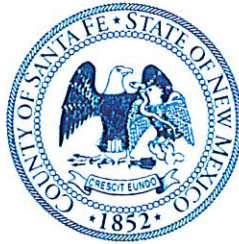


Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
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: May 10, 2011

TO: Board of County Commissioners

FROM: Jose E. Larrañaga, Commercial Development Case Manager

VIA: Stephen C. Ross, County Attorney *S.C.R.*
Jack Kolkmeier, Land Use Administrator *JK*
Shelley Cobau, Building and Development Services Manager *WSC*
Wayne Dalton, Building and Development Services Supervisor *WD*

FILE REF.: BCC CASE # MIS 11-5140 Rezoning of Polk Property

ISSUE:

Polk Rodeo Properties, Ltd. Co., Applicant, Jim Siebert, Agent, requests that the Board of County Commissioners clarify that a future Application to the City of Santa Fe for the rezoning of .63 acres of a 1.88 acre parcel from Rural Residential (RR) to General Commercial (C-2) will not constitute a violation of the Settlement Agreement and Mutual Release of All Claims between the City of Santa Fe, Santa Fe County and Las Soleras, dated May, 2008.

The property is located at 2910 Richards Avenue at the southwest corner of Rodeo Road and Richards Avenue within Area 12 of the Presumptive City Limits, within Section 8, Township 16 North, Range 9 East (Commission District 5).

SUMMARY:

On April 12, 2011, a proposal to consent to the City's potential rezoning of the Polk property was presented to the Board of County Commissioners (BCC). The decision of the BCC was to table the request to allow the proposal to be noticed and presented as a public hearing.

The owners of the Polk property, located at the intersection of Rodeo Road and Richards Avenue, within Annexation Area 12, have applied to the City of Santa Fe for rezoning of their property from the Rural Residential Zoning (RR), the zoning assigned by the Extraterritorial Land Use Authority (ELUA), to a commercial designation (C-2). The existing zoning in the immediate area is commercial along Rodeo Road and Richards Avenue and is primarily residential in the neighborhoods behind the intersection and generally in the Town and Country Subdivision.

A Settlement Agreement and Mutual Release of Claims was established by the City of Santa Fe, Santa Fe County and Las Soleras in May of 2008. Section 2(c) of the annexation Settlement Agreement states: "Area 1 and 12 shall be annexed but the rural residential zoning prevalent in the area shall be respected by the City following annexation and urban densities shall not be established within Area 1 or Area 12 during the term of this Agreement. Appropriate zoning shall be developed by the City for these areas prior to annexation" (Exhibit "A").

The City of Santa Fe is awaiting consent by the BCC to amend the Settlement Agreement specific to Area 12 and Section 2(c) so that the City may take the same action along with a request to rezone the identified portion of the property (.63 acres) through the City process for review and final decision by the City Council (Exhibit "E").

The City of Santa Fe created a RR classification within the City Code and the ELUA classified properties in Ordinance No. 2009-01 (SPPaZO) using the newly created "RR" zoning classification. Although portions of Areas 1 and 12 received RR zoning, other areas received R-1, and still others received a variety of other classifications, including commercial. The zoning classifications assigned by the ELUA were pragmatic, property-by-property decisions, based on evidence of the use and probable future use of the property consistent with the settlement agreement. It was not the view of the ELUA, or of City and County legal staff, that Section 2(c) requires that only the RR zoning designation be applied within Area 1 and 12. Such a view would not be consistent with multiple tenets of common law.

During the development of the zoning ordinance for the extraterritorial zone, the ELUA recognized that uses and development patterns other than rural residential existed and must be respected. The key phrases in the settlement agreement ("... the rural residential zoning [that is] prevalent ..." and "... urban densities shall not be established ...") were viewed by the ELUA and City and County staff as permitting rezoning of areas within the extraterritorial zone with the goals of the agreement and common law. This view of Section 2(c) of the settlement agreement, if accepted, means that the settlement agreement should not preclude the Polk property owners from seeking commercial zoning along a major collector within the area planned for rural residential, so long as the overall objectives of the agreement are adhered to by the City when addressing the request. For example, if commercial zoning on this parcel would create urban densities or be inconsistent with the prevailing character of the area, the City might deny the request. Also, if a major commercial center were planned within an area now zoned RR, the City might deny that request as well. But, given the fact that the proposed rezoning adjoins multiple other commercial uses that were previously recognized by the ELUA and two major collectors and a major intersection, it does not appear to be inconsistent with the settlement agreement to describe this property as both appropriate for commercial development and consistent with the prevailing historical use of the general vicinity.

REQUIRED ACTION:

The BCC should review the attached material and consider the facts presented, take action to approve, deny, approve or table for further analysis of this request.

RECOMMENDATION:

The following facts support consent by the BCC to amend the Settlement Agreement specific to Area 12 and Section 2(c): portions of Area 12 received RR zoning, other areas received R-1, and still others received a variety of other classifications, including commercial; the intent of the settlement agreement was not to limit Area 12 to a zoning designation of RR; the ELUA recognized that uses and development patterns other than rural residential existed and shall be respected; the proposed rezoning adjoins multiple other commercial uses that were previously recognized by the ELUA and two major collectors and a major intersection; the proposed rezoning is consistent with the settlement agreement for commercial development and consistent with the prevailing historical use of the general vicinity.

A review of the Settlement Agreement Section 2(c) specific to Area 12 and Ordinance No. 2009-01 (SPPaZO) has established findings that the Settlement Agreement should not preclude the Polk property owners from seeking commercial zoning along a major collector within the area planned for rural residential. The overall objective of the agreement shall be adhered to by the City when addressing the request and appropriate zoning shall be developed by the City for this area prior to annexation.

ATTACHMENTS:

- Exhibit "A" – Settlement Agreement
- Exhibit "B" – City Annexation Areas
- Exhibit "C" – Los Soleras General Plan
- Exhibit "D"- Ordinance No. 2009-1 (SPPaZO)
- Exhibit "E" – Correspondence from City
- Exhibit "F" – Correspondence from Siebert
- Exhibit "G" – Memo Presented to BCC on April 18, 2011
- Exhibit "H" - Aerial Photo of Property
- Exhibit "I" - Plats

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City"), the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission, extraterritorial planning and zoning bodies created through a Joint Powers Agreements by and between the City and County (entities created by the 1991 Joint Powers Agreement of the City and County and hereinafter referred to as "the EZA" and "the EZC"), and the owners of land within Area 10, as defined herein, whose signatures are included at the end of this Agreement (hereinafter collectively referred to as "Las Soleras"), all collectively referred to herein as "the parties."

WHEREAS, a dispute has arisen among the parties hereto over the proposed annexation of the proposed development known as "Las Soleras" and the dispute resulted in the filing of six lawsuits in the federal and State courts in New Mexico;

WHEREAS, the dispute concerning the annexation of Las Soleras led to differences of opinion between the City and the County over the issue of annexation in general;

WHEREAS, part of the mandate of the Regional Planning Authority, a joint City and County Board devoted to regional planning and established by the Fifth Amended



and Restated Joint Powers Agreement for the Regional Planning Authority (hereinafter referred to as "the RPA"), is to address the annexation issue, but the controversy over Las Soleras' application to the EZC and EZA arose before the RPA could complete its work;

WHEREAS, the dispute outlined above and the lawsuits have significantly burdened the parties, affected City/County relations, impaired the reasonable development of the City, and has burdened the County with an area that is largely urban;

WHEREAS, the parties desire to resolve all the disputes and lawsuits in a comprehensive settlement that: (i) permits annexation of Las Soleras (portions of area 10, identified on Attachment A hereto), (ii) permits annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, identified on Attachment A, in a way that does not unreasonably impact the City, the County, or the citizens residing in those areas, (iii) resolves annexation issue for a period of no less than twenty years and enables the City and County to effectively plan in their respective jurisdictions; (iv) addresses the need to establish sensible water and wastewater utility service areas for the City and County and remedies existing inconsistencies in the service areas in a reasonable way; and (v) focuses City/County interactions on positive intergovernmental projects rather than lawsuits and controversy; and

WHEREAS, the parties hereto therefore desire to enter into a binding agreement to settle the remaining lawsuits and all issues related thereto.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. STIPULATED DISMISSAL OF ALL PENDING LITIGATION. Upon final execution of this Agreement by all of the parties hereto, the parties shall file a stipulation of dismissal of each of the following cases:

a. *Las Soleras Oeste Ltd. Co., Geronimo Partnership, the Crossing LLC, Crowne Santa Fe LLC, Randall Schmille, Tierra de la Amigos LLC, and Burttram Family Investments LLC v. City of Santa Fe*, First Judicial District Court Cause No. D-0101-CV-2006-02397; and

b. *City of Santa Fe v. Santa Fe Extraterritorial Zoning Authority, Santa Fe Extraterritorial Zoning Commission and Las Soleras Ltd., J. Harmon Burttram and Anne Janssen, Faye E. Gardner, and Building Services Co., as owners of the proposed Development Known as the Las Soleras Development*, First Judicial District Court Cause No. D-0101-CV-2006-01555.

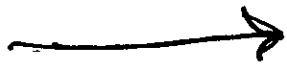
2. ANNEXATION OF AREAS 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, THE UNANNEXED PORTION OF AREA 13, AREAS 15, 16, 17 AND 18.

a. The City shall annex Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, all as shown on Attachment A.¹

b. The annexations referred to in the previous paragraph shall be accomplished within the five year period commencing on the effective date of this Agreement. Annexations shall be accomplished through any of the means described in NMSA 1978, §§ 3-7-1 through 3-7-18 (1965)(as amended), but the petition method set forth in NMSA 1978, § 3-7-17.1 (2003) shall be preferred. In the event the Municipal Boundary Commission method set forth in NMSA 1978, §§ 3-7-11 through 3-7-16 (1965)(as amended) is used, or the petition method is used but all owners fail to sign the petition thus requiring action of the Extraterritorial Land Use Authority as set forth in

¹ The remaining portion of Area 10 will be annexed, but is addressed specially in Section 3 of this Agreement.

NMSA 1978, § 3-7-17.1(C) (2003), then the County shall fully cooperate with the City in the prosecution of the applications.



c. Area 1 and Area 12 shall be annexed but the rural residential zoning prevalent in the area shall be respected by the City following annexation and urban densities shall not be established within Area 1 or Area 12 during the term of this Agreement. Appropriate zoning shall be developed by the City for these areas prior to annexation.

d. Residents of Area 1 shall be permitted to submit a petition or petitions with the Board of County Commissioners to include portions of Area 1 in the Agua Fria Traditional Historic Community prior to annexation.

e. Area 7 shall be annexed concurrently or following annexation of Areas 2, 3, 4, and 5.

f. The City may annex Areas 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, the unannexed portion of Area 13, 15, 16, 17 and 18,) immediately or, alternatively, may annex the areas sequentially over a period not to exceed five years. Specific target dates for filing of the appropriate petition with the Municipal Boundary Commission or the appropriate petition pursuant to the petition method shall be established by a separate written City-County Agreement. The City and the County immediately shall undertake a joint comprehensive survey of existing conditions within Areas 2, 4 and 5 to identify relevant public infrastructure in those areas that will be subject to the terms of this Agreement and to identify relevant public nuisances. The information gathered may be used to establish specific target dates for annexation and to plan annexation within those areas. Once agreed upon, the target dates may only be changed by subsequent written amendment.

g. Territory to be annexed pursuant to this Agreement shall be referred to herein as "Areas to be Annexed" and current city boundaries augmented by these Areas to be Annexed shall be referred to as within the "Presumptive City Limits." No areas outside the Presumptive City Limits shall be annexed for twenty years unless the City and the County specifically agree by separate written agreement. Area 14, the Rodeo Grounds and County Fair Grounds, shall remain unannexed.

h. The County approves the annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, and shall provide to the City such approvals in writing and in appropriate forums after due notice and opportunity to comment on annexations initiated by the petition method pursuant to NMSA 1978, § 3-7-17.1 (2003).

i. The Beatty annexation (a portion of area No. 10 described on Attachment C to this Agreement) shall be recorded immediately without objection by the County.

j. County roads lying within parcels to be annexed shall be annexed contemporaneously with the adjoining parcels, and any County road that serves as a boundary for annexed property shall be annexed contemporaneously to the right of way boundary opposite the parcel being annexed. Upon annexation of any road owned by the County as provided for in this paragraph, the City shall assume ownership and maintenance responsibilities, and the County thereafter shall have no responsibility for the road.

k. The County shall maintain existing county roads within the Areas to be Annexed to customary county maintenance standards until annexation by the City. This

Agreement shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City and County that provides a means for financing the capital improvements. No construction or other capital improvements to roads within the Presumptive City Limits shall be undertaken by the County after execution of this Agreement without first having obtained written approval from the City. Nothing in this Agreement shall absolve any person or entity from an obligation to complete roads as specified in any approved development plan the Areas to be Annexed.

l. The City shall not construct or maintain roads within the Areas to be Annexed except as provided in a separate written agreement of the City and the County.

m. 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.

n. The water and wastewater utility service areas of the City and County shall coincide with the Presumptive City Limits; the City water and wastewater utility service area shall be within the Presumptive City Limits and the County utility service area shall be outside the Presumptive City Limits.

o. City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings

of the Public Regulation Commission. Accordingly, upon consent or assignment, water and wastewater customers not in the City and outside of the Presumptive City Limits, such as those in the Aldea development, IAIA, and the Santa Fe Community College shall become County customers when the County is able to provide water and wastewater service. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water customers within Area 7 shall become City customers when the City is able to provide service. The City and County Managers shall meet and confer and develop a plan to accomplish these transfers, and the plan shall be documented in a subsequent written amendment to this Agreement. The Plan shall include provisions for reimbursement of the City and County for the actual value of the infrastructure transferred as established by an appraisal prepared by an appraiser chosen by mutual agreement of the parties. If either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights, along with the customers, to the other party.

p. The County agrees to adopt an ordinance pursuant to NMSA 1978, § 7-2-14.3 (2003) to provide a partial property tax rebate for low-income taxpayers who have their principal place of residence in the County and, if deemed necessary by the Board of County Commissioners, to adopt a resolution to submit to the qualified electors of the County pursuant to NMSA 1978, §§ 7-2-14.4 (2001) and 7-2-14.5 (1994), the question whether to impose a property tax increase to fund the property tax rebate.

q. In addition to roads and water and wastewater service, discussed previously, the City shall provide municipal services within areas annexed pursuant to this Agreement, including but not limited to solid waste disposal, law enforcement and fire protection.

r. The County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation. In the area to be annexed that is most densely populated (between Airport Road and Agua Fria Road) and most in need of augmented law enforcement services, the County shall maintain its current level of law enforcement services until annexation and thereafter, by separate Joint Powers Agreement, for a period up to three years following annexation. The City shall immediately upon annexation match that level of law enforcement service provided by the County and over the three year period replace the County law enforcement services.

s. Nothing herein shall preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force.

t. The City shall provide to the County, through electronic means if feasible, information concerning the boundaries of each annexation as soon as possible after the annexation is complete so that the City and County will each have the correct City limits on their respective books and records.

u. No further annexation except those specifically set forth in this Agreement will be permitted for twenty years from the effective date of this Agreement unless agreed to in writing specifically by the City and County.

v. Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties.

w. The parties shall sign and record all documents necessary to accomplish the foregoing.

