifert  
Notary Public

My Commission Expires:

FIRST AMENDED  
INITIAL CUSTOMER CONTRACT FOR COMMITMENT OF WATER SERVICE

This Contract is entered into this 10<sup>th</sup> day of November, 1994, by and between the Santa Fe County Water Company, a New Mexico non-profit corporation (hereinafter, "Company"), and Greer Enterprises, Inc., a New Mexico corporation (hereinafter, "Customer").

RECITALS.

A. The Company is developing a water utility system to serve certain areas of Santa Fe County, New Mexico, and has offered commitments of such service to persons and entities willing to agree to the terms proposed therefor;

B. The Company and the Customer entered into that certain INITIAL CUSTOMER CONTRACT FOR COMMITMENT OF WATER SERVICE (the "Initial Contract") dated the 15th day of August 1994, and since that time, both parties have worked diligently to ensure that the Company's water system is viable financially and operationally;

C. More specifically, the Company and the Customer have worked together to ensure that the system is financially able to begin construction on all of the system components shown on Exhibit B attached hereto by additional financial commitments for water up to the dollar amount necessary to have the system built and paid for;

D. Additionally, the Company, with the assistance and cooperation of Customer, has entered into a Memorandum of Understanding with Sangre de Cristo Water Company to ensure the long term source of water supply for the Company's system, and the Company has entered into that certain agreement dated August 10, 1994, with the City of Santa Fe to secure the immediate and intermediate supply of water for the Company's system.

E. Further, the Customer and the Company have worked to ensure that the total service charges collected by the Company from all of its initial customers are sufficient to operate the affairs and meet the operational needs of the Company so that Company is run in a professional, efficient and economic fashion.

F. Based upon the efforts of the Company and the Customer since the Initial Contract was executed by the parties, and based upon the changes agreed to by the parties the Customer wishes to contract for such commitment, under the terms and conditions set forth herein, but on the express understanding that such commitment of water utility service in no way binds the County of Santa Fe, New Mexico, with respect to any required land use or development approvals, permits or other actions, and any such action required by Customer on the part of the County of Santa Fe is wholly separate and independent of, and unaffected by, this contract for commitment of water utility service.

*Taurus Group*  
EXHIBIT "A" TO ASSIGNMENT

G. This Contract is intended to and shall in every respect supersede the Initial Contract, which upon the execution of this Contract shall become null and void.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Commitment to Provide Water. For and in consideration of, and subject to, all of the terms and conditions of this Agreement, and Customer's fulfillment of its obligations set forth herein, and for so long as Customer complies with such terms and conditions, Company agrees that it will supply to Customer, for use on and within the land described in Exhibit "A", which is attached hereto and incorporated herein by this reference, up to a total of 30 acre-feet of water per year, suitable in quality for municipal, domestic and industrial use, and at pressures meeting applicable fireflow requirements, from a trunk pipeline of no less than sixteen inches (16") interior diameter, to be constructed by Company approximately on the route shown on Exhibit "B", attached hereto and incorporated herein by this reference, said water to be available for delivery at a connection point on the trunk line, shown on Exhibit "B", by no later than December 31, 1995; provided, however, that in the event Company's water supplies are reduced for any reasons beyond Company's control, the amount delivered to all of Company's customers may be reduced pro rata for the period of reduction in Company's supplies, based on total deliveries during the year preceding the period of any such reduction, and Company shall have no liability whatsoever for any reduction in deliveries the cause of which is beyond the control of the Company. Subject to the foregoing, and to all of the other terms and conditions set forth herein, it is understood that Company's obligation to deliver water hereunder is not limited in time.

2. System Connection Charge. Customer agrees to pay to Company, in consideration of the commitment to provide water services as set forth in Paragraph 1, above, and subject to all of the other terms and conditions hereof, a System Connection Charge in the total amount of \$375,000.00, which sum shall be paid as follows: the sum of \$37,500.00 has been paid already; the sum of \$37,500.00 shall be paid by November 15, 1994; and the full balance shall be paid by December 15, 1994. Payment shall be made by certified or cashier's check, made payable to "Santa Fe County Water Company," and delivered to the Company at the Office of the County Manager, County of Santa Fe, 102 Grant Avenue, Santa Fe, New Mexico (or at such other location as Customer shall be notified of in writing), or by wiring said funds to the Company's account, at such account number and bank as Customer shall be notified of in writing. Customer understands that the System Connection Charge does not include the cost of planning, designing or constructing facilities required for delivery facilities necessary to serve Customer's lands from the trunk lines shown on Exhibit B, and that such cost shall be determined separately, in accordance with the procedures set forth in Paragraph 4, below. All of the funds paid to Company under this Contract shall be placed in an escrow account to be used by the Company for the planning, design, development and Construction of the system depicted on Exhibit B attached hereto.

3. County Actions Unaffected. IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY CUSTOMER THAT THIS COMMITMENT BY COMPANY TO SUPPLY THE ABOVE-STATED QUANTITY OF WATER DOES NOT IN ANY WAY BIND OR OBLIGATE SANTA FE COUNTY, NEW MEXICO, OR ANY EMPLOYEE, OFFICIAL, BOARD, AGENCY OR OTHER ENTITY THEREOF, TO TAKE ANY ACTION, INCLUDING BUT NOT LIMITED TO ACCEPTANCE OF ANY APPLICATION OR OTHER DOCUMENTS FOR FILING, PROCESSING OF ANY APPLICATION OR PROPOSAL, APPROVAL OF ANY KIND OF LAND USE OR DEVELOPMENT PROPOSAL, ISSUANCE OF ANY LICENSE OR PERMIT, OR ANY OTHER ACTION, WHETHER DISCRETIONARY, MINISTERIAL OR OTHERWISE, WITH RESPECT TO ANY PROPOSAL OR APPLICATION OR OTHER REQUEST BY CUSTOMER OR ANYONE ON CUSTOMER'S BEHALF CONCERNING THE LANDS DESCRIBED IN Exhibit "A", ATTACHED HERETO. CUSTOMER UNDERSTANDS THAT COMPANY IS A NON-PROFIT CORPORATION, CREATED BY BUT SEPARATE FROM SANTA FE COUNTY, AND THAT COMPANY'S UNDERTAKINGS CONTAINED IN THIS AGREEMENT ARE TOTALLY INDEPENDENT OF ANY ACTION OR DECISION-MAKING ACTIVITY OF SANTA FE COUNTY AND HAVE NO BEARING WHATSOEVER UPON THE EXERCISE OF ANY AUTHORITY OR DISCRETION OF ANY COUNTY OFFICIAL, EMPLOYEE, BOARD, AGENCY OR OTHER ENTITY. CUSTOMER IS SOLELY AND FULLY RESPONSIBLE FOR OBTAINING ANY AND ALL LICENSES, PERMITS, APPROVALS OR OTHER ACTIONS REQUIRED BY IT TO ENABLE IT TO UTILIZE THE WATER COMMITTED TO BE DELIVERED BY COMPANY HEREUNDER IN ANY PARTICULAR FASHION, AND NOTHING HEREIN CONSTITUTES A COMMITMENT, PROMISE, ASSURANCE OR OTHER FAVORABLE INDICATION THAT ANY SUCH LICENSE, PERMIT, APPROVAL OR OTHER ACTION WILL IN FACT OCCUR OR BE GRANTED.

4. Delivery Facilities. Customer understands and agrees that Customer's payment of the System Connection Charge, as set forth in Paragraph 2, above, commits to Customer a quantity of water up to the amount specified in Paragraph 1, above, and a connection point on the Company's trunk line approximately at the point shown on Exhibit "B" (provided that Company may, for engineering or other considerations, move the location of the trunk line or the connection point from that shown on Exhibit "B", but Company will give notice thereof to Customer), which connection shall be adequate to divert to Customer's land the quantity of water set forth in Paragraph 1 (plus any additional quantity for which Customer may have a preference as set forth in Paragraph 8, below), but that the cost of the delivery facilities required to deliver water from the trunk line to Customer's land, as described in Exhibit "A", is not included in the System Connection Charge, and Customer's right to receive water from Company is subject to the construction of such facilities as provided herein. Upon request from the Customer, Company agrees to issue letters to the appropriate governmental authorities evidencing the Company's readiness and commitment to provide water service to Customer's lands, provided that Customer's

allocation of water has not previously been committed to use in Customer's land by and at the request of the Customer. Upon receiving written notification from Customer that Customer has received all necessary land use and development licenses, permits, approvals and other actions by the appropriate authorities, with documentation thereof, entitling Customer to commence construction or development activities on Customer's land to make use of the water committed hereunder, Company will design the appropriate delivery facilities (including fire hydrants to meet requirements for fire protection) for delivering water to each planned lot within Customer's land requiring water utility service, at the point or points specified by Customer, and shall determine the design, engineering and construction costs therefor (including the cost of any necessary right-of-way acquisition, and any other additional costs to Company due to special conditions involved in providing service to Customer). Company shall work closely with Customer in designing such facilities, so as to accommodate Customer's needs to the extent feasible. Company may, for its own purposes, design the lines larger than necessary for Customer's domestic and fire service requirements, in which case Customer shall not be required to pay the difference between the cost of the lines as designed and Customer's required line size. Customer may request that lines and facilities be designed and built in such a manner to serve the future needs of Customer's lands, provided that Customer shall bear the entire additional cost associated with the oversized design and construction, and upon such request the Company shall design and construct such oversized facility. Upon Customer's payment of the costs determined by Company, Company will construct those facilities as designed. Unless Customer shall request and pay for the design and construction of oversized facilities as provided above in this paragraph, Company shall only design and construct such delivery facilities consistent with the land use and development approvals issued by the appropriate officials of Santa Fe County, New Mexico, as shown by an approved and recorded plat or plans and other approval documents. Customer may contract on its own for construction of the delivery facilities, in accordance with Company's design and engineering specifications, but in that event Company will have full access to the site of such construction at all times to assure that such work is being carried out in compliance with Company's design and engineering standards and specifications, and Company reserves the right to reject any work not meeting such standards. Customer shall in any event be responsible for paying Company all design and engineering costs, including any necessary right-of-way acquisition. Upon their completion, and (if such facilities were not constructed by Company) their formal written acceptance by Company, the delivery facilities shall be formally dedicated to Company and shall thereupon become Company property, up to and including any and all meters. Company may not refuse to design or construct delivery facilities to serve Customer's land, or to deliver water thereby, on the ground that projected revenues from such facilities render such service economically infeasible.

5. Service Charge. Upon Company's completion of the trunk line shown on Exhibit "B", and its being placed into service. Customer shall become obligated to pay to Company, on receipt of bills therefor, a monthly Service Charge, based on the Company's standard rate, which as of the date of this Contract is set at \$92.00 per acre-foot per month.

The Service Charge shall be reduced pro rata, on the basis of one acre-foot per four residential hook-ups or the equivalent, once any water deliveries actually commence to the lands shown on Exhibit A. Charges for such actual delivery of water shall be based on the Company's then-current rate structure, and shall be payable by the user of such water.

6. Delivery of Water. Upon completion of the delivery facilities as described in Paragraph 4, above, including the installation of meters, Customer or its transferee shall be entitled to delivery of such water as Customer or its transferee requires, and Company shall make deliveries thereof thereafter, at Company's then-current rates.

