

# City of Santa Fe, New Mexico

# memo

**DATE:** August 12, 2016 for the August 18, 2016 Meeting

**TO:** Planning Commission

**VIA:** Lisa D. Martinez, Director, Land Use Department  
Greg Smith, AICP, Director, Current Planning Division

**FROM:** Noah Berke, Senior Planner, Current Planning Division *NLB*

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## **UPDATE FOR POSTPONEMENT AT JULY 7, 2016 PLANNING COMMISSION MEETING.**

**Case #2016-64. Las Soleras Amendment to Master Plan – R-6 and R-12 Height and Side Yard Standards.** James W. Siebert & Associates, Inc., agent for Las Soleras Oeste, LTD., Las Soleras Center, and Pulte Homes of NM Inc., requests approval of an amendment to the Las Soleras Master Plan to establish alternative height and setback standards for the R-6 and R-12 residentially zoned districts of Las Soleras. (Noah Berke, Case Manager) **(CONTINUED FROM JULY 7, 2016)**

### **I. Update**

At the July 7, 2016 Planning Commission meeting, Case #2016-64 was approved for postponement. Direction was given to the applicant and staff to work together to fulfill the obligations of the Las Soleras Master Plan to design a Regional Park that was satisfactory with staff, provide a cost estimate for the proposed Regional Park, and provide for the dedication of 10 acres to the Santa Fe Public School District.

### **II. Regional Park Design and Cost Estimate**

Staff has met with the applicants, Las Soleras Oeste, LTD. and Pulte Homes of NM Inc., several times over the past weeks. The initial meeting was held at Ragle Park to demonstrate amenities of a developed Regional Park. At this meeting the applicants presented a conceptual phased park plan and associated costs. It was agreed upon that a community survey would be conducted through Nextdoor.com to present a series of options for a Regional Park. The survey resulted in approximately 190 responses and included amenities such as restrooms, drinking fountains, tennis courts, bocci ball courts, pickle ball courts, basketball courts, soccer fields, trails, shade areas, and a dog park. This information was presented to the applicant at

the next meeting.

Since the last Planning Commission meeting, a total of 4 meetings have been held with Las Soleras Oeste, LTD., and Pulte Homes of NM Inc., to further discuss conceptual park designs and preliminary cost estimates.

At the time this memorandum is being prepared, however we do not have full obligations on both a final park design and how the project will be financed.

The applicant has submitted a three phase conceptual design for a regional park. A preliminary cost estimate for the first phase is approximately \$605,270.00. Pulte has agreed to provide a financial guarantee of \$323,400. It is unclear how the remainder of the \$605,270.00 will be financed for Phase 1.

The applicant is proposing that the remaining phases of the Regional Park would be financed by development of other Tracts of Las Soleras Subdivision. The applicant is unsure about the timing of development of the park as its unclear when other Tracts of Las Soleras will be developed.

### **III. Santa Fe Public School Land Dedication**

The Planning Commission requested the fulfillment of the dedication and acceptance of 10 acres for a school site to the Santa Fe Public Schools. The applicant fulfilled this condition at the August 2, 2016 Santa Fe Public School Board meeting.

The applicant has provided a signed agreement from the Santa Fe Public Schools. (Exhibit A)

### **IV. Recommendation**

Staff is of the opinion that the applicants have fulfilled their obligation to meet with city staff and draft a proposed park plan, as well as providing preliminary costs associated with development of the Regional Park. However, at this time, we have not reached final agreement on the Regional Park Plan, the costs associated with full development of the Regional Park, and who or how the full financing will be provided for development of the Regional Park.

Las Soleras Oeste, LTD., has indicated that they don't wish to provide a financial guarantee for the Regional Park. Pulte Homes of NM has indicated that they will provide a financial guarantee of \$323,400 for their portion of the Regional Park.

Staff has amended the conditions of approval (Exhibit B) to reflect possible considerations and defers final recommendations on how to proceed to the Planning Commission.

# **City of Santa Fe, New Mexico**

## **Exhibit A**

### **Applicant Materials**

- 1. Applicant Responses to July 7, 2016 Planning Commission Meeting Concerns**
- 2. Santa Fe Public Schools Land Dedication Agreement**
- 3. Preliminary Park Design Presented to Staff**
- 4. Preliminary Cost Estimate for Phase 1 of Regional Park Presented to Staff**



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

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**915 MERCER STREET \* SANTA FE, NEW MEXICO 87505**  
**(505) 983-5588 \* FAX (505) 989-7313**  
[jim@jwsiebert.com](mailto:jim@jwsiebert.com)

August 10, 2016

Noah Berke  
Planner Senior  
PO Box 909  
Santa Fe, NM 87504

Re: Case # 2016-64, Amendment to Las Soleras Master Plan for Residential Building Height and Side Yard Standards

Dear Mr. Burke:

At the July 7 Planning Commission meeting, there was discussion about the elements of the requested modification to building height and setback standards. This letter responds to some of the major issues that were raised by the Planning Commission.

**Concern:** Two story dwellings at the street intersections creates an unwanted visual perspective to the rest of the street.

**Response:** Dwellings on lots at street intersections shown on Exhibit A will be restricted to one story dwellings.

**Concern:** A continuous row of two story dwellings will create a canyon effect along the roadway.

**Response:** No more than three two story dwellings will be constructed in a single continuous row. In other words three continuous two story dwellings would require a single story dwelling on each side of the two story units.

The Pulte Group would agree to a condition stating the language below:

As a reminder there are no two story units in the "Age Targeted" section which represents over have the dwelling units in the 300 unit project.

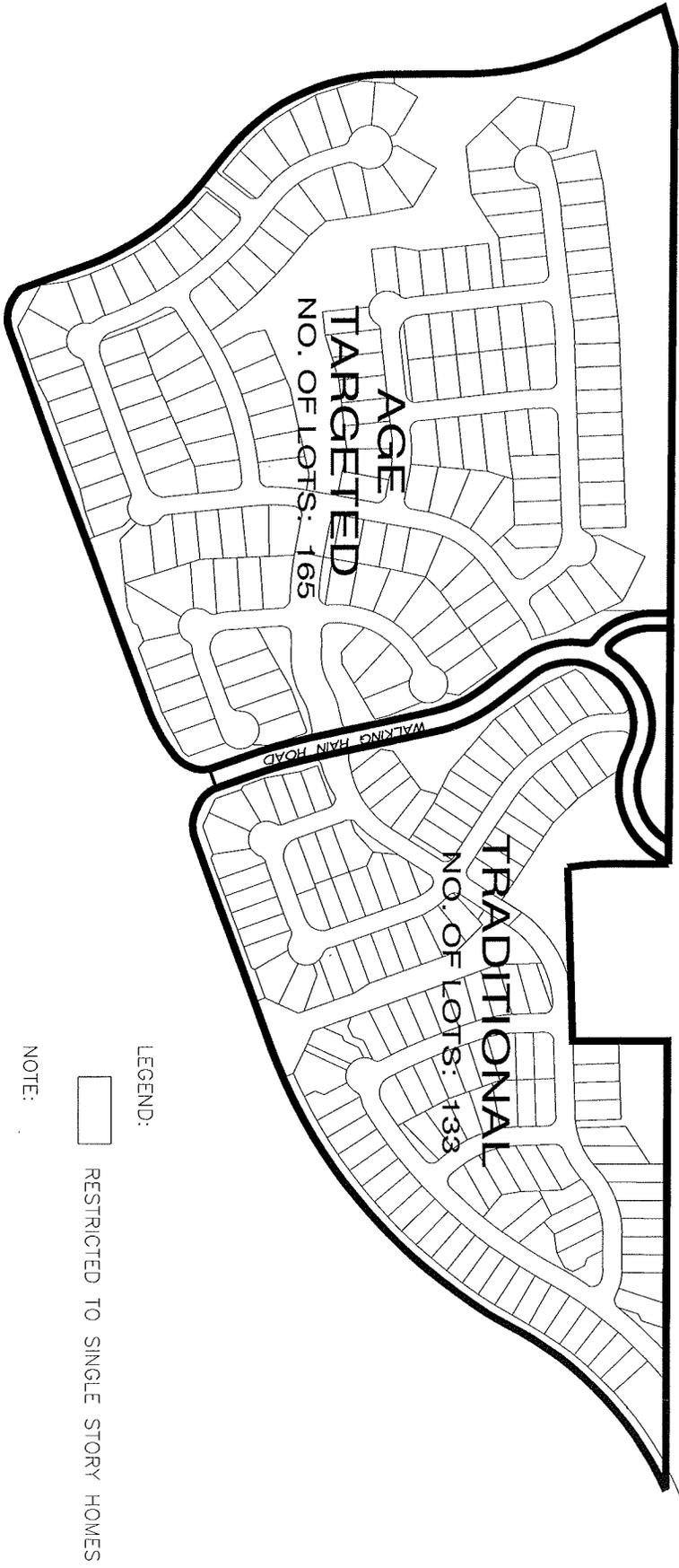
Sincerely,

A handwritten signature in cursive script that reads "James W. Siebert".

James W. Siebert

Xc: Greg Smith  
Lisa Martinez  
Kevin Patton  
Garret Price

# ESTANCIAS DE LAS SOLERAS



LEGEND:

RESTRICTED TO SINGLE STORY HOMES

NOTE:

PHASE 2 SUBJECT TO CHANGES AS PART OF PLATTING PROCESS

<p>JAMES W. SIEBERT AND ASSOCIATES, INC. 1115 KENNEDY STREET - SUITE 101 NEW ALBANY, INDIANA 46150 317.948.3300 FAX 317.948.3311</p>		<p>ESTANCIAS DE LAS SOLERAS EXHIBIT A</p>	
<p>DATE: 8/10/2016</p>		<p>SCALE: 1" = 300'</p>	

**DEED OF TRUST**  
(With Statutory Power of Sale)

**1. Parties.**

**Beneficiary:**  
Board of Education of Santa Fe Public Schools

**Address of Beneficiary:**  
Santa Fe Public Schools  
610 Alta Vista  
Santa Fe NM 87501  
Attn: Shirley McDougal

Beneficiary is the beneficiary and mortgagee under this Security Instrument.

**Trustor:**  
Las Soleras Center, LLC

**Address of Trustor:**  
8220 San Pedro NE Suite 500  
Albuquerque, NM 87113  
Attn: Gordon L. Skarsgard

Trustor is the trustor and mortgagor under this Security Instrument.

<p><b>Trustee:</b> Prima Title, LLC or such other agent designated by recordation of a Notice of Substitution of Trustee together with notice to Trustee and Trustor</p>	<p><b>Address of Trustee:</b> 123 Grant Ave. Santa Fe, NM 87501 Attn: Gregg Robinson</p>
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**2. Pledge Agreement; Obligation Secured.** This Deed of Trust (also referred to herein as this "Security Instrument") secures the performance of the Collateral Pledge Agreement for Charitable Contribution ("Pledge Agreement") signed by Trustor and attached hereto as Exhibit A.

**3. Real Property.** The term Real Property means and includes the land described on Exhibit B attached hereto, all the improvements now or hereafter erected on the land, and all easements, appurtenances, and fixtures now or hereafter a part of the Real Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the Real Property.

**4. Nonrecourse.** Beneficiary will look solely to the Real Property to enforce payment of the amounts secured by this Deed of Trust. No deficiency judgment shall be sought or obtained against Trustor, except to the extent of any loss, liabilities, damages, costs or expenses arising or resulting from (i) waste of the Collateral occurring after execution of the Pledge Agreement, (ii) fraud or misrepresentation by Trustor in any material respect, (iii) any hazardous or toxic materials, wastes, contamination or substances on or affecting the Collateral that Las Soleras caused, or permitted, to be deposited or released, or (iv) costs of collection and any Advances made by Beneficiary

under the terms of this Deed of Trust.

## 5. Definitions.

5.1. **Advances:** means the disbursements made by the Beneficiary to protect of Beneficiary's interest in the Real Property and is rights under this Deed of Trust, pursuant to Section 13 below.

5.2. **Deed of Trust Act:** New Mexico Deed of Trust Act, NMSA 1978, Sections 48-10-1 *et seq.*

5.3. **Payment:** means the payments due to the Beneficiary, including interest if applicable, under the Pledge Agreement, plus any other amounts due under this Security Instrument.

5.4. **Pledge Agreement:** the Pledge Agreement described above in Section 2.

5.5. **Real Property:** the real property interest described above in Section 3.

5.6. **Security Instrument:** this Deed of Trust.

5.7. **Successor in Interest of Trustor:** any party that has taken title to the Real Property, whether or not that party has assumed Trustor's obligations under the Pledge Agreement or this Security Instrument.

5.8. **Other Definitions.** The definitions in this Section are not exclusive, and words used in multiple Sections of this Security Instrument may be defined in particular sections.

6. **Grant of Real Property.** Trustor does hereby mortgage, grant and convey to Trustee, for the benefit of Beneficiary, the Real Property with mortgage covenants and upon the statutory mortgage condition, in conformity with NMSA 1978, Section 47-1-39 and the Deed of Trust Act, with power of sale. This Security Instrument secures to Beneficiary: (i) the performance of Trustor's covenants and agreements under this Security Instrument and its commitments and separate obligations under the Pledge Agreement and (ii) prompt payment of amounts due to Beneficiary under this Security Instrument and Pledge Agreement. The maximum amount secured by the lien of this Security Instrument is One Million Dollars (\$1,000,000.00).

7. **Trustor's Title.** Trustor represents that Trustor is the lawful owner of fee title to the Real Property and has the right to mortgage, grant and convey the Real Property and that the Real Property is unencumbered, except for encumbrances of record described on the title commitment delivered by Trustor to Beneficiary ("Permitted Encumbrances"). Trustor warrants and will defend generally the title to the Real Property against all claims and demands adverse to Beneficiary other than Permitted

## Encumbrances.

8. **Additional Security.** As additional security, Trustor hereby irrevocably assigns, transfers and conveys to Trustee for the benefit of Beneficiary all of Trustor's right, title and interest to all rents, issues, royalties and profits of the Real Property and of any personal property that may be now or hereafter located thereon. Until an event of default under this Deed of Trust, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to the event of default as they become due and payable. If an event of default occurs, Trustor's right to collect any of such monies shall cease and Trustee shall have the right, with or without taking possession of the Real Property, to collect all rents, royalties, issues and profits.

## 9. **Payment of Amounts Due.**

9.1. Trustor shall pay when due the reimbursements and other payments evidenced by the Pledge Agreement.

9.2. Payments are considered received by Beneficiary when received at the location designated in the Pledge Agreement or at such other location as may be designated by Beneficiary in accordance with the notice provisions in Section 17.

10. **Application of Payments or Proceeds.** All payments accepted and applied by Beneficiary shall be applied in the following order of priority: (a) costs of collection including reasonable attorneys' fees, (b) interest under the Pledge Agreement, if any, (c) reimbursements and payments due under the Pledge Agreement, and (d) sums advanced under Section 13. Any remaining amounts shall be applied to any other amounts due under this Security Instrument.

11. **Property Insurance.** If any improvements are made to the Real Property, Trustor shall maintain property insurance for the improvements with an insurance carrier that is satisfactory to Beneficiary, which provides insurance coverage for improvements, at full replacement cost, against loss by fire and all perils included under a special causes of loss property insurance policy. Beneficiary shall be named a loss payee on such property insurance. Upon substantial completion of any such improvements, Trustor shall provide Beneficiary with current certificates of insurance evidencing such insurance. Trustor shall give Beneficiary prompt notice of any lapse in required property insurance coverage. Beneficiary agrees that so long as Trustor is not in default under the Pledge Agreement, any insurance proceeds shall be applied by Trustor to the restoration of the improvements to the Real Property.

12. **Maintenance and Protection of the Real Property; Taxes.** Trustor shall not destroy, damage or impair the Real Property, allow the Real Property to deteriorate or commit waste on the Real Property. Whether or not Trustor is in possession of the Real Property, Trustor shall maintain the Real Property in order to prevent the Real Property from deteriorating or decreasing in value due to its condition. Beneficiary or its agent may make reasonable entries upon and inspections of the Real Property. If it has

reasonable cause, Beneficiary may inspect the interior of any improvements on the Real Property. Beneficiary shall give Trustor notice prior to such an interior inspection specifying such reasonable cause. Trustor shall pay all taxes and assessments of every kind or character charged, levied, or assessed against the Real Property or any part thereof, before such taxes or assessments become delinquent.

**13. Protection of Beneficiary's Interest in the Real Property and Rights Under this Security Instrument.**

13.1. If (a) Trustor fails to perform the obligations and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Beneficiary's interest in the Real Property or its rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Trustor has abandoned the Real Property, then Beneficiary may do and pay for whatever is reasonable or appropriate to protect Beneficiary's interest in the Real Property and rights under this Security Instrument, including protecting the value of the Real Property, and securing or repairing the Real Property.

13.2. Beneficiary's actions may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Real Property or rights under this Security Instrument, including its secured position in a bankruptcy proceeding; and (d) paying the costs and expenses of a receiver as provided in Section 24. Although Beneficiary may take action under this Section, Beneficiary is not under any duty or obligation to do so.

13.3. Any amounts disbursed by Beneficiary under this Section shall become additional debt of Trustor secured by this Security Instrument. These amounts shall bear interest at the rate of five percent (5%) per annum from the date of disbursement and shall be due and payable, with such interest, upon notice from Beneficiary to Trustor requesting payment (such amounts and the interest due thereon are referred to herein as Advances).

**14. Trustor Not Released; Forbearance By Beneficiary Not a Waiver.** Extension of the time for payment of the sums secured by this Security Instrument granted by Beneficiary to Trustor or any Successor in Interest of Trustor shall not operate to release the liability of Trustor or any Successors in Interest of Trustor. Beneficiary shall not be required to commence proceedings against any Successor in Interest of Trustor or to refuse to extend time for payment secured by this Security Instrument by reason of any demand made by the original Trustor or any Successors in Interest of Trustor. Any forbearance by Beneficiary in exercising any right or remedy including, without limitation, Beneficiary's acceptance of payments from third persons, entities or Successors in Interest of Trustor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors in Interest of Trustor Bound.** Subject to the provisions of Section 17, any Successor in Interest of Trustor that assumes Trustor's obligations under this Security Instrument in writing, and is approved by Beneficiary, shall obtain all of Trustor's rights and benefits under this Security Instrument. Trustor shall not be released from Trustor's obligations and liability under this Security Instrument unless Beneficiary agrees to such release in writing.

**16. Charges.** Beneficiary may charge Trustor fees for services performed in by third parties on behalf of Beneficiary in connection with Trustor's default, for the purpose of protecting Beneficiary's interest in the Real Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection fees and valuation fees, in the amount of the costs actually incurred without mark-up. Such fees shall become additional debt of Trustor secured by this Security Instrument. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Trustor shall not prohibit Beneficiary from charging of such fee.

**17. Notices.**

17.1. All notices given by Trustor or Beneficiary in connection with this Security Instrument must be in writing. Any notice to Trustor in connection with this Security Instrument shall be deemed to have been given to Trustor when mailed by first class mail or when actually delivered to Trustor's notice address if sent by other means. Notice to any one Trustor shall constitute notice to all Trustors unless New Mexico law expressly requires otherwise. The notice address shall be the address set forth in Section 1 unless Trustor has designated a substitute notice address by notice to Beneficiary. Trustor shall promptly notify Beneficiary of Trustor's change of address.

17.2. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Trustor. Any notice in connection with this Security Instrument shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Security Instrument is also required under New Mexico law, the New Mexico law requirement will satisfy the corresponding requirement under this Security Instrument.

**18. Transfer of the Real Property or a Beneficial Interest in Trustor.**

18.1. As used in this Section, "Interest in the Real Property" means any legal or beneficial interest in the Real Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Trustor at a future date to a purchaser.

18.2. If all or any part of the Real Property or any Interest in the Real Property is sold or transferred (or if Trustor is not a natural person, an ownership interest or

beneficial interest in Trustor is sold or transferred) without Beneficiary's prior written consent, Beneficiary shall be in default under this Security Instrument and may exercise all rights and remedies under this Security Instrument or the Deed of Trust Act.

**19. Encumbrances.** Trustor shall not impose any restrictive covenants, easements or other encumbrances (excepting any monetary liens that are subordinate to this Deed of Trust) upon the Real Property, execute or file any subdivision plat affecting the Real Property, or consent to the annexation of the Real Property to any municipality without the prior written consent of Beneficiary.

**20. Hazardous Substances.**

20.1. As used in this Section 19: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Real Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

20.2. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Real Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Real Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Real Property. The preceding two sentences shall not apply to the presence, use, or storage on the Real Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and maintenance of the Real Property (including, but not limited to, Hazardous Substances in consumer products). If Trustor knows, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Real Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary for an Environmental Cleanup.

**21. Acceleration; Remedies; Power of Sale.**

In the event of default, Beneficiary shall give notice to Trustor of the default setting forth: (a) the default; (b) the action required to cure the default; (c) a date, from the date the notice is given to Trustor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result foreclosure and sale of the Real Property by the Trustee by a sale as provided in the

Deed of Trust Act or by judicial proceeding. If the default is not cured on or before the date specified in the notice, Beneficiary may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument, at its option, either by Trustee's sale, in accordance with the procedures, including notice, under the Deed of Trust Act, or through judicial mortgage foreclosure proceeding. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Redemption Period.** If this Security Instrument is foreclosed or the Real Property is sold at a trustee's sale pursuant to the Deed of Trust Act, the redemption period after judicial or non-judicial sale shall be one month.

