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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2011-10

AN ORDINANCE

DELETING A CONDITION OF APPROVAL FOR THE CIELO AZUL ANNEXATION, ADOPTED BY ORDINANCE 2006-29, AND AMENDING ITS ANNEXATION AGREEMENT, TO REDUCE THE PERCENTAGE OF AFFORDABLE UNITS FROM 40% TO 30%. THE TRACT OF LAND COMPRISES 40.749 ACRES MORE OR LESS AND IS LOCATED WITHIN SECTION 6, T 16 N, R 9 E, N.M.P.M., ON THE SOUTH SIDE OF AGUA FRIA BETWEEN CALLE LARRANAGA AND CALLE NUEVA VISTA AND INCLUDING 1.295 ACRES OF LAND ADJOINING THE AGUA FRIA STREET RIGHT-OF-WAY. (“CIELO AZUL ANNEXATION AMENDMENT” CASE NO. M 2011-14).

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

Section 1. Pursuant to Section 3-7-17 NMSA 1978, the governing body adopted Ordinance No. 2006-29 (attached hereto as Exhibit “A”) for the purpose of annexing a tract of land lying contiguous with the Santa Fe corporate limits comprised of 40.749 acres more or less located within Section 6, T 16 N, R 9 E, N.M.P.M., on the south side of Agua Fria between Calle Larranaga and Calle Nueva Vista and including 1.295 acres of land adjoining Agua Fria Street right-of-way (hereinafter “Cielo Azul Annexation” or “Property”).

Section 2. The owners of the Property desire to remove the following condition of approval for the Cielo Azul Annexation, shown on Exhibit D to Ordinance 2006-29 (attached hereto as Exhibit “B”):

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“3. In addition to the 30% of units required under Santa Fe Homes regulations, 10% of units will be provided in the ‘market entry’ category (120% of the area median income with a bedroom mix which reflects what is done in the market rate units).”

Section 3. The governing body finds that the removal of such condition of approval meets the Land Development Code Standard Section 14-8.11(F) SFCC 1987 as amended and the other terms stated in the Cielo Azul Annexation Agreement (attached hereto as Exhibit “C”).

Section 4. The governing body approves Amendment #1 to the Annexation Agreement (attached hereto as Exhibit “D”).

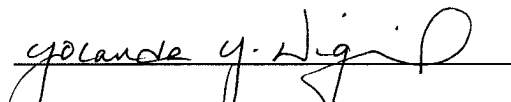
Section 5. This ordinance shall be published one time by title and general summary and shall become effective five days after publication.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2011.

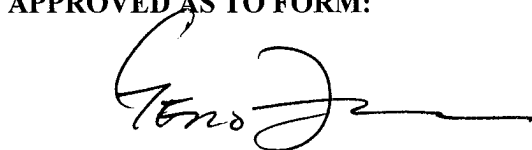


DAVID COSS, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY

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CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2006-29

AN ORDINANCE

ANNEXING TRACT OF LAND LYING CONTIGUOUS WITH THE SANTA FE CORPORATE LIMITS COMPRISING 40.749 ACRES MORE OR LESS LOCATED WITHIN SECTION 6, T 16 N, R 9 E, N.M.P.M., ON THE SOUTH SIDE OF AGUA FRIA BETWEEN CALLE LARRANAGA AND CALLE NUEVA VISTA AND INCLUDING 1.295 ACRES OF ADJOINING AGUA FRIA STREET RIGHT-OF-WAY. ("CIELO AZUL ANNEXATION" CASE NO. M 2006-08).

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 6, T 16 N, R 9 E, N.M.P.M. and being more particularly described in the attached legal description (Exhibit A) and shown on the Annexation Plat (Exhibit B) and incorporated herein by reference.

1.295 acres of Agua Fria Street right-of-way adjoining the boundary of the property is also annexed pursuant to Section 3-7-18 NMSA 1978 as described on "Exhibit A" and shown on "Exhibit B".

Section 2. A petition (the "Petition") executed by all the owners of the Property has been presented to the governing body of the city of Santa Fe requesting annexation of the Property, an area of land contiguous to the city's corporate limits, which annexation is accomplished pursuant to the provisions of the annexation agreement between the City of Santa Fe and the owners of the

SFC CLERK RECEIVED 12/05/2007

1 Property sought to be annexed attached hereto and referenced herein as "Exhibit C."

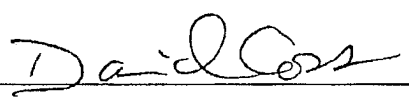
2 Section 3. The Petition was accompanied by an annexation plat showing the external
3 boundaries of the Property proposed to be annexed and the relationship of the Property proposed
4 to be annexed to the existing boundary of the city, as well as the Annexation Agreement.

5 Section 4. The annexation effected by this Ordinance shall be subject to the conditions
6 of approval attached hereto and referenced herein as "Exhibit D."

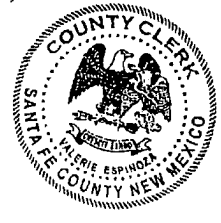
7 Section 5. It is in the best interest of the City of Santa Fe and the owners and inhabitants
8 of such contiguous Property that the Property be annexed.

9 Section 6. This ordinance shall be published one time by title and general summary and
10 shall become effective five days after publication.

11 PASSED , APPROVED AND ADOPTED this 26th day of June, 2006.

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14 DAVID COSS, MAYOR

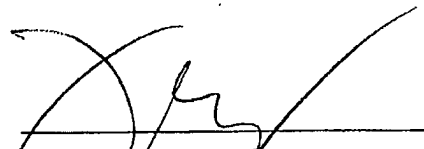


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19 YOLANDA VIGIL, CITY CLERK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

CITY ORDINANCE
PAGES: 23

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21 APPROVED AS TO FORM:

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24 FRANK D. KATZ, CITY ATTORNEY

I Hereby Certify That This Instrument Was Filed for
Record On The 5TH Day Of December, A.D., 2007 at 09:15
And Was Duly Recorded as Instrument # 1508449
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy County Clerk, Santa Fe, NM

EXHIBIT A

LEGAL DESCRIPTION

Commencing at the Point of Beginning along the right-of-way of Agua Fria Road from which a U.S.G.L.O. Brass Cap marked PC1227, T2, SEC, PC6025, T11, PC544, T1, NEC, T16N, R9E, S6, dated 1914 bears South 65 °12' 24" West, a distance of 59.95';

Thence from said point of beginning North 26 °36 ' 19" West, a distance of 55.89';

Thence North 63 °23 ' 41" East, a distance of 280.88';

Thence North 63 °28 ' 20" East, a distance of 204.16';

Thence North 61 °54 ' 25" East, a distance of 136.82';

Thence North 63 °06 ' 00" East, a distance of 439.32';

Thence South 16 °30 ' 21" East, a distance of 57.62';

Thence South 16 °32 ' 59" East, a distance of 1642.56';

Thence South 64 °32 ' 09" West, a distance of 1032.00';

Thence North 19 °10 ' 59" West, a distance of 1443.81';

Thence North 00 °12 ' 29" East, a distance of 179.69' to the Point of Beginning.

Containing 40.749 AC. ±, more or less.

Exhibit "B"
Ord. # 2006-29
Cielo Azul

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 25, 26 & 27 OF SECTION 6,
IN S.H.C. 6128 TR. 1, S.H.C. 709 TR. 1, S.H.C. 5020 TR. 1, T15N 75E, N.M.P.M.,
AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE NM,
CONTAINING 40.749 AC. & TOTAL.

DEDICATION/AFFIDAVIT KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS OF THE LAMED DEPICTED HEREON, HAVE CAUSED TO BE ANNEXED SAID LAMES INTO THE CITY LIMITS OF THE CITY OF SANTA FE, NEW MEXICO, ALL THAT APPEARS ON THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE ANNEXATION ACT AS AMENDED BY THE LEGISLATURE OF NEW MEXICO.

[Signature]
LETTYER GARCIA, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE

IN WITNESS WHEREOF, I HAVE SIGNED AND AFFIRMED BEFORE ME THIS 24th DAY OF APRIL, 2006, AT SANTA FE, NEW MEXICO.

[Signature] 11:20:07
JAMES W. LINDLEY, NOTARY PUBLIC

[Signature]
MARK RICHMOND, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE

IN WITNESS WHEREOF, I HAVE SIGNED AND AFFIRMED BEFORE ME THIS 24th DAY OF APRIL, 2006, AT SANTA FE, NEW MEXICO.

[Signature] 11:20:03
JAMES W. LINDLEY, NOTARY PUBLIC

[Signature]
GREG GYLL, OWNER BENEFITARY, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE

IN WITNESS WHEREOF, I HAVE SIGNED AND AFFIRMED BEFORE ME THIS 24th DAY OF APRIL, 2006, AT SANTA FE, NEW MEXICO.