7. Transfer of Obligations. Customer's obligation to pay Service Charges as set forth in Paragraph 5, above, shall be transferable, in whole or in part, to any transferee of the commitment rights hereunder (including Company) as provided in Paragraph 13, below. Upon the approval of any such transfer, Customer shall have no further liability for the transferred portion of the Service Charge.

8. Limitation on Commitments for Water. Company agrees that at all times it will maintain an inventory of water rights available to it at least equal to or in excess of the total quantity of water that the Company is contractually committed to deliver, under this First Amended Initial Customer Contract and all other Customer Contracts, plus the total of actual deliveries to existing customers, which total shall be based on the average of Company's actual water sales for the preceding six months.

9. Company Policies, Rules and Regulations. Service to Customer's lands shall be subject to all of the duly adopted policies, rules and regulations of the Company applicable to water utility service, and those policies and rules and regulations, whether now in force or hereafter to be adopted, as filed at the Office of the County Clerk of Santa Fe County, are hereby incorporated into this Contract as express terms hereof, but provided, that none of Company's or Customer's rights or obligations hereunder shall be affected any such policies, rules or regulations. Such policies, rules and regulations shall treat Customer equally with all other customers of Company in the same class.

10. Preference for Future Supplies. Customer anticipates that it may, by approximately the year 2001, require up to 45 acre-feet per year of water over and above the amount committed by Company in Paragraph 1, above, to serve contemplated uses on the lands described in Exhibit "A". Company agrees that it will make a good faith effort in developing additional sources of supply and acquiring additional water rights to be prepared to accommodate the long-term needs of Customer as described in the preceding sentence, provided, however, that nothing in this Contract obligates Company to supply Customer with any amount of water in excess of the amounts specified in Paragraph 1 hereof, nor does anything herein obligate Customer to contract for or to receive any amounts in excess of the amounts set forth in Paragraph 1. Should Customer, however, notify Company in writing that Customer expects to require, within a specified time frame, an additional supply of water, up to the amount set forth above, and if Company has any excess supply

that is not then obligated, then Customer shall have a preferential right to contract for such supply, up to such amount, as against persons or entities not party to Initial Customer Water Commitment Contracts with Company. Nothing herein, however, shall preclude Company from allocating any excess supply pro rata among all customers that have entered into Initial Customer Water Commitment Contracts with Company, with respect to long-term requirements as set forth in this Paragraph of such contracts; and in any event Company shall not commit to deliver any such additional supply until Customer has demonstrated that it has received all necessary land use and development approvals from the appropriate officials entitling it to utilize the additional supplies. Exercise of any such preferential rights shall be subject to compliance with Company's then-existing contractual terms and conditions, including payment of such additional System Connection Charges or other one-time costs as the Board may determine.

11. Customer Grants of Right-of-Way. Customer agrees to grant to Company (or to Santa Fe County, New Mexico, as Company shall specify), without charge, any and all easements and rights-of-way reasonably required by Company over and across Customer's lands for construction, installation, operation, maintenance, repair and replacement of Company's water utility system, including the trunk line and related facilities shown on Exhibit "B" and other facilities reasonably required by Company for the system (including temporary easements needed for construction purposes), and the delivery facilities constructed under the provisions of Paragraph 4, above. If required by Company, such grants shall be made through instruments recorded in the office of the Clerk of Santa Fe County. Company agrees that it shall bear all costs of surveying and establishing the locations and descriptions of such easements and rights-of-way, and Customer hereby grants Company reasonable access to Customer's lands for that purpose. Company further agrees to locate its facilities on Customer's lands, to the extent possible from the standpoint of cost and engineering feasibility, in a manner that avoids unreasonable interference with Customer's contemplated uses of its lands, and that complements those contemplated uses, and in accordance with sound construction and engineering standards and practices. Customer also agrees to assist Company in securing other rights-of-way over land not owned by Customer necessary to provide service to Customer. Customer shall not be required to grant easements for the placement, maintenance, repair or replacement of infrastructure which is solely for the purpose of serving persons or entities other than Customer.

12. Rebates. Whenever any person or entity contracts with Company for water utility service from the trunk line shown on Exhibit "B", during the period from December 15, 1994 to the date that is ten years from the day on which Company provides written notice to Customer that the trunk line shown on Exhibit "B" is completed and operational, and the water utility service to such person or entity is not covered by an Initial Customer Water Commitment Contract such as this one, Company shall determine what portion of the System Connection Charge paid by such new customer exceeds the combined total of the actual costs attributable to that customer's connection to the trunk line (including reasonable overhead) and that customer's water replacement charge and contribution to capital reserve.

and such excess amount shall be rebated to all initial customers in the same manner in which the System Connection Charges were apportioned among those customers. The amount to be rebated shall be no less than \$7,500.00 per acre-foot of new demand. In no event, however, shall the total amount of rebates paid by Company to Customer under this rebate provision exceed the sum of \$330,000.00. Company shall adopt a similar policy providing rebates on the cost of delivery facilities constructed under the provisions of Paragraph 4, as to persons who obtain new service from such facilities constructed for Initial Customers.

13. Transfers of Commitment Rights. The commitment of water provided herein may be transferred by Customer, in whole or in part, but not prior to December 31, 1995, and then only in accordance with the provisions of this Paragraph. Should Customer, on or after January 1, 1996, intend to relinquish all or any part of the right to receive the quantity of water specified in Paragraph 1, above, it will provide Company with written notice of such intention, specifying the quantity of water to be relinquished. Company shall have thirty (30) days within which to give written notice to Customer of its election to reacquire such right. If Company gives such notice, it shall, within ninety (90) days after giving such notice, pay to Customer an amount equal to that portion of the (adjusted) System Connection Charge paid by Customer allocable pro rata to the portion of the right being relinquished, plus interest on such amount at the average First National Bank of Santa Fe prime rate during the period of time from Customer's payments to the date of reacquisition by Company. Such payment may, in Company's discretion, consist of cash plus a note for up to three-quarters of the total amount, payable within one year with interest at the First National Bank of Santa Fe prime rate. Upon receiving such payment Customer's right to receive such quantity of water hereunder shall be fully extinguished. Should Company fail to exercise this option to reacquire such rights, Customer may transfer such rights to other persons or entities having interests in lands, and for use on such lands, within the service area specified in Company's then-current Water Franchise Ordinance with the County of Santa Fe, New Mexico, but only upon the express written approval of Company (which approval shall not be unreasonably withheld); provided, however, that where the transferee is a successor-in-interest to Customer as to all or a portion of the land set forth in Exhibit "A", such approval shall be automatic upon Customer's filing of an application therefor with Company, on a form prescribed by Company (and in such case Company's first right to reacquire such rights as set forth above shall not apply). Customer may, alternatively, relinquish such rights to Company unilaterally, regardless of Company's willingness to accept them, but in that case Company shall be obligated to pay Customer only the pro rata amount of the System Connection charge applicable to the rights being relinquished, and Company shall have up to five years, in Company's discretion, within which to make such payment. In the event of any such transfer, whether to Company or to a third party, the preferential rights to future additional commitments of water set forth in Paragraph 8, above, if not already exercised, shall terminate.

14. Water Franchise Ordinance. The parties expressly agree that Company's obligations hereunder are subject to and limited by the terms and conditions of the Water

Franchise Ordinance adopted by the Board of County Commissioners of the County of Santa Fe, on or about the 13th day of September, 1994, and recorded in the records of Santa Fe County at Book 1108, pages 528-546, which was accepted by Company on or about the 13th day of October, 1994.

15. Special Additional System Connection Charge: Termination by Company.

Customer understands that Company's commitment to provide to Customer the quantity of water specified in Paragraph 1, and to perform any other of its obligations hereunder, is contingent upon Company's construction of the trunk line shown on Exhibit "B", and that such construction, in turn, is contingent on Company receiving subscriptions for a sufficient quantity of water from Initial Customers by way of contracts such as this one to make such construction financially feasible for Company. Additionally, Customer understands that the System Connection Charge set forth in Paragraph 2, above, is based upon Company's best estimate of the likely cost of construction of the system as shown on Exhibit "B", and that that estimate is subject to change due to necessary but unforeseeable changes in the design of the system, unexpected increases in cost of construction or materials, and the like. In the event Company determines, on the basis of final drawings for the system and bids submitted by contractors, that the Initial Customer commitments obtained by Company are insufficient to cover the cost of constructing the system, Company shall assess each Initial Customer a Special Additional System Connection Charge, on a pro rata basis (according to the System Connection Charges determined as to each), but in no event exceeding twenty percent (20%) of Customer's System Connection Charge. If any Customer refuses to concur in such Special Additional System Connection Charge, and Company is otherwise unable to renegotiate the System Connection Charges for committed customers so as to enable it to proceed with construction, Company reserves the right to redesign the system, and to terminate this contract if such redesign makes infeasible the delivery of water to Customer. In such event, Company shall remit to Customer all sums paid in excess of Customer's pro rata share of costs incurred by Company to date, and Company shall have no further liability whatsoever to Customer hereunder or on account of such termination.

16. Initial Customer Advisory Committee. Customer or its designee shall be a member of the Initial Customer Advisory Committee to the Board of the Company, and for so long as the Customer shall have any rights hereunder, Customer shall be entitled to membership on said committee. The Initial Customer Advisory Committee shall have the right to receive notice of Board meetings and minutes of the meetings of the Board. The Committee may advise the Board on matters coming before the Board. Upon the transfer of all of Customer's rights hereunder to any third party or parties, or upon Customer's written resignation from the Committee, Customer's membership on the Initial Customer Advisory Committee shall terminate.

17. Persons Bound. Except as otherwise set forth herein, the rights, duties, obligations and commitments set forth herein are fully binding upon and enforceable against the parties hereto, their employees, agents, successors-in-interest, heirs and assigns.

18. Notices. Any notice required hereunder to be given to Customer shall be transmitted by certified mail, return receipt requested, to:

Mr. Nathan Greer  
Greer Enterprises  
Post Office Box 1627  
Santa Fe, New Mexico 87504-1627

and by facsimile transmission to 505/984-9102, unless Customer gives notice to Company that such notices should be delivered to a different person and/or number.

Any notice required hereunder to be given to Company shall be transmitted by certified mail, return receipt requested, to:

Richard W. Hughes, General Counsel  
Rothstein Law Firm  
500 Montezuma, Suite 101  
Santa Fe, New Mexico 87501

and by facsimile transmission to 505/982-0307, unless Company gives notice to Customer that such notices should be delivered to a different person and/or number.

19. Default. Before Customer or Company shall be in default under this Contract, the party claiming the default shall give thirty (30) days written notice of the claimed default with the opportunity to cure said default.

20. Approvals. Company agrees to pursue all governmental approvals required to provide the water service required by this Contract in a timely and diligent fashion.

21. Entire Agreement. This document sets forth the entire agreement by and between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or written, by and between the parties or their agents shall be valid or enforceable to add to or alter any term or provision hereof unless expressly set forth herein, nor shall any term or condition of this Agreement be changed or added to in any respect except by a document expressly purporting to amend this Agreement, and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the date first stated above.

GREER ENTERPRISES, INC.