23. **Receiver.** At any time after default, Beneficiary shall be entitled to the appointment of a receiver for the Real Property pursuant to the New Mexico Receivership Act (NMSA 1978, Sections 44-8-1 *et seq.*).

24. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by New Mexico law. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of New Mexico law. In the event that any provision or clause of this Security Instrument or the Pledge Agreement conflicts with New Mexico law, such conflict shall not affect other provisions of this Security Instrument or the Pledge Agreement which can be given effect without the conflicting provision. As used in this Security Instrument: (a) words in the singular shall mean and include the plural and vice versa; and (b) the word "may" gives sole discretion without any obligation to take any action.

25. **Time of the Essence.** Time is of the essence hereof with respect to the dates, terms and conditions of this Deed of Trust. If a date set for performance under this Deed of Trust falls on a Saturday, Sunday or bank holiday in Santa Fe, New Mexico the time for performance shall be extended to the next day that is not a Saturday, Sunday or bank holiday.

(signature on following page)



**EXHIBIT A**

**PLEDGE AGREEMENT**  
(see attached)

## **EXHIBIT B**

### **LEGAL DESCRIPTION**

The following real estate in Santa Fe County, New Mexico:

Lot 26 as shown on the Lot Line Adjustment Plat prepared for Beckner Road Equities, filed on the 4<sup>th</sup> day of March, 2010 in Book No. 714 Pages 014 to 026 and recorded as Document No. 1592455 in the RECORDS OF SANTA FE COUNTY, NEW MEXICO.

Lot 26 has a common address of 4756 Beckner Road and consists of 3.78 acres, and is zoned C-1, and is contiguous to Beckner Road and Rail Runner Loop within the Las Soleras development in Santa Fe, New Mexico.

## **COLLATERAL PLEDGE AGREEMENT FOR CHARITABLE CONTRIBUTION**

This Collateral Pledge Agreement for Charitable Contribution ("Pledge Agreement") is made by and between Las Soleras Center, LLC ("Las Soleras") and the Board of Education of Santa Fe Public Schools ("SFPS") effective as of the later date of the parties' signatures below.

### **RECITALS**

A. Las Soleras offered to make a charitable donation to SFPS of at least ten (10) useable acres of land that is acceptable to SFPS for use as a future school site (such charitable donation is referred to herein as the "SFPS Land Donation"). By execution of this Pledge Agreement, the foregoing offer is accepted by SFPS. Las Soleras' commitment to make the SFPS Land Donation is secured by property within Las Soleras Master Plan area as collateral. The term "usable acres" means the measurement of land after subtracting the area of public or private streets, rights-of-way or easements, and other unusable or non-developable areas of land from the gross acres of land.

B. Las Soleras is the owner of the land described on Exhibit A ("Collateral"), which is located within Las Soleras Master Plan. Las Soleras is executing this Pledge Agreement for the purposes of (i) memorializing its commitment to make the SFPS Land Donation as a charitable contribution to SFPS and (ii) pledging the Collateral as security for performance of Las Soleras' commitments with respect to its charitable donation and its Separate Obligations hereunder.

### **AGREEMENT**

1. NON-RECOURSE OBLIGATION. In the event of any uncured default under this Pledge Agreement or the Deed of Trust (as defined below), SFPS shall proceed against the Collateral (as defined below) under the Deed of Trust, and SFPS shall not seek or claim recourse against Las Soleras for any deficiency or any personal judgment after foreclosure of its lien on the Collateral by power of sale or judicial mortgage foreclosure except to the extent of any loss, liabilities, damages, costs or expenses arising or resulting from (i) waste of the Collateral after the execution of this Pledge Agreement, (ii) fraud or misrepresentation by Las Soleras in any material respect, (iii) any hazardous or toxic materials, wastes, contamination or substances on or affecting the Collateral that Las Soleras caused, or permitted, to be deposited or released or (iv) costs and expenses incurred by SFPS pursuant to paragraph 4.d.

2. Pledge to Make SFPS Land Donation. Las Soleras agrees to donate to SFPS a tract of at least ten (10) useable acres of land, which is acceptable to SFPS for use as a future school site, in accordance with this Pledge Agreement.

- a. Las Soleras identified at least ten (10) acres of useable land within the tract of land depicted on Exhibit B ("Beaty Triangle") consisting of the area located between the property boundary along the electrical transmission easement and the arroyo with access easement, as shown on Exhibit B-1 as possible donation for the School Site. The SFPS evaluated the Beaty Triangle, at its expense, and determined that it would meet the SFPS Minimum Requirements, as defined below, if donated.
- b. If Las Soleras fails to acquire and donate the Beaty Triangle, Las Soleras will continue to work cooperatively and in good faith with SFPS to identify at least 10 acres of useable land in another location that is acceptable to SFPS and that Las Soleras can acquire and donate to SFPS. To be acceptable to SFPS the minimum 10 useable acre site should (a) be located in an area that could reasonably serve the Las Soleras development and be adjacent to additional land that could be acquired by SFPS (or donated to SFPS) for construction of school facilities, in order to allow SFPS to assemble the total of fifteen (15) useable acres of land needed for school facilities and (b) meet the following criteria: land that (i) does not have physical attributes that would require extensive site engineering in order to create the needed buildable area to meet statewide adequacy standards for public schools, (ii) has adequate primary and secondary access and (iii) is not subject to adverse environmental conditions that are unacceptable to SFPS ("SFPS Minimum Requirements").
- c. SFPS staff will work cooperatively with Las Soleras to evaluate land identified by Las Soleras for donation, at SFPS' cost. Any land donation is subject to, and conditioned upon, acceptance of the donation by SFPS.
- d. Once Las Soleras has identified property as a potential donation for a School Site ("Donation Property"), Las Soleras shall provide the following documents to SFPS, at Las Soleras' cost:
  - i. a boundary survey of the property;
  - ii. a title commitment for the property ("Title Commitment"), issued by Prima Title, LLC or other title company approved by SFPS ("Title Company"); and
  - iii. any other documents and reports related to the identified property in the possession or control of Las Soleras.
- e. If the Donation Property identified by Las Soleras meets the SFPS Minimum Requirements, or is otherwise determined to be acceptable, administrative staff will present the donation of the property to the Board of Education of Santa Fe Public Schools for approval. Upon approval of the

donation of the Donation Property by the Board of Education of Santa Fe Public Schools, Las Soleras shall acquire title to the Donation Property, if not already owned by Las Soleras, and convey the Donation Property to SFPS by Special Warranty Deed, free and clear of all liens and encumbrances except for the specific exceptions listed on the Title Commitment and approved in writing by SFPS ("Permitted Exceptions"). At the time of the closing for the conveyance, Las Soleras shall cause the Title Company to issue an Owner's Policy of Title Insurance to SFPS, with standard exceptions 1 through 5 deleted and the arbitration clause deleted ("SFPS Title Policy").

- f. Las Soleras shall pay all closing costs, including (i) payment of all property taxes and assessments applicable prior to the date that the School Site is conveyed to SFPS, (ii) premium for the SFPS Title Policy and (ii) escrow fees and all other customary closing costs. In addition, Las Soleras shall pay at closing all sums due to SFPS under this Pledge Agreement or the Deed of Trust, as Separate Obligations.
- g. Las Soleras agrees to complete the SFPS Land Donation, including conveyance to SFPS of the Donation Property approved by SFPS by no later than December 31, 2019 ("Outside Date").
- h. Upon completion of the SFPS Land Donation, including conveyance of the approved Donation Property to SFPS, SFPS agrees to execute the Donee Acknowledgment, Section B, Part IV of Internal Revenue Form 8283 for such completed donation, and execute other documents reasonably requested by Las Soleras, for submittal to the Internal Revenue Service to establish the donation of the Donation Property as a charitable donation, at no cost or risk to SFPS, provided that the documents are reasonably acceptable to SFPS and its attorneys. In no event will SFPS be required to provide or contribute to the cost of an appraisal of donated land. SFPS makes no representation that the donation of the Donation Property to SFPS will qualify as a charitable donation under applicable Internal Revenue Service regulations. However, SFPS states that it is organized or recognized as a 501(c) organization and its Tax ID. Number is 85-6000169.

3. Cash in Lieu Donation. If the SFPS Land Donation, including conveyance of an approved Donation Property to SFPS, is not completed by the Outside Date then Las Soleras agrees to contribute the sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) to SFPS as a charitable donation in lieu of the SFPS Land Donation within thirty (30) calendar days thereafter, without demand, and SFPS agrees to accept such \$850,000.00 charitable donation in lieu of the SFPS Land Donation. Such sum shall be used by SFPS to fund the acquisition of land or development of school facilities in southern Santa Fe. SFPS is relying on the timely receipt of the in lieu cash donation. If the donation is not made by the date due, Las Soleras agrees to increase the amount

of the donation at the rate of five percent (5%) per annum from the date due until paid. Payment of the in lieu cash donation and other sums due and payable to SFPS under this Pledge Agreement shall be secured by the Collateral. SFPS agrees to acknowledge the in lieu cash donation with a receipt that identifies the amount of the charitable donation received and includes a statement indicating that no goods or services were given to the donor in exchange for the contribution. Upon receipt of the sums due to SFPS under this Section 3, SFPS shall deliver a release of the Deed of Trust, in recordable form, to Las Soleras.

4. Pledge.

- a. Las Soleras hereby pledges the Collateral as security for the prompt payment and performance by Las Soleras of all Las Soleras' commitments under this Pledge Agreement ("Commitments") and the Separate Obligations of this Pledge Agreement ("Separate Obligations"). In addition, Las Soleras agrees to grant a Deed of Trust to the Collateral, for the benefit of SFPS, as security for the performance the Commitments and Separate Obligations under this Pledge Agreement. The Deed of Trust shall also secure performance of Las Soleras' obligations under the Deed of Trust.
- b. If not attached as Exhibit C hereto, within ten (10) days after execution of this Pledge Agreement, Las Soleras shall provide proof, in the form of a current title commitment, that Las Soleras is sole owner of fee title to the Collateral and that the Collateral is free and clear of all liens or assessments except for the lien on non-delinquent property taxes and assessments. If the title commitment discloses matters affecting title that are not acceptable to SFPS and are not cured within thirty (30) days after notice from SFPS, then Las Soleras shall provide other property located within the Las Soleras Master Plan area that is acceptable to SFPS and of at least equal to or greater than \$900,000 in value, as initial Collateral.
- c. Until such time as the pledge of the Collateral under this Pledge Agreement and the Deed of Trust are released, Las Soleras agrees to:
  - i. pay all property taxes and assessments on the Collateral prior to delinquency;
  - ii. keep the Collateral free and clear of liens and encumbrances, except for the lien of non-delinquent property taxes;
  - iii. maintain the Collateral in good condition, in accordance with all applicable laws and regulations;
  - iv. not pledge or mortgage the Collateral to any party other than SFPS; and

- v. not enter into any agreement to encumber, sell or otherwise transfer the Collateral without the prior written consent of SFPS, which consent shall not be unreasonably withheld so long as Las Soleras is substituting Collateral as provided in Section 5 below. Any prohibited agreement shall be void and not binding on SFPS in the event of a foreclosure of the Collateral.
- d. SFPS shall have the right, but not the obligation, to pay any taxes or assessments on or relating to the Collateral and any costs reasonably required to preserve the Collateral, and Las Soleras shall reimburse SFPS for any such payments made or costs incurred as a Separate Obligation, payment of which are secured by the Deed of Trust.
- e. The Commitments and the Separate Obligations set forth in this Pledge Agreement and the obligations of Las Soleras under the Deed of Trust are referred to herein collectively as the "Secured Commitments".

5. Substitution of Collateral. SFPS agrees that this Pledge Agreement and the Deed of Trust may be amended by the parties to substitute other property as the collateral securing the Secured Commitments provided that the substituted collateral has a value that equals or exceeds the market value of the Collateral currently encumbered by the Deed of Trust, as shown by a current appraisal signed by a licensed New Mexico appraiser and other documentation reasonably requested by SFPS as of the date of substitution, and is otherwise reasonably acceptable to SFPS. Without limiting the foregoing, the substitute Collateral must have adequate access and utilities to the property line or located in an adjacent public right-of-way. Provided that the foregoing conditions are met, SFPS agrees to accept a metes and bounds description of the substitute Collateral that conforms to the requirements of the City Development Code, Article 14.

6. Default; Foreclosure.

- a. The Collateral may be foreclosed (or the power of sale under the Deed of Trust exercised) in the event that Las Soleras fails to timely and properly perform any of the Secured Commitments and that the failure to perform or other breach of a Secured Commitment is not cured within thirty (30) days after receipt of a written notice of default from SFPS. Such written notice of default shall state the default and the action required to cure the default.
- b. In the event that SFPS issues a proper notice of default to Las Soleras, then Las Soleras may elect within the thirty (30) day notice contained within the Notice of Default to:
  - i. pay \$850,000.00 pursuant to Section 1.g.ii above, or

- ii. enter into a Deed In Lieu Agreement with SFPS in a form acceptable to both parties and to the title company issuing SFPS' Owner's Policy of Title Insurance for the Collateral. The Deed in Lieu Agreement shall state that (i) Las Soleras acted freely and voluntarily, not under coercion or duress, (ii) Las Soleras and SFPS have agreed to conveyance of title to the Property in lieu of the exercise of SFPS' remedies pursuant to the Pledge Agreement and Deed of Trust, (iii) conveyance of the Collateral in accordance with the Deed in Lieu Agreement will relieve Las Soleras of all further obligations under the Pledge Agreement and all liability for default under the Pledge Agreement and (iv) that SFPS has no right to seek a deficiency judgment. In the event the property described in the Deed In Lieu Agreement would not conform to the requirements for a legal lot of record or would create a violation of the City Of Santa Fe Development Code Section 14.3.7A, Las Soleras agrees that no transfer by deed in lieu shall be effective until approved by the City at Las Soleras' sole expense.
- c. In the event of any such uncured default under this Pledge Agreement or the Deed of Trust, SFPS shall proceed against the Collateral under the Deed of Trust subject to the limitations stated in Section 1 above.
- d. In the event of such an uncured default of the Deed of Trust, SFPS agrees to accept a deed to the Collateral in lieu of foreclosure or exercise of the power of sale under the Deed of Trust if the following conditions are satisfied and the Warranty Deed, described below, is delivered to SFPS within thirty (30) days after receipt of a written notice of default from SFPS.
  - i. The Collateral is free and clear of all liens and encumbrances other than items disclosed in a current title commitment and approved by SFPS ("Approved Exceptions").
  - ii. Las Soleras has performed its obligations under Paragraph 4(c) above, in all material respects.
  - iii. The Collateral is conveyed to SFPS by Warranty Deed, subject only to the Approved Exceptions.
  - iv. Las Soleras provides to SFPS, at Las Soleras' cost, an Owner's Policy of Title Insurance to, with standard exceptions 1 through 5 deleted and the arbitration clause deleted, and with the specific exceptions limited to the Approved Exceptions.

7. Representations and Warranties. As a material inducement to SFPS to execute this Pledge Agreement, Las Soleras represents and warrants to SFPS that: (i) Las Soleras is the fee simple owner of the Property, (ii) Las Soleras has the full right and

authority and has obtained all consents required to enter into this Agreement and to pledge the Collateral, (iii) this Pledge Agreement does not violate any agreement to which Las Soleras is a party or to which Las Soleras is bound and (iv) to Las Soleras' knowledge, the Collateral is free of any hazardous, contaminated or toxic materials, wastes or substances.

8. Release Upon Satisfaction. Upon full and complete performance of the Commitments and Separate Obligations under this Pledge Agreement, SFPS agrees to execute and record a release of this Pledge Agreement and a release of the Deed of Trust.

9. Further Assurances. Las Soleras agrees to perform, execute and deliver any further deliveries and assurances as may be reasonably necessary to further perfect the pledge of the Collateral.

10. Cost of Enforcement; Attorneys' Fees. In the event of Las Soleras' default under this Pledge Agreement that is not cured within the time allowed, Las Soleras shall reimburse SFPS for all costs and expenses incurred to enforce the terms of this Pledge Agreement, including reasonably attorneys' fees, as a separate obligation secured by the Deed of Trust.

11. Mediation. In the event of any claim, disagreement or dispute between the parties arising out of or related to this Pledge Agreement, the subject matter hereof or the Deed of Trust, prior to filing any lawsuit against the other, the parties agree to participate in mandatory mediation in Santa Fe, New Mexico, utilizing the services of an attorney-mediator, in accordance with this Section 10. The mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the First Judicial District Court. Any such mediation shall be held within thirty (30) days after a demand by either party. The parties shall jointly share the cost of any such mediation. If a party's claim, disagreement or dispute is not resolved by mediation within sixty (60) days after a demand for mediation was made, then the party may bring a legal action (or the parties may mutually agree in writing to submit the matter to binding arbitration). The parties agree to jurisdiction and venue in the First Judicial District Court, Santa Fe County, New Mexico for any legal action brought in connection with this Pledge Agreement, the subject matter hereof or the Deed of Trust. In the event of any litigation or arbitration between the parties with respect to the this Pledge Agreement, the subject matter hereof or the Deed of Trust, the non-prevailing party to such litigation or arbitration shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, all of which shall be included in, and as a part of, the judgment or award rendered in such litigation or arbitration by the judge or arbitrator, as applicable. Notwithstanding the foregoing, if the non-prevailing party is SFPS, the obligation to pay such amounts shall be subject to the sufficiency of appropriations having been appropriated therefor in the then current fiscal year.

12. Notice. Any notice required or permitted to be given to either party pursuant to, or in connection with this Pledge Agreement or the Collateral shall be in writing, shall be

given or delivered by hand, overnight courier or mailed, at the address set forth below. Either party may change its address for giving notice by written notice to the other party.

Las Soleras Center, LLC  
Attn. Gordon L. Skarsgard, Co-Manager  
8220 San Pedro Dr. NE Suite 500  
Albuquerque, NM 87113  
Tel: (505) 262-2323  
Fax: (505) 998-9080  
Email: [skip@ziarisingnm.com](mailto:skip@ziarisingnm.com)

Las Soleras Center, LLC  
Attn. John H. Mahoney, Co-Manager  
3002 Rio Bravo Blvd SW  
Albuquerque, NM 87105  
Tel: (505) 877-7800  
Fax: (505) 877-7802  
Email: [jmahoney8@comcast.net](mailto:jmahoney8@comcast.net)

With copies that shall be deemed notice to:

Joshua J. Skarsgard  
Email:  
[josh@retailsouthwest.com](mailto:josh@retailsouthwest.com)

Trisha Lopes  
Email:  
[trish@retailsouthwest.com](mailto:trish@retailsouthwest.com)

Leslie Yardman  
Email: [leslie@ziarisingnm.com](mailto:leslie@ziarisingnm.com)

Randy Eakin  
Email: [randyeakin@aol.com](mailto:randyeakin@aol.com)

Jim Siebert  
Email: [jim@jwsiebert.com](mailto:jim@jwsiebert.com)

Kathy Gardner Getz  
Email: [kgardnergetz@yahoo.com](mailto:kgardnergetz@yahoo.com)

J. Harmon Burttram  
Email:  
[harmon.burttram@centurybnk.com](mailto:harmon.burttram@centurybnk.com)

Board of Education of Santa Fe Public Schools  
Attn. Shirley McDougal  
Santa Fe Public Schools  
610 Alta Vista  
Santa Fe, NM 87501  
Tel: (505) 467-3443  
Email: [smcdougall@sfps.k12.nm.us](mailto:smcdougall@sfps.k12.nm.us)

With a copy that shall not be deemed notice to:

Charlotte H. Hetherington  
Cuddy & McCarthy, LLP  
P.O. Box 4160  
Santa Fe, NM 87502-4160  
Tel: (505) 988-4476

Fax: (888) 977-3814  
Email: chetherington@cuddymccarthy.com

13. Miscellaneous.

- a. Amendments. No provision or term of this Pledge Agreement may be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument duly executed by SFPS and Las Soleras.
- b. Headings. Section and paragraph headings herein are for convenience only and shall not affect the construction of this Pledge Agreement.
- c. Entire Agreement. This Pledge Agreement, and Deed of Trust, constitute and incorporate the entire agreement between SFPS and Las Soleras concerning the subject matter hereof.
- d. Severability. If any provision in this Pledge Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions hereof shall not be impaired thereby, nor shall the validity, legality or enforceability of any such defective provision by in any way be affected or impaired in any other jurisdiction.
- e. Governing Law. This Pledge Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.
- f. Time of the Essence. Time is of the essence hereof with respect to the dates, terms and conditions of this Pledge Agreement. If a date set for performance under this Pledge Agreement falls on a Saturday, Sunday or bank holiday in Santa Fe, New Mexico the time for performance shall be extended to the next day that is not a Saturday, Sunday or bank holiday.
- g. Successors. The terms, conditions and provisions of this Pledge Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns and shall run with the land and be binding upon successors in interest of the Collateral.

14. Counterparts. This Pledge Agreement may be executed in any number of counterparts, which together will constitute one and the same contract.