[Signature] 11:20:07
JAMES W. LINDLEY, NOTARY PUBLIC

CITY OF SANTA FE, NEW MEXICO, APPROVALS

APPROVED BY THE SANTA FE NEW MEXICO CITY COUNCIL AT 11:13 MEETING OF APRIL 20, 2006
CITY ORDINANCE NO. 2006-29

[Signature] 11/27/07
MAYOR

[Signature] 11-27-07
CITY CLERK

[Signature] 11/16/07
CITY ENGINEER

[Signature] 11/17/2007
CITY ENGINEER



LEGAL DESCRIPTION

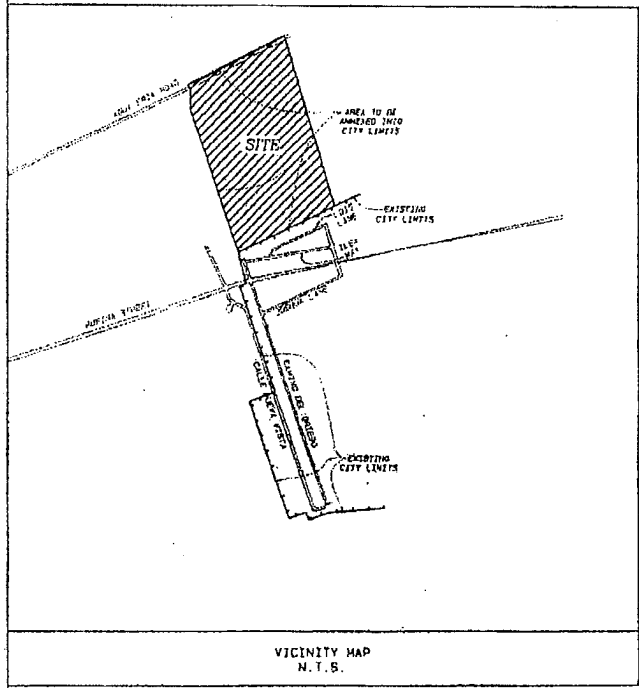
Commencing at the point of beginning being the right-of-way of Aztec Circle from from which a U.S.G.O.D. Drive Cap. Survey P2327, 1/2 AC. P20015, 1/2 AC. T15N 75E, SEC. 26, T15N 75E, S. 26, 1/4 Sec. 26, South 88°18'34" West, a distance of 80.95'; thence North 82°23'47" East, a distance of 269.89'; thence North 82°08'30" East, a distance of 204.19'; thence North 81°34'25" East, a distance of 126.00'; thence North 83°06'00" East, a distance of 439.30'; thence South 18°30'21" East, a distance of 87.00'; thence South 18°32'50" East, a distance of 1842.00'; thence South 84°00'00" West, a distance of 1032.00'; thence North 18°10'29" West, a distance of 1443.81'; thence North 00°15'29" East, a distance of 179.69' to the point of beginning. Containing 40.749 AC. & more or less.

DOCUMENT & REFERENCE NOTES

- 1) BASES OF MEASUREMENT IS TAKEN DIRECTLY FROM GPS OBSERVATION.
- 2) REFER TO A PLAT OF SURVEY ENTITLED "LOT LINE ADJUSTMENT AND CONSOLIDATION FOR ADJACENT LOTS," BY SALVADOR E. VIGIL, N.M.P.S., NO. 4403 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 216, PAGE 809.
- 3) REFER TO A PLAT OF SURVEY ENTITLED "PLAT OF SURVEY REQUESTED BY ANTONIO LOPEZ ET AL..." BY SALVADOR E. VIGIL, N.M.P.S., NO. 4400 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 132, PAGE 924.
- 4) REFER TO A PLAT OF SURVEY ENTITLED "FAMILY TRANSFER FOR FADONOR H. RODRIGUEZ," BY SALVADOR E. VIGIL, N.M.P.S., NO. 4405 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 263, PAGE 004.
- 5) REFER TO A PLAT OF SURVEY ENTITLED "TRACT OF WAT DEDICATION AND EASEMENT SURVEY FOR ROADWAY WEST HEDDLE HOME PARK" BY ALLEN C. BRUCE, P.E., NO. 11648 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 418, PAGE 010-011.
- 6) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF TRACT 'C' OF THE 'RODRIGUEZ' FAMILY TRANSFER," BY MITCHELL G. NORMAN, N.M.P.S., NO. 4990 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 487, PAGE 004.
- 7) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT 1 OF THE ALICIA SUBDIVISION WITHIN A PORTION SEC. 26, T15N 75E, S. 26, A PORTION OF S.H.C. 6128, TRACT 'I' BY MITCHELL G. NORMAN, N.M.P.S., NO. 4988 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 818, PAGE 000.
- 8) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT 'B' OF FAMILY TRANSFER FOR FREDONIA A. S. RODRIGUEZ, RODRIGUEZ & THE 'WAS' TRACT WITHIN A PORTION OF S.H.C. 6128, TRACT 'I' & A PORTION OF SEC. 26, T15N 75E, S. 26, TRACT 'J' BY MITCHELL G. NORMAN, N.M.P.S., NO. 4989 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 831, PAGE 000.
- 9) REFER TO A PLAT OF SURVEY ENTITLED "MAYNITA SUBDIVISION" BY SALVADOR E. VIGIL, N.M.P.S., NO. 4402 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 216, PAGE 834.
- 10) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR LOPEZ & RODRIGUEZ WEST OF CARL E. BERNA, N.M.P.S., NO. 4989 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 406, PAGE 027.
- 11) REFER TO A PLAT OF SURVEY ENTITLED "PLAT OF SURVEY FOR FREDONIA A. AND CORA M. WAST" BY SALVADOR E. VIGIL, N.M.P.S., NO. 4403 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 216, PAGE 29.
- 12) REFER TO HANDBOOK OF THE SANTA FE COUNTY CLERK'S OFFICE.
- 13) REFER TO EASEMENT FREDERICK H. S. HOSKELSON G. LOPEZ TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 874, PAGE 424.
- 14) THIS LOT LIES WITHIN THE 18' AREAS OUTSIDE OF 800 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL NO. 360005 02722.

GENERAL ANNEXATION PLAT NOTES

- 1) THIS ANNEXATION PLAT IS SUBJECT TO THAT CERTAIN ANNEXATION AGREEMENT RECORDED ON NOVEMBER 1, 2006, AS INSTRUMENT NO. _____ PAGE _____ THROUGH _____.
- 2) THE PURPOSE AND EFFECT OF THIS ANNEXATION PLAT IS TO ANNEX THE LAMES SHOWN HEREON INTO THE CORPORATE LIMITS OF THE CITY OF SANTA FE.



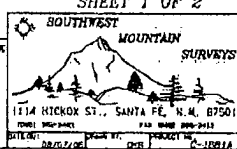
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2006, AT _____ O'CLOCK _____ P.M. AND WAS DEPOSITED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

ATTEST: MY HAND AND SEAL OF OFFICE
COUNTY CLERK, SANTA FE COUNTY, N.M.

SURVEYOR'S CERTIFICATE

I, MITCHELL G. NORMAN, N.M.P.S., NO. 8096 DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. 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, 28/10/06

[Signature]
MITCHELL G. NORMAN, N.M.P.S., NO. 8096



UNASSIGNED INFORMATION FOR COUNTY CLERK

OWNER: ECHO LLC.

