10-m

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 12/14/15
FOR CITY COUNCIL MEETING OF 01/13/16

ISSUE:

19. Request for Approval of Memorandum of Understanding – City Sewer Service for Senior Campus Property at Caja Del Rio into County Wastewater Collection System; Santa Fe County. (Stan Holland)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: December 8, 2015

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director

Via: Shannon W. Jones, Wastewater Management Division Director

From: Stan Holland, Engineer, Wastewater Management Division

Subject: Request for Approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County Allowing Wastewater Discharge from the Senior Campus @ Caja Del Rio into a County Wastewater Collection System and then into the City Wastewater Collection and Treatment System

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NOTICE TO FINANCE COMMITTEE AND CITY COUNCIL

The original Memorandum of Understanding (MOU) for this item that was submitted at the Public Utilities Committee meeting of December 2, 2015 was approved with an amendment to the MOU. The amendment was to add the language "*subject to the approval of this agreement.*" to the end of Item 6 of the RECITALS.

HISTORY

Under the terms of the 2008 Settlement Agreement and Section 22-6.2 of the Santa Fe City Code (SFCC), Santa Fe County is requesting connection to the City's sanitary sewer collection and treatment system for the proposed Senior Campus @ Caja Del Rio Road. The property for the development is a 28-acre land parcel located in Santa Fe County at 28 Caja del Rio Road north of the NM 599 Frontage Road (see vicinity map-Exhibit D). The property will be developed in four phases as a senior continuum of care campus. Uses will include a skilled nursing rehabilitation facility (58,000 square-feet), a memory care facility (35,000 square-feet), assisted living facility (150,000 square-feet-200 residents) and independent senior housing (180,000 square-feet-180 units). Per the attached water budget, the anticipated annual water use at full buildout is estimated at 67.9 afy. Santa Fe County will meter and provide the water service for this development. Since the property is outside the presumptive City limits, the sewer collection service will be considered part of the County utility, but the sewage will ultimately discharge into the City sewer system for conveyance and treatment to the City's wastewater treatment plant.

The County's request is made pursuant to Santa Fe City Code, Chapter 22-Sewers, Section 6.2, wherein requests for City sewer service for properties outside the Presumptive City Limits may be submitted to the Water-Wastewater Review Team (WWRT) which is comprised of City and County staff. The WWRT team reviews the completeness and feasibility of the application for submission to the City's Public Utilities Committee, the City's Governing Body and the Board of County Commissioners for consideration of an agreement between the City and County pursuant to Section 2.m of the Settlement Agreement. The WWRT subsequently met on September 18, 2014 and determined that the application was complete and met the requirements of SFCC Section 22-6.2 contingent on the approval of this MOU by both the City and County.

REQUESTED ACTION

Consideration for approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County allowing Wastewater Discharge from the Senior Campus @ Caja Del Rio into a County Wastewater Collection System and then into the City Wastewater Collection and Treatment System

Attachments:
1. MOU Between City and County
2. Exhibits A, B, C and D
3. Summary of Contracts

cc: File

Santa Fe County MOU 2015-0201-PW/BT
City of Santa Fe Clerk No. _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY ALLOWING WASTEWATER DISCHARGE FROM THE SENIOR CAMPUS @ CAJA DEL RIO INTO A COUNTY WASTEWATER COLLECTION SYSTEM AND THEN INTO THE CITY WASTEWATER COLLECTION AND TREATMENT SYSTEM

The City of Santa Fe ("City") and Santa Fe County ("County") enter into this Memorandum of Understanding this ____ day of _____, 2015, for a new sanitary sewer connection and sewer services for the Senior Campus @ Caja Del Rio ("Senior Campus"). The Senior Campus will construct and dedicate sewer infrastructure to the County that will connect to the City's existing wastewater collection system. A site map of the proposed Senior Campus is included in Exhibit A, the land title survey is Exhibit B, and the legal special warranty deed is Exhibit C.

RECITALS

1. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008 ("Settlement Agreement"), which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."

   Under Section 2(m) of the Settlement Agreement, "The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement."

2. The Senior Campus is located outside the presumptive city limits as defined in the Settlement Agreement.

3. The Senior Campus is campus that includes a skilled nursing facility, an assisted living facility, a memory care facility, and an independent living community that will benefit both the City and the County in the form of increased jobs and tax revenue.

4. Section 22-6.2 of the Santa Fe City Code ("SFCC") provides a process whereby connections to the City's sewer system outside of the City of Santa Fe presumptive City limits can be established under specific conditions as shown in Recital (1) above, including review by a water/wastewater review team (City-County WWRT) made up of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."

5. Santa Fe County Utilities Division ("SFCU") submitted a letter application to the City-County WWRT on behalf of the Senior Campus requesting connection of the Senior Campus to the City's wastewater collection and treatment system on September 5, 2014.

6. On September 18, 2014 the WWRT met to review the application (see Exhibit D). The WWRT members determined that the application was complete and that the application met the requirements of SFCC Section 22-6.2, subject to the approval of this agreement.

AGREEMENT

1. Connection of the Senior Campus to City's Wastewater Collection and Treatment System. The Senior Campus is authorized to connect to the County wastewater collection system (to be constructed by the developer and dedicated to the County) and discharge its wastewater into the City's wastewater collection and treatment system via the County system (see Exhibit D).

2. Dedication to the City of a Portion of the County Wastewater Collection System. Upon the City's request, the County shall require the Developer (Senior Campus) to construct and dedicate to the City the portion of the County's wastewater collection system and easements that is gravity sewer or low pressure sewer and located within the City's presumptive City limits. This portion of the sewer system shall be designed and constructed to City standards as approved by the City's Wastewater Management Division.

3. Compliance with Federal, State, and Local Law. The County agrees to maintain and operate the County wastewater collection system as required by all applicable federal, state, and local laws and shall comply with all applicable requirements imposed upon City utility customers. The City's affordable housing ordinance, SFCC Section14-8-11(D), does not apply, pursuant to SFCC Section 22-6.2(G).

4. Metering Requirements. The County shall meter water use of the Senior Campus pursuant to SFCU Customer Service Policies adopted by Resolution No. 2012-88, as the same may be amended from time to time. The County will collect the metered usage pursuant to SFCU Customer Service Policies. The County will report the metered water usage and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater bill to be paid by the County in accordance with the City's most current rates.

5. Utility Expansion Charges. The County shall collect and pay the City's Utility Expansion Charge incurred by Senior Campus under SFCC Section 22-6.6.

6. Service Fees. The County agrees to pay to the City the sum of the City's monthly service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater collection and treatment services provided for the wastewater discharge by the Senior Campus.

7. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Senior Campus shall be subject to the provisions of SFCC Section 22.9, ***Industrial Pretreatment Regulations and Procedures,*** and SFCC Section 22.10, ***Wastewater Extra Strength Surcharge Program***, as they may be amended from time to time.

8. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue an industrial wastewater discharge permit under SFCC Section 22.9, in which case all permit conditions and requirements must be met by the Senior Campus or any other occupant of the property as a condition of service.

9. Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated service area shown as Tract "1" set forth in Exhibit "B" to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.

10. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.

11. Amendments. This MOU may be amended in writing by agreement of all the parties.

12. Effective Date and Term. This agreement shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this agreement when it is willing and able to provide wastewater treatment services for the Senior Campus through its own or another wastewater treatment system; that the City may terminate this agreement for failure by the County or Senior Campus to comply with the provisions of this agreement; and that this agreement may be terminated by either party pursuant to Paragraph 12, Bateman Act Compliance. If the City intends to terminate this agreement for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.

13. Bateman Act Compliance. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the City or County, this Agreement may be terminated or this Agreement may be amended in accordance with Paragraph 11. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

14. New Mexico Tort Claims Act. Neither the City nor the County waive any of the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30.

15. No Third-Party Beneficiaries. The parties do not intend to create, and this Agreement does not create, any third-party beneficiaries under this Agreement. Without limiting the generality of the foregoing, no action to enforce the terms of this Agreement or for damages for breach thereof may be brought against either party by any person who is not a party to this Agreement.

For the City:

Javier Gonzales, Mayor City of Santa Fe	Date

Attest:

Yolanda Y. Vigil, City Clerk	Date

Approved as to Form:

Kelley Brennan, City Attorney	11/16/15 Date

Oscar Rodriquez, Finance Director	Date

For the County:

_____ _____

Robert A. Anaya, Chair, Board of County Commissioners of Santa Fe County — Date

Approved as to Form:

_____ _____

Gregory S. Shaffer, Santa Fe County Attorney — Date

Attest:

_____ _____

Geraldine Salazar, Santa Fe County Clerk — Date

_____ _____

Carole H. Jaramillo, Santa Fe County Finance Director — Date

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 12/2/15

ISSUE NO. 24

Request for approval of a Memorandum of Understanding – City Sewer Service for the Senior Campus Property at Caja Del Rio under the terms of the 2008 Settlement Agreement and SFCC 22-6.2; Santa Fe County. (Stan Holland)

Public Utilities Committee – 12/2/15
Finance Committee – 12/14/15
City Council – 1/13/16

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 12/14/15 Finance Committee with recommended changes to Section 6 of agreement.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

Date: November 16, 2015

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director NSA

Via: Shannon W. Jones, Wastewater Management Division Director

From: Stan Holland, Engineer, Wastewater Management Division

Subject: Request for Approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County Allowing Wastewater Discharge from the Senior Campus @ Caja Del Rio into a County Wastewater Collection System and then into the City Wastewater Collection and Treatment System

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HISTORY

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and determined that the application was complete and met the requirements of SFCC Section 22-6.2 contingent on the approval of this MOU by both the City and County.