3. ANNEXATION, AREA 10.

a. Las Soleras (a portion of Area No. 10, Attachment A) shall be annexed via a landowner-initiated "Petition Method" application as set forth in NMSA 1978, §3-7-17 A (2) The application shall be submitted to the City of Santa Fe Governing Body immediately upon execution of this Agreement and shall consist of an (1) Annexation Petition, (2) General Plan Amendment and (3) Rezoning, all consistent with the map attached as Attachment B, which map includes the approvals granted by the Extraterritorial Zoning Authority in Case # Z/V 04-4592 (the "Presbyterian Project"). It is expressly understood and agreed that this Agreement does not constitute an approval of any portion of the Application or the map attached hereto as Attachment B.

b. Richards Avenue between Governor Miles and Interstate 25, together with its right of way, shall be annexed contemporaneously with Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation, including the annexation of Richards Avenue. Upon annexation, the County shall provide a quitclaim deed to the City for Richards Avenue between Governor Miles and Interstate 25. The

City shall, upon annexation of Richards Avenue, assume ownership and maintenance and the County shall have no responsibility therefore.

c. The portion of Beckner Road owned by the County shall be annexed along with the annexation of Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation of Beckner Road. Upon annexation, the County shall provide a quitclaim deed for the portion of Beckner Road that it owns. The City shall, upon annexation of Beckner Road, assume ownership and maintenance and the County shall have no responsibility therefore.

d. Any changes to the zoning of Area 10 after the Governing Body's approval of the Annexation Petition, General Plan Amendment, and Rezoning, as described in 3(a) above, shall require rezoning pursuant to City ordinances. Immediately following the Governing Body's approval of the Annexation Petition, General Plan Amendment and Rezoning described in 3(a) above, all additional approvals necessary for development of Area 10 including, but not limited to, preliminary and final development approval, shall be within the City of Santa Fe's jurisdiction.

e. The success of Area 10 is critical to the success of the annexation strategy set forth herein. Accordingly, the City shall in accordance with its applicable ordinances, regulations and rules, issue building permits and other necessary approvals when request by Las Soleras without unreasonable delay.

f. The parties shall sign and record all documents necessary to accomplish the foregoing, including documents, plans, plats and ordinances required.

g. As of the effective date of this Agreement, Las Soleras is within the water service area of the County. The parties acknowledge that Las Soleras has submitted

a Water Dedication and Acknowledgment form to the County in accordance with adopted County water policy in the amount of 36 acre-feet of valid pre-1907 consumptive use water rights (the “Water Rights”) and is beginning the process of transferring the Water Rights to the County to provide for delivery of that amount of water to serve the proposed Presbyterian Project.

The Parties agree that after annexation to the City, the Water Rights shall be transferred by the County to the City and the entitlements to water service from the County will be accepted by the City after they have assumed ownership of the Water Rights. The City shall provide water service to the proposed Presbyterian Project or successor project in the amount of Water Rights transferred to it by the County and in accordance with its water transfer ordinance in effect at that time; provided however, that Las Soleras agrees that after the Water Rights are transferred the City, if the City requests that the transferred Water Rights be transferred to the Buckman well field, Las Soleras agrees to ensure that the point of diversion for use of the transferred Water Rights shall be the Buckman well field.

h. As of the effective date of this Agreement, Las Soleras is within the sewer service area of the County. The parties acknowledge and agree that upon application for annexation of Las Soleras in accordance with subsection a, above, the City shall issue a “can and will serve” letter to Las Soleras for sewer service in accordance with its rules and regulations.

**4. THE EXTRATERRITORIAL ZONING AUTHORITY AND
EXTRATERRITORIAL ZONING COMMISSION.**

a. The City and County will execute a Joint Powers Agreement for the two mile extraterritorial zone and the five mile planning and platting jurisdiction to abolish the EZA and the EZC in their present form and to establish by ordinances an Extraterritorial Land Use Authority and Extraterritorial Land Use Commission pursuant to NMSA 1978 §3-21-3.2 (2003) exclusively for the following three purposes: (1) to delegate all authority possessed by the City over areas *outside* the Presumptive City limits to the County, including specifically the City's concurrent planning and platting and subdivision approval authority pursuant to NMSA 1978, § 3-20-5 (1965) and the City's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003) which areas shall be zoned and platted by the County pursuant to its Land Development Code, including specifically the County's concurrent planning and platting authority pursuant to NMSA 1978, § 3-20-5 (1965) and the County's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003); (2) to delegate planning, platting, subdivision approval and zoning jurisdiction over areas *inside* the Presumptive City Limits to the City, as set forth in this Agreement, which areas shall be zoned and platted based on the RPA Land Use Plan and other appropriate planning tools such as the Southwest Area Master Plan or subsequently-developed plans; upon annexation, property within the areas to be annexed shall receive, as preliminary zoning, the zoning in place prior to annexation; and (3) to address annexation petitions filed with the City pursuant to this Agreement and NMSA 1978, § 3-7-17.1 (2003).

5. RELEASE OF CLAIMS. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, officers, directors, employees, agents, adjusters, assigns, insurers,

underwriters and attorneys from any and all past, present, or future claims that can, may or should arise from any of the various lawsuits detailed above, or for any other injuries, losses or damages arising out of the lawsuits or disputes outlined above. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, members, officers, directors, employees, agents, adjusters, assigns, insurers, underwriters and attorneys, from any and all past, present or future claims for violations of ordinances, laws, statutes or property damage, economic loss, or any other claims, injuries, losses or damages which the parties have or claims to have arisen out of the lawsuits or disputes.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties have participated substantially in the negotiation and drafting of this Agreement and each Party hereby disclaims any defense or assertion in any litigation that any ambiguity herein should be construed against the draftsman.

7. ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, and the documents delivered pursuant hereto, and excepting the subsequent amendments and agreements specifically mentioned herein that are required to effectuate the terms of this Agreement, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, discussions, negotiations, representations, and understandings of the parties pertaining to the subject matter contained herein. No changes of, modifications of, or additions to this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

8. SEVERABILITY. If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms. Failure of any party to insist upon strict conformance to the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof.

9. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the Agreement between the parties hereto.

10. ATTORNEYS FEES. The parties agree that should this matter be settled under the terms herein, each party will bear its own costs and attorneys fees, except that the City shall reimburse the County for one-half of the attorneys' fees the County expended defending the EZA and EZC, and their members, of the matters referred to in paragraph 1 of this Agreement.

11. REQUIRED APPROVALS. The parties acknowledge that this Settlement Agreement must be adopted by the Governing Body of the City of Santa Fe and the Board of County Commissioners of Santa Fe County to be of legal force and effect.

12. ADMISSIONS. Nothing in this Settlement Agreement shall constitute or be construed as an admission on behalf of any party as to the validity of any claims, defenses or allegations asserted in the litigation.

13. LEGAL COUNSEL. The parties represent and warrant that each has been represented by separate legal counsel of its own choosing throughout the negotiations; that each party has carefully and thoroughly reviewed this Settlement Agreement with its

counsel; that its counsel has approved it as to form; and that each party understands the terms herein. Each of the parties acknowledges that in executing this Settlement Agreement, it relies solely on its own judgment, belief and knowledge and on such advice as it has received from its own counsel.

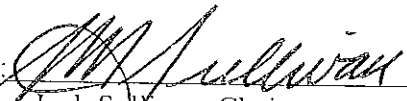
14. AMENDMENTS. This Settlement Agreement can only be amended or modified by a written agreement duly executed by all of the parties.

15. EFFECTIVE DATE. This Settlement Agreement shall become effective as of the date of the last signature below.

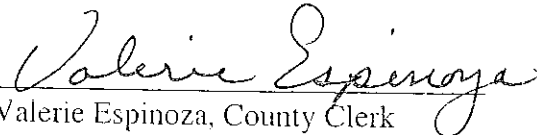
16. TERM. The term of this agreement shall be twenty years.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature below.

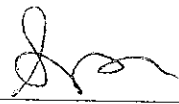
THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By:  5/14/08
Jack Sullivan, Chair Date

ATTEST:

 5/15/08
Valerie Espinoza, County Clerk Date

Approved as to form:

 5-5-08
Stephen C. Ross, County Attorney Date

THE GOVERNING BODY OF THE CITY OF SANTA FE

By: David Coss
David Coss, Mayor

5/19/08
Date

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

5/19/08
Date

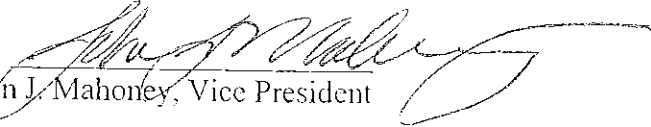
Approved as to form:

Frank D. Katz
Frank D. Katz, City Attorney

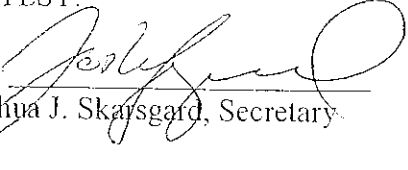
5/19/08
Date

BECKNER ROAD EQUITIES, INC.

a New Mexico Corporation

By: 
John J. Mahoney, Vice President

ATTEST:

By: 
Joshua J. Skarsgard, Secretary

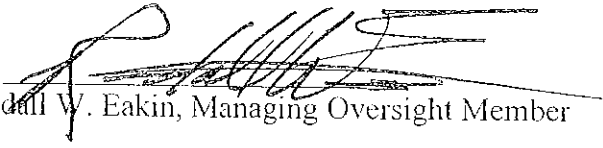
THE CROSSING, LLC

a Single Member New Mexico Limited Liability Company

Las Soleras Oeste, Ltd. Co.

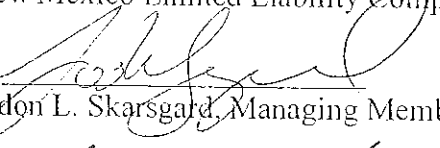
By: 
John J. Mahoney, Managing Operations Member

By: 
Gordon L. Skarsgard, Managing Operations Member BY JOSH SKARSGARD, ATTORNEY IN FACT

By: 
Randall W. Eakin, Managing Oversight Member

CROWNE SANTA FE, LLC

a New Mexico Limited Liability Company

By: 
Gordon L. Skarsgard, Managing Member BY JOSH SKARSGARD, ATTORNEY IN FACT

By: 
John J. Mahoney, Managing Member

STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 7th day of May, 2008 by J. Harmon Burttram, Managing Oversight Member of Las Soleras Del Sur, LLC, a New Mexico limited liability company.

Michael Winkton
Notary Public

My Commission Expires: 6-17-09

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 5th day of May, 2008 by Fred Gardner, Managing Member of Geronimo Equities, LLC, a New Mexico limited liability company.