PLAT: INSTRUMENT 116818

ASSIGNMENT: 011

SECTION: 26, T15N 75E, S. 26, 1/4 SEC. 26

SECTION: 26, T15N 75E, S. 26, 1/4 SEC. 26

1114 HICKOK ST., SANTA FE, N.M. 87501

PHONE: 505-833-1114

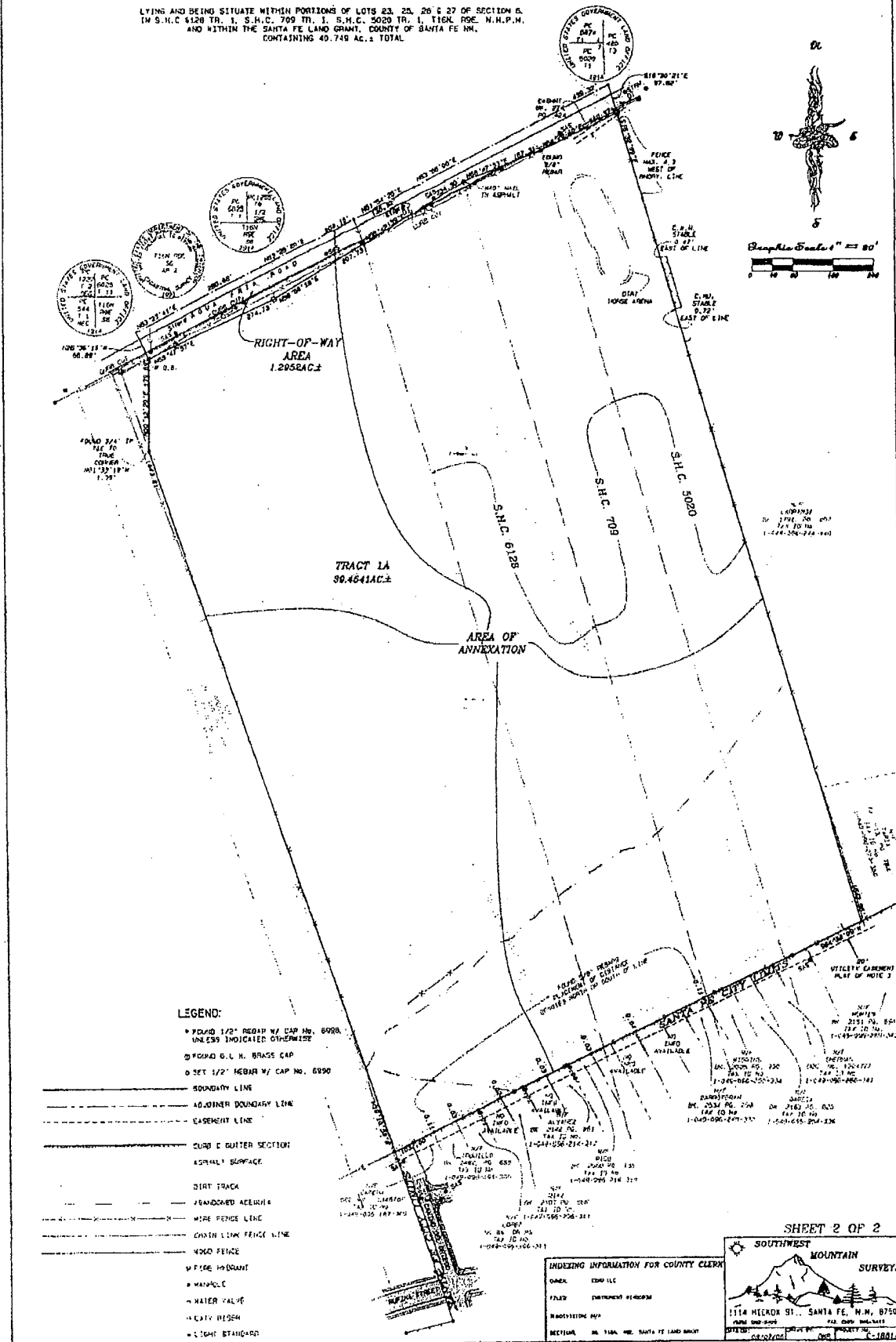
FAX: 505-833-1114

WEBSITE: WWW.MTSURVEYS.COM

SFC CLERK RECORDED 12/05/2007

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 25, 26 & 27 OF SECTION 6,
 14 S.H.C. 420 TR. 1, S.H.C. 709 TR. 1, S.H.C. 5020 TR. 1, T12N, R06E, N.H.P.M.,
 AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE NM,
 CONTAINING 40.740 AC. ± TOTAL



SFC CLERK RECORDED 12/05/2007

LEGEND:

- FOUND 1/2" REBAR W/ CAP NO. 6090, UNLESS INDICATED OTHERWISE
- FOUND G.L.N. BRASS CAP
- FOUND 1/2" REBAR W/ CAP NO. 6090
- BOUNDARY LINE
- - - ADJUTER BOUNDARY LINE
- - - EASEMENT LINE
- CURB & GUTTER SECTION
- ASPHALT SURFACE
- DIRT TRACK
- - - ABANDONED ACQUIRE
- - - WIRE FENCE LINE
- - - CHAIN LINK FENCE LINE
- - - WOOD FENCE
- PIPE THROUGH
- MANHOLE
- WATER VALVE
- CITY DESIGN
- LIGHT STANDARD

INDEXING INFORMATION FOR COUNTY CLERK

OWNER: EDWARD LEE
 FILED: INSTRUMENT RECORDS
 RECORDED MAP
 SECTION: 36, T14N, R06E, SANTA FE LAND GRANT

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS

1114 HICKOK ST., SANTA FE, N.M., 87501
 PHONE: 505-426-1000 FAX: 505-426-1001
 WWW: WWW.SWMTNSURVEYS.COM

ANNEXATION ORD EXH. 'C'

SFC CLERK RECORDED 12/05/2007

**ANNEXATION AGREEMENT
CIELO AZUL ANNEXATION**

This Annexation Agreement ("Agreement") is made and entered into this 20th day of September, 2007 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation (the "City") and EZMO, LLC, a New Mexico corporation (referred to herein as "Landowner") (collectively, the "Party" or "Parties").

RECITALS

A. Landowner owns that certain property situated in Santa Fe County, New Mexico consisting of approximately 39.454± acres being situate in Section 6, Township 16N, Range 9E New Mexico Primary Meridian as more fully described in the Annexation Plat (the "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 divide the property and the City agrees to the division 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)

1.1 Landowner agrees to prepare an Annexation Plat in compliance with Section 14-9.6 SFCC (1987).

1.2 The Plat shall dedicate to the City improvements and easements as determined during the development review process.

2. **CONDITIONS OF ANNEXATION:** (Exhibit 2)

2.1 Landowner agrees to comply with the conditions of approval imposed by the Santa Fe City Council as set forth in Exhibit 2.

3. **DEVELOPMENT OF PROPERTY.**

3.1 This agreement anticipates development of the property in accordance with rezoning application No. ZA-2006-08 approved concurrently with this annexation by Ordinance No. 2006-30 and as described in Paragraph 4 below.

4. **REZONING OF THE PROPERTY.**

4.1 With annexation of the property is contemplated rezoning as described in Paragraph 4.2 below.

4.2 The property (39.454+/- acres) to be zoned R6-PUD.

5. **CITY SERVICES.**

5.1 **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.

5.2 **Refuse.** Refuse disposal services shall be provided in accordance with

applicable City ordinances.

5.3 **Water Service.** Prior to the development of the Property, the Landowners to connect the proposed development to the City water delivery system using dedicated easements and shall extend a water main through the Property as required by the City. The Landowners shall reserve easements through the Property as shown on the Final Development Plan to insure the water lines can be built accordingly through the Property. Pursuant to the City Council approval of October 11, 2006, (see Exhibit 3 attached hereto) Landowner shall comply with the City's adopted ordinances, rules and regulations, and other requirements related to water service, and shall be allowed to apply for and obtain water service under such ordinances, rules and regulations, and other requirements in effect on the date of the application for water service.

5.4 **Storm Water, Wastewater, Collection and Sewer Service.** Concurrently with 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 and proposed easements shown on the Final Development Plan and/or subdivision plat for the Property. The storm water and wastewater systems referenced above shall be designed and constructed in accordance with City regulations, guidelines, and ordinances. All plans, reports, and construction documents relating to the design and construction of the storm water collection systems shall be reviewed and approved by the City prior to any construction.

5.5 **Streets and Other Rights of Way.** All streets and roads will be designed and constructed in accordance to City standards and with the Santa Fe City Code, and

dedicated to the City as shown on the subdivision plat and development plan.

5.6 Letter of Credit or Bond.

5.1.1 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.

5.1.2 The Landowner shall provide a 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.

6. **ARCHAEOLOGICAL REVIEW ORDINANCE.** Prior to annexation of the Property the Landowner shall be in compliance with Section 14-75 SFCC (1987).

7. **UTILITIES.** The Property shall be served only with underground utilities.

8. **TRAFFIC IMPACT REPORT.** Prior to the development of the Property a final traffic impact report, illustrating the traffic generated and the impact of the circulation on system within the Property and surrounding area shall be provided to the City.

9. **PARKS.** The Landowner shall dedicate open space as required by the Santa Fe City Code (1987).

10. WELLS AND WATER RIGHTS.

10.1 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.

10.2 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.

10.3 The parties agree that the City's Water Budget Ordinance (14-8.13 SFCC 2001) as amended shall be complied with in the development of the Property.

11. **AFFORDABLE HOUSING.** Landowner agrees that in addition to complying with the Santa Fe Home Program, the development will contain and possess and additional ten percent (10%) of the housing sold at prices "affordable" (as defined in the Santa Fe Homes Program) to a family who earns one hundred twenty percent (120%) of the Area Median Income. With respect to said additional ten percent (10%) all of the obligations, rights and benefits of the Santa Fe Homes Program shall be complied with and will be available to Landowner, including without limitation, income qualifications, square footages, and benefits related to the water service and all other waivers of fees and costs allowed by City Ordinance for affordable housing.

12. **IMPACT FEES.** The Landowner agrees to pay impact fees as required by Santa Fe City Code (1987).

13. **ASSIGNMENT.** The Landowner assumes all liability related to this Agreement and shall be responsible for all obligations resulting from this Agreement. 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, provided such assignee agrees to execute and deliver to the City Clerk a duly acknowledged certificate by which such assignee assumes liability and agrees to perform

all obligations of Landowner with respect to the portion of the property owned by such assignee. Any assignees shall be bound to the terms and conditions of this Agreement to the same extent that the Landowner is bound.

14. **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.

15. **EXECUTION OF DOCUMENTS.** The Parties agree to execute all documents contemplated expressly or impliedly by this Agreement.

16. **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.

17. **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.

18. **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.

19. **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.

20. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit

of, the Parties and their respective heirs, successors and permitted assigns.

