



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 03/26/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 03/17/14**

**ISSUE:**

17. Request for Approval of Cooperative Services Agreement – Access to Public Facilities for Annual Summer Youth Program and Other Community Uses; Santa Fe Public Schools. (Isaac Pino)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of cooperative services agreement for access to public facilities for Annual Summer Youth Program and other Community uses with Santa Fe Public Schools.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, FEBRUARY 24, 2014**

**ITEM 8**

REQUEST FOR APPROVAL OF THE COOPERATIVE SERVICES AGREEMENT BETWEEN SANTA FE PUBLIC SCHOOLS AND THE CITY OF SANTA FE (ISAAC PINO)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON WURZBURGER			
COUNCILOR CALVERT	X		
COUNCILOR IVES	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		

# City of Santa Fe, New Mexico

# memo

February 14, 2014

To: Mayor and City Council

From:   
Isaac J. Pino

Director Public Works Department and Community Services Department

Re: Cooperative Services Agreement between Santa Fe Public Schools and the City of Santa Fe

## SUMMARY

Recognizing the continued responsibility of the City of Santa Fe (COSF) and the Santa Fe Public Schools (SFPS) to cooperatively provide access to public facilities primarily for the benefit of youth and youth programs in the community, the continuation of a Cooperative Services Agreement (CSA) is recommended. The proposed CSA is based on four principles:

- The health, safety, educational and recreational needs of the youth of our community take precedence in planning access to City and District facilities.
- Access by the community to all of our facilities should be maximized through regular and on ongoing communication and planning between both entities at the staff and Board/Council levels.
- Once the fundamental and essential needs and uses of the facilities of the SFPS and COSF are met, access to District and City Facilities should be prioritized for community use.
- The agreement assumes a cost neutral relationship between the COSF and the SFPS.

Essentially the agreement address indoor facility use (gymnasiums, pools); use of facilities for the COSF annual Summer Youth Program; outdoor field use; Police officers in the schools; new programs; existing relationships (Annexation agreement for Tierra Contenta, Lease agreement for Sweeney and Wood Gormley Elementary School soccer fields, Lease agreement for Atalaya Park Development) and the use of the Santa Fe Public Transit system.

Significantly different from the recent CSA is the removal of the reference to the Crossing Guard Program (which is now covered by separate agreement) and the Arts Education Program (which is now covered b Partners in Education). The use of facilities by recreational leagues will be handled directly by SFPS. The Purchase of Services has been eliminated since the opportunity for its use is very limited (although provisions for the Summer Youth Program meals and transportation are still in the agreement).

Page 2  
CSA memo to Mayor and Council  
February 14, 2014

**STATUS**

The most recent CSA was adopted by both the City Council and Board of Public Education in October 2010 and has technically expired. It ran for a term of three years. SFPS and COSF have continued to honor the provisions of that agreement until a new one could be considered and adopted.

The proposed CSA has already been presented and adopted by the Board of Education on February 4, 2014. The term of the agreement is three years.

**RECOMMENDATION**

It is recommended that the City Council approve and adopt the Cooperative Service Agreement to memorialize the continued cooperation between both organizations to maximize the use of public facilities primarily for youth programs and other community uses. Attached to this is a copy of the recently expired CSA. Also attached is the proposed agreement as adopted by the Board of Education. Additional attachments included the annexation agreement referenced in this memo along with the associated leases.

**Cooperative Agreement  
Between  
Santa Fe Public Schools and the City of Santa Fe  
January 1, 2014 – June 30, 2016**

**1. Values Statement**

The Santa Fe Public Schools (District), a community school district, and the City of Santa Fe (City), recognize our mutual responsibility to the residents of the Santa Fe region. Both public entities provide critically needed services at schools, parks, community centers, senior centers, and other settings. Our respective facilities are needed by all citizens for recreation, education, community forums and other essential and discretionary activities. Recognizing the centrality of our functions in the community, the purpose of this Cooperative Agreement is to establish a partnership between the District and the City that maximizes the shared utility of our facilities, resources and services and minimizes the barriers to cooperation between us.

This Agreement is based on four fundamental principles:

- a. The health, safety, educational and recreational needs of the youth of our community take precedence in planning access to City and District facilities.
- b. Access to the community at all of our facilities should be maximized through regular and ongoing communication and planning between both entities at the staff and Board/Council levels.
- c. Access to District facilities by City programs should be prioritized above all other entities, once the educational needs of the District are fully addressed. Access to City facilities by District stakeholders should be prioritized above all other entities, once essential needs of the city are fully addressed.
- d. This Agreement assumes a cost neutral relationship between the District and the City, based fundamentally on the premise that services granted by one to the other benefit the entire community.

This Agreement is further intended to subsume a substantial number of historic and current contractual relationships, MOU's and informal agreements (refer to attached Appendix A), and to provide a conceptual framework for future agreements and relationships in the general categories of indoor facility use, outdoor field use, purchase of services, joint coordination of facilities use by other community entities, the cross guard program and expediting of access to services and facilities.

The success of this Agreement will be in large part dependent on ongoing communication between the two entities. Pursuant to this principle, each entity shall appoint a lead person who shall participate in all conversations about the general relationships, who shall delegate to appropriate staff the implementation

of specific agreements, and who shall serve as the focus for reconciliation of all disputes between the two entities. These two lead contacts will meet at least telephonically as needed to discuss the ongoing relationships between the District and City. The Superintendent and City Manager will attempt to meet at least annually to review the performance related to the Agreement.

## 2. Indoor Facility Use

The District agrees that the City will have priority access to its gymnasiums and other multi-purpose facilities for recreational programs that benefit – in order of priority – youth and then: parents or other adults. Access to non-recreational school facilities will also be prioritized for City-sponsored functions. Once District needs are met, the District's Facility Use Coordinator will work with City staff to determine the sites and times that will be available for City recreation and related programs. Scheduling of these facilities will be determined through the SFPS Facility Use Application process. Priority will always be given to use of District facilities by youth, but both entities will seek a balance of youth and adult programs in order to maximize benefit to the community. Facilities will be offered to the City at a discounted rate, or at no cost, where possible, however, custodial overtime fees and/or fees for security services are not subject to waiver by the District. District facilities shall be offered to the City at no cost for neighborhood notification meetings, City staff meetings, and other programs that are of benefit to the community.

The City agrees the District programs will have priority access to its swimming pools, gyms, and other recreational facilities after normal and customary public programming. Access to these facilities will be scheduled with appropriate City and District staff. Facilities will be offered to the District at a discounted rate or at no cost, where possible. City facilities shall be offered to the District at no cost for use by their executive staff, to include executive meetings, wellness programs and school to career programs, and other programs that are of benefit to the community.

## 3. Summer Youth Program

Given the scope and importance of the City's Summer Youth Program (SYP), discussions about school sites and terms of use will begin no later than January 31<sup>st</sup> of the year in which the program will occur. The District will commit to providing adequate space for this program within the limitations imposed by its academic summer schools, other educational programs, and construction. All possible efforts will be made to avoid changing the agreed upon sites after that date. The City and the District agree to work together to enhance the educational offerings in this program at time, expertise, and funding allow.

Prior to the scheduled start of the SYP, staff from the City of Santa Fe's Community Services Department Youth Programs and the staff from the SFPS Facility Office will have a kick off meeting and tour each site planned for use in the program. A determination on pre and post program condition of the facility will be documented and acknowledged by the City and the District. Custodial services, cleaning supplies, and toiletries will be provided by the City SYP for the duration of the program use.

District facilities are not available for use under this agreement on Sundays or during District holidays and closures.

**4. Outdoor Field Use**

The District agrees that the City will have priority access to its athletic field, tennis courts and basketball courts for recreational programs that benefit – in order of priority – youth and their parents or other adults. Once District needs are met, the District’s Facilities Use Coordinator will work with City staff to determine the sites and times that will be available for City recreational programs. Access to these fields will be determined by the Coordinator following the SFPS Facility Use Application. Priority will always be given to use of District fields by youth, but both entities will seek a balance of youth and adult programs in order to maximize benefit to the community. Fields will be offered at a discounted rate.

District fields are not available for City use on Sundays or during District holidays and closures.

The District will post signage indicating joint-use of the facility or field and hours of use by the public for facilities specifically shared by the City and District which include Atalaya and Santa Fe High School Tennis Courts, Wood Gormley and Sweeney Soccer fields and Cesar Chavez Park. Occasionally, fields or facilities may be closed to the public due to maintenance or safety concerns.

The City agrees that District programs will have priority access to its parks and other outdoor recreational fields after normal and customary public programming. Access to these facilities will be scheduled with appropriate City and District staff. Facilities will be offered to the District at a discounted rate (in the case of enterprise facilities) or at no cost, where possible.

**5. Police Officers in the Schools Program**

Both the District and City recognize the importance of having uniformed police officers based at each of the comprehensive high schools, and both entities are in agreement to review annually the addition of these officers to the high school campuses based on available funding through the District, the City or future grant opportunities. The City Manager, Police Chief, Deputy Superintendent and high school principals will meet prior to annual budget meetings to review such possibility.

**6. New Program and Facility Opportunities**

The City and District acknowledge existing agreements and relationships not otherwise articulated in the Agreement between the District and the Arts Commission, Children and Youth Commission, Police and Fire Departments, Traffic Division, Park Division, Recreation Divisions and other City departments. Incorporated by reference in the Agreement are the Memoranda of Understanding, leases, and other contractual documents listed in Appendix A or as attachments to Appendix A. As this Agreement is

codified in future contractual documents, as additional appendix will be developed to articulate annual timelines for the negotiation, completion, update and implementation of specific program relationships.

7. Existing Relationships

The City and the District agree to explore opportunities for joint development of future facilities and/or programs that are of mutual interest to each entity and of benefit to the community as a whole. Representatives of each entity will jointly conduct an annual needs assessment for review and prioritization by their respective governing body and delegation to appropriate staff for implementation.

8. Santa Fe Public Transit System

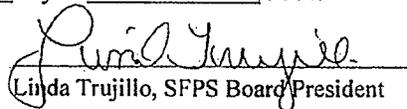
The City and District agree to inform students and faculty about public transportation services available on an annual basis about the greater Santa Fe Area and, specifically, to encourage use of Santa Fe Trails where published routes and schedules are able to meet transportation needs. In order to initiate and support the use of Santa Fe Trails bus system by youth of the community, City Council has eliminated fares for anyone eighteen years of age or younger. In order to further promote the system to youth, Santa Fe Trails staff will visit District classrooms, and other school sponsored events, to inform and educate youth about bus routes and schedules and instruct them in the proper use of the system. Santa Fe Trails staff will also work directly with teachers to facilitate using Santa Fe Trails to transport students on established bus routes for field trips, summer programs, and/or after school programs, wherever feasible and in accordance with the New Mexico Public Schools Insurance Authority Guidelines. Teachers, staff or chaperones, accompanying the students on such field trips may ride at no cost. By engaging in the cooperative partnership, the City and District will not only augment the public school bus system, but will also familiarize a new generation of riders about the benefits of public transportation.

9. Term of Agreement

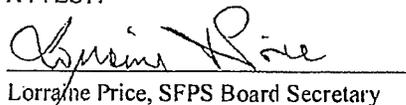
The term of agreement shall be three years upon approval of the Governing Body. Also, an annual review of the entire agreement shall be conducted by the City Manager and the Deputy School Superintendent.

Cooperative Agreement between Santa Fe Public Schools and the City of Santa Fe signed the \_\_\_\_ day of \_\_\_\_\_, 2014.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

  
Linda Trujillo, SFPS Board President

ATTEST:

  
Lorraine Price, SFPS Board Secretary

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SANTA FE:**

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

3/10/14

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

\_\_\_\_\_  
4. Cooperative Agreement  
Santa Fe Public Schools /City of Santa Fe

Appendix A

1. Restated Annexation Agreement, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands (1994)
2. Lease Agreement: Sweency/Wood Gormley Elementary Schools Soccer Fields (1995)
3. Lease Agreement: Atalaya Park Development (1978)

**Cooperative Agreement  
Between  
Santa Fe Public Schools and the City of Santa Fe  
July 1, 2010 – June 30, 2013**

**1. Values Statement**

The Santa Fe Public Schools, a community school district, and the City of Santa Fe recognize our mutual responsibility to the residents of the Santa Fe region. Both public entities provide critically needed services at schools, parks, community centers, senior centers, and other settings. Our respective facilities are needed by all citizens for recreation, education, community forums and other essential and discretionary activities. Recognizing the centrality of our functions in the community, the purpose of this Cooperative Agreement is to establish a partnership between the District and the City that maximizes the shared utility of our facilities, resources and services and minimizes the barriers to cooperation between us.