By: *Nathan Greer*  
Nathan Greer

SANTA FE COUNTY WATER COMPANY

By: *Raymond H. Chang*  
Chairman, Board of Directors

JRWHS978.8

EXHIBIT "A"  
LEGAL DESCRIPTION

All of Section 16, Township 16 North, Range 9 East, N.M.P.M.,  
excepting therefrom the following described property:

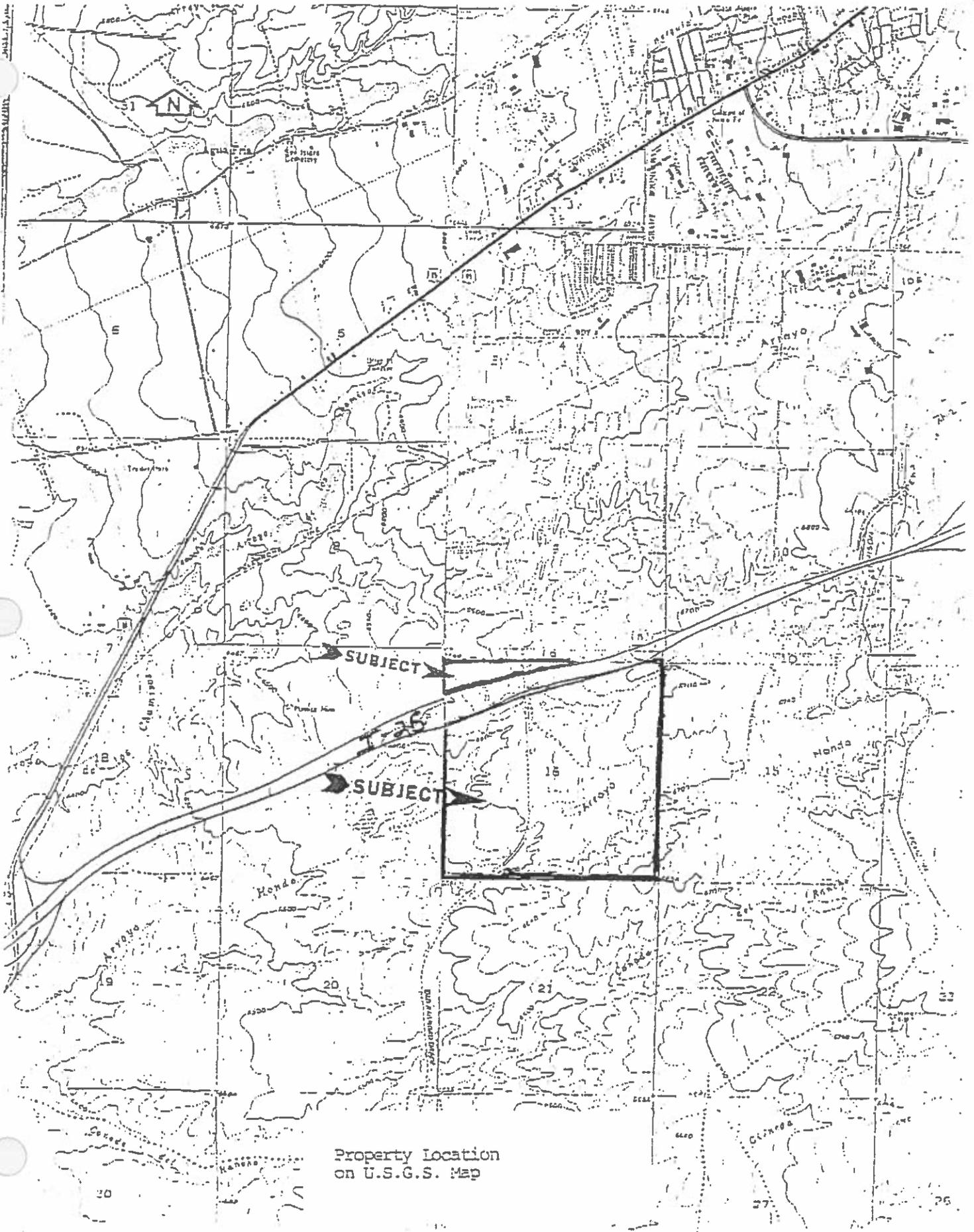
(6-1) A certain tract or parcel of land, lying and being situate in the NW 1/4 NW 1/4, the SW 1/4 NW 1/4, the NE 1/4 NW 1/4, the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of Section 16 T. 16N., R. 9E., NMPM, County of Santa Fe, State of New Mexico, being more particularly bounded and described as follows, to wit:

Beginning at a point for the northeasterly corner of Section 16; thence S. 88 degrees 51' 34" W. along the northerly line of Section 16 a distance of 78.16 feet to a point on the southerly right of way and Access Control line of NMP I-025- 3(36)272, County of Santa Fe, State of New Mexico, the true point and place of beginning and point on curve; thence westerly on a 1.221 degree curve (radius = 4593.66 feet) thru an arc of 18.716 degrees to the right a distance of 1522.97 feet to a point of tangent; thence S. 78 degrees 13' W. a distance of 551.4 feet to a point of curve; thence westerly on a 0.751 degree curve (radius = 7529.44 feet) thru an arc of 13 degrees 23' to the left a distance of 1753.65 feet to a point of tangent; thence S. 64 degrees 50' W. a distance of 409.8 feet to a point of curve; thence westerly on a 0.739 degree curve (radius = 7749.44 feet) thru an arc of 6.922 degrees to the right a distance of 1207.32 feet; thence S. 01 degrees 10' E. a distance of 284.88 feet; thence S. 88 degrees 50' W. a distance of 31.0 feet to a point on the easterly line of Richards Avenue; thence W. 01 degrees 10' W. along the said easterly right of way line a distance of 1300.0 feet to a point on the northerly right of way line of NMP I-025-3(36)2721 thence N. 88' 50' E. along the said northerly right of way line a distance of 31.0 feet; thence S. 01 degrees 10' E. a distance of 50.84 feet to a point of curve; thence easterly on a 0.494 degree curve (radius = 11,609.16 feet) thru an arc of 04 degrees 07' 12"

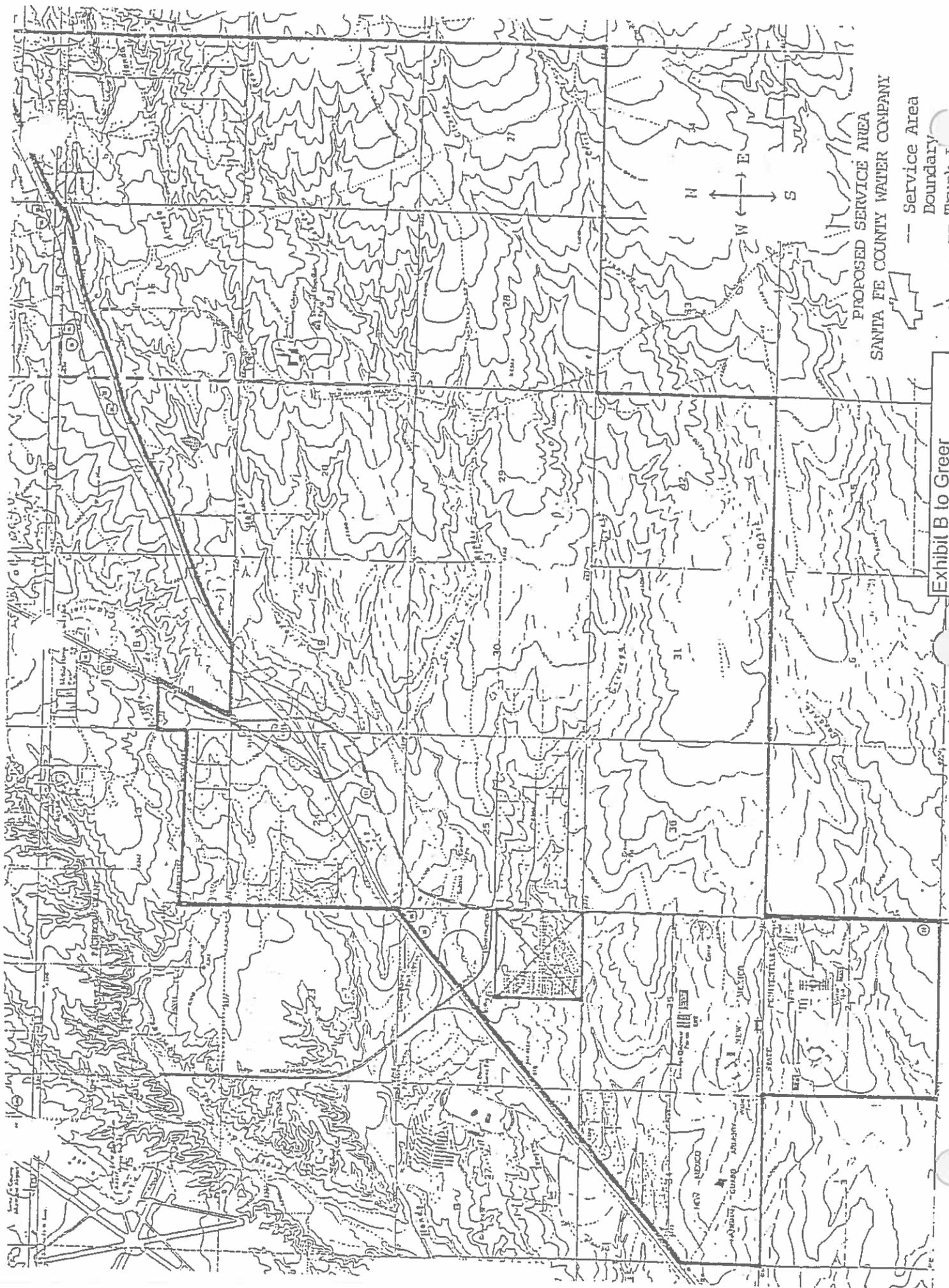
Exhibit A to Greer Enterprises  
Contract

to the right a distance of 834.10 feet to a point of tangent; thence N. 75 degrees 52' E. a distance of 2836.26 feet to a point on the northerly line of Section 16; thence N. 33 degrees 51' 34" E. along the northerly line of Section 16 a distance of 1072.80 feet to the point and place of beginning.

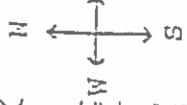
Containing 73.353 acres more or less, with warranty covenants.