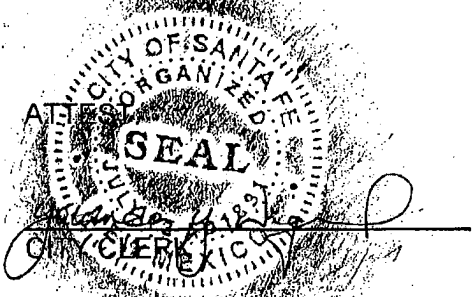
21. **AGREEMENT.** This Agreement states the entire agreement of the Parties. The provisions of this agreement shall be severable and may be modified only in writing. This Agreement shall not relieve the Landowners from complying with present or future City ordinances, duly adopted resolutions or regulations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

22. **AMENDMENTS.** Any amendments to this Agreement or the Subdivision plan and development plan shall be reviewed by the Planning Commission and sent to the City Council for approval.


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

CITY OF SANTA FE


THE HONORABLE DAVID COSS, MAYOR



APPROVED AS TO FORM:


CITY ATTORNEY

SFC CLERK RECORDED 12/05/2007

LANDOWNER:

EZMO, LLC, a New Mexico
Limited corporation,

By: *Greg Gonzalez*
Greg Gonzalez, its Manager

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 20th day of September
2007, by Greg Gonzalez.

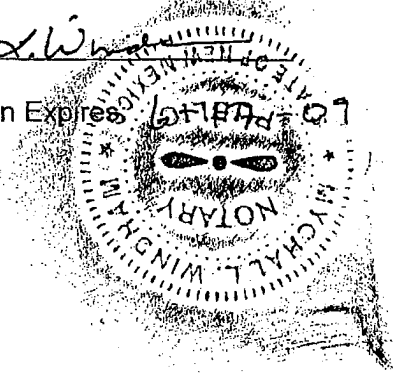
Mychal L. Winch
Notary Public
My Commission Expires 10/17/07


Exhibit "1"
Annexation Agreement
Cielo Azul

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 25, 26 & 27 OF SECTION 6,
IN S.H.C 6420 TR. 1, S.H.C. 700 TR. 1, S.H.C. 6020 TR. 1, T16N, R0E, N.M.P.M.,
AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE NM,
CONTAINING 40.749 AC. ± TOTAL

DEDICATION/AFFIDAVIT
KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS OF THE LANDS DEPICTED
HEREON, HAVE CHOSEN TO BE ANNEXED SAID LANDS INTO THE CITY LIMITS OF
THE CITY OF SANTA FE, NEW MEXICO. ALL THAT PORTION OF THIS PLAT IS
WITH THE FIRST COORDINATE AND IN ACCORDANCE WITH THE DESIRES OF THE
UNDERSIGNED SAID ANNEXATION IS COMPOSED OF 40.749 AC.

[Signature]
CITY CLERK

CITY OF SANTA FE,
NEW MEXICO, APPROVALS:
APPROVED BY THE SANTA FE NEW MEXICO CITY COUNCIL AT ITS
MEETING OF JUNE 15, 2006.
CITY ORDINANCE NO. 2006-02

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, *[Signature]*,
NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24
DAY OF SEP, 2007 BY AFFIDAVIT SIGNER.



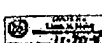
[Signature] 11/27/07
CITY CLERK

I, *[Signature]*,
NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24
DAY OF SEP, 2007 BY COMMISSION EXPIRES



[Signature] 11-27-07
CITY CLERK

I, *[Signature]*,
NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24
DAY OF SEP, 2007 BY COMMISSION EXPIRES



[Signature] 11/27/07
CITY CLERK

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NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24
DAY OF SEP, 2007 BY COMMISSION EXPIRES



[Signature] 11/27/07
CITY CLERK

I, *[Signature]*,
NOTARY PUBLIC,
DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24
DAY OF SEP, 2007 BY COMMISSION EXPIRES



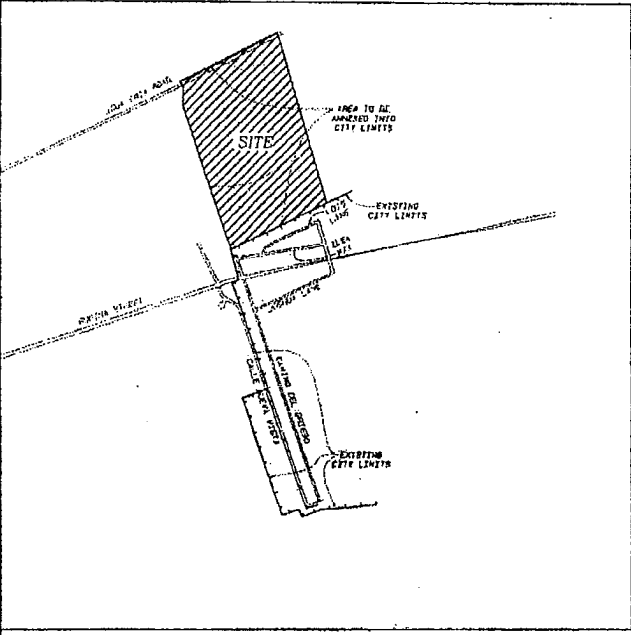
[Signature] 11/27/07
CITY CLERK

LEGAL DESCRIPTION

Commencing at the point of beginning along the right-of-way of 49th Street
from which a U.S.G.L.D. bearing 0012847612.00, 00000, 714, 00000, 714, REC
T16N, R0E, S4, dated 0814 bears South 89°12'24" West, a distance of 89.95';
thence from said point of beginning North 26°00'00" East, a distance of 89.95';
thence North 82°03'41" East, a distance of 200.00';
thence North 02°00'00" East, a distance of 200.00';
thence North 01°31'22" East, a distance of 130.00';
thence North 01°30'00" East, a distance of 439.38';
thence South 18°00'00" East, a distance of 87.00';
thence South 10°32'30" East, a distance of 1642.50';
thence South 01°30'00" West, a distance of 1032.00';
thence North 18°10'58" West, a distance of 1443.00';
thence North 00°17'29" East, a distance of 179.69' to the point of beginning.
Containing 40.749 AC. ± more or less.

DOCUMENT & REFERENCE NOTES

- 1) BASIS OF BEARINGS IS TAKEN DIRECTLY FROM GPS OBSERVATION.
- 2) REFER TO A PLAT OF SURVEY ENTITLED "LOT LINE ADJUSTMENT AND CONSOLIDATION FOR ANTONIO LÓPEZ," BY SALVADOR E. VIZO, N.M.P.S., No. 4403 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 340, PAGE 003.
- 3) REFER TO A PLAT OF SURVEY ENTITLED "LOT 18 SURVEY REQUESTED BY ANTONIO LÓPEZ ET AL.," BY SALVADOR E. VIZO, N.M.P.S., No. 4405 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 333, PAGE 004.
- 4) REFER TO A PLAT OF SURVEY ENTITLED "FAMILY TRANSFER FOR FELICIANO R. RODRIGUEZ," BY SALVADOR E. VIZO, N.M.P.S., No. 4406 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 342, PAGE 004.
- 5) REFER TO A PLAT OF SURVEY ENTITLED "RIGHT OF WAY DEDICATION AND EASEMENT SURVEY FOR ROBINSON WEST MOBILE HOME PARK," BY ALLEN C. STACE, P.S., No. 12443 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 418, PAGE 010-011.
- 6) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF TRACT 'C' OF THE RODRIGUEZ FAMILY TRANSFER," BY MITCHELL R. MOYAN, N.M.P.L.L.S., No. 4998 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 302, PAGE 004.
- 7) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT 8 OF THE ALICIA SUBDIVISION WITHIN A PORTION OF THE 1227, TRACT 1 & 2 A PORTION OF S.H.C. 244, TRACT '1' BY MITCHELL R. MOYAN, N.M.P.L.L.S., No. 5008 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 374, PAGE 009.
- 8) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT 'B' OF FAMILY TRANSFER FOR FELICIANO R. RODRIGUEZ A THE "HAES TRACT" WITHIN A PORTION OF S.H.C. 244, TRACT 1 & 2 A PORTION OF THE 1227, TRACT '1' BY MITCHELL R. MOYAN, N.M.P.L.L.S., No. 5009 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 374, PAGE 009.
- 9) REFER TO A PLAT OF SURVEY ENTITLED "INVESTA VISTA SUBDIVISION," BY SALVADOR E. VIZO, N.M.P.S., No. 4407 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 340, PAGE 004.
- 10) REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR LÓPEZ & RODRIGUEZ 'WEST' BY CARL E. SERNA, N.M.P.S., No. 4309 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 406, PAGE 007.
- 11) REFER TO A PLAT OF SURVEY ENTITLED "PLAT OF SURVEY FOR ANTONIO R. AND DOMA R. HAES" BY SALVADOR E. VIZO, N.M.P.S., No. 4405 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 311, PAGE 002.
- 12) REFER TO WARRANTY DEED, MARTA RITA, ANTONIO A., JUAN R., JOSE E. & STELLA F. LÓPEZ TO ERNE LÓPEZ, RECORDED AS INSTRUMENT #14682630 BY THE SANTA FE COUNTY CLERK'S OFFICE.
- 13) REFER TO EASEMENT FRIEDRICH W. & MAGDALENA S. LÓPEZ TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 374, PAGE 424.
- 14) THIS LOT LIES WITHIN ZONE "1" (AREAS OUTSIDE OF 500 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL NO. 300009 02270).