This Agreement is based on four fundamental principles:

- a. The health, safety, educational and recreational needs of the youth of our community take precedence in planning access to City and District facilities.
- b. Access to the community at all of our facilities should be maximized through regular and ongoing communication and planning between both entities at the staff and Board/Council levels.
- c. Access to District facilities by City programs should be prioritized above all other entities, once the educational needs of the District are fully addressed. Access to City facilities by District stakeholders should be prioritized above all other entities, once essential needs of the City are fully addressed.
- d. This Agreement assumes a cost neutral relationship between the District and the City, based fundamentally on the premise that services granted by one to the other benefit the entire community.

This Agreement is further intended to subsume a substantial number of historic and current contractual relationships, MOUs, and informal agreements (refer to attached Appendix A), and to provide a conceptual framework for future agreements and relationships in the general categories of indoor facility use, outdoor field use, purchase of services, joint coordination of facilities use by other community entities, the crossing guard program, and expediting of access to services and facilities.

The success of this Agreement will be in large part dependent on ongoing communication between the two entities. Pursuant to this principle, each entity shall appoint a lead contact person who shall participate in all conversations about the general relationship between the two entities, who shall facilitate for their respective entity all negotiations regarding specific relationships, who shall delegate to appropriate staff the implementation of specific agreements, and who shall serve as the focus for reconciliation of all disputes between the two entities. These two lead contacts will meet at least telephonically once a month to discuss the ongoing relationships between the District and City. The Board of Education and City Council will attempt to meet at least once annually to discuss the status of this Agreement. The Superintendent and City Manager will

*Cooperative Agreement*

1

*Santa Fe Public Schools/City of SF  
070110 Final*

attempt to meet at least twice annually to discuss the success of the implementation of this agreement and any need for modifications.

## 2. Indoor Facility Use

The District agrees that the City will have priority access to its gymnasiums and other multi-purpose facilities for recreational programs that benefit - in order of priority - youth and then: parents or other adults. Access to non-recreational school facilities will also be prioritized for City-sponsored functions. Once District needs are met, the District's Facilities Use Coordinator will work with City staff to determine the sites and times that will be available for City recreation and related programs. Access to these facilities will be determined by the Coordinator after consultation with the principal or site administrator on an annual basis via MOU. Priority will always be given to use of District facilities by youth, but both entities will seek a balance of youth and adult programs in order to maximize benefit to the community. Facilities will be offered to the City at no cost; however, custodial overtime fees and/or fees for security services are not subject to waiver by the District.

The City agrees that District programs will have priority access to its swimming pools, gyms and other indoor recreational facilities after normal and customary public programming. Access to these facilities will be scheduled with appropriate City staff by the school principal or designee. Facilities will be offered to the District at a discounted rate or at no cost, where possible. However, custodial overtime fees and/or fees for security services are not subject to waiver by the City. City Facilities shall be offered to the District at no cost for use by their executive staff, to include executive meetings, wellness programs and schools to career programs, and other programs that are of benefit to the community.

Given the scope and importance of the City's Summer Youth Recreation program, discussions about school sites and terms of use will begin no later than January 31<sup>st</sup> of the year in which the program will occur. The District will commit to providing adequate space for this program within the limitations imposed by its academic summer schools and other educational programs. All possible efforts will be made to avoid changing the agreed upon sites after that date. The City and the District agree to work together to enhance the educational offerings in this program as time, expertise, and funding allow. Transportation fees for summer programs shall be funded equally by the District (\$20,000) and (\$20,000) for an amount not to exceed \$40,000. As the summer progresses and it appears that the costs will exceed \$40,000, the number of bus trips will be reduced

## 3. Outdoor Field Use

The District agrees that the City will have priority access to its athletic fields, tennis courts and basketball courts for recreational programs that benefit - in order of priority - youth and their parents or other adults. Once District needs are met, the District's Facilities Use Coordinator will work with City staff to determine the sites and times that will be available for City recreation programs. Access to these fields will be determined by the Coordinator after consultation with the principal or site administrator on an annual basis via MOU. Priority will always be given to use of District fields by youth, but both entities will seek a balance of youth and adult programs in order to maximize benefit to the community. In exchange for this access, the City will provide in-kind services to the District in maintaining fields and courts. Maintenance services may include but not be limited to weed control, horticultural consultation, striping and other event preparation, and multi-team scheduling. Fields will be offered to the City at no additional cost.

The District will post signage indicating joint-use of the facility and hours of use by the public and by the schools for facilities specifically shared by the City and District which include Atalaya and Santa Fe High

*Cooperative Agreement  
Santa Fe Public Schools/City of SF  
070110 Final*

*fyg*

2

School Tennis Courts, Wood Gormley and Sweeney Soccer fields and Cesar Chavez Park.

The City agrees that District programs will have priority access to its parks and other outdoor recreational fields after normal and customary public programming. Access to these facilities will be scheduled with appropriate City staff by the athletic director, school principal or designee. Facilities will be offered to the District at a discounted rate (in the case of enterprise facilities) or at no cost, where possible.

4. **Purchase of Services**

The District and City recognize that certain services desired by the other may require a purchase of services agreement. Examples from the District side may include contracting for buses and drivers or preparation of meals by its Student Nutrition staff. Examples from the City side may include use of the Genoveva Chavez Community Center or the Municipal Recreation Centers. Establishment of prices for particular services will be coordinated through the Superintendent's designee for the District and City Manager's designee for the City, but should reflect cost or discounted cost, where possible. Documentation of actual cost and/or discount will be provided by the charging entity upon request by the purchasing entity.

5. **Joint Coordination of Facilities Use by Other Community Entities**

Some large non-profit and for-profit youth recreational leagues use both District and City fields, parks, gymnasiums, and courts. Examples of such programs include Kids at Play, Young American Football League, and Santa Fe Independent Youth League. In order to maximize the utility of all facilities and fields in the fairest manner possible, scheduling for these large programs will take place cooperatively among league representatives, City staff, and District staff.

6. **Crossing Guard Program**

This program is essential to the health and safety of the 13,000 children who attend the Santa Fe Public Schools. The District and City agree to continue splitting the cost of the program evenly. In order, though, to ensure proper budget support from the District, the cost of the program will be determined and agreed to in a face-to-face meeting between District and City representatives no later than January 31<sup>st</sup> of the calendar year in which the new cost will take effect (approximately seven months prior to the beginning of the school year). Quarterly invoices for program costs will be submitted to the District no later than thirty (30) days after the end of the quarter for the first three quarters, and no later than June 15<sup>th</sup> following the end of the school year on or about June 1<sup>st</sup>. Failure to meet this last time line will result in payment delays into the next fiscal year and a requirement to rewrite and execute the ensuing year's contract between the District and City to reflect a fifth "quarter." Expenses for the crossing guard program shall be incurred on a 50/50 basis by the City and the District.

7. **Arts Education Program**

The District and the City jointly state their support for and belief in the power of arts education to enrich the lives of students, foster academic achievement and provide career opportunities. By working together, the District and the City hope to establish the arts as a basic part of a child's education. The City supports arts education through grants

*Cooperative Agreement  
Santa Fe Public Schools/City of SF  
070110 Final.fyg*

made by the Children and Youth Fund and the Arts Commission, and programming offered by the Arts Commission. The District supports arts education through a commitment to annual, renewable funding for professional development, and supplies and materials for all schools.

8. **Police Officers in the Schools Program**

Both the District and City recognize the importance of having uniformed police officers based at each of the comprehensive high schools, and both entities are in agreement to review annually the addition of these officers to the high school campuses based on available funding through the District, the City or future grant opportunities. The City Manager, Police Chief, Deputy Superintendent and high school principals will meet annually not later than January 31 to review such possibility.

9. **Expediting of Access to Services and Facilities**

The District commits to expediting any emergency or short-notice request for use of its facilities by a City program, if feasible. The City, in return, commits to assisting the District with timely access to services, goods, permits, and facility access, in all cases; each entity will attempt to preserve the budget neutrality of this Agreement

10. **New Program and Facility Opportunities**

The City and the District agree to explore opportunities for joint development of future facilities and/or programs that are of mutual interest to each entity and of benefit to the community as a whole. Representatives of each entity will jointly conduct an annual needs assessment for review and prioritization by their respective governing body and delegation to appropriate staff for implementation.

11. **Existing Relationships**

The City and the District acknowledge existing agreements and relationships not otherwise articulated in this Agreement between the District and the Arts Commission, Children and Youth Commission, Police and Fire Departments, Traffic Division, Parks and Recreation Divisions and other City departments, Incorporated by reference in this Agreement are the Memoranda of Understanding, leases, and other contractual documents listed in Appendix A or as attachments to Appendix A. As this Agreement is codified in future contractual documents, an additional appendix will be developed to articulate annual timelines for the negotiation, completion, update and implementation of specific program relationships.

12. **Santa Fe Public Transit System**

The City and District agree to inform students and faculty about public transportation services available on an annual basis about the greater Santa Fe area and, specifically, to encourage use of Santa Fe Trails where published routes and schedules are able to meet transportation needs. In order to initiate and support the use of Santa Fe Trails bus system by youth of the community, City Council has eliminated fares for anyone eighteen years of age or younger. In order to further promote the system to youth, Santa Fe Trails staff will visit District classrooms, and other school sponsored events, to inform and educate youth about bus routes and schedules and instruct them in the proper use of the system. Santa Fe Trails staff will also work directly with teachers to facilitate using Santa Fe Trails to transport students on established bus routes for field trips, summer programs, and/or after school

*Cooperative Agreement  
Santa Fe Public Schools/City of SF  
070110 Final  
bjg*

4

programs, wherever feasible and in accordance with the New Mexico Public Schools Insurance Authority Guidelines. Teachers, staff or chaperones accompanying the students on such field trips may ride at no cost. By engaging in this cooperative partnership, the City and District will not only augment the public school bus system, but will also familiarize a new generation of riders about the benefits of public transportation..

**13. Term of agreement**

The term of agreement shall be three years upon approval of the Governing Body. Also, an annual review of the entire agreement shall be conducted by the City Manager and the Deputy School Superintendent.

Cooperative Agreement between Santa Fe Public Schools and the City of Santa Fe signed the \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Richard Polese, SFPS Board President

\_\_\_\_\_  
Mary Ellen Gonzales, SFPS Board Vice President

\_\_\_\_\_  
Barbara Gudwin, SFPS Board Secretary

\_\_\_\_\_  
Frank Montano, SFPS Board Member

\_\_\_\_\_  
Angelica Ruiz, SFPS Board Member

\_\_\_\_\_  
Bobbie J. Gutierrez, Superintendent

**PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Richard Polese, SFPS Board President

ATTEST:

\_\_\_\_\_  
Barbara Gudwin, SFPS Board Secretary

*Cooperative Agreement  
Santa Fe Public  
Schools/City of SF  
070110 Final  
bjg*

CITY OF SANTA FE

\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
KATHRYN RAVELING, FINANCE DIRECTOR

## Appendix A

1. **Restated Annexation Agreement, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands (1994)**
2. **Lease Agreement: Sweeney/Wood Gormley Elementary Schools Soccer Fields (1995)**
3. **Lease Agreement: Atalaya Park Development (1978)**
4. **Lease Agreement: Tino Griego Pool/La Farge Library (1977)**
5. **Professional Services Agreement, Crossing Guard Program (2002-2003)**

**RESTATED ANNEXATION AGREEMENT  
TIERRA CONTENTA, WOLGAMOOD SUBDIVISION  
AND CONTIGUOUS LANDS (EAST)**

1122756

This Restated Annexation Agreement ("Agreement") is made and entered into by and between the City of Santa Fe, New Mexico, a New Mexico municipal corporation ("City"), Tierra Contenta Corporation, a New Mexico non-profit corporation, ("Tierra"), Elisia Partnership, a New Mexico general partnership ("Elisia"), Kenneth Prater ("Prater"), New Mexico School for the Deaf ("School for the Deaf"), Santa Fe Board of Education ("Board of Education"), Herrera Associates, a New Mexico general partnership ("Herrera"), and Dr. Joe L. Hernandez, ("Hernandez"). Tierra, Elisia, Prater, School for the Deaf, Board of Education, Herrera and Hernandez, are hereinafter sometimes collectively referred to as "Landowners." This Agreement shall be effective as of the date set forth in paragraph 27 ("Effective Date").