Property Location  
on U.S.G.S. Map



PROPOSED SERVICE AREA  
SANTA FE COUNTY WATER COMPANY

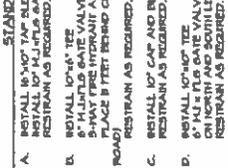


- Service Area
- Boundary
- Trunk Line

Exhibit B to Greer  
Enterprises Contract

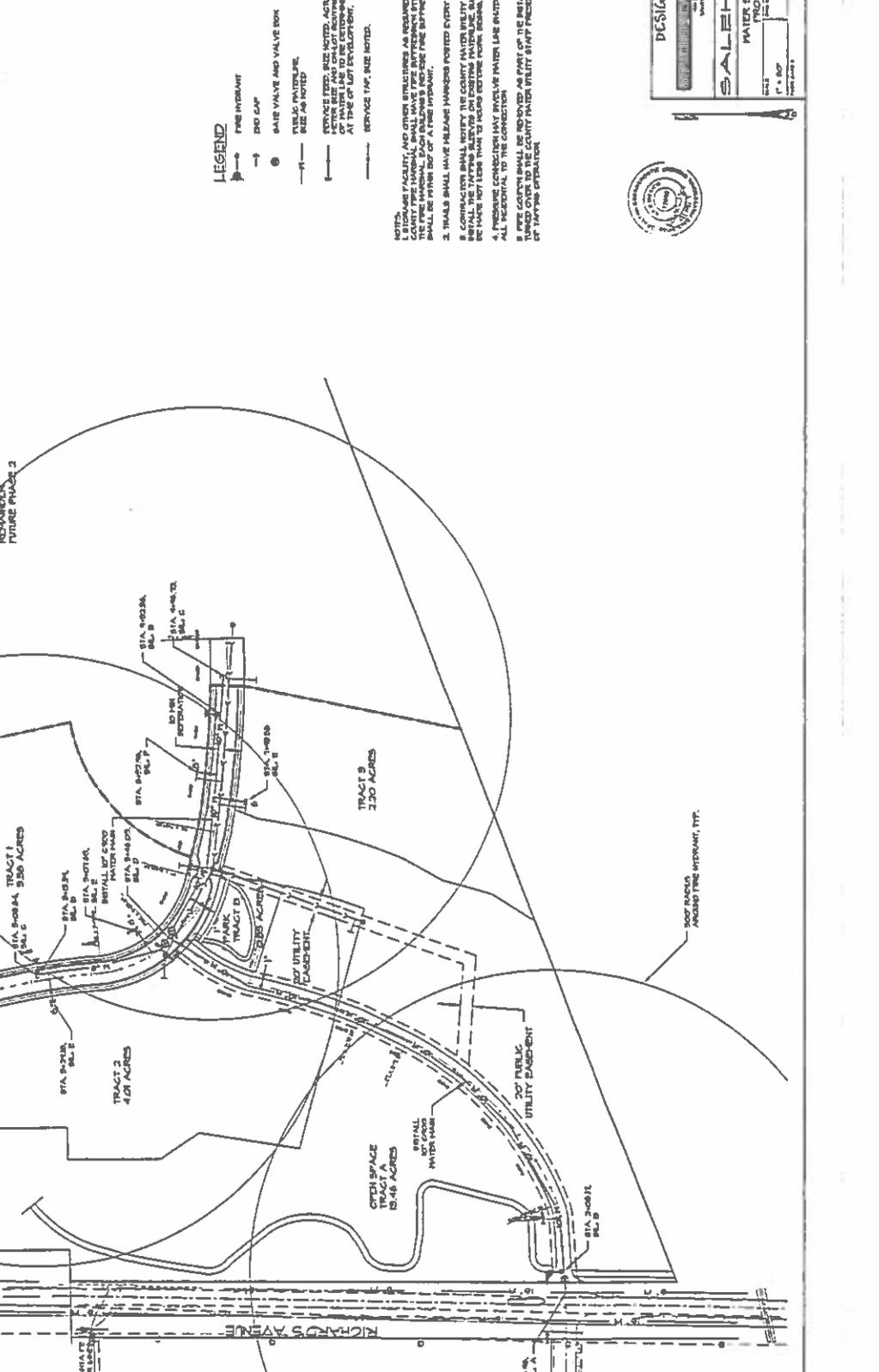
**STANDARD INSTALLATION LIST (SIL)**

- A. INSTALL 16" x 40" TAP SLEEVE ON EXISTING WATERLINE. INSTALL 10" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- B. INSTALL 10" x 16" TEE. 8" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- C. INSTALL 10" x 16" TEE. 8" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- D. INSTALL 10" x 16" TEE. 8" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- E. INSTALL 10" x 16" TEE. 8" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- F. INSTALL 10" x 16" TEE. 8" H.P.L.S GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.



**NOTES:**

1. CONTRACTOR SHALL VERIFY THE COUNTY WATER UTILITY OF THEIR SERVICE TO THE PROPERTY. CONTRACTOR SHALL VERIFY THE COUNTY WATER UTILITY OF THEIR SERVICE TO THE PROPERTY. CONTRACTOR SHALL VERIFY THE COUNTY WATER UTILITY OF THEIR SERVICE TO THE PROPERTY.
2. TRAILS SHALL HAVE RELEASE MARKERS POSTED EVERY TENTH OF A MILE.
3. CONTRACTOR SHALL NOTIFY THE COUNTY WATER UTILITY OF THEIR SERVICE TO THE PROPERTY. CONTRACTOR SHALL NOTIFY THE COUNTY WATER UTILITY OF THEIR SERVICE TO THE PROPERTY.
4. PRESSURE CONNECTIONS MAY INVOLVE WATER LINE SHUTDOWNS AND CONNECTIONS ALL RESIDENTIAL TO THE CONNECTION.
5. FIRE GARDENS SHALL BE PROVIDED AS PART OF THE INSTALLATION WORK AND BE MAINTAINED ON THE COUNTY WATER UTILITY STAFF PRESENT DURING CONSTRUCTION OF THE FIRE GARDENS.



REVISIONS

DATE	BY



DESIGN ENGINEER

**SALEH PHASE I**

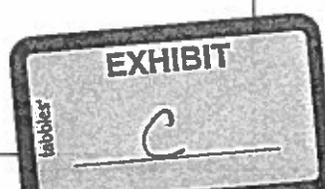
WATER SERVICE AND FIRE PROTECTION PLAN

DATE: 11/11/2011

PROJECT NO: 11-001

SCALE: 1" = 40'

PROJECT: 11-001









Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: *December 21, 2015*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting January 12, 2016*

**A Water Line Extension and Water Delivery Agreement Between Homewise, LLC and Santa Fe County For an Extension of Infrastructure and Water Service (Utilities Division/Sandra Ely)**

---

### SUMMARY:

This proposed Water Line Extension and Water Delivery Agreement (Agreement) between Homewise, Inc. (Homewise) and Santa Fe County (County) allows for the design and construction of a water line extension and water service for the second phase of the Tessera development, Tessera 2. Upon Utility Director acceptance (at a future date), the new infrastructure and associated easements will be dedicated to the County.

### BACKGROUND:

Homewise proposes to construct 78 new residential homes on 81 acres of land located off the NM 599 Frontage Road at Via Tessera. The total proposed water budget for Tessera 2, including the 20% add-on required by Resolution 2006-57, is 18.72 acre-feet/year (AFY). Pursuant to Resolutions 2006-2 and 2010-89, Homewise will not be required to bring water rights for the portion of the development that is affordable housing.

### DISCUSSION:

Homewise is proposing to design and construct multiple tie-ins and extensions to the Utility's existing 8" PVC water mains with the development, and additional water infrastructure including service lines and meter boxes for each building. The proposed infrastructure improvements, including easements, will be at Homewise's sole expense and will be designed and constructed to County standards. Upon completion, Homewise will offer to dedicate the improvements and easements to the County. The dedication will not be effective until it is accepted by the Utility Director.

**ACTION REQUESTED:**

Approve subject Water Line Extension and Water Delivery Agreement.

**Attachment:**

Water Line Extension and Water Delivery Agreement between Santa Fe County and Homewise, LLC

**WATER LINE EXTENSION  
and  
WATER DELIVERY AGREEMENT**

This Water Line Extension and Water Delivery Agreement ("Agreement"), effective as of the last date set out below, is made by and between Santa Fe County, acting through its Water Utility ("Utility"), and Homewise, Inc. ("Customer").

**Recitals**

A. This Agreement governs the terms and conditions under which the Utility will make water service from the Utility available to Customer to serve Phase 2 of the Tessera Subdivision ("Development"), consisting of 78 residential lots located in Santa Fe County, New Mexico, as shown on Exhibit A. Incorporated into and made a part of this Agreement by reference are the Utility Customer Service Policies ("Utility Policies") adopted by Santa Fe County ("County") Resolution No. 2012-88, and the Line Extension Policy adopted under Resolution No. 2006-57, as the same may be amended, superseded, or replaced from time to time. If there is any direct conflict between the Utility Policies and Resolution No. 2006-57, the Utility Policies will prevail.

B. Customer is the owner and developer of Development. Customer has requested the Utility to provide domestic and fire protection water service of up to 18.72 acre feet per year ("AFY") for the Development ("requested water service").

C. The Development is within the service area of the Utility and the Utility's distribution lines encircle, but do not completely extend throughout Tessera Phase 2. In order to physically serve the Development the lines must be further extended ("Line Extension Project" or "Project").

D. As described in greater detail below, Customer will at its sole expense be responsible for the following:

(1) Line Extension Project. Subject to the County's review and approval, the Customer shall design, construct, and install the Line Extension Project consisting of: (i) multiple tie-ins and extensions to the Utility's existing 8" PVC water mains within the Development; (ii) individual service lines, service saddles, and meter boxes for each building requiring water within the Development; (iii) control and isolation valves as required by the Utility; (iv) building lines from the meter boxes to each residence and commercial or other building, if any, that will use water within the Development; and (v) appropriate shut-off valves and all other appurtenances as may be necessary to safely deliver and measure water use at each building.

(2) Easements. The Customer shall acquire, record, and dedicate to the County such easements and other rights as may be necessary or appropriate for the Utility to lawfully own, operate, and maintain the Line Extension Project, in perpetuity, from the Trunk Line, up to and including each individual meter box.

(3) Water Rights. Customer shall acquire and dedicate to the County sufficient water rights to serve the Development.

E. All water lines and other infrastructure described in Recital (D)(1) to be constructed and installed from the main line connections up to and including the service meter boxes are collectively referred to in this Agreement as "Utility Improvements." All building service lines and other infrastructure of the Line Extension Project to be constructed and installed downstream and following the meter boxes are collectively referred to in this Agreement as "Customer Improvements."

F. As further set out below, the Line Extension Project, easements, and water rights must meet or exceed applicable Utility Standards and all except the Customer Improvements must be dedicated or assigned to and accepted by the County before water service may commence under this Agreement. The Customer Improvements shall remain the property of Customer.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Utility and the Customer covenant and agree as follows:

### 1. Line Extension Project

1.1 General. The Line Extension Project consists of: the design, engineering, construction and installation of all Utility Improvements and Customer Improvements in compliance with Utility and other applicable standards to assure reliable and safe delivery of water to the Development; and reclamation of all disturbed surface areas to their preconstruction condition or as required by applicable law.

1.2 Customer Responsibility and Standards. Customer shall at Customer's sole expense complete all aspects of the Line Extension Project. All Utility and Customer Improvements shall conform to the standards and requirements, as applicable, of the American Water Works Association (AWWA), the New Mexico Standard Specifications for Public Works Construction (NMAPWA 2006 Edition or subsequent revisions), and the Utility. The Customer shall be responsible for assuring that the Project is designed, constructed, installed and tested in compliance with all applicable federal, state, and local laws, regulations, and codes.

1.3 Description and Features. As schematically shown on Exhibit B to this Agreement, the Utility Improvements shall include the following features:

1.3.1 Various "Tees" installed in the existing 8" PVC mains that exist within the Development.

1.3.2 8" distribution line extensions from the installed "Tees" down newly created streets and cul-de-sacs.

1.3.3 Service saddles/line taps, service lines, meter boxes, and meter setters to provide service to seventy-eight (78) residential lots and other buildings, if any, that will use water within the Development.

1.3.4 Service meter boxes shall be installed at each separately metered service connection, one for each building that requires water and a minimum of one for each residential lot. The project engineer shall consult with the Utility to properly size the meters based on anticipated demand.