REQUESTED ACTION

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Attachments:
1. MOU Between City and County
2. Exhibits A, B, C and D
3. Summary of Contracts

cc: File

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY ALLOWING WASTEWATER DISCHARGE FROM THE SENIOR CAMPUS @ CAJA DEL RIO INTO A COUNTY WASTEWATER COLLECTION SYSTEM AND THEN INTO THE CITY WASTEWATER COLLECTION AND TREATMENT SYSTEM

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For the City:

Javier Gonzales, Mayor City of Santa Fe	Date

Attest:

Yolanda Y. Vigil, City Clerk	Date

Approved as to Form:

Kelley Brennan, City Attorney	11/16/15 Date

Oscar Rodriquez, Finance Director	Date

For the County:

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

Approved as to Form:

Gregory S. Shaffer, Santa Fe County Attorney	Date

Attest:

Geraldine Salazar, Santa Fe County Clerk	Date
Carole H. Jaramillo, Santa Fe County Finance Director	Date

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor City of Santa Fe and Santa Fe County

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: N/A

Termination Date: None-Requires City or County Action

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Memorandum of Understanding (MOU) between City and County Regarding the Provision of City Sewer Service for Senior Campus located in SF County

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ N/A

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other MOU requires approval by governing bodies of the City of Santa Fe and Santa Fe County

6 **Procurement History:** N/A
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** N/A

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Stan Holland, Wastewater Division Engineer

Phone # 955-4637

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

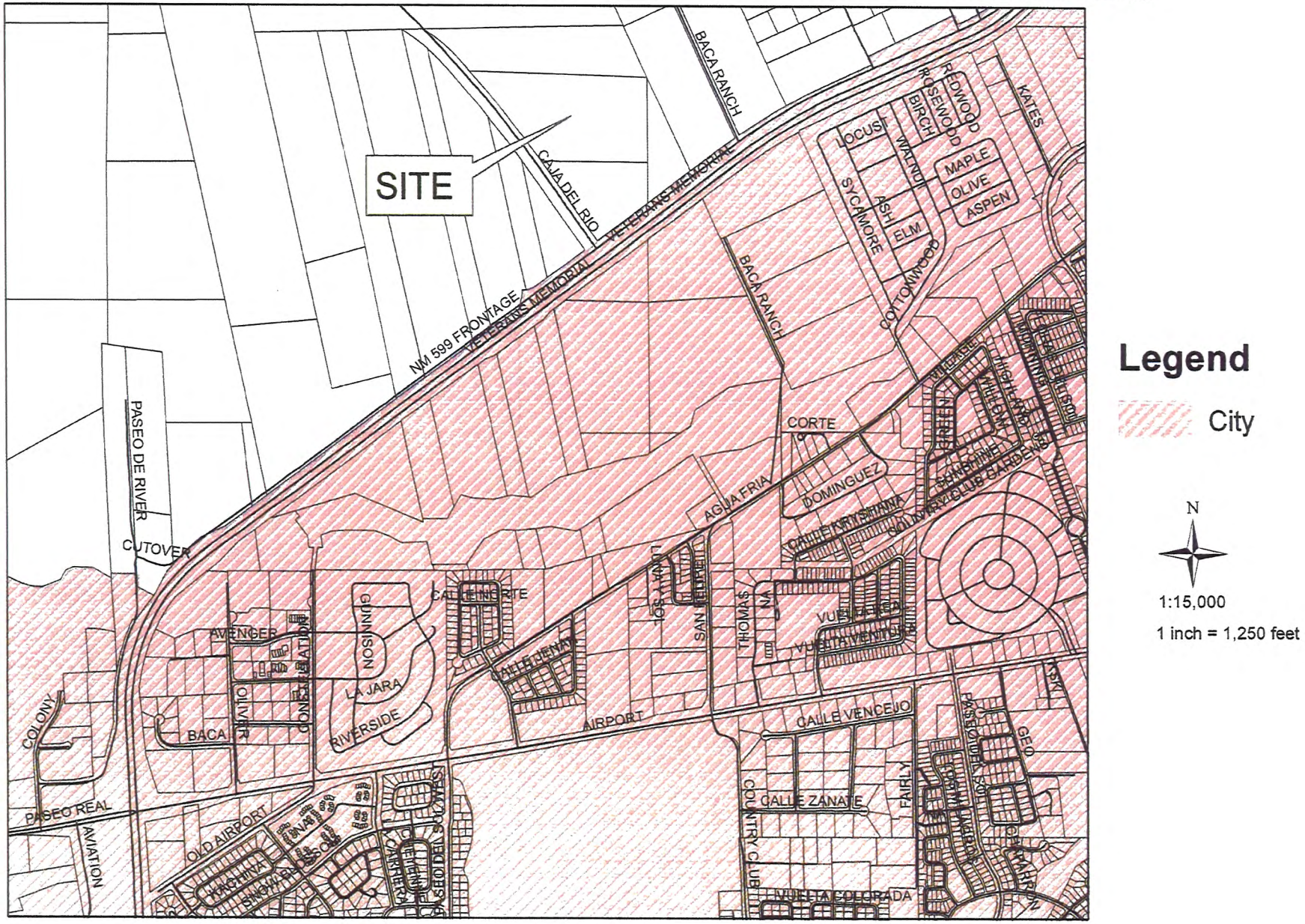
Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

The City and the County enter into this Memorandum of Understanding for City sewer service for the Senior Campus Development located in Santa Fe County as required by the Settlement Agreement of 2008 (City Ordinance 2008-53). The Senior Campus Development is located on Caja de Rio Road north of 599 and will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system.This MOU describes how the County will become a customer of the City for City sewer service.

VICINITY MAP TO CITY LIMITS



Legend

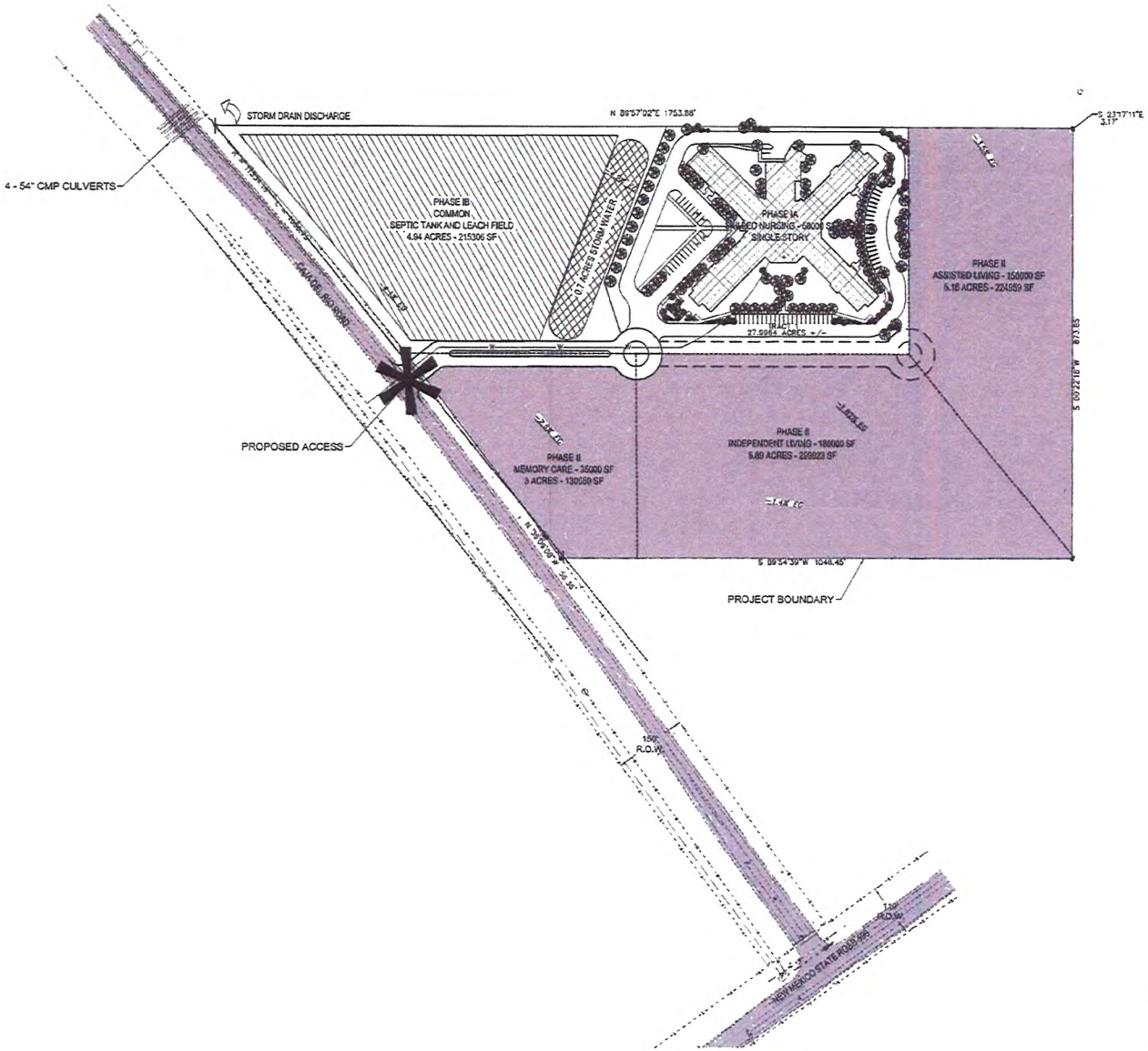
City

N

1:15,000

1 inch = 1,250 feet

MOU-EXHIBIT D



VICINITY MAP

LEGEND

- EX. RIGHT-OF-WAY
- EX. CURB & GUTTER
- EX. STREET LIGHT
- EX. WTR VALVE
- EX. GAS MANHOLE
- EX. FIRE HYDRANT
- EX. STORM DRAIN PIPE
- EX. GAS LINE
- EX. WATER
- EX. SEWER LINE
- EX. ASPHALT TO BE REMOVED
- NEW UTILITY EASEMENT
- NEW CURB AND GUTTER
- NEW CONCRETE VALLEY GUTTER
- NEW WATER LINE & WATER BOX
- NEW FIRE HYDRANT
- 2" DOMESTIC METER
- NEW SEWER LINE & MANHOLE

02 April 2014

CAUWELS & STUVE
Construction & Design

PROJECT:
Caja Del Rio Development
Santa Fe, New Mexico

PROJECT #:

Schematic Site Plan SD.100

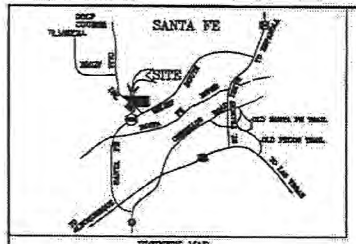
HUITT-ZOLLARS

1 Admin Site Plan

MOU-EXHIBIT A

ALTA/ACSM LAND TITLE SURVEY
OF TRACT 1

SAID TRACT 1 SHOWN ON A PLAT FILED IN PLAT BOOK 722 PAGE 045 WITH THE SANTA FE COUNTY CLERK AND BEING A PORTION OF LOTS 10, 11 AND 22 WITHIN NORTHEAST 1/4 SECTION 2, T.16N., R.9E., N.M.P.M. LOCATED ALONG CAJA DEL RIO ROAD, COUNTY OF SANTA FE, STATE OF NEW MEXICO.
AREA TRACT 1 = 28.00 AC. ±



LEGEND

- FOUND POINT, AS NOTED
- FOUND REF. (1/2" REBAR W/CAP 12677)
- CALCULATED POINT
- WIRE FENCE
- EDGE OF ASPHALT

TABLE A OPTIONS

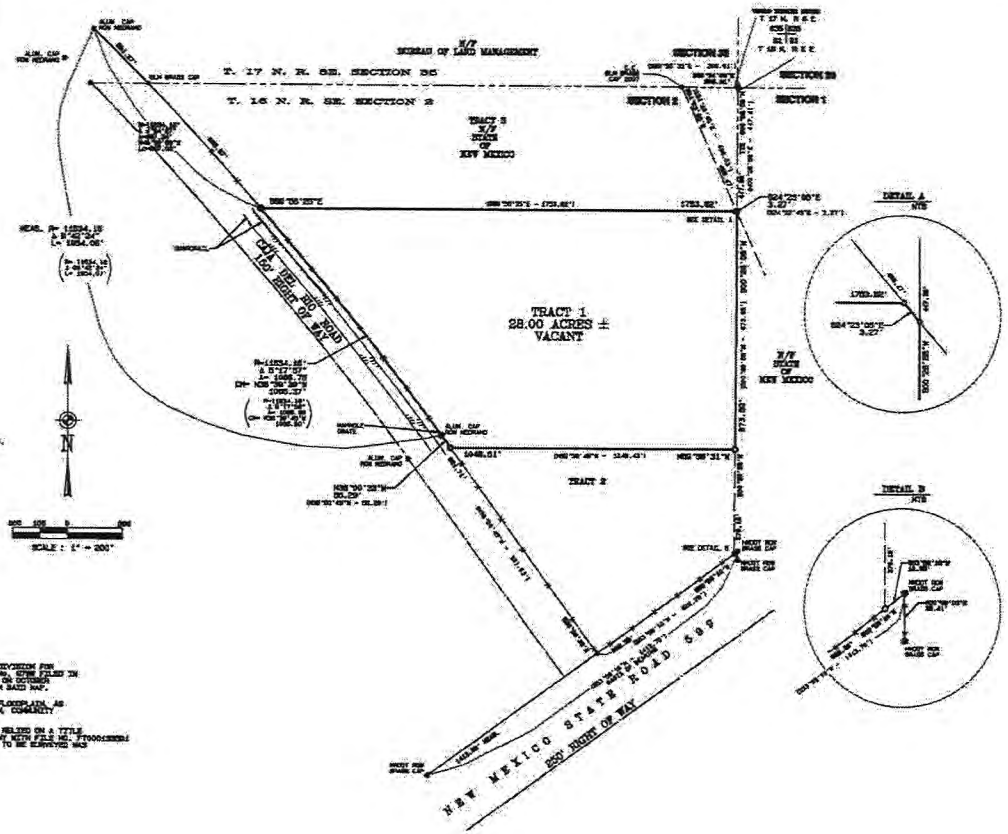
1. MONUMENTS SET OR FOUND SEE SURVEY.
2. VICINITY MAP SHOWN.
3. FLOOD ZONE INFORMATION SHOWN. SEE NOTE 3.
4. LAND AREA SHOWN.
5. VACANT.
10. ACCESS ALONG PUBLIC POINT OF WAY FOR CAJA DEL RIO ROAD.
15. NONE VISIBLE.

NOTES

1) BASIS OF BEARINGS IS TAKEN FROM PLAT ENTITLED "PLAT OF LAND DIVISION FOR NEW MEXICO STATE LAND OFFICE", BY DONALD A. GRIMES, N.M.P.L.S. No. 5086 FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK, A PORTION OF WHICH IS SHOWN HEREON. DATA SHOWN IN DOUBLE PARENTHESES ( ) IS TAKEN FROM SAID MAP.

2) THIS TRACT IN WITHIN ZONE "X" AREA OUTSIDE THE 0.2% CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR SANTA FE COUNTY, AND COMMUNITY PANEL NO. 350080C0005D, DATED AN EFFECTIVE JUNE 17, 2008.

3) FOR TITLE INFORMATION AFFECTING THIS TRACT, THE SURVEYOR WAS RELIED ON A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH FILE NO. FT0005[illegible] DATED AN EFFECTIVE ON JUNE 11, 2013. SAID LEGAL DESCRIPTION TO BE SURVEYED WAS PROVIDED IN THIS TITLE COMMITMENT.



LEGAL DESCRIPTION

A CERTAIN TRACT OF LAND, DESIGNATED AS TRACT 1, AND SHOWN ON PLAT FILED IN PLAT BOOK 722 PAGE 045 WITH THE SANTA FE COUNTY CLERK, AND BEING A PORTION OF LOTS 10, 11 AND 22, WITHIN NORTHEAST 1/4 SECTION 2, T.16N., R.9 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

BEGINNING AT THE NORTHEAST CORNER SECTION 2, T16N, R9E, NMPM, MARKED BY AN ORIGINAL LOCAL MARKED STONE, THENCE N00°06'00"E, 447.36 FEET TO THE NORTHEAST CORNER OF THIS TRACT AND THE TRUE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S00°06'00"W, A DISTANCE OF 673.96 FEET TO THE SOUTHEAST CORNER OF THIS TRACT; THENCE N89°58'31"W, A DISTANCE OF 1048.51 FEET TO THE SOUTHWEST CORNER OF THIS TRACT, A POINT ON THE EAST RIGHT OF WAY LINE OF CA.A.DEL RIO ROAD; THENCE ALONG SAID RIGHT OF WAY N38°00'33"W, A DISTANCE OF 98.29 FEET, TO THE BEGINNING OF A CURVE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 1195A.16, A DELTA OF 5°27'57" (CHORD: N35°56'36"W - 1089.87') AND AN ARC DISTANCE OF 1089.70 FEET, TO THE NORTHWEST CORNER OF THIS TRACT; THENCE LEAVING SAID RIGHT OF WAY, N89°58'31"E, A DISTANCE OF 1292.82 FEET; THENCE S24°23'00"E, A DISTANCE OF 3.27 FEET TO THE TRUE POINT AND PLACE OF BEGINNING.

CONTAINING 28.00 AC., MORE OR LESS.

SURVEYOR'S CERTIFICATION

TO: [illegible]

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 10 AND 15 OF TABLE A THEREOF.

CHECKED THIS DAY OF , 2013.

RICHARD A. MORRIS
N.M.P.L.S. No. 12677

RECORDING INFORMATION FOR COUNTY CLERK				
OWNER	SECT.	TWNSHP.	RANGE	LOCATION
[illegible]	2	16 N	9 E	SANTA FE COUNTY

MORRIS
surveying | engineering

1210-A Parkway Drive Phone: (505) 438-9100
Santa Fe, NM 87507 FAX: (505) 474-8725

DRAWN BY: C.D.A. | SCALE = 1"= 200' | CHECKED BY: R.A.M.
NAME: ALTA-TRACT 1 CAJA DEL RIO ROAD | PROJECT No. 23004

MOU-EXHIBIT B

Return To: [illegible]
FIDELITY NATIONAL TITLE INSURANCE CO.

e-Recorded 1725405 12/13/13 SFC

SPECIAL WARRANTY DEED

Foundation of the Knights Templar, a Delaware corporation d/b/a Easter Seals El Mirador, who acquired title as Easter Seals Santa Maria El Mirador (**"Grantor"**), for consideration paid, grants to ***Caja del Rio Holdings, LLC***, a New Mexico limited liability company (**"Grantee"**), whose address is 8814 Horizon Boulevard NE, Suite 400, Albuquerque, New Mexico 87113, the real property located in Santa Fe County, New Mexico described in ***Exhibit A*** attached hereto.

SUBJECT TO: Easements, reservations and restrictions of record.

SUBJECT TO: Taxes for 2013 and subsequent years.

With special warranty covenants.

This deed includes an assignment and conveyance of any and all water rights appurtenant or related to the real property described in ***Exhibit A*** including, but not limited to, ground water rights, surface water rights and all rights in any ditch or water company or cooperative.

Witness my hand and seal this 13th day of December, 2013.

FOUNDATION OF THE KNIGHTS TEMPLAR,
a Delaware corporation d/b/a Easter Seals El Mirador, who acquired title as Easter Seals Santa Maria El Mirador

By: [signature]
Its: Executive Director

[Notary Acknowledgment on Following Page]

COUNTY OF SANTA FE }	SPECIAL WARRANTY DEED
STATE OF NEW MEXICO } ss	PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 13TH Day Of December, A.D., 2013 at 04:17:01 PM
And Was Duly Recorded as Instrument # 1725405
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - FFISCHER County Clerk, Santa Fe, NM

MOU-EXHIBIT C

e-Recorded 1725405 12/13/13 SFC

ACKNOWLEDGMENT

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 13 day of December, 2013 by Mark Johnson as Executive Director of the Foundation of the Knights Templar, a Delaware corporation d/b/a Easter Seals El Mirador, who acquired title as Easter Seals Santa Maria El Mirador.

Notary Public

My commission expires:
9-21-16

OFFICIAL SEAL
Kristeen J. Garcia
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-21-16

G:\data\WP60\2003\23657\Caja Del Rio Holdings LLC\Property Purchase\Docs\Special Warranty Deed DFI 121113.wpd

MOU-EXHIBIT C

e-Recorded 1725405 12/13/13 SFC

EXHIBIT A
to
Special Warranty Deed

A certain tract of land, designated as Tract 1 within the Northeast 1/4 Section 2, Township 16 North, Range 8 East, N.M.P.M., Santa Fe County, New Mexico.