(signature pages follow)

**BOARD OF EDUCATION OF SANTA FE PUBLIC SCHOOLS**

By: Susan Duncan  
\_\_\_\_\_, \_\_\_\_\_ and  
authorized representative for and on behalf  
of the Board of Education of Santa Fe Public Schools

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

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2016 by Susan Duncan as President and authorized representative for and on behalf of the Board of Education of the Santa Fe Public Schools.

Dina C. Gutierrez  
Notary Public

My commission expires: 8/17/19





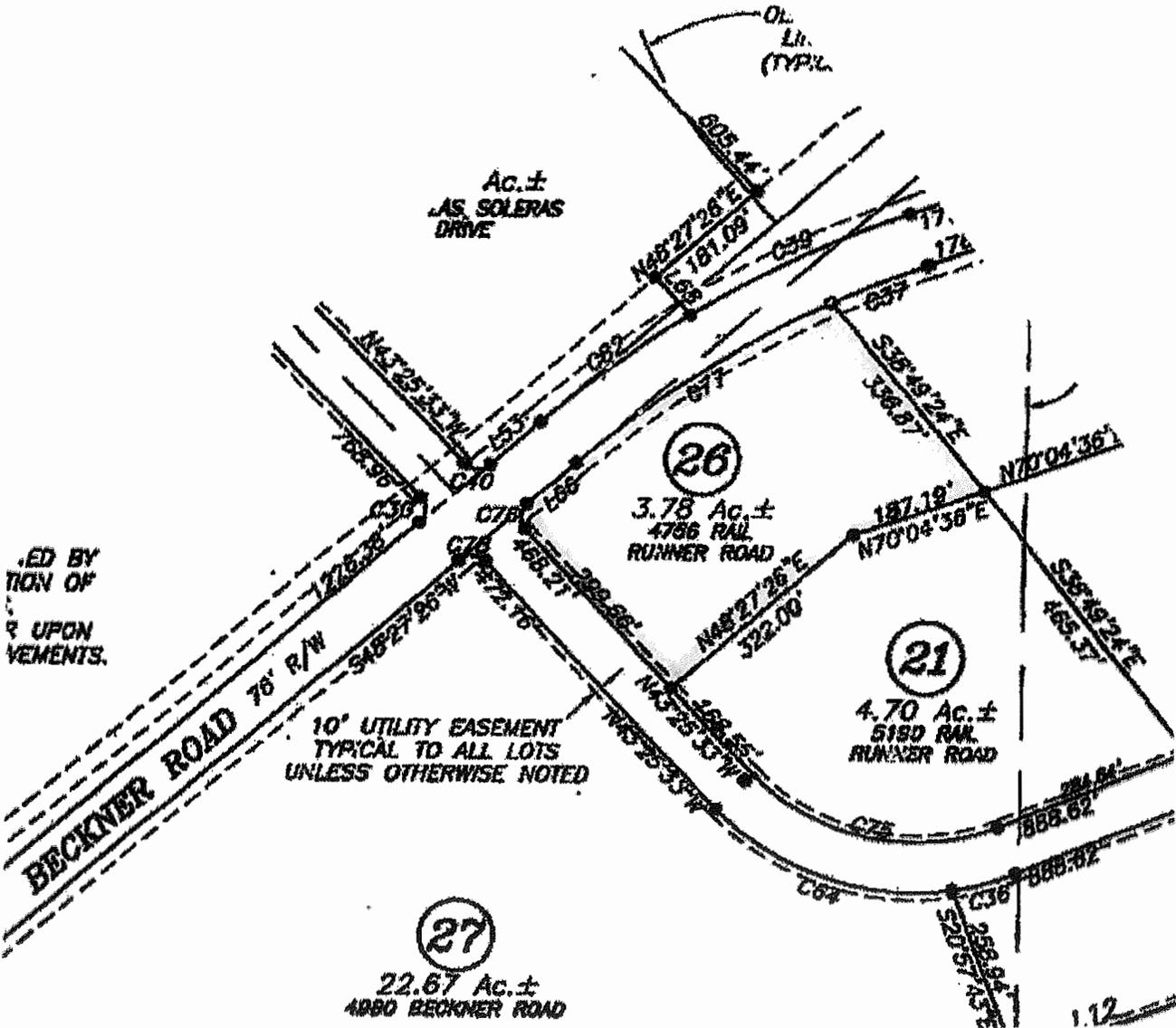
EXHIBIT A

LEGAL DESCRIPTION  
OF  
COLLATERAL

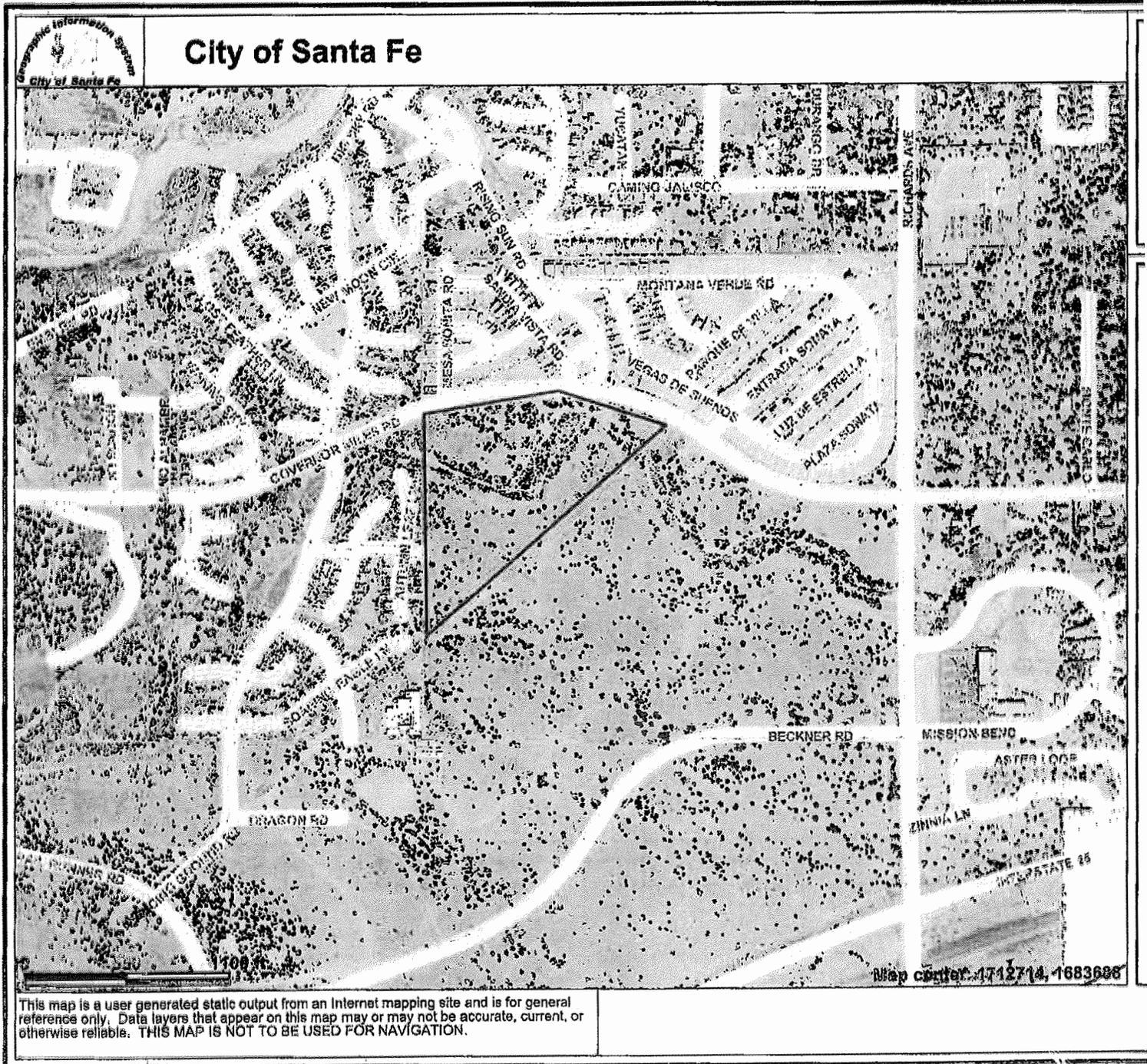
The following real estate in Santa Fe County, New Mexico:

Lot 26 as shown on the Lot Line Adjustment Plat prepared for Beckner Road Equities, filed on the 4<sup>th</sup> day of March, 2010 in Book No. 714 Pages 014 to 026 and recorded as Document No. 1592455 in the RECORDS OF SANTA FE COUNTY, NEW MEXICO.

Lot 26 has a common address of 4756 Beckner Road and consists of 3.78 acres, and is zoned C-1, and is contiguous to Beckner Road and Rail Runner Loop within the Las Soleras development in Santa Fe, New Mexico.



**EXHIBIT B**  
**DEPICTION OF BEATY TRIANGLE LAND**

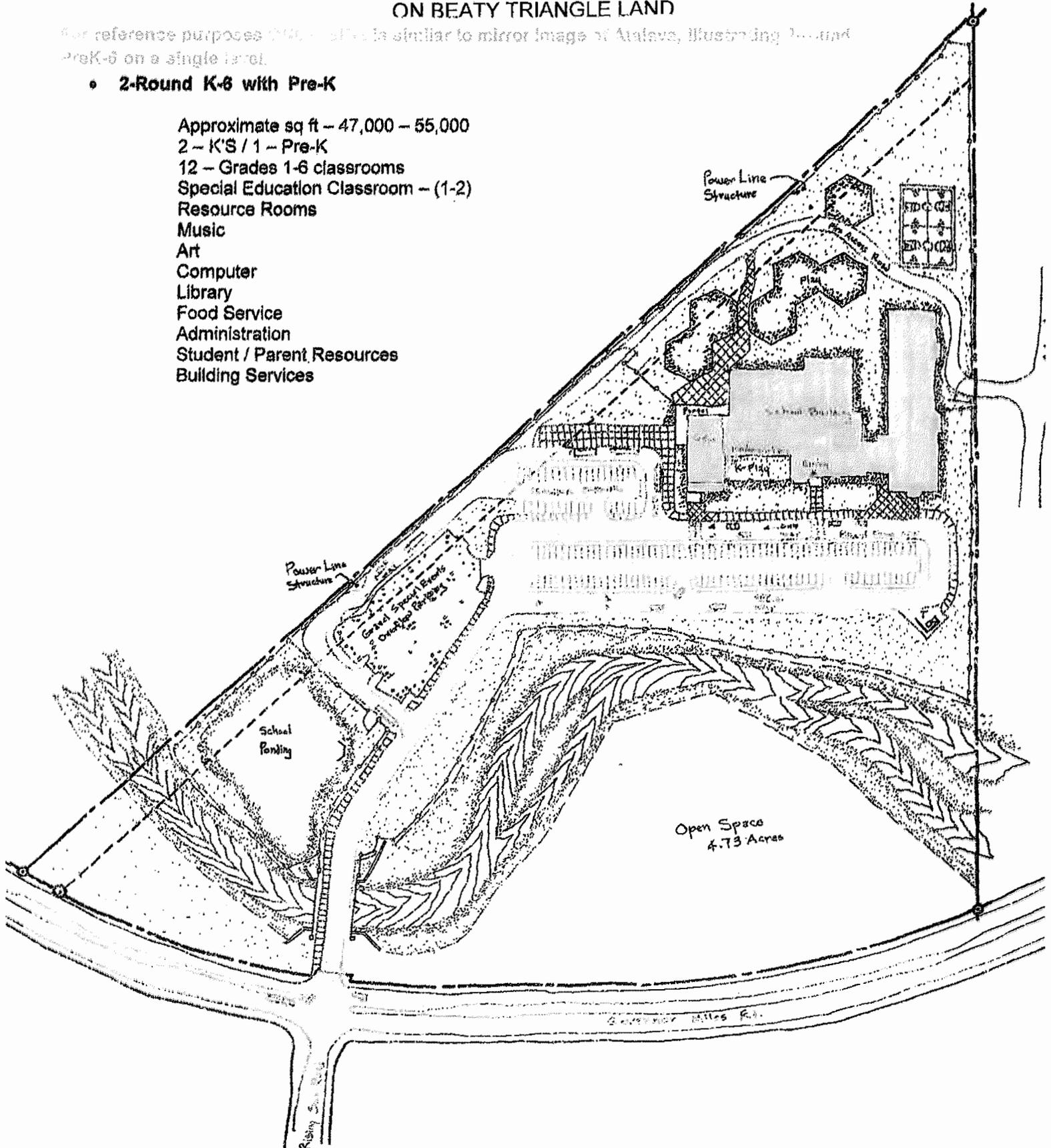


**EXHIBIT B-1**  
**DEPICTION OF POSSIBLE FUTURE SCHOOL IMPROVEMENTS**  
**ON BEATY TRIANGLE LAND**

For reference purposes only. This is similar to mirror image of Atlanta, illustrating 2-round PreK-6 on a single level.

• **2-Round K-6 with Pre-K**

- Approximate sq ft – 47,000 – 55,000
- 2 – K'S / 1 – Pre-K
- 12 – Grades 1-6 classrooms
- Special Education Classroom – (1-2)
- Resource Rooms
- Music
- Art
- Computer
- Library
- Food Service
- Administration
- Student / Parent Resources
- Building Services



**EXHIBIT C**  
**TITLE COMMITMENT FOR COLLATERAL**  
**(see attached)**

Deferment

Prepared by:  
James W. Siebert & Assoc., Inc

## **LAS SOLERAS REGIONAL PARK**

### PHASE 1 IMPROVEMENTS 2017-2018

- 12' Trail from Rail Runner Road to SW end of west soccer field.
- One 180' x 300' grass soccer field with 20' grass auxiliary area and irrigation systems.
- Base course parking area for 39 spaces – and 20' base course drive to parking.
- Steel gate at Rail Runner Road.
- Install low water crossing.
- Install 2" water meter
- Install 8" water line connected to existing 24" line
- 2 Pickle ball courts
- Drinking fountain
- 5' asphalt from 12' trail to restroom
- Water served from 2" meter, connect to 10" sewer line
- Construct 2,000 feet of 5' informal trail
- Construct dog park with water
- Site grading

### PHASE II IMPROVEMENTS

- Pave parking lot, provide for 60 parking spaces off of Rail Runner Road
- Construct disk golf with informal path to baskets
- Construct shade shelter 20' x 30' with concrete floor with 2 picnic tables and 2 barbeque grills
- Horse shoe pit (2)
- One soccer field with 20' grass auxiliary area and irrigation systems
- Construct 5' trail from south parking lot to picnic/shade shelter
- Grade area for Ultimate Frisbee
- Complete 12' trail to Arroyo de los Chamisos trail if Ross's Peak has completed City trail to sewer line.
- Construct male/female/family restrooms – 2 sinks, 2 toilets
- With completion of Las Soleras Drive, construct 39 space parking with 6" basecourse
- Install drinking fountain

### PHASE III IMPROVEMENTS

- Build grass family area (install irrigation)
- Children's playground
- Install drinking fountain
- Construct informal trail south
- Complete city trail to Las Soleras Drive
- Shade structure

**ANTICIPATED BUILD-OUT  
LAS SOLERAS**

<b>YEAR</b>	<b>PROJECT NAME</b>	<b>OCCUPIED DWELLINGS TOTAL EACH YEAR</b>	<b>CUMMULATIVE TOTAL</b>
<b>2017</b>	Estancias de las Soleras 1-A & 1-B	50	50
	1-C	20	70
<b>2018</b>	1-A, 1-B, 1C – 2A	60	130
	Ross's Peak Phase I	30	160
<b>2019</b>	1-C-2A-2B	60	220
	Ross's Peak	45	265
	Affordable Apts.	87	352
<b>2020</b>	2A-2B	60	412
	Ross's Peak	60	472
	Apartments	225	697
<b>2021</b>	2A-2B	48	745
	Ross's Peak	45	790
<b>2022</b>	Apartments	225	1015
	Ross's Peak	20	1035

Prepared by:  
 James W. Siebert & Assoc., Inc  
 August 9, 2016

Las Soleras Regional Cost Estimates  
**Phase 1**

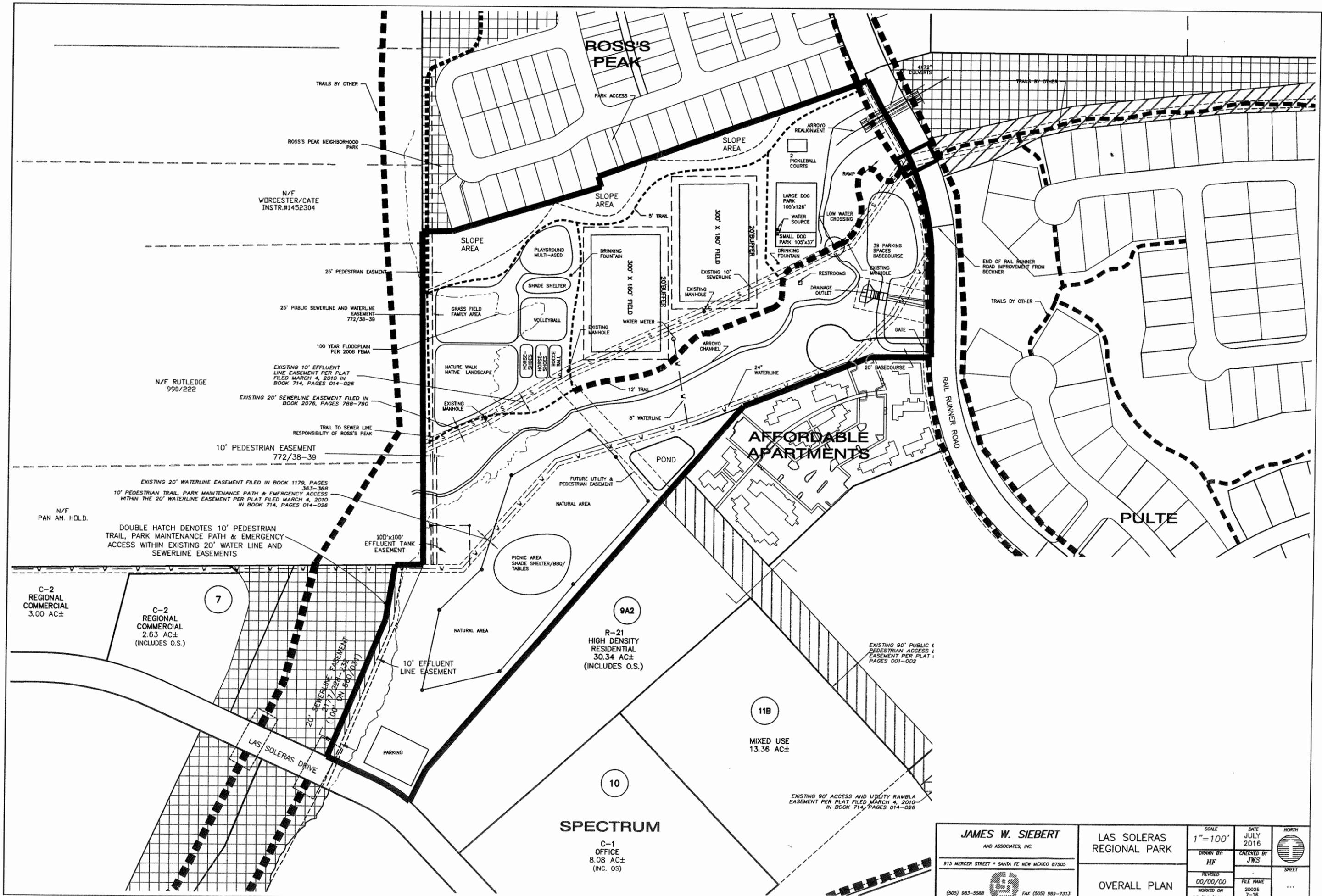
Item	Unit	Unit Cost	Unit No.	Extension
12' City trail	SY	\$12.90	1,600 SY	\$20,640.00
Mobilize	LS	\$5,000.00	1	\$5,000.00
4" basecourse for parking & subgrade prep	SF	\$1.02	12,000 SY	\$12,240.00
6" basecourse Road RR to Parking & subgrade prep	SY	\$8.73	667 SY	\$5,820.00
8" WL Pipe, w/ Fittings	LS	\$28.02	1	\$12,126.00
Ped low water crossing	LS	\$65.00	1	\$6,920.00
Grading for informal 5' walk	LF	\$3.00	300	\$900.00
Planning	LS	\$35,000.00	1	\$35,000.00
Drinking Fountain	LS	\$2,000.00	1	\$2,000.00
Grading park area	LS	\$30,000.00	1	\$30,000.00
Soccer field w. irrigation	LS	\$220,000.00	1	\$220,000.00
Dog Park with water	LS	\$40,000.00	1	\$40,000.00
Pickle Ball Court	EA	\$15,000.00	2	\$30,000.00
Steel gate	LS	\$3,000.00	1	\$3,000.00
Engineering & Landscape	LS	\$30,000.00	1	\$30,000.00
Staking	LS	\$7,000.00	1	\$7,000.00
SWPPP	LS	\$2,000.00	1	\$2,000.00
Construction Management	LS	\$12,000.00	1	\$12,000.00
			<b>Subtotal</b>	<b>\$474,646.00</b>
			10% contingency	\$47,465.00
			GRT 8.3125%	\$39,455.00
			<b>Grand Total</b>	<b>\$561,566.00</b>
<b>Phase 1-Other Cost</b>				
<b>Request City Assistance</b>			<b>Estimated Cost</b>	
Building permit fee			\$7,600.00	
2" water meter & UEC			\$16,104.00	
Irrigation of planted area			\$20,000.00	
<b>Subtotal</b>			<b>\$43,704.00</b>	
Phase 1-park construction total			\$561,566.00	
<b>Grand total</b>			<b>\$605,270.00</b>	