**RECITALS**

- A. Landowners are the collective owner of certain real property in Santa Fe County, New Mexico consisting of approximately 1,421 acres of land situate in Township 16 North, Ranges 8E and 9E, as more fully described on Exhibit 1 attached (the "Property").
- B. On November 1985, the Governing Body adopted Resolution No. 1985-107 amending the Santa Fe Urban Area General Plan pursuant to Case # 1985-32 and Ordinance No. 1985-58, thereby annexing the Property to the City under the terms and conditions of an annexation agreement ("Original Annexation Agreement"). The Original Annexation Agreement, dated November 5, 1985, was approved by the Landowners and the City and filed for record in Book 544 at page 530, records of Santa Fe County, New Mexico.
- C. Pursuant to Ordinance No. 1985-59, approximately 1,391 acres of the Property owned by Tierra, School for the Deaf, Santa Fe Board of Education, Elisia and Prater were rezoned from a "R-1 Residential District" ("R-1") to "PRC Planned Residential Community" ("PRC"), now governed by §14-31 SFCC (1987), pursuant to a master plan ("Original Master Plan") approved by the City and the Landowners.
- D. Those portions of the Property owned by Herrera and Hernandez ("Adjoining Owners") remained zoned as R-1 and are now governed by §14-17 SFCC (1987). An application for rezoning is concurrently under consideration by the City, and, prior to the Effective Date of this Agreement these properties may have been rezoned by the City.
- E. It is the intention of the parties to this Agreement that the Original Annexation Agreement and Original Master Plan shall be superseded in their entirety and that this Agreement and attached exhibits shall substituted therefor, and further, that the Original Annexation Agreement and Original Master Plan shall be deemed to be of no further force and effect and shall not be binding upon any owner of any portion of the Property.

F. Certain provisions of this Agreement shall apply only to the properties owned by Tierra, Elisia, Prater, Board of Education, and the successors and assigns of the School for the Deaf, excluding any successor or assign that is a state or local governmental entity or agency governed by restrictions set forth in the New Mexico Constitution ("NMSD Assigns"). Collectively Tierra, Elisia, Prater, the Board of Education and NMSD Assigns are identified as the "PRC Owners".

1122757

G. The City approved this Agreement in a duly called meeting on February 23, 1994.

### AGREEMENTS

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

1. **ANNEXATION PLAT.** The Property, previously annexed to the City, is fully described on the annexation plat titled *Annexation Plat for Tracts 1 Thru 9, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands (East) within Township 16 North, Ranges 8 & 9 East, New Mexico Principal Meridian, Santa Fe County, New Mexico, June 1985*, ("Annexation Plat") a true and correct copy of said Annexation Plat is attached hereto as Exhibit 1. The Annexation Plat complies with §14-9.6(D) SFCC (1987).

2. **THE MASTER PLAN.** Landowners have approved a revised master plan for uses of the Property and as described on the plat of survey titled *Master Plan PRC and Annexation* (the "Master Plan"). Landowners have further approved a revised phasing plan as described on the plat of survey titled *Phasing Master Plan* (the "Phasing Plan"). Both the Master Plan and Phasing Plan comply with §§14-9.6(D) SFCC (1987). True and correct copies of the Master Plan and Phasing Plan are attached as Exhibit 2.

3. **CITY APPROVAL OF MASTER PLAN AND PHASING PLAN; SUBSEQUENT APPROVALS.** The Master Plan and Phasing Plan contemplate a variety of housing types and additional commercial, institutional, industrial, and recreational land uses for the Property. The City hereby approves the Master Plan and Phasing Plan and agree that each comply with the SFCC (1987). The City agrees to approve rezonings, preliminary development plans and preliminary subdivision plats for individual tracts within the Property, provided such rezonings plats and plans conform to the Master Plan and Phasing Plan, the SFCC 1987, as amended, and the provisions of this Agreement. The City agrees to approve final development plans and final subdivision plats that substantially conform to previously approved preliminary plats and plans.

4. **MODIFICATION OF URBAN AREA GENERAL PLAN; MODIFICATION OF MASTER PLAN.**

A. The Master Plan, including its designations of the PRC district, shall become part of the Santa Fe Urban Area General Plan. Modifications of the Master Plan, including, without limitation, relocations or modifications of improvements as shown on the Master Plan, must be approved by the City, as provided below.

B. Minor relocations and modifications, such as relocation of utility lines, roadways and minor variations of the Phasing Plan, otherwise consistent with the general intent of the Master Plan, shall be approved administratively by the director of the technical review division of the City or such other division later charged with the authority to review development proposals ("Technical Review Division") 1122758

C. Major modifications and relocations shall be approved by the development review committee or such other committee delegated the authority by the governing body of the City to grant final approval of final subdivision plats and final development plans ("Development Review Committee"). The determination as to whether any proposed modification is "major" or "minor" shall be made by the members of the "Development Review Team", comprised of members of City staff and the interdepartmental team charged with the responsibility to review development projects. Only major modifications to the Master Plan shall require an amendment to the Master Plan and approval by the Development Review Committee.

D. Notwithstanding the foregoing, any increase in the number of dwelling units or area of commercial use must be reviewed first by the Development Review Committee and thereafter, the Committee shall forward its recommendations to the Governing Body.

5. **DEVELOPMENT OF THE PROPERTY.**

A. The Property shall be developed in accordance with the Master Plan.

B. The Master Plan includes the following categories of land uses:

(1) Those portions of the Property owned by the PRC Owners, currently zoned as PRC, shall be developed in accordance with the PRC zoning ordinance outlined in §14-31 SFCC (1987). To the extent then required by the Santa Fe City Code, specific developments within these properties shall meet the standards for all individual tract development as required under §14-31.7 SFCC (1987), and if applicable, any ordinance governing approval of final subdivisions plats. In lieu of standards set forth in the PRC Zoning Ordinance, specific development standards that vary from the PRC Zoning Ordinance may be proposed by any PRC Owner for individual tract development within the PRC district as part of any application for preliminary and final subdivision plat approval or preliminary and final development plan approval to the Development Review Committee. Should any development standards be proposed that materially vary from the PRC development standards, the PRC Owner shall comply with the procedures for notification prior to adoption of specific design standards for each phase as set forth in Section 14-5.4(C)(2), SFCC 1987.

(2) Property currently zoned PRC and owned by the PRC Owners that is proposed on the Master Plan for a village center and office/business incubator uses shall be rezoned to a zoning district or districts that will permit use of the lands for such other uses.

(3) The use of the Adjoining Owners' properties for uses other than R-1 permitted uses shall require rezoning from R-1 to appropriate zoning districts that will permit use of these properties for the multi-family, commercial and industrial uses as such sites are shown on the Master Plan.

1122759

C. Prior to any development of any portion of the Property owned by the PRC Owners, all preliminary and final subdivision plats and preliminary and final development plans shall conform to the Master Plan, this Agreement, and the Santa Fe City Code. If such plats and plans conform to the Master Plan, this Agreement, and the Santa Fe City Code the plats and plans of the PRC Owners shall be approved by the Development Review Committee.

D. The Adjoining Owners shall develop their property in accordance with this Agreement, the Master Plan, the Santa Fe City Code, and any conditions of rezoning.

#### 6. PHASING.

A. The phases currently scheduled for development of the Property by PRC Owners are set forth in the Phasing Plan. Only those portions of the Property owned by PRC Owners and subject to the PRC zoning designation are governed by the Phasing Plan. Changes in the phasing timetable may be reviewed and revised from time to time as conditions change.

B. The Schedule of Improvements for PRC Owners and Adjoining Owners is attached hereto as Exhibit 3.

C. The designated improvements for water, sanitary sewers, storm drainage, streets, dedication of parks and other items as set forth in the Master Plan shall be substantially completed by a PRC Owner, to the satisfaction of the City, for each phase within the Phasing Plan before the construction of such improvements in succeeding phases may be commenced. However, two phases may be undertaken concurrently provided that the PRC Owner can demonstrate to the City a satisfactory timetable for completion of required improvements.

D. At such time as a PRC Owner proposes a particular phase for construction, the City shall determine which improvements for water, sanitary sewers, storm water drainage, streets and dedication of parks and open space are required for that particular phase. Any PRC Owner proposing a phase to be developed shall be required to present a plan to the City which shall include plans for completion of the required improvements in that phase.

E. Any approvals required under this paragraph 6 shall be obtained as provided in paragraph 4.

**7. AFFORDABLE HOUSING.**

A. Tierra shall develop approximately forty percent (40%) of the 3,700 lots or units planned for Tierra's property for families earning at or below eighty percent (80%) of the median family income of the City and for single person households earning under one hundred percent (100%) of the City median household income. The minimum sizes and types of these affordable units in the PRC will be determined by the City and Tierra by separate agreement.

**1122760**

B. Affordable units in the below eighty percent (80%) of median family income category are exempt from impact fees as set forth in this Agreement.

C. The provision of affordable units shall be reviewed on a phase-by-phase basis by the City.

**8. LAND DEDICATED TO THE CITY BY TIERRA.**

A. Tierra agrees to dedicate parcels totalling approximately two hundred fourteen (214) acres of land to the City for City use as parks. The land shall be dedicated according to the Phasing Plan.

B. In addition, an estimated one hundred fourteen (114) acres will be dedicated by Tierra to the City for roadways and drainage, and 2.8 acres for community use. These dedications will occur consecutively with development and upon acceptance by the City.

C. These dedications completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the Tierra property.

**9. PARKS, OPEN SPACE AND OTHER DEDICATIONS.**

A. Concurrently with approval of any final development plan and prior to any development of the Property, each Landowner agrees to dedicate park land and open space to the City as shown on the Master Plan.

B. Such dedications shall be made under the following Schedule:

(1) Tierra will dedicate to the City an estimated 214 acres for parks and open space according to the Phasing Plan.

(2) Elisia agrees to dedicate to the City no less than forty-five (45) acres for park and open space the same being all of the land in the open space system and the neighborhood park (Tract 27) on the Elisia property, at the time Elisia obtains its approval of a Phase 1 final subdivision plat.

(3) The School for the Deaf, or if applicable, NMSD Assigns, agrees to dedicate to the City no less than sixty (60) acres, for park and open space, such land being described as part of the open space system during Phase 2. Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties.

1122761

(4) The Adjoining Owners agree to dedicate to the City no less than ten (10) acres in Arroyo Chamiso for park and open space, such land being described as part of the open space system. Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties or application for a final development permit, whichever occurs first.

(5) The dedications described in this paragraph 9 will completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the School for the Deaf property, if applicable, the NMSD Assigns' property, the Elisia' property, and the Adjoining Owners' property.

C. Concurrently with submission of any preliminary development plan by a PRC Owner or in the case of an Adjoining Owner, a final development plan, and prior to development, the PRC Owner or Adjoining Owner shall contribute to the cost of the multipurpose trail system in the urban park as shown on the Master Plan. The contribution shall be based on the number of residential units approved for that owner's respective property. The cost per residential unit shall be computed by dividing the total cost of the trail system by the total number of residential units approved in the Master Plan. Each contribution for the trail system may be proportionately reduced in the event the City receives City, State or Federal funds for the development of the trail system. The reduction of each contribution shall be in proportion to the ratio of government funds received to total cost of the trail system.

D. At the time of development, the Board of Education shall develop ball fields and/or soccer fields on the two (2) elementary school sites shown on the Master Plan. These fields shall be open for public use subject to the scheduling of school related events by the Board of Education. The City shall maintain these fields according to a separate agreement between the City and the Board of Education.

E. At the time of development, each of the PRC Owners and Adjoining Owners shall be solely responsible for tree plantings, enhanced medians and other landscaping areas along the major roads shown on the Master Plan within each owner's property. The landscape areas and enhanced medians shall be dedicated to the City, after which the City shall maintain these areas.

F. At the time of development, each PRC Owner and Adjoining Owner of any portion of the Property shall develop the park plazas on their respective property as shown on the Master Plan, if any.

G. All parks, trail systems, and open space dedicated to the City shall thereafter be maintained by the City.

10. **CITY SERVICES.**

A. **Fire and Police Protection.** Fire and police protection for development of the Property will be provided by City Police and Fire Department facilities and personnel.