My Commission Expires: 10-19-2011

Sandra D Levy
Notary Public

POTENTIAL ANNEXATION AREAS
DATA SHEET

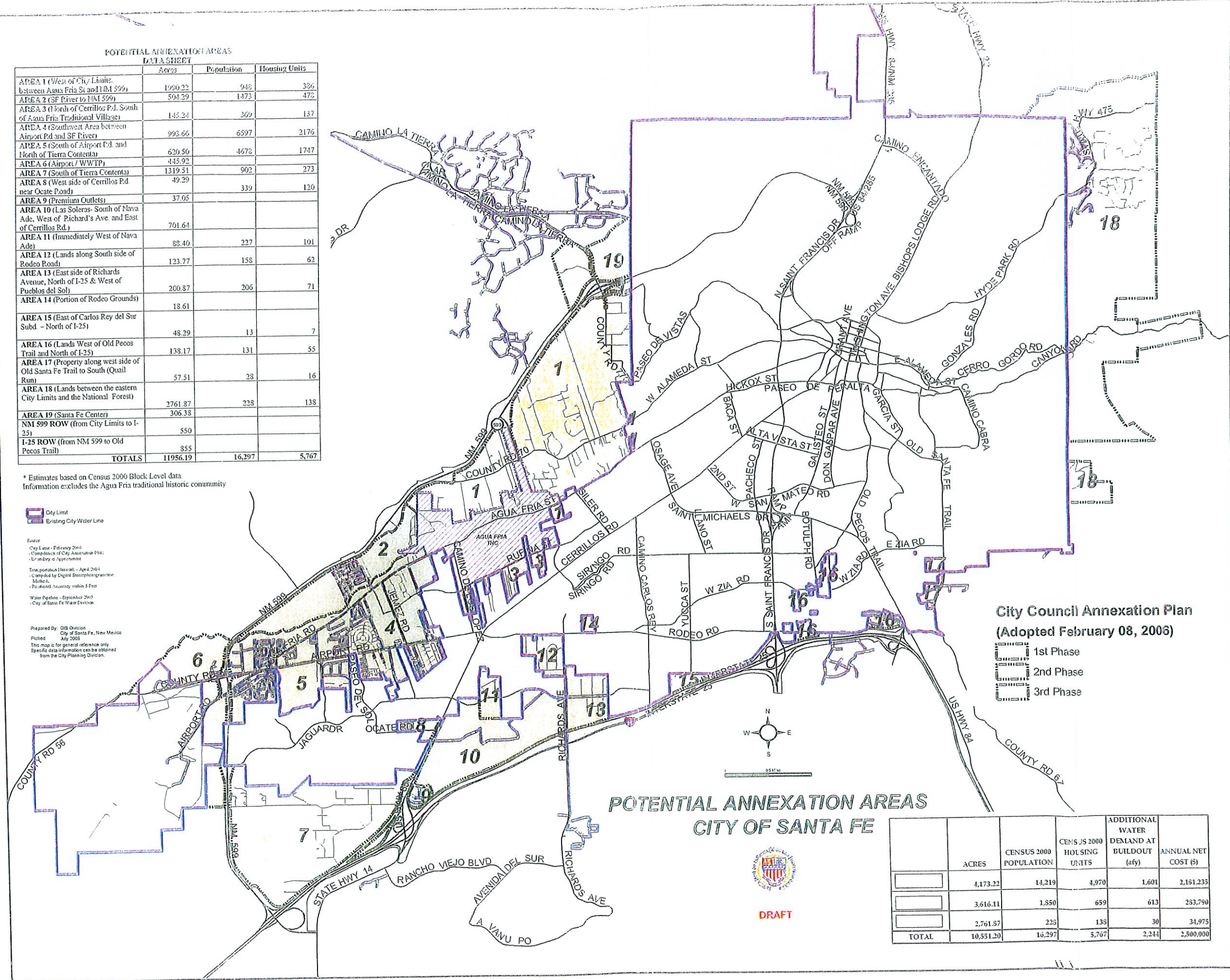
Area	Acres	Population	Housing Units
AREA 1 (West of City Limits, between Agua Fria St. and I-25)	1990.22	948	396
AREA 2 (SF River to NM 599)	504.29	1473	472
AREA 3 (North of Cerrillos P.d. South of Agua Fria Traditional Village)	145.24	369	137
AREA 4 (Southwest Area between Airport Rd and SF River)	993.66	6597	2176
AREA 5 (South of Airport Rd. and North of Tierra Contenta)	620.50	4676	1747
AREA 6 (Airport / WWTP)	445.92	902	273
AREA 7 (South of Tierra Contenta)	1319.51	902	273
AREA 8 (West side of Cerrillos P.d. near Ocote Road)	49.29	339	120
AREA 9 (Premium Outlets)	37.05		
AREA 10 (Las Soleras - South of Nava Ade, West of Richard's Ave. and East of Cerrillos Rd.)	701.64		
AREA 11 (Immediately West of Nava Ade)	88.40	227	101
AREA 12 (Lands along South side of Rodeo Road)	123.77	158	62
AREA 13 (East side of Richards Avenue, North of I-25 & West of Pueblos del Sol)	200.87	206	71
AREA 14 (Portion of Rodeo Grounds)	18.61		
AREA 15 (East of Carlos Rey del Sur Subd. - North of I-25)	48.29	13	7
AREA 16 (Lands West of Old Pecos Trail and North of I-25)	138.17	131	55
AREA 17 (Property along west side of Old Santa Fe Trail to South (Quail Run))	57.51	28	16
AREA 18 (Lands between the eastern City Limits and the National Forest)	2761.87	228	138
AREA 19 (Santa Fe Center)	306.33		
NM 599 ROW (from City Limits to I-25)	550		
I-25 ROW (from NM 599 to Old Pecos Trail)	855		
TOTALS	11956.19	16,297	5,767

* Estimates based on Census 2000 Block Level data.
Information excludes the Agua Fria traditional historic community.

City Limit
Existing City Water Line

Source:
City Limit - February 2004
- Compliance of City American Plan
- Boundary is Approximate
Transportation Elements - April 2004
- Compiled by Digital Geographic Information Systems
- Political Agency within 5 Feet
Water Pipeline - September 2003
- City of Santa Fe Water Division

Prepared By: GIS Division
City of Santa Fe, New Mexico
Plotted: July 2005
This map is for general reference only.
Specific data information can be obtained from the City Planning Division.



POTENTIAL ANNEXATION AREAS
CITY OF SANTA FE



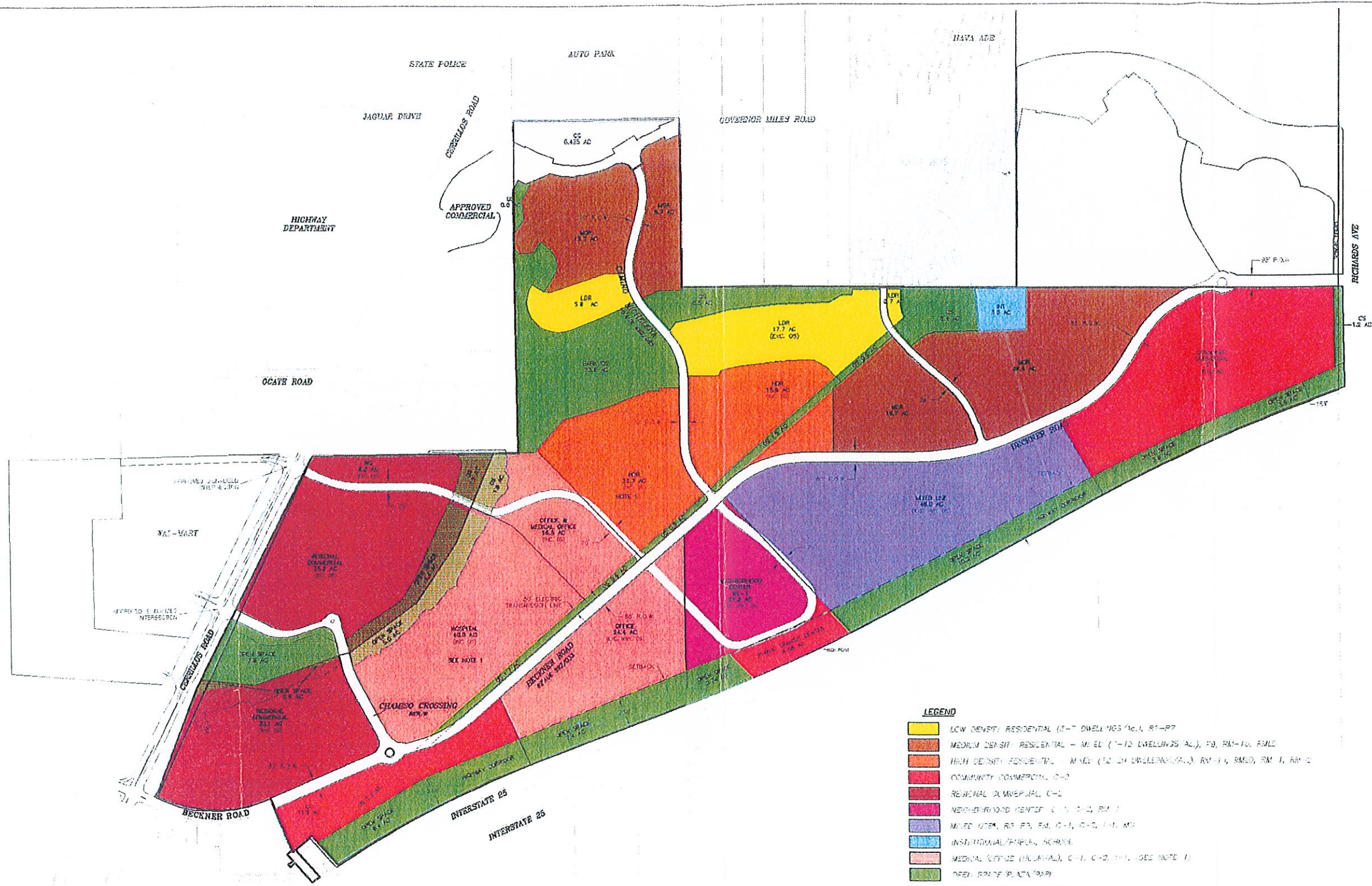
DRAFT

City Council Annexation Plan
(Adopted February 08, 2006)

- 1st Phase
- 2nd Phase
- 3rd Phase

	ACRES	CENSUS 2000 POPULATION	CENSUS 2000 HOUSING UNITS	ADDITIONAL WATER DEMAND AT BUILDOUT (afy)	ANNUAL NET COST (\$)
	4,173.22	14,219	4,970	1,601	2,181,235
	3,616.11	1,850	659	613	233,790
	2,761.87	228	138	30	34,975
TOTAL	10,551.20	16,297	5,767	2,244	2,500,000





- LEGEND**
- LOW DENSITY RESIDENTIAL (1-7 DWELLINGS/AC.), R1-R7
 - MEDIUM DENSITY RESIDENTIAL - MED (1-12 DWELLINGS/AC.), R8, RM-10, FAMIL
 - HIGH DENSITY RESIDENTIAL - MINES (12-24 DWELLINGS/AC.), RM-11, RM20, RM-1, RM-2
 - COMMUNITY COMMERCIAL, C-1
 - REGIONAL COMMERCIAL, C-2
 - NEIGHBORHOOD CENTER (1-3, C-3, C-4)
 - MIXED USE, RS, RS, RM, C-1, C-2, FAMIL
 - INSTITUTIONAL/SCHOOL, S
 - MEDICAL OFFICE (HOSPITAL), C-1, C-2, C-3, (SEE NOTE 1)
 - OFFICE SPACE (BANK)
 - DENOTES OPTIONAL PAD ZONE

*THE MIXED USE/TRANSITIONAL DISTRICT IS DESCRIBED BY RESOLUTION 2001-22 AMENDING THE GENERAL PLAN BY ESTABLISHING "MIXED USE/TRANSITIONAL" AS A LAND USE CLASSIFICATION. AS SET FORTH IN THIS RESOLUTION, THIS DESIGNATION INCLUDES PROMOTING A MIXTURE OF COMPATIBLE LAND USES OCCURRING WITHIN GENERAL ABUTTING TRACTS OF LAND WHERE COMMERCIAL AND RESIDENTIAL USES ARE ADJOINING.

NOTE 1:
 HOSPITAL, RELATED USES, 70' HEIGHT VARIANCE & HELICOPTER TAKE-OFF AND LANDING PAD AS GRANTED BY EZA AT THEIR MEETING OF SEPTEMBER 27, 2007.

EXHIBIT
C

JAMES W. SIEBERT AND ASSOCIATES, INC. 815 HERCULES STREET • SANTA FE, NEW MEXICO 87505 (505) 833-8282 FAX (505) 833-0333	LAS SOLERAS		SCALE: 1"=400' DRAWN BY: PST/HP	DATE: FEBRUARY, 2008 CHECKED BY: JWS	
	GENERAL PLAN AMENDMENT		REVIEWED: 03/03/08 APPROVED DATE: 03/03/08	SHEET: 1 OF 2	

THE SANTA FE EXTRATERRITORIAL LAND USE AUTHORITY

ORDINANCE NO. 2009-01

AN ORDINANCE ESTABLISHING SUBDIVISION, PLATTING, PLANNING AND ZONING RULES WITHIN THE PRESUMPTIVE CITY LIMITS AND WITHIN UNINCORPORATED AREAS OF THE COUNTY THAT ARE SUBJECT TO THE EXTRATERRITORIAL, SUBDIVISION, PLATTING, PLANNING AND ZONING JURISDICTION OF THE CITY OF SANTA FE; ESTABLISHING DEFINITIONS; PROVIDING FOR TRANSITIONAL PROVISIONS; REPEALING ORDINANCE NOS. 1997-4, 1997-3, 1999-1, 1999-5, 1999-6, 2000-01, 2000-03.

BE IT ORDAINED BY THE SANTA FE EXTRATERRITORIAL LAND USE AUTHORITY:

Section One. Title. This ordinance may be cited as the Santa Fe Extraterritorial Land Use Authority Subdivision, Platting, Planning and Zoning Ordinance (SPPaZo).

Section Two. Authority. This ordinance is enacted pursuant to NMSA 1978, Sections 3-19-5 (2003), 3-20-5 (1998), 3-21-3 (2001), 3-21-3.1 (1989), 3-21-3.2 (2003) and 3-21-4 (1999), the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (2008), Ordinance No. 2008-17 of the Board of County Commissioners of Santa Fe County, and Ordinance No. 2008-46 of the Governing Body of the City of Santa Fe.

Section Three. Scope. This ordinance applies within the extraterritorial platting and planning zone set forth in NMSA 1978, Section 3-19-5 (2003), and the extraterritorial zoning area set forth in NMSA 1978, Section 13-21-2 (2003).

Section Four. Repeal. Ordinance Nos. 1997-4 (except for section 9.8 Mountain Special Review District), 1997-3, 1999-1, 1999-5, 1999-6, 2000-01, 2000-03 of the Extraterritorial Zoning Authority shall be and hereby are repealed.

Section Five. Planning Basis. This ordinance implements the City of Santa Fe 1999 General Plan as amended through 2008. The following other planning documents to the extent they are not inconsistent shall also be considered: Regional Planning Authority Land Use Plan (2004), the Southwest Santa Fe County Community Area Plan (2005), the Santa Fe County Growth Management Plan (General Plan)(1999), the Santa Fe County Community College District Plan (2000), the Santa Fe Metro Area Highway Corridor Plan (2000), the Santa Fe Northwest Community Plan (1999), the Santa Fe Extraterritorial Zoning Authority Comprehensive Plan (1998), the Santa Fe Urban and Extraterritorial Future Roads Plan (1999), the Tres Arroyos del Poinente Plan (2006), and the Hyde Park Plan (1994).



Section Six. Definitions.

A. "ELUA" means the Santa Fe Extraterritorial Land Use Authority established by the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (2008) and City Ordinance No. 2008-46 and County Ordinance No. 2008-17.

B. "ELUC" means the Santa Fe Extraterritorial Land Use Commission established by the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (2008) and City Ordinance No. 2008-46 and County Ordinance No. 2008-17.