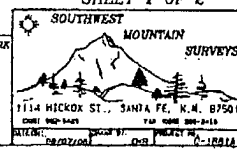


GENERAL ANNEXATION PLAT NOTES

- 1) THIS ANNEXATION PLAT IS SUBJECT TO THAT CERTAIN ANNEXATION AGREEMENT RECORDED IN INSTRUMENT NO. _____ AT PLAT BOOK _____ PAGES _____ THROUGH _____
- 2) THE PURPOSE AND EFFECT OF THIS ANNEXATION PLAT IS TO ANNEX THE LANDS SHOWN HEREON INTO THE CORPORATE LIMITS OF THE CITY OF SANTA FE.

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I, COUNTY CLERK, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____ A.D. 2007 AT _____ O'CLOCK _____ AND HAS BEEN RECORDED IN PLAT BOOK _____ PAGE _____ OF THE RECORDS OF SANTA FE COUNTY.

SURVEYOR'S CERTIFICATE
I, *[Signature]*,
SURVEYOR,
DO HEREBY CERTIFY THAT THIS MEASUREMENT SURVEY PLAT AND THE ORIGINAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; 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, HEREBY.

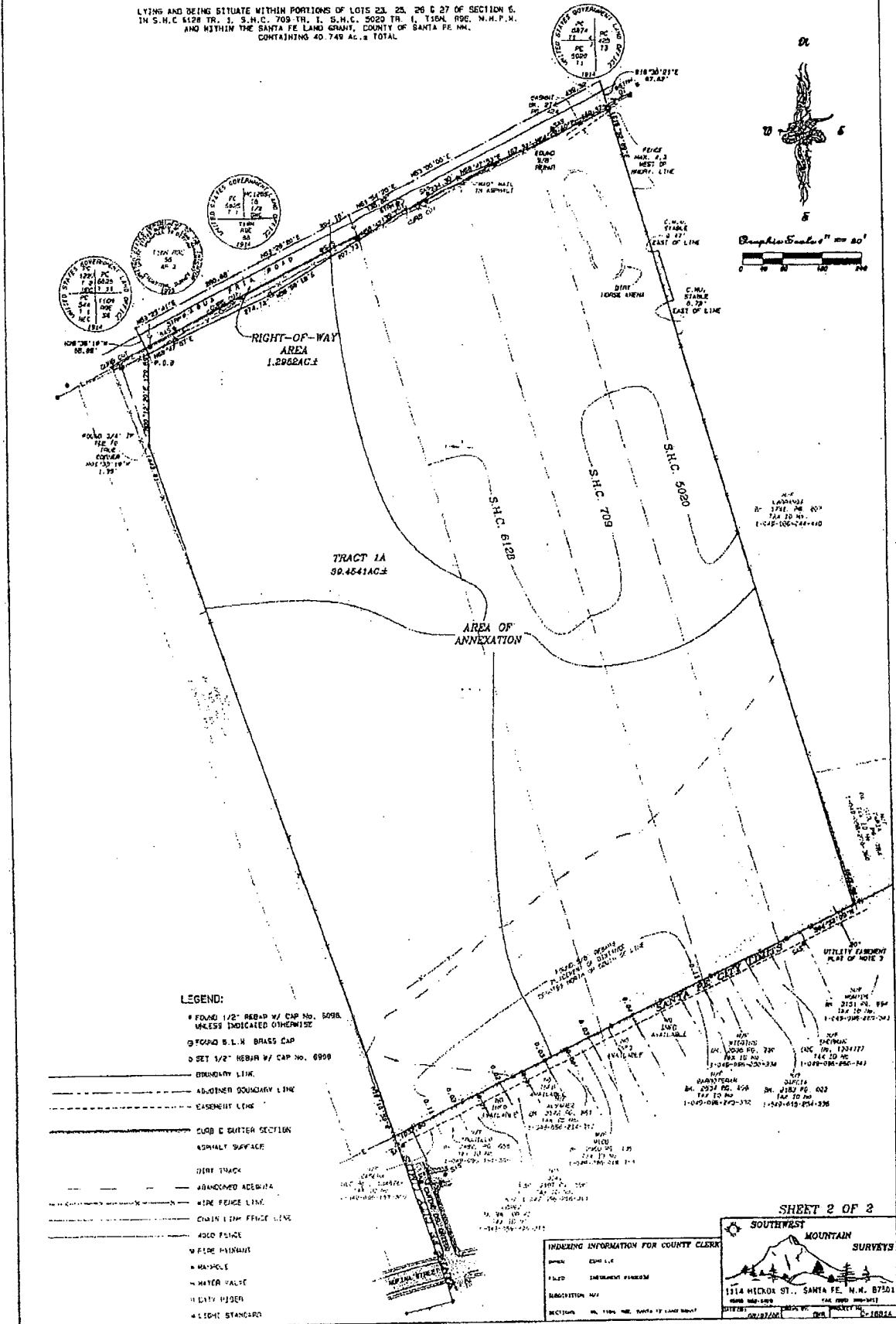


INDEXING INFORMATION FOR COUNTY CLERK
OWNER: ERNE LÓPEZ
FILED: INSTRUMENT #14682630
RECORDING NO.:
SECTION: 6, T16N, R0E, SANTA FE LAND GRANT
SHEET: 00000000 000 00000000

SFC CLERK RECORDED 12/05/2007

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 25, 26 & 27 OF SECTION 5,
 14 S.H.C. 6128 TR. 1, S.H.C. 709 TR. 1, S.H.C. 5020 TR. 1, TIEKA RD., N.M.P.M.,
 AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE NM,
 CONTAINING 40.749 AC.± TOTAL



LEGEND:

- FOUND 1/2" REBAR w/ CAP NO. 5098, UNLESS INDICATED OTHERWISE
- FOUND S.L.N. BRASS CAP
- SET 1/2" REBAR w/ CAP NO. 6909
- BOUNDARY LINE
- - - ADJUTINER BOUNDARY LINE
- - - EASEMENT LINE
- CLUB & BUTTER SECTION
- ASPHALT SURFACE
- DIRT TRACK
- - - ABANDONED ACERBWA
- - - WIRE FENCE LINE
- - - CHAIN LINK FENCE LINE
- - - WOOD FENCE
- - - WIRE MOUNTAIN
- - - MARKERS
- - - WATER FENCE
- - - DIRT RIDGE
- - - LIGHT STANDARD

INDEXING INFORMATION FOR COUNTY CLERK

OWNER	EDNA LEE
FILED	INSTRUMENT PARCEL
REGISTRATION NO.	
SECTION	34, 1904, 1905, PART 12 LAND GRANT

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS

1314 WICKOK ST., SANTA FE, N.M. 87501

PHONE 988-1200 FAX 988-1211

CITY: SANTA FE COUNTY: SANTA FE

SFC CLERK RECORDED 12/05/2007

EXHIBIT 2
CIELO AZUL ANNEXATION AGREEMENT
CONDITIONS OF APPROVAL

1. The applicant shall provide a 15' wide non-motorized trail easement along the south boundary of the tract to allow for future extension of the City's trail network.
2. The applicant shall bring water rights to the table before building permits are issued because this is the current law, which specifies which law will be followed because the timing of when this may or may not come in is uncertain.
3. In addition to the 30% of units required under Santa Fe Homes' regulations, 10% of units will be provided in the "market entry" category (20% of the area median income with a bedroom mix which reflects what is done in the market rate units).

**Cielo Azul Annexation Agreement
Exhibit 3**

**[EXCERPT FROM]
MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
October 11, 2006**

SFC CLERK RECORDED 12/05/2007

11. **Request for Approval of Cielo Azul Annexation Agreement – Case #M 2006-08. Amendment of Water Rights Transfer Provisions of the Annexation Agreement for 39.4± Acres Located on the South Side of Agua Fria between Calle Larranaga and Calle Nueva Vista. (Jeanne Price and Kyle Harwood)**

Memorandum dated October 5, 2006, with attached Annexation Agreement, to Mayor David Coss and City Council, from Kyle S. Harwood, Assistant City Attorney, is incorporated herewith to these minutes as Exhibit "5."

Mr. Harwood this is a conceptual amendment to the Cielo Azul Annexation which has been acted on by the Council, but has not been finalized in its drafting, nor fully executed. This would add the escrow provisions from the Water Right Transfer Ordinance to the Annexation Agreement. When this came before the Council for approval of the annexation, a condition was added that this project would not use such escrow provisions. After completing the escrow changes to the general Water Right Transfer Ordinance, there was a request that this item be placed on the Council agenda for consideration. It was unanimously approved by the Planning Commission.

Councilor Ortiz moved, seconded by Councilor Trujillo, to approve the Cielo Azul Annexation Agreement.

Discussion: Councilor Heldmeyer said these two cases represent deals which were made, agreed to at the time, and people got the consideration they were looking for at the time. She is not comfortable in undoing these, and she will be voting against the motion.

Councilor Calvert recalled that Councilor Ortiz was fairly adamant at the time that he didn't want "them" to have this revision. He asked what has changed his thinking.