## Phase 2

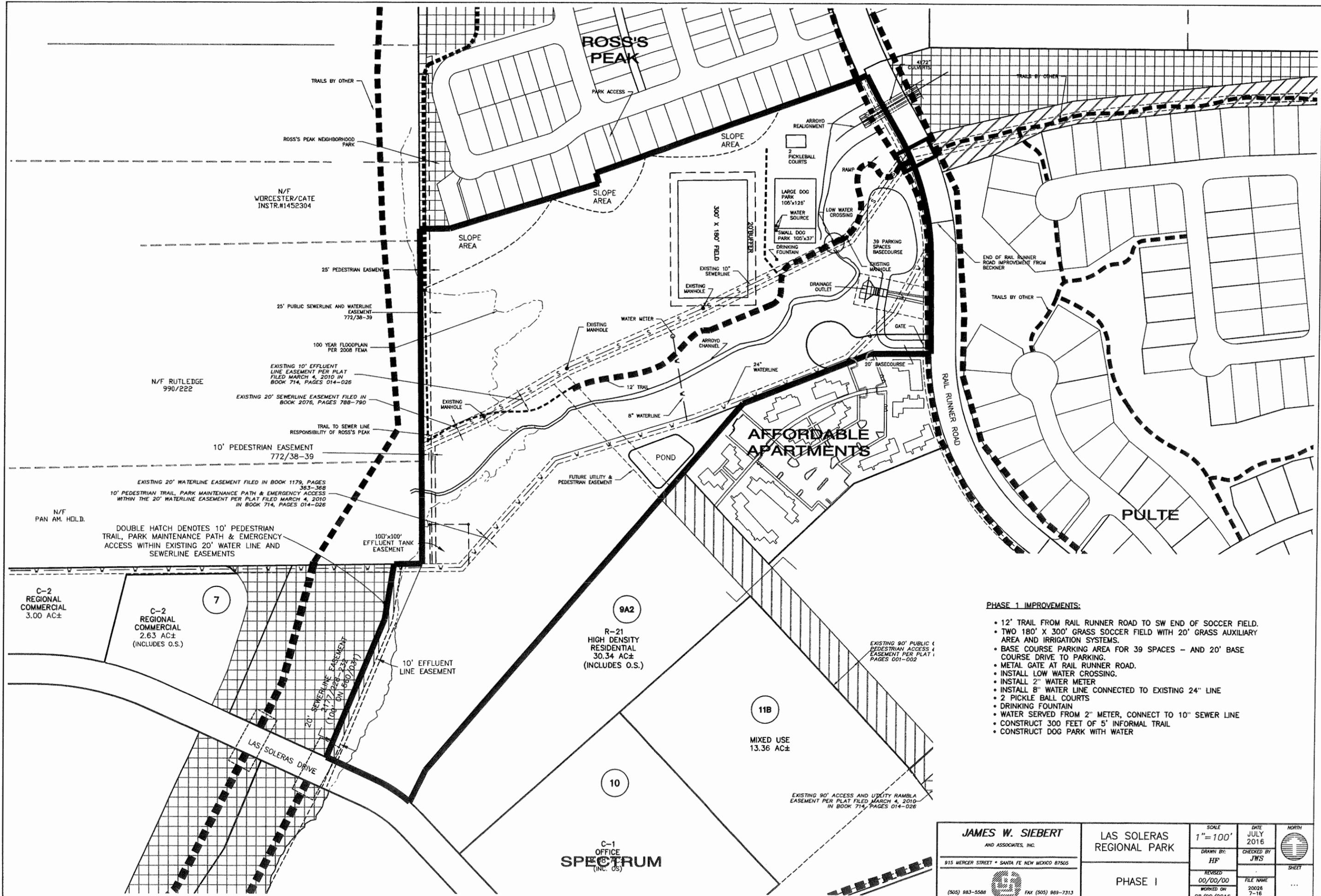
Item	Unit	Unit Cost	Unit No.	Extension
Drinking fountain	LS	\$2,000.00	1	\$2,000.00
Soccer Field	LS	\$220,000.00	1	\$220,000.00
Grading				\$30,000.00
Restrooms male/female/family Two toilets/two sinks				\$45,000.00
Informal trail	LF	\$3.00	2,000	\$6,000.00
Horseshoe pits	EA	\$3,000.00	2	\$6,000.00
Building Permit				\$1,580.00
SWPPP				\$2,000.00
Staking				\$2,000.00
Engineering				\$6,000.00
Construction management				\$8,000.00
			<b>Subtotal</b>	<b>\$328,580.00</b>
			10% Contingency	\$32,558.00
			GRT (8.3125%)	\$27,314.00
			<b>Grand Total</b>	<b>\$388,452.00</b>

## Phase 3

Item	Unit	Unit Cost	Unit No.	Extension
Children's playground	LS	\$40,000.00	1	\$40,000.00
Build grass family area	LS	\$100,000.00		\$100,000.00
Drinking fountain	LS	\$2,000.00	1	\$2,000.00
Shade structure	LS	\$20,000.00	1	\$20,000.00
Informal trail	LF	3.00	1,100	\$3,300.00
SWPPP				\$2,000.00
Staking				\$2,000.00
Landscape architect				\$6,000.00
			<b>Subtotal</b>	<b>\$175,300.00</b>
			10 % contingency	\$17,530.00
			GRT	\$14,572.00
			<b>Grand Total</b>	<b>\$207,402.00</b>



<b>JAMES W. SIEBERT</b> AND ASSOCIATES, INC.		SCALE 1" = 100'	DATE JULY 2016	NORTH
915 MERCER STREET • SANTA FE NEW MEXICO 87505		DRAWN BY: HF	CHECKED BY JWS	SHEET ...
		REVISION 00/00/00	FILE NAME 20026 7-16	
		WORKED ON 08/09/2016	26-PARK-EX02	
OVERALL PLAN				



TRAILS BY OTHER

ROSS'S PEAK NEIGHBORHOOD PARK

N/F WORCESTER/CATE  
INSTR. #1452304

25' PEDESTRIAN EASEMENT

25' PUBLIC SEWERLINE AND WATERLINE EASEMENT  
772/38-39

100 YEAR FLOODPLAIN PER 2008 FEMA

EXISTING 10' EFFLUENT LINE EASEMENT PER PLAT FILED MARCH 4, 2010 IN BOOK 714, PAGES 014-026

EXISTING 20' SEWERLINE EASEMENT FILED IN BOOK 2076, PAGES 788-790

TRAIL TO SEWER LINE RESPONSIBILITY OF ROSS'S PEAK

10' PEDESTRIAN EASEMENT  
772/38-39

EXISTING 20' WATERLINE EASEMENT FILED IN BOOK 1179, PAGES 363-368

10' PEDESTRIAN TRAIL, PARK MAINTENANCE PATH & EMERGENCY ACCESS WITHIN THE 20' WATERLINE EASEMENT PER PLAT FILED MARCH 4, 2010 IN BOOK 714, PAGES 014-026

N/F PAN AM. HOLL.

DOUBLE HATCH DENOTES 10' PEDESTRIAN TRAIL, PARK MAINTENANCE PATH & EMERGENCY ACCESS WITHIN EXISTING 20' WATER LINE AND SEWERLINE EASEMENTS

100'x100' EFFLUENT TANK EASEMENT

20' SEWERLINE EASEMENT (100' x 100' ON 580' DIST)

10' EFFLUENT LINE EASEMENT

- PHASE 1 IMPROVEMENTS:**
- 12' TRAIL FROM RAIL RUNNER ROAD TO SW END OF SOCCER FIELD.
  - TWO 180' X 300' GRASS SOCCER FIELD WITH 20' GRASS AUXILIARY AREA AND IRRIGATION SYSTEMS.
  - BASE COURSE PARKING AREA FOR 39 SPACES - AND 20' BASE COURSE DRIVE TO PARKING.
  - METAL GATE AT RAIL RUNNER ROAD.
  - INSTALL LOW WATER CROSSING.
  - INSTALL 2" WATER METER
  - INSTALL 8" WATER LINE CONNECTED TO EXISTING 24" LINE
  - 2 PICKLE BALL COURTS
  - DRINKING FOUNTAIN
  - WATER SERVED FROM 2" METER, CONNECT TO 10" SEWER LINE
  - CONSTRUCT 300 FEET OF 5' INFORMAL TRAIL
  - CONSTRUCT DOG PARK WITH WATER

<b>JAMES W. SIEBERT</b> AND ASSOCIATES, INC.		SCALE 1"=100'	DATE JULY 2016	NORTH 
915 MERCER STREET • SANTA FE NEW MEXICO 87505		DRAWN BY: HF	CHECKED BY: JWS	SHEET
		REVISED 00/00/00	FILE NAME 20026 7-16	...
		WORKED ON 08/09/2016	26-PARK-EXC	

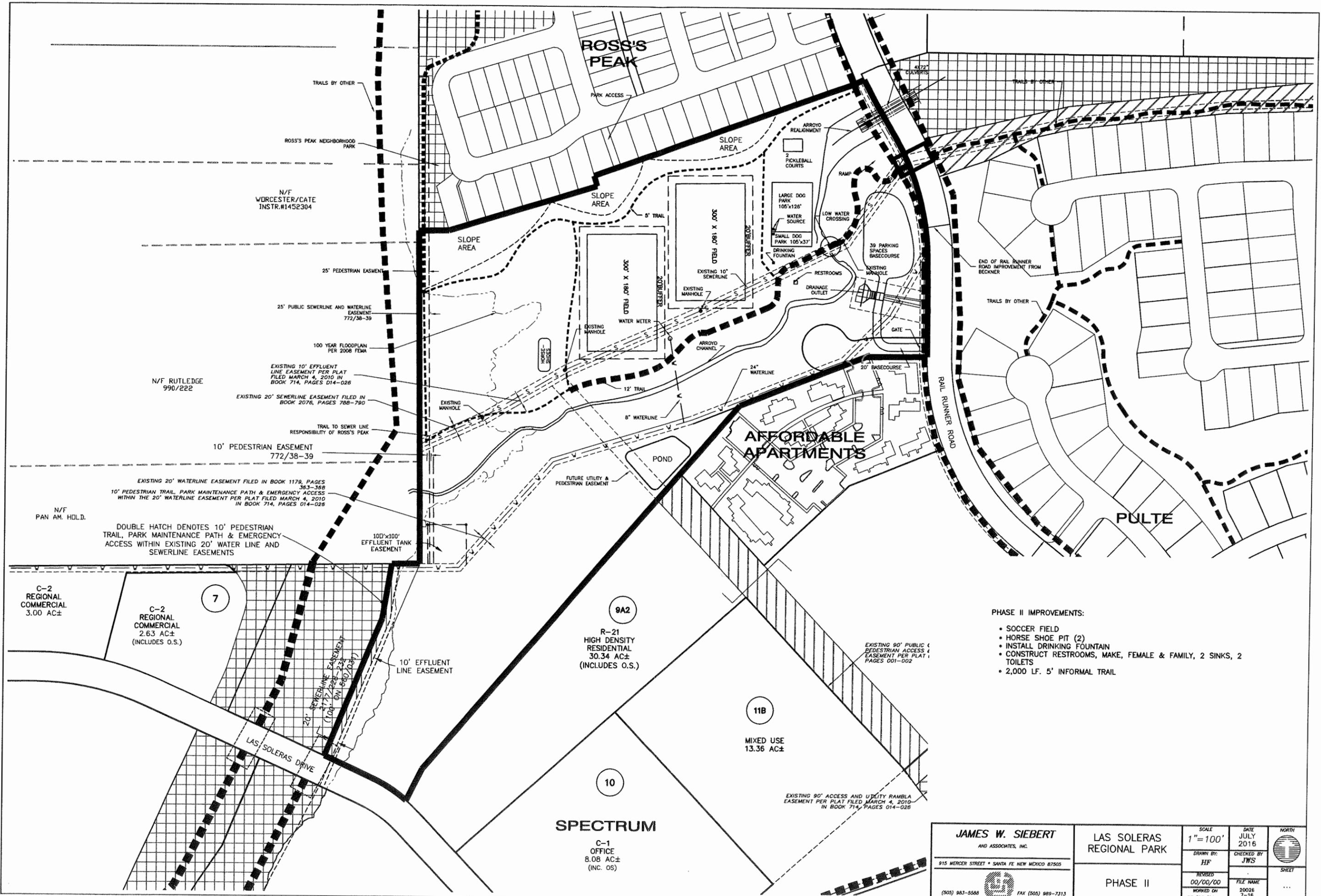
C-1 OFFICE  
**SPECTRUM**  
(INC. 05)

11B  
MIXED USE  
13.36 AC±

9A2  
R-21 HIGH DENSITY RESIDENTIAL  
30.34 AC±  
(INCLUDES O.S.)

7  
C-2 REGIONAL COMMERCIAL  
2.63 AC±  
(INCLUDES O.S.)

C-2 REGIONAL COMMERCIAL  
3.00 AC±



N/F WORCESTER/CATE  
INSTR.#1452304

N/F RUTLEDGE  
990/222

N/F PAN AM. HOLD.

DOUBLE HATCH DENOTES 10' PEDESTRIAN TRAIL, PARK MAINTENANCE PATH & EMERGENCY ACCESS WITHIN EXISTING 20' WATER LINE AND SEWERLINE EASEMENTS

C-2 REGIONAL COMMERCIAL  
3.00 AC±

C-2 REGIONAL COMMERCIAL  
2.63 AC±  
(INCLUDES O.S.)

9A2  
R-21 HIGH DENSITY RESIDENTIAL  
30.34 AC±  
(INCLUDES O.S.)

11B  
MIXED USE  
13.36 AC±

10  
SPECTRUM  
C-1 OFFICE  
8.08 AC±  
(INC. OS)

- PHASE II IMPROVEMENTS:
- SOCCER FIELD
  - HORSE SHOE PIT (2)
  - INSTALL DRINKING FOUNTAIN
  - CONSTRUCT RESTROOMS, MAKE, FEMALE & FAMILY, 2 SINKS, 2 TOILETS
  - 2,000 LF. 5' INFORMAL TRAIL

EXISTING 90' PUBLIC & PEDESTRIAN ACCESS EASEMENT PER PLAT 1 PAGES 001-002

EXISTING 90' ACCESS AND UTILITY RAMBLA EASEMENT PER PLAT FILED MARCH 4, 2010 IN BOOK 714, PAGES 014-026

<b>JAMES W. SIEBERT</b> AND ASSOCIATES, INC. 915 MERCER STREET • SANTA FE, NEW MEXICO 87505 (505) 983-5588 FAX (505) 989-7313		SCALE 1" = 100'		DATE JULY 2016	NORTH 
		DRAWN BY: HF		CHECKED BY JWS	
<b>LAS SOLERAS REGIONAL PARK</b>  PHASE II		REVISED 00/00/00	FILE NAME 20026 7-16		SHEET ...
		WORKED ON 08/09/2016	26-PARK-EXC		



# **City of Santa Fe, New Mexico**

## **Exhibit B**

### **AMENDED Conditions of Approval**

#### **1. AMENDED Conditions of Approval Matrix**

**EXHIBIT B**  
**AMENDED Conditions of Approval**  
 Las Soleras Amendment to Master Plan Height and Setback Standards  
 Case #2016-64

<b>Project Conditions</b>			
	<b>Condition</b>	<b>Department/ Team</b>	<b>Staff Responsible</b>
1.	Side yard setbacks are to be no less than 5 feet for all lots in Las Soleras Tracts 11A, 14A, 15A, 15B and 15C	Current Planning	Noah Berke
2.	Height of structures not to exceed 20'8" within 10 feet of the property line, consistent with approved model designs, for all lots on Las Soleras Tracts 11A, 14A, and 15C	Current Planning	Noah Berke
3.	Height of structures not to exceed 28'10" within 10 feet of the property line, consistent with approved model designs for all lots on Las Soleras Tracts 15A and 15B	Current Planning	Noah Berke
4.	<p>Pulte shall plan, design and construct the following items (Phase One) at the Las Soleras Regional Park by no later than October 31, 2017.</p> <ul style="list-style-type: none"> <li>a. The driveway from Rairunner Road and the parking lot.                             <ul style="list-style-type: none"> <li>i. It shall be graded for proper ingress, egress and drainage</li> <li>ii. It shall be built with base course and gravel</li> </ul> </li> <li>b. Multi-room gender neutral bathroom and drinking fountain</li> <li>c. One 300' by 180' grass field with 20' grass buffer</li> <li>d. 12' paved bike/walking trail from the parking lot to the south end of the grass field with a short turnaround loop terminus--all built to city trail standards.</li> <li>e. 5' paved bike/walking trail starting from the bathroom up to the north end of the grass field with a short turnaround loop terminus--all built to city trail standards.</li> <li>f. 2 Bocci Ball courts.</li> <li>g. Construct a dog park, consisting of large and small dog sections.</li> <li>h. Pulte shall obtain an engineer's estimate of the costs consistent with City Code requirements.</li> <li>i. Pulte shall put up a financial guarantee with the City Engineer consistent with City Code requirements by no later than October 31, 2016.</li> <li>j. This financial guarantee is dependent on the engineer's estimate of costs for Phase One and is not dependent on how much Pulte has previously offered to put up in lieu of developer's park impact fees.</li> </ul>	Current Planning	Noah Berke

**EXHIBIT B**  
**AMENDED Conditions of Approval**  
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 Case #2016-64

<p>k. If Pulte fails to put up the financial guarantee, Pulte agrees the Land Use Department may stop issuing building permits to Pulte on November 1, 2016. Since this is the Las Soleras Regional Park, Las Soleras shall obtain an engineer's estimate of the annual maintenance and watering costs for Phase One.</p> <p>l. Las Soleras shall put up a financial guarantee consistent with City Code requirements for these annual maintenance and watering costs by no later than October 31, 2016.</p> <p>m. If Las Soleras fails to put up the financial guarantee, Las Soleras agrees to pay a monetary assessment to the City's general fund of \$1000/day starting on November 1, 2016. The Land Use Department staff shall document these monetary assessments in writing to Las Soleras. These are considered permissible damage assessments, as opposed to penalties, because the City Council will likely need to allocate more money to the Parks Department to handle these deficiencies.</p> <p>n. The financial guarantee shall remain in place until the entire park has been completed, dedicated and accepted by the City.</p> <p>o. Upon Pulte's completion of Phase One, the City Parks Department shall notify Las Soleras in writing of any known maintenance deficiency.</p> <p>p. If Las Soleras fails to fix the maintenance issue to the City Parks Department's satisfaction within 30 days of receipt of written letter, absent extraordinary circumstances as deemed in writing by the Parks Department with a written extension granted, Las Soleras agrees to pay an assessment to the City's general fund of \$1000/day. The Land Use staff, based on information received by the Parks Department, will document these monetary assessments in writing.</p> <p>q. If Las Soleras successfully fixes the maintenance issue, it shall put additional money as part of the financial guarantee to ensure there is a minimum balance that is no less than the engineer's estimate. This is because it is an annual maintenance fund and it is unknown how many years of annual maintenance (until the City accepts the full park) will occur.</p> <p>r. If Las Soleras fails to add money to the financial guarantee within 30 days of depleting the balance, Las Soleras agrees to pay a monetary assessment to the City's general fund of \$1000/day. The Land Use Department staff will document these monetary assessments in writing."</p>		

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5.	<p>Las Soleras Oeste LTD., or through its tenants, Ross' Peak, Spectrum or any other residential development, shall plan, design and construct all the items listed in Phase Two at the Las Soleras Regional Park by no later than October 31, 2020.</p> <ol style="list-style-type: none"> <li>a. Las Soleras Oeste LTD., or through its tenants, Ross' Peak Spectrum or any other residential development, shall obtain an engineer's estimate of the costs consistent with City Code requirements.</li> <li>b. Las Soleras Oeste LTD, or through its tenants, Ross' Peak, Spectrum or any other residential development, shall put up a financial guarantee with the City Engineer consistent with City Code requirements by no later than October 31, 2019, or upon application of first building permit application, whichever date is sooner. If Las Soleras Oeste LTD., or through its tenants, Ross' Peak, Spectrum or any other residential development, cannot meet this date, Las Soleras shall request to be placed on the Planning Commission agenda no later than May 1, 2019, for a public hearing item on the progress of this matter.</li> <li>c. If Las Soleras Oeste LTD, or through its tenants, Ross' Peak, Spectrum or any other residential development, fails to put up the financial guarantee, Ross' Peak, Spectrum or any other residential development agrees the Land Use Department may stop issuing building permits.</li> <li>d. Since this is the Las Soleras Regional Park, Las Soleras Oeste LTD., shall obtain an engineer's estimate of the annual maintenance and watering costs for Phase Two. The annual maintenance and watering costs is in addition to the financial guarantee required for Phase One.</li> <li>e. Las Soleras Oeste LTD. shall put up a financial guarantee consistent with City Code requirements for the Phase Two annual maintenance and watering costs by no later than October 31, 2019.</li> <li>f. If Las Soleras Oeste LTD. fails to put up the financial guarantee, Las Soleras Oeste LTD, agrees to pay a monetary assessment to the City's general fund of \$1000/day starting on November 1, 2019. The Land Use Department staff shall document these monetary assessments in writing to Las Soleras Oeste LTD. These are considered damages because the City Council will likely need to allocate more money to the Parks Department to handle these deficiencies.</li> <li>g. The financial guarantee shall remain in place until Phase One AND Phase Two are completed and the park has been completed, dedicated and accepted by the City.</li> </ol>	Noah Berke	Current Planning
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**EXHIBIT B**  
**AMENDED Conditions of Approval**  
 Las Soleras Amendment to Master Plan Height and Setback Standards  
 Case #2016-64