C. "EZA" means the Santa Fe Extraterritorial Zoning Authority established by the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (1991);

D. "EzC" means the Santa Fe Extraterritorial Zoning Commission established by the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement (1991);

E. "Presumptive City Limits" means the city limits of the City of Santa Fe following the completion of the annexations provided for in the Settlement Agreement and Mutual Release of Claims (2008), by and between the City of Santa Fe, Santa Fe County, and Las Soleras (as shown on Map A, attached);

F. "Areas to be Annexed" means those areas outside of the current city limits of the City of Santa Fe that will be annexed pursuant to the Settlement Agreement and Mutual Release of Claims (2008), by and between the City of Santa Fe, Santa Fe County, and Las Soleras (as shown on Map A, attached).

Section Seven. Zoning and Planning and Platting Within the Areas to be Annexed.

A. Regulation of zoning, subdivision, planning and platting of property within the Areas to be Annexed shall be governed by the City of Santa Fe Land Development Code, Chapter 14. Zoning for properties within the Areas to be Annexed is hereby established by this Ordinance as set forth in the zoning map Map B attached hereto reflecting City zoning districts selected to match land uses adopted in the planning documents referred to in Section 5 and, where applicable, current zoning granted by the EZA. Pending adoption of escarpment overlay districts within Area 18 on Map A, EZA Ordinance No. 1997-4, Section 9.8 establishing rules for the Mountain Special Review District shall apply. The City of Santa Fe will be responsible for administering zoning districts, prescribing uses within districts, rezoning particular parcels, prescribing and enforcing design standards, prescribing procedures for making and processing applications, processing applications, establishing and administering standards for development plans, subdivision of land, and all matters necessary and proper to the foregoing.

B. The City may establish and collect fees for administering zoning, platting and planning and for capital improvements, included but not limited to development review fees, application fees, impact fees, fees for building permit applications, processing, review and inspections and other fees related to development for development within the Areas to Be Annexed.

Section Eight. Zoning and Planning and Platting Outside the Presumptive City Limits.

A. Regulation of zoning and planning and platting of property within the extraterritorial zoning and planning and platting authority outside the Presumptive City Limits shall be governed by the Santa Fe County Land Development Code (1996, as amended), including without limitation establishing zoning districts, prescribing uses within districts, establishing zoning of particular parcels, prescribing and enforcing design standards, prescribing procedures for making and processing applications, processing applications, establishing and administering standards for subdivision of land, establishing and providing code enforcement, processing applications for building permits, and all matters necessary and proper to the foregoing.

B. The County may establish and collect fees for administering zoning, platting and planning and capital improvements included but not limited to impact fees, development review fees, enforcement fees, application for development outside the Presumptive City Limits.

Section Nine. Transitional Provisions.

A. Pending Applications.

1. Each application pending before the ELUA/ELUC for development of property within the Areas to be Annexed shall be transferred to the City of Santa Fe for further processing.

2. Each application pending before the ELUA/ELUC for development of property outside the Presumptive City Limits shall be transferred to Santa Fe County for further processing.

B. Zoning.

1. Rezoning of properties within the Areas to be Annexed, as deemed desirable by the City or property owners may be accomplished subsequent to the effective date of this ordinance pursuant to Chapter 14, the City Land Development Code.

2. Properties outside the Presumptive City Limits shall be zoned as established by the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission prior to the enactment of this Ordinance. Rezoning of such properties, as

deemed necessary by the County may be accomplished subsequent to the effective date of this ordinance pursuant to the County Land Development Code.

C. Permits and Approvals Without Vested Rights. Permits and approvals granted by the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission prior to the effective date of this ordinance for which rights have not vested (approved master plans, special exceptions, recognition of nonconforming uses, development plans, subdivisions, exception plats, and lot line adjustments) shall be henceforth governed by the City Land Development Code within the Presumptive City Limits, and by the Santa Fe County Land Development Code outside the Presumptive City Limits.

D. Permits and Approvals With Vested Rights. Permits and approvals granted by the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission prior to enactment of this ordinance for which rights have vested (whether or not the permit or approval conforms to City Land Development Code) shall be recognized by the City and the County.

E. Approved Master Plans.

1. Properties within the Areas to be Annexed that have received final approval of a master plan from the Extraterritorial Zoning Authority or the Extraterritorial Zoning Commission shall within five years of that approval file an application for approval of a development plan, preliminary development plan or subdivision plat in accordance with that Master Plan with the City of Santa Fe or the approval of the master plan shall expire unless an extension is obtained pursuant to the City Land Development Code.

2. Properties outside the Presumptive City Limits that have received final approval of a master plan from the Extraterritorial Zoning Authority or the Extraterritorial Zoning Commission shall be permitted to file an application for approval of a preliminary development plan or plat from the County.

F. Approved Preliminary Development Plans or Plats.

1. Properties within the Areas to be Annexed that have received preliminary development plan or plat approval from the Extraterritorial Zoning Authority or the Extraterritorial Zoning Commission but have not received final development plan or plat approval, shall within 24 months of said approval file an application for approval of a final development plan or subdivision plat in accordance with that preliminary plan or plat with the City of Santa Fe or the approval of the preliminary development plan or plat shall expire unless an extension is obtained pursuant to the City Land Development Code..

2. Properties outside the Presumptive City Limits that have received preliminary development plan or plat approval from the Extraterritorial Zoning

Authority or the Extraterritorial Zoning Commission but have not received final development plan or plat approval, may file an application for approval of a preliminary development plan or plat with the County. The application will be governed and processed according to the County Land Development Code.

G. Approved but Unrecorded Final Development Plans and Plats.

Properties that have received final development plan or plat approval from the Extraterritorial Zoning Authority or the Extraterritorial Zoning Commission but have not recorded the plan or plat shall within 18 months of the approval complete the recordation process under the terms of the final approval or the approval will expire unless an extension is obtained pursuant to the City Land Development Code.

H. Approved and Recorded Final Development Plans, Plats or

Permits. Properties that have received final development plan or plat approval from the Extraterritorial Zoning Authority or the Extraterritorial Zoning Commission and have recorded the plan or plat shall within 24 months of the approval apply for construction permits consistent with that plan or plat from the City of Santa Fe or the approval will expire unless an extension is obtained pursuant to the City Land Development Code..

Section Ten. Enforcement. Enforcement of Land Development Codes within the delegated authority set forth in this Ordinance shall be made by the entity responsible for enforcement of those Codes, e.g. within the Presumptive City Limits, the City Code shall govern as set forth in this Ordinance, and the City shall be responsible for enforcement of its Land Development Code pursuant to this delegated authority. Likewise, within the County and outside the Presumptive City Limits, the County Land Development Code shall govern as set forth in this Ordinance, and the County shall be responsible for enforcement of the terms of that Code.

Section Eleven. Business and Itinerant Vendor Licenses. The City shall issue business and itinerant vendor licenses within the Presumptive City Limits. The County shall issue business and itinerant vendor licenses outside the Presumptive City Limits. Licenses validly issued pursuant to the Extraterritorial Zoning Ordinance shall be valid until expiration.

Section Twelve. Building and Development Permits. Building and/or development permits sought within the Presumptive City Limits shall be obtained from the City. Building and/or development permits sought outside the Presumptive City Limits shall be obtained from the County or the Construction Industries Division. Building and development permits that pertain to property for which final approvals were approved through the Extraterritorial Zoning Ordinance shall be governed by the terms of the approval.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2009.

THE EXTRATERRITORIAL LAND USE
AUTHORITY OF SANTA FE COUNTY

By: [Signature]
Harry Montoya, Chair

ATTEST: [Signature]
Valerie Espinoza, Santa Fe County Clerk

[Signature]
Yolanda Vigil, City Clerk

APPROVED AS TO FORM:
[Signature]
Stephen C. Ross, Santa Fe County Attorney

[Signature]
Frank Katz, City Attorney



COUNTY OF SANTA FE) ELUA ORDINANCE
STATE OF NEW MEXICO) ss PAGES: 9
I Hereby Certify That This Instrument Was Filed for
Record On The 4TH Day Of September, 2009 at 02:14:03 PM
And Was Duly Recorded as Instrument # 1576351
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy [Signature] County Clerk, Santa Fe, NM



Annexation Areas



Future Land Use & Zoning Districts East

Adopted 08/27/2009
Extraterritorial Land Use Authority

City Zoning Districts

Residential Districts

- R1, (PUD) Single - Family 1d/1c
- R2, (D1), (PUD) Single - Family 2d/1c
- R3, (PUD) Single - Family 3d/1c
- R4 Single - Family 4d/1c
- R5, (D1), (PUD), (AC), R6, (PUD) Single - Family 5d/1c
- R7, R8, (PUD), R9 Single - Family 7 d/1c
- ACA, AC/CA Compound 5d/1c
- ACA, AC/CA Compound 2d/1c
- MA10, (PUD) Multiple - Family 10d/1c
- MA15, (PUD) Multiple - Family 15d/1c
- MA20, (PUD) Multiple - Family 20d/1c
- MA25, (PUD) Multiple - Family 25d/1c
- MA30, (PUD) Multiple - Family 30d/1c
- MA35, (PUD) Multiple - Family 35d/1c
- MA40, (PUD) Multiple - Family 40d/1c
- MA45, (PUD) Multiple - Family 45d/1c
- MA50, (PUD) Multiple - Family 50d/1c
- MA55, (PUD) Multiple - Family 55d/1c
- MA60, (PUD) Multiple - Family 60d/1c
- MA65, (PUD) Multiple - Family 65d/1c
- MA70, (PUD) Multiple - Family 70d/1c
- MA75, (PUD) Multiple - Family 75d/1c
- MA80, (PUD) Multiple - Family 80d/1c
- MA85, (PUD) Multiple - Family 85d/1c
- MA90, (PUD) Multiple - Family 90d/1c
- MA95, (PUD) Multiple - Family 95d/1c
- MA100, (PUD) Multiple - Family 100d/1c
- MA105, (PUD) Multiple - Family 105d/1c
- MA110, (PUD) Multiple - Family 110d/1c
- MA115, (PUD) Multiple - Family 115d/1c
- MA120, (PUD) Multiple - Family 120d/1c
- MA125, (PUD) Multiple - Family 125d/1c
- MA130, (PUD) Multiple - Family 130d/1c
- MA135, (PUD) Multiple - Family 135d/1c
- MA140, (PUD) Multiple - Family 140d/1c
- MA145, (PUD) Multiple - Family 145d/1c
- MA150, (PUD) Multiple - Family 150d/1c
- MA155, (PUD) Multiple - Family 155d/1c
- MA160, (PUD) Multiple - Family 160d/1c
- MA165, (PUD) Multiple - Family 165d/1c
- MA170, (PUD) Multiple - Family 170d/1c
- MA175, (PUD) Multiple - Family 175d/1c
- MA180, (PUD) Multiple - Family 180d/1c
- MA185, (PUD) Multiple - Family 185d/1c
- MA190, (PUD) Multiple - Family 190d/1c
- MA195, (PUD) Multiple - Family 195d/1c
- MA200, (PUD) Multiple - Family 200d/1c
- MA205, (PUD) Multiple - Family 205d/1c
- MA210, (PUD) Multiple - Family 210d/1c
- MA215, (PUD) Multiple - Family 215d/1c
- MA220, (PUD) Multiple - Family 220d/1c
- MA225, (PUD) Multiple - Family 225d/1c
- MA230, (PUD) Multiple - Family 230d/1c
- MA235, (PUD) Multiple - Family 235d/1c
- MA240, (PUD) Multiple - Family 240d/1c
- MA245, (PUD) Multiple - Family 245d/1c
- MA250, (PUD) Multiple - Family 250d/1c
- MA255, (PUD) Multiple - Family 255d/1c
- MA260, (PUD) Multiple - Family 260d/1c
- MA265, (PUD) Multiple - Family 265d/1c
- MA270, (PUD) Multiple - Family 270d/1c
- MA275, (PUD) Multiple - Family 275d/1c
- MA280, (PUD) Multiple - Family 280d/1c
- MA285, (PUD) Multiple - Family 285d/1c
- MA290, (PUD) Multiple - Family 290d/1c
- MA295, (PUD) Multiple - Family 295d/1c
- MA300, (PUD) Multiple - Family 300d/1c
- MA305, (PUD) Multiple - Family 305d/1c
- MA310, (PUD) Multiple - Family 310d/1c
- MA315, (PUD) Multiple - Family 315d/1c
- MA320, (PUD) Multiple - Family 320d/1c
- MA325, (PUD) Multiple - Family 325d/1c
- MA330, (PUD) Multiple - Family 330d/1c
- MA335, (PUD) Multiple - Family 335d/1c
- MA340, (PUD) Multiple - Family 340d/1c
- MA345, (PUD) Multiple - Family 345d/1c
- MA350, (PUD) Multiple - Family 350d/1c
- MA355, (PUD) Multiple - Family 355d/1c
- MA360, (PUD) Multiple - Family 360d/1c
- MA365, (PUD) Multiple - Family 365d/1c
- MA370, (PUD) Multiple - Family 370d/1c
- MA375, (PUD) Multiple - Family 375d/1c
- MA380, (PUD) Multiple - Family 380d/1c
- MA385, (PUD) Multiple - Family 385d/1c
- MA390, (PUD) Multiple - Family 390d/1c
- MA395, (PUD) Multiple - Family 395d/1c
- MA400, (PUD) Multiple - Family 400d/1c
- MA405, (PUD) Multiple - Family 405d/1c
- MA410, (PUD) Multiple - Family 410d/1c
- MA415, (PUD) Multiple - Family 415d/1c
- MA420, (PUD) Multiple - Family 420d/1c
- MA425, (PUD) Multiple - Family 425d/1c
- MA430, (PUD) Multiple - Family 430d/1c
- MA435, (PUD) Multiple - Family 435d/1c
- MA440, (PUD) Multiple - Family 440d/1c
- MA445, (PUD) Multiple - Family 445d/1c
- MA450, (PUD) Multiple - Family 450d/1c
- MA455, (PUD) Multiple - Family 455d/1c
- MA460, (PUD) Multiple - Family 460d/1c
- MA465, (PUD) Multiple - Family 465d/1c
- MA470, (PUD) Multiple - Family 470d/1c
- MA475, (PUD) Multiple - Family 475d/1c
- MA480, (PUD) Multiple - Family 480d/1c
- MA485, (PUD) Multiple - Family 485d/1c
- MA490, (PUD) Multiple - Family 490d/1c
- MA495, (PUD) Multiple - Family 495d/1c
- MA500, (PUD) Multiple - Family 500d/1c
- MA505, (PUD) Multiple - Family 505d/1c
- MA510, (PUD) Multiple - Family 510d/1c
- MA515, (PUD) Multiple - Family 515d/1c
- MA520, (PUD) Multiple - Family 520d/1c
- MA525, (PUD) Multiple - Family 525d/1c
- MA530, (PUD) Multiple - Family 530d/1c
- MA535, (PUD) Multiple - Family 535d/1c
- MA540, (PUD) Multiple - Family 540d/1c
- MA545, (PUD) Multiple - Family 545d/1c
- MA550, (PUD) Multiple - Family 550d/1c
- MA555, (PUD) Multiple - Family 555d/1c
- MA560, (PUD) Multiple - Family 560d/1c
- MA565, (PUD) Multiple - Family 565d/1c
- MA570, (PUD) Multiple - Family 570d/1c
- MA575, (PUD) Multiple - Family 575d/1c
- MA580, (PUD) Multiple - Family 580d/1c
- MA585, (PUD) Multiple - Family 585d/1c
- MA590, (PUD) Multiple - Family 590d/1c
- MA595, (PUD) Multiple - Family 595d/1c
- MA600, (PUD) Multiple - Family 600d/1c
- MA605, (PUD) Multiple - Family 605d/1c
- MA610, (PUD) Multiple - Family 610d/1c
- MA615, (PUD) Multiple - Family 615d/1c
- MA620, (PUD) Multiple - Family 620d/1c
- MA625, (PUD) Multiple - Family 625d/1c
- MA630, (PUD) Multiple - Family 630d/1c
- MA635, (PUD) Multiple - Family 635d/1c
- MA640, (PUD) Multiple - Family 640d/1c
- MA645, (PUD) Multiple - Family 645d/1c
- MA650, (PUD) Multiple - Family 650d/1c
- MA655, (PUD) Multiple - Family 655d/1c
- MA660, (PUD) Multiple - Family 660d/1c
- MA665, (PUD) Multiple - Family 665d/1c
- MA670, (PUD) Multiple - Family 670d/1c
- MA675, (PUD) Multiple - Family 675d/1c
- MA680, (PUD) Multiple - Family 680d/1c
- MA685, (PUD) Multiple - Family 685d/1c
- MA690, (PUD) Multiple - Family 690d/1c
- MA695, (PUD) Multiple - Family 695d/1c
- MA700, (PUD) Multiple - Family 700d/1c
- MA705, (PUD) Multiple - Family 705d/1c
- MA710, (PUD) Multiple - Family 710d/1c
- MA715, (PUD) Multiple - Family 715d/1c
- MA720, (PUD) Multiple - Family 720d/1c
- MA725, (PUD) Multiple - Family 725d/1c
- MA730, (PUD) Multiple - Family 730d/1c
- MA735, (PUD) Multiple - Family 735d/1c
- MA740, (PUD) Multiple - Family 740d/1c
- MA745, (PUD) Multiple - Family 745d/1c
- MA750, (PUD) Multiple - Family 750d/1c
- MA755, (PUD) Multiple - Family 755d/1c
- MA760, (PUD) Multiple - Family 760d/1c
- MA765, (PUD) Multiple - Family 765d/1c
- MA770, (PUD) Multiple - Family 770d/1c
- MA775, (PUD) Multiple - Family 775d/1c
- MA780, (PUD) Multiple - Family 780d/1c
- MA785, (PUD) Multiple - Family 785d/1c
- MA790, (PUD) Multiple - Family 790d/1c
- MA795, (PUD) Multiple - Family 795d/1c
- MA800, (PUD) Multiple - Family 800d/1c
- MA805, (PUD) Multiple - Family 805d/1c
- MA810, (PUD) Multiple - Family 810d/1c
- MA815, (PUD) Multiple - Family 815d/1c
- MA820, (PUD) Multiple - Family 820d/1c
- MA825, (PUD) Multiple - Family 825d/1c
- MA830, (PUD) Multiple - Family 830d/1c
- MA835, (PUD) Multiple - Family 835d/1c
- MA840, (PUD) Multiple - Family 840d/1c
- MA845, (PUD) Multiple - Family 845d/1c
- MA850, (PUD) Multiple - Family 850d/1c
- MA855, (PUD) Multiple - Family 855d/1c
- MA860, (PUD) Multiple - Family 860d/1c
- MA865, (PUD) Multiple - Family 865d/1c
- MA870, (PUD) Multiple - Family 870d/1c
- MA875, (PUD) Multiple - Family 875d/1c
- MA880, (PUD) Multiple - Family 880d/1c
- MA885, (PUD) Multiple - Family 885d/1c
- MA890, (PUD) Multiple - Family 890d/1c
- MA895, (PUD) Multiple - Family 895d/1c
- MA900, (PUD) Multiple - Family 900d/1c
- MA905, (PUD) Multiple - Family 905d/1c
- MA910, (PUD) Multiple - Family 910d/1c
- MA915, (PUD) Multiple - Family 915d/1c
- MA920, (PUD) Multiple - Family 920d/1c
- MA925, (PUD) Multiple - Family 925d/1c
- MA930, (PUD) Multiple - Family 930d/1c
- MA935, (PUD) Multiple - Family 935d/1c
- MA940, (PUD) Multiple - Family 940d/1c
- MA945, (PUD) Multiple - Family 945d/1c
- MA950, (PUD) Multiple - Family 950d/1c
- MA955, (PUD) Multiple - Family 955d/1c
- MA960, (PUD) Multiple - Family 960d/1c
- MA965, (PUD) Multiple - Family 965d/1c
- MA970, (PUD) Multiple - Family 970d/1c
- MA975, (PUD) Multiple - Family 975d/1c
- MA980, (PUD) Multiple - Family 980d/1c
- MA985, (PUD) Multiple - Family 985d/1c
- MA990, (PUD) Multiple - Family 990d/1c
- MA995, (PUD) Multiple - Family 995d/1c
- MA1000, (PUD) Multiple - Family 1000d/1c

