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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2007-46

AN ORDINANCE

ANNEXING A TRACT OF LAND LYING CONTIGUOUS WITH THE SANTA FE CORPORATE LIMITS COMPRISING 3.708 ACRES MORE OR LESS OF LAND, LOCATED AT THE SOUTHEAST CORNER OF AIRPORT ROAD AND BUFFALO GRASS ROAD AND LYING WITHIN SECTION 12, TOWNSHIP 16N, RANGE 8E, NEW MEXICO PRIMARY MERIDIAN, SANTA FE COUNTY, STATE OF NEW MEXICO; AND ALSO ANNEXING PUBLIC AND PRIVATE RIGHT-OF-WAY COMPRISING .816 ACRES MORE OR LESS ADJOINING THE DELL WESTON PARCEL AND ALSO ANNEXING 2.899 ACRES MORE OR LESS OF AIRPORT ROAD RIGHT-OF-WAY WEST OF THE DELL WESTON PARCEL. ("WESTON STUDIO GALLERY ANNEXATION" CASE NO. M 2007-25).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Pursuant to Section 3-7-17 NMSA 1978, the following described land (the "Property") is annexed to the City of Santa Fe, thereby extending the corporate limits of the city: A certain parcel of land lying within Section 12, Township 16N, Range 8E, N.M.P.M., and adjacent Airport Road right-of-way pursuant to Section 3-17-18 NMSA 1978, both shown on the Annexation Plat (Exhibit A) and more particularly described in the attached Legal Description (Exhibit B) and incorporated herein by reference.

Section 2. The following conditions of approval apply to this annexation:
Comply with the July 2007 memo, condition #1, from Public Works Department

1 Engineering Division/Traffic Impacts Section John Romero, P.E. (Exhibit C).

2 **Section 3.** A petition (the "Petition") was accompanied by an annexation plat
3 showing the external boundaries of the Property proposed to be annexed and the
4 relationship of the Property proposed to be annexed to the existing boundary of the city,
5 as well as the Annexation Agreement (Exhibit D).

6 **Section 4.** It is in the best interest of the City of Santa Fe and the owners and
7 inhabitants of such contiguous Property that the Property be annexed.

8 **Section 5.** This ordinance shall be published one time by title and general
9 summary and shall become effective five days after publication.



10
11 **PASSED, APPROVED AND ADOPTED** this 28th day of November, 2007.


12
13 

14 **DAVID COSS, MAYOR**


15 COUNTY OF SANTA FE) CITY ORDINANCE
STATE OF NEW MEXICO) ss PAGES: 35

I Hereby Certify That This Instrument Was Filed for
Record On The 26TH Day Of September, A.D., 2008 at 15:58
And Was Duly Recorded as Instrument # 1539392
Of The Records Of Santa Fe County

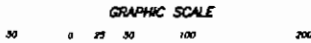
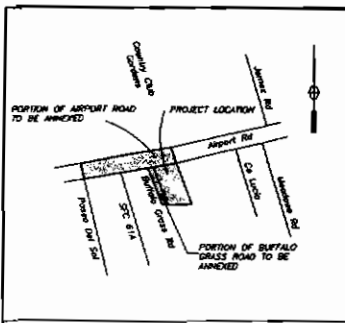
16 **ATTEST** OF SANTA FE
17 
18 
19 **YOLANDE VIGIL, CITY CLERK** 9-24-08

20 Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy  County Clerk, Santa Fe, NM

21 **APPROVED AS TO FORM:**

22 
23
24 **FRANK D. KATZ, CITY ATTORNEY**

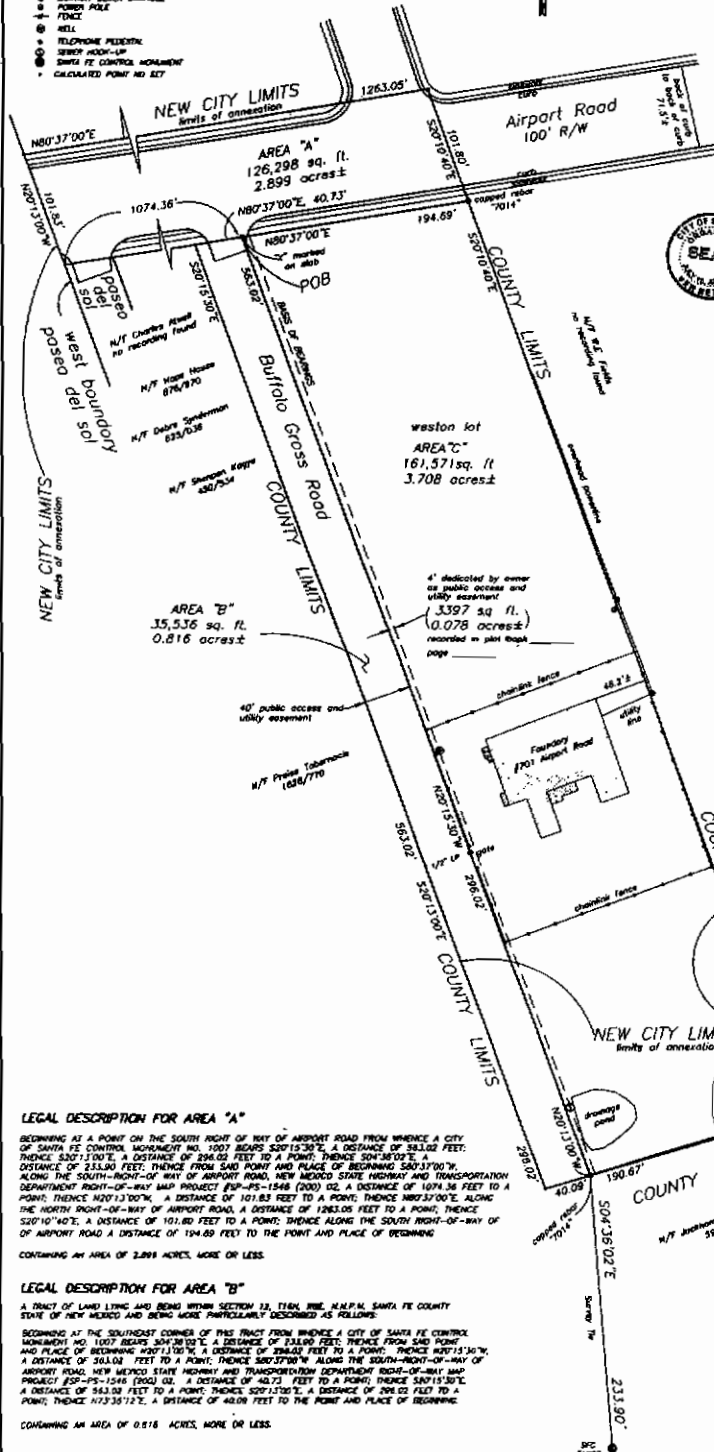




LEGEND

- BOUNDARIES SET THIS SURVEY 1/2" BEARS WITH OR 2000 UNIVERSAL TRANS USED AND NOTED THIS SURVEY
- BOUNDARY SURVEY MARKS
- POWER POLE
- TIE
- WELL
- TELEPHONE PLENTINE
- SERVICE HOOD-UP
- SANTA FE CONTROL MONUMENT
- CALCULATED POINT NOT SET

VICINITY MAP



LEGAL DESCRIPTION FOR AREA "A"

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S20°15'30"E, A DISTANCE OF 383.02 FEET; THENCE S20°15'00", A DISTANCE OF 236.02 FEET TO A POINT; THENCE S04°58'00"E, A DISTANCE OF 233.00 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING S40°17'00"W, A DISTANCE OF 304.04 FEET TO A POINT; THENCE S80°37'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (2002) 02, A DISTANCE OF 1074.36 FEET TO A POINT; THENCE N20°13'00"W, A DISTANCE OF 101.83 FEET TO A POINT; THENCE N80°37'00"E ALONG THE NORTH-RIGHT-OF-WAY OF AIRPORT ROAD, A DISTANCE OF 1263.05 FEET TO A POINT; THENCE S20°10'40"E, A DISTANCE OF 101.83 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD A DISTANCE OF 1263.05 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING AN AREA OF 2.899 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR AREA "B"

A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T18N, R16E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°58'00"E, A DISTANCE OF 383.02 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING S20°15'00", A DISTANCE OF 236.02 FEET TO A POINT; THENCE S04°58'00"E, A DISTANCE OF 233.00 FEET TO A POINT; THENCE S40°17'00"W, A DISTANCE OF 304.04 FEET TO A POINT; THENCE S80°37'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (2002) 02, A DISTANCE OF 1074.36 FEET TO A POINT; THENCE N20°13'00"W, A DISTANCE OF 101.83 FEET TO A POINT; THENCE N80°37'00"E ALONG THE NORTH-RIGHT-OF-WAY OF AIRPORT ROAD, A DISTANCE OF 1263.05 FEET TO A POINT; THENCE S20°10'40"E, A DISTANCE OF 101.83 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD A DISTANCE OF 1263.05 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING AN AREA OF 0.816 ACRES, MORE OR LESS.