	<p>h. Prior to City acceptance, the City Parks Department shall notify Las Soleras Oeste LTD. in writing of any known maintenance deficiency.</p> <p>i. If Las Soleras Oeste LTD. fails to fix the maintenance issue to the City Parks Department's satisfaction within 30 days, absent extraordinary circumstances as deemed in writing by the Parks Department with a written extension granted, Las Soleras Oeste LTD. agrees to pay an assessment to the City's general fund of \$1000/day. The Land Use staff, based on information received by the Parks Department, will document these monetary assessments in writing.</p> <p>j. Prior to City acceptance, Las Soleras Oeste LTD. successfully fixes the maintenance issue; it shall put additional money as part of the financial guarantee to ensure there is a minimum balance that is no less than the engineer's estimate. This is because it is an annual maintenance fund and it is unknown how many years of annual maintenance (until the City accepts the full park) will occur.</p> <p>k. If Las Soleras Oeste LTD. fails to add money to the financial guarantee within 30 days of depleting the balance, Las Soleras agrees to pay a monetary assessment to the City's general fund of \$1000/day. The Land Use Department staff will document these monetary assessments in writing."</p>		
6.	<p>Las Soleras Oeste LTD. will complete the full development, acceptance, and dedication of the Regional Park by no later than January 1, 2021.</p> <p>a. Las Soleras will provide an engineer's estimate for the remaining phases of the Regional Park no later than January 1, 2020 to the City of Santa Fe.</p> <p>b. Las Soleras Oeste LTD. will provide a financial guarantee in the amount of the engineer's estimate to the City of Santa Fe for the remaining items of the Regional Park.</p> <p>c. Las Soleras Oeste LTD. will provide a financial guarantee for maintenance or maintain the Regional Park until the City of Santa Fe has accepted the completed Regional Park.</p>	Noah Berke	Current Planning

# **City of Santa Fe, New Mexico**

## **Exhibit C**

**July 7, 2016 Planning  
Commission Staff Report**

# City of Santa Fe, New Mexico

# memo

**DATE:** June 30, 2016 for the July 7, 2016 Meeting

**TO:** Planning Commission

**VIA:** Lisa D. Martinez, Director, Land Use Department   
Greg Smith, AICP, Director, Current Planning Division

**FROM:** Noah Berke, Senior Planner, Current Planning Division *NLR*

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**Case #2016-64. Las Soleras Amendment to Master Plan – R-6 and R-12 Height and Side Yard Standards.** James W. Siebert & Associates, Inc., agent for Las Soleras Oeste, LTD., Las Soleras Center, and Pulte Homes of NM Inc., requests approval of an amendment to the Las Soleras Master Plan to establish alternative height and setback standards for the R-6 and R-12 residentially zoned districts of Las Soleras. (Noah Berke, Case Manager)

## I. RECOMMENDATION

If the Commission determines that the proposed development standards are consistent with the intent of the Las Soleras Master Plan and with the intent of Chapter 14, the Commission should **RECOMMEND APPROVAL** to the Governing Body for the proposed amendment, subject to conditions of approval as outlined in Exhibit B.

## II. EXECUTIVE SUMMARY

In 2009, the Governing Body approved annexation of the Las Soleras property to the City of Santa Fe along with a General Plan Amendment and rezoning. Those approvals included a master plan for the zoning of various parcels that were created, and the layout and phasing of roads and infrastructure. The master plan has been amended twice, most recently in 2015.

This application is being processed as an amendment to the master plan [Subsection 14-3.19(D)(3)]. As an amendment to the master plan, the Commission makes a recommendation to the Governing Body, which has final approval authority. The decision to approve is based on a determination of consistency with the intent of the master plan itself; with the master plan approval criteria [Subsection 14-3.8(D)]; and with the intent of Chapter 14 [Subsection 14-1.3]. The decision should be based on an evaluation of whether development in accordance

plan and regulations to a degree that is equal to or better than would occur if the normal standards were followed.

The Las Soleras Master Plan currently includes special development standards for commercial developments, but does not have special standards for residential developments. This application would establish reduced side yard setbacks and increased height limits for the proposed residential structures.

### III. APPLICATION DESCRIPTION

In 2016, Planning Commission approved the Final Subdivision Plat for Tracts 15A, 15B and 15C of the Las Soleras Subdivision. This subdivision is more commonly known as Estancias De Las Soleras, Units 1A and 1B. This subdivision consists of 298 residentially zoned lots. Also approved in 2016 by Planning Commission was the Final Subdivision Plat for Tract 14A of the Las Soleras Subdivision which is a 77 lot age-targeted subdivision.

The tables on the following page compare the current and proposed standards, which are also illustrated in Exhibit D2.

#### Current Development Standards

Las Soleras Tract	Zoning	Side Yard Setback	Permitted Height
11A (Pulte Age Targeted)	R-6	5 feet/10 feet	14 feet (24 feet if setback 10 feet)
14A (Pulte Age Targeted)	R-6	5 feet/10 feet	14 feet (24 feet if setback 10 feet)
15A (Estancias de Las Soleras Pulte Traditional)	R-12	Generally, setbacks are established by a development plan approved by the Planning Commission	24 feet (if setback from side yard is 10 feet)
15B (Estancias de Las Soleras Pulte Traditional)	R-6	5 feet/10 feet	14 feet (24 feet if setback 10 feet)
15C (Pulte Age Targeted)	R-6	5 feet/10 feet	14 feet (24 feet if setback 10 feet)

**Proposed Amendments To Development Standards**

<b>Las Soleras Tract</b>	<b>Zoning</b>	<b>Proposed Side Yard Setback</b>	<b>Proposed Maximum Height</b>
11A (Pulte Age Targeted)	R-6	5 feet	20 feet 8 inches
14A (Pulte Age Targeted)	R-6	5 feet	20 feet 8 inches
15A (Estancias de Las Soleras Pulte Traditional)	R-12	5 feet	28 feet 10 inches
15B (Estancias de Las Soleras Pulte Traditional)	R-6	5 feet	28 feet 10 inches
15C (Pulte Age Targeted)	R-6	5 feet	20 feet 8 inches

**IV. EVALUATION**

When the Pulte subdivisions were approved, the application materials indicated that each of the proposed lots could be developed in accordance with applicable development standards, including the height and setback standards provided in Subsection 14-7.2 Building Envelope Standards – Residential Districts. Review of the applications by staff confirmed that each of the lots could be developed.

Pulte subsequently determined that this amendment would be needed for all lots in both subdivisions, in order to accommodate the different home options that they plan to offer.

“Building envelope” standards typically include height limits, maximum lot coverage ratios, and minimum dimensions for setbacks from street, side and rear lot lines. Along with zoning density regulations and road standards, building envelope standards are major determinants of neighborhood character.

Building envelope standards affect the streetscape visual character that differentiates lower-

density residential neighborhoods from higher-density districts in several ways:

- Provision of open spaces (yards) for individual activity and relaxation
- Views from the streets and between houses
- Provision of daylighting and ventilation
- Accommodation of emergency access and the prevention of the spread of fire (although the Santa Fe setback standards significantly exceed International Residential Code and International Fire Code requirements)
- Protection of privacy
- Provision of solar access

Santa Fe building envelope standards include a setback requirement for single-family detached housing: a side yard setback of five feet is required for portions of the building that are less than 14 feet tall (typical first-story), and a side yard setback of ten feet is required for portions of the building that are between 14 and 24 feet tall. Many communities include requirements to setback the second story for urban design and solar access reasons, and this kind of building form is also consistent with the “Santa Fe Style” which is made up of Pueblo Revival and Territorial Revival styles. Santa Fe regulations have included some form of setback requirement since 1962 in residential districts, and setback requirements also occur in many of the nonresidential districts and in the Historic Overlay Districts.

The applicant has stated that the request for the proposed amendment is as follows:

- The light and air standards for building setbacks, which began as a zoning tool in the 1920’s is not as relevant where the residential dwellings are located in close proximity to open space areas. In the case of Estancias de Las Soleras the lots have been designed so that no lot is further than 300 feet from an open space area or city trail.
- Landscaping provided by the developer of the projects is extensive and meant to serve as an amenity throughout the project. The proximity and height of dwellings will be considerably softened with the maturation of the landscape.
- The open space areas and trail locations are designed to connect to the 28 acre regional park. There is less of a need to provide for open areas adjacent to the dwelling units when recreational and open space areas are within walking distance of the dwellings.

The applicant has further indicated that this amendment will accommodate their one- and two-story homes that are available in both flat and pitched roof options. Further details regarding the applicant’s argument in support of the proposed amendment, and regarding the proposed structures and their layouts, is shown in Exhibit D2.

Chapter 14 provides for some flexibility in approval of setbacks as part of the approval process for multi-family developments such as condos and apartments, where a development plan is part of the approval process. Although development plans are not generally required for single-family developments, the city has few examples of subdivisions where variances to the setback regulations have been approved for multiple lots.

Drawings that illustrate the applicant’s request are included as Exhibit D2. Photographs prepared by staff that illustrates the visual character of neighborhoods built with and without variances or other exceptions to setback and height regulations are attached as Exhibit A.

## V. APPROVAL PROCEDURES AND CRITERIA

Approval or amendment of a master plan requires the Planning Commission to make the following findings (Subsection 14-3.9(D)(1):

- a) the master plan is consistent with the general plan;

Applicant Response:

*This is one of the first large scale residential developments to be approved in the last 10 years that is actively under development with infrastructure commencing on the first phase of the Estancias de Las Soleras project. It is also part of the Las Soleras Master Plan where a variety of commercial, office and institutional uses have been established by existing zoning districts within the Master Plan. The human scale is accomplished by the use of various open space areas distributed throughout the development and a consistency in the architectural styles.*

*A density of three dwellings per acre is approximately consistent with the density in the Nava Ade development to the north, which is the largest residential development adjacent to this project. A substantial open space buffer has been provided on the Estancias de Las Soleras development between the south end of the Nava Ade subdivision and the closest residential dwelling on the north side of the Estancias project.*

Staff Analysis:

*Provision of additional trail linkages and open space are consistent with the General Plan and the guiding principles for Las Soleras Master Plan, to ensure connectivity and link neighborhoods through trails and roadways. A Guiding Policy of the General Plan also calls for a mix of housing types and this proposal allows for a mix of single story, two story, pitched and non-pitched roofs. It is not clear, however, that the modified setback and height limits are critical to providing the linkages and open space.*

- b) the master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;

Applicant Response:

*The intent of the single family residential zoning is to allow for a diversity of dwelling styles outside the historic district. It is difficult to comply with the height standards for pitched roofs especially if the height of the interior ceilings is greater than 8 feet. The allowance for additional height is mitigated by the open space areas that are heavily landscaped and within a short distance of the all dwellings within the development.*

Staff Analysis:

*Staff concurs that the setback and height regulations makes it more difficult to construct houses with high ceilings and steep roof pitches. However, those*

*standards have been met in the majority of recent residential developments within the city.*

c) development of the master plan area will contribute to the coordinated and efficient development of the community; and;

*Applicant Response:*

*The Pulte development has accomplished several improvements which add to the “coordinated and efficient development of the community” consisting of:*

- *Road connection to Monte del Sol Charter School creating a secondary emergency access for the school and a secondary access for a congested roadway caused by early morning and afternoon school traffic.*
- *Completion of Beckner Road from the present terminus at Las Soleras Drive to Richards Ave.*
- *Construction of a trail from Monte del Sol Charter School to the regional park.*
- *Construction of trail connections to Nava Ade trails, interconnecting the two residential developments.*

*Staff Comment:*

*Coordinated development of the community includes maintaining appropriate standards for the quality of the streetscape within residential neighborhoods. It is not clear that the applicant’s comments regarding road connections are relevant to this amendment.*

d) the existing and proposed infrastructure, such as streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the planned development.

*Applicant Response:*

*In conjunction with the development the following infrastructure will be installed:*

- *Beckner Road improvements from Las Soleras Drive to a point east of the Walking Rain intersection, including water and sewer in the roadway and a storm drain system serving the road and lands to the south of Beckner Road.*
- *Installation of a loop water line providing for a redundancy in the system serving Las Soleras.*
- *An updated traffic study has been prepared to assess the long range traffic impacts and what is needed to mitigate traffic generated by this residential development.*
- *Trails and landscape in the open space areas will be developed in phase 1 of the development.*
- *The regional park will be developed in conjunction with the construction of residences in Las Soleras.*
- *Existing fire stations are adequate to serve the Estancias de Las Soleras development.*

Staff Comment:

*This approval criterion is not applicable to this amendment.*

## **VI. EARLY NEIGHBORHOOD NOTIFICATION**

An Early Neighborhood Notification (ENN) meeting was held at the Genoveva Chavez Center on May 12, 2016. In attendance were the project planning consultant, one representative from Pulte Homes and one City Staff member. There were approximately 3 members of the public present. The ENN notes are attached as Exhibit D1.

## **VII. CONCLUSION AND CONDITIONS OF APPROVAL**

The Land Use Department has evaluated and analyzed the required approval criteria of the proposed master plan amendment to the height and setback standards for the tracts zoned R-6 and R-12 of the Las Soleras Master Plan.

If the Commission determines that the proposed development standards are consistent with the intent of the Las Soleras Master Plan and with the intent of Chapter 14, the Commission should **RECOMMEND APPROVAL** to the Governing Body for the proposed amendment, subject to conditions of approval as outlined in Exhibit B

Staff has included a Conditions of Approval Matrix (Exhibit B).

## **VIII. ATTACHMENTS:**

### EXHIBIT A: Maps and Photos

1. Current Zoning
2. Future Land Use
3. Aerial Photo
4. Photos of other subdivisions with 5 foot setbacks and height alterations

### EXHIBIT B: Conditions of Approval

1. Conditions of Approval Matrix

### EXHIBIT C: ENN Materials

1. Meeting sign in sheets May 12, 2016
2. Meeting Notes.

### EXHIBIT D: Applicant Submittals

1. Application Materials
2. Proposed Height and Setback Materials
3. Lot Line Adjustment Plat Prepared for Beckner Road Equities, Inc.

# **City of Santa Fe, New Mexico**

## **Exhibit A**

### **Maps and Photos**

- 1. Current Zoning**
- 2. Future Land Use**
- 3. Aerial Photo**
- 4. Photos of other subdivision with setback and height exceptions**