Non-Residential and Mixed Use Districts

- C1, (PUD) Office and Related Commercial
- C2, (PUD) General Commercial
- C4 Limited Office and Retail
- H2 Hospital Zone
- SCD Business Capital District
- I1, (PUD) Light Industrial
- I2 General Industrial
- IMP Business Industrial Park
- PRC, PR/PC Planned Community
- SC1, SC2, SC3 Planned Shopping Center
- MJ Mixed Use

NOTE:
 1. Areas shown in detail on parcels which may be affected by ordinance amendments approved or pending under the Extraterritorial Zoning Ordinance and which may increase in effect to the extent provided in Extraterritorial Land Use Authority Ordinance No. 2005-01. Parcels are shaded which are affected by EIZ Ordinance, but which are not designated on this map.

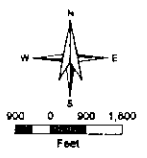
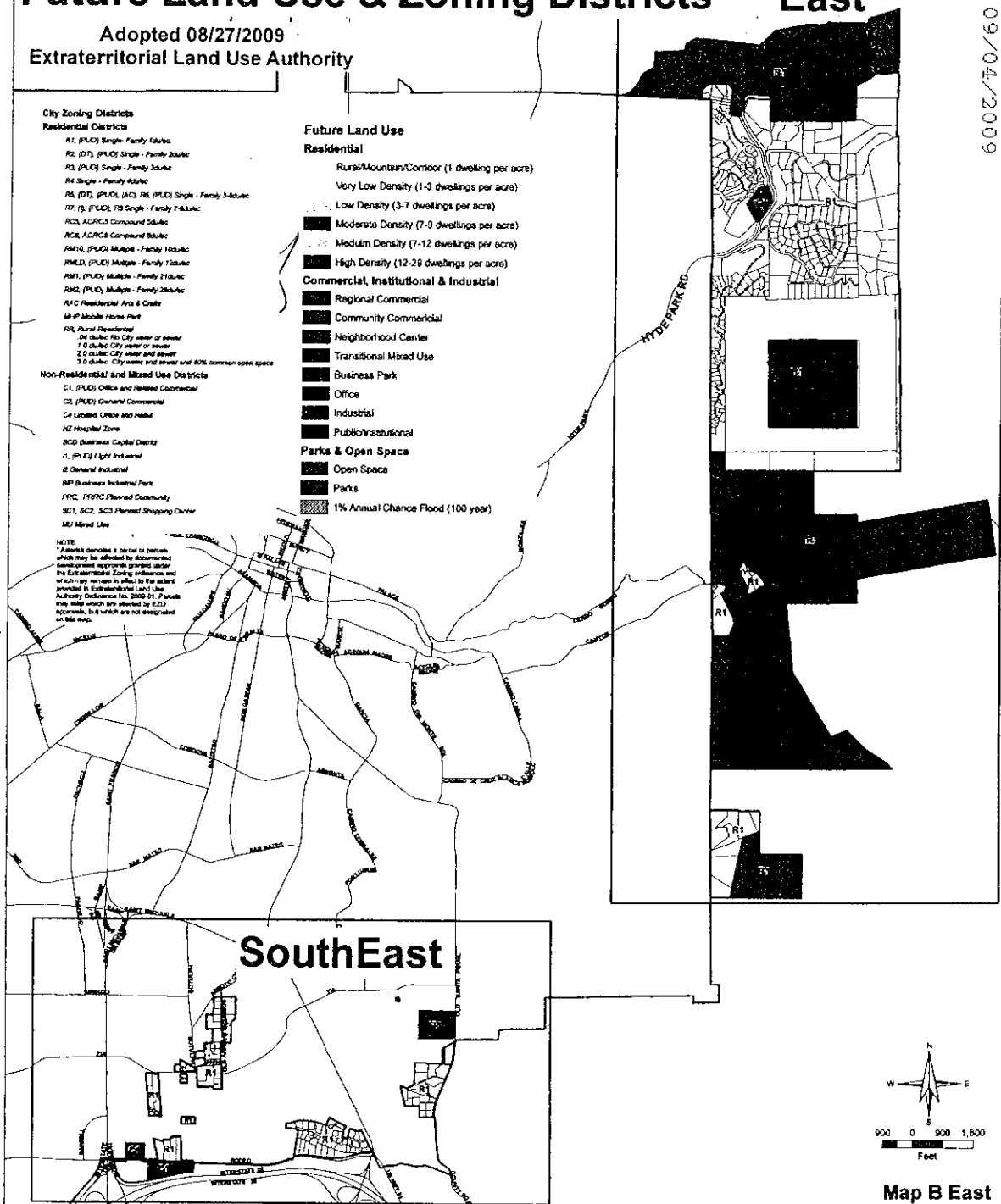
Future Land Use

Residential

- Rural/Mountain/Corridor (1 dwelling per acre)
- Very Low Density (1-3 dwellings per acre)
- Low Density (3-7 dwellings per acre)
- Moderate Density (7-9 dwellings per acre)
- Medium Density (7-12 dwellings per acre)
- High Density (12-20 dwellings per acre)

Commercial, Institutional & Industrial

- Regional Commercial
- Community Commercial
- Neighborhood Center
- Transitional Mixed Use
- Business Park
- Office
- Industrial
- Public/Institutional
- Parks & Open Space
- Open Space
- Parks
- 1% Annual Chance Flood (100 year)



Map B East



Annexation Areas Future Land Use & Zoning Districts

Adopted 08/27/2009

Extraterritorial Land Use Authority

SouthWest

City Zoning Districts

Residential Districts

- R1, (PUD) Single - Family 10k/ac
- R2, (DT), (PUD) Single - Family 20k/ac
- R3, (PUD) Single - Family 30k/ac
- R4 Single - Family 40k/ac
- R5, (DT), (PUD), (AC), R6, (PUD) Single - Family 5-60k/ac
- R7, (D), (PUD), R8 Single - Family 7-60k/ac
- RCA, ACRCB Compound 60k/ac
- RM10, (PUD) Multiple - Family 10k/ac
- RMLD, (PUD) Multiple - Family 12k/ac
- RM1, (PUD) Multiple - Family 21k/ac
- RAC, (PUD) Multiple - Family 26k/ac
- RAC Residential Arts & Crafts
- MRP Mobile Home Park
- RR, Rural Residential
 - 24.5/acre No City water or sewer
 - 1.0/acre City water or sewer
 - 2.0/acre City water and sewer
 - 3.0/acre City water and sewer and 40% common open space