B. **Refuse.** Refuse collection and disposal services within the Property shall be provided by the City or its agents in accordance with the Santa Fe City Code.

C. **Water Service.**

(1) As a condition of development of the Property, each PRC Owner and Adjoining Owner shall connect the proposed development to the Sangre de Cristo Water Company water delivery system using dedicated easements and right-of-way which shall allow extension of water mains through the Property as required by the Sangre de Cristo Water Company and the City. Individual PRC Owners and Adjoining Owners shall dedicate easements or rights-of-way through their portions of the Property as shown on the final subdivision plat to insure the water lines can be built accordingly through the Property.

(2) Each PRC Owner and Adjoining Owner shall construct water lines, as shown on the Master Plan, that run through or adjacent to their property. Each PRC Owner and Adjoining Owner is responsible for constructing the entire water line across that owner's property. In the event that a water line, as shown in the Master Plan, runs adjacent to two or more property boundary lines, then each adjacent PRC Owner or Adjoining Owner will share proportionately in the cost, according to the ratio of each owner's lineal foot frontage adjacent to the water line.

(3) In the event a Landowner constructs a water line on property other than that owner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the water line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a certified schedule of actual costs reasonably incurred in installing the improvements dedicated to the City ("Reimbursement Schedule") with the Technical Review Division.

(4) Reimbursement shall include payment of interest at a rate corresponding to the increase, if any, in the U.S. Bureau of Labor Statistics, All-Urban Consumer Price Index (CPI-U) for all items (the composite of all CPI components) published for the U.S. City Average, West Region, using the index base of the 1982-1984 = 100 or its succeeding index ("CPI") computed by using the CPI as of the month of the date of delivery of the Reimbursement Schedule to the City, as the base figure ("Base Month") compared with the CPI for the same Base Month in the year reimbursement is due ("CPI Interest Rate"). For example: If a Reimbursement Schedule is delivered to

the City in December, 1994 and the CPI for December, 1994 was 150.0 and the reimbursement is due in December 1995, and the CPI for December, 1995 is 157.5, the increase in the CPI would be five percent (5%) resulting in an annual interest rate of five (5%). Notwithstanding the foregoing, the annual CPI Interest Rate shall not be greater than eight percent (8%).

1122762

(5) In exchange for receiving water service, no well shall be drilled on any property owned by the PRC Owners or Adjoining Owners after the Effective Date of this Agreement. No water rights shall be transferred to permit a diversion of water from the properties of PRC Owners and Adjoining Owners.

**D. Wastewater Collection and Sewer Service.**

(1) Wastewater improvements are specified in the Schedule of Improvements attached as Exhibit 3.

(2) It is understood by the parties that the City intends to construct wastewater improvements within the Property that will provide service to areas located outside of the boundary of the Property.

(3) The City and each PRC Owner and Adjoining Owner will contribute a proportionate share of the cost of the south branch Arroyo Chamiso sewer line constructed to serve development within the Property. Such proportionate share shall be based on the cost of an eight inch (8") line and shall be a fraction based on the total developable acreage in the specific tract served by the sewer line, divided by the total developable acreage of all properties served by the sewer line, or such other equitable means of cost distribution as agreed to by each PRC Owner and Adjoining Owner. Payment to the City shall be made at the earlier of recordation of a final subdivisions plat or final development plan ("Sewer Construction Assessment").

(4) Only one Sewer Construction Assessment for construction of the sewer line within the Property shall be levied against any PRC Owner and Adjoining Owner.

(5) In lieu of the procedure set forth in subparagraph 10.D.(3) above, the City and PRC Owners and Adjoining Owners may agree to establish an assessment district for construction of storm water, wastewater collection and sewer service improvements to serve the Property.

(6) Each PRC Owner and Adjoining Owner shall dedicate sewer easements on that owner's tract of the property as shown on a final subdivision plat or final development plan if not already dedicated under paragraph 14. The School for the Deaf will make such dedication of sewer easements as provided in paragraph 14.

(7) The City agrees to complete the engineering and construction of the south branch of the Arroyo Chamiso sewer line, as shown in the Master Plan, within three (3) years from the Effective Date of this Agreement.

1122763

(8) The PRC Owners and Adjoining Owners shall construct and pay for all sewer lines on their property other than the Arroyo Chamiso Line.

(9) In the event a Landowner constructs a sanitary sewer line on property other than that Landowner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the sewer line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a Reimbursement Schedule of actual costs reasonably incurred with the Technical Review Division of the City. Reimbursement shall include payment of interest at the CPI Interest Rate as described in paragraph 10.C.(4).

**E. Streets and Other Rights of Way.**

(1) All streets and roads built by PRC Owners and Adjoining Owners will be designed and constructed in accordance with the Santa Fe City Code (1987).

(2) The PRC Owners and Adjoining Owners shall construct off-site roadway improvements as specified below (a) through (e) related to development of the Property as established by the Master Plan and the detailed Traffic Impact Analysis prepared for the Property pursuant to paragraph 10.F of this Agreement (the "TIA"). The offsite roadway improvements shall exclusively consist of:

(a) three intersections with Airport Road, exclusive of South Meadows Road;

(b) Three intersections with Cerrillos Road;

(c) one at-grade intersection with the Santa Fe By-Pass;

(d) Ocate Road from the Hernandez property to Cerrillos Road;  
and

(e) Country Club Road From Elisia property to Airport Road.

The roadway improvements listed under subparagraphs (a) through (e) above are shown on Exhibit 2 attached hereto and incorporated herein as if fully set out.

(3) The PRC Owners and Adjoining Owners shall contribute a proportionate share of the cost of building the offsite roadway improvements specified above 2 (a) through (e) based upon the traffic contribution established by the TIA as provided in this paragraph 10.E.

(4) Tierra will be entirely responsible for the cost of the at-grade intersection and signalization at Academy and the Santa Fe Bypass and the cost of two intersection improvements at Airport Road and Paseo del Sol and Golf Club Road, not including the intersection of Airport and Country Club Road.

1122764

(5) Elisia and Tierra will be jointly responsible for the construction of Country Club Road and its intersection with Airport Road. NMSD Assigns and Tierra will be jointly responsible for the intersection of Academy Road with Cerrillos Road.

(6) The relative responsibilities for financing these improvements will be determined by the TIA prepared as part of the Phase I preliminary plat submittal and as approved by the Landowners or their then assigns.

(7) The road known as "Ocate Road" commencing at the School for the Deaf's property and running through the Hernandez property to Cerrillos Road and this road's intersection with Cerrillos Road will be the responsibility of NMSD Assigns and the Adjoining Owners although other owners along Ocate Road may also be asked to contribute. Cost sharing among these owners will be determined through separate agreement among these owners and based upon the TIA and an allocation of "service units" to each property based upon the developable acreage within each owner's property and the permitted use of the property. The term "service unit" shall mean a standardized measure of consumption, use, or generation attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a road improvements and based upon use of the properties benefitted by the road, that is, single family residential, multifamily, commercial or industrial uses.

(8) Herrera will be responsible for the cost of intersection improvements and signalization which will serve the Property at the intersection of the south bound lane of Cerrillos Road and the road which runs across the Herrera property south of Ocate Road to be known as "Herrera Road".

(9) All roadway rights-of-way within the Property which are shown on the Master Plan shall be dedicated to and maintained by the City.

(10) Other road network improvements for a north/south street extending north of Airport Road to connect with either Alameda or Rufina and for one east/west street extending across Cerrillos Road to Richards Avenue and Academy Road from South Meadows to Cerrillos Road are the responsibility of the City.

F. **Traffic Impact Analysis.** Concurrent with the submittal of the Phase I preliminary subdivision plat, the City shall prepare the TIA for the Property and shall allocate service units for each proposed development as provided in subparagraphs 10.E.(7) above. The TIA shall address the traffic impacts which will be generated by each proposed phase of development under consideration. The TIA shall be conducted according to the City of Santa Fe Public Works Department traffic analysis standards and shall be approved by the Landowners, or their assigns.

G. **Schedule of Improvements.** The Schedule of Road Improvements is attached hereto as Exhibit 3.

H. **Financial Guarantees.**

1122765

(1) Prior to recordation of a final subdivision plat or any phase thereof, or a final development plan with the County Clerk of Santa Fe County, the PRC Owners or Adjoining Owners shall provide a letter of credit or other financial guarantee acceptable to the City for the required improvements. The amount of the financial guarantee shall be based on a certified engineer estimate acceptable to the director of the Technical Review Division.

(2) All improvements required in any final subdivision plat or final development plan must be constructed by PRC Owners or Adjoining Owners in accordance with the Santa Fe City Code, and when completed to the satisfaction of the City, said improvements may be dedicated to and thereafter maintained by the City.

I. The provisions of this paragraph 10 do not apply to developments or improvements by the School for the Deaf as a state agency or any other federal and state governments and their political subdivisions. If the School for the Deaf elects to develop any portion of its property and to connect to any portion of the City services described in this paragraph 10, or to have the right under this Agreement to use any portion of the roads described in this paragraph 10 (collectively "Improvements"), the School for the Deaf shall be entitled to do so upon payment of the proportional sums otherwise required to be paid by NMSD Assigns for such Improvements. Any duty of the New Mexico School for the Deaf to pay any funds or consideration required by or resulting from the terms of this Agreement shall be contingent upon and subject to prior sufficient appropriations and authorization by the New Mexico Legislature for such development, including proportional payments due for such Improvements, and funding of such legislative appropriation. In the event sufficient funds are not so appropriated, authorized or available, then the corresponding duty of the School for the Deaf to make payments will automatically abate upon written notice from the School for the Deaf to the City and the affected Landowners. Likewise any right provided under this Agreement to use the Improvements shall abate until sufficient appropriation or funding can be obtained by the School for the Deaf.

11. **ARCHAEOLOGICAL REVIEW ORDINANCE.** Prior to approval of any final development plan or subdivision plat proposed by PRC Owners and Adjoining Owners, an Archaeological Clearance Permit ("Clearance Permit") shall be obtained from the City's Archaeological Review Committee, as required in §14-75 of the SFCC, 1987. These Clearance Permits may be obtained for each phase of development.

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

13. **IMPACT FEES.** Subject to the enforceability of any City ordinance under the provisions of the Development Fee Act, §§5-8-1 *et seq.* NMSA, 1978, and after offsetting any fee with the contributions and offsite improvements made or to be by any PRC Owners or Adjoining Owners, the PRC Owners and Adjoining Owners shall pay impact fees as required by Santa Fe City Code (1987), as amended.
14. **EASEMENTS AND RIGHTS-OF-WAY.** Each Landowner, its then assigns, including NMSD Assigns shall dedicate all required access and utility easements and rights-of-way to the City within corridors shown on the Master Plan to allow orderly development of all tracts within the Property. Tierra in cooperation with the Landowners will prepare a dedication plat of survey in conjunction with Tierra's final subdivision plat or final development plan for Phase I as shown on the Phasing Plan. The Landowners and their then assigns, including NMSD Assigns, and the City agree to approve the Dedication Plat if it substantially conforms to the Master Plan. In the case of PRC Owners and Adjoining Owners, such dedication shall be in compliance with the Santa Fe City Code.
15. **CONFORMANCE WITH TERRAIN MANAGEMENT AND DRAINAGE STANDARDS.** Prior to development of Property, the PRC Owners and Adjoining Owners shall demonstrate compliance with the Terrain Management provisions of Santa Fe City Code. Dip sections shall not be allowed on designated arroyos without prior administrative approval of the director of the Technical Review Division of the City.
16. **ASSIGNMENTS.** Each Landowner shall be entitled to sell, transfer or assign all or any portion of that Landowner's rights and obligations under this Agreement provided the Landowner or the Landowner's assignee delivers to the City an agreement executed by Landowner and Landowner's assignee, acknowledging such assignment, describing the portion of the real property to which the assignment applies, and evidencing the assignee's acceptance of the rights and obligation under this Agreement. Such agreement shall be deemed effective as of recordation with the Clerk of Santa Fe County, New Mexico. Any assignee shall have the same rights and obligations under this Agreement as that of the Landowner as to that portion of the Property described in any assignment.
17. **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.
18. **EXECUTION OF DOCUMENTS.** The parties agree to execute all documents contemplated expressly or impliedly by this Agreement or necessary to effectuate the terms of this Agreement.
19. **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.