1.3.5 Valves, service taps, fire hydrants, fire service lines and meters, backflow preventers, and such other infrastructure as the Utility may require, in its judgment, to comply with County ordinances and resolutions and to safely and reliably provide and accurately measure water delivered to each building within the Development.

1.4 Professional and Personnel Qualifications. The Customer shall assure that the Utility Improvements are designed, constructed, installed, and tested by qualified personnel and, where required by law or applicable professional codes, by New Mexico licensed professionals. A New Mexico licensed professional engineer (or engineers) shall serve as project engineer who shall perform, supervise, or oversee all work, as required by the New Mexico Engineering and Surveying Practices Act, including design, fabrication, construction, installation, and testing of Utility Improvements, and such project engineer (or engineers) shall certify and stamp all drawings, plans and specifications. A New Mexico licensed surveyor shall perform or supervise all construction surveying and shall certify all survey plats.

1.5 Oversight and Review. The Line Extension Project shall be supervised and overseen by a qualified project engineer. The project engineer shall formally submit the Project design to the Utility for review and approval at the 65%, 90% and 100% stages of completion and submit the project specifications at the 90% and 100% stages of completion for Utility review and approval. Such approval shall not to be unreasonably withheld. The Utility will issue written comments at each stage of the design. Upon its approval of the 100% final design and specifications, the Utility shall issue a final written approval of the Line Extension Project design. To ensure that the Utility is fully informed at all stages of the Project, the project engineer shall meet and confer with the Utility on a regular basis.

#### 1.6 Construction.

1.6.1 Definition. As used in this Agreement, "construction" includes the construction, installation, testing, and final certified documentation of the as-built conditions of the Utility Improvements.

1.6.2 Commencement. Construction shall not commence until after: (i) the Utility has issued its final written approval of the Project design; (ii) the Customer has

acquired the easements required under this Agreement; (iii) the Customer has demonstrated to the Utility's satisfaction that the construction will be carried out and supervised by a professional contractor who possesses a valid New Mexico Utility Contractor's license and who is bonded or who can provide other financial assurance in a form acceptable to the Utility; and (iv) the final plat for the Development has been approved by the County and filed in the records of the County Clerk. The amount of financial assurance shall be no less than the total cost estimate for construction of the Project.

1.6.3 Inspections. The Utility shall have the right but not the duty to observe and inspect the construction as it progresses and may in its discretion require Utility staff to be present at critical stages. However, before backfilling over any segment of Utility Improvements that has been finally constructed and installed, the project engineer shall contact the Utility and arrange for a final inspection. The Utility shall promptly send an inspector who shall authorize the backfilling of the segment or shall provide the project engineer a written list of items to cure prior to backfilling. The Utility may require re-inspection of the segment prior to backfilling.

1.6.4 Change Orders. Changes to the County approved design necessitated during construction by unknown conditions or other factors may be proposed by either the Customer or the Utility. No change orders shall be implemented until they are reviewed and approved, in writing, by the project engineer and the Utility.

1.6.5 Supervision. The project engineer shall supervise all construction.

1.6.6 Field Testing. The Utility Improvements shall be field-tested using a certified testing laboratory (where applicable) and test results shall be issued under the seal of the project engineer. Tests shall be performed and reported in accordance with applicable standards and using forms provided by the Utility, where applicable, and promptly reported to the Utility. All testing results must be reviewed and approved by the Utility. The Utility shall have the right, in its discretion, to arrange for additional testing that it deems reasonably necessary or reasonably advisable based on observed conditions before, during or after construction. Customer shall be responsible for the cost of any such additional testing.

1.6.7 Documentation of As-Built Utility Improvements. The project engineer shall provide the Utility with complete, final and certified record (as-built) drawings, along with a letter of certification stating that all Utility Improvements have been completed in accordance with the approved drawings and specifications, and all pre-approved change orders. The as-built drawings shall include, but are not limited to, distances between all fittings, valves, hydrants, meters and other appurtenances, and complete and accurate valve card data. In addition, the following documentation shall be submitted: disinfection results, hydrostatic pressure test results, bacteriological test result, backfill compaction densities, and concrete strength test results. All as-built data shall be provided in hard copy (24" x 36") and PDF formats, with index cover map if appropriate.

1.6.8 Certificate of Completion and Warranty. Following final completion of all construction, inspection, documentation and approval of the Utility Improvements, the

Utility shall issue a Certificate of Completion to the project engineer. The Customer's contractor shall warrant to the Customer and the Utility that the Utility Improvements shall be and remain free from defect in materials and workmanship for a period of one (1) year after the date of the issuance of the Certificate of Completion. The Customer shall require the project engineer or construction contractor, or both, to furnish a performance bond to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship for a period of one year. The one-year guaranty shall begin upon issuance of the Certificate of Completion.

## 2. Easements.

2.1 General. The Customer shall be responsible at its sole expense for acquisition of all temporary construction and permanent easements required to complete the Line Extension Project.

2.2 Temporary Construction Easements. Prior to commencement of construction, the Customer shall acquire in its name such temporary construction easements as may be required to assure legal access along all segments of the Line Extension Project for the purpose of pre-construction testing and surveying, construction of all Utility Improvements, and reclamation of disturbed areas.

2.3 Permanent Easements. Prior to commencement of construction, the Customer shall acquire in its name assignable permanent easements for all Utility Improvements in a form acceptable to the Utility. The permanent easements shall in totality cover and allow access on, under, over and upon a continuous 20-foot strip of land ("Easement Area"), generally centered on the water lines, for the purpose of operating, maintaining, repairing, and replacing the Utility Improvements, in perpetuity. The Utility may require or agree to a wider or narrower Easement Area, in writing, based on unique circumstances.

2.4 Recordation. Customer shall at its expense record all temporary construction and permanent easements required under this Agreement in the records of the County clerk.

## 3. Dedication, Assignment, and Acceptance of Utility Improvements and Easements.

3.1 General. After Customer has fully performed Section 1 (Line Extension Project) and Section 2 (Easements) of this Agreement, Customer shall offer to dedicate and assign to the County the permanent easements on which the Utility Improvements are located (collectively, "Water Line Easement"), the Utility Improvements, and all warranties, guarantees, and any financial assurance in forms acceptable to the Utility.

3.2 Survey Plat. The Customer shall provide a survey plat of the Water Line Easement, acceptable to the Utility, showing a continuous perpetual Easement from the Trunk Line to and including the service meters within the Development. The plat shall reference all grants of permanent easements comprising the Water Line Easement by book, page and instrument number, including an offer of dedication of the Water Line Easement to the County, along with all Utility Improvements. The plat shall be recorded at the Customer's

expense in the records of the County Clerk.

### 3.3 County Acceptance of Easement and Utility Improvements.

3.3.1 General. The dedication of the Water Line Easement and Utility Improvements to the County shall not be effective unless and until they are accepted, in writing, by the Utility Director.

3.3.2 County Ownership. Upon the Utility Director's acceptance of the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title, and interest in the same shall vest in the County and the Utility shall thereafter be solely responsible for operating and maintaining the Utility Improvements as part of the County water distribution system.

3.3.3 Customer Ownership. Until such time as the Utility Director accepts the dedication and assignment of the Water Line Easement and Utility Improvements, all right, title, and interest in the same shall remain in the Customer and the Customer shall be solely responsible for operating and maintaining the Utility Improvements.

3.3.4 Additional Conditions. The Utility Director may impose additional conditions and requirements relating to any or all of the following before the director accepts the dedication and assignment of the Water Line Easement and Utility Improvements: (i) completion of construction of the Utility Improvements in accordance with this Agreement, (ii) proof or perfection title to the Water Line Easement, (iii) assurance that sufficient warranties, guarantees, and financial assurances are in place, or (iv) assurance that the County will have sufficient rights to guarantee perpetual legal and physical access to the Easement Area for the operation, maintenance, repair, and replacement of the Utility Improvements as part of the Utility's public water distribution system. The Utility Director shall not accept the dedication and assignment until all additional conditions, if any, are fulfilled to the Director's satisfaction.

3.3.5 Adequate Funding. The Utility Director shall not accept the dedication and assignment of the Water Line Easement and Utility Improvements, in whole or in part, until such time as sufficient funds are in the Utility's budget to assure that it can safely and reliably operate and maintain the Utility Improvements.

## 4. Water Rights.

4.1 General. As a condition of water service, and subject to Section 4.5, Customer shall provide acceptable and sufficient water rights to the Utility to cover the total approved water budget of the Development, in perpetuity. As used in this Agreement, "water rights" include valid contractual rights entitling the Customer to perpetual water service. The Utility shall not accept payment of a water service connection fee or other consideration in lieu of water rights. The water rights to be provided to cover the water budget shall have the following elements:

**Source:** Surface waters of the Rio Grande.

**Amount:** A diversion and consumptive use amount of at least 18.72 acre feet per year (18.72 AFY).

**Priority:** Pre-1907.

**Point of Diversion:** Buckman Direct Diversion ("BDD") or such other point as may be designated by the Utility.

**Purpose of Use:** Municipal

**Place of Use:** The service area of the Utility, as the same may be amended from time to time.

**Permit Conditions:** There shall be no permit conditions that are unacceptable to the Utility, including but not limited to any condition imposing a sunset clause, requiring the acquisition offset water rights, or otherwise limiting the Utility's right to divert and use water in perpetuity in accordance with the elements identified in this Section.

4.2 Water Budget. The water budget of the Development is 18.72 afy, which is the Development's total approved allowable water use plus 20%. The Development's water use shall not exceed its water budget unless: (a) the Development's increased water use complies with Utility Policies and applicable County ordinances and resolutions; (b) the Utility Director approves the increased water budget in writing; (c) Customer and the County enter into a Water Rights Transfer Agreement under which Customer will provide additional water rights, acceptable to the Utility, in the amount required to cover the Development's increased water use; and (d) this Agreement is amended accordingly.

4.3 Transfer and Dedication. Customer shall acquire, transfer and dedicate the water rights to the County as follows:

4.2.1 Customer shall be responsible for finding and acquiring the water rights to be transferred and dedicated to the County, but Customer shall not acquire the water rights until the Utility reviews the underlying permits, licenses, deeds, court orders, or other documents describing the elements and current ownership of the water rights and authorizes the acquisition. The Utility may require the Customer to provide a legal opinion as to the validity, title, amount, priority and other elements of the water rights at Customer's expense.

4.2.2 Customer shall file and prosecute an application to transfer the water rights to the BDD point of diversion or to such other point as may be designated by the Utility. The application shall be filed with the New Mexico Office of the State Engineer ("OSE") and name the County as a co-applicant. Customer shall at Customer's expense file, diligently prosecute and defend the application before the OSE, on appeal, and in any related judicial or administrative proceeding.

4.2.3 Upon issuance of a permit by the State Engineer that is acceptable to the County, not subject to further appeal, and that meets the requirements of Section 4.1, Customer shall dedicate the water rights to the County by executing a warranty deed granting the water rights to the County. Customer shall at Customer's expense file a change of ownership in accordance with law showing the County as the sole owner of the water rights.