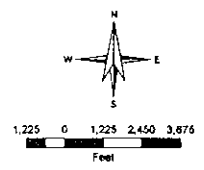
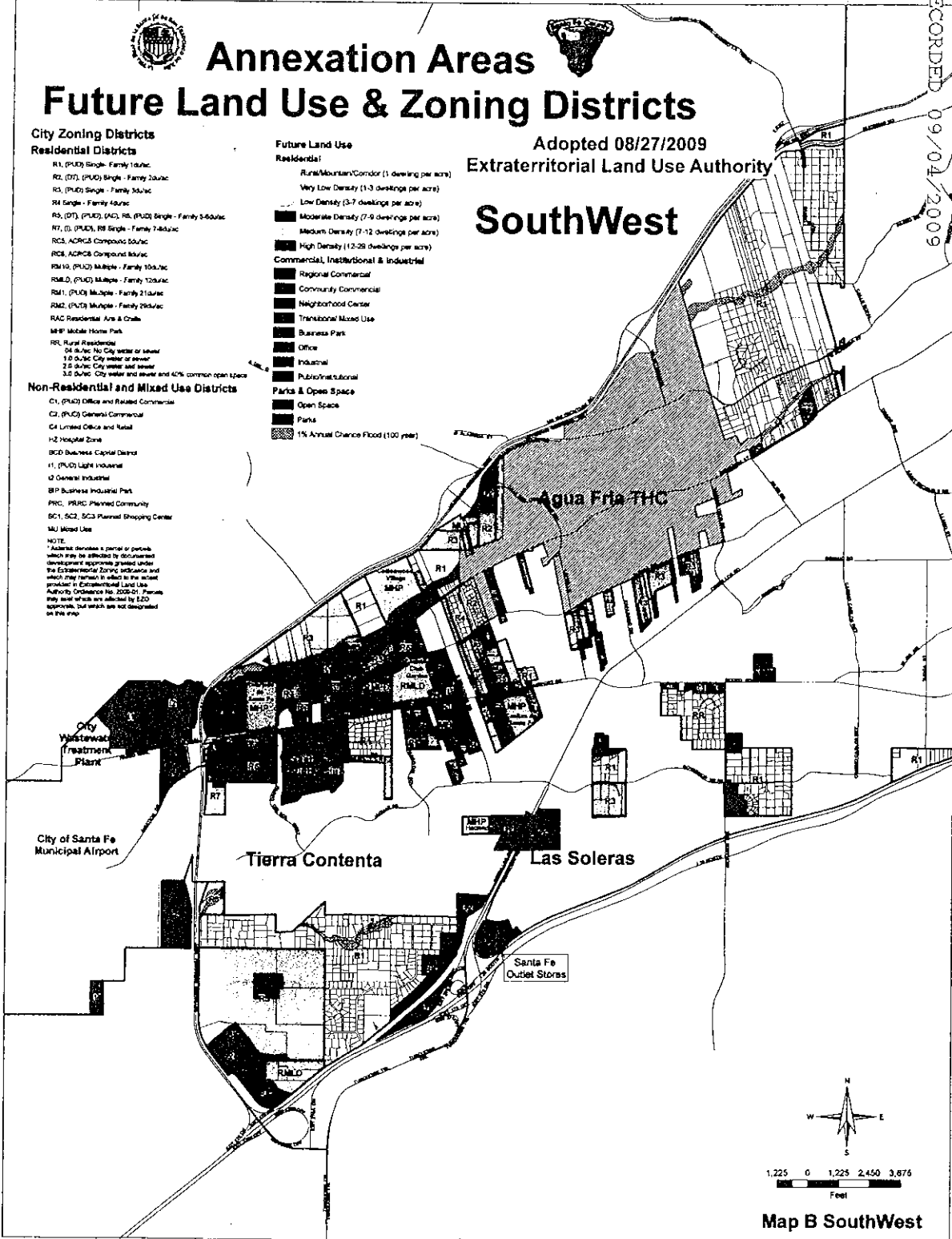
Non-Residential and Mixed Use Districts

- C1, (PUD) Office and Related Commercial
- C2, (PUC) General Commercial
- C4 Limited Office and Retail
- H2 Hospital Zone
- BDO Business Capital District
- I1, (PUD) Light Industrial
- I2 General Industrial
- BP Business Industrial Park
- PRC, PRBC Planned Community
- SC1, SC2, SC3 Planned Shopping Center
- MU Mixed Use

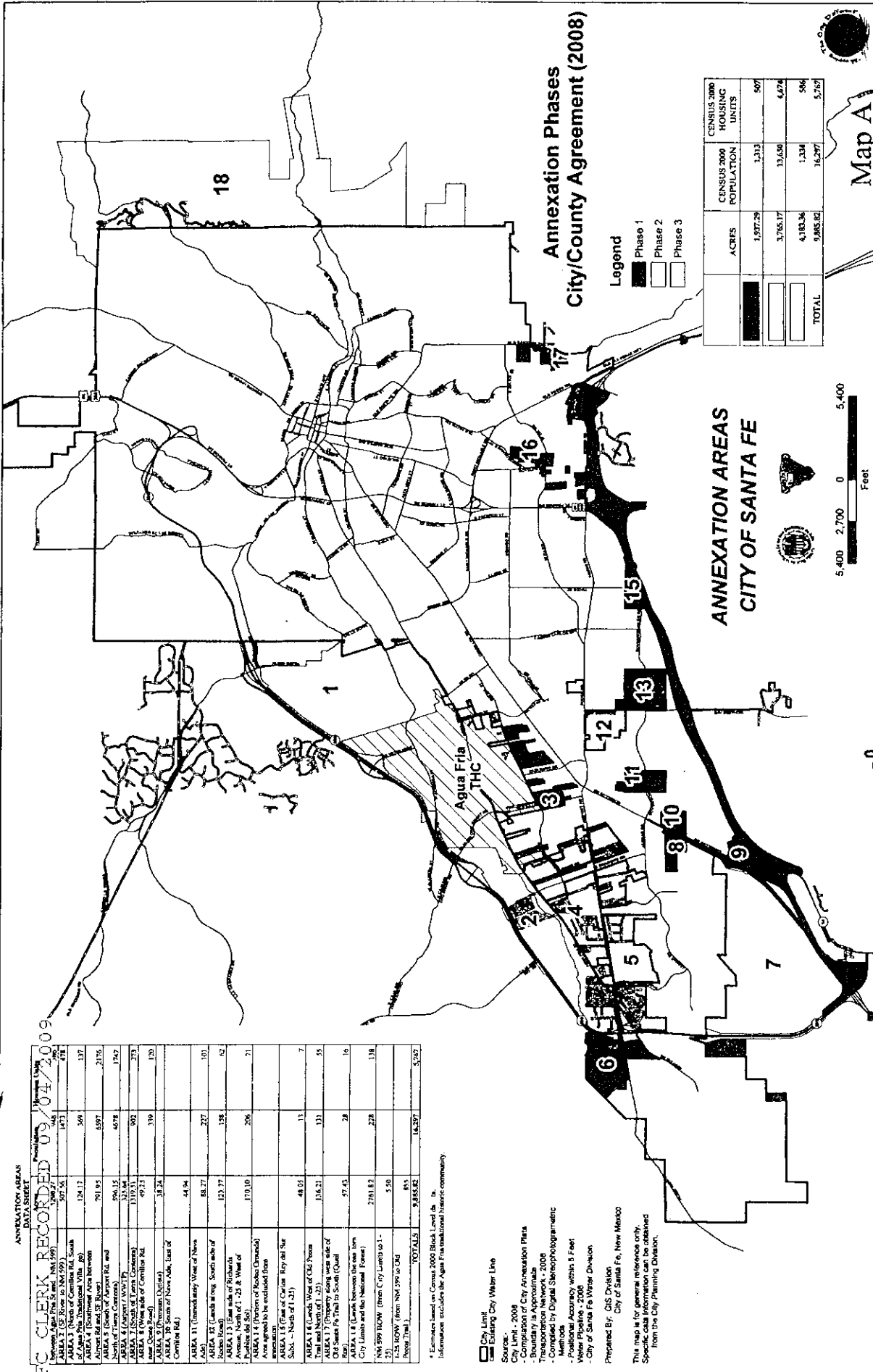
NOTE:
 * Address services a parcel or parcels which may be affected by discretionary development approvals granted under the Extraterritorial Zoning Ordinance and which the applicant is asked to accept prior to the Extraterritorial Land Use Authority Ordinance No. 2009-01. Parcels may exist which are affected by ELD approvals, but which are not depicted on this map.

Future Land Use

- Residential
 - Rural/Mountain/Condom (1 dwelling per acre)
 - Very Low Density (1-3 dwellings per acre)
 - Low Density (3-7 dwellings per acre)
 - Moderate Density (7-9 dwellings per acre)
 - Medium Density (7-12 dwellings per acre)
 - High Density (12-28 dwellings per acre)
- Commercial, Institutional & Industrial
 - Regional Commercial
 - Community Commercial
 - Neighborhood Center
 - Transitional Mixed Use
 - Business Park
 - Office
 - Industrial
 - Public/Institutional
- Parks & Open Space
 - Open Space
 - Parks
 - 1% Annual Chance Flood (100 year)



Map B SouthWest

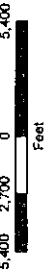


Annexation Phases City/County Agreement (2008)

Legend

- Phase 1
- Phase 2
- Phase 3

ACRES	CENSUS 2000 POPULATION	CENSUS 2000 HOUSING UNITS
1,927.29	1,213	507
3,765.17	13,650	4,474
4,183.36	1,334	546
TOTAL	9,875.82	16,297



ANNEXATION AREAS CITY OF SANTA FE

Map A

ANNEXATION AREAS DATA SHEET

SFC CLERK RECORDED 03/04/2009

Area	Acres	Population	Housing Units
AREA 1 (SE Corner to NW 599)	147.3	146	178
AREA 2 (North of Corralito Rd. South of Santa Fe Trail)	124.12	369	337
AREA 3 (North of Corralito Rd. South of Santa Fe Trail)	791.95	6397	2176
AREA 4 (Northwest corner between Airport Rd and SE Blvd)	864.15	374	1747
AREA 5 (South of Airport Rd. and West of Santa Fe Trail)	1319.31	902	273
AREA 6 (West side of Corralito Rd. South of Santa Fe Trail)	319	339	120
AREA 7 (South of Santa Fe Trail, East of Corralito Rd.)	44.94		
AREA 8 (Immediately West of Nueva ADA)	88.37	227	101
AREA 9 (Land along South side of Rio de los Pinos)	122.77	138	62
AREA 10 (East of Rio de los Pinos, North of I-25 & West of Pueblo del Sol)	170.10	206	71
AREA 11 (Portion of Rio de los Pinos area to be included from ADA)	44.01	11	7
AREA 12 (East of Corralito Rd. and North of I-25)	138.21	133	55
AREA 13 (Property along west side of Old Santa Fe Trail to South of Santa Fe Trail)	57.43	28	16
AREA 14 (Land between the new City Limits and the National Forest)	2181.83	228	131
NW 599 ROW (from C-19 limits to I-25 ROW)	5.20		
TOTALS	9,875.82	16,297	5,297

* Estimate based on Census 2000 Block Level data. Information includes the Agua Fria traditional Hispanic community.

- City Limit
- City of Santa Fe
- City of Escondido
- City of Albuquerque
- City of Bernalillo
- City of Sandoval
- City of Valencia
- City of Los Alamos
- City of Rio Arriba
- City of San Juan
- City of Santa Fe
- City of Taos
- City of Tularosa
- City of Yuma
- City of Zuni
- City of Bernalillo
- City of Sandoval
- City of Valencia
- City of Los Alamos
- City of Rio Arriba
- City of San Juan
- City of Santa Fe
- City of Taos
- City of Tularosa
- City of Yuma
- City of Zuni

Prepared By: GIS Division
City of Santa Fe, New Mexico

This map is for general reference only. Specific information should be obtained from the City Planning Division.



City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Rosemary Romero, Dist. 2

Miguel M. Chavez, Dist. 3

Carmichael A. Dominguez, Dist. 3

Matthew E. Ortiz, Dist. 4

Ronald S. Trujillo, Dist. 4

January 27, 2011

Stephen C. Ross, County Attorney
102 Grant Ave.
Santa Fe, NM 87501

Santa Fe, NM, 87501

Re: Polk Rezoning

Dear Mr. Ross,

I am forwarding to you a copy of a letter from James Siebert, dated January 13, 2011. Mr. Siebert writes on behalf of Jim Polk, who would like to rezone a portion of his property on Rodeo Road. The site is within Area 12 of the City-County Annexation and was zoned Rural Residential under the terms of SPPaZO, Ordinance NO. 2009-01, adopted by the Extraterritorial Land Use Authority on August 27, 2009, and effective October 4, 2009.

As you know, the Settlement Agreement of 2008, specific to Area 12 and per Item 2.c., states that "...Area 12 shall be annexed but the rural residential zoning prevalent in the area shall be respected by the City and urban densities shall not be established... during the term of this Agreement." (20 years)

In speaking with Kelley Brennan, Assistant City Attorney, it is my understanding that the County will present the request to amend the above provision of the Settlement Agreement to the Board of County Commissioners (BCC). If there is a favorable decision by the BCC the City will then take the same request, along with a request to rezone the identified portion of the property, through the City process for review and final decision on the matter by the City Council.

Thank you for your help with this matter and let me know if you need any additional information from the City.

Sincerely,

Tamara Baer, Planner Manager
City of Santa Fe Land Use Department.

cc: Kelley A. Brennan, Assistant City Attorney



01-25-11 10:41-48 JV





**JAMES W. SIEBERT
AND ASSOCIATES, INC.**

915 MERCER STREET * SANTA FE, NEW MEXICO 87505
(505) 983-5588 * FAX (505) 989-7313
siebert.associates@comcast.net

April 20, 2011

Jose Larranaga
Santa Fe County Land Use
P.O. Box 276
Santa Fe, NM 87504

Re: Polk Rezoning

Dear Mr. Larranaga:

The enclosed material is supplemental information provided to the BCC for their hearing on May 10th, 2011. The applicant will be requesting the rezoning of .63 acres from RR to C-2. A portion of the existing tract, consisting of .82 acres, will remain Rural Residential. The portion of the lot that remains Rural Residential is designed to be consistent with the existing character of the Town and Country Subdivision and with the intent of the RR District.

In order to extend the existing C-2 zoning, the City Attorney has requested clarification that a conflict does not exist with the Settlement Agreement and Mutual Release of Claims

The rezoning request is designed to extend the current C-2 zoning on Rodeo Road to the right-of-way of Richards Ave allowing Mr. Polk to expand or re-develop the existing commercial uses on his adjoining property to the west, which is currently zoned C-2.

Polk
BCCltrtojose

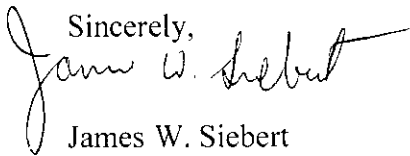


Polk Rezoning
April 20, 2011
Page Two of Two

At such time as this request moves forward to the Planning Commission a lot line adjustment plat will be prepared which is consistent with the boundaries of the Rural Residential and General Commercial zoning districts. A description of the subject property and aerial photograph accompanies this letter describing the proposed area for General Commercial zoning and the remainder Rural Residential district.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "James W. Siebert". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

James W. Siebert

RODEO ROAD

C-2

N/F
EL RINCON LLC

C-2

N/F
POLK OIL COMPANY
BOOK 175, PAGE 026

TRACT 4
1.26 AC±

1-A

C-2
GENERAL COMMERCIAL
0.63 AC±

C-2

N/F
VALDERRAMA DE
RODEO PROPERTIES

RICHARDS AVE.