1122767

20. **WAIVER.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

21. **CONSENT AND OBLIGATIONS.** Wherever the approval or consent of the City is required by this Agreement, it is understood that such approval or consent shall not be unreasonably withheld. Whenever it is stated in this Agreement that the Landowners or any individual Landowner shall undertake any particular act or be responsible for a particular reimbursement, cost, contribution or assessment, it shall be understood to mean that each Landowner shall be responsible only for that owner's undertaking as set forth in the Landowner's development plan or subdivision plat presented to the City. It shall be understood that the obligations of any Landowner under this Agreement arise only to the extent that a Landowner applies to the City for approval of a final subdivision plat or final development plan for that portion of the Property owned by a particular Landowner. No obligations arise in the absence of such application or development.

22. **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. Notwithstanding the inclusion of the School for the Deaf and the Board of Education as "Landowners" in the recitals of this Agreement, no covenant or agreement contained in this Agreement, whether referring specifically to the Landowners or not, shall be applicable to, binding on or enforceable against the School for the Deaf or the Board of Education, their respective property within the Property, their respective Board members, the State of New Mexico or any of their successors or assigns, unless a City Ordinance containing said covenant or agreement would be enforceable against the State of New Mexico, the School for the Deaf or the Board of Education under New Mexico law. Nothing in this Agreement shall enlarge the authority of the City to regulate the use or development of land now owned by the School for the Deaf or the Board of Education within the Property beyond the authority granted to or residing in the City under the existing laws and constitution of the State of New Mexico.

23. **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.

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

25. **AGREEMENT.** This Agreement states the entire agreement of the parties. The provisions of this Agreement shall be severable and may be modified only in a subsequent amendment duly approved as provided in paragraph 26. This Agreement shall not relieve the owners from complying with present or future City ordinances, resolutions or regulations.

26. **AMENDMENTS.** This Agreement may be amended with the consent of the City and the Landowners, or their then successors and assigns. Any amendments to this Agreement shall be reviewed by the Development Review Committee, thereafter, the Committee shall forward its recommendations to the Governing Body. Each amendment, to be effective, must be in writing, executed in the manner of this Agreement and filed for record with the Clerk of Santa Fe County, New Mexico.

27. **EFFECTIVE DATE.** This Agreement is effective as of the date of recordation of this Agreement in the land records of Santa Fe County, New Mexico.

CITY OF SANTA FE, a New Mexico municipal corporation

By *Sam Pick*  
SAM PICK, MAYOR



ATTEST:

*Frances C. Romero*  
FRANCES C. ROMERO, CITY CLERK



APPROVED AS TO FORM:

*Dianne DeLayo*  
DIANNE DeLAYO, DEPUTY CITY ATTORNEY

888,260  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO )SS  
I hereby certify that this instrument was filed  
for record on the 13 day of Dec A.D.  
19 94 at 11:50 o'clock A m  
and was duly recorded in book 1122  
page 756-786 of the records of  
Santa Fe County.  
Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.  
*Jona G. Armijo*  
Deputy

LANDOWNERS:

1122769

Tierra Contenta Corporation,  
a New Mexico non-profit  
corporation

By *[Signature]*  
~~New Mexico School for the Deaf~~ President  
(name printed) (title)

New Mexico School for the Deaf

By *Mitzi Baker-Garland*  
Mitzi Baker-Garland, its President  
(name printed) (title)  
~~Secretary~~

Elisia Partnership, a New Mexico  
general partnership *[Signature]* HENRY PICK

By \_\_\_\_\_,  
its general partner  
(name printed)

Herrera Associates, a New Mexico  
general partnership

By *William R. Herrera*  
WILLIAM R. HERRERA, its general partner  
(name printed)

Santa Fe Board of Education

By *[Signature]*  
MIKE MIER, its Asst. Supt.  
(name printed) (title)

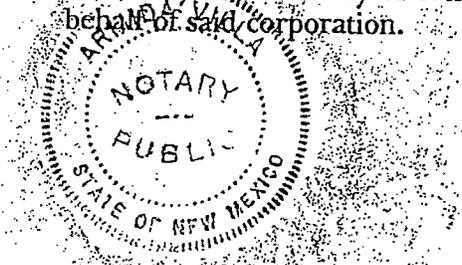
*Joe L. Hernandez*  
Dr. Joe L. Hernandez

*Kenneth Prater*  
Kenneth Prater

ACKNOWLEDGMENTS

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

This instrument was acknowledged before me on March 7, 1994, by Sam Pick, Mayor of the City of Santa Fe, a New Mexico municipal corporation, for and on behalf of said corporation.



Aracelia Villa  
Notary Public  
My commission expires: 9-16-96

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

This instrument was acknowledged before me on April 18, 1994, by Patricio C. Larragante of Tierra Contenta Corporation, a New Mexico non-profit corporation, for and on behalf of said corporation.



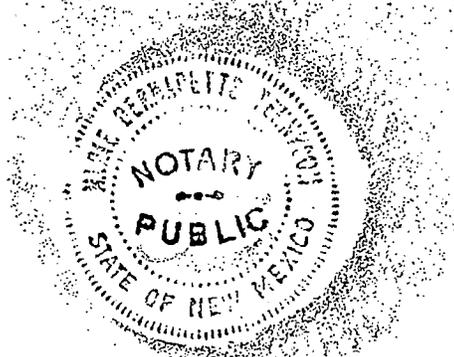
OFFICIAL SEAL

Elizabeth M. Fresquez  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

Elizabeth M. Fresquez  
Notary Public  
My commission expires: 4/6/95

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

This instrument was acknowledged before me on May 11, 1994, by Misty Baker-Karland, Gilbert L. Delgado of New Mexico School for the Deaf.



Marie Bernadette Stunper  
Notary Public  
My commission expires: 11/14/95

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

This instrument was acknowledged before me on August 4, 1994, by Henry Pick of Elisia Partnership, a New Mexico general partnership, for and on behalf of said partnership.

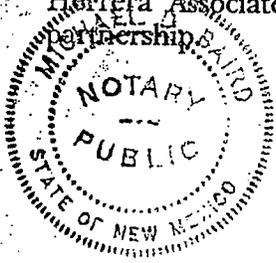


OFFICIAL SEAL  
Elizabeth M. Fresquez  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

Elizabeth M. Fresquez  
Notary Public  
My commission expires: April 6, 1995

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

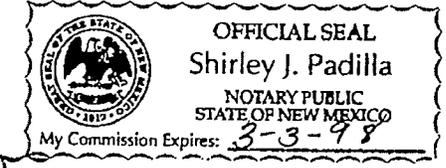
This instrument was acknowledged before me on APRIL 21, 1994, by William R. Herrera of Herrera Associates, a New Mexico general partnership, for and on behalf of said partnership.



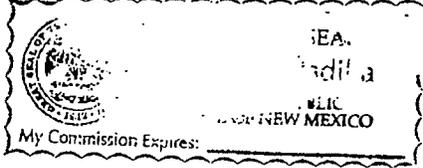
Michael D Baird  
Notary Public  
My commission expires: 9-15-95

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

This instrument was acknowledged before me on October 24, 1994, by Mike Mier of Santa Fe Board of Education.



Shirley J. Padilla  
Notary Public  
My commission expires: 3-3-98



1122772

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

This instrument was acknowledged before me on July 19, 1994, by Dr. Joe L. Hernandez.



OFFICIAL SEAL

*Elizabeth M. Fresquez*  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

*Elizabeth M. Fresquez*  
Notary Public  
My commission expires: April 6, 1995

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

This instrument was acknowledged before me on May 13, 1994, by Kenneth Prater.



OFFICIAL SEAL

*Elizabeth M. Fresquez*  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

*Elizabeth M. Fresquez*  
Notary Public  
My commission expires: April 6, 1995

Exhibit 1  
Annexation Plat

1122773

Exhibit 2  
Master Plan (single Sheet) and Phasing Plan (single sheet)

Exhibit 3  
Master Plan for the annexed area and the PRC district  
Schedule of Road Improvements

1122775

EXHIBIT 1



1122777

EXHIBIT 2





1122780

EXHIBIT 3

1122781

EXHIBIT 3  
SCHEDULE OF IMPROVEMENTS FOR PHASE ONE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase One - Roads</u>		
Academy Road; improve from Tierra Contenta property line to Cerrillos Rd with intersection improvements at South Meadows and Cerrillos; approx. 3,500'	SR	City; Tierra; NMSD Assigns;
Academy Road; improve from Paseo del Sol to Tierra Contenta east property line; approx. 1,700'	OP	Tierra;
Academy Road; improve from Paseo del Sol to TCC west property line; approx. 1,350'	OP	Tierra;
Academy Road from TCC property line to Country Club Road; approx. 2,150'	OP	Elisia;
Country Club Road from Airport Road to Academy Road; 3,900'	SR & OP	Tierra; Elisia;
<u>Phase One - Water</u>		
12" water line along Academy Road from Paseo del Sol to TCC west property line; app. 1,350'	OP	Tierra;
12" water line along Academy Road from TCC property line to Country Club Road; approx 2,150'	OP	Elisia;
<u>Phase One - Sewer</u>		
8" line extending down Country Club Road, from Elisia prop to 36" trunk sewer; 1,700'	SR & OP	Tierra; Elisia;
<u>Phase One - Parks</u>		
Multipurpose play field and park development on elementary school site	OP	Board of Education;

Plaza park development  
in Village Center

OP Tierra;1122782

Neighborhood park  
development

OP City;

\* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

1122783

EXHIBIT 3 (Cont)  
 SCHEDULE OF IMPROVEMENTS FOR PHASE TWO

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase Two - Roads</u>		
Academy Road; from Country Club Rd to Bypass, with an at-grade intersection; 7,200'	OP	Tierra;
Golf Club Road from Airport Rd to Academy Road; 5,200'	OP	Tierra;
Plaza Central road, from Golf Club to Academy; 4,900'	OP	Tierra;
**Ocate Road from Paseo del Sol to Cerrillos Rd; 3,700'	SR & OP	Hernandez; Herrera; NMSD Assigns;
Extension of Academy Rd east of Cerrillos to an intersection with Richards Ave.	OS	City;
South Meadows Rd extension from Airport Road north to Rufina;	OS	City;
Rufina Street Extension	OS	City;
<u>Phase Two - Water</u>		
12" water line along Academy from Country Club to Golf Club	OP	Tierra;
12" water line along Golf Club Road from Airport to Academy	OP	Tierra;
12' water line loop along Plaza Central road, 8,400'	OP	Tierra;
<u>Phase Two - Sewer</u>		
8" line along Academy Road from Country Club to Golf Club	OP	Tierra;
8" line along Golf Club Rd from Airport Rd to Academy; approx 4,800'	OP	Tierra;
8" line along Plaza Central road; approx 3,400'	OP	Tierra;

Phase Two - Parks

Neighborhood park development	OP	City;
Community park development	OP	City;
Plaza park development in Village Center;	OP	Elisia;
Plaza park development in Town Center	OP	Tierra;
Bike Trail and Pedestrian Path System (North and South Branches - to Cerrillos Rd)	SR & OP	Tierra; State of New Mexico; City; Elisia; Herrera; Hernandez; NMSD Assigns;

\* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

OS indicates road improvements which are off-site, but are system-side improvements which will carry some of the traffic generated by Tierra Contenta.

\*\* Timing of Ocate Road construction is dependent upon development of the adjoining properties, both of which are not subject to the phasing plan. Consequently, road construction could occur in any of the three phases.

EXHIBIT 3 (Cont)  
 SCHEDULE OF IMPROVEMENTS FOR PHASE THREE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase Three - Roads</u>		
Paseo del Sol Loop from Ocate Rd to Academy Rd; 7,100'	OP	Tierra; Elisia; NMSD Assigns;
**Herrera Rd from Cerrillos Rd to Paseo del Sol Loop; 3,100'	OP	Herrera; NMSD Assigns;
<u>Phase Three - Water</u>		
**12" water line along Herrera Rd to Paseo del Sol	OP	Herrera; NMSD Assigns;
12" water line along Paseo del Sol Loop, from Ocate to Academy Rd	OP	Tierra; Elisia; NMSD Assigns;
***Water tank construction and line extension from locations east Cerrillos Road to TC property	OS	City; Other owners east of property;
<u>Phase Three - Sewer</u>		
***16" trunk sewer line along south branch of Arroyo Chamiso from Cerrillos to Bypass	SR & OP	City; Herrera; Hernandez; Tierra; Elisia; NMSD Assigns; Other owners south of the property;
***24" trunk sewer line from location east of Cerrillos Rd to TC property line	OS	City; Other owners east of the property;
8" sewer line along Paseo del Sol Loop, from Ocate to Academy	OP	Tierra; Elisia; NMSD Assigns;
<u>Phase Three - Parks</u>		
Multipurpose play field and park development on elementary school site	OP	Board of Education;
Plaza park development		

1122786

in Village Center;

OP Tierra;

Neighborhood park  
development

OP City;

\* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

OS indicates road improvements which are off-site, but are system-wide improvements which will carry some of the traffic generated by Tierra Contenta.