Beginning at the Northeast corner Section 2, T16N, R8E, N.M.P.M., marked by an original USGLO marked stone, beginning at the Northeast corner of the above mentioned tract thence S 00 Degrees 29' 06" W, 447.36 feet to the true point and place of beginning:

Thence from said point of beginning, S 00° 29' 06" W, a distance of 873.89 feet to the Southeast corner of this tract; Thence, N 89° 58' 31" W, 1048.51 feet to the Southwest corner of this tract, a point on the East right of way line of Caja Del Rio Road; Thence along said right of way N 36° 00' 33" W, a distance of 56.29 feet, to the beginning of a corner; Thence along said curve having a Radius of 11534.16; a Delta of 5° 17' 57", (Chord = N 38° 39' 39" W - 1066.37) and an Arc distance of 1066.75 feet to the Northwest corner of this tract; Thence leaving said Right of Way, S 89° 56' 35" E, a distance of 1753.82 feet; Thence S 24° 23' 05" E, 3.27 feet to the true point and place of beginning.

All as shown on "ALTA/ACSM Land Title Survey of Tract 1...being a portion of Lots 10, 11 and 22 within Section 2, T16N, R8E, NMPM...", prepared by Richard A. Morris NMPS #10277, dated 10/20/2013.

MOU-EXHIBIT C

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Javier M. Gonzales, Mayor

Councilors:
Peter N. Ives, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Christopher M. Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Bill Dimas, Dist. 4

August 31, 2015

Jeff Stuve
Cauwels & Stuve Realty&
Development Advisors LLC
8814 Horizon Blvd NE, Suite 400
Albuquerque, NM 87113

Dear Mr. Stuve,

The City of Santa Fe has completed the review of the Senior Campus at Caja del Rio impacts to the City of Santa Fe water system per contract number 15-0806. The Water Division found no issues that need to be addressed with the proposed design under the current conditions.

There are several fire hydrants shown on a dead end 8" line in the proposed development. These hydrants would not provide more than 1500 gpm combined flow as reviewed by the City of Santa Fe Water Division criteria.

Attached is the fire flow analysis for the proposed development.If you have any questions, please contact Dee Beingessner at (505) 955-4231.

Sincerely,

Nick Schiavo
Public Utilities Director

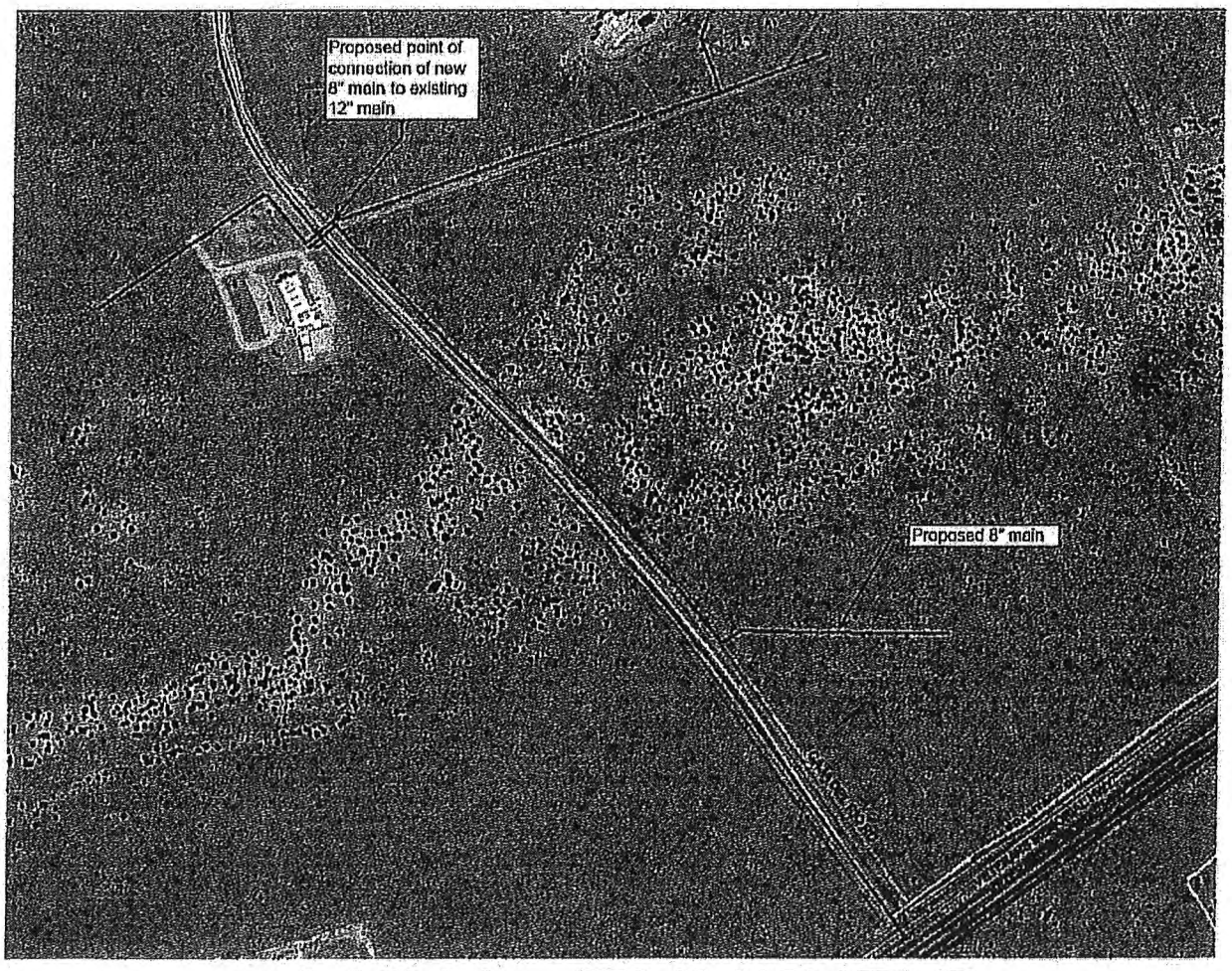
MOU - EXHIBIT D

	Fire Flow (gpm)	Residual (psi)	Junction	Main Size	TOTAL
Proposed Senior Facility on Caja del Rio	1500	64	J-80297*	8	1500

Total combined flow as shown in the water model for more than one hydrant operating at a time is 1500 gpm because the line is an 8" dead end main.

Available Flow (gpm	Residual Pressure (psi)
0	128.85
250	125.61
500	119.09
750	109.52
1,000.00	97.08
1,250.00	81.88
1,500.00	64.01
1,750.00	43.53
2,000.00	20.5
2,202.68	0

* J-80297 is the last fire hydrant on the 8" main



MOU - EXHIBIT D

Daniel "Danny" Mayfield
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

SANTA FE COUNTY UTILITIES

September 5, 2014

Water/Wastewater Review Team
C/O Stan Holland, P.E.
Wastewater Division
73 Paseo Real
Santa Fe, New Mexico 87507

RE: WATER/WASTEWATER REVIEW TEAM APPLICATION FOR THE SENIOR CAMPUS AT CAJA DEL RIO

Dear Team Members:

Jenkins Gavin Design and Development Inc., on behalf of Caja del Rio Holdings LLC, is seeking wastewater services for their proposed development at 28 Caja del Rio Road, north of the NM 599 Frontage Road. The proposed development lies outside of the boundary of the Presumptive City Limits of the City of Santa Fe and within the boundary of Santa Fe County. In accordance with City Ordinance 2008-53, Jenkins Gavin Design and Development Inc. is seeking review by the Water and Wastewater Review Team (WWRT) at the meeting to be held on September 18, 2014.

Description of Existing and Proposed Facilities & Water Budget & Health, Safety and Welfare Reasons for the Connection

On August 1, 2014, Jenkins Gavin Design and Development Inc. submitted an application to the City of Santa Fe Public Utilities Department. Their application contains a description of the proposed project, a water budget and a description of the Health, Safety and Welfare reasons for connection to the City's Wastewater Treatment Facilities. Santa Fe County is supportive of the conclusion in the application that additional impacts to the aquifer are better avoided by connecting this development to the City's sanitary sewer system. Please find a copy of the application attached.

Availability of Wastewater Services

On June 18, 2014, Santa Fe County Utilities (SFCU) issued a conditional letter titled ***WATER/SEWER SERVICE AVAILABILITY, CAUWELS 7 STUVE REALTY 7 DEVELOPMENT ADVISOR, LLC*** to Jenkins Gavin Design and Development Inc.

•Physical: 424 NM 599 Santa Fe, NM 87507 • Mailing: P.O. Box 276 Santa Fe, NM 87504 • Phone (505) 992-9870
• Fax (505) 992-3028 • www.santafecountynm.gov

MOU - EXHIBIT D

concerning the subject property (copy attached). In that letter, SFCU sets forth the conditions for providing water and wastewater services to this property. With respect to sewer service, the letter points out that SFCU does not have any infrastructure in the immediate area and posits that privately owned, on-site, Advance Treatment Units (ATUs) may be the only option for sewer service to this property. However, in the event that a connection to the City's sanitary sewer is approved through the WWRT process, SFCU would own and operate any public sewer collection infrastructure up to the point of connection with the City's system (after the developer constructed it to County standards and dedicated it to SFCU) and the subject property would be serviced as SFCU sewer customers.

Last, it is unclear whether or not the applicant needs to demonstrate a certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987 in this case.

SFCU respectfully submits the attached application and supporting materials on behalf of the applicant. If the application is deemed to be complete, SFCU requests that this application be added to the agenda of the WWRT meeting to be held on September 18, 2014. Please contact SFCU's Infrastructure Manager (Robert George) at (505) 992-3046 if you need additional information regarding this application.

Sincerely,

Claudia Borchert, Director
Santa Fe County Utilities Division

CB:RG/rjg

Encl: Application to WWRT from Jenkins Gavin Design and Development Inc.
SFCU Conditional Water/Sewer Service Availability Letter

CC: Vicky Lucero, Building and Devepment Manager, Santa Fe County Growth Management Department (sent via email, with enclosures)
Jennifer Jenkins, Jenkins Gavin Design and Development Inc. (sent via email, with enclosures)
Bryan Romero, Interim Director, Wastewater Management Division, City of Santa Fe (sent via email, with enclosures)
Nick Schiavo, Public Utilities Director, City of Santa Fe, (sent via email, with enclosures)

MOU - EXHIBIT D

jenkinsgavin
DESIGN & DEVELOPMENT INC

August 1, 2014

Nicholas Schiavo, P.E., Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87505

RE: Senior Campus @ Caja del Rio
Request for Sewer Service

Dear Nick:

This letter and the attached Utility Service Application are submitted on behalf of Caja del Rio Holdings, LLC in request for a sewer service connection in accordance with the provisions of City Ordinance 2008-53, for consideration by the Public Utilities Committee at the September 3, 2014 meeting. The subject property is a 28-acre parcel located in Santa Fe County at 28 Caja del Rio Road north of the NM 599 Frontage Road (the "Property").