CERTIFICATE

I, MORRIS A. APACHE, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT ON JANUARY 2, 2008, I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THIS SURVEY AND PLAT MEET THE REQUIREMENTS OF SURVEYING IN THE STATE OF NEW MEXICO.

MORRIS A. APACHE 7/29/08 DATE

OWNERS CONSENT

THAT THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE REVIEWED THIS PLATTING PLAT HAS PREPARED TO SHOW THE LINES TO BE ANNEXED INTO THE CITY OF SANTA FE LYING WITHIN THE COUNTY OF NEW MEXICO, ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED AND PROPRIETORS. THESE LANDS LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE LYING WITHIN THE COUNTY OF SANTA FE, NEW MEXICO.

Dell Weston, Property Owner
 July 29, 2008 DATE

**STATE OF NEW MEXICO }
 COUNTY OF SANTA FE } SS**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF July 29, 2008.

NOTARY PUBLIC [Signature]



DOCUMENTS OF REFERENCE

1. RECORDS IS BASED ON PLAT OF SURVEY OF CYPRIAN WATNEY MAPS NO. 1883 FOR DEL WESTON DATED OCTOBER 15, 1985 AND RECORDED IN PLAT BOOK 138 PAGE 012 RECORDS OF SANTA FE COUNTY, NEW MEXICO (SHOWING IN PARAGRAPHS).
2. PARCEL DEED FROM ALBERT BISHOP TO DELL WESTON, RECORDED ON MARCH 20, 1986, IN BOOK 348 PAGES 383-384 AS DOCUMENT NO. 388567 RECORDS OF SANTA FE COUNTY, NEW MEXICO.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD (SHOWING HERETO OF NOT).
4. PLAT OF SURVEY BY MORRIS A. APACHE MAPS NO. 8300 FILED JULY 8, 2008 AS DOCUMENT NO. 1336486 IN PLAT BOOK 343 PAGE 014, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

CITY OF SANTA FE, N.M. APPROVALS

REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE AT ITS MEETING ON NOVEMBER 22, 2007

AS CASE NO. # H2007-25 WESTON STUDIO GALLERY ANNEXATION
 BILL # 2007-60 DATE 8/20/08
David Cota CITY MANAGER

REVIEWED AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE AT ITS MEETING ON OCTOBER 9, 2007

AS CASE NO. # H2007-25 WESTON STUDIO ANNEXATION
R. [Signature] CITY ENGINEER
[Signature] CITY PLANNER

NOTES:

1. CONDITION OF APPROVAL #1) DEVELOPMENT SHALL BUILD TO ENERGY STAR STANDARDS
2. CONDITION OF APPROVAL #2) AS PER PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION, TRAFFIC IMPACTS SECTION, JOHN ROMERO NATED DEATED JULY 11, 2007
3. CROSS REFERENCE DEDICATION PLAT BY PG
4. ANNEXATION ORDINANCE #2007-48
5. RESOLUTION #1-141 ORDINANCE #2007-17
6. GENERAL PLAN AMENDMENT RESOLUTION #2007-111

LEGAL DESCRIPTION FOR AREA "C"

A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T18N, R16E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°58'00"E, A DISTANCE OF 383.02 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING S20°15'00", A DISTANCE OF 236.02 FEET TO A POINT; THENCE S04°58'00"E, A DISTANCE OF 233.00 FEET TO A POINT; THENCE S40°17'00"W, A DISTANCE OF 304.04 FEET TO A POINT; THENCE S80°37'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (2002) 02, A DISTANCE OF 1074.36 FEET TO A POINT; THENCE N20°13'00"W, A DISTANCE OF 101.83 FEET TO A POINT; THENCE N80°37'00"E ALONG THE NORTH-RIGHT-OF-WAY OF AIRPORT ROAD, A DISTANCE OF 1263.05 FEET TO A POINT; THENCE S20°10'40"E, A DISTANCE OF 101.83 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD A DISTANCE OF 1263.05 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING AN AREA OF 3.708 ACRES, MORE OR LESS.

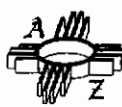
**STATE OF NEW MEXICO }
 COUNTY OF SANTA FE } SS**

IN WITNESS WHEREOF, THIS INSTRUMENT WAS FILED FOR RECORD ON THE 9th DAY OF SEPTEMBER, 2008, AT 11:53 O'CLOCK A.M. AND WAS FULLY RECORDED IN PLAT BOOK 3483 PAGE 081 OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.

WITNESSED MY HAND AND SEAL OF THE OFFICE OF VALERIE ESPINOSA, THE SANTA FE COUNTY CLERK, ON THIS 9th DAY OF SEPTEMBER, 2008.

Valerie Espinosa
 DEPUTY, SANTA FE COUNTY CLERK'S OFFICE, STATE OF NEW MEXICO

Exhibit A



A - Z SURVEYING INC.

3538 ADAM FIRM
 SANTA FE - NM 87507
 TELEPHONE (505) 471-3366

REC'D INFORMATION FOR COUNTY CLERK	
ANNEXATION PLAT FOR	
DELL WESTON	
#701 AIRPORT ROAD - TRACT A2	
WITHIN SECTION 12	
TOWNSHIP 18 NORTH, RANGE 8 EAST, N.M.P.M.	
SANTA FE COUNTY, NEW MEXICO	
CHECKED BY:	DATE: 2008
SCALE: 1"=50'	SURVEY NO: 108-035

EXHIBIT B:**ORDINANCE NO. 2007- 46****LEGAL DESCRIPTION
WESTON STUDIO GALLERY ANNEXATION****(CASE NO. M2007-25)****LEGAL DESCRIPTION FOR AREA "A"**

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF AIRPORT ROAD FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S20°15'30"E, A DISTANCE OF 563.02 FEET; THENCE S20°13'00"E, A DISTANCE OF 296.02 FEET TO A POINT; THENCE S04°36'02"E, A DISTANCE OF 233.90 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING S80°37'00"W, ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (200) 02, A DISTANCE OF 1074.36 FEET TO A POINT; THENCE N20°13'00"W, A DISTANCE OF 101.83 FEET TO A POINT; THENCE N80°37'00"E, ALONG THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, A DISTANCE OF 1263.05 FEET TO A POINT; THENCE S20°10'40"E, A DISTANCE OF 101.80 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD A DISTANCE OF 194.69 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 2.899 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR AREA "B"

A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T16N, R8E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°36'02"E, A DISTANCE OF 233.90 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING N20°13'00"W, A DISTANCE OF 296.02 FEET TO A POINT; THENCE N20°15'30"W, A DISTANCE OF 563.02 FEET TO A POINT; THENCE S80°37'00"W, ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (200) 02, A DISTANCE OF 40.73 FEET TO A POINT; THENCE S20°15'30"E, A DISTANCE OF 563.02 FEET TO A POINT; THENCE S20°13'00"E, A DISTANCE OF 296.02 FEET TO A POINT; THENCE N73°36'12"E, A DISTANCE OF 40.09 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.816 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR AREA "C"

A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T16N, R8E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°36'02"E, A DISTANCE OF 233.90 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING N20°13'00"W, A DISTANCE OF 296.02 FEET TO A POINT; THENCE N20°15'30"W, A DISTANCE OF 563.02 FEET TO A POINT; THENCE N80°37'00"E, A DISTANCE OF 194.69 FEET TO A POINT; THENCE S20°10'40"E, A DISTANCE OF 835.15 FEET TO A POINT; THENCE S73°36'12"W, A DISTANCE OF 190.67 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 3.708 ACRES, MORE OR LESS.