\*\* Timing of Herrera Road construction and related water system improvements are dependent upon the development of the adjoining property. This property is not subject to the phasing plan. Consequently, these improvements could occur in any of the three phases.

\*\*\* Timing of the major water and sewer system improvements may be accelerated due to City sponsored policy initiatives. Consequently, actual improvements could occur in any of the three phases.

QUITCLAIM DEED

1122787

The City of Santa Fe, a New Mexico municipal corporation, for consideration paid, hereby quit claims all of its interest to the Tierra Contenta Corporation, a New Mexico non-profit corporation, whose address is 369 Montezuma #220, Santa Fe, New Mexico 87501, in the following described real property located in Santa Fe County, New Mexico:

Tracts B and C of Wolgamood Subdivision,

as delineated on that certain plat of survey prepared by Albuquerque Surveying Co., Inc., dated June 25, 1991, also bearing the Job No. 492C60, and recorded in Book 231, Page 46-48 of the records of Santa Fe County, New Mexico; Lot 1, as shown on the Consolidated Plat of Tracts 1-A and 2 (now comprising Tract 1-A-1), Tierra Contenta, recorded in Book 167, Page 18 of the records of Santa Fe County, New Mexico, on September 25, 1986; and the property described as Parcel 8 in that certain Warranty Deed, dated October 28, 1981, from Santabell to Bellamah Community Development, recorded on November 12, 1981, in Book 430, Page 698-706, of the records of Santa Fe County, New Mexico.

WITNESS my hand and seal this 8th day of December, 1994.

City of Santa Fe  
a New Mexico municipal corporation

By: Debbie Jaramillo  
Mayor

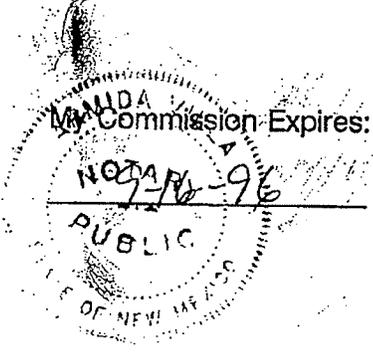
By: Yolanda Y. Vigil  
City Clerk

State of New Mexico

County of Santa Fe

The foregoing instrument was acknowledged before me this 8th day of December, 1994, by Debbie Jaramillo, Mayor of the City of Santa Fe, a New Mexico municipal corporation, on behalf of said corporation.

Aranda Villa  
Notary Public



1122788

888,261

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO )SS  
I hereby certify that this instrument was filed  
for record on the 15 day of Dec A.D.  
19 94, at 11:51 o'clock A m  
and was duly recorded in book 1122  
page 787-788 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

Debra A. [Signature]  
Deputy



2nd copy  
310-93-670

By this lease, entered into this 30<sup>th</sup> day of August 1978, between the Santa Fe Board of Education, lessor, herein called the School Board, and the City of Santa Fe, New Mexico, lessee, a municipal corporation in the County of Santa Fe and State of New Mexico, herein called the City, it is agreed:

1. The School Board hereby leases to the City, for the period of forty (40) years, from this date, and for such period of extension thereafter as hereinafter mentioned, a tract of land in the City of Santa Fe, more particularly described on Exhibit A, attached hereto. The rental for the full period of this lease shall be deemed to have been fully paid.

2. The City agrees that it will, at its own expense, proceed with all diligence to construct and complete upon said land, a Park Development to plans and specifications prepared and to be prepared by Johnson-Nestor/Architect-Planners/A.I.A., Architect, by and with the advice of the City of Santa Fe. Park Development shall, when built and completed and throughout the term of this lease, be under the control and in the care and custody of the City.

3. The City shall keep and maintain the Park Development in good order and repair, at its own expense, including benches, equipment, irrigation system and all other site improvements, maintenance and grooming. The City shall also keep the entire leased premises clean, in good order, and free from unreasonable hazard.

4. The construction and completion and the furnishings, use, operation and maintenance of the Park Development shall be under the exclusive care, jurisdiction and authority of the City; and the City shall conform and comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations in using the property and the development.

5. In case the Park Development is damaged or destroyed by any cause against which insurance coverage is carried at the expense of the City, the proceeds of such coverage shall be used to repair or restore the Park Development for use under the terms of this agreement throughout the remainder of the lease period, should such restoration be feasible. Should the Park Development be destroyed and not repaired, or should it be abandoned or removed by the City, then this lease shall end and the property shall be restored to the possession of the School Board.

6. The Parties agree that this lease shall be renewed and extended for an additional period of forty (40) years from and after the expiration of

the primary terms, unless either party notifies the other in writing at least one (1) year before the expiration of the primary term hereof that it desires to terminate the lease.

7. At the expiration of the lease, the City shall have sixty (60) days to remove or leave all improvements on the premises, and any improvements remaining on the premises sixty (60) days after the expiration of the term of the lease shall be the property of the School Board. In the event any improvement becomes the property of the School Board, the City shall reimburse the School Board for the costs of demolition of the improvements or of restoring the improvements to reasonably good condition considering the age of the Park Development, whichever is less.

8. The Parties, in making this agreement, have entered into it with the hope and belief that the use to be provided by the Park Development shall be of great advantage and benefit both to the people of the City of Santa Fe and the faculty and students of the Santa Fe School System and they pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this contract, that they will endeavor to so deal with each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them.

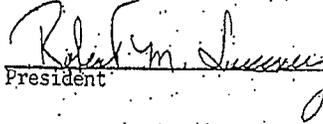
9. The Parties agree that neither will ever make, or undertake to make an assignment of this lease, or sublease, or an arrangement of any kind contemplating a continuous use of said Park Development during the term of this lease by third persons, without the consent of the other.

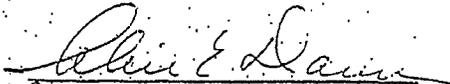
10. The City agrees with the School Board that the School Board shall not be liable for any damage to persons or property, arising from any cause whatsoever, which shall occur in or about the premises during the term of this lease and for sixty (60) days thereafter, and the City hereby agrees to indemnify and save harmless the School Board from any and all claims and liability for damage to persons or property. This provision shall not apply to activities on Park Development held under the authorization and control of the School Board.

11. The payment by the City to the School Board will be one dollar (\$1.00) per annum.

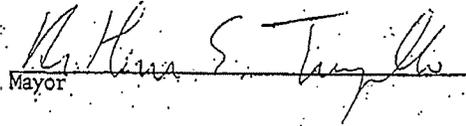
In Witness Whereof the parties hereto have executed this lease agreement  
on the date written above.

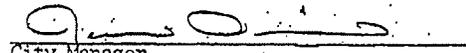
SANTA FE BOARD OF EDUCATION

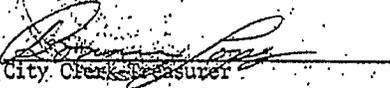
  
\_\_\_\_\_  
President

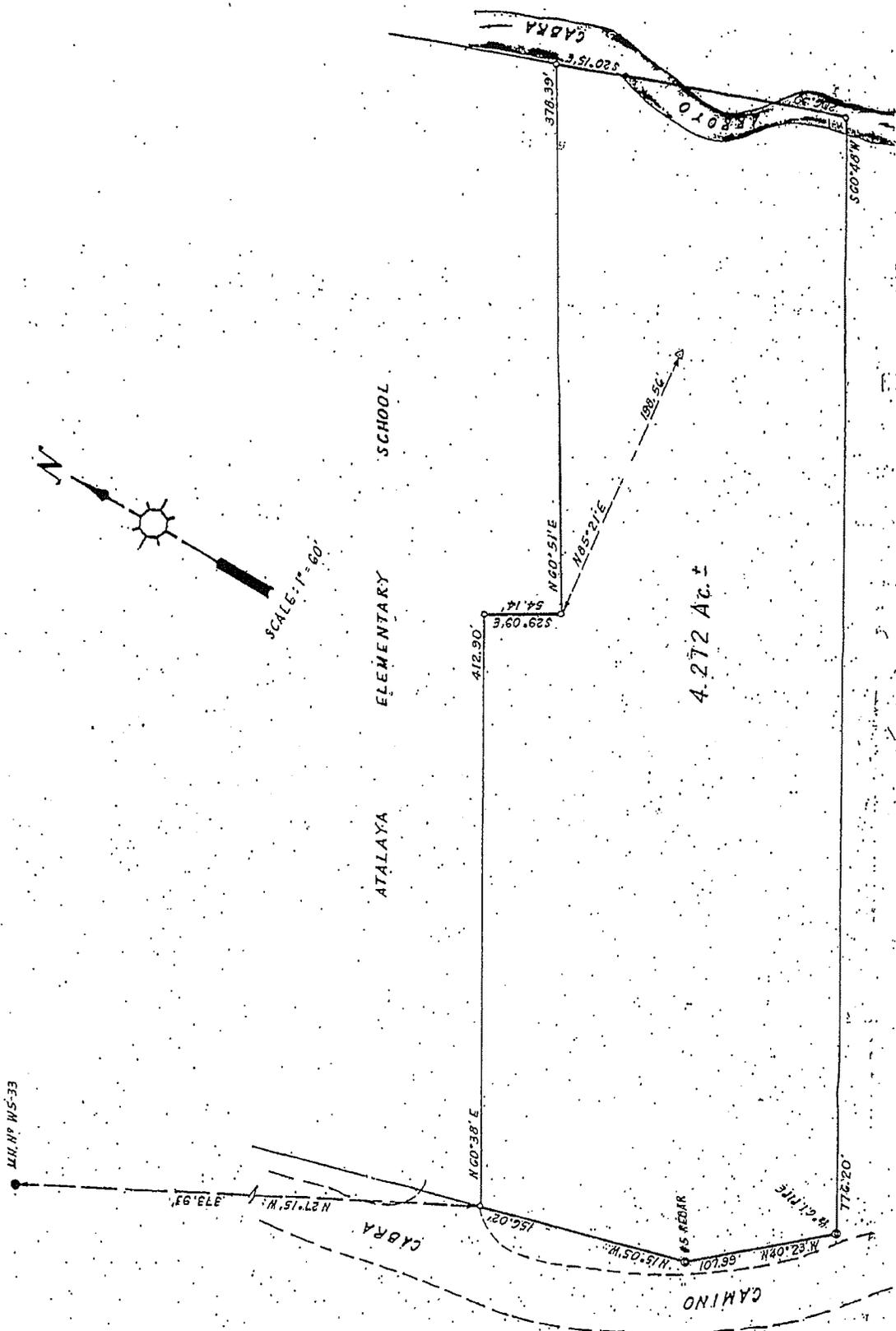
  
\_\_\_\_\_  
Secretary

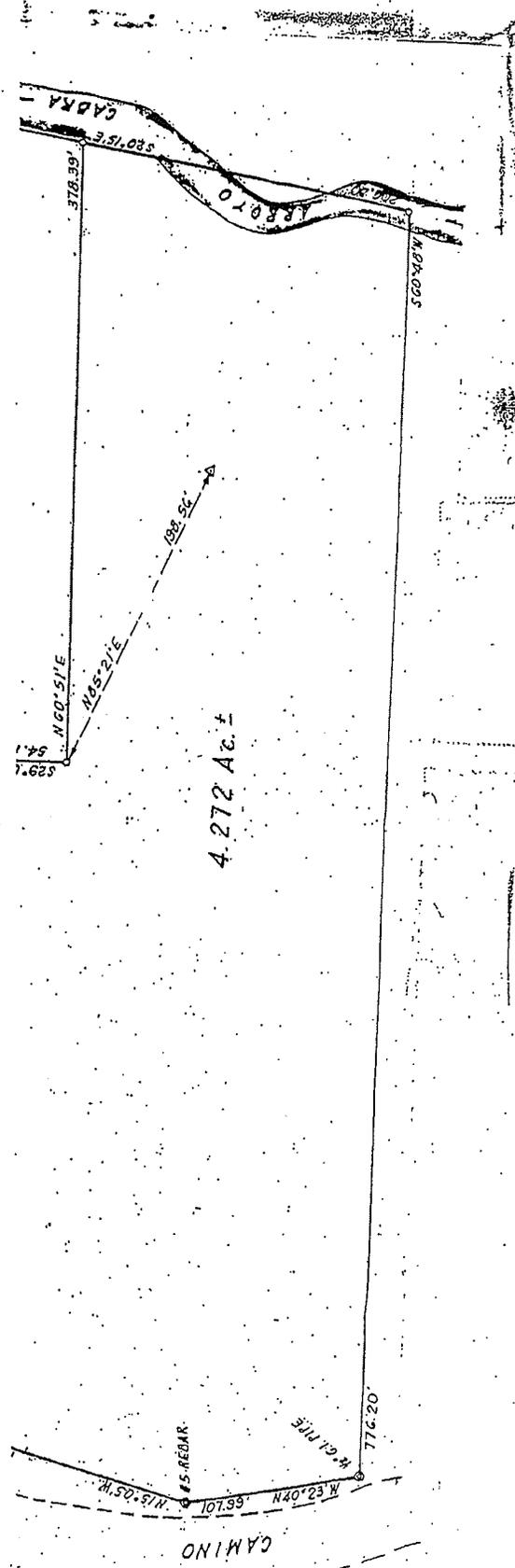
CITY OF SANTA FE

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

  
  