R5  
2007-03  
2007-31

4187  
WALKING  
RAIN RD

4181  
WALKING  
RAIN RD

4144  
SOARING EAGLE LN

R4  
2008-11  
2009-07

4145  
SOARING  
EAGLE LN

4152  
SOARING  
EAGLE LN

R4  
2008-11  
2009-07

4225  
HOWLING  
WOLF LN

4241  
HOWLING  
WOLF LN

4245  
HOWLING WOLF LN

4246  
HOWLING  
WOLF LN

4240  
HOWLING  
WOLF LN

WALKING  
RAIN RD

4251  
BECKMIEN RD

BECKMIEN RD

5001 RAIL  
RUNNER RD

RAIL RUNNER RD

CACTUS FLOWER

R6  
2008-11  
2009-07

4761 RAIL  
RUNNER RD

4850 RAIL  
RUNNER RD

R4  
2008-11  
2009-07

RAIL RUNNER RD

4760 RAIL  
RUNNER RD

R4  
2008-11  
2009-07

4354  
BECKMIEN RD

4355  
BECKMIEN RD

R4  
2008-11  
2009-07

4356  
BECKMIEN RD

4357  
BECKMIEN RD

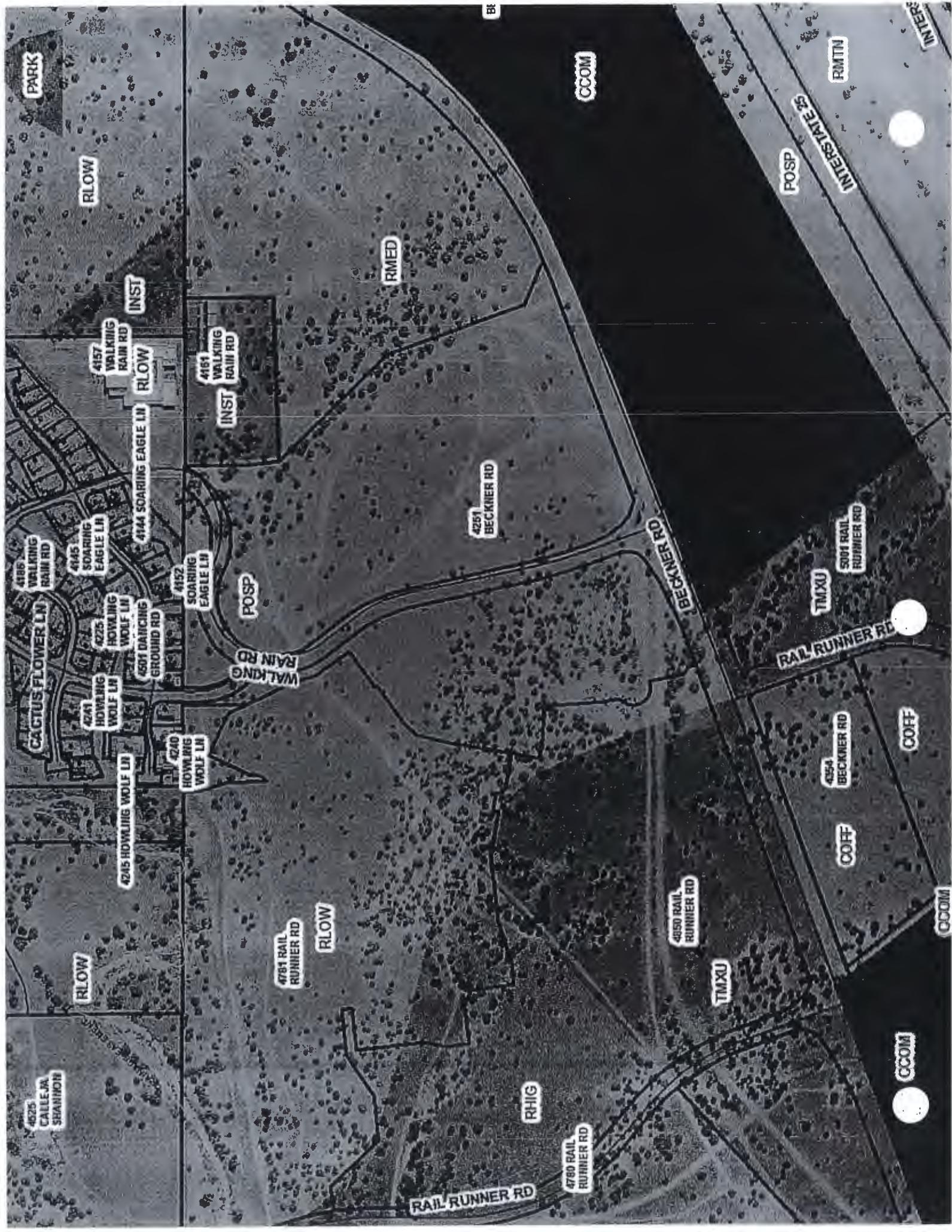
4358  
BECKMIEN RD

4359  
BECKMIEN RD

R4  
2008-11  
2009-07

INTERSTATE 25  
R1  
SPPaZo  
2009-01

INTER



PARK

RLOW

4186 WALKING RAIN RD

4241 HOWLING WOLF LN

4245 HOWLING WOLF LN

RLOW

4625 CALLE LA SEANON

INST

4157 WALKING RAIN RD

RLOW

4144 SOARING EAGLE LN

4225 HOWLING WOLF LN

4240 HOWLING WOLF LN

4240 HOWLING WOLF LN

RLOW

4781 RAIL RUNNER RD

INST

4161 WALKING RAIN RD

INST

4152 SOARING EAGLE LN

4501 DANCING GROUND RD

4240 HOWLING WOLF LN

4240 HOWLING WOLF LN

4240 HOWLING WOLF LN

RLOW

4781 RAIL RUNNER RD

INST

4161 WALKING RAIN RD

INST

POSP

WALKING RAIN RD

4240 HOWLING WOLF LN

4240 HOWLING WOLF LN

4240 HOWLING WOLF LN

RLOW

4781 RAIL RUNNER RD

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4161 WALKING RAIN RD

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4781 RAIL RUNNER RD

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4781 RAIL RUNNER RD

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POSP

WALKING RAIN RD

4240 HOWLING WOLF LN

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4240 HOWLING WOLF LN

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4781 RAIL RUNNER RD

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4161 WALKING RAIN RD

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4161 WALKING RAIN RD

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4161 WALKING RAIN RD

RAIL RUNNER RD

RAIL RUNNER RD

4251 BECKNER RD

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4780 RAIL RUNNER RD

4780 RAIL RUNNER RD

CCOM

4780 RAIL RUNNER RD

4780 RAIL RUNNER RD

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4050 RAIL RUNNER RD

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INTERS



4377  
CA  
SH

CACTUS FLOWER

4252 CACTUS FLOWER LN

CACTUS FLOWER LN

4245 HOWLING WOLF LN

4246 HOWLING WOLF LN

4243 HOWLING WOLF LN

4225 HOWLING WOLF LN

4220 HOWLING WOLF LN

4226 HOWLING WOLF LN

4201 DANCING GROUND RD

4152 SOARING EAGLE LN

4148 SOARING EAGLE LN

4152 WALKING RAIN RD

4148 SOARING EAGLE LN

4152 SOARING EAGLE LN

4152 WALKING RAIN RD

4157 WALKING RAIN RD

4161 WALKING RAIN RD

WALKING RAIN RD

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4850 RAIL RUNNER RD

4354 BECKNER RD

4251 BECKNER RD

BECKNER RD

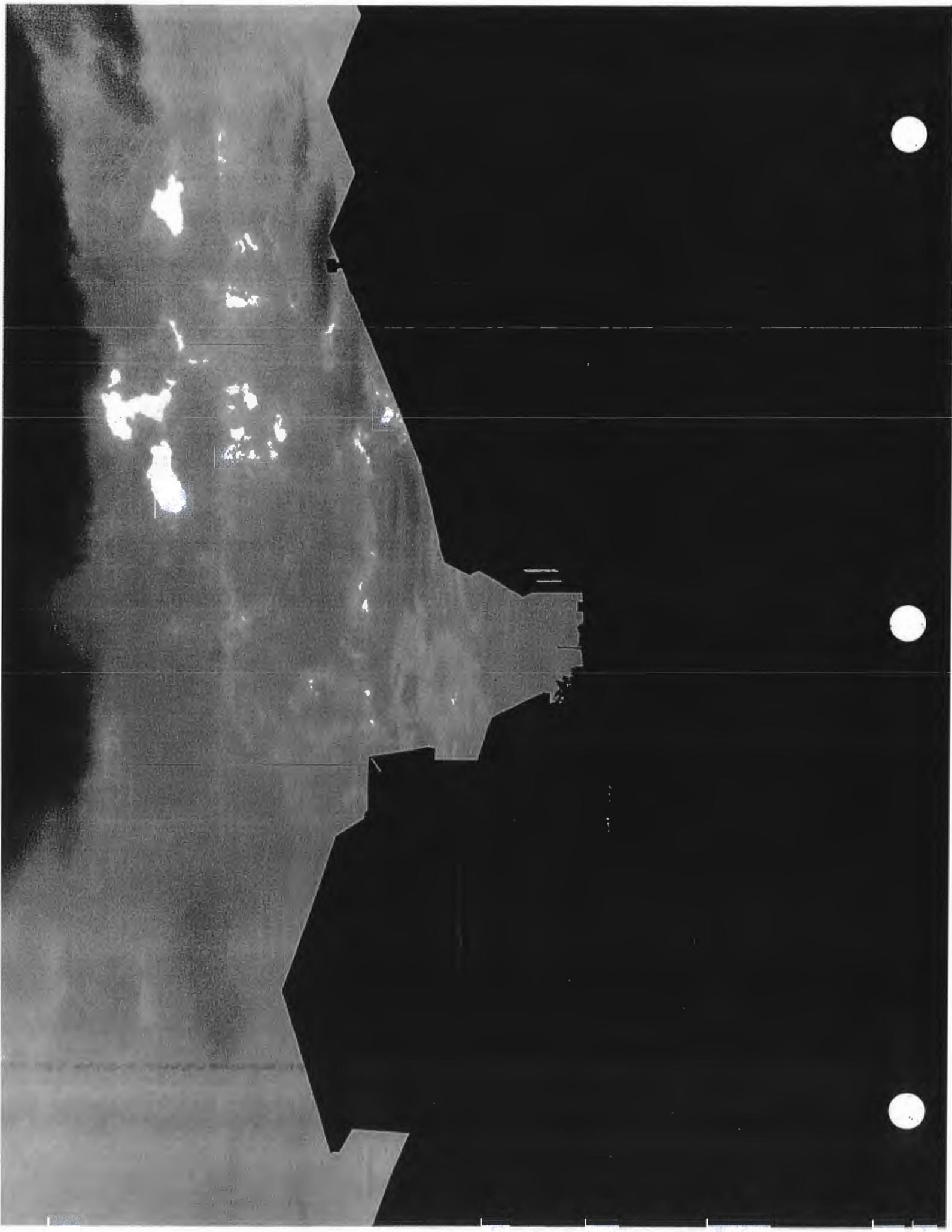
RAIL RUNNER RD

4304 RAIL RUNNER RD

INTERSTATE 25

INTERSTATE 25

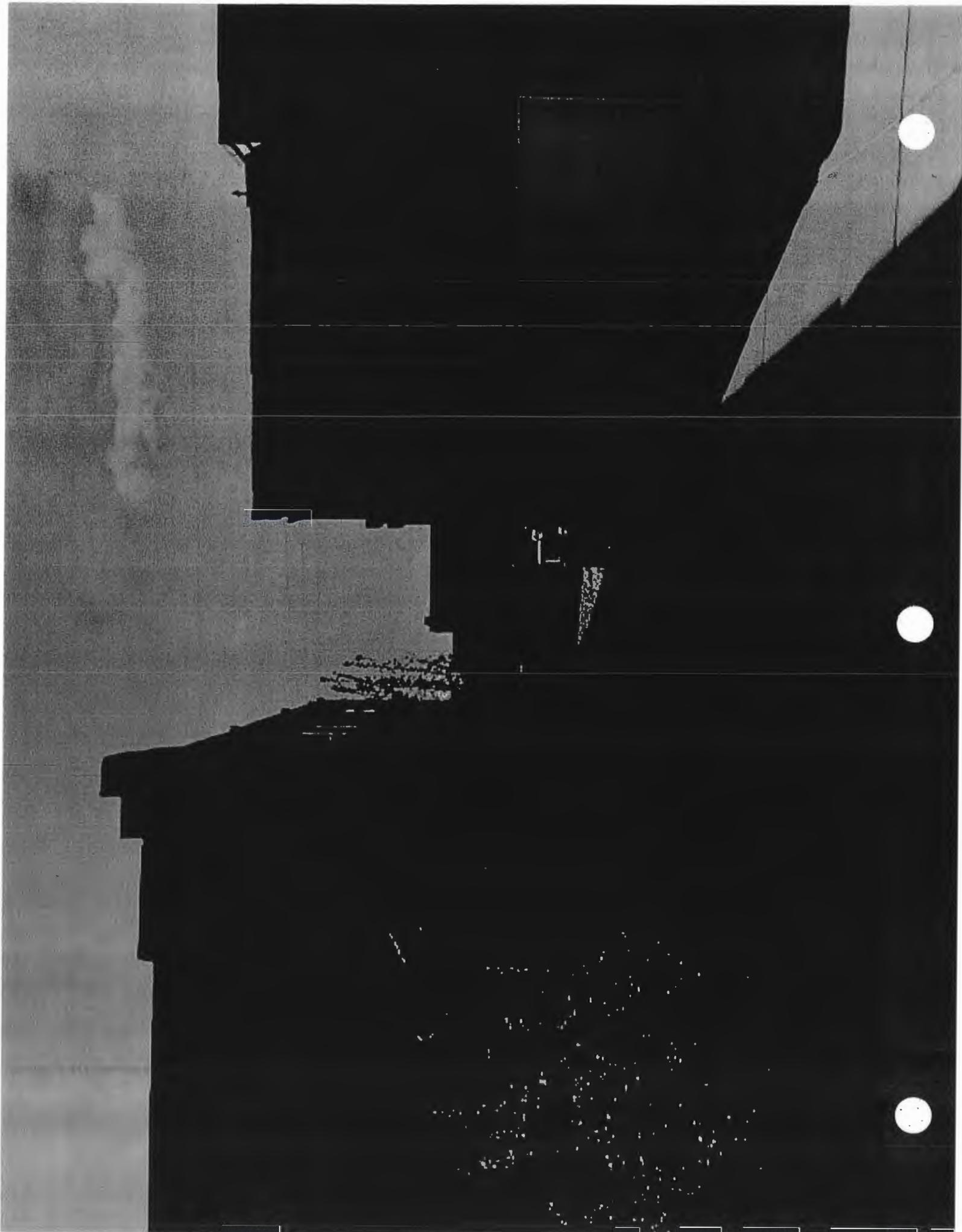
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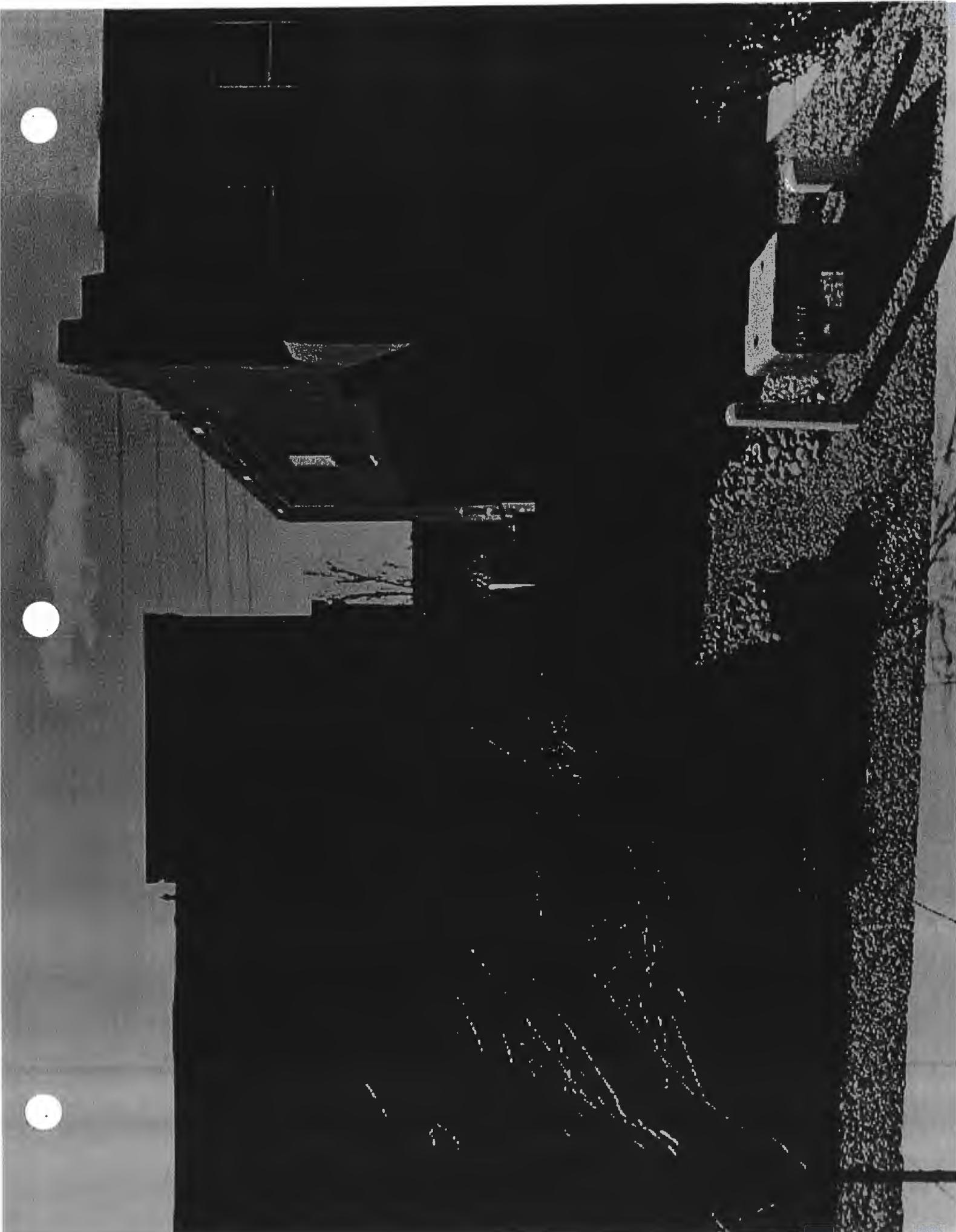


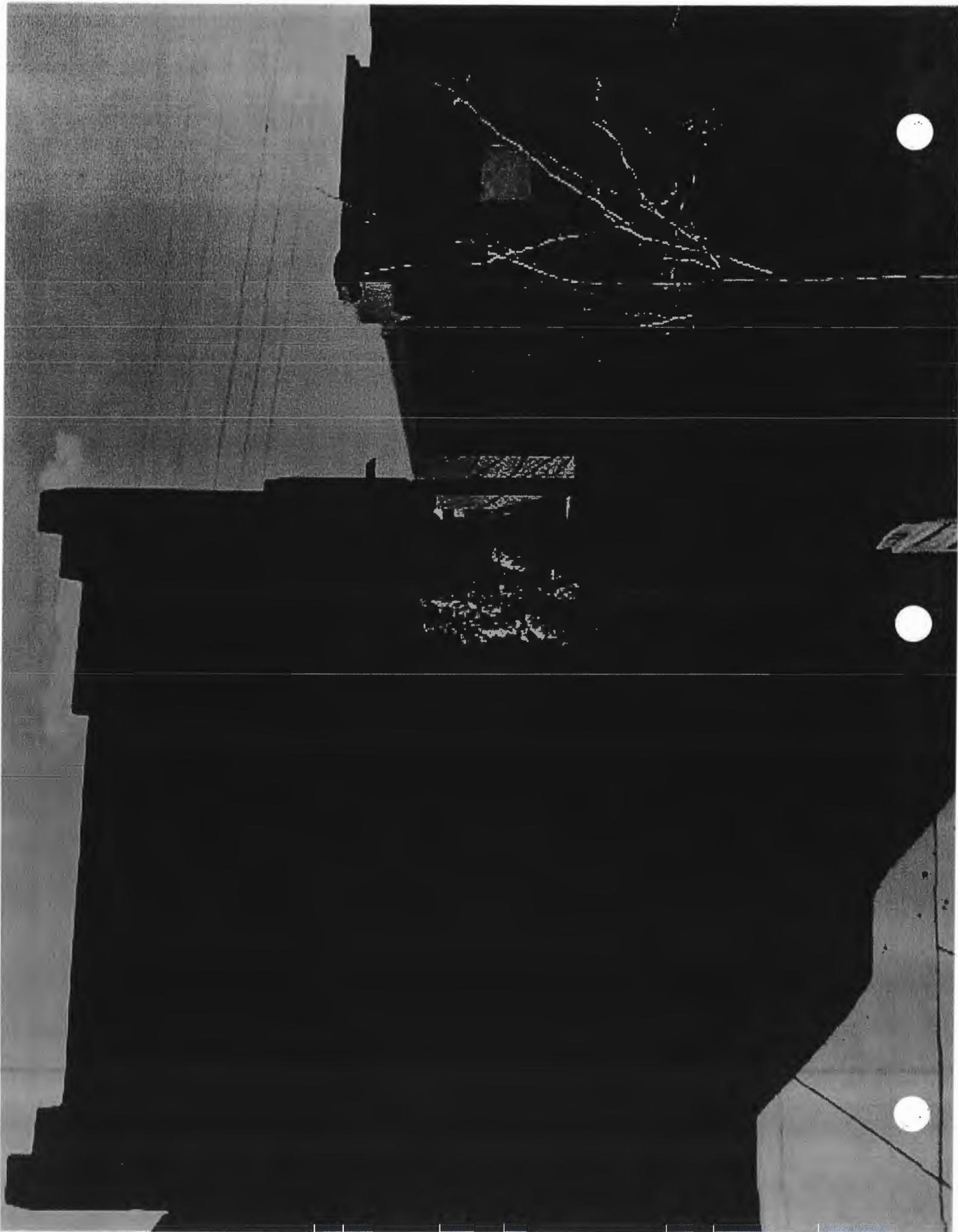












# **City of Santa Fe, New Mexico**

## **Exhibit B**

### **Conditions of Approval**

#### **1. Conditions of Approval Matrix**

**EXHIBIT B**  
**Conditions of Approval**  
 Las Soleras Amendment to Master Plan Height and Setback Standards  
 Case #2016-64

<b>Project Conditions</b>			
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2.	Height of structures not to exceed 20'8" within 10 feet of the property line, consistent with approved model designs, for all lots on Las Soleras Tracts 11A, 14A, and 15C	Current Planning	Noah Berke
3.	Height of structures not to exceed 28'10" within 10 feet of the property line, consistent with approved model designs for all lots on Las Soleras Tracts 15A and 15B	Current Planning	Noah Berke

# **City of Santa Fe, New Mexico**

## **Exhibit C**

### **ENN Materials**

- 1. Meeting Sign-In Sheet, May 12, 2016**
- 2. Meeting Notes, May 12, 2016**



# City of Santa Fe Early Neighborhood Notification Meeting Sign-In Sheet

Project Name: Las Soleras MP Amendment (Estanous de LS) Meeting Date: 5/12/16  
 Meeting Place: Genevieve Chavez Community Center Meeting Time: 5:30 - 10:30

Applicant or Representative Check Box below

↓	Name	Address	Email
<input type="checkbox"/>	Paul Lewis	4331 Avenida Shawnee	PLEWIS80P@CYBERMESA.COM
<input type="checkbox"/>	Bob Foley	4131 Big Sky Rd.	oKayaKerL@yahoo.com
<input checked="" type="checkbox"/>	James W. Siebert	915 Market St	JIM@SUSIOWEB.COM
<input type="checkbox"/>	Noah Berke		
<input type="checkbox"/>			

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

Printed Name of City Staff in Attendance: Noah Berke Signature of City Staff in Attendance: Noah Berke  
 Date: 5/12/16

This sign-in sheet is public record and shall not be used for commercial purposes.



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

---

**915 MERCER STREET \* SANTA FE, NEW MEXICO 87505  
(505) 983-5588 \* FAX (505) 989-7313  
jim@jwsiebert.com**

**MEMORANDUM**

**Date:** June 30, 2016

**To:** Noah Berke

**From:** James Siebert/Victoria Dalton

**Re:** Las Soleras Major Amendment-ENN Meeting Minutes

**Jim Siebert** started meeting by stating reason for major amendment is to modify building heights and setbacks and showed on presentation different section described as Age-Targeted, Traditional within the Estancias de Las Soleras Subdivision and Ross's Peak. He stated that traditional would be a mix of two story and single story homes and explained areas that are in process of construction and explained park land. Jim also explained reasoning of why the building height is needed and described different roof styles (flat and pitched) and explained setbacks and how to accomplish heights and reduction of setbacks.

**Jim Siebert** showed location on the plan of pitched roof and explained the difference in height. He mentioned that the height of a flat roof home would be estimated at 16' 5".

**Jim Siebert** continued to discuss slope of property and the height of pitched roofs. Jim stated that Pulte is a possible buyer of Ross's Peak and therefore have included the Ross's Peak Subdivision as part of the amendment. Jim stated that Ross's Peak was approved for duplex and single story homes. The height would be around 24' 10".

**Question:** what is the difference from the current height and setback requirements and the proposed height and setback? Statement was made that two story would require a 10 setback.

**Jim Siebert** stated that Pulte would make up for the setback by compensating with providing land to open space and trails.

**Question:** Is the pitched roof style what's been shown on the plan and is the City okay with it?

**Noah Berke:** Architectural design standards need to be met, as long as points are made City is fine. Noah state that flat roofs tend to have more drainage issues and have to be replaced more often.

**Kevin Patton (Pulte):** Pitched roofs are preferred more in northern New Mexico due to snow load.

**Noah Berke** Masterplan amendments are to amend and coincide with the rest of the models.

**Jim Siebert** people seem to prefer pitched roof.

**Noah Berke** asked Jim to discuss the quantity of homes within Estancias de Las Soleras

**Jim Siebert** stated that the subdivision is more spread out and isn't so dense.

**Kevin Patton** pointed out on the plan and stated the pink color on the plan is single story. Other models are consumer driven. Models in age target homes are designed by consumer feedback. Yellow color is designed for families and Ross's Peak will be a different type of consumer and will not be all two story by any means.