Proposed Land Use and Water Budget

The Property will be developed in four phases as a senior continuum of care campus as reflected in the attached Master Plan. Uses will include a skilled nursing rehabilitation facility, a memory care facility, assisted living, and independent living. Per the attached water budget, the annual water use is estimated at 67.9 afy.

Health, Safety and Welfare

There is not currently an existing Santa Fe County sewer line serving the Property. Therefore, an on-site system is the only other, and least desirable, alternative for wastewater treatment in the absence of a City connection. The proliferation of septic tanks and on-site treatment systems at the City's perimeter poses a serious risk to the integrity of our aquifers. Furthermore, the City Wastewater Division is in the business of treating modern society's waste stream and creating an asset (treated effluent) that can be used to support irrigation needs in and around the City. Currently, treated effluent is supplied to the MRC, Santa Fe Country Club, and the Downs. The balance not delivered to customers is released down the Santa Fe River to support the riparian ecosystem in La Cieneguilla. Increasing the City's supply of treated effluent provides many economic and environmental benefits for the community. The City's Wastewater Division is uniquely situated, organized and capitalized to provide wastewater service to areas outside of the

130 GRANT AVENUE, SUITE 101 SANTA FE, NEW MEXICO 87501 PHONE: 505.820.7444

MOU - EXHIBIT D

City limits, and the collection/treatment of wastewater into treated effluent should be viewed as an asset both for the enterprise fund and as an environmental service.

Infrastructure Requirements

Requisite sewer line improvements will be constructed and dedicated to Santa Fe County, which will then connect to the City system. As shown on the attached map, a new sewer main is proposed connecting to the existing line in Paseo de River, which would extend north along the 599 Frontage Road right-of-way to Caja del Rio.

The following documentation is submitted herewith for your reference:

1. Utility Service Application
2. Survey Plat
3. Master Plan
4. Water Budget
5. Sewer Line Map

Your consideration of this request is greatly appreciated. Please do not hesitate to contact me if you have any questions or require additional information.

Thank you.

Sincerely,

JENKINSGAVIN DESIGN & DEVELOPMENT, INC.

Jennifer Jenkins

cc: Kyle Harwood, esq.

Attachments

MOU - EXHIBIT D

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:
X Sewer Service Technical Evaluation Request
___ Water Service Technical Evaluation Request
___ Agreement for Metered Service (AMS)
___ Agreement to Construct and Dedicate Public Improvements (ACD)
___ Annexation Application Water Budget
___ Water Offset Program/Water Rights Compliance Evaluation Request

WORK ORDER # _____

Applicant Name: Caja del Rio Holdings, LLC
Project Address: 28 Caja del Rio Rd.

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year 2010 Book 722 Page 045 Township, Range, Section: T 16N, R 8E, S 2
Location: (check one only) Inside Corporate City Limits ___ Outside Corporate City Limits ✓
Property Uniform Property Code: 1-047-096-456-466 Existing Well: Yes ___ No ✓
Legal Description including lot size: Tract 1, 28.0 acres

Short Description of Project: Senior Campus including skilled nursing facility, memory care, assisted living & independent living
Construction Start Date: Spring 2015

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments) Senior Apartments
2. Total number of lots approved on final plat/development plan: 1
3. Total number of homes existing or under construction: 0
4. Size of service requested: (5/8", 3/4", 1" or 2") 2"

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		--- COMPLETED BY STAFF --- Water Use Factors	Annual Water Demand
___	Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	___
___	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	___
___	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	___
___	Mobile Home (in Mobile home park)	.17 afy per d.u.	___
___	Accessory Dwelling Unit	.09 afy per d.u.	___
	Apartment/Condominium	.16 afy per d.u.	
180	Senior Complex	.12 afy per d.u.	21.6
___	**Total**	**Total Residential Water Demand**	21.6 **AFY**

MOU - EXHIBIT D

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

***COMMERCIAL PROJECT - Complete the following**

Type of Project: (i.e. Office, Retail, Mixed, etc.) Institutional Senior Services
Total gross floor area of building: 243,000 square feet
Total area of lot, tract or parcel: 11.3 acres
Automatic Fire Sprinkler System: ✓ Yes ____ No
Building Construction Type: TBD
Building Square Footage: 243,000
Site Plan Attached: ✓ Yes ____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.
– Please refer to attached Water Budget

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
Commercial			
____ Office – Non-medical	____	(0.70 afy per 10,000 s.f.)	____
____ Medical Office	____	(0.72 afy per 10,000 s.f.)	____
____ Office – City/State	____	(0.58 afy per 10,000 s.f.)	____
____ Research and Development Lab	____	(1.18 afy per 10,000 s.f.)	____
____ Manufacturing – Goods	____	(0.21 afy per site)	____
____ Manufacturing – Consumables	____	(2.33 afy per site)	____
____ Laundromat, Commercial	____	(0.78 afy per machine)	____
____ Laundromat, Other	____	(0.22 afy per machine)	____
____ Drycleaner	____	(0.41 afy per site)	____
____ Plant Nursery	____	(0.56 afy per 10,000 s.f.)	____
____ Gyms with showers	____	(8.94 afy per site)	____
____ Gyms without showers	____	(0.77 afy per site)	____
____ Salons	____	(0.21 afy per site)	____
____ Pet Grooming	____	(0.52 afy per site)	____
____ Pet Daycare	____	(0.11 afy per site)	____
____ Retail, Large (Individual stores or shopping areas > 75,000 sq ft)	____	(0.45 afy per 10,000 s.f.)	____
____ Neighborhood Center/Medium Retail (Individual stores or shopping areas 75,000-25,000 sq ft)		(0.43 afy per 10,000 s.f.)	____
____ Retail, Small (Individual stores or shopping areas < 25,000 sq ft)	____	(0.06 afy per site)	____
____ Gallery	____	(0.60 afy per site)	____
____ Grocery Store	____	(1.27 afy per 10,000 s.f.)	____
____ Restaurant (full service)	____	(0.02 afy per seat)	____
____ Restaurant (limited service)	____	(1.63 afy per Site)	____
____ Gasoline Station w/ Car Wash	____	(1.56 afy per Site)	____

MOU - EXHIBIT D

____ Gasoline Station	_____	(0.88 afy per Site)	_____

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

____ Car Wash (full service)	_____	(5.66 afy per Site)	_____
____ Car Wash (limited service)	_____	(0.94 afy per Wash Bay)	_____
____ Auto Repair	_____	(0.12 afy per site)	_____
____ Car Rental	_____	(0.12 afy per site)	_____
____ Car Sales	_____	(0.07 afy per 10,000 s.f.)	_____
____ Self Storage	_____	(0.13 afy per site)	_____
____ Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____ Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____ Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____ Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____ Hotel	No. of rooms _____	(.13 afy per room)	_____
____ Motel	No. of rooms _____	(.09 afy per room)	_____

Public Services

____ School, Elementary		(0.53 afy per 100 students)	_____
____ School, Middle or Junior High		(1.68 afy per 100 students)	_____
____ School, Senior High		(2.64 afy per 100 students)	_____
____ Schools, Daycare		(0.85 afy per 100 kids)	_____
____ Places of Worship		(0.15 afy per site)	_____
With Daycare and school		(0.95 afy per site)	_____
____ Parks		(1.48 afy per acre)	_____
X **Other** (not listed above) Please attach water demand calculations and assumptions used		(with attachment)	_____

Total Floor Area _____

Total Commercial Water Demand 46.3 **AFY**

Total Residential Water Demand 21.6 **AFY**

TOTAL PROJECT WATER DEMAND 67.9 **AFY**

MOU - EXHIBIT D

City of Santa Fe, New Mexico
UTILITY SERVICE APPLICATION

OWNER: Caja del Rio Holdings, LLC Mailing Address: 8814 Horizon Blvd. NE Suite 400 Albuquerque, NM 87113 Phone Number: (505) 266-5711 Mobile Number:	***Only If Applicable** AGENT: Jennifer Jenkins / Jenkins Gavin Title: Mailing Address: 130 Grant Ave. #101 Santa Fe, NM 87501 Phone Number: 820-7444 Mobile Number: 930-6149

Information Provided By: Check one: Owner _____ Agent ✓

Signature: _____ Date: 7.17.14

Technical Evaluation to be Sent to: Check one: Owner _____ Agent ✓

COMMENTS: _____

APPLICANTS, PLEASE NOTE:

- Ordinance 2008-53, prohibits new connections outside the presumptive city limits including the Agua Fria traditional historic community (AFTHC) unless specific conditions are met. Applications for service outside the presumptive city limits and AFTHC must include documentation showing these conditions are met or the application will be rejected. The documents required are shown below.
- A map of the proposed project in relation to the existing city limits and the presumptive city limits
- A detailed description of the proposed develop0ment including the type and size of proposed land uses
- The health, safety and welfare or other legal reason for the connection
- A site water budget
- Documentation from the County of Santa Fe that county water service is not available
- Documentation from the wastewater division regarding sewer availability
- A certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987 if applicable

MOU - EXHIBIT D

MOU - EXHIBIT D

SITE DATA

ZONING: LARGE SCALE MIXED-USE

PROPOSED DENSITY: INDEPENDENT LIVING SENIOR HOUSING
20 DWELLINGS/ACRE, 200 UNITS MAXIMUM

TOTAL ACREAGE: 27.9664 ACRES +/- (1,219,523.18 +/- S.F.)

NOTES

PURPOSE STATEMENT
THE PURPOSE OF THIS MASTER PLAN IS TO DESIGNATE THE SUBJECT PROPERTY AS A "LARGE SCALE MIXED-USE DEVELOPMENT" IN ACCORDANCE WITH ARTICLE III, SECTION 4.2.1.D OF THE SANTA FE COUNTY LAND DEVELOPMENT CODE.