\_\_\_\_\_  
City Clerk/Treasurer





- ⊙ INDICATES CORNER FOUND AS SHOWN
- INDICATES N° 4 REBAR SET THIS SURVEY
- △ INDICATES CITY OF SANTA FE TRIANGULATION
- BRASS CAP LABELED "C.D. 12"

EXHIBIT "A"  
 PLAT OF SURVEY FOR LEASE AGREEMENT  
 FOR ATALAYA PARK  
 SANTA FE, NEW MEXICO

BEY THAT THIS PLAT IS  
 ELINEATION OF A SURVEY  
 ME ON 12 JULY 1978. BASIS  
 PLAT OF SURVEY FOR LEROY  
 TA FE SCHOOLS BY HORNE  
 20, DATED 9 FEB. 1971.  
 WEYS

*James J. Medrano*  
 JAMES J. MEDRANO  
 N.M.L.S. N°5217

AMENDMENT TO LEASE AGREEMENT

WHEREAS, the SANTA FE BOARD OF EDUCATION ("School Board"), as Lessor, and the CITY OF SANTA FE, NEW MEXICO ("City"), as Lessee, entered into a Lease Agreement on August 19, 1977 concerning 4.21 acres of land situated on Llano Road, in the City of Santa Fe, New Mexico; and

WHEREAS, the School Board and the City desire to amend the boundaries and description of the land which is the subject of that lease;

NOW, THEREFORE, in consideration of their mutual agreement, it is agreed between the School Board and the City as follows:

1. The August 19, 1977 Lease Agreement between the School Board and the City is amended by deleting Exhibit "A" thereto, titled "Plat of Survey for Santa Fe Neighborhood Facility CD Project Nos. B75-HN-35-0006(C-35) and B76-HN-35-0006(C-24) Santa Fe, New Mexico," and the following is substituted in lieu thereof.

A certain tract or parcel of land lying and being situate within the City of Santa Fe, Santa Fe County, New Mexico. Bounded on the north, south and west by the property owned by the Santa Fe Board of Education and on the east by the westerly r/w of Llano Street and being more particularly described as follows:

Beginning at the SE corner of this tract herein described, whence the center of S.S.M.H. No. Llaa-10 bears N45°24'47"E., 73.58 feet distant. Thence from said point of beginning S70°54'41"W., 484.74 feet to the SW corner of this tract, thence N25°39'56"W., 285.28 feet to the NW corner of this tract, thence N48°33'49"E., 286.56 feet to a point, thence N71°54'29"E., 252.46 feet to the NE corner of this tract, thence along the westerly r/w of Llano Street S19°04'55"E., 387.97 feet to the SE corner of this tract, being the point and place of beginning.

*Approved by City Engineer  
8/20/85*

CONTAINING 4.210 Acres

As delineated on that certain plat of survey prepared by Professional Land Surveying entitled "Exhibit "AA", Lease limits for The City of Santa Fe, 1730 Llano Street, within the City of Santa Fe, Santa Fe County, New Mexico. Dated April, 1985 and bearing plat file number A-419, a copy of which Exhibit AA is attached hereto.

BOARD OF EDUCATION OF THE  
SANTA FE PUBLIC SCHOOLS

BY *Henry L. Dillgas*  
President

*Don L. Baca*  
Secretary

CITY OF SANTA FE  
BY *[Signature]*  
Mayor

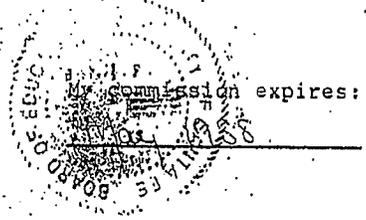
BY *[Signature]*  
City Manager

*[Signature]*  
City Clerk-Treasurer

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

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27<sup>th</sup> day of August, 1985, by Henny S. Wilcox, President of the Board of Education of the Santa Fe Public Schools, on behalf of the Board.

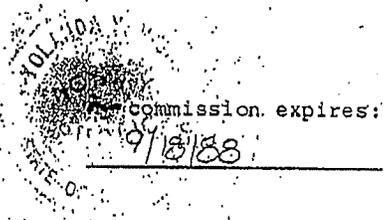
Henny S. Wilcox  
Notary Public



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

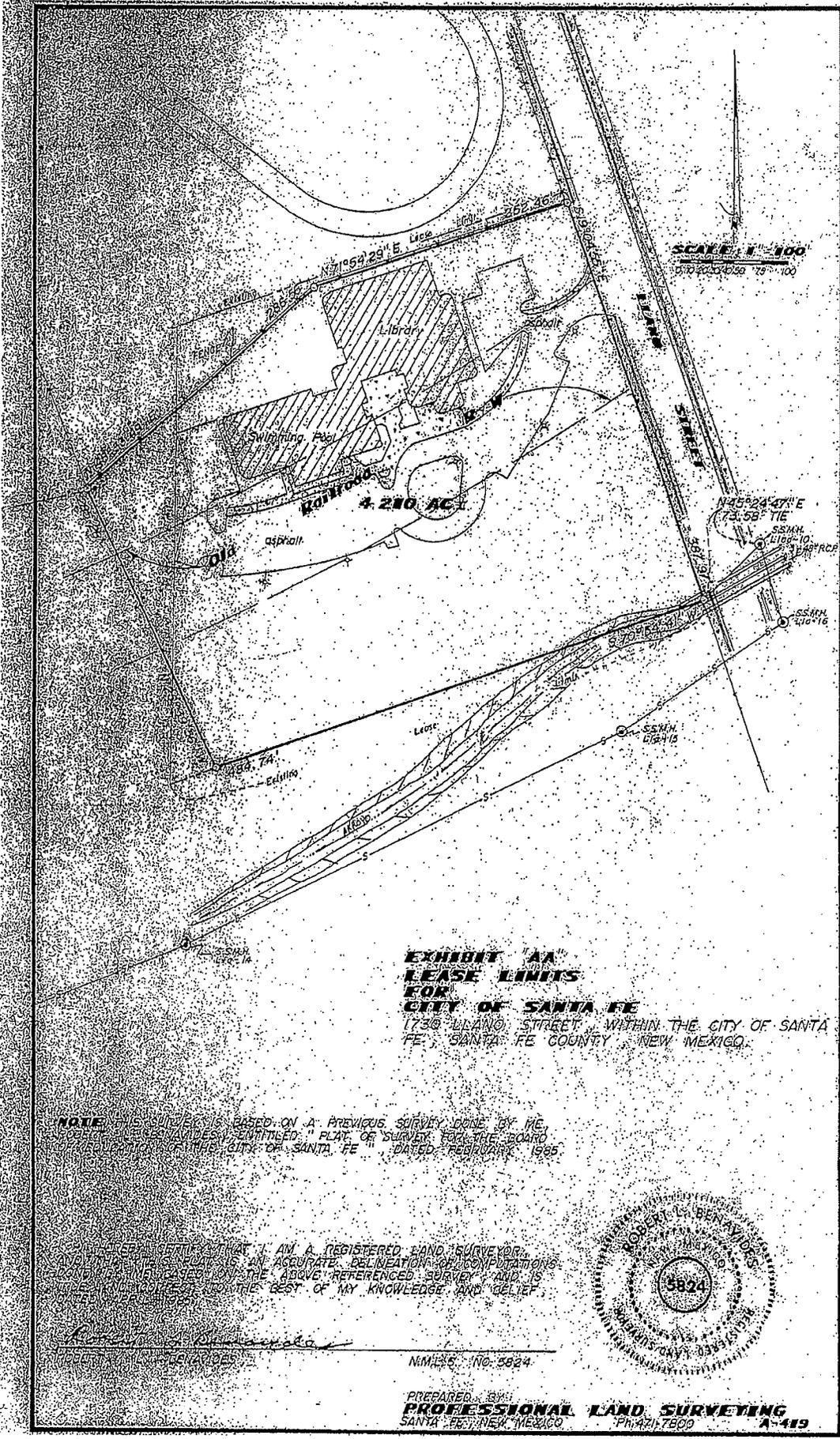
The foregoing instrument was subscribed, sworn to and acknowledged before me this 27<sup>th</sup> day of August, 1985, by Louis R. Montano, Mayor of the City of Santa Fe, on behalf of the City.

Louis R. Montano  
Notary Public



COUNTY OF SANTA FE ) ss.  
STATE OF NEW MEXICO ) 594,302 1/2  
I hereby certify that this instrument was filed for record on the 27 day of August, A.D. 1985, at 5:21 o'clock P.M. and was duly recorded in book 552 page 26 of the records of Santa Fe County. Witness my Hand and Seal of Office  
ANGIE VIGIL PEREZ  
County Clerk, Santa Fe County, N.M.

Angie Vigil Perez  
Deputy

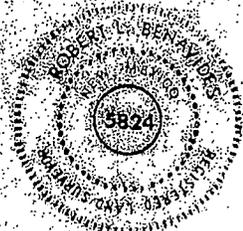


**EXHIBIT "A"**  
**LEASE LIMITS**  
**FOR**  
**CITY OF SANTA FE**  
 1730 LILIANO STREET, WITHIN THE CITY OF SANTA FE,  
 SANTA FE COUNTY, NEW MEXICO.

**NOTE:** THIS SURVEY IS BASED ON A PREVIOUS SURVEY DONE BY ME, AND THE RECORDS THEREOF ARE FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SANTA FE, DATED FEBRUARY, 1965.

I, **ROBERT L. BENYARD**, AM A REGISTERED LAND SURVEYOR, AND I HEREBY CERTIFY THAT THE ABOVE REFERENCED SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Robert L. Benyard*  
 REGISTERED LAND SURVEYOR



N.M.S. NO. 5824

PREPARED BY  
**PROFESSIONAL LAND SURVEYING**  
 SANTA FE, NEW MEXICO  
 PH. 471-7600 A-119

2005

LEASE AGREEMENT -

SWEENEY/WOOD GORMLEY ELEMENTARY SCHOOLS SOCCER FIELDS

By this lease (the "Lease"), entered into this 13<sup>th</sup> day September, 1995, between the Board of Education of the Santa Fe Public Schools (the "School Board"), as lessor, and the City of Santa Fe, New Mexico, a New Mexico municipal corporation in the County of Santa Fe and the State of New Mexico (the "City"), as lessee, it is agreed:

1. Lease. In exchange for consideration of one dollar (\$1.00) and other good and valuable consideration, including, without limitation, the covenants of the City under this Lease, the School Board hereby leases to the City, for a period of ten (10) years from the date this Lease is executed by the parties (such period, as shortened or extended by this Lease, the "Term"), two tracts of real property, each of which is a tract of land in the City of Santa Fe, more particularly described on Exhibit A, attached hereto. Each such tract is referred to as a "Tract;" and, together, the Tracts are referred to as the "Premises." The rental for the full period of this Lease shall be deemed to have been fully paid.