# **City of Santa Fe, New Mexico**

## **Exhibit D**

### **Applicant Materials**

- 1. Application Materials**
- 2. Proposed Height and Setback Materials**
- 3. Legal Lot of Record**
- 4. Lot Line Adjustment Plat Prepared for Beckner Road Equities, Inc.**

8/9

Prima Title, LLC  
file# 13-0951

SPECIAL WARRANTY DEED

**LAS SOLERAS CENTER, LLC**, a New Mexico limited liability company, Grantor, for consideration paid, grants to **PULTE HOMES OF NEW MEXICO, INC.**, a Michigan corporation, Grantee, whose address is c/o 7601 Jefferson, NE, Suite 320, Albuquerque, New Mexico, 87109, the following-described real estate in Santa Fe County, New Mexico:

Tract 14-B, Tract 15-B, 15-C and Tract 15-D, as shown and delineated on the plat of survey entitled "Lot Line Adjustment Plat prepared for Las Soleras Del Sur, LLC, Las Soleras Oeste Ltd. Co., Las Soleras Community Design, LLC, Geronimo Equites, LLC, comprising of existing Tracts 9, 11, 12B, 14 and 15, Las Soleras, situate within Sections 7, 17 and 18, Township 16 North, Range 9 East, New Mexico Principal Meridian, City of Santa Fe, Santa Fe County, New Mexico", recorded October 29, 2015, in Plat Book 794, Pages 007-013, #1778342, records of Santa Fe County, New Mexico

**TOGETHER WITH** all appurtenant rights, easements and appurtenances, all water rights, if any, all improvements constructed therein, except that all mineral rights owned by Grantor, if any, shall be reserved by the Grantor.

**SUBJECT TO** the following:

1. Reservations and exceptions contained in Patent from the United States of America to Samuel A. Larson, recorded December 10, 1921, in Patent Book A, Page 180, and Patent recorded November 4, 1943, in Patent Book C, Page 93, records of Santa Fe County, New Mexico;
2. Terms and conditions contained in Annexation Agreement recorded March 4, 2010, as Instrument #1592456, records of Santa Fe County, New Mexico;
3. Terms and conditions contained in City of Santa Fe Ordinance recorded March 19, 2010, as Instrument #1593744, records of Santa Fe County, New Mexico;
4. Terms and conditions contained in City of Santa Fe Ordinance recorded March 19, 2010, as Instrument #1593745, records of Santa Fe County, New Mexico;
5. Easements and rights incident thereto, notes, restrictions and conditions, as shown and delineated on the plat of survey entitled "Las Soleras Annexation, General Plan Amendment, Rezoning to Multiple Zoning Districts, recorded March 4, 2010, in Plat Book 714, Pages 014-026, Instrument #1592455, records of Santa Fe County, New Mexico;

SEC CLERK RECORDED 01/11/2016

6. Easements and rights incident thereto, notes, restrictions and conditions, as shown and delineated on plat of survey entitled "Lot Line Adjustment Plan prepared for Las Soleras Del Sur, LLC, Las Soleras Oeste Ltd., Co., Las Soleras Community Design, LLC, Geronimo Equities, LLC, comprising of existing Tracts 9, 11, 12B, 14 and 15, Las Soleras . . . situate within Sections 7, 17 and 18, Township 16 North, Range 9 East, New Mexico Principal Meridian, City of Santa Fe, Santa Fe County, New Mexico.", recorded October 29, 2015, in Plat Book 794, Pages 007-013, Instrument #1778342, records of Santa Fe County, New Mexico;

7. Taxes for the year 2016 and thereafter.

with special warranty covenants.

WITNESS my hand and seal this 8<sup>th</sup> day of January, 2016.

LAS SOLERAS CENTER, LLC, a New Mexico limited liability company

By: [Signature]  
John J. Mahoney  
Operations Manager

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me on January 8, 2016, by John J. Mahoney, Operations Manager of Las Soleras Center, LLC, a New Mexico limited liability company.

[Signature]  
Notary Public

My Commission Expires:  
07-02-16



OFFICIAL SEAL  
GREGG S. ROBINSON  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: \_\_\_\_\_

H:\Pulte Homes Inc\Santa Fe\Santa Fe\Las Soleras\Special Warranty Deed Phase I(A) Final 1.7.16.docx

SFC CLERK RECORDED 91/11/2016

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

SPECIAL WARRANTY DEED  
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 11TH Day Of January, 2016 at 08:36:27 AM  
-2- And Was Duly Recorded as Instrument # 1783629 Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office  
[Signature] Geraldine Salazar  
Deputy County Clerk, Santa Fe, NM



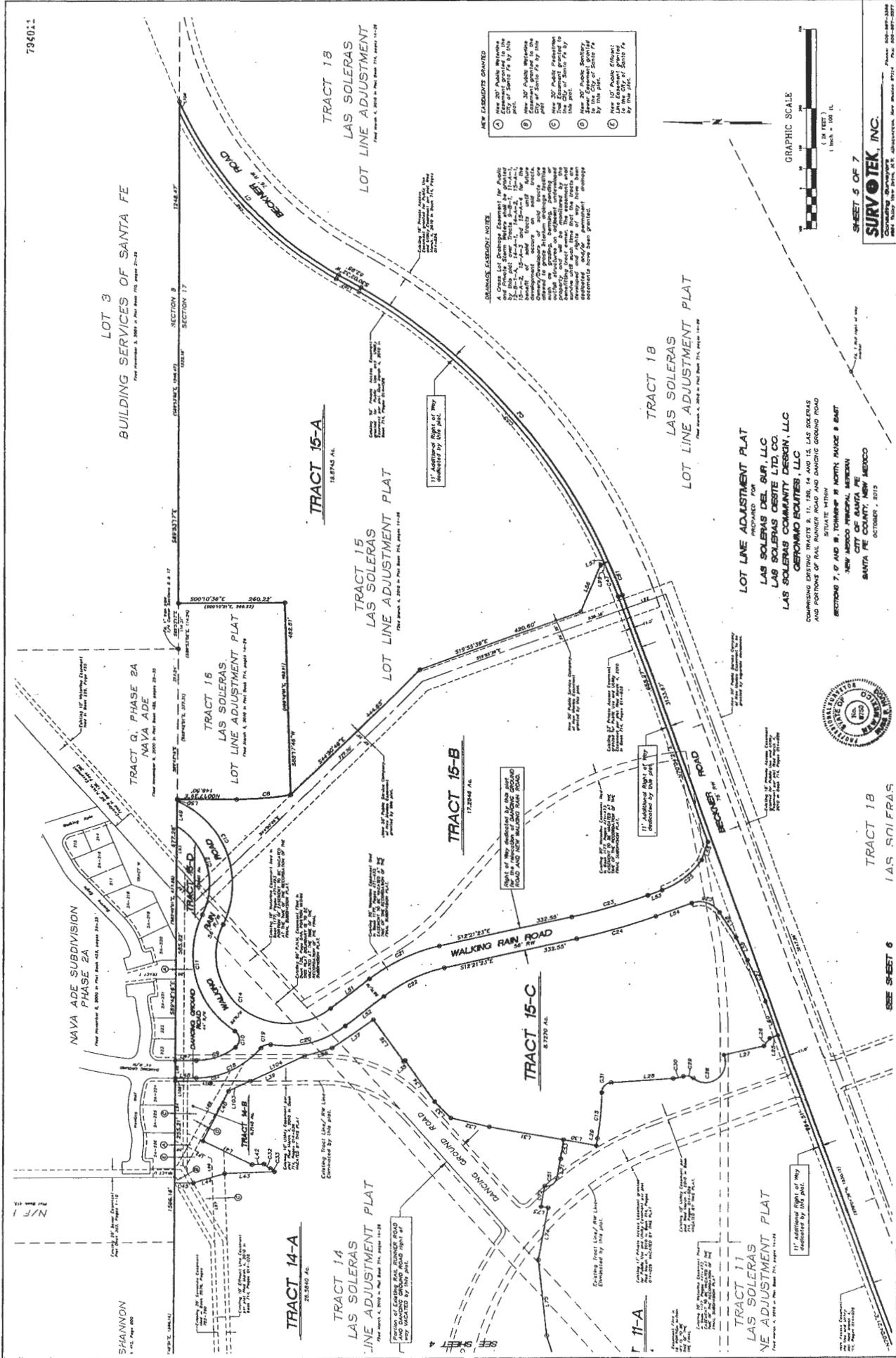
**LEGAL DESCRIPTION**

LOT 17A, LAS SOLERAS AS THE SAME IS SHOWN AND DOCUMENTED ON THE PLAT ENTITLED "LOT 17A SURVEY, NEW MEXICO COMMUNITY DESIGN, L.L.C. SUBDIVISION OF THE CITY OF SANTA FE COUNTY, NEW MEXICO" AND COMPLEMENTS THE PLAT ENTITLED "LOT 17B SURVEY, NEW MEXICO COMMUNITY DESIGN, L.L.C. SUBDIVISION OF THE CITY OF SANTA FE COUNTY, NEW MEXICO" AS SHOWN AND DOCUMENTED ON THE 17TH DAY OF MARCH, 2010 IN PLAT BOOK 714 PAGES 14-15, 17-18, 20-21, 23-24, 26-27, 29-30, 32-33, 35-36, 38-39, 41-42, 44-45, 47-48, 50-51, 53-54, 56-57, 59-60, 62-63, 65-66, 68-69, 71-72, 74-75, 77-78, 80-81, 83-84, 86-87, 89-90, 92-93, 95-96, 98-99, 101-102, 104-105, 107-108, 110-111, 113-114, 116-117, 119-120, 122-123, 125-126, 128-129, 131-132, 134-135, 137-138, 140-141, 143-144, 146-147, 149-150, 152-153, 155-156, 158-159, 161-162, 164-165, 167-168, 170-171, 173-174, 176-177, 179-180, 182-183, 185-186, 188-189, 191-192, 194-195, 197-198, 200-201, 203-204, 206-207, 209-210, 212-213, 215-216, 218-219, 221-222, 224-225, 227-228, 230-231, 233-234, 236-237, 239-240, 242-243, 245-246, 248-249, 251-252, 254-255, 257-258, 260-261, 263-264, 266-267, 269-270, 272-273, 275-276, 278-279, 281-282, 284-285, 287-288, 290-291, 293-294, 296-297, 299-300, 302-303, 305-306, 308-309, 311-312, 314-315, 317-318, 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653-654, 656-657, 659-660, 662-663, 665-666, 668-669, 671-672, 674-675, 677-678, 680-681, 683-684, 686-687, 689-690, 692-693, 695-696, 698-699, 701-702, 704-705, 707-708, 710-711, 713-714, 716-717, 719-720, 722-723, 725-726, 728-729, 731-732, 734-735, 737-738, 740-741, 743-744, 746-747, 749-750, 752-753, 755-756, 758-759, 761-762, 764-765, 767-768, 770-771, 773-774, 776-777, 779-780, 782-783, 785-786, 788-789, 791-792, 794-795, 797-798, 800-801, 803-804, 806-807, 809-810, 812-813, 815-816, 818-819, 821-822, 824-825, 827-828, 830-831, 833-834, 836-837, 839-840, 842-843, 845-846, 848-849, 851-852, 854-855, 857-858, 860-861, 863-864, 866-867, 869-870, 872-873, 875-876, 878-879, 881-882, 884-885, 887-888, 890-891, 893-894, 896-897, 899-900, 902-903, 905-906, 908-909, 911-912, 914-915, 917-918, 920-921, 923-924, 926-927, 929-930, 932-933, 935-936, 938-939, 941-942, 944-945, 947-948, 950-951, 953-954, 956-957, 959-960, 962-963, 965-966, 968-969, 971-972, 974-975, 977-978, 980-981, 983-984, 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2962-2963, 2964-2965, 2966-2967, 2968-2969, 2970-2971, 2972-2973, 2974-2975, 2976-2977, 2978-2979, 2980-2981, 2982-2983, 2984-2985, 2986-2987, 2988-2989, 2990-2991, 2992-2993, 2994-2995, 2996-2997, 2998-2999, 3000-3001, 3002-3003, 3004-3005, 3006-3007, 3008-3009, 3010-3011, 3012-3013, 3014-3015, 3016-3017,





LOT 3  
BUILDING SERVICES OF SANTA FE



- NEW EASEMENTS GRANTED**
- ④ New 20' Public Right-of-Way Easement for the City of Santa Fe by this plat.
  - ⑤ New 10' Public Right-of-Way Easement for the City of Santa Fe by this plat.
  - ⑥ New 20' Public Right-of-Way Easement for the City of Santa Fe by this plat.
  - ⑦ New 10' Public Right-of-Way Easement for the City of Santa Fe by this plat.
  - ⑧ New 10' Public Right-of-Way Easement for the City of Santa Fe by this plat.
  - ⑨ New 10' Public Right-of-Way Easement for the City of Santa Fe by this plat.

**DEMOGRAPHIC EXISTENCE NOTES**

A Cross Lot Drainage Easement for Public Use is hereby granted for the purpose of providing for the drainage of the lots shown on this plat. The drainage easement is shown on this plat and is subject to the provisions of the drainage easement agreement between the City of Santa Fe and the City of Santa Fe by this plat.



**SHEET 5 OF 7**  
**SURVOTEK, INC.**  
CONSTRUCTION DOCUMENTS  
1000 1/2 STREET, N.E. ALBUQUERQUE, NEW MEXICO 87111 TEL: 505-261-2222

**LOT LINE ADJUSTMENT PLAT**  
PREPARED FOR  
LAS SOLERAS DEL SUR, LLC  
LAS SOLERAS DESITE LTD. CO.  
LAS SOLERAS COMMUNITY DESIGN, LLC  
GERONIMO ROUTES, LLC

COMPARING EXISTING TRACTS 9, 11, 15B, 14 AND 15, LAS SOLERAS AND PORTIONS OF RUI RUNNER ROAD AND BANKING GROUND ROAD SECTIONS 7, 17 AND 18 TOWNSHIP 18 NORTH, RANGE 8 EAST NEW MEXICO MUNICIPAL MERIDIAN SANTA FE COUNTY, NEW MEXICO  
OCTOBER, 2013



TRACT 18  
LAS SOLERAS

SEE SHEET 6

SEE SHEET 4

N/A 1





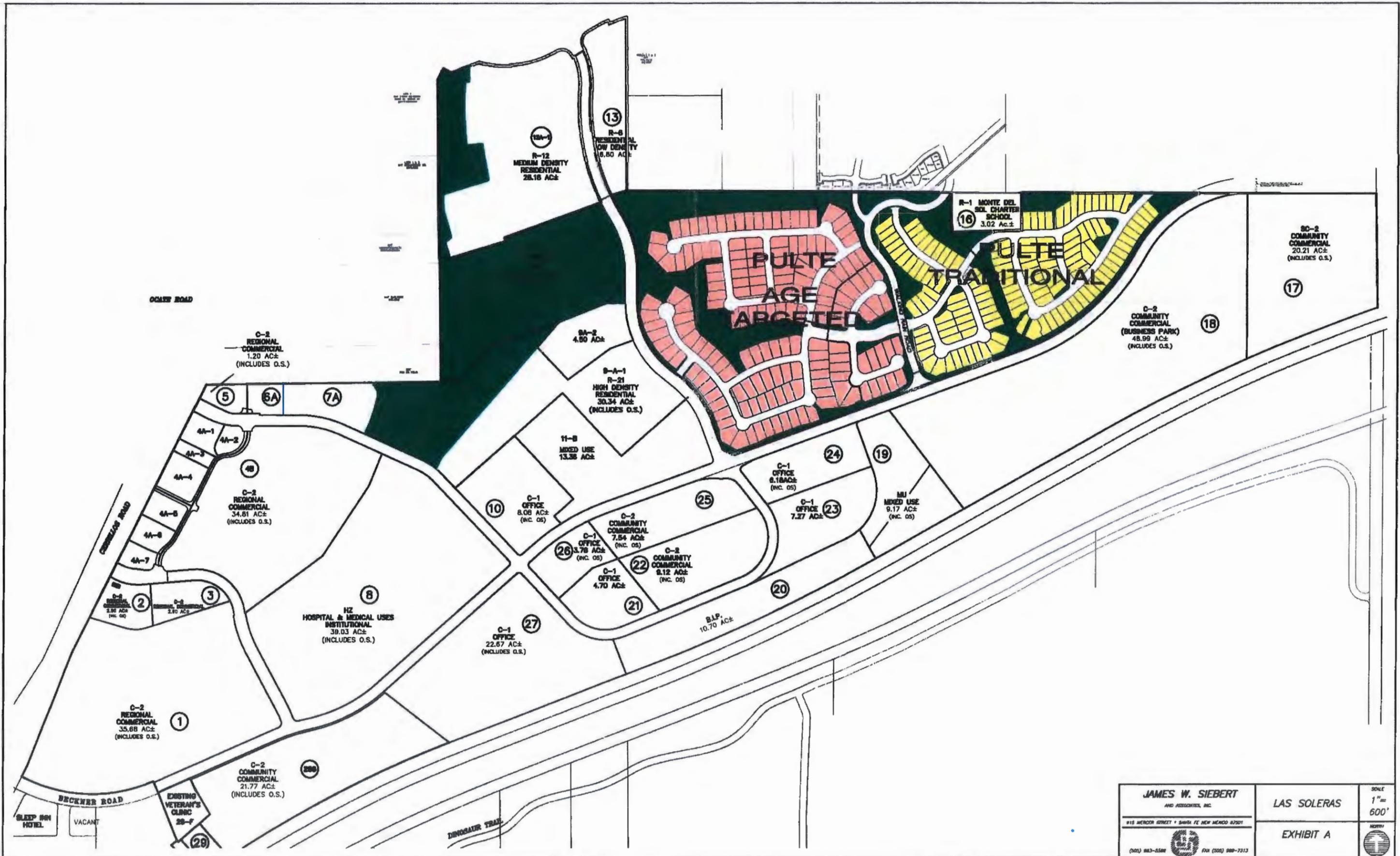
## **Major Amendment to the Las Soleras Master Plan for Building Heights for Estancias de Las Soleras**

A request is submitted to modify the building setback and height standards within the Estancias de Las Soleras single family residential development as described on Exhibit A. The height and setback standards for Estancias de Las Soleras is defined in this report.

### Reason for Amendment

The single family residential dwelling heights proposed in the Las Soleras are requested for the following reasons:

- Interior ceiling heights are taller than the eight foot ceilings that are more standard for tract homes. The taller ceiling heights enhances the living environment for the home where there is a feel of greater expansiveness.
- The light and air standard for building setbacks, which began as a zoning tool in the 1920's are not as relevant where the residential dwellings are located in close proximity to open space areas. In the case of Estancias de las Soleras the lots have been designed so that no lot is further than 200 feet from an open space area or City trail. A significant number of lots are located on the edge of open space areas.
- Landscaping provided by the developer of the projects is extensive and meant to serve as an amenity throughout the project. The proximity and height of the dwellings will be considerably softened with the maturation of the landscape.
- The open space areas and trail locations are designed to connect to the 28 acre regional park. There is less of a need to provide for open areas adjacent to the dwellings when recreational and open space areas are within a walking distance of the dwellings.
- Such projects as Nava Ade and Villa Sonata have two story adjoining homes that are separated by a five foot side yard setback on each lot. The fact that the two story homes are not repetitive is sufficient to offset the scale that normally would be a concern if all the dwellings were two story. At Mirehaven in Albuquerque approximately 50 percent of the homes are two story. In Villa Sonata in Santa Fe the percentage of two story homes is less than fifty percent.
- In the Age Targeted segment of the lots, which represents slightly more than one-half of the homes in the Estancias de Las Soleras development all of the homes are single story. While some of the homes in the Age Targeted area require a modification to the height standard, it is due to architectural embellishments such as stepped parapet walls or forward facing pitched roofs that help to break up the design of the street view.



<b>JAMES W. SIEBERT</b> AND ASSOCIATES, INC. 915 HERCULES STREET • SANTA FE, NEW MEXICO 87501 (505) 883-5588 FAX (505) 888-7313	<b>LAS SOLERAS</b>	SCALE 1" = 600' NORTH
	<b>EXHIBIT A</b>	

The two areas of Estancias de Las Soleras serve as the categories for establishing the heights and setbacks for the development. Each model type, less repetitive designs with decorative elements that will be constructed is listed below along with the setback and height standards for each unit type.