PLATTING
LOT CONFIGURATION IS CONCEPTUAL AND SUBJECT TO MODIFICATION THROUGH THE DEVELOPMENT REVIEW PROCESS WITHOUT THE NEED FOR A MASTER PLAN AMENDMENT.

PERMITTED USE LIST

- RETIREMENT HOUSING
- ASSISTED LIVING FACILITY
- LIFE CARE OF CONTINUING CARE FACILITIES
- SKILLED NURSING FACILITIES
- HOSPITALS
- MEDICAL CLINICS
- SOCIAL ASSISTANCE, WELFARE AND CHARITABLE SERVICES
- SERVICES FOR ELDERLY AND DISABLED
- OFFICE
- RESEARCH AND DEVELOPMENT SERVICES

WASTEWATER NOTE:

THE PROJECT WILL BE SERVED BY AN ON-SITE WASTEWATER TREATMENT SYSTEM THAT MEETS THE APPROVAL OF THE SANTA FE COUNTY UTILITY DIVISION AND THE NEW MEXICO ENVIRONMENT DEPARTMENT.

COUNTY APPROVALS:

Approved by the Board of County Commissioners at their meeting of _____ as Case # _____

_____ Date: _____
Chairman

Approved by _____ Date: _____
County Land Use Administrator

Approved by _____ Date: _____
County Fire Marshal

Approved by _____ Date: _____
County Fire Marshal

OWNER'S CONSENT:

Know all persons by these presents that the undersigned owners have caused this Master Plan to be prepared. All that appears on this plan is made with the free consent and in accordance with the desires of the undersigned owners.

CAUWELLS & STUVE

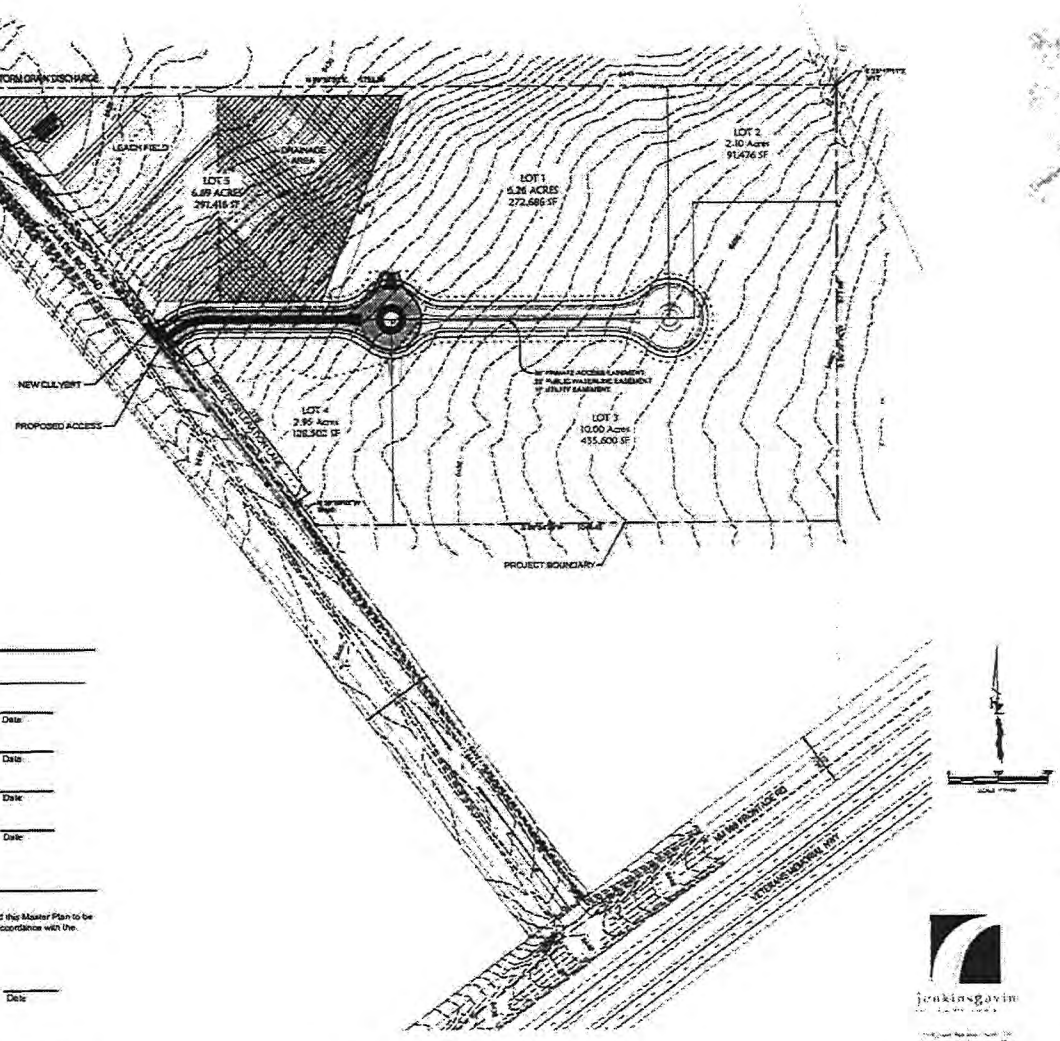
By _____ Date _____

(STATE OF NEW MEXICO) SS
(COUNTY OF BERNALILLO)

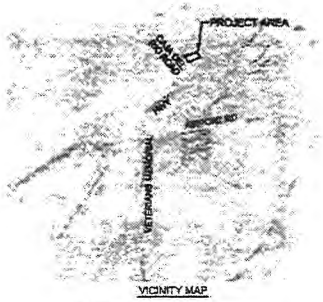
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__, BY _____, AUTHORIZED SIGNATORY OF CAUWELLS & STUVE, WHO SIGNED THIS INSTRUMENT ON BEHALF OF SAID COMPANY.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____



MASTER PLAN



VICINITY MAP

LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- EX. CURB & GUTTER
- EX. STREET LIGHT
- EX. WTR VALVE
- EX. GAS MANHOLE
- EX. FIRE HYDRANT
- EX. STORM DRAIN PIPE
- EX. GAS LINE
- EX. WATER
- EX. SEWER LINE
- EX. BARB WIRE FENCE
- EX. GUARD RAIL
- BENCHMARK
- EX. ASPHALT TO BE REMOVED
- NEW UTILITY EASEMENT
- NEW CURB AND GUTTER
- NEW ASPHALT
- NEW CONCRETE VALLEY GUTTER
- NEW WATER LINE & WATER BOX
- NEW FIRE HYDRANT
- 2" DOMESTIC METER
- NEW SEWER LINE & MANHOLE
- NEW GAS LINE
- NEW UNDERGROUND ELECTRIC
- NEW TELEPHONE
- NEW CABLE
- TRANSFORMER
- 6' FENCE
- PRIVATE ACCESS EASEMENT
- LIMITS OF DISTURBANCE

jenkinsgavin

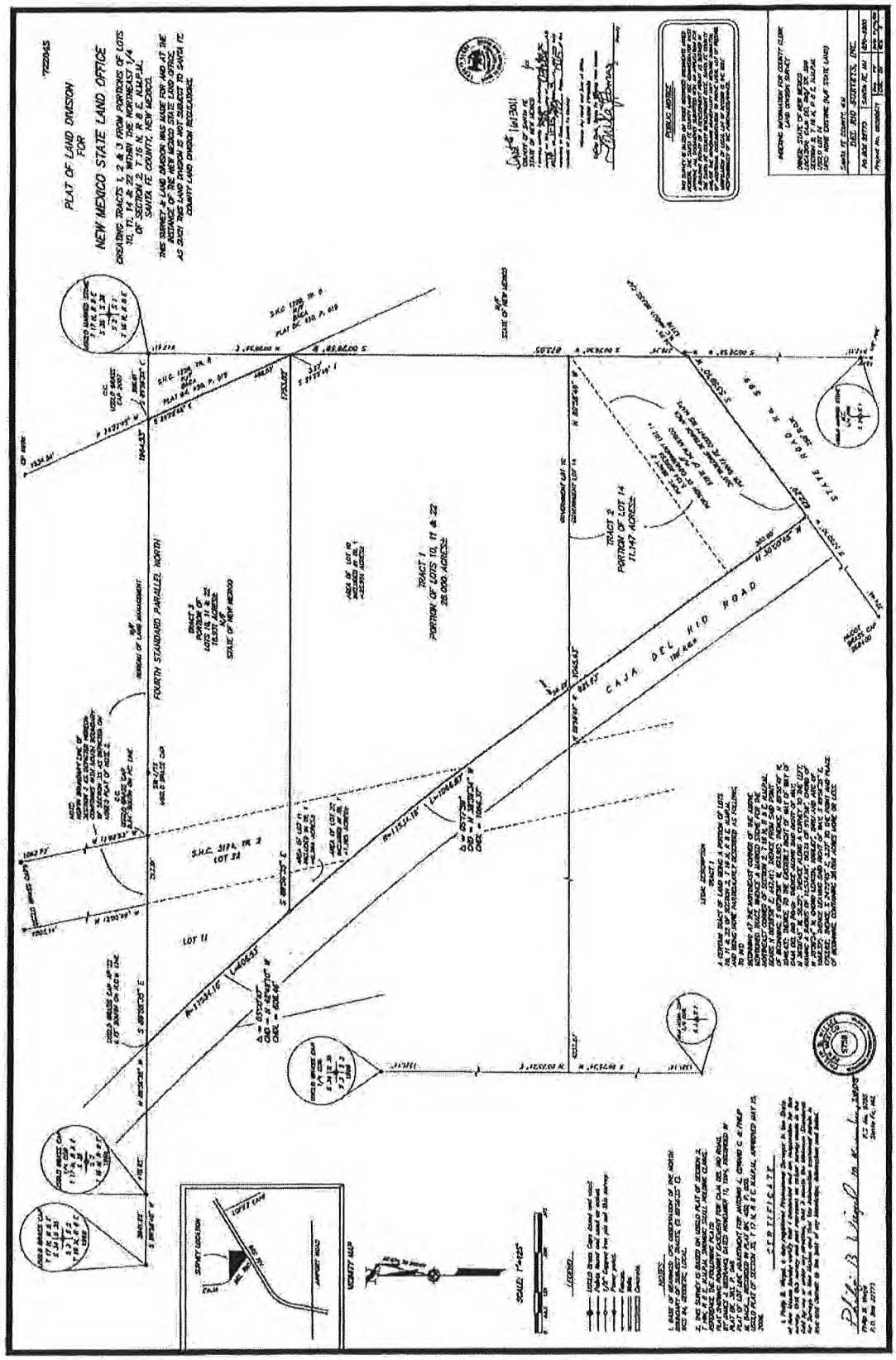
HUITT-ZOLLARS

CAUWELLS & STUVE
Design

PROJECT
Senior Campus @ Dos Del Rio
Santa Fe County, New Mexico

Master Plan
9 May 2014

Master Plan



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Conceptual Water Budget

Senior Campus @ Caja del Rio
Master Plan Submittal
June 6, 2014

Use	Size	Formula	AFY
Skilled Nursing Facility (Phase 1)	58,000 sf	2.4 afy/10,000 sf	13.9
Memory Care Facility	35,000 sf	2.4 afy/10,000 sf	8.4
Assisted Living Facility	200 residents	0.12 afy/du*	24.0
Independent Senior Housing	180 du's	0.12 afy/du*	21.6
TOTAL			**67.9 AFY**

* Source: City of Santa Fe standard water budget formulas per Resolution 2009-116.