Councilor Ortiz said when the Council was considering these annexation agreements, we were going through the process of drafting the Water Right Transfer Ordinance. He said the Public Utilities Committee was adamant that there would be no exceptions to that ordinance. These two annexation agreements were consistent with the sentiment of that particular Council. He said the new Council was configured, amendments were proposed by a new Public Utilities Committee to allow for the ability to put money in escrow. When that passed, he put an amendment in the ordinance which would resolve these two items. He was told by the City Attorney that the general

ordinance he amended could not supercede or supplant the more specific Annexation Agreement Ordinance passed prior to the adoption of the amendments. He then introduced ordinance amendments which would have changed the ordinances, which would have applied to these Annexation Agreements. He was advised by staff that we don't have to change the Ordinance, we can change the Annexation Agreements. He deferred those ordinances so could bring this item and the next agenda item through the process which has been done.

Councilor Ortiz said his change in position has really been a change on this Governing Body. Once the new Council was configured there was a change and a change in the Public Utilities Committee. He said his intent with the amendment is that everyone should play by the same rules. There should not be a project lingering 10-15 years from now, which has a rule or requirement which differs from the requirement we have as a matter of law.

Councilor Calvert said he thought Councilor Ortiz was saying that night that even though he was sponsoring that, he didn't want it to apply to this particular project.

Councilor Ortiz said when he introduced the amendment, he wanted it to apply to everyone.

Councilor Wurzbarger asked if there are other agreements like this one.

Mr. Harwood said, with these changes, there will be no projects which cannot use the escrow provision.

Councilor Wurzbarger said this project really had the best deal with respect to water, and had the least requirements, and weren't required to bring water rights.

Mr. Harwood said Cielo Azul came through after the adoption of the general ordinance and before the adoption of the escrow amendment. It has come through in a class of projects where every other project coming to Planning & Land Use was getting the requirements of the Water Right Transfer Ordinance, without the ability to do escrowing. Their deal is just the general Water Right Transfer Ordinance applicability. There was then a request to make this consistent with the rest of the programs where all other developments may access the escrow provision.

The motion was passed on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Dominguez, Councilor Ortiz and Councilor Trujillo.

Against: Councilor Heldmeyer and Councilor Wurzbarger.

EXHIBIT "D"
ORDINANCE No. 2006-29
CONDITIONS OF APPROVAL

- 1) The applicant shall provide a 15' wide non-motorized trail easement along the south boundary of the tract to allow for future extension of the City's trail network.
- 2) The applicant shall bring water rights to the table before building permits are issued because this is the current law, which specifies which law will be followed because the timing of when this may or may not come in is uncertain.
- 3) In addition to the 30% of units required under Santa Fe Homes regulations, 10% of units will be provided in the "market entry" category (20% of the area median income with a bedroom mix which reflects what is done in the market rate units).

SFC CLERK RECORDED 12/05/2007

**Exhibit B - Cielo Azul
Annexation Amendment**

EXHIBIT "D"
ORDINANCE No. 2006-29
Conditions of Approval

- 1) The applicant shall provide a 15' wide non-motorized trail easement along the south boundary of the tract to allow for future extension of the City's trail network.
- 2) The applicant shall bring water rights to the table before building permits are issued because this is the current law, which specifies which law will be followed because the timing of when this may or may not come in is uncertain.
- 3) In addition to the 30% of units required under Santa Fe Homes regulations, 10% of units will be provided in the "market entry" category (20% of the area median income with a bedroom mix which reflects what is done in the market rate units).

SFC CLERK RECORDED 12/05/2007

**ANNEXATION AGREEMENT
CIELO AZUL ANNEXATION**

This Annexation Agreement ("Agreement") is made and entered into this 20th day of September, 2007 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation (the "City") and EZMO, LLC, a New Mexico corporation (referred to herein as "Landowner") (collectively, the "Party" or "Parties").

RECITALS

A. Landowner owns that certain property situated in Santa Fe County, New Mexico consisting of approximately 39.454± acres being situate in Section 6, Township 16N, Range 9E New Mexico Primary Meridian as more fully described in the Annexation Plat (the "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 divide the property and the City agrees to the division 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)

1.1 Landowner agrees to prepare an Annexation Plat in compliance with Section 14-9.6 SFCC (1987).

1.2 The Plat shall dedicate to the City improvements and easements as determined during the development review process.

2. **CONDITIONS OF ANNEXATION:** (Exhibit 2)

2.1 Landowner agrees to comply with the conditions of approval imposed by the Santa Fe City Council as set forth in Exhibit 2.

3. **DEVELOPMENT OF PROPERTY.**

3.1 This agreement anticipates development of the property in accordance with rezoning application No. ZA-2006-08 approved concurrently with this annexation by Ordinance No. 2006-30 and as described in Paragraph 4 below.

4. **REZONING OF THE PROPERTY.**

4.1 With annexation of the property is contemplated rezoning as described in Paragraph 4.2 below.

4.2 The property (39.454+/- acres) to be zoned R6-PUD.

5. **CITY SERVICES.**

5.1 **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.

5.2 **Refuse.** Refuse disposal services shall be provided in accordance with

applicable City ordinances.

5.3 **Water Service.** Prior to the development of the Property, the Landowners to connect the proposed development to the City water delivery system using dedicated easements and shall extend a water main through the Property as required by the City. The Landowners shall reserve easements through the Property as shown on the Final Development Plan to insure the water lines can be built accordingly through the Property. Pursuant to the City Council approval of October 11, 2006, (see Exhibit 3 attached hereto) Landowner shall comply with the City's adopted ordinances, rules and regulations, and other requirements related to water service, and shall be allowed to apply for and obtain water service under such ordinances, rules and regulations, and other requirements in effect on the date of the application for water service.

5.4 **Storm Water, Wastewater, Collection and Sewer Service.** Concurrently with 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 and proposed easements shown on the Final Development Plan and/or subdivision plat for the Property. The storm water and wastewater systems referenced above shall be designed and constructed in accordance with City regulations, guidelines, and ordinances. All plans, reports, and construction documents relating to the design and construction of the storm water collection systems shall be reviewed and approved by the City prior to any construction.

5.5 **Streets and Other Rights of Way.** All streets and roads will be designed and constructed in accordance to City standards and with the Santa Fe City Code, and

dedicated to the City as shown on the subdivision plat and development plan.

5.6 Letter of Credit or Bond.

5.1.1 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.

5.1.2 The Landowner shall provide a 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.

6. **ARCHAEOLOGICAL REVIEW ORDINANCE.** Prior to annexation of the Property the Landowner shall be in compliance with Section 14-75 SFCC (1987).

7. **UTILITIES.** The Property shall be served only with underground utilities.

8. **TRAFFIC IMPACT REPORT.** Prior to the development of the Property a final traffic impact report, illustrating the traffic generated and the impact of the circulation on system within the Property and surrounding area shall be provided to the City.

9. **PARKS.** The Landowner shall dedicate open space as required by the Santa Fe City Code (1987).

10. WELLS AND WATER RIGHTS.

10.1 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.

10.2 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.

10.3 The parties agree that the City's Water Budget Ordinance (14-8.13 SFCC 2001) as amended shall be complied with in the development of the Property.

11. **AFFORDABLE HOUSING.** Landowner agrees that in addition to complying with the Santa Fe Home Program, the development will contain and possess and additional ten percent (10%) of the housing sold at prices "affordable" (as defined in the Santa Fe Homes Program) to a family who earns one hundred twenty percent (120%) of the Area Median Income. With respect to said additional ten percent (10%) all of the obligations, rights and benefits of the Santa Fe Homes Program shall be complied with and will be available to Landowner, including without limitation, income qualifications, square footages, and benefits related to the water service and all other waivers of fees and costs allowed by City Ordinance for affordable housing.

12. **IMPACT FEES.** The Landowner agrees to pay impact fees as required by Santa Fe City Code (1987).

13. **ASSIGNMENT.** The Landowner assumes all liability related to this Agreement and shall be responsible for all obligations resulting from this Agreement. 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, provided such assignee agrees to execute and deliver to the City Clerk a duly acknowledged certificate by which such assignee assumes liability and agrees to perform

all obligations of Landowner with respect to the portion of the property owned by such assignee. Any assignees shall be bound to the terms and conditions of this Agreement to the same extent that the Landowner is bound.

14. **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.

15. **EXECUTION OF DOCUMENTS.** The Parties agree to execute all documents contemplated expressly or impliedly by this Agreement.

16. **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.

17. **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.

18. **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.

19. **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.

20. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit

of, the Parties and their respective heirs, successors and permitted assigns.

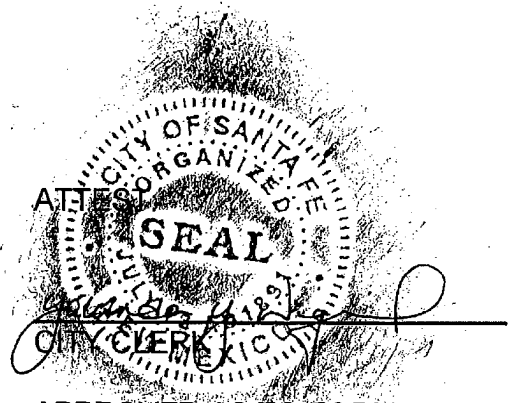
21. **AGREEMENT.** This Agreement states the entire agreement of the Parties. The provisions of this agreement shall be severable and may be modified only in writing. This Agreement shall not relieve the Landowners from complying with present or future City ordinances, duly adopted resolutions or regulations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

22. **AMENDMENTS.** Any amendments to this Agreement or the Subdivision plan and development plan shall be reviewed by the Planning Commission and sent to the City Council for approval.