**Age Targeted Lots**– Limited to lots located west of Walking Rain

**Model 5220-B**



**Summary Description**

- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (per code)
- Maximum Building Height of 5' side yard setback (14' per code)
- Maximum Building Height: 20'8" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**

**Model 5220-E**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

Maximum Building Height of 5' side yard setback; (16'11", modified from code)

Maximum Building Height: 16'11" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**

**Model 5423-A**



**Summary Description**

- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (modified from code)
- Maximum Building Height: 5' side yard setback; (18'10" modified from code)
- Maximum Building Height: 18'10" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**



**Summary Description**

- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (per code)
- Maximum building height at 5' side yard setback; (13'10" per code)
- Maximum Building Height: 18'10"

|  
 | Indicates building height at 10' side yard setback  
 |

**\*\*\*Red type denotes modification from current City Code**

**Model 5423-D**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

Maximum building height at 5' side yard setback; (14'11" modified from code)

Maximum Building Height: 16'11" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**

### Model 5423-E



#### Summary Description

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet: **(modified from code)**

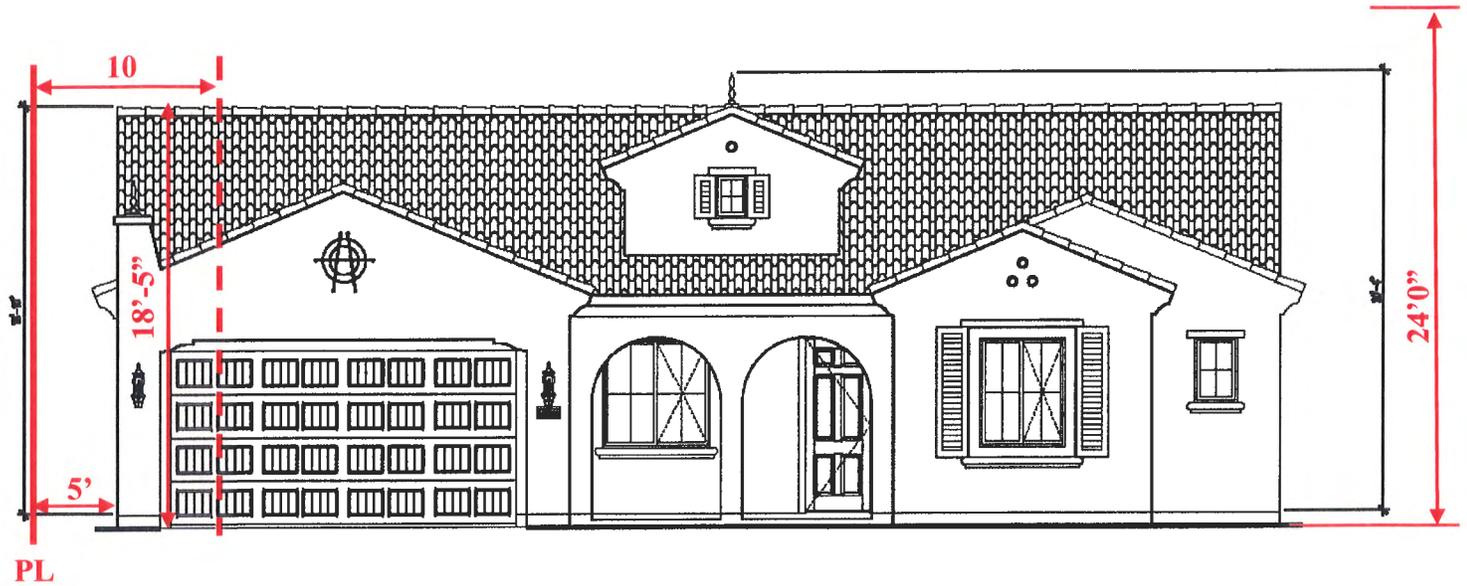
Maximum building height at 5' side yard setback; **(16'11" modified from code)**

Maximum Building Height: 16'11" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**

**Model 5424-A**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

Maximum building height at 5" side yard setback; (18'5" modified from code)

Maximum Building Height: 18'5" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**

**Model 5424-B**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (per code)

Maximum building height at 5' yard setback; 13'10" (per code)

Maximum Building Height: 18'10" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**

**Model 5424-C**



**Summary Description**

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

Side Yard Setback: 5 feet

Maximum building height at 5' yard setback; 13'10" (per code)

Maximum Building Height: 18'10" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**



### Summary Description

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

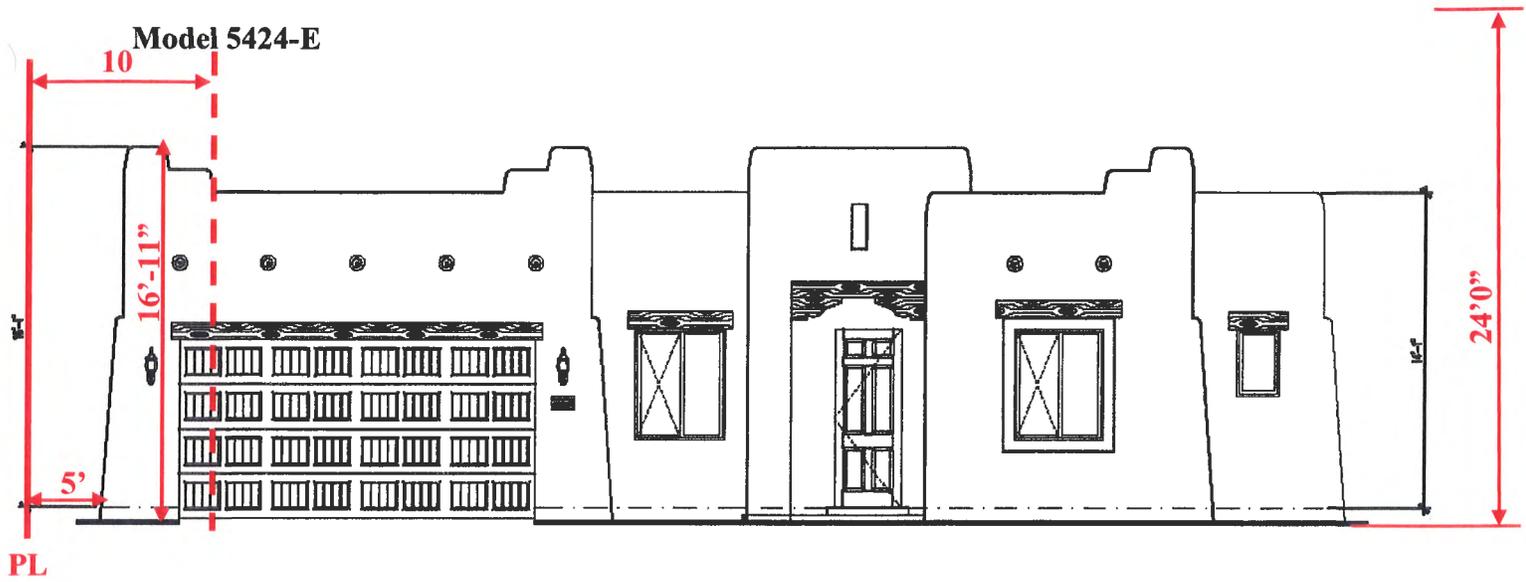
Side Yard Setback: 5 feet (modified from code)

Maximum height at 5' side yard setback; (14'11" modified from code)

Maximum Building Height: 16'11" (per code)

—  
 — Indicates building height at 10' side yard setback  
 —

\*\*\*Red type denotes modification from current City Code



Summary Description

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

Side Yard Setback: 5 feet (modified from code)

Maximum height at 5' side yard setback; (16'11" modified from code)

Maximum Building Height: 16'11" (per code)

|  
 | Indicates building height at 10' side yard setback  
 |

\*\*\*Red type denotes modification from current City Code

# Estancias de Las Soleras Streetscape View-Age Targeted



**Model 5220-A**



**Summary Description**

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

Side Yard Setback: 5 feet (modified from code)

Maximum height at 5' side yard setback; (20'8" modified from code)

Maximum Building Height: 20'8" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**

**Model 5425-A**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

Maximum building height at 5' side yard setback; (18'5" modified from code)

Maximum Building Height: 18'5" (per code)

|| Indicates building height at 10' side yard setback

**\*\*\*Red type denotes modification from current City Code**

**Model 5425-B**



**Summary Description**

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (per code)

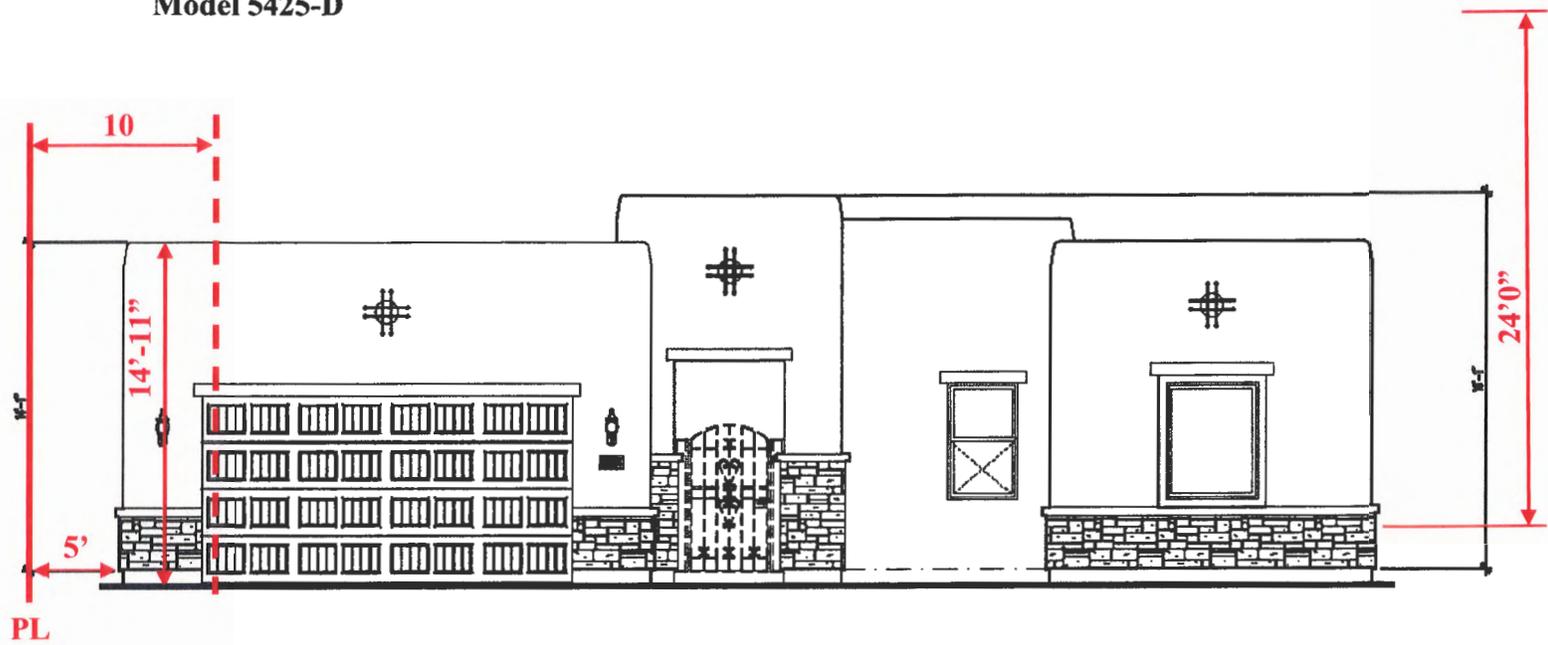
Maximum building height at 5' side yard setback: (13'10" per code)

Maximum Building Height: 18'5" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**

## Model 5425-D



### Summary Description

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

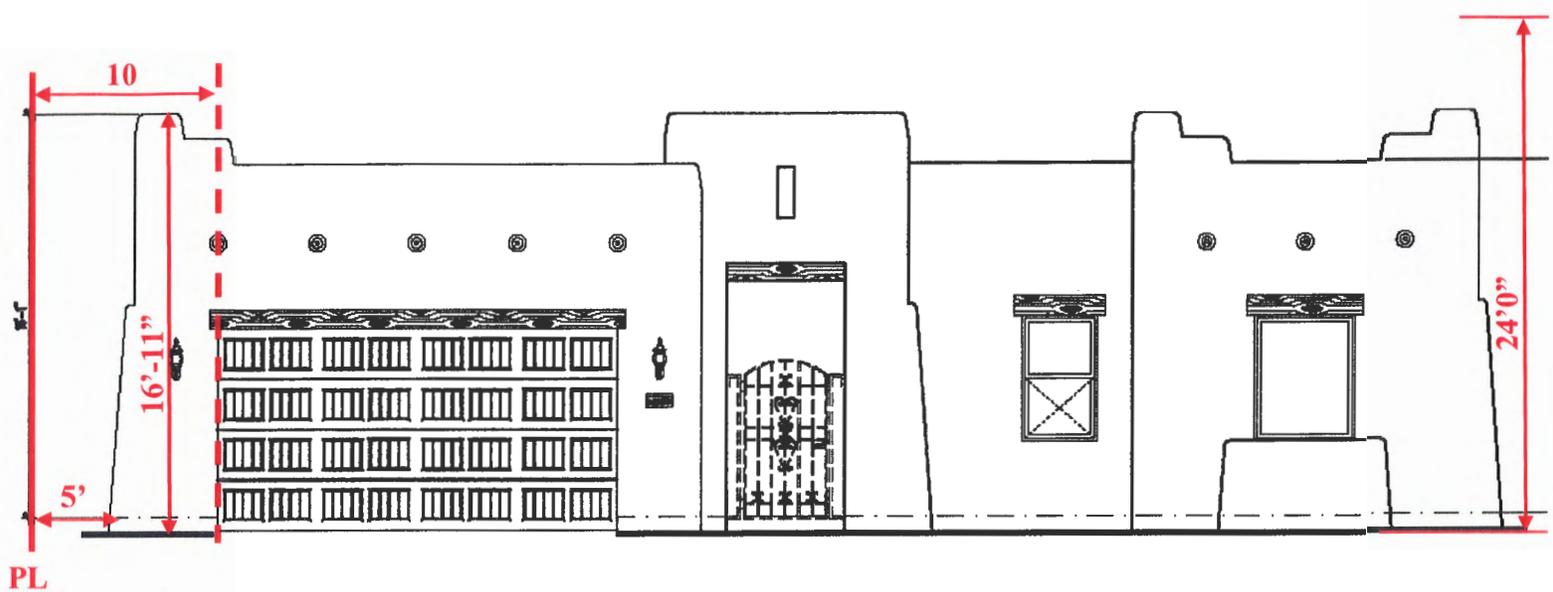
Maximum building height at 5' side yard setback; (14' 11" modified from code)

Maximum Building Height: 16'11"

||  
|| Indicates building height at 10' side yard setback  
||

\*\*\*Red type denotes modification from current City Code

## Model 5425-E



### Summary Description

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (modified from code)

Maximum building height at 5' side yard setback; (16' 11" modified from code)

Maximum Building Height: 16' 11" (per code)

—  
— Indicates building height at 10' side yard setback  
—

\*\*\*Red type denotes modification from current City Code

Age targeted streetscape

**Traditional** – limited lots located east of Walking Rain

**Model 5220-B**



Summary Description:

Front Yard Setback: 20 feet (per code)

Rear Yard Setback: 15 feet (per code)

Side Yard Setback: 5 feet (per code)

Maximum Building Height of 5' side yard setback (12'10" per code)

Maximum Building Height: 20'8" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

\*\*\*Red type denotes modification from current City Code

The front elevation for the typical dwelling model in the Age Target section with a roof pitch to the street is described below.

**Model 5220-A**



**PL**

**Summary Description:**

- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (modified from code)
- Maximum building height at 5' side yard setback; (20' 8" modified from code)
- Maximum Building Height: 20' 8" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**

## Flat Roof

The flat roof model for the typical dwelling in the Age Targeted section is described on Figure 3 below.

### Model 5220-D



#### Summary Description

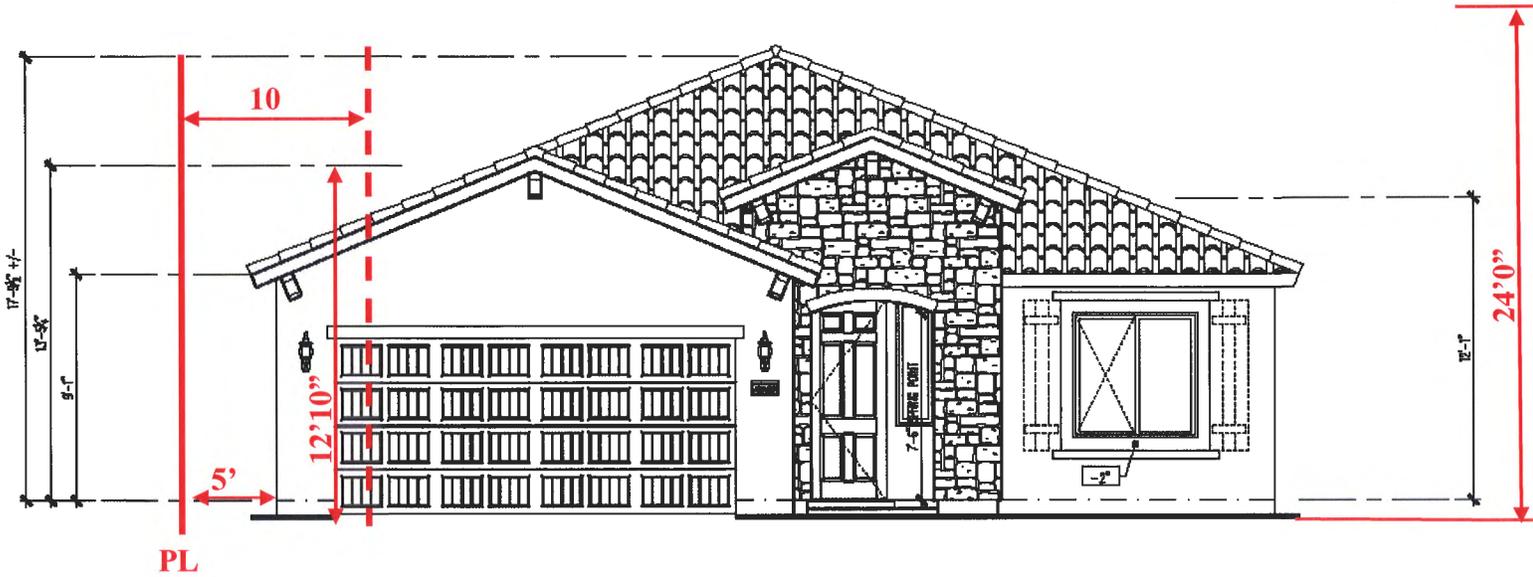
- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (modified from code)
- Maximum building height at 5' side yard setback; (14'11" modified from code)
- Maximum Building Height: 16' 11" (per code)

— Indicates building height at 10' side yard setback

\*\*\*Red type denotes modification from current City Code

Traditional Models – limited to lots located east of Walking Rain Road

**Model 4017-B**



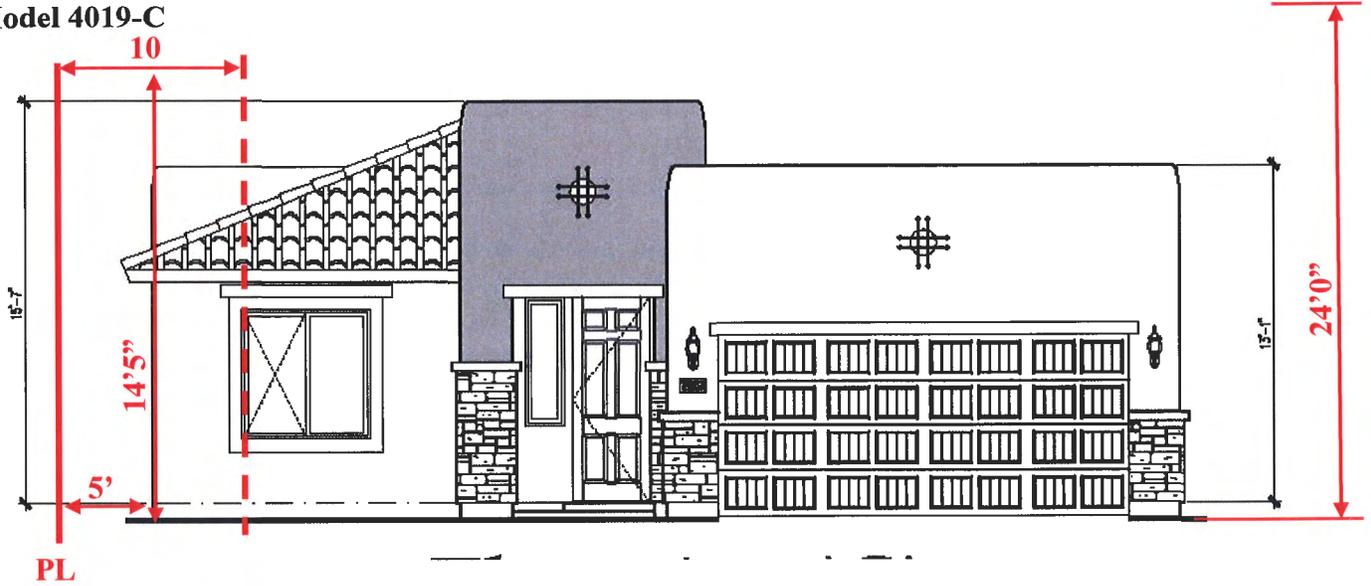
Summary Description

- Front Yard Setback: 20 feet (per code)
- Rear Yard Setback: 15 feet (per code)
- Side Yard Setback: 5 feet (per code)
- Maximum building height at 5' side yard setback; (12'10" per code)
- Maximum Building Height: 19'1" (per code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

\*\*\*Red type denotes modification from current City Code

**Model 4019-C**



**Summary Description**

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

Side Yard Setback: 5 feet

Maximum building height at 5' side yard setback; (14'5"modified from code)

Maximum Building Height: 16'5"

—  
— Indicates building height at 10' side yard setback  
—

**\*\*\*Red type denotes modification from current City Code**

Pitched Roof – two story

The pitched roof model for the typical dwelling in the Traditional section is described on Figure 6 below.

**Model 4028-A**



**Summary Description**

Front Yard Setback: 20 feet

Rear Yard Setback: 15 feet

Side Yard Setback: 5 feet (modified from code)

Maximum building height at 5' side yard setback; (28'10" modified from code)

Maximum Building Height: (28'10" modified from code)

┆  
┆ Indicates building height at 10' side yard setback  
┆

**\*\*\*Red type denotes modification from current City Code**



# Estancias de Las Soleras Streetscape View-Traditional