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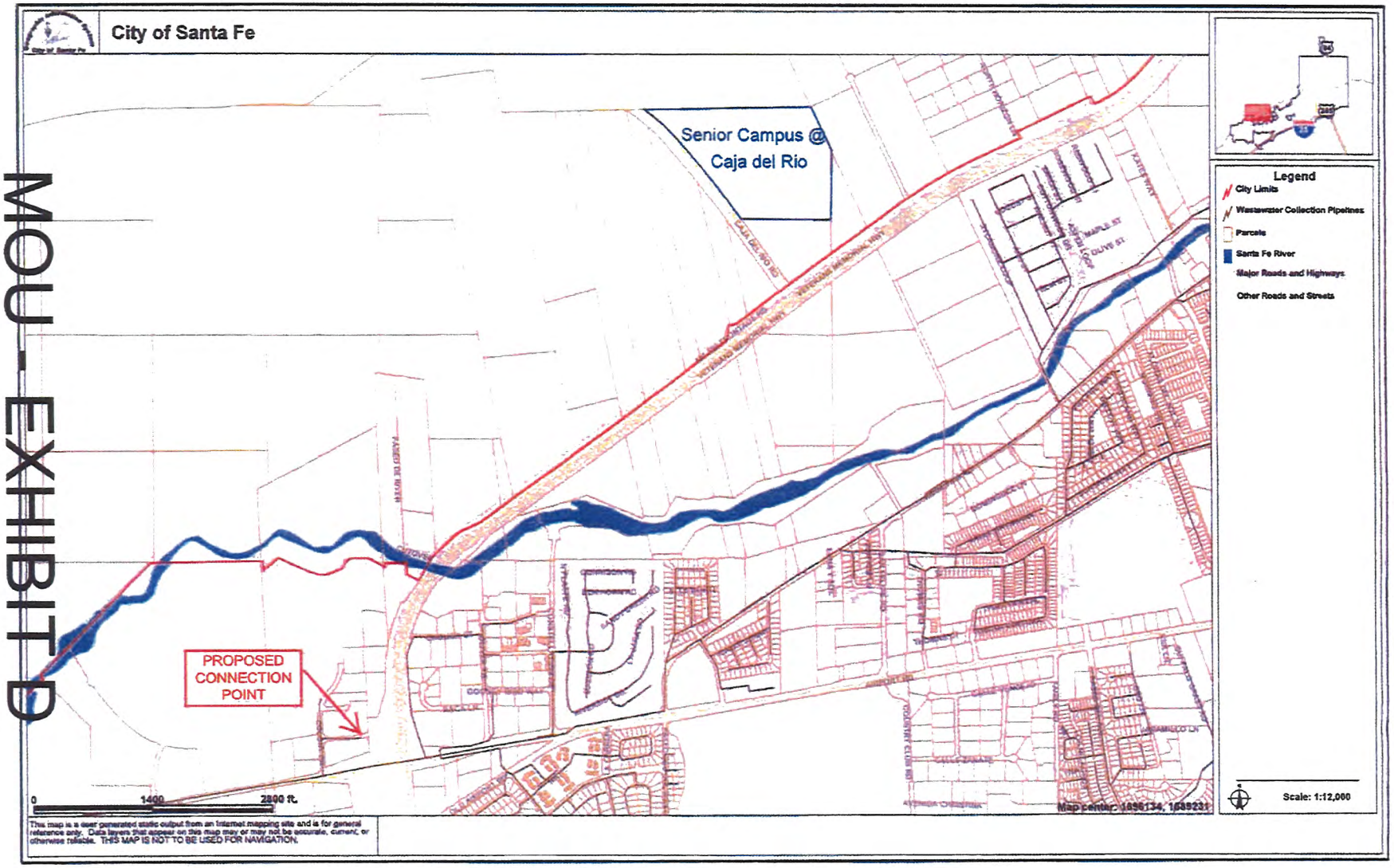