2. Improvements of the Premises; Scheduling of Use. The City agrees that it will, at its expense, proceed with all diligence to construct and complete upon each Tract, a soccer field (as constructed on a Tract, a "Soccer Field"), in accordance with plans and specifications prepared and to be prepared by Architects West, Architect, by and with the advice of the City. Once constructed and completed and throughout the remaining Term, each Soccer Field shall when built and completed and throughout the term of this Lease be under the control and in the

care and custody of the City, except: (a) the School Board shall retain the exclusive right to use the Soccer Fields and the Premises on days when the schools are in regular operation, from 7:00 a.m. to 3:30 p.m. (such days, at such times, "School Times"); and (b) the School Board may use the Soccer Fields on the Premises at times other than School Times by scheduling such use with the City. In scheduling use of the Soccer Fields, the City shall treat the School Board as the City would treat all other applicants to use the Soccer Fields through the City Parks & Recreation Department. The City shall comply with School Board rules and regulations in using the Premises, including regulations relating to non-discrimination, smoking, drug and alcohol use, and carrying of weapons. Enforcement of these regulations shall be the responsibility of the City. The School Board shall provide a true and correct copy of its rules and regulations to the director of the City's Parks and Recreation Department and, as and when amendments are made to the School Board rules, such amendments promptly shall be provided to the Director of the City's Parks and Recreation Department.

3. **Maintenance.** The City shall keep and maintain the Soccer Fields on the Premises in good order and repair, at the City's own expense, including benches, equipment, irrigation systems and all other site improvements, maintenance and grooming. The City shall also keep the Premises clean, in good order, and free from unreasonable hazard.

4. **Construction.** The construction and completion and the furnishings, use, operation and maintenance of the Soccer Fields shall be under the exclusive care, jurisdiction and authority of the City; and the City shall conform and comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations in the development of the Premises. Prior to settling on a construction schedule for construction of the Soccer Fields, and prior to performing

any other construction or significant maintenance upon the Premises during the Term of this Lease, the City will consult with the School Board's administrative staff and will make reasonable efforts to coordinate construction and maintenance with the use of adjacent schools, so that the education of the children attending the schools will be disturbed as little as possible and so that a safe environment is maintained for those children.

5. **Damage; Repair.** If at any time during the Term (other than in the last ninety (90) days of the Term), either Soccer Field or any other part of the Premises is damaged or destroyed by any cause the City shall repair or restore the Soccer Field or the Premises for use as provided by this Lease throughout the remainder of the Term, should such restoration be feasible. If the cost of repairing any item of damage or destruction to a Soccer Field or any other part of the Premises is expected to exceed \$50,000, the City may elect to cancel this Lease by giving thirty days' written notice of cancellation to the School Board. Upon such cancellation, the Term of this Lease shall expire.

6. **Renewal.** Within sixty (60) days of the expiration of the initial ten-year Term of this Lease, this Lease may be renewed, and the Term extended, by the mutual agreement of the City and the School Board, for an additional period of ten (10) years, which additional period shall become part of the "Term". However, if the City elects to renew this Lease and within sixty (60) days of the termination of the initial Term of this Lease, the City provides written notice to the School Board of its election to renew, the School Board shall agree to renew this Lease for a period of ten years unless a substantial change of circumstances with respect to the Premises or the use of the Premises has occurred during the period between the date of this Lease and the date of the renewal notice.

7. **Expiration of Term.** At the expiration of the Term, as the same may be extended, the City shall have sixty (60) days to remove or leave all improvements on the Premises; and any improvements remaining on the Premises sixty (60) days after the expiration of the Term shall be the property of the School Board. In the event any improvement becomes the property of the School Board, upon request from the School Board the City shall reimburse the School Board for the reasonable costs of demolition of the improvements or of restoring the improvements to reasonably good condition considering the age of the relevant Soccer Field, if the School Board deems either such option advantageous to its needs. However, any request for reimbursement under this section must be submitted in writing to the City no later than the first anniversary of the expiration of the Term; and the City shall have no further obligation with respect to reimbursement requests received after that date. Notwithstanding the foregoing, the City shall not remove any Soccer Field improvements (for instance, the grading, any earth fill, any drainage structures, and the sod) or the irrigation system without the consent of the School Board, it being intended that the School Board have the option of continuing to use the Soccer Field as a playing field.

8. **Use of Premises.** In entering into this Lease Agreement, the parties intend that during the Term, the Premises will be used predominantly for youth Soccer Fields, and that use of the Premises as Soccer Fields shall be of great advantage and benefit both to the people of the City and the faculty and students of the School Board. The parties pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this Lease, that they will endeavor to so deal with each other as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate

differences may never develop between them.

9. **Assignment; Sublease.** This Lease may not be assigned, and the Premises may not be subleased, nor may any similar arrangement be entered into by any party to this Lease without the prior, written consent of the other party. However, the parties agree that, during the Term, the City may schedule use of the Soccer Fields by third parties via the City's Parks and Recreation Department.

10. **Liability.** The School Board, its officers, agents and employees shall not be liable for, and the City will indemnify and save harmless the School Board for, any damage to persons or property arising in connection with the use of the Premises during the Term from any cause whatsoever, whether or not the claim with respect to such damages is filed in a court of competent jurisdiction during the Term or afterwards. Notwithstanding the City's general liability for damages in connection with the use of the Premises, as set forth in this Lease, the School Board shall have sole liability for damages to persons or property arising in connection with the use of the Premises by the Santa Fe Public Schools during School Times and not arising from a condition over which the City is given exclusive control under the terms of this Lease.

11. **Right of First Refusal.** During the Term of this Lease, and for whatever subsequent period (not exceeding ten (10) years) in which the City in fact maintains a Soccer Field on either Tract, the City shall have a right of first refusal with respect to that Tract. Upon entering into an agreement for the sale, transfer, lease or conveyance of all or any portion of either Tract or the property on which the Premises is located, the School Board shall promptly provide written notice (the "Transfer Notice") to the City detailing the terms and conditions of the sale, transfer, lease or conveyance. Within sixty (60) days of its receipt of the Transfer

Notice, the City may exercise its right of first refusal by delivering an agreement, duly executed by an authorized officer of the City, in which the City agrees to consummate the sale, transfer, lease or conveyance of the Tract or the portion of the Tract or Premises to be sold, transferred or conveyed on the terms and subject to the conditions set forth in the Transfer Notice with respect to the Tract, portion of the Tract or Premises, as the case may be, except as to those particulars otherwise agreed to by the School Board. If the School Board does not receive such written agreement from the City within sixty (60) days of the City's receipt of the Transfer Notice, then the City shall be deemed not to have exercised its right of first refusal and the sale, transfer, lease or conveyance to the third party may proceed in accordance with the terms of the Transfer Notice. However, any material adjustment in the terms or conditions of the sale, transfer or conveyance that occurs after the City fails to exercise a right of first refusal but prior to closing will trigger a new right of first refusal in the City, requiring a new Transfer Notice and entitling the City an additional sixty-day period in which to determine whether or not to exercise its right of first refusal. At the request of the School Board, the City shall execute and deliver to the School Board a certificate, acceptable in form to the City, stating whether or not the City has exercised the right of first refusal granted to the City by this Section; and the City affirms that the School Board, any potential transferee of the Premises and any title or similar agent may rely on such certificate. No failure by the City to exercise any right of first refusal will be deemed a termination of this Lease; and any successor-in-interest to the School Board, as a result of sale, transfer, lease or other conveyance, with respect to the property on which any portion of the Premises is located shall be bound to the terms of this Lease as and to the extent the School Board is bound during the Lease Term.

IN WITNESS WHEREOF, the parties have executed this Lease on the date written above.

SANTA FE BOARD OF EDUCATION

X Mauro Legendre  
President

X Jaime A. Martinez  
Secretary

CITY OF SANTA FE

Debbie Jaramillo  
Debbie Jaramillo, Mayor

ATTEST:

Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

APPROVED AS TO LEGAL FORM:

Asenath M. Kepler  
Asenath M. Kepler, City Attorney

EXHIBIT "A" - LEASE AGREEMENT (CITY OF SANTA / SANTA FE PUBLIC SCHOOLS)  
 WOOD GORMLEY ELEMENTARY SCHOOL  
 SOCCER FIELD

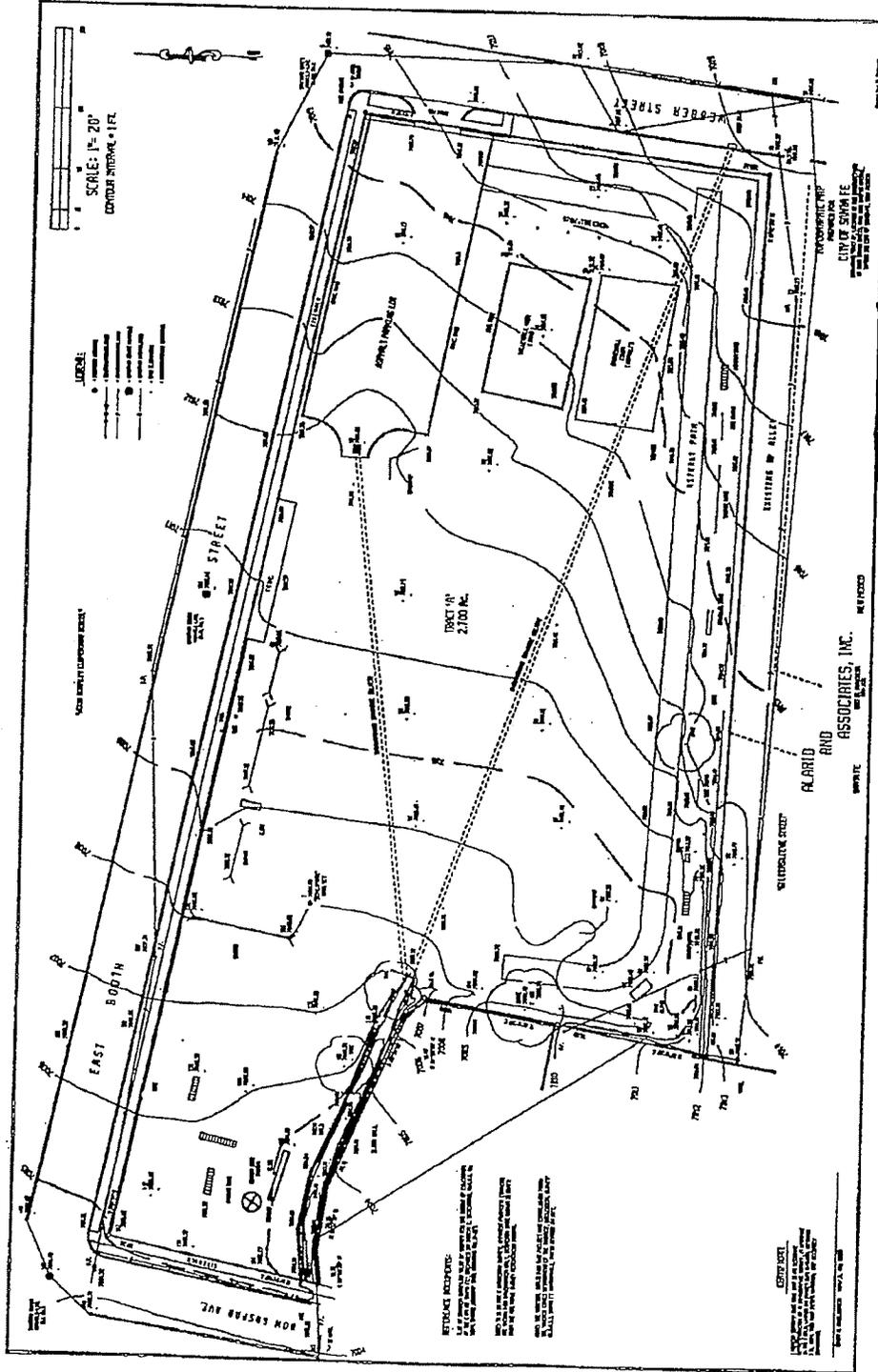


EXHIBIT "A" - LEASE AGREEMENT (CITY OF SANTA FE / SANTA FE PUBLIC SCHOOLS)  
 SWENEY ELEMENTARY SCHOOL  
 SOCCER FIELD