4.4 Defense and Replacement of Water Rights. In the event a suit, water rights adjudication, or administrative action in which the title, validity or any element of the water rights dedicated to the County under this Agreement are challenged, Customer shall at its expense indemnify the County and defend the title, validity, and elements of the water rights. If the challenge is successful, in whole or in part, Customer shall provide replacement water rights to the Utility as soon as practicable after entry of a final district court judgment or administrative decree, as needed to assure continued compliance with Section 4.1 for as long as the County provides water service to the Development. The Utility may discontinue water service if Customer fails to provide replacement water rights to the Utility within one year from the date of the final judgment or administrative decree; provided, however, that service shall not be discontinued if Customer and the County are co-applicants to transfer replacement water rights for the Development in accordance with Section 4.3.

4.5 Affordable Housing. The Customer is required to enter into an Affordable Housing Agreement with the County pursuant the County's Affordable Housing Program established pursuant to County Ordinance No. 2006-2, as amended, and the County Affordable Housing Regulations adopted under County Ordinance No. 2010-189. Notwithstanding any other provision of this Agreement, the Customer's obligation to provide water rights shall be reduced by the number of affordable houses within the Development that are constructed and sold within the Development, to the extent allowed under the Customer's fully-executed Affordable Housing Agreement, as the same may be amended from time to time.

## 5. Customer Improvements.

5.1 Customer's Responsibility. The Customer shall be responsible for all costs associated with constructing the Customer Improvements to the Utility's satisfaction in accordance with all applicable Utility Policies, including the service lines, valves, and any other plumbing needed to connect the meter boxes to each building constructed as part of the Development.

5.2 Cross Contamination. The Customer shall assure that there is no cross-connection between any other source of water, such as a water well, and the service lines within the Development.

5.3 Inspection. Customer shall notify the Utility when the Customer Improvements are being constructed and installed. The Utility shall have the right but not the duty to inspect the Customer Improvement for compliance with this Agreement.

## 6. Water Service

6.1 Scheduling. Notwithstanding any language in Resolution 2006-57 seemingly to the contrary, after execution of this Agreement the Utility Director shall recommend to the Board of County Commissioners (BCC) that the entire 19.5 AFY be scheduled for delivery to the Development and approved by resolution. This Agreement shall not thereafter terminate except as provided in Section 7, even if the scheduled water delivery does not occur within one year of being scheduled. However, Customer shall not be entitled to water service until customer accounts are established pursuant to Section 6.2.

6.2 Application. Upon the Utility's issuance of a Certificate of Completion of the Utility Improvements, the Utility Director's acceptance of the dedication and assignment of the Utility Improvements and Water Line Easement to the County, and Customer's compliance with Section 4 regarding water rights, Customer may apply to the Utility for customer accounts for each commercial building, residence and other building requiring water within the Development, as applicable, up to a total of 19.5 AFY. The application for customer accounts shall be in a form acceptable to the Utility and in accordance with Utility Policies and practices.

6.3 Account Transfer. An initial customer account established under Section 6.2 shall be transferred to the lessee or subsequent owner of the residence or building ("Subsequent Customer") for which Customer established the initial account in accordance with applicable Utilities policies.

6.4 Fees and Charges. Subject to Section 6.6, for each separate account, Customer and Subsequent Customers shall pay when due all fees and charges as required under this Agreement and Utility Policies,<sup>1</sup> including the following:

6.3.1 Meter Installation Fee. Meter installation fees shall be paid based on the size of the service meter to be installed, in accordance with Utility Policies. The meter installation fee shall be paid at the time each customer account is established.

6.3.2 Standby Fees and Service Charges. After Utility service is available to the Development, Customer and all Subsequent Customers shall pay standby fees and service charges (e.g., fire service line charges) in accordance with Utility Policies.

6.5 Service Policies. Following establishment of an initial customer account, Customer and Subsequent Customers shall be subject to all applicable Utilities Policies, as the same may be amended from time to time.

6.6 Affordable Housing. Notwithstanding any other provision of this Agreement, the obligation to pay fees and charges shall be waived for affordable houses that are constructed and sold in accordance with and to the extent permitted by the Customer's fully-executed Affordable Housing Agreement with the County, as the same may be amended from time to time.

---

<sup>1</sup> As provided in Section 4 of this Agreement, no water service connection fee shall be paid.

## 7. Termination.

7.1 Automatic Termination. This Agreement shall terminate automatically: (1) on its third anniversary if construction of the Line Extension Project has not commenced as of that date, (2) on its sixth anniversary if the Line Extension Project is not substantially complete as of that date, or (3) with written notice of termination by Customer mailed to the Utility by first class mail, return receipt requested, at any time before the Utility accepts dedication of the Utility Improvements and Line Extension Easement. These automatic termination dates may be extended through amendment of this Agreement.

7.2 Material Breach. This Agreement may be terminated for an uncured material breach. In the event of an alleged material breach, the non-breaching party shall give the other party written notice of breach, who shall have ninety (90) days thereafter to cure the breach. If the breach is not cured within 90 days, the non-breaching party may terminate this Agreement by providing the other party written notice of termination.

7.3 Mutual Agreement. This Agreement may be terminated by a written agreement between the parties.

7.4 No Obligation. In the event this Agreement terminates, the Utility shall have no obligation to provide water to the Development.

## 8. Miscellaneous Provisions.

8.1 Water Wells. Customer represents that there are no water wells within the Development and Customer shall not drill any new water well to serve the Development so long as water service from the Utility is available.

8.2 Assignment. This Agreement shall not be assignable except to a subsequent owner of the Development.

8.3 Amendment. This Agreement may be amended only by a written amendment executed by and between the County and the Customer.

8.4 Indemnity. Customer shall indemnify, defend, and hold the County harmless, including its commissioners, employees, contractors, and agents, from and against all loss, costs, claims, causes of action, and any and all other liability relating to or arising from the Line Extension Project, the defense of the water rights under Section 4, or relating to or arising from Customer's actions or omissions, including the actions or omissions of Customer's employees, contractors, or agents.

8.5 Insurance. From the commencement of the Line Extension Project until the term of the warranty under Section 1.6.7 of the Agreement expires, Customer shall maintain a general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to the Line Extension Project. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County

as an additional insured. The Customer shall provide proof of such general liability insurance acceptable to the County.

8.6 Survival. Sections 8.4 and 8.5 shall survive termination of this Agreement.

8.7 Integration. This Agreement sets out the complete Agreement between the parties regarding the Utility's provision of water service to the Development, and all prior agreements and understandings, whether written or oral, are incorporated into this Agreement.

8.8 Debt. Nothing in this Agreement requires the County to incur any debt in violation of NMSA 1978, Sections 6-6-11 through 6-6-18 (1999).

8.9 Binding Effect. This Agreement shall be binding on and inure to the benefit of any subsequent owner of the Development and any successor or assignee of the Utility.

8.10 Venue and Applicable Law. In the event of any dispute between the parties regarding this Agreement, the exclusive venue shall be New Mexico State District Court, First Judicial District, Santa Fe County, New Mexico. The law of New Mexico shall apply to this Agreement.

8.11 No Third-Party Beneficiaries. This Agreement may only be relied upon and enforced by the Utility and the Customer. There are no third-party beneficiaries to this Agreement.

8.12 Incorporation of Recitals. The Recitals set out above are hereby incorporated into and made a part of this Agreement by reference.

8.13 No Waiver. The Utility's failure or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

8.14 Triplicate Originals. This Agreement shall be executed in triplicate originals.

**SANTA FE COUNTY**

By: \_\_\_\_\_  
Robert A. Anaya, Chair  
Board of County Commissioners

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

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

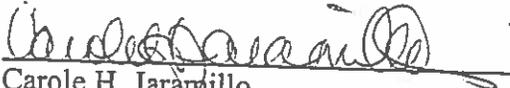
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

For  
  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 12/22/15

**APPROVED:**

  
\_\_\_\_\_  
Carole H. Jaramillo  
Santa Fe County Finance Director

Date: 12/22/15

HOMEWISE, INC.

By: [Signature]  
Michael Loftin  
CEO of Homewise, Inc.  
1301 Siler Rd, Santa Fe, NM 87507

Date: 12/21/15

ACKNOWLEDGEMENT

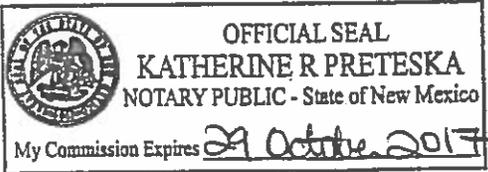
STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing Water Line Extension and Water Delivery Agreement was acknowledged before me on this 21<sup>st</sup> day of December 2015, by Brian Anderson (name), as Director of Real Estate (title) of Homewise Inc., for and on behalf of said corporation.

[Signature]  
Notary Public

My commission expires 29 October 2017





**NOTES:**

1. CONTRACTOR SHALL NOTIFY THE COUNTY WATER UTILITY OF THEIR SCHEDULE TO INSTALL WATER SERVICE. SUCH NOTIFICATION SHALL BE MADE NOT LESS THAN 72 HOURS BEFORE WORK BEGINS.
2. PRESSURE CONNECTION MAY INVOLVE WATER LINE SHUTDOWNS AND DETOURINGS. ALL INCIDENTAL TO THE CONNECTION.
3. PIPE COUPLER SHALL BE REMOVED AS PART OF THE INSTALLATION WORK, AND TIED OVER TO THE EXISTING WATER MAIN. THE TIE SHALL BE MADE DURING EXECUTION OF TAPPING OPERATION.

**LEGEND**

- SINKS WATER SERVICE
- DOUBLE WATER SERVICE
- NOT FIRE HYDRANT
- NOT WATER LINE CAP
- NOT 8" PUBLIC MAINLINE, UNLESS OTHERWISE NOTED
- EXISTING PUBLIC MAINLINE, SIZE AS NOTED
- NOT FLOWING HYDRANT AND GATE VALVE BOX
- NOT WATER AIR 1" VACUUM RELIEF VALVE
- EXISTING WATER GATE VALVE
- EXISTING FLUSHING HYDRANT AND GATE VALVE

**STANDARD INSTALLATION LIST (SIL)**

- A. INSTALL 8"x4" TAP SLEEVE ON EXISTING MAINLINE.  
INSTALL 4" H-LIFLID GATE VALVE AND VALVE BOX.  
RESTRAIN AS REQUIRED.
- B. INSTALL 8"x8" TAP SLEEVE ON EXISTING MAINLINE.  
8" H-LIFLID GATE VALVE AND VALVE BOX.  
8" W-FLUSHING HYDRANT WITH WFT NOZZLE.  
PLACE 3" TIE TO EXISTING GROUND.  
RESTRAIN AS REQUIRED.
- C. INSTALL 4" CAP AND BLOSSOM.  
RESTRAIN AS REQUIRED.
- D. INSTALL FLUSHING HYDRANT WITH 2" GATE VALVE AND BOX.  
RESTRAIN AS REQUIRED.
- E. INSTALL 8"x4" TAP SLEEVE ON EXISTING MAINLINE.  
INSTALL 1" AIR 1" VACUUM RELIEF VALVE AND VALVE BOX.  
RESTRAIN AS REQUIRED.
- F. INSTALL 8"x8" TAP SLEEVE ON EXISTING MAINLINE.  
INSTALL 8" H-LIFLID GATE VALVE AND VALVE BOX.  
RESTRAIN AS REQUIRED.
- G. INSTALL 8"x8" TAP SLEEVE ON EXISTING MAINLINE.  
INSTALL 8" H-LIFLID GATE VALVE AND VALVE BOX.  
8" W-FLUSHING HYDRANT WITH WFT NOZZLE.  
RESTRAIN AS REQUIRED.
- H. INSTALL 8"x8" TIE.  
8" H-LIFLID GATE VALVE AND VALVE BOX.  
8" W-FLUSHING HYDRANT ASSEMBLY WITH WFT NOZZLE.  
RESTRAIN AS REQUIRED.
- I. INSTALL 1" AIR 1" VACUUM RELIEF VALVE AND VALVE BOX.  
RESTRAIN AS REQUIRED.