City of Santa Fe, New Mexico

memo

DATE: July 11, 2007
TO: Lou Baker, Planning and Land Use Department
FROM: John Romero, Public Works Dpt/Engineering Div/Traffic Impacts Section *JR*
SUBJECT: Case #M-2007-24, Weston Studio Gallery General Plan Amendment
Case #M-2007-25, Weston Studio Gallery Annexation
Case #ZA-2007-06, Weston Studio Gallery Rezoning R-1 to MU

ISSUE

Request for a General Plan Future Land Use map amendment to change the designation from Office to Transitional Mixed Use, annexation, and rezoning from R-1 (Residential-1 dwelling unit per acre) to MU (Mixed Use) of 3.708± acres of land. The property is located at the southeast corner of Airport Road and Buffalo Grass Road.

RECOMMENDED ACTION:

Review comments are based on original submittals received on June 13, 2007. The comments below should be considered as Conditions of Approval to be addressed in a satisfactory manner prior to subsequent submittals:

1. The Buffalo Grass Studios development to the south, as per conditions of approval imposed on the development, is tasked with reconstructing Buffalo Grass Road from their development to Airport Road. The Buffalo Grass Studios development is to be credited impact fees for the portion of roadway that isn't within their development. A portion of these improvements are to go through the Weston Studio Gallery property. The Weston Studio Gallery development shall dedicate 44' of right-of-way along their western property line to accommodate these improvements. The Weston Studio Gallery development shall also pay for their portion of these improvements.

If you have any questions or need any more information, feel free to contact me at 955-6638. Thank you.

M:\Traffic Impacts\01-TIAs\2007\Weston Studios\Weston Studio 07-11-07.doc

ANNEXATION AGREEMENT

DELL WESTON

The Annexation Agreement ("Agreement") is made and entered into this 24th of September, 2008 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and Dell Weston ("Landowner")

RECITALS

A. Landowner is the owner of certain property situated in Santa Fe County, New Mexico consisting of approximately 3.7 acres being situate in Section 12, Township 16N Range 8E New Mexico Primary Meridian as more fully described in the Annexation Plat attached hereto as Exhibit 1 and incorporated herein by this reference, and hereinafter referred to as the "Property".

B. Landowner desires and the City agrees to annex the Property to the City subject to the terms and conditions hereinafter set forth.

C. Landowner desires to develop and the City agrees to the development of the Property subject to and upon the terms and conditions hereinafter set forth.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings of the parties, the parties agree as follows:

1. THE ANNEXATION PLAT (Exhibit 1).

A. Landowner agrees to prepare an Annexation Plat in compliance with Chapter 14 Article 14-3.4 of the City Code of the City of Santa Fe, New Mexico.

B. The Annexation plat shall dedicate to the City of Santa Fe a four (4) foot wide piece of land adjoining the east side and extending the entire length of Buffalo Grass Road.

2. THE ANNEXATION MASTER PLAN (Exhibit 2)

Landowner agrees to submit a Master Plan in compliance with Chapter 14 Article 14-3.4 (C)(3)(a) of the City Code of the City of Santa Fe, New Mexico. In addition, development of the Property shall be pursuant to Mixed-Use (MU) Zoning.

3. DEVELOPMENT OF PROPERTY.

A. The Master Plan proposes a four (4) unit live/work studio and an art gallery development upon the Property.

B. The Planning Commission must approve a Development Plan for the Property, of the specific phase being developed, before Landowner may begin development of the Property.

4. CITY SERVICES.

A. FIRE AND POLICE PROTECTION

Fire and Police protection of the Development on the Property will be provided by current existing City Police and Fire Department facilities and personnel.

B. REFUSE

Refuse disposal services shall be provided in accordance with applicable City ordinances.

C. WATER SERVICE

Prior to the development of the Property, the Landowner agrees to connect the proposed development to the City water delivery system using dedicated easements and shall extend the water main through the Property as required by the City. The Landowner shall reserve easements through the Property as shown on the Master Plan to insure the water lines can be built accordingly through the Property.

D. STORM WATER, WASTEWATER COLLECTION AND SEWER SERVICE

Prior to the development of the Property, the Landowner shall construct storm water and domestic wastewater improvements to serve Property in accordance with the Santa Fe City Code using existing easements shown on the Annexation Plat.

E. STREETS AND OTHER RIGHTS OF WAY (Exhibit 3.a) and (Exhibit 3.b)

The Annexation Plat shall dedicate to the City of Santa Fe a four (4) foot wide piece of land adjoining the east side and extending the entire length of Buffalo Grass Road. In addition, the landowner, under a separate Dedication Plat and Quit Claim Deed shall dedicate to the City of Santa Fe that forty (40) foot wide piece of land extending the entire length of Buffalo Grass Road, a private right-of-way adjoining said Property, known as Buffalo Grass Road.

F. LETTER OF CREDIT OR BOND

All required improvements for water, storm and wastewater collection, street, roads and rights of way shall be constructed in accordance to the time constraints set by the City and when completed to the satisfaction of the City, said improvements shall be dedicated to the City for its use in perpetuity.

Pursuant to Chapter 14 Article 14-9.3 (A) of the City Code of the City of Santa Fe, New Mexico the Landowner shall provide a surety bond or letter of credit, in a form acceptable to the City, for the required improvements to the Property prior to filing of the Annexation Plat. The amount of the surety shall be based on a certified engineer's estimate acceptable to the City.

G. ARCHAEOLOGICAL REVIEW ORDINANCE.

Prior to annexation of the Property the Landowner shall be in compliance

with Chapter 14 Article 14-5.3 of the City Code of the City of Santa Fe, New Mexico.

5. UTILITIES.

The Property shall be served with the existing utility poles.

6. TRAFFIC IMPACT REPORT.

A Traffic Impact Analysis (TIA) will not be needed.

7. PARKS.

Prior to annexation of the Property the Landowner shall be in compliance with Chapter 14 Article 14-8.4 (H) of the City Code of the City of Santa Fe, New Mexico

8. WELLS AND WATER RIGHTS.

The Landowner agrees that no well shall be drilled on the Property and no water rights shall be transferred to permit a diversion of water from the Property after the date of this Agreement.

Restrictive covenants shall be adopted and filed for record in the office of the Santa Fe County Clerk in accordance with this requirement restricting the drilling of wells and transfer of water rights.

9. AFFORDABLE HOUSING (Exhibit 4).

The Landowner agrees to comply with Chapter 14 Article 14-8.11 of the City Code of the City of Santa Fe, New Mexico and the signed and notarized Santa Fe Homes Program agreement whereby landowner agrees to pay a fractional fee in the amount of \$32,700 to the City of Santa Fe Investment Loan Fund for affordable housing.

10. IMPACT FEES.

The Landowner agrees to pay impact fees as required by Chapter 14 Article 14-9.3 (C) of the City Code of the City of Santa Fe, New Mexico

11. ASSIGNMENT.

The Landowner in their sole discretion may hereafter assign this Agreement or specific obligation under this Agreement to another Landowner, another developer, or to an association of property owners. Any assignees shall be bound to the terms and conditions of this Agreement to the same extent that the Landowner is bound.

12. CAPTIONS.

The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

13. EXECUTION OF DOCUMENTS.

The parties agree to execute all documents contemplated expressly or impliedly by this Agreement.