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

CITY OF SANTA FE


THE HONORABLE DAVID COSS, MAYOR



APPROVED AS TO FORM:


CITY ATTORNEY

LANDOWNER:

EZMO, LLC, a New Mexico
Limited corporation,

By: *Greg Gonzales*
Greg Gonzales, its Manager

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 20th day of September
2007, by Greg Gonzales.

Michael L. Winger
Notary Public
My Commission Expires: 6-17-09

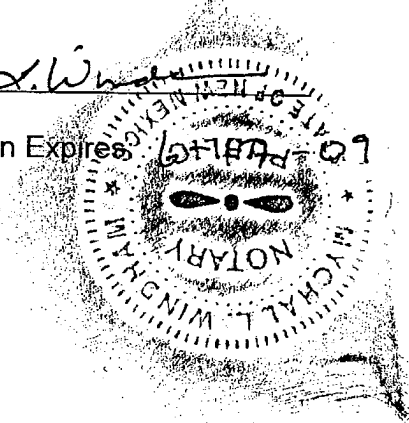


Exhibit "1"

Annexation Agreement Cielo Azul

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 25, 28 & 27 OF SECTION 6, IN S.H.C. 6428 TR. 1, S.H.C. 709 TR. 1, S.H.C. 5020 TR. 1, T16N, R9E, N.M.P.M. AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE, NM, CONTAINING 40.749 AC. ± TOTAL

DEDICATION/AFFIDAVIT KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BEING ALL OF THE OWNERS OF THE LANDS DEPICTED HEREON, HAVE CAUSED TO BE ANNEXED SAID LANDS INTO THE CITY LIMITS OF THE CITY OF SANTA FE, NEW MEXICO, ALL THAT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED. SAID ANNEXATION IS COMPRISED OF 40.749 AC. ±

[Signature]
JEFFREY WOODRUFF, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
I, *[Signature]*, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 24th day of November, 2008, by the above named party.

[Signature]
NOTARY PUBLIC
11-20-08
BY COMMISSION EXPIRES

[Signature]
MARK PALMISTO, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
I, *[Signature]*, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 24th day of November, 2008, by the above named party.

[Signature]
NOTARY PUBLIC
11-20-08
BY COMMISSION EXPIRES

[Signature]
GREG GYLL, MANAGING MEMBER OF ECHO LLC.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
I, *[Signature]*, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 24th day of November, 2008, by the above named party.

[Signature]
NOTARY PUBLIC
11-20-08
BY COMMISSION EXPIRES

CITY OF SANTA FE,
NEW MEXICO APPROVALS
APPROVED BY THE SANTA FE NEW MEXICO CITY COUNCIL AT 11:18
MEETING OF JUNE 25, 2008.
CITY ORDINANCE NO. 2008-06

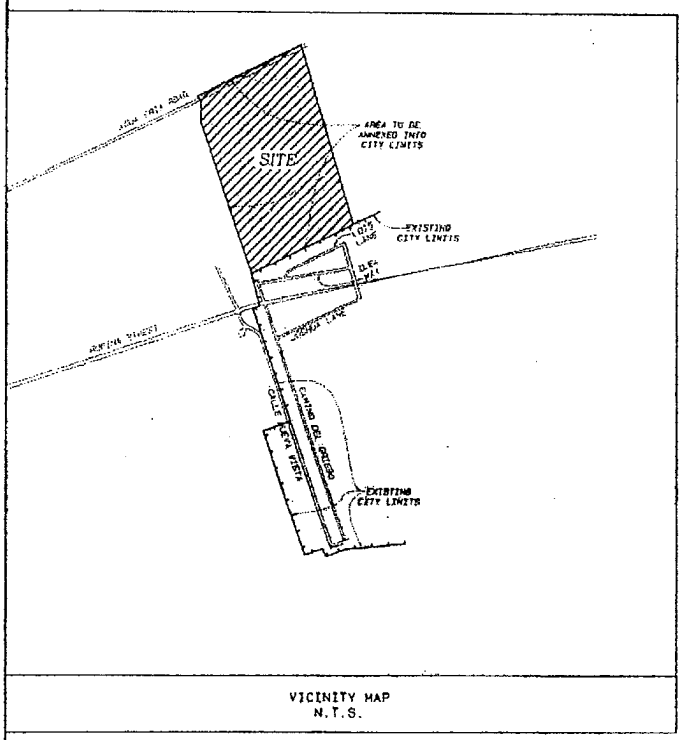
[Signature] 11/27/07
DATE



[Signature] 11-27-07
DATE

[Signature] 11/26/07
DATE

[Signature] 11/14/2007
DATE



LEGAL DESCRIPTION

Commencing at the Point of Beginning along the right-of-way of Agua Fria Road from which a U.S.G.L.O. Break Cap Survey Project, 22 SEC. PROCEEDING, M204, P1, REC. 110X, P9E, 36, dated 1914 bears South 05°14'24" West, a distance of 55.80'; Thence from said point of beginning North 28°18'19" West, a distance of 55.80'; Thence North 83°28'41" East, a distance of 200.80'; Thence North 63°00'20" East, a distance of 204.10'; Thence North 81°54'20" East, a distance of 126.90'; Thence North 61°00'00" East, a distance of 439.20'; Thence South 18°30'21" East, a distance of 67.52'; Thence South 16°32'59" East, a distance of 1840.50'; Thence South 84°38'59" West, a distance of 1030.00'; Thence North 18°10'53" East, a distance of 143.80'; Thence North 00°12'28" East, a distance of 179.69' to the Point of Beginning, Containing 40.749 AC. ±, more or less.

- ### DOCUMENT & REFERENCE NOTES
- 17 BASES OF MEASUREMENTS TO BE TAKEN DIRECTLY FROM GPS OBSERVATION.
 - 20 REFER TO A PLAT OF SURVEY ENTITLED "LOT LINE ADJUSTMENT AND CONSOLIDATION FOR ANTONIO LOPEZ," BY SALVADOR E. VEJIL, N.M.P.S., NO. 4403 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 340, PAGE 003.
 - 31 REFER TO A PLAT OF SURVEY ENTITLED "PLAT OF SURVEY REQUESTED BY ANTONIO LOPEZ ET AL.," BY SALVADOR E. VEJIL, N.M.P.S., NO. 4405 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 132, PAGE 004.
 - 40 REFER TO A PLAT OF SURVEY ENTITLED "FAMILY TRANSFER FOR FELICIANO B. RODRIGUEZ," BY SALVADOR E. VEJIL, N.M.P.S., NO. 4408 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 333, PAGE 004.
 - 51 REFER TO A PLAT OF SURVEY ENTITLED "RIGHT OF WAY DEDICATION AND EASEMENT SURVEY FOR ROADFRANER WEST MOBILE HOME PARK" BY ALLEN C. GRICE, A.S., NO. 12449 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 418, PAGE 010-013.
 - 61 REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF TRACT 'C' OF THE RODRIGUEZ FAMILY TRANSFER," BY MITCHEL R. NORMAN, N.M.P.L.S., NO. 8908 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 497, PAGE 004.
 - 71 REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT D OF THE ALICIA SUBDIVISION WITHIN A PORTION SHG 1227, TRACT 3 D, A PORTION OF S.H.C. 844, TRACT 1," BY MITCHEL R. NORMAN, N.M.P.L.S., NO. 8908 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 574, PAGE 049.
 - 81 REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY OF ANNEXATION OF TRACT 'B' OF FAMILY TRANSFER FOR FELICIANO B. RODRIGUEZ & THE "MCS TRACT" WITHIN A PORTION OF S.H.C. 844 TRACT 1, A PORTION OF SHG 1227, TRACT 3 D, BY MITCHEL R. NORMAN, N.M.P.L.S., NO. 8908 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 534, PAGE 000.
 - 91 REFER TO A PLAT OF SURVEY ENTITLED "MUEVA VISTA SUBDIVISION" BY SALVADOR E. VEJIL, N.M.P.S., NO. 4402 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 426, PAGE 004.
 - 101 REFER TO A PLAT OF SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR LORNE & ROADFRANER WEST" BY CARL E. BEYNA, N.M.P.S., NO. 4058 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 406, PAGE 007.
 - 131 REFER TO A PLAT OF SURVEY ENTITLED "PLAT OF SURVEY FOR PRUITOSO A. AND DORA W. WEST" BY SALVADOR E. VEJIL, N.M.P.S., NO. 4409 AND IS RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 21, PAGE 20.
 - 191 REFER TO WARRANTY DEED, MARTA RITA, ANTONIO A., JUAN M., JOSE E. & STELLA V. LOPEZ TO ECHO LLC, RECORDED AS INSTRUMENT #1408306 AT THE SANTA FE COUNTY CLERK'S OFFICE.
 - 192 REFER TO EASEMENT, FREDERICO M. & MARCELO S. LOPEZ TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED IN BOOK 574, PAGE 424.
 - 193 THIS LOT LIES WITHIN ZONE 12' (AREAS OUTSIDE OF 500 YEAR FLOOD PLAIN) AS SHOWN ON 271M PANEL NO. 305009 02210.