**REVISIONS**

NO.	DATE	BY

**SCALE**



**DESIGN ENGINEER**

THE ENGINEERING COMPANY  
 1000 W. 10TH AVENUE, SUITE 200  
 DENVER, COLORADO 80202  
 PHONE: 733-1111  
 FAX: 733-1112

**WATER PLAN**

PROJECT NO. 1000000000  
 SHEET NO. 1000000000  
 DATE: 10/10/2000  
 DRAWN BY: JLD  
 CHECKED BY: JLD

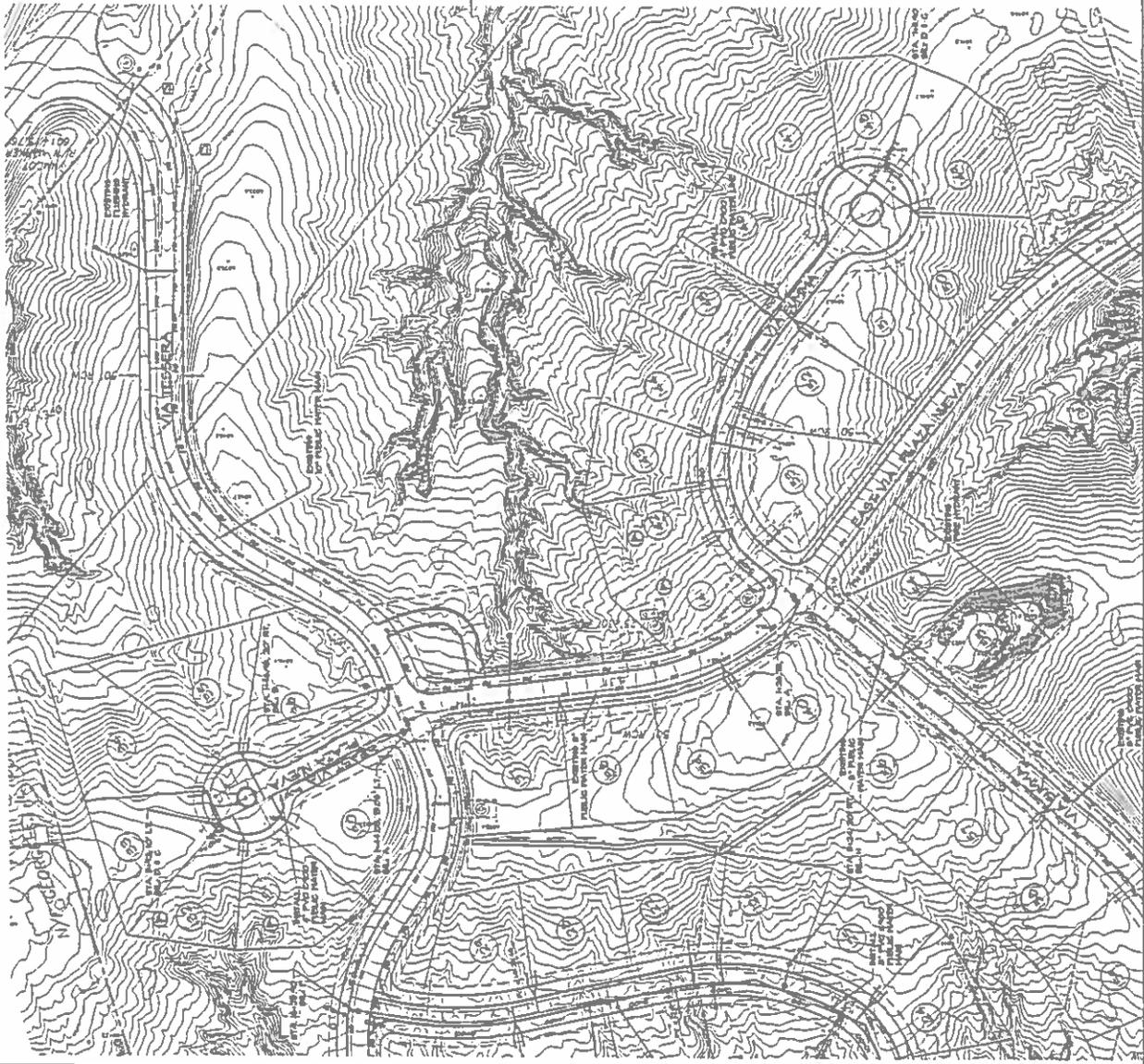


Exhibit B-1



**NOTES:**

1. CONTRACTOR SHALL NOTIFY THE COUNTY WATER UTILITY OF THEIR SCHEDULE TO INSTALL THE TAPPING SLEEVE ON EXISTING WATERLINE. SUCH NOTIFICATION SHALL BE MADE NOT LESS THAN 15 HOURS BEFORE WORK BEGINS.
2. PRESSURE CONNECTION MAY INVOLVE WATER MAINS UNDER TENSION. CONTRACTOR, AT ALL SUBSTANTIAL POINTS OF CONNECTION, SHALL BE RESPONSIBLE TO THE COUNTY WATER UTILITY STAFF PRESENT DURING EXECUTION OF TAPPING OPERATION.
3. FIRE GROUND SHALL BE REMOVED AS PART OF THE INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO THE COUNTY WATER UTILITY STAFF PRESENT DURING EXECUTION OF TAPPING OPERATION.



**STANDARD INSTALLATION LIST (S.I.L.)**

- A. INSTALL 8" x 4" TAP SLEEVE ON EXISTING WATERLINE. RESTRAIN AS REQUIRED.
- B. INSTALL 8" x 6" TAP SLEEVE ON EXISTING WATERLINE. 6" x 4" LUGS GATE VALVE AND VALVE BOX. 5-WAY FIRE HYDRANT ASSEMBLY WITH 1/2" NOZZLE. RESTRAIN AS REQUIRED.
- C. INSTALL 4" CAP AND BLOCKING. RESTRAIN AS REQUIRED.
- D. INSTALL FLUSHING HYDRANT WITH 2" GATE VALVE AND BOX. RESTRAIN AS REQUIRED.
- E. INSTALL 8" x 4" TAP SLEEVE ON EXISTING WATERLINE. INSTALL 1" AIR & VACUUM RESET VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- F. INSTALL 8" x 4" TAP SLEEVE ON EXISTING WATERLINE. INSTALL 8" x 4" FLIP GATE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- G. INSTALL 1" AIR VACUUM RELEASE VALVE AND VALVE BOX. RESTRAIN AS REQUIRED.
- H. INSTALL 8" x 6" TEE. 6" x 4" LUGS GATE VALVE AND VALVE BOX. 5-WAY FIRE HYDRANT ASSEMBLY WITH 1/2" NOZZLE. RESTRAIN AS REQUIRED.