14. SEVERABILITY.

If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

15. NO WAIVER.

No waiver of a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other term.

16. NUMBERS AND GENDERS.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

17. GOVERNING LAW.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

18. BINDING EFFECT.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and permitted assigns.

19. AGREEMENT.

This Agreement states the entire agreement of the parties. The provisions of this agreement shall be severable and may be modified only in writing. This Agreement shall not relieve the Landowners from complying with present or future City ordinances, duly adopted resolutions or regulations applicable to the development.

20. AMENDMENTS.

Any amendments to this Agreement or the Master Plan shall be reviewed by the Planning and Zoning Commission and sent to the City Council for final approval.

IN WITNESS WHEREOF, this Agreement is entered into the day and year written above.

CITY OF SANTA FE

David Coss
DAVID COSS, MAYOR



ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelly A. Brennan for
FRANK KATZ, CITY ATTORNEY

LANDOWNERS: (NAME)

By: *Dell Weston*

DEVELOPER: (NAME)

By: *Dell Weston*

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 11 day of _____

August, 20 08, by Dell Weston



Lisa Manning
NOTARY PUBLIC

My Commission Expires: 4-25-09

STATE OF NEW MEXICO)

) ss.

COUNTY OF SANTA FE)

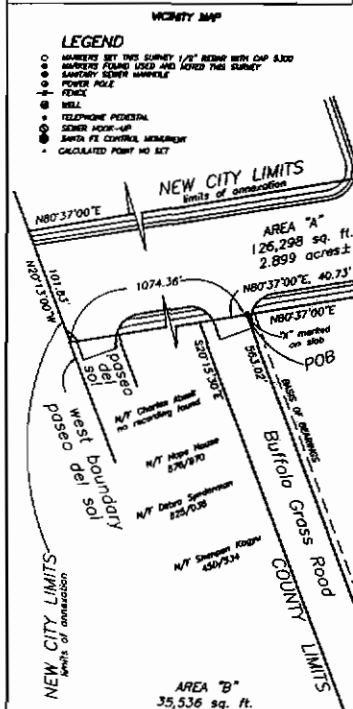
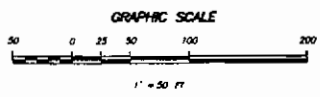
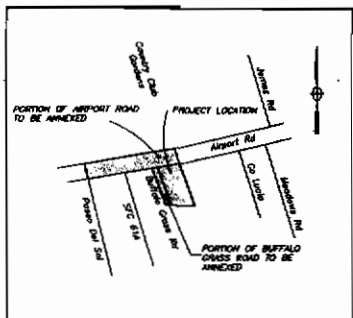
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____

_____, 20 __, by _____

NOTARY PUBLIC

My Commission Expires: _____



LEGEND
 NUMBERS BY THIS SURVEY 1/4" BEING WITH CAP ALSO
 NUMBERS FOUND USED AND LOST THIS SURVEY
 SANITARY SEWER MARKERS
 POWER POLE
 FENCE
 WELL
 TELEPHONE PEDestal
 SEWER HOOP-UP
 SANTA FE CONTROL MARKERS
 CALCULATED POINT NO SET

NEW CITY LIMITS
 limits of annexation

NEW CITY LIMITS
 limits of annexation

weston lot
 AREA "C"
 161,571 sq. ft.
 3.708 acres

4' dedicated by owner
 or public access and
 utility easement
 (3,397 sq. ft.)
 (0.078 acres)
 recorded in plat book
 page _____

LEGAL DESCRIPTION FOR AREA "A"
 BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°15'30"E A DISTANCE OF 583.02 FEET; THENCE S20°15'00"E A DISTANCE OF 294.62 FEET TO A POINT; THENCE S04°58'12"W A DISTANCE OF 233.80 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING S80°37'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1848 (200) 02, A DISTANCE OF 1074.36 FEET TO A POINT; THENCE N02°13'00"W A DISTANCE OF 101.83 FEET TO A POINT; THENCE N02°13'00"W ALONG THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, A DISTANCE OF 1494.65 FEET TO A POINT; THENCE S20°10'40"E A DISTANCE OF 101.80 FEET TO A POINT; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF AIRPORT ROAD A DISTANCE OF 104.88 FEET TO THE POINT AND PLACE OF BEGINNING.
 CONTAINING AN AREA OF 2.899 ACRES, MORE OR LESS.

LEGAL DESCRIPTION FOR AREA "B"
 A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T10N, R16E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°15'30"E A DISTANCE OF 583.02 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING N02°13'00"W A DISTANCE OF 583.02 FEET TO A POINT; THENCE S07°07'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1848 (200) 02, A DISTANCE OF 46.73 FEET TO A POINT; THENCE S20°15'30"E A DISTANCE OF 361.05 FEET TO A POINT; THENCE S07°13'00"E A DISTANCE OF 294.62 FEET TO A POINT; THENCE N22°42'12"E A DISTANCE OF 46.09 FEET TO THE POINT AND PLACE OF BEGINNING.
 CONTAINING AN AREA OF 0.816 ACRES, MORE OR LESS.



CERTIFICATE
 I, MORRIS A. MORRIS, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT ON NOVEMBER 7, 2008, I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SURVEY HAS MET THE MINIMUM STANDARDS FOR SURVEYS IN THE STATE OF NEW MEXICO.
 Morris A. Morris 7/6/08
 SURVEYOR A. APPROX. P.E.S. 5300 DATE

OWNERS CONSENT
 THAT THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE REVIEWED THIS PLAT, SAID PLAT HAS BEEN PREPARED TO SHOW THE LANDS TO BE ANNEXED INTO THE CITY OF SANTA FE LYING WITHIN THE COUNTY OF SANTA FE NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH CARE, FREE CORRUPTION AND IN ACCORDANCE WITH THE ORDINANCES OF THE UNDERSIGNED AND PROPRIETORS. THESE LANDS LIE WITHIN THE PLANNING AND PLATING JURISDICTION OF THE CITY OF SANTA FE LYING WITHIN THE COUNTY OF SANTA FE, NEW MEXICO.
 Dell Weston
 DELL WESTON, PROPERTY OWNER
 July 29 2008
 DATE

STATE OF NEW MEXICO } ss
COUNTY OF SANTA FE } ss
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
 DAY OF July 29 2008
 NOTARY PUBLIC [Signature]

- DOCUMENTS OF REFERENCE**
1. ALBERTSON IS BASED ON PLAT OF SURVEY BY ORRIN W. LITTLE, MAP NO. 1895 FOR DEL WESTON DATED OCTOBER 18, 1945 AND RECORDED IN PLAT BOOK 138 PAGE 017, RECORDS OF SANTA FE COUNTY, NEW MEXICO (SHOWN IN PARANTHESIS).
 2. WARRANTY DEED FROM ALBERTSON TO DELL WESTON, RECORDED ON MARCH 20, 1988, IN BOOK 542 PAGE 383-384 AS DOCUMENT NO. 848,887, RECORDS OF SANTA FE COUNTY, NEW MEXICO.
 3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD (SHOWN HEREON OR NOT).
 4. PLAT OF SURVEY BY MORRIS A. MORRIS, APPROX MAP NO. 5300 FILED JULY 8, 2004 AS DOCUMENT NO. 1326,488 IN PLAT BOOK 363 PAGE 014, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

CITY OF SANTA FE, N.M. APPROVALS
 REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SANTA FE AT ITS MEETING ON **NOVEMBER 23 2007**



AS CASE NO. # **M2007-25 WESTON STUDIO GALLERY ANNEXATION**
 BILL # **2007-60**
 ORDINANCE # **2007-46**
 CITY MATR # **2007-46** DATE **8/30/08**
 APPROVED BY CITY CLERK [Signature] DATE **8-30-08**
 REVIEWED AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE AT ITS MEETING ON **OCTOBER 9 2007**
 AS CASE NO. # **M2007-25 WESTON STUDIO GALLERY ANNEXATION**
 CITY ENGINEER, TECHNICAL REVIEW DIVISION [Signature] DATE **07/30/08**
 CITY PLANNER [Signature] DATE **07/30/08**