GENERAL ANNEXATION PLAT NOTES

- 11 THIS ANNEXATION PLAT IS SUBJECT TO THAT CERTAIN ANNEXATION AGREEMENT RECORDED ON NOVEMBER 2008, AS INSTRUMENT NO. _____ AT PLAT BOOK PAGES _____ THROUGH _____.
- 21 THE PURPOSE AND EFFECT OF THIS ANNEXATION PLAT IS TO MAKE THE LANDS SHOWN HEREON INTO THE CORPORATE LIMITS OF THE CITY OF SANTA FE.

COUNTY OF SANTA FE
STATE OF NEW MEXICO
I, MICHAEL R. NORMAN, N.M.P.L.S., NO. 8908 DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. 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 ON 11/20/08, 20/10/08.

[Signature]
MICHAEL R. NORMAN
11-20-08
N.M.P.L.S. NO. 8908



INDEXING INFORMATION FOR COUNTY CLERK
OWNER: ECHO LLC
FILED: INSTRUMENT #1408306
RECORDING: N/A
SECTION: IN T16N, R9E, SANTA FE LAND GRANT

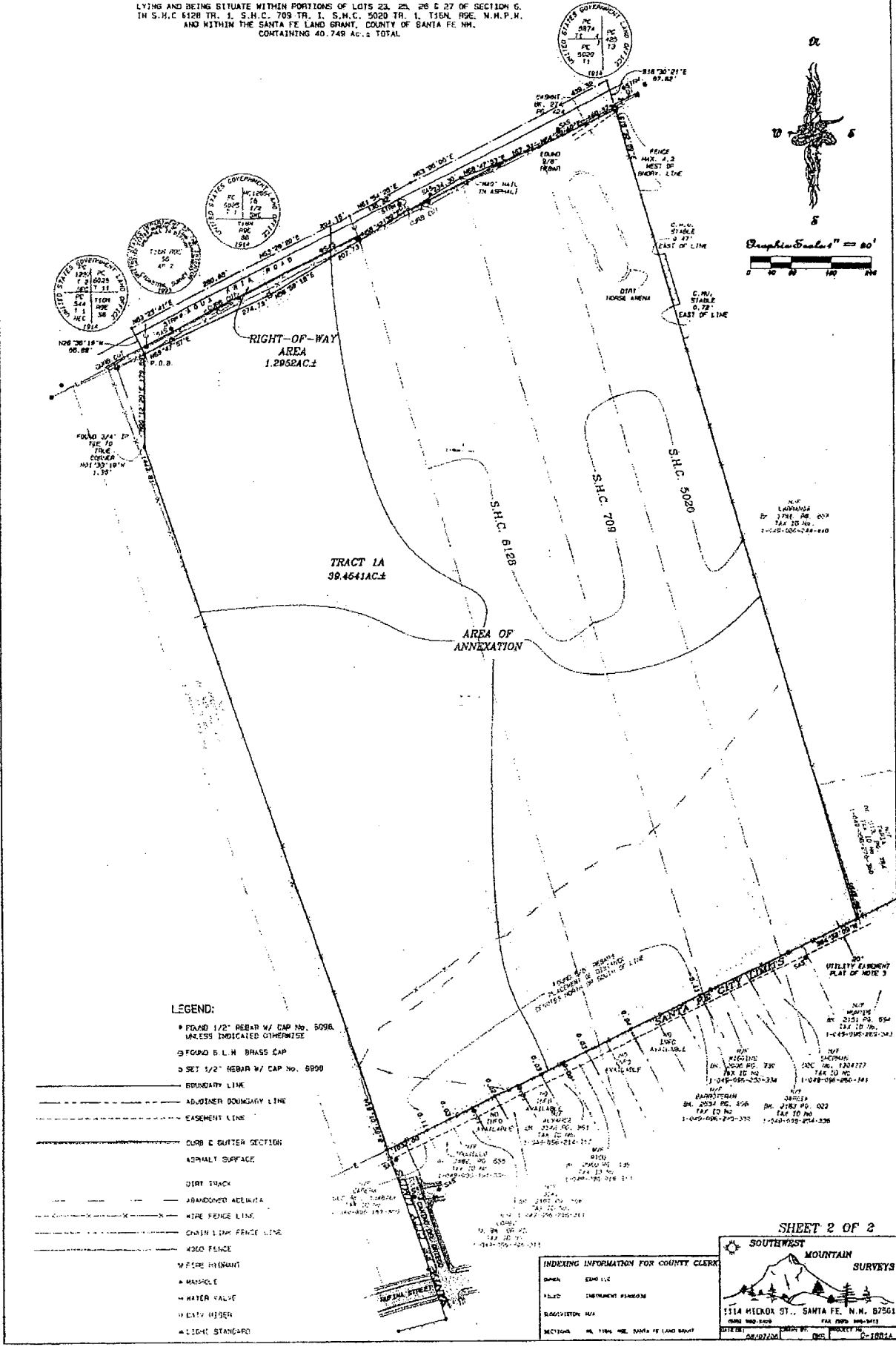
SHEET 1 OF 2

SOUTHWEST MOUNTAIN SURVEYS
3114 HICKOK ST., SANTA FE, N.M. 87501
PHONE: 505-988-8415
FAX: 505-988-8415
WEBSITE: WWW.SOUTHWESTMOUNTAINSURVEYS.COM

SFC CLERK RECORDED 12/05/2007

ANNEXATION PLAT OF TRACT 1A

LYING AND BEING SITUATE WITHIN PORTIONS OF LOTS 23, 24, 26 & 27 OF SECTION 6,
 IN S.H.C. 6128 TR. 1, S.H.C. 709 TR. 1, S.H.C. 5020 TR. 1, T15N, R9E, N.M.P.M.,
 AND WITHIN THE SANTA FE LAND GRANT, COUNTY OF SANTA FE NM,
 CONTAINING 40.748 AC. ± TOTAL



- LEGEND:**
- FOUND 1/2" REBAR w/ CAP NO. 500B, UNLESS INDICATED OTHERWISE
 - FOUND B.L.M. BRASS CAP
 - SET 1/2" REBAR w/ CAP NO. 500D
 - BOUNDARY LINE
 - - - ADJACENT BOUNDARY LINE
 - - - EASEMENT LINE
 - CURB & BUTTER SECTION
 - - - NORMAL SURFACE
 - - - DIRT TRACK
 - - - ABANDONED ADJACENT
 - - - WIRE FENCE LINE
 - - - CHAIN LINK FENCE LINE
 - - - KNOX FENCE
 - - - W/ FENCE HEIGHT
 - - - W/ FENCE VALVE
 - - - W/ FENCE HUBS
 - - - W/ FENCE STAND-POD

INDEXING INFORMATION FOR COUNTY CLERK

OWNER: EDNA L.C.
 FILED: INSTRUMENT #38036
 REGISTRATION #14
 SECTION: 15, T15N, R9E, SANTA FE LAND GRANT

SHEET 2 OF 2

SOUTHWEST MOUNTAIN SURVEYS

1114 MICKOLA ST., SANTA FE, N.M. 87501
 PHONE 980-5000 FAX 980-500-1812
 E-MAIL: SWMOUNTAIN@SBCNET.COM

SFC CLERK RECORDED 12/05/2007

<p>Exhibit D - Cielo Azul Annexation Amendment</p>
--

Amendment No. 1

**ANNEXATION AGREEMENT
CIELO AZUL ANNEXATION**

REFERENCE is hereby made to that certain Annexation Agreement by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation (the "City") and EZMO, LLC, a New Mexico corporation (referred to herein as "Landowner") (collectively, the "Party" or "Parties") dated the 20th day of September, 2007 (the Agreement).

WHEREAS, as a condition of approval to the Cielo Azul Annexation Ordinance and Annexation Agreement, the Landowner agreed that the development would contain and possess an additional ten percent (10%) of the housing sold at prices "affordable" (as defined in the Santa Fe Homes Program) to a family who earns one hundred twenty percent (120%) of the Area Median Income; and

WHEREAS, the Landowner is unable to provide the additional ten percent (10%) of affordable housing due to economic conditions.

NOW THEREFORE, the parties hereto agree as follows:

1. To amend Section 11, entitled "Affordable Housing," by removing the section in its entirety and substituting in its place, thereof, the following:

Landowner agrees to comply with the Santa Fe Home Program.

2. This Amendment No. 1 to the Agreement shall be and become effective as of June 18th, 2011.
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

CITY OF SANTA FE

David Coss

David Coss, Mayor

Date: 5/31/11

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil
City Clerk *comty 4/13/11*

APPROVED AS TO FORM:

Geno Zamora
Geno Zamora, City Attorney

LANDOWNER:

EZMO, LLC, a New Mexico
Limited Corporation

By: *Greg Gonzalez*

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 26th day of May,
2011, by Greg Gonzalez.



OFFICIAL SEAL
Ernestina Y. Dominguez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 01-14-2012

Ernestina Y. Dominguez
Notary Public
My Commission Expires: January 14, 2012