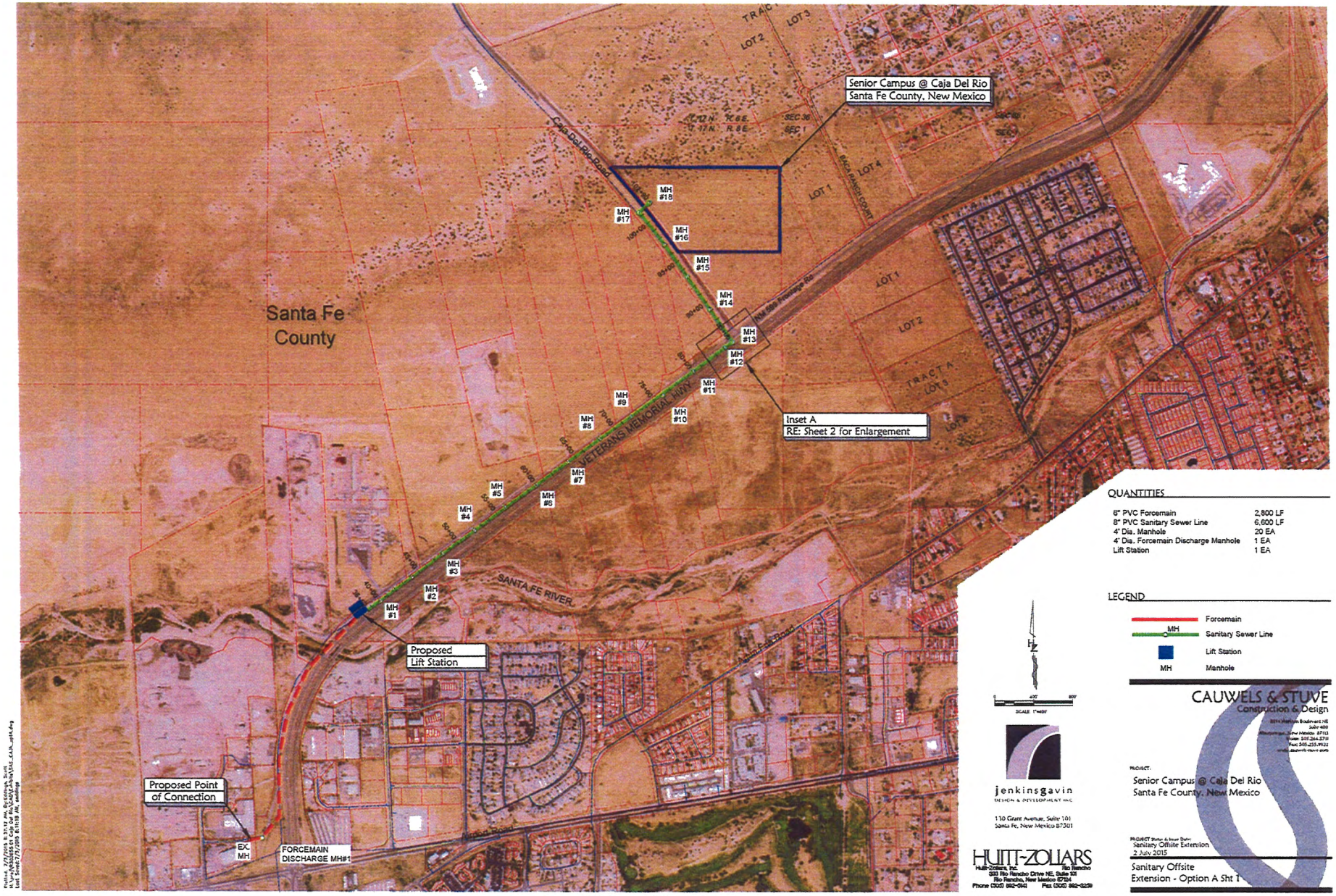

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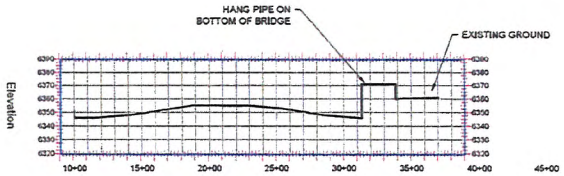
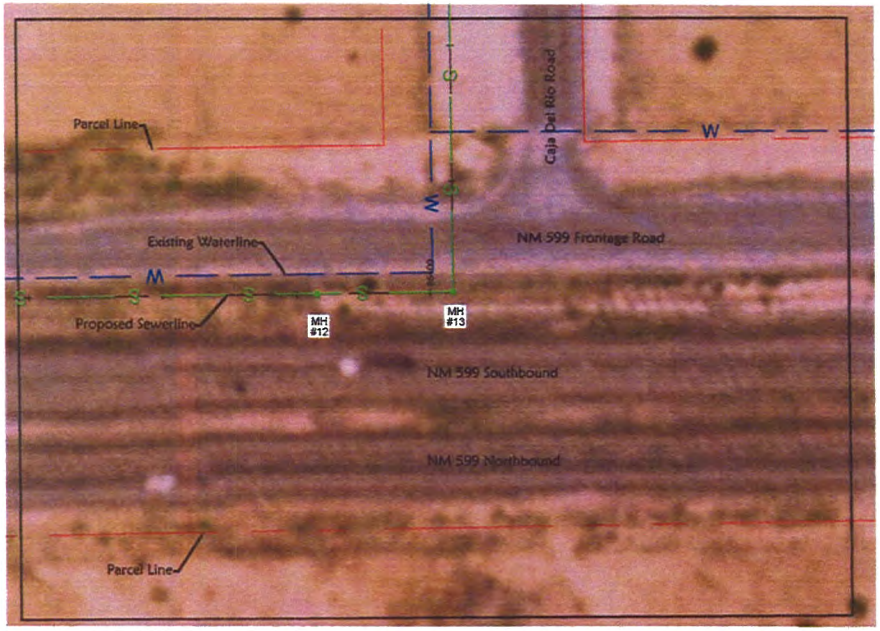
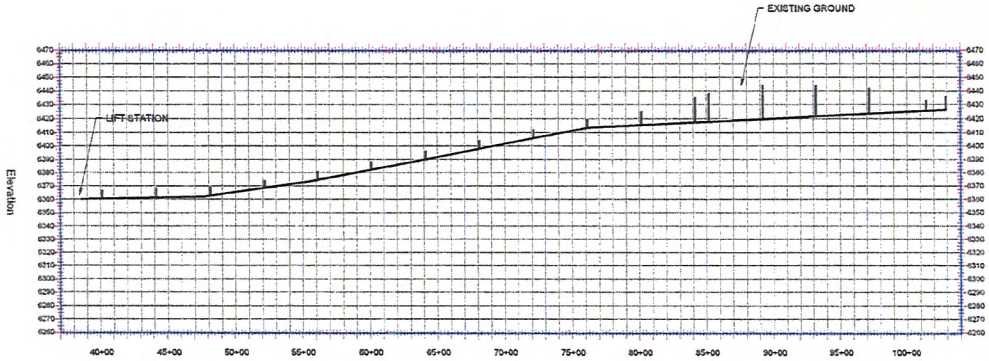


FORCEMAIN
SCALE: 1"=400' HOR
1"=40' VERT



INSET A PLAN VIEW
SCALE: 1"=40' HOR



SANITARY SEWER LINE
SCALE: 1"=400' HOR
1"=40' VERT

QUANTITIES

6" PVC Forcemain	2,800 LF
8" PVC Sanitary Sewer Line	6,600 LF
4' Dia. Manhole	16 EA
4' Dia. Forcemain Discharge Manhole	1 EA
Lift Station	1 EA

LEGEND

- Forcemain
- MH Sanitary Sewer Line
- Lift Station
- MH Manhole

SCALE: 1"=400'

jenkinsgavin
DESIGN & DEVELOPMENT INC
130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501

HUITT-ZOLLARS
Huitt-Zollars, Inc. Rio Rancho
333 Rio Rancho Drive NE, Suite 101
Rio Rancho, New Mexico 87124
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CAUWELS & STUVE
Construction & Design

PROJECT:
Senior Campus @ Caja Del Rio
Santa Fe County, New Mexico

PROJECT Status & Issue Date:
Sanitary Offsite Extension
2 Jul 2015

Sanitary Offsite
Extension - Option A Sht 2

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Daniel "Danny" Mayfield
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

June 18, 2014

Jennifer Jenkins & Colleen C. Gavin, AIA
JenkinsGavin Design & Development, Inc.
130 Grant Avenue, Suite 101
Santa Fe, NM 87501

RE: WATER/SEWER SERVICE AVAILABILITY, CAUWELS & STUVE REALTY & DEVELOPMENT ADVISORS, LLC

Dear Ms. Jenkins and Ms. Gavin:

The Santa Fe County Utilities (SFCU) Division is in receipt of your 4/15/2014 request, submitted on behalf of Cauwels & Stuve Reality & Development Advisors, LLC, concerning water and sewer service for a property under development at 28 Caja Del Rio Road. The development project is known collectively as "Continuum of Care". The Continuum of Care development plan proposes to build out approximately 28 acres of currently undeveloped property, phased over the next ten years, to include a 58,000 square-foot (sf) skilled nursing facility, a 150,000-sf assisted-living facility, a 35,000-sf memory care facility and 180,000 sf of independent living community. The water budget you submitted for the project at full build out is 69.7 acre-feet/year.

Please be aware that any statements made herein refer solely to the parcel and development concept you have described in your written inquiry and appurtenant documentation you submitted. If the parcel location or development concept is modified, or the construction conditions are modified in the future, this letter will be automatically invalidated, unless otherwise indicated in writing by SFCU.

Water Availability
SFCU is **ready, willing, and able to provide water service** to Continuum of Care, provided the following conditions are met before preliminary plat approval:

1) The Board of County Commissioners (BCC) approves New Water Deliveries for Continuum of Care, as required by Resolution 2006-57, "Adopting A Santa Fe County Water Resource Department Line Extension and Water Service Policy".
2) Continuum of Care will provide SFCU with data and calculations upon which the water budget was established. The applicant's water budget shall be premised on the SF County Conservation Ordinance 2002-13, which enumerates required water conservation measures. SFCU may adjust the Continuum of Care's water budget as appropriate.

•Physical: 424 NM 599 Santa Fe, NM 87507 • Mailing: P.O. Box 276 Santa Fe, NM 87504 • Phone (505) 992-9870
• Fax (505) 992-3028 • www.santafecountynm.gov

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3) The BCC approves the project's proposed water budget of 69.7 acre-feet/year, which is in excess of the maximum of 35 acre-feet/year identified in Resolution 2006-57, Section IX.C. It is Continuum of Care's responsibility to justify the "extraordinary circumstances" that merit an exception to the water allocation limit.
4) Continuum of Care compensates SFCU for the quantity of water rights and supply assigned to Continuum of Care per Resolution 2006-57, Article X and IV.A.3 of Attachment A, currently valued at $11,000 per acre-foot.
5) Continuum of Care meets all other conditions in Resolution 2006-57, Resolution 2012-88, and all other SFCU water-related ordinances and resolutions.
6) Continuum of Care is responsible for the design and construction of this project in its entirety and pays for all costs associated with the water system. Santa Fe County is not responsible for any costs incurred in order to ensure compliance with the County's ordinances or other applicable rules and regulations.
7) Continuum of Care agrees to construct and dedicate all infrastructure needs identified by the SFCU.
8) Continuum of Care obtains a letter from the City of Santa Fe Water Division (City) that identifies what, if any, additional water utility infrastructure is needed in order supply the proposed 69.7 acre-foot-year demand.
9) Continuum of Care agrees to construct and dedicate all infrastructure needs identified by the City's water utility hydraulic modeling.

After preliminary plat approval, Continuum of Care will need to enter into a Water Delivery Agreement with SFCU, which will specify requirements, like construction standards (e.g., line-taps and meter cans), inspections, and dedications.

Water Infrastructure and Line Extension Requirements
SFCU has a 12-inch distribution waterline approximately one-half mile from the proposed property boundary. If your development decides to connect to the existing 12-inch distribution waterline, SFCU will require your development to extend the waterline from its existing location to your development and to extend it to the furthest property development boundary. The proposed connections and waterlines will be required to comply with the American Waterworks Association (AWWA) and Standards the New Mexico Standard Specifications for Public Works Construction (NMAPWA) 2006 Edition or subsequent revisions and the SFCUD standards and specifications.

Conditions of Service:
1) Applicant must obtain submit the water infrastructure and line extension design approval from SFCU before final plat approval.
2) The applicant is responsible for the design and construction of this project in its entirety and pays for all costs associated with the water system. Santa Fe County is not responsible for any costs incurred in order to ensure compliance with the County's ordinances or other applicable rules and regulations.
3) Each dwelling unit will be metered separately. The project utility engineer shall consult with SFCU to properly size the meter based on anticipated demands.

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Sewer Service
SFCU does not have utility wastewater service available to Continuum of Care at this point.

The likely option for sewer service for Continuum of Care consists of privately owned and operated advance treatment units (ATUs) that would be installed for each lot or clusters of lots or gravity lines that dispose of treated wastewater to leach fields. Such ATUs would be permitted by the New Mexico Environment Department pursuant to the Liquid Waste Disposal and Treatment Regulations (20.7.3 NMAC) or the Water Quality Control Commission Regulations (20.6.2 NMAC), as appropriate. Given the nature of liquid waste from a nursing facility, SFCU may require pre-treatment of the sanitary sewer waste. SFCU would not be involved with the ownership, operation or maintenance of the ATUs, nor would the owners of these systems be customers of SFCU.

Conditions of Agreement:

1) Applicant must submit the sewer service design to SFCU for review before final plat approval.
2) The applicant is responsible for the design and construction of this project in its entirety and pays for all costs associated with the wastewater system. Santa Fe County is not responsible for any costs incurred in order to ensure compliance with the County's ordinances or other applicable rules and regulations.
3) If SFCU is willing and able to provide sewer collection, treatment and disposal services for this area at some point in the future, your development (including future private owners) would be required to decommissioned the ATUs and connect to SFCU sanitary sewer system at the developments expense. County ownership/maintenance of the system stops at the sewer main where lateral sewer connects.

SFCU Acceptance:
Following the successful design and construction of the facilities and upon verification that all requirements of the County's ordinances have been met to the SFCU's satisfaction as outlined in a Water Delivery Agreement, SFCU will accept ownership of and adopt all water supply facilities as part of its infrastructure for operations and maintenance.

We look forward to working with you toward the successful completion of this project. Please contact SFCU Associate Engineer Paul Casaus at (505) 986-6364 or contact me at 992-9872 if you have any questions and or concerns.

Respectfully,

Claudia Borchert, Director
Santa Fe County Utilities Division

CB:PC/RJG

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CC: Vicki Lucero, Building and Development Manager, Santa Fe County Growth Management Department (via email to: vlucero@santafecountynm.gov)
Greg Shaffer, Santa Fe County Attorney (via email to gshaffer@santafecountynm.gov)
Nick Schiavo, Public Utilities Director, City of Santa Fe (via email to: naschiavo@ci.santa-fe.nm.us)

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