- NOTES:**
1. CONDITION OF APPROVAL #1) DEVELOPMENT SHALL BUILD TO ENERGY STAR STANDARDS
 2. CONDITION OF APPROVAL #2) AS PER PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION TRAFFIC IMPACT SECTION, JOHN RICHARD MEMO DATED JULY 11, 2007
 3. CROSS REFERENCE, DESIGNATION PLAT BE PG _____
 4. ANNEXATION ORDINANCE #2007-46
 5. RECORDING R1-NU ORDINANCE #2007-47
 6. GENERAL PLAN AMENDMENT RESOLUTION #2007-111

LEGAL DESCRIPTION FOR AREA "C"
 A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T10N, R16E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°15'30"E A DISTANCE OF 583.02 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING N02°13'00"W A DISTANCE OF 583.02 FEET TO A POINT; THENCE S07°07'00"W ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1848 (200) 02, A DISTANCE OF 46.73 FEET TO A POINT; THENCE S20°15'30"E A DISTANCE OF 361.05 FEET TO A POINT; THENCE S07°13'00"E A DISTANCE OF 294.62 FEET TO A POINT; THENCE N22°42'12"E A DISTANCE OF 46.09 FEET TO THE POINT AND PLACE OF BEGINNING.
 CONTAINING AN AREA OF 3.708 ACRES, MORE OR LESS.

STATE OF NEW MEXICO } ss
COUNTY OF SANTA FE } ss INSTRUMENT NO. **1937506**
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE **9th** DAY OF **SEPTEMBER** 2008 AT **11:53** O'CLOCK **A.M.** AND WAS DULY RECORDED IN PLAT BOOK **608** PAGE **091** OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.
 WITNESS MY HAND AND SEAL OF THE OFFICE OF VERNE ESPINOZA, THE SANTA FE COUNTY CLERK.
 Verne Espinoza
 DEPUTY, SANTA FE COUNTY CLERK'S OFFICE, STATE OF NEW MEXICO

EXHIBIT 1

A - Z SURVEYING INC.
 5238 KOLA FIRM
 SANTA FE - NM 87507
 TELEPHONE (505) 471-3384

INCLUDE INFORMATION FOR COUNTY CLERK
 ANNEXATION PLAT FOR
DELL WESTON
 #701 AIRPORT ROAD - TRACT A2
 WITHIN SECTION 12
 TOWNSHIP 10 NORTH, RANGE 16 EAST, N.M.P.M.
 SANTA FE COUNTY, NEW MEXICO
 CHECKED BY: DATE: 2008 SURVEY NO:
 SCALE: 1"=50' JULY 3 108-038

BUFFALO CASS ROAD

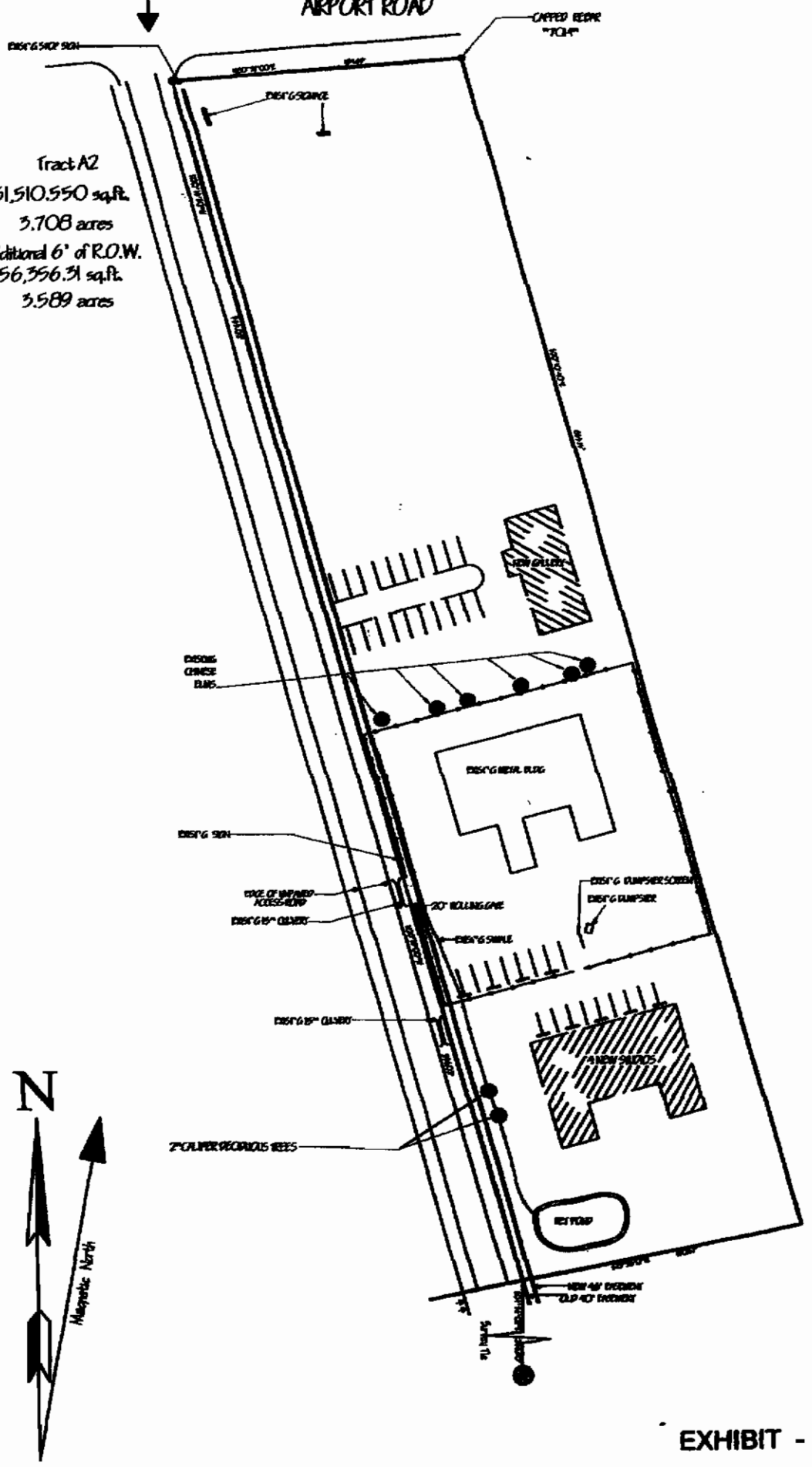
AIRPORT ROAD

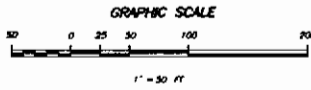
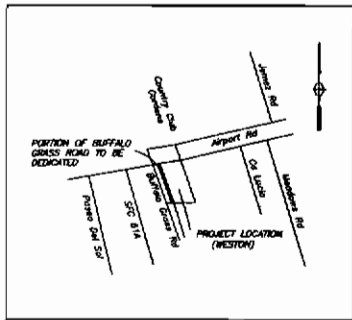
CAPPED REBAR
"3/4"

Tract A2
161,510.550 sq.ft.
3.708 acres
after additional 6" of R.O.W.
156,356.31 sq.ft.
3.589 acres