**LEGEND**

- DOUBLE WATER SERVICE
- SINGLE WATER SERVICE
- 12" WATER MAIN
- 8" WATER MAIN
- 6" WATER MAIN
- 4" WATER MAIN
- 2" WATER MAIN
- 1" WATER MAIN
- 1/2" WATER MAIN
- 1/4" WATER MAIN
- 1/8" WATER MAIN
- 1/16" WATER MAIN
- 1/32" WATER MAIN
- 1/64" WATER MAIN
- 1/128" WATER MAIN
- 1/256" WATER MAIN
- 1/512" WATER MAIN
- 1/1024" WATER MAIN
- 1/2048" WATER MAIN
- 1/4096" WATER MAIN
- 1/8192" WATER MAIN
- 1/16384" WATER MAIN
- 1/32768" WATER MAIN
- 1/65536" WATER MAIN
- 1/131072" WATER MAIN
- 1/262144" WATER MAIN
- 1/524288" WATER MAIN
- 1/1048576" WATER MAIN
- 1/2097152" WATER MAIN
- 1/4194304" WATER MAIN
- 1/8388608" WATER MAIN
- 1/16777216" WATER MAIN
- 1/33554432" WATER MAIN
- 1/67108864" WATER MAIN
- 1/134217728" WATER MAIN
- 1/268435456" WATER MAIN
- 1/536870912" WATER MAIN
- 1/1073741824" WATER MAIN
- 1/2147483648" WATER MAIN
- 1/4294967296" WATER MAIN
- 1/8589934592" WATER MAIN
- 1/17179869184" WATER MAIN
- 1/34359738368" WATER MAIN
- 1/68719476736" WATER MAIN
- 1/137438953472" WATER MAIN
- 1/274877906944" WATER MAIN
- 1/549755813888" WATER MAIN
- 1/1099511627776" WATER MAIN
- 1/2199023255552" WATER MAIN
- 1/4398046511104" WATER MAIN
- 1/8796093022208" WATER MAIN
- 1/17592186044416" WATER MAIN
- 1/35184372088832" WATER MAIN
- 1/70368744177664" WATER MAIN
- 1/140737488355328" WATER MAIN
- 1/281474976710656" WATER MAIN
- 1/562949953421312" WATER MAIN
- 1/1125899906842624" WATER MAIN
- 1/2251799813685248" WATER MAIN
- 1/4503599627370496" WATER MAIN
- 1/9007199254740992" WATER MAIN
- 1/18014398509481984" WATER MAIN
- 1/36028797018963968" WATER MAIN
- 1/72057594037927936" WATER MAIN
- 1/144115188075855872" WATER MAIN
- 1/288230376151711744" WATER MAIN
- 1/576460752303423488" WATER MAIN
- 1/1152921504606846976" WATER MAIN
- 1/2305843009213693952" WATER MAIN
- 1/4611686018427387904" WATER MAIN
- 1/9223372036854775808" WATER MAIN
- 1/18446744073709551616" WATER MAIN
- 1/36893488147419103232" WATER MAIN
- 1/73786976294838206464" WATER MAIN
- 1/147573952589676412928" WATER MAIN
- 1/295147905179352825856" WATER MAIN
- 1/590295810358705651712" WATER MAIN
- 1/1180591620717411303424" WATER MAIN
- 1/2361183241434822606848" WATER MAIN
- 1/4722366482869645213696" WATER MAIN
- 1/9444732965739290427392" WATER MAIN
- 1/18889465931478580854784" WATER MAIN
- 1/37778931862957161709568" WATER MAIN
- 1/75557863725914323419136" WATER MAIN
- 1/151115727451828646838272" WATER MAIN
- 1/302231454903657293676544" WATER MAIN
- 1/604462909807314587353088" WATER MAIN
- 1/1208925819614629174706176" WATER MAIN
- 1/2417851639229258349412352" WATER MAIN
- 1/4835703278458516698824704" WATER MAIN
- 1/9671406556917033397649408" WATER MAIN
- 1/19342813113834066795298816" WATER MAIN
- 1/38685626227668133590597632" WATER MAIN
- 1/77371252455336267181195264" WATER MAIN
- 1/15474250491067253436239056" WATER MAIN
- 1/30948500982134506872478112" WATER MAIN
- 1/61897001964269013744956224" WATER MAIN
- 1/123794003928538027489912448" WATER MAIN
- 1/247588007857076054979824896" WATER MAIN
- 1/495176015714152109959649792" WATER MAIN
- 1/990352031428304219919299584" WATER MAIN
- 1/198070406285660843983859168" WATER MAIN
- 1/396140812571321687967718336" WATER MAIN
- 1/792281625142643375935436672" WATER MAIN
- 1/1584563250285286751870873344" WATER MAIN
- 1/3169126500570573503741746688" WATER MAIN
- 1/6338253001141147007483493376" WATER MAIN
- 1/12676506002282294014966986752" WATER MAIN
- 1/25353012004564588029933973504" WATER MAIN
- 1/50706024009129176059867947008" WATER MAIN
- 1/101412048018258352119735894016" WATER MAIN
- 1/202824096036516704239471788032" WATER MAIN
- 1/405648192073033408478943576064" WATER MAIN
- 1/811296384146066816957887152128" WATER MAIN
- 1/162259276829213363911574304256" WATER MAIN
- 1/324518553658426727823148608512" WATER MAIN
- 1/649037107316853455646297217024" WATER MAIN
- 1/1298074214633706911292594434048" WATER MAIN
- 1/2596148429267413822585188868096" WATER MAIN
- 1/5192296858534827645170377736192" WATER MAIN
- 1/10384593717069655290340754672384" WATER MAIN
- 1/20769187434139310580681509344768" WATER MAIN
- 1/41538374868278621161363018689536" WATER MAIN
- 1/83076749736557242322726037379072" WATER MAIN
- 1/1661534994731144846454520747584" WATER MAIN
- 1/3323069989462289692909041495168" WATER MAIN
- 1/6646139978924579385818082990336" WATER MAIN
- 1/1329227995784915877163615580672" WATER MAIN
- 1/2658455991569831754327231161344" WATER MAIN
- 1/5316911983139663508654462322688" WATER MAIN
- 1/10633823966279327017308926453376" WATER MAIN
- 1/21267647932558654034617852906752" WATER MAIN
- 1/42535295865117308069235705813504" WATER MAIN
- 1/85070591730234616138471411627008" WATER MAIN
- 1/170141183460469232276942823254016" WATER MAIN
- 1/340282366920938464553885646508032" WATER MAIN
- 1/680564733841876929107771293016064" WATER MAIN
- 1/1361129467683753858215545566032128" WATER MAIN
- 1/2722258935367507716431091132064256" WATER MAIN
- 1/5444517870735015432862182264128512" WATER MAIN
- 1/1088903574147003086572436452851024" WATER MAIN
- 1/2177807148294006173144872905702048" WATER MAIN
- 1/4355614296588012346289745811404096" WATER MAIN
- 1/8711228593176024692579491622808192" WATER MAIN
- 1/1742245718635204938515983245616384" WATER MAIN
- 1/3484491437270409877031966491232768" WATER MAIN
- 1/6968982874540819754063932982465536" WATER MAIN
- 1/1393796574908163950812765974491072" WATER MAIN
- 1/2787593149816327901625531948982144" WATER MAIN
- 1/5575186299632655803251063897964288" WATER MAIN
- 1/11150372599265311606502127955928576" WATER MAIN
- 1/22300745198530623213004255911857152" WATER MAIN
- 1/44601490397061246426008511823714304" WATER MAIN
- 1/89202980794122492852017023647428608" WATER MAIN
- 1/17840596158824498570403404729457216" WATER MAIN
- 1/35681192317648997140806809458914432" WATER MAIN
- 1/71362384635297994281613618917828864" WATER MAIN
- 1/14272476927059598856322723783567728" WATER MAIN
- 1/28544953854119197712645447567135456" WATER MAIN
- 1/57089907708238395425290891134710912" WATER MAIN
- 1/114179815416476790850581782269421824" WATER MAIN
- 1/228359630832953581701163564538843648" WATER MAIN
- 1/456719261665907163402327129077687296" WATER MAIN
- 1/913438523331814326804654258155374592" WATER MAIN
- 1/1826877046663628653609308516307491072" WATER MAIN
- 1/3653754093327257307218617032614982144" WATER MAIN
- 1/7307508186654514614437234065229964288" WATER MAIN
- 1/1461501637330902922887446813059928576" WATER MAIN
- 1/2923003274661805845774893626119857152" WATER MAIN
- 1/5846006549323611691549787252239714048" WATER MAIN
- 1/1169201309864722338309957450447942816" WATER MAIN
- 1/2338402619729444676619914900895895632" WATER MAIN
- 1/4676805239458889353239829801791791264" WATER MAIN
- 1/9353610478917778706479659603583582528" WATER MAIN
- 1/1870722095783555741295931920716716512" WATER MAIN
- 1/3741444191567111482591863841433433024" WATER MAIN
- 1/7482888383134222965183727682866866048" WATER MAIN
- 1/1496577676626845933036745536573373216" WATER MAIN
- 1/2993155353253691866073491073146746432" WATER MAIN
- 1/5986310706507383732146982146293492864" WATER MAIN
- 1/11972621413014767464293964292589856" WATER MAIN
- 1/239452428260295349285879285851791312" WATER MAIN
- 1/478904856520590698571758571703582624" WATER MAIN
- 1/957809713041181397143517343407165248" WATER MAIN
- 1/191561942608236279428703468681330496" WATER MAIN
- 1/383123885216472558857406937362660992" WATER MAIN
- 1/766247770432945117715413874725321984" WATER MAIN
- 1/1532495540865890235430827549450643872" WATER MAIN
- 1/3064991081731780470861655098901287744" WATER MAIN
- 1/6129982163463560941723310197802575488" WATER MAIN
- 1/1225996432692712188344662035760515072" WATER MAIN
- 1/2451992865385424376689324071521030448" WATER MAIN
- 1/490398573077084875337864814304206096" WATER MAIN
- 1/98079714615416975067572962860841219136" WATER MAIN
- 1/19615942930883395013514592572168242368" WATER MAIN
- 1/39231885861766790027029185144364845376" WATER MAIN
- 1/78463771723533580054058370288729690752" WATER MAIN
- 1/156927543447067160108116740577459381504" WATER MAIN
- 1/313855086894134320216233481154918763008" WATER MAIN
- 1/627710173788268640432466962309837526112" WATER MAIN
- 1/125542034777653728086493392461875452224" WATER MAIN
- 1/251084069555307456172986784923750904448" WATER MAIN
- 1/502168139110614912345973569847501808896" WATER MAIN
- 1/1004336278221229824691947139695037617792" WATER MAIN
- 1/2008672556442459649383894279390075235584" WATER MAIN
- 1/4017345112884919298767788558780150471168" WATER MAIN
- 1/803469022576983859753557711756300921442304" WATER MAIN
- 1/16069380451539677195071155435126184284608" WATER MAIN
- 1/32138760903079354390142308870252376569216" WATER MAIN
- 1/64277521806158708780284617740504753138432" WATER MAIN
- 1/128555043612317417560569235481009506276864" WATER MAIN
- 1/257110087224634835121138470962019012553728" WATER MAIN
- 1/514220174449269670242276941924380251071552" WATER MAIN
- 1/102844034889853934048455388384876050214304" WATER MAIN
- 1/205688069779707868096910776769752100428608" WATER MAIN
- 1/411376139559415736193821553539504200857216" WATER MAIN
- 1/82275227911883147238764310707900840171456" WATER MAIN
- 1/164550457837766294477528621415801603428112" WATER MAIN
- 1/329100915675532588955057242831603206854224" WATER MAIN
- 1/658201831351065177910114451662064137108448" WATER MAIN
- 1/131640366270213035582022903332412822721696" WATER MAIN
- 1/263280732540426071164045806664825645443392" WATER MAIN
- 1/52656146508085214232809161332965128886784" WATER MAIN
- 1/10531229301617042846561832266590257777728" WATER MAIN
- 1/21062458603234085693123664533180515555552" WATER MAIN
- 1/4212491720646817138624732906636103111104" WATER MAIN
- 1/84249834412936342772494658132722062222208" WATER MAIN
- 1/16849966825867268554499316266544414444416" WATER MAIN
- 1/33699933651734537108998632533088828888832" WATER MAIN
- 1/67399867303469074217997265066177657777664" WATER MAIN
- 1/13479973460693814843599530133355535555328" WATER MAIN
- 1/26959946921387629687199060266711111111056" WATER MAIN
- 1/539198938427752593743981205334222222221112" WATER MAIN
- 1/107839787685550518748796241066844444444224" WATER MAIN
- 1/215679575371101037497592482133688888888448" WATER MAIN
- 1/431359150742202074995184964267377777777896" WATER MAIN
- 1/86271830148440414999036992854475555555792" WATER MAIN
- 1/172543660296880829980739985689511111111584" WATER MAIN
- 1/3450873205937616599614799713790222222221168" WATER MAIN
- 1/6901746411875233199229596277580444444442336" WATER MAIN
- 1/13803492837750466398451992555116168888884672" WATER MAIN
- 1/27606985675500932796903985112233777777779344" WATER MAIN
- 1/552139713510018655938079702244675555554688" WATER MAIN
- 1/1104279427020037311776159404493511111119376" WATER MAIN
- 1/22085588540400746235523188089870222222218752" WATER MAIN
- 1/4417117708080149247104637717974044444437504" WATER MAIN
- 1/8834235416160298494210975435948088888875008" WATER MAIN
- 1/17668470832320596984421950871896177777715016" WATER MAIN
- 1/3533694166464119396884390174391355555530032" WATER MAIN
- 1/7067388332928238793768780348782711111160064" WATER MAIN
- 1/141347766658564775875375606975654222222120128" WATER MAIN
- 1/282695533317129551751151213951308444444240256" WATER MAIN
- 1/56539106663425910350230242790260888888480512" WATER MAIN
- 1/113078213326851820700464855816521777777961024" WATER MAIN
- 1/226156426653703641400929711630435555551922048" WATER MAIN
- 1/452312853307407282801858223260871111113844096" WATER MAIN
- 1/90462570661481456560371644652172222227688192" WATER MAIN
- 1/180925141322962913120074329304344444415376384" WATER MAIN
- 1/361850282645925826240148658608688888830752768" WATER MAIN
- 1/72370056529185165248029731721737777776151536" WATER MAIN
- 1/144740113058370330496059463443475555551223072" WATER MAIN
- 1/289480226116740660992118926886891111112446144" WATER MAIN
- 1/578960452233481321984237853773782222224892288" WATER MAIN
- 1/11579209044679626439684757075475444449784576" WATER MAIN
- 1/2315841808935925287936951415095088888819569536" WATER MAIN
- 1/463168361787185057587390283019017777739139072" WATER MAIN
- 1/926336723574370115174780566038035555578278144" WATER MAIN
- 1/1852673447148740231489561132076711111156556288" WATER MAIN
- 1/370534689429748046297912226415342222221131125152" WATER MAIN
- 1/7410693788594960925958244528306844444422625104" WATER MAIN
- 1/1482138757198992185191748890561371777774525008" WATER MAIN
- 1/29642775143979843703834978