OPEN SPACE
PUEBLOS DE RODEO
ROAD SUBDIVISION

14' UTILITY EASEMENT
BOOK 17, PAGE 3

NEW LOT LINE
LOCATION

25' BRANCH EASEMENT
BOOK 17, PAGE 3

1-B

RR-1
0.82 AC±


TOWN & COUNTRY
SUBDIVISION

14' UTILITY EASEMENT
BOOK 17, PAGE 3

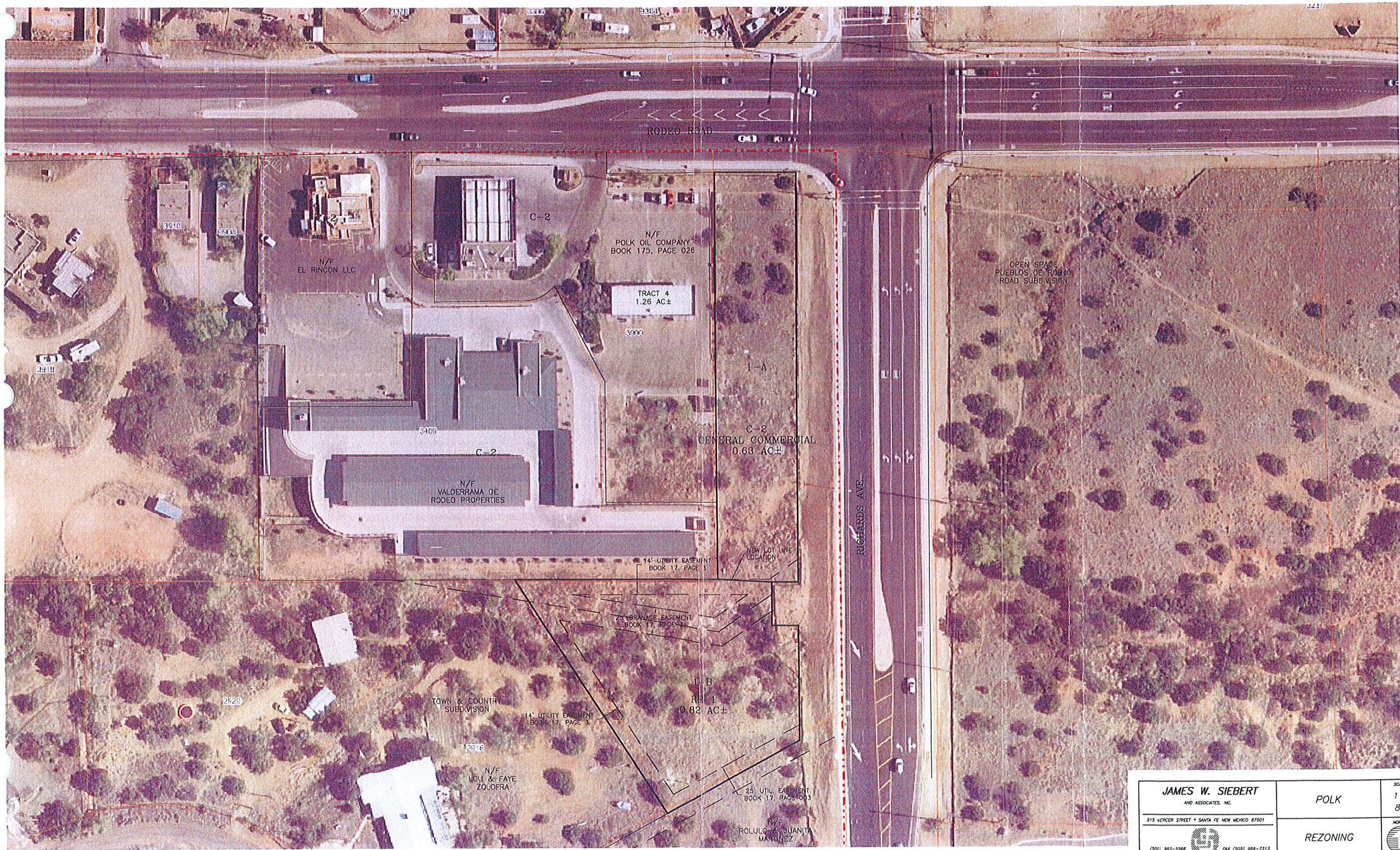
N/F
LOU & FAYE
ZOLOFRA

25' UTIL. EASEMENT
BOOK 17, PAGE 003

N/F
ROLULO & JUANITA
MARTINEZ

JAMES W. SIEBERT AND ASSOCIATES, INC. 915 WERCER STREET • SANTA FE NEW MEXICO 87501 (505) 983-5568	POLK	SCALE 1" = 80'
	REZONING	NORTH 

BERKSHIREHATHAWAY/2000/2000/05/11 10:00:05 SITE-11.DWG



RODEO ROAD

RICHARDS AVE.

N/F
EL RINCON LLC

N/F
POLK OIL COMPANY
BOOK 175, PAGE 026

TRACT 4
1.26 AC±

N/F
VALDERRAMA DE
RODEO PROPERTIES

C-2
GENERAL COMMERCIAL
0.63 AC±

OPEN SPACE
PUEBLOS DE RODEO
ROAD SUBDIVISION

14' UTILITY EASEMENT
BOOK 17, PAGE 3

NEW LOT LINE
LOCATION

23' BRANCH EASEMENT
BOOK 17, PAGE 3

1-B
RR-1
0.82 AC±

14' UTILITY EASEMENT
BOOK 17, PAGE 3

TOWN & COUNTRY
SUBDIVISION

N/F
LOU & FAYE
ZOLOFRA

25' UTIL. EASEMENT
BOOK 17, PAGE 003

N/F
ROLULO & JUANITA
MARTINEZ

JAMES W. SIEBERT
AND ASSOCIATES, INC.

915 WERCER STREET • SANTA FE, NEW MEXICO 87501

(505) 983-5588



FAX (505) 959-7313

POLK

REZONING

SCALE
1" =
80'



**SANTA FE COUNTY
LEGAL DEPARTMENT
MEMORANDUM**

To: The Board of County Commissioners
Katherine Miller, County Manager

From: Stephen C. Ross, County Attorney

Date: April 18, 2011

Re: Rezoning of Polk Property

Section 2(c) of the annexation Settlement Agreement (2008) between the Board of County Commissioners, the City of Santa Fe, and Los Soleras, specifies that "... the rural residential zoning prevalent ... [in annexation Area 1 and 12] shall be respected by the City following annexation and urban densities shall not be established within Area 1 or Area 12 during the term of this Agreement." Accordingly, the City of Santa Fe created a rural residential zoning classification within the City Code and the Extraterritorial Land Use Authority classified properties in its zoning ordinance (Ordinance No. 2009-01) using the newly created "RR" zoning classification. Although portions of Areas 1 and 12 received "RR" zoning, other areas received R-1, and still others received a variety of other classifications, including commercial. The zoning classifications assigned by the ELUA were pragmatic, property-by-property decisions, based on evidence of the use (and probable future use) of the property consistent with the overarching goals of the settlement agreement. It was not the view of the ELUA, or of City and County legal staff, that section 2(c) requires that *only* the RR zoning designation be applied within Area 1 and 12. Such a view would not be consistent with multiple tenets of common law.

The owners of the Polk property, near the intersection of Rodeo Road and Richards Avenue and within Annexation Area 12, have applied to the City of Santa Fe for rezoning of their property from the RP zoning assigned by ELUA to a commercial designation. The prevailing zoning in the immediate area is commercial (along Rodeo Road and Richards) and is primarily residential in the neighborhoods behind the intersection and generally in the Town and Country Subdivision.

The City of Santa Fe is concerned that entertaining the request to rezone may violate the Annexation Agreement and is requesting consent of the Board of County Commissioners (see attached letter) to move forward.

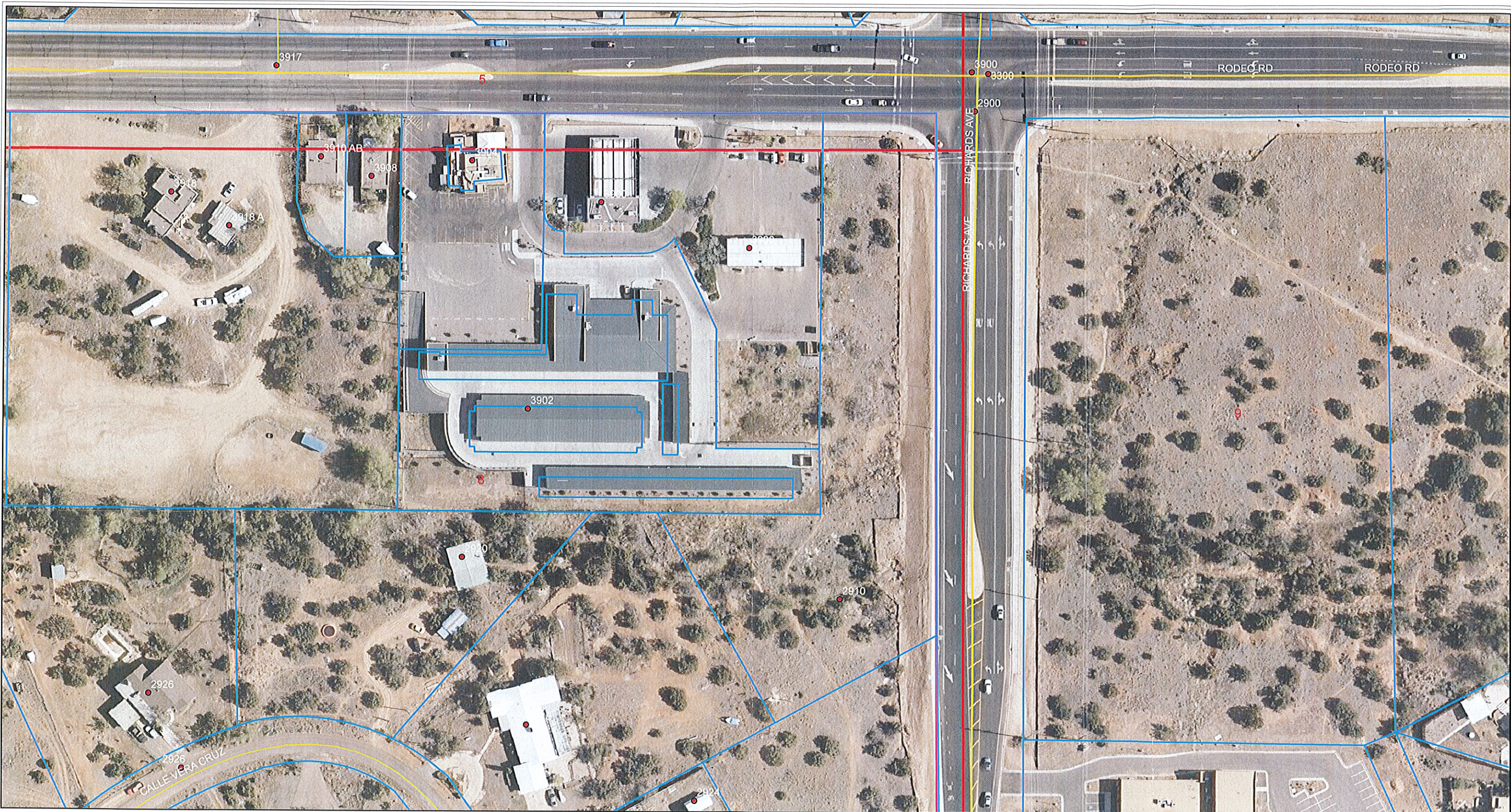
During the development of the zoning ordinance for the extraterritorial zone, the ELUA recognized that uses and development patterns other than rural residential existed and must be respected. The key phrases in the settlement agreement ("... the rural residential zoning [that is] prevalent ..." and "... urban densities shall not be established ...") were viewed by the ELUA and City and County staff as permitting rezoning of areas within the extraterritorial zone consistent



The Board of County Commissioners
Katherine Miller, County Manager
April 18, 2011
Page 2

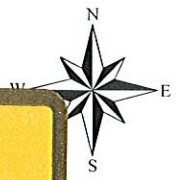
with the goals of the agreement and common law. This view of Section 2(c) of the settlement agreement, if accepted, means that the settlement agreement should not preclude the Polk property owners from seeking commercial zoning along a major collector within the area planned for rural residential, so long as the overall goals of the agreement (described above) are adhered to by the City when addressing the request. So, for example, if commercial zoning on this parcel would create urban densities or be inconsistent with the prevailing character of the area, the City might deny the request. Also, if a major commercial center were planned within an area now zoned RR, the City might properly deny that request as well. But, given the fact that the proposed rezoning adjoins multiple other commercial uses that were previously recognized by the ELUA and two major collectors and a major intersection, it does not seem inconsistent with the settlement agreement to describe this property as both appropriate for commercial development and consistent with the prevailing historical use of the general vicinity.

If the Board consents to this interpretation, the City of Santa Fe would make the final decision on the proposed zone change.



Legend

- Major
- Minor
- Parcels



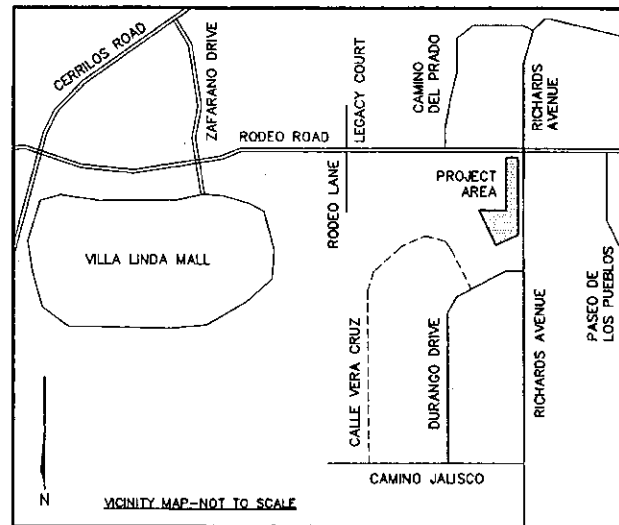
1:1,102
 1 inch = 91.797693 feet
 50 25 0 50 Feet

2008 Orthophotography

This information is for reference only.
 Santa Fe County assumes no liability for
 errors associated with the use of these data.
 User are solely responsible for
 confirming data accuracy.