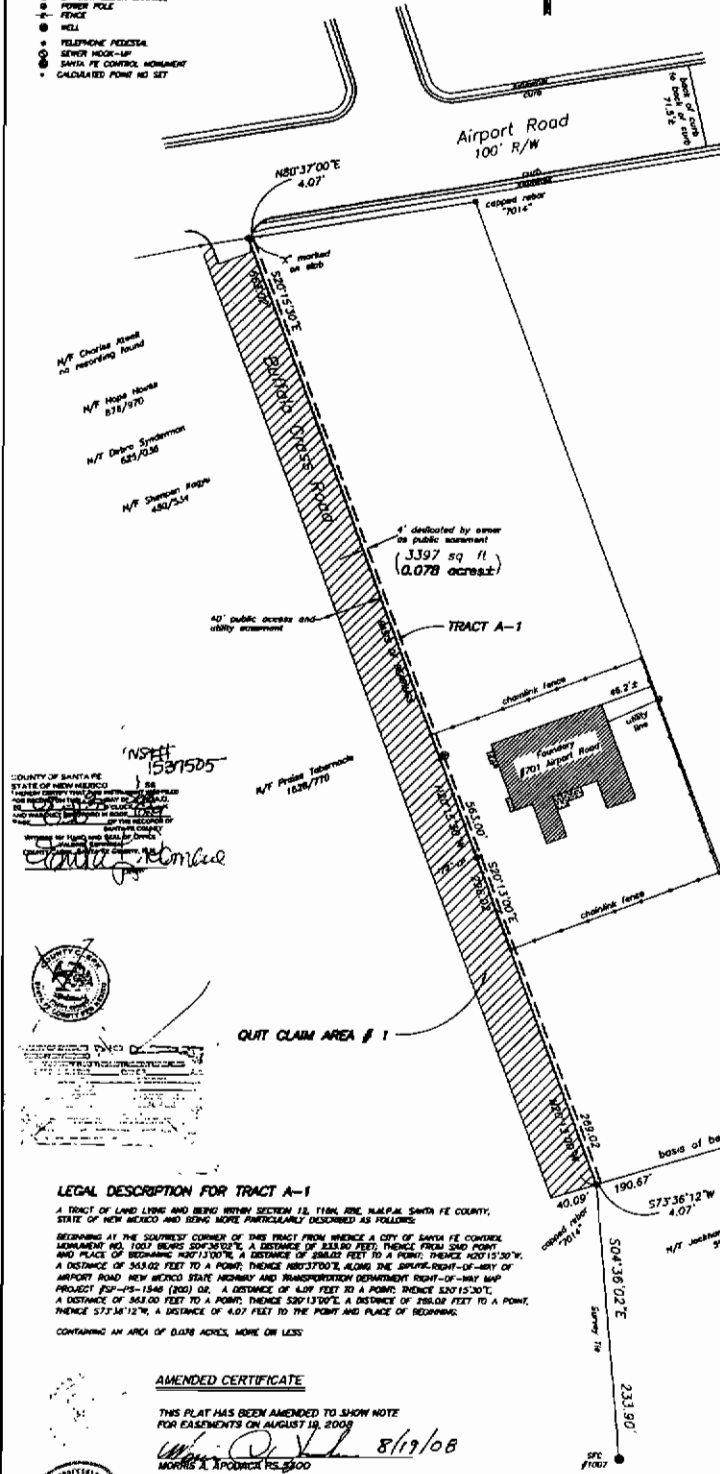
WESTON STUDIO GALLERY
SITE PLAN



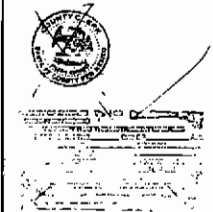


VICINITY MAP

- LEGEND**
- MARKERS SET THIS SURVEY 1/8" BEHIND WITH CHIP ALUM
 - MARKERS FOUND USED AND ACED THIS SURVEY
 - SANITARY SEWER MARKER
 - POWER POLE
 - FENCE
 - WELL
 - TELEPHONE PEDESTAL
 - SEWER HOOD-UP
 - SANTA FE CONTROL MONUMENT
 - CALCULATED POINT NO SET



NSHT 1581505
 COUNTY OF SANTA FE
 STATE OF NEW MEXICO
 DEPARTMENT OF REVENUE
 DIVISION OF LANDS AND MINES
 REGISTERED PROFESSIONAL SURVEYOR
 MORRIS A. APODACA
 8/19/08



LEGAL DESCRIPTION FOR TRACT A-1
 A TRACT OF LAND LYING AND BEING WITHIN SECTION 12, T14N, R14E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S00°00'00"E A DISTANCE OF 233.00 FEET THENCE FROM SAID POINT AND PLACE OF BEGINNING N07°13'00"E A DISTANCE OF 238.02 FEET TO A POINT; THENCE N02°15'30"W A DISTANCE OF 543.02 FEET TO A POINT; THENCE N80°37'00"E ALONG THE SURVEY RIGHT-OF-WAY OF AIRPORT ROAD NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT 82P-15-1546 (200) OR A DISTANCE OF 4.07 FEET TO A POINT; THENCE S20°15'30"E A DISTANCE OF 343.00 FEET TO A POINT; THENCE S20°13'00"E A DISTANCE OF 288.02 FEET TO A POINT; THENCE S73°36'12"W A DISTANCE OF 4.07 FEET TO THE POINT AND PLACE OF BEGINNING;
 CONTAINING AN AREA OF 0.078 ACRES, MORE OR LESS.

AMENDED CERTIFICATE
 THIS PLAT HAS BEEN AMENDED TO SHOW NOTE FOR EASEMENTS ON AUGUST 19, 2008
 MORRIS A. APODACA 8/19/08
CERTIFICATE
 I, MORRIS APODACA, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT ON NOVEMBER 17, 2008, I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY. THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY IS PLAT BEET THE SURVEY STANDARDS FOR SURVEYING IN THE STATE OF NEW MEXICO.
 MORRIS A. APODACA 7/19/08

DEDICATION CERTIFICATE

DEED THE UNDERSIGNED OWNERS AND PROPRIETORS HAVE REVIEWED THIS PLAT, SAID PLAT WAS PREPARED TO SHOW THE LANDS TO BE DEDICATED TO THE CITY OF SANTA FE BY DEDICATING A FOUR (4) FOOT STRIP OF LAND TO THE EAST SIDE OF THE PRESENT BUFFALO GRASS ROAD TO CREATE A 44 FOOT WIDTH FOR BUFFALO GRASS ROAD AND TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE AS SHOWN HEREON LYING WITHIN THE CITY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED AND PROPRIETORS. THESE LANDS LIE WITHIN THE PLANNING AND PLATING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE, NEW MEXICO.

DELL WESTON, PROPERTY OWNER 7/15/08 DATE

STATE OF NEW MEXICO } ss
 COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF July 2008
 NOTARY PUBLIC Anna Manning 4-25-09

JOSEPH O. WALES 7-15-08 DATE

STATE OF NEW MEXICO } ss
 COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF July 2008
 NOTARY PUBLIC Anna Manning 7-15-08 4-25-09

DOCUMENTS OF REFERENCE

1. METEORISM IS BASED ON PLAT OF SURVEY BY OSWALD WATNEY MAPLE NO. 3893 FOR DELL WESTON, DATED OCTOBER 1908 AND RECORDED IN PLAT BOOK 138 PAGE 017, RECORDS OF SANTA FE COUNTY, NEW MEXICO (SHOWN IN PARALLELS).
2. WARRANTY DEED FROM ALBERT HILBACH TO DELL WESTON, RECORDED ON MARCH 20, 1986, IN BOOK 543 PAGES 353-354 AS DOCUMENT NO. 508367, RECORDS OF SANTA FE COUNTY, NEW MEXICO.
3. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD (SHOWN HEREON AS NOT).
4. PLAT OF SURVEY BY MORRIS A. APODACA MAPLE NO. 3893 FILED JULY 8, 2008 AS DOCUMENT NO. 134869 IN PLAT BOOK 543 PAGE 014, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

DEDICATION AND AFFIDAVIT QUIT CLAIM AREA # 1

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE DRAINED THESE LANDS SHOWING HEREON THE SAID DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S). UTILITY COMPANIES ARE GRANTED EASEMENTS SHOWN AND TO EXISTING UTILITIES NOT SHOWN OTHER EASEMENTS ARE GRANTED AS SHOWN. ONE (ONE) CORNER 4.5 ACRES, MORE OR LESS, THIS ROAD IS DEDICATED TO THE CITY AS A 40' PUBLIC ACCESS AND UTILITY EASEMENT.

DELL WESTON 7/15/08 DATE

STATE OF NEW MEXICO } ss
 COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF July 2008
 NOTARY PUBLIC Anna Manning 4-25-09

JOSEPH O. WALES 7-15-08 DATE

STATE OF NEW MEXICO } ss
 COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15 DAY OF July 2008
 NOTARY PUBLIC Anna Manning 4-25-09

CITY OF SANTA FE, N.M. APPROVALS

Rosario Salazar 07/23/08 DATE
 CITY ENGINEER, TECHNICAL SERVICES DIVISION
 Diana Brown 07/21/08 DATE
 CITY PLANNER

NOTES:

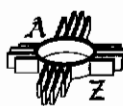
CROSS REFERENCE: AMMENDATION PLAT

BOOK	PAGE
STATE OF NEW MEXICO } ss	INSTRUMENT NO. 153328C
COUNTY OF SANTA FE }	
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 25TH DAY OF July 2008 AT 10:52 O'CLOCK A.M. AND WAS DAILY RECORDED IN PLAT BOOK 687 PAGE 7 OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.	
WITNESS MY HAND AND SEAL OF THE OFFICE OF VALERIE ESPINOZA, THE SANTA FE COUNTY CLERK.	
DEPUTY, SANTA FE COUNTY CLERK'S OFFICE, STATE OF NEW MEXICO	

EASEMENT NOTE

ALL PUBLIC UTILITIES EASEMENTS FOR SANITARY SEWER CASEMENTS AND R.O.W. ARE GRANTED TO THE CITY OF SANTA FE FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING SUCH PUBLIC UTILITIES AND THAT THE SAID EASEMENT CARRY WITH THEM THE RIGHT OF EGRESS AND EGRESS SURFACE AND SUBSURFACE FOR DRENCHING AND MAINTENANCE AND THE RIGHT TO TRIM OR REMOVE INTERFERING VEGETATION OR OBSTRUCTIONS BY AGENCIES RESPONSIBLE FOR SAID UTILITIES.

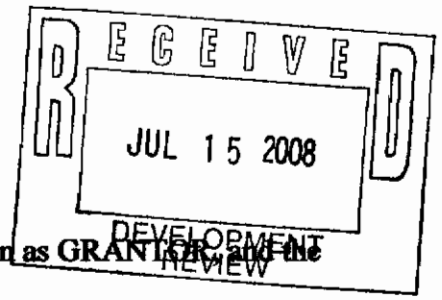
EXHIBIT 3A



A - Z SURVEYING INC.
 5538 AZUSA FARM
 SANTA FE, NM 87507
 TELEPHONE (505) 471-3300

INDEXING INFORMATION FOR COUNTY CLERK	
ROAD DEDICATION	
DELL WESTON, ET. AL	
BUFFALO GRASS ROAD DEDICATION	
WITHIN SECTION 12, TOWNSHIP 14 NORTH, RANGE 6 EAST, N.M.P.M. SANTA FE COUNTY, NEW MEXICO	
CHECKED BY	DATE: 2008 JUNE 30
SCALE: 1"=50'	SURVEY NO. 107-024

SFC CLERK RECORDED 09/26/2008



Quit Claim Deed

This indenture made this day of 14 July, 2008, between Dell Weston as GRANTOR and the City of Santa Fe as GRANTEE.

WITNESSETH: That the Grantor, on behalf of himself, his heirs, executors, administrators, successors, representatives and assigns, for and in consideration of one dollar, cash in hand paid at or before delivery of this document, has bargained and sold and by this document and does grant, bargain, sell, convey, remise, release and forever conveys and quit claims to Grantee, on behalf of himself, his heirs, executors, administrators, successors, representatives and assigns, all the right, title, interest, claim or demand which the Grantor may have had in and to the following real estate:

A TRACT OF LAND LYING WITHIN SECTION 12, T16N, R8E, N.M.P.M. SANTA FE COUNTY, STATE OF NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT FROM WHENCE A CITY OF SANTA FE CONTROL MONUMENT NO. 1007 BEARS S04°36'02"E, A DISTANCE OF 233.90 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING N20°13'00"W, A DISTANCE OF 296.02 FEET TO A POINT; THENCE N20°15'30"W, A DISTANCE OF 563.02 FEET TO A POINT; THENCE S80°37'00"W, ALONG THE SOUTH-RIGHT-OF-WAY OF AIRPORT ROAD, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY MAP PROJECT #SP-PS-1546 (200) 02, A DISTANCE OF 40.73 FEET TO A POINT; THENCE S20°15'30"E, A DISTANCE OF 563.02 FEET TO A POINT; THENCE N20°13'00"E, A DISTANCE OF 296.02 FEET TO A POINT; THENCE N73°36'12"E, A DISTANCE OF 40.09 FEET TO THE POINT AND PLACE OF BEGINNING.

IN WITNESS THEREOF, the said Grantor has herewith set his hand and seal, the day and year first above written.

Dell Weston
Grantor

STATE OF: New Mexico

COUNTY OF: Santa Fe

I certify that I know or have satisfactory evidence that Dell Weston is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the 15 of July, 2008 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Signed, Sealed, Sworn to and delivered in the presence of: *Lisa Manning*

Notary Public in and for the state of: New Mexico

My appointment expires: 4-25-09



EXHIBIT 3.6

S F C C L R F R K R E C O R D E D 0 8 2 2 2 0 0 8

ITEM # 08-0763

**SANTA FE HOMES PROGRAM
RENTAL AGREEMENT
WESTON STUDIO/GALLERIES**

This Santa Fe Homes Program ("HOP") Agreement ("Agreement") is made and entered into this 19th day of August, 2008 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") **Dell Weston** ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of **Weston Studio/Galleries** (the developer plans to build 4 live/work rental units in a mixed used site with a gallery and foundry on approximately 3.7 acres at 3801 Buffalo Grass Road. SFHP Developer proposes to develop the property as described in the document attached hereto as Exhibit 1 (development plan), incorporated herein by reference, and hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property subject to and upon the terms and conditions hereinafter set forth and in compliance with Sections 14-96 and 26-1 et seq. SFCC 1987.

C. SFHP Developer represents and the City certifies that the benefits to the affordable housing market created by the construction of a Rental development (as defined in Section 14-1.2 SFCC 1987) provides a benefit to the community warranting application of the SFHP Ordinance.

D. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

EXHIBIT 4

S F C F C L O A D E R K R F R E Q U I R E D 0 0 8 / 2 5 2 / 2 0 0 8

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings of the parties, the parties agree as follows:

1. DEVELOPMENT REQUEST

A. SFHP Developer seeks approval of (list of requested approvals) for the above-described multi-family project of **four (4)** units.

B. The Property is to be developed as one hundred percent (100%) for rent.

2. PRICING REQUIREMENTS

HOP Developer agrees to develop the Property as a SFHP Rental development as set forth in the SFHP administrative procedures and the current SFHP rental schedule. A copy of the rental schedule in effect at the time of initial rental may be obtained from the City's Office of Affordable housing. The SFHP Rental requirement is **six tenths (.6)** of a unit. This will require a fractional fee of **thirty-two thousand seven hundred dollars (\$32,700)**.

3. REPORTING AND VERIFICATION

A. SFHP Developer agrees to sign an affidavit declaring that the initial rental prices did not exceed the amount specified in this Agreement.

B. SFHP Developer agrees to provide such information and documentation as the City may reasonably require in order to insure that actual rentals were in compliance with this Agreement.

4. FAILURE TO COMPLY

The SFHP Developer shall comply with the SFHP requirements set forth in the SFHP Ordinance. If the SFHP Development has been completed or partly completed and cannot be brought into compliance with the pricing requirements set forth herein the SFHP Developer

may be required to submit a SFHP proposal that provides for compliance with the SFHP Ordinance or an alternate means of compliance as set forth in the SFHP Ordinance.