April 13, 2011



Plat of Survey Boundary Survey prepared for
Western Investors, Ltp.
and
Polk Rodeo Properties, Ltd. Co.

BOUNDARY SURVEY OF LOT 1, BLOCK 1, TOWN & COUNTY SUBDIVISION
AS LAST SHOWN ON PLAT FILED IN S.F. COUNTY PLAT BOOK 17, PAGE 3
LYING WITHIN THE NE1/4 SECTION 8, T16N, R9E, NMPM
LOCATED AT 2910 RICHARDS AVENUE, S.W. OF THE CITY OF SANTA FE
IN THE COUNTY OF SANTA FE, STATE OF NEW MEXICO, U.S.A.

SANTA FE COUNTY PUBLIC NOTICE

THE SANTA FE COUNTY LAND USE ADMINISTRATOR HAS NOT REVIEWED THIS PLAT OF SURVEY BEFORE ITS FILING IN THE OFFICE OF THE COUNTY CLERK. THIS PLAT IS NOT BEING FILED FOR THE PURPOSE OF CREATING A SUBDIVISION OR NEW LOTS, ALTERING THE BOUNDARIES OF ANY EXISTING LOTS OR FOR THE PURPOSE OF "DEVELOPMENT" AS DEFINED IN THE SANTA FE COUNTY LAND DEVELOPMENT CODE, EXTRATERRITORIAL ZONING ORDINANCE OR EXTRATERRITORIAL SUBDIVISION REGULATIONS. THIS STATEMENT DOES NOT IN ANYWAY REPRESENT OFFICIAL COUNTY APPROVAL OF THIS PLAT.

SUPPLEMENTAL CERTIFICATION

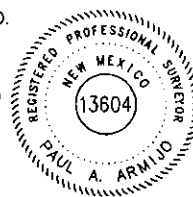
- I FURTHER CERTIFY AS TO THE EXISTENCE OF THE FOLLOWING ON THE DATE OF THIS FIELD SURVEY:
- EVIDENCE OF RIGHTS OF WAY, OLD HIGHWAYS OR ABANDONED ROADS, LANES, TRAILS OR DRIVEWAYS, SEWER DRAINS, WATER, GAS OR OIL PIPELINES ON OR CROSSING SUBJECT PREMISES:
NONE VISIBLE.
 - SPRINGS, STREAMS, RIVERS, PONDS OR LAKES LOCATED, BORDERING ON OR THROUGH SUBJECT PREMISES:
NONE VISIBLE.
 - EVIDENCE OF CEMETERIES OR FAMILY BURIAL GROUNDS LOCATED ON SUBJECT PREMISES:
NONE VISIBLE.
 - OVERHEAD UTILITY POLES, ANCHORS, PEDESTALS, WIRES OR LINES OVERHANGING OR CROSSING SUBJECT PREMISES AND SERVING OTHER PROPERTIES:
LAMP POLE & TELEPHONE UTILITY PEDESTAL LOCATED OFF N.E. CORNER OF LOT 1. OVERHEAD UTILITY LINES AND UTILITY POLES LOCATED ALONG S.W. CORNER OF LOT 1. (SEE SHEET 2).
 - JOINT DRIVEWAYS OR WALKWAYS, JOINT GARAGES, PARTY WALLS OR RIGHTS OF SUPPORT, STEPS OR ROOFS IN COMMON OR JOINTS GARAGES:
NONE VISIBLE.
 - APPARENT ENCROACHMENTS OF BUILDINGS, PROJECTIONS, CORNICES OR SIGNS AFFIXED THERETO, FENCES OR OTHERS INDICATIONS OF OCCUPANCY APPEAR TO ENCROACH UPON OR OVERHANG SUBJECT PROPERTY:
NONE VISIBLE.
 - SPECIFIC PHYSICAL EVIDENCE OF BOUNDARY LINES ON ALL SIDES:
PROPERTY CORNER MONUMENTS FOUND AS NOTED ON ATTACHED SHEET NO. 2.
 - IS THE PROPERTY IMPROVED ? IF STRUCTURE APPEARS TO ENCROACH OR APPEARS TO VIOLATE SETBACK LINES:
PROPERTY IS NOT IMPROVED. LOT 1 IS CURRENTLY VACANT LAND. (SEE SHEET 2).
 - INDICATIONS OF RECENT BUILDING CONSTRUCTION, ALTERATIONS OR REPAIRS:
NONE VISIBLE.
 - APPROXIMATE DISTANCES OF STRUCTURES FROM AT LEAST TWO LOT LINES MUST BE SHOWN:
NONE VISIBLE.

SURVEYORS CERTIFICATION

I, PAUL A. ARMJO, CERTIFY THAT I AM NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR NO. 13604, AND THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION IN FEBRUARY 2006 AND IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECT AND CONFORMS TO THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS.

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

Paul A. Armijo MARCH 14, 2006
PAUL A. ARMJO, N.M.P.S. NO. 13604



DOCUMENTS OF REFERENCE

NOTE: RECORDING DATA SHOWN BELOW REFERS TO RECORDING-

- SURVEY ENTITLED "TOWN AND COUNTRY SUBDIVISION, SANTA FE COUNTY, NEW MEXICO", BY G.D. HAYDEN NMPS NO. 4070, DATED AUGUST 8, 1967, FILED ON SEPTEMBER 19, 1967, IN PLAT BOOK 17, PAGE 003, AS DOCUMENT NO. 303,384.
- SURVEY ENTITLED "RODEO ROAD NEIGHBORHOOD CENTER AND REPLAT OF TRACT-3 AND TRACT-4 LOCATED WITHIN SECTION 8, T16N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO", BY R.L. BENAVIDES NMPS NO. 5824 AND PROFESSIONAL LAND SURVEYING DATED MAY 1987, AS SURVEY NO. D-386, FILED ON JULY 20, 1987, IN PLAT BOOK 175, PAGE 026, AS DOCUMENT NO. 627,480.
- WARRANTY DEED--LOT 1, BLOCK 1, TOWN AND COUNTRY SUBDIVISION. G. DUNCAN, L. SHAWVER & M. SHAWVER TO M.A. ABEYTA, K. ABEYTA, G.T. KARDAS, C. KARDAS, C.L. HENRY AND C. HENRY, FILED ON MAY 16, 1984, IN MISC. BOOK 490, PAGE 589, AS DOCUMENT NO. 541,706.

NOTES--SHEET 1

- SEE SHEET NO. 2 FOR PLAT MAP.
- SFC ASSESSOR UPC NO. FOR THIS PROPERTY: 1-050-095-517-480.
- COMMITMENT FOR TITLE INSURANCE ON THIS PROPERTY ISSUED BY: LANDAMERICA CAPITOL CITY TITLE FILE NO. 6311002147.
- DATA SHOWN ON ADJOINING PROPERTIES IS BACKGROUND OR INFORMATIONAL IN NATURE AND IS NOT A SURVEY OF ADJOINING PROPERTIES.
- THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 350070 0011 B, DATED JULY 2, 1980.
- DATE OF FIELD SURVEY: FEBRUARY 14, 2006.
- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

INDEXING INFORMATION FOR COUNTY CLERK	
OWNER:	WESTERN INVESTORS, LTP.
WARRANTY DEED:	MISC. BK. 490, PAGE 589
LOCATION:	LOT 1, BLOCK 1, TOWN & COUNTY SUBDIVISION PLAT BK. 17, PG. 3, D.N. 303,384 NE1/4 SECTION 8, T16N, R9E, NMPM 2910 RICHARDS AVENUE, S.W. OF SANTA FE SANTA FE COUNTY, NEW MEXICO, U.S.A.

Document No. 1424035

COUNTY CLERKS INSTRUMENT BLOCK
COUNTY OF SANTA FE, STATE OF NEW MEXICO

I hereby certify that this instrument was filed

for record on the 14 day of March A.D. 2006

at 12:52 o'clock P.m, and was duly recorded in

Book 617, Page 47-48 of the Records of

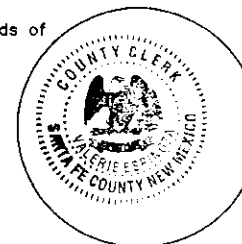
Santa Fe County
Witness my Hand and Seal of Office

VALERIE ESPINOZA

County Clerk, Santa Fe County, New Mexico

DEPUTY

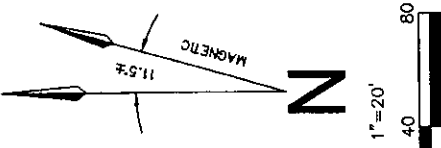
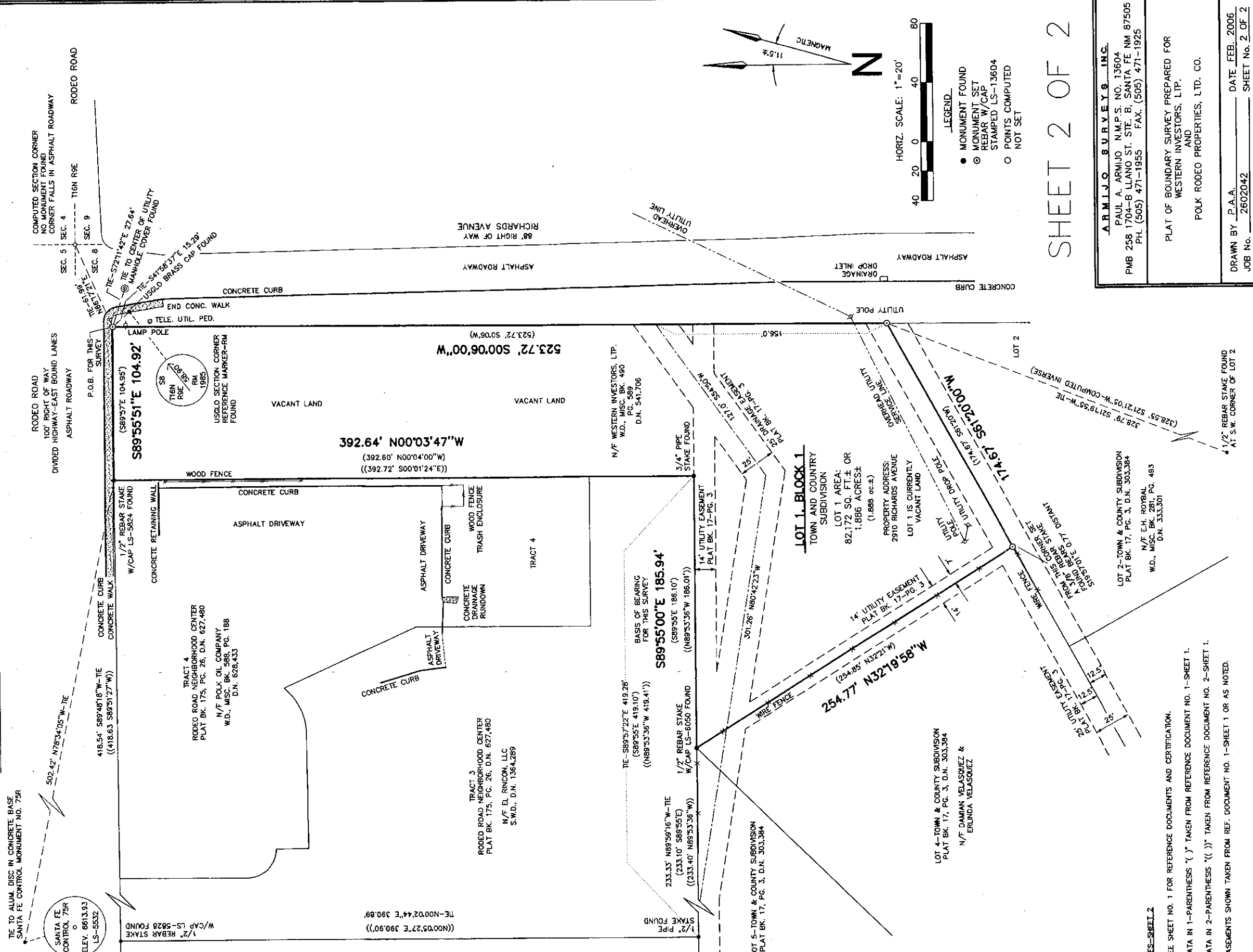
Valerie Espinoza



SHEET 1 OF 2

ARMJO SURVEYS INC	
PAUL A. ARMJO N.M.P.S. NO. 13604 PMB 258 1704-B LLANO ST. STE. B, SANTA FE NM 87505 PH. (505) 471-1955 FAX. (505) 471-1925	
PLAT OF BOUNDARY SURVEY PREPARED FOR WESTERN INVESTORS, LTP. AND POLK RODEO PROPERTIES, LTD. CO.	
DRAWN BY <u>P.A.A.</u>	DATE <u>FEB. 2006</u>
JOB No. <u>2602042</u>	SHEET No. <u>1 OF 2</u>

18 017



- LEGEND**
- MONUMENT FOUND
 - ⊙ MONUMENT SET
 - ⊙ REBAR W/CAP
 - STAMPED LS-13604
 - POINTS COMPUTED
 - NOT SET

SHEET 2 OF 2

ARMUJO SURVEYS INC.
 PAUL A. ARMIJO, N.M.P.S. NO. 13604
 PMB 258 1704-B LLANO ST. STE. B, SANTA FE NM 87505
 PH. (505) 471-1955 FAX. (505) 471-1925

PLAT OF BOUNDARY SURVEY PREPARED FOR
 WESTERN INVESTORS, L.P.
 AND
 POLK RODEO PROPERTIES, LTD. CO.

DRAWN BY P.A.A. DATE FEB. 2006
 JOB NO. 2602042 SHEET No. 2 OF 2

- NOTES-SHEET 2**
1. SEE SHEET NO. 1 FOR REFERENCE DOCUMENTS AND CERTIFICATION.
 2. DATA IN 1-PARENTHESES () TAKEN FROM REFERENCE DOCUMENT NO. 1-SHEET 1.
 3. DATA IN 2-PARENTHESES (()) TAKEN FROM REFERENCE DOCUMENT NO. 2-SHEET 1.
 4. EASEMENTS SHOWN TAKEN FROM REF. DOCUMENT NO. 1-SHEET 1 OR AS NOTED.