5. **SUCCESSORS IN TITLE/COVENANTS TO RUN**

SFHP Developer agrees to develop the Property consistent with this Agreement. In the event that SFHP Developer sells, assigns, leases, conveys, or mortgages or encumbers the Property to any third party, the third party shall be provided with a copy of this Agreement and shall be required to comply with this Agreement. The terms and conditions of this Agreement run with the land and are binding upon all heirs, successors and assigns.

6. **RECORDATION**

The SFHP Developer shall record this Agreement with the Santa Fe County Clerk.

7. **CAPTIONS**

The captions and paragraph headings of this Agreement are not necessarily descriptive or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

8. **FURTHER ASSURANCES**

The parties agree to execute such documents as may be required to show the satisfactory compliance with SFHP Ordinance and this Agreement.

9. **SEVERABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

10. NO WAIVER

No actions taken by the parties following a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

11. NUMBERS AND GENDERS

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

12. GOVERNING LAW

This Agreement shall be interpreted and governed by and under the laws of the state of New Mexico.

13. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not relieve the SFHP Developer from complying with present or future City ordinances, duly adopted resolutions or regulations applicable to the development.

14. AMENDMENTS

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

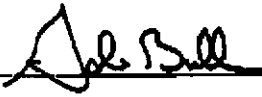
the Office of Affordable Housing and sent, if applicable, to the appropriate review body as set forth in the SFHP Ordinance and then to the City Manager for approval.

15. TERMINATION

This Agreement shall terminate upon the verification by the City that the initial rental of the units has been in compliance with this Agreement or 20 years from the date first above written, whichever occurs first.

IN WITNESS WHEREOF, this Agreement is entered into the day and year written above.

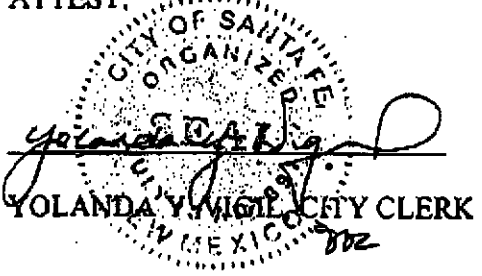
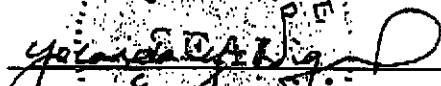
CITY OF SANTA FE:



GALEN BULLER, CITY MANAGER


Date: 9/7/08

ATTEST:

YOLANDA Y. WIGLE, CITY CLERK

APPROVED AS TO FORM:



FRANK D. KATZ, CITY ATTORNEY

HOP DEVELOPER:

By: Dell Weston

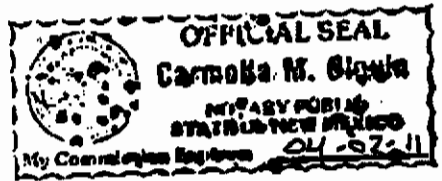
STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

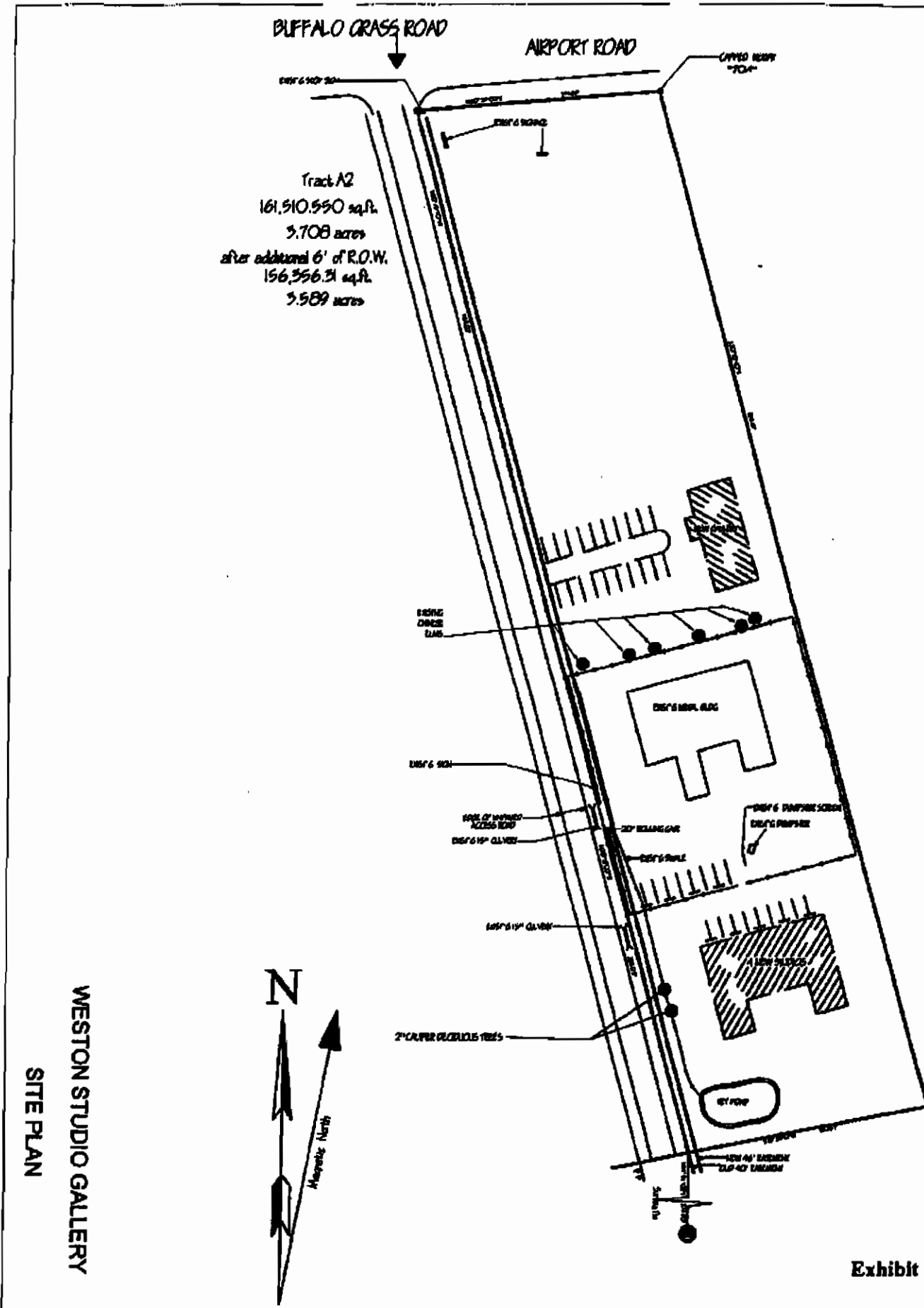
The foregoing instrument was acknowledged before me this 11th day of August 2008 by Dell Weston

Carmela M. Sigala
NOTARY PUBLIC

My Commission Expires:
April 2, 2011



Attach: Exhibit 1 - Development plan
Exhibit 2 -SFHP calculation worksheet



Tract A2
 161,510.550 sq.ft.
 3.708 acres
 after additional 6' of R.O.W.
 156,556.31 sq.ft.
 3.589 acres

WESTON STUDIO GALLERY
 SITE PLAN

Exhibit 1

EXHIBIT 2

SANTA FE HOMES PROGRAM WORKSHEET

WESTON STUDIO GALLERY

SFHP Developer proposes to construct a total of 4 units on the Property.
The required number of SFHP units is 15% of the total.

4 units x 0.15 = .6 units

A fee for the fractional unit of .6 per section 8.9 of the Administrative Procedures equal to the fractional value times one half the Affordable Home Price of a 3 Bedroom Unit in Income Range 2.

.60 units x \$54,500 = \$32,700



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

RENTAL AGREEMENT
PAGES: 8

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of August, A.D., 2008 at 11:02
And Was Duly Recorded as Instrument # 1535953
Of The Records Of Santa Fe County

Deputy Valerie Espinoza Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM