

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2008-40**

**AN ORDINANCE**

**ANNEXING A TRACT OF LAND CONTIGUOUS WITH THE SANTA FE CORPORATE LIMITS WITHIN SEC. 7 & 18, T16N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO, LOCATED NORTH OF GOVERNOR MILES ROAD AND EAST OF CERRILLOS ROAD, COMPRISING 6.485± ACRES; AND ALSO ANNEXING 4.375± ACRES OF GOVERNOR MILES ROAD RIGHT-OF-WAY. ("GOVERNOR MILES BUSINESS PARK" ANNEXATION CASE NO. M 2008-07.)**

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

**Section 1.** Pursuant to Section 3-7-17 NMSA 1978 , the following described land (the "Property") is annexed to the City of Santa Fe, thereby extending the corporate limits of the city:

A certain parcel of land lying within Sec. 7 & 18, T16N, R9E, NMPM and a portion of Governor Miles Avenue, both as more particularly described in the attached legal description (Exhibit A) and as shown on the attached Annexation Plat (Exhibit B) and incorporated herein by reference.

1           **Section 2.** A petition (the "Petition") executed by all the owners of the Property has been  
2 presented to the governing body of the city of Santa Fe requesting annexation of the Property, an  
3 area of land contiguous to the city's corporate limits, which annexation is accomplished pursuant  
4 to the provisions of the annexation agreement between the City of Santa Fe and the owners of the  
5 Property sought to be annexed attached hereto and referenced herein as "Exhibit C."

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

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

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

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

15  
16 **APPROVED AS TO FORM:**

17   
18 \_\_\_\_\_  
19 **FRANK KATZ, CITY ATTORNEY**

**DESCRIPTION**

**LOT 1-B AND GOVERNOR MILES ROAD AS SHOWN ON BOUNDARY SURVEY PLAT FOR EAKIN/TRICKEY, LOTS 1 & 1-B, RECORDED IN BOOK 560, PAGE 31 AND LYING WITHIN SECTIONS 7 & 18, T16N, R9E, NMPM, SANTA FE COUNTY, NM;**

**WHICH MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTH EAST CORNER OF THE HEREIN DESCRIBED ANNEXATION AREA FROM WHICH SANTA FE CONTROL No.7 LIES S83°52'33"E, 952.14 FEET;**

**THENCE FROM SAID POINT OF BEGINNING;**

**S00°14'29"E, 113.24 FEET;**

**THENCE COUNTERCLOCKWISE 123.82 FEET ON A CURVE HAVING A RADIUS OF 1061.64 FEET AND A CHORD OF S89°29'20"W, 123.75 FEET;**

**THENCE N25°27'34"W, 24.92 FEET;**

**THENCE COUNTERCLOCKWISE 127.57 FEET ON A CURVE HAVING A RADIUS OF 1082.78 FEET AND A CHORD OF S82°34'07"W, 127.49 FEET;**

**THENCE S58°54'23"W, 42.37 FEET;**

**THENCE COUNTERCLOCKWISE 117.73 FEET ON A CURVE HAVING A RADIUS OF 75.19 FEET AND A CHORD OF S14°03'05"W, 106.07 FEET;**

**THENCE S30°56'55"E, 25.00 FEET;**

**THENCE S59°03'05"W, 100.00 FEET;**

**THENCE N30°56'55"W, 25.00 FEET;**

**THENCE COUNTERCLOCKWISE 117.57 FEET ON A CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD OF N75°51'23"W, 105.90 FEET;**

**THENCE CLOCKWISE 345.88 FEET ON A CURVE HAVING A RADIUS OF 891.22 FEET AND A CHORD OF S73°34'15"W, 342.28 FEET;**

**THENCE S02°05'22"E, 6.00 FEET;**

**THENCE CLOCKWISE 213.88 FEET ON A CURVE HAVING A RADIUS OF 814.93 FEET AND A CHORD OF N83°17'21"W, 213.27 FEET;**

**THENCE S68°01'36"W, 204.07 FEET;**

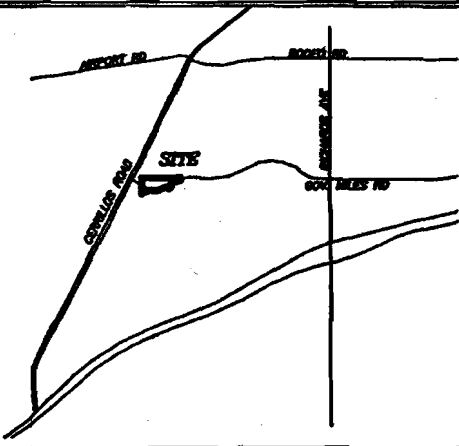
**THENCE N63°20'02"W, 64.09 FEET;**

**THENCE S26°39'58"W, 84.53 FEET;**

**THENCE N00°39'51"W, 381.07 FEET;**

**THENCE N00°38'07"W, 157.93 FEET;**

**THENCE N89°46'26"E, 1320.32 FEET TO THE POINT OF BEGINNING, CONTAINING 10.862 ACRES, MORE OR LESS.**



NOT TO SCALE VICINITY MAP

**DESCRIPTION**  
 LOT 1-B AND GOVERNOR MILES ROAD AS SHOWN ON BOUNDARY SURVEY PLAT FOR ECHO/WHISKEY, LOTS 1 & 1-B, RECORDED IN BOOK 560, PAGE 31 AND LYING WITHIN SECTIONS 7 & 16, T16N, R9E, N16M, SANTA FE COUNTY, NM

WHICH MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTH EAST CORNER OF THE HEREIN DESCRIBED ANNEXATION AREA FROM WHICH SANTA FE CONTROL No.7 LIES S83°32'33"E, 192.14 FEET;

THENCE FROM SAS POINT OF BEGINNING:  
 S07°14'29"E, 113.34 FEET;  
 THENCE COUNTERCLOCKWISE 123.82 FEET ON A CURVE HAVING A RADIUS OF 1061.84 FEET AND A CHORD OF S89°20'30"W, 123.75 FEET;  
 THENCE N25°27'34"W, 24.82 FEET;  
 THENCE COUNTERCLOCKWISE 127.57 FEET ON A CURVE HAVING A RADIUS OF 1082.78 FEET AND A CHORD OF S82°34'07"W, 127.40 FEET;  
 THENCE S88°54'23"W, 42.37 FEET;  
 THENCE COUNTERCLOCKWISE 117.73 FEET ON A CURVE HAVING A RADIUS OF 75.19 FEET AND A CHORD OF S14°03'05"W, 106.87 FEET;  
 THENCE S30°56'50"E, 25.00 FEET;  
 THENCE S89°05'05"W, 100.00 FEET;  
 THENCE N30°56'50"W, 25.00 FEET;  
 THENCE COUNTERCLOCKWISE 117.57 FEET ON A CURVE HAVING A RADIUS OF 75.00 FEET AND A CHORD OF N78°51'23"W, 100.00 FEET;  
 THENCE CLOCKWISE 345.88 FEET ON A CURVE HAVING A RADIUS OF 891.22 FEET AND A CHORD OF S73°34'19"W, 342.38 FEET;  
 THENCE S02°05'22"E, 8.00 FEET;  
 THENCE CLOCKWISE 213.88 FEET ON A CURVE HAVING A RADIUS OF 814.83 FEET AND A CHORD OF N83°17'21"W, 213.27 FEET;  
 THENCE S88°01'30"W, 204.07 FEET;  
 THENCE N83°20'03"W, 64.09 FEET;  
 THENCE S26°36'58"W, 84.53 FEET;  
 THENCE N07°36'51"W, 381.07 FEET;  
 THENCE N00°36'07"W, 157.93 FEET;  
 THENCE N89°46'26"E, 1320.32 FEET TO THE POINT OF BEGINNING, CONTAINING 10.882 ACRES, MORE OR LESS.

**REVIEWED BY CITY OF SANTA FE:**

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

SUBDIVISION ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY THE CITY COUNCIL AT ITS MEETING OF: \_\_\_\_\_ DATE \_\_\_\_\_

AS CASE # \_\_\_\_\_

MAJOR: DAVID COSS \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I AM A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR AND HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, COMPLETED ON THE 06th DAY OF MARCH, 2008. THIS SURVEY AND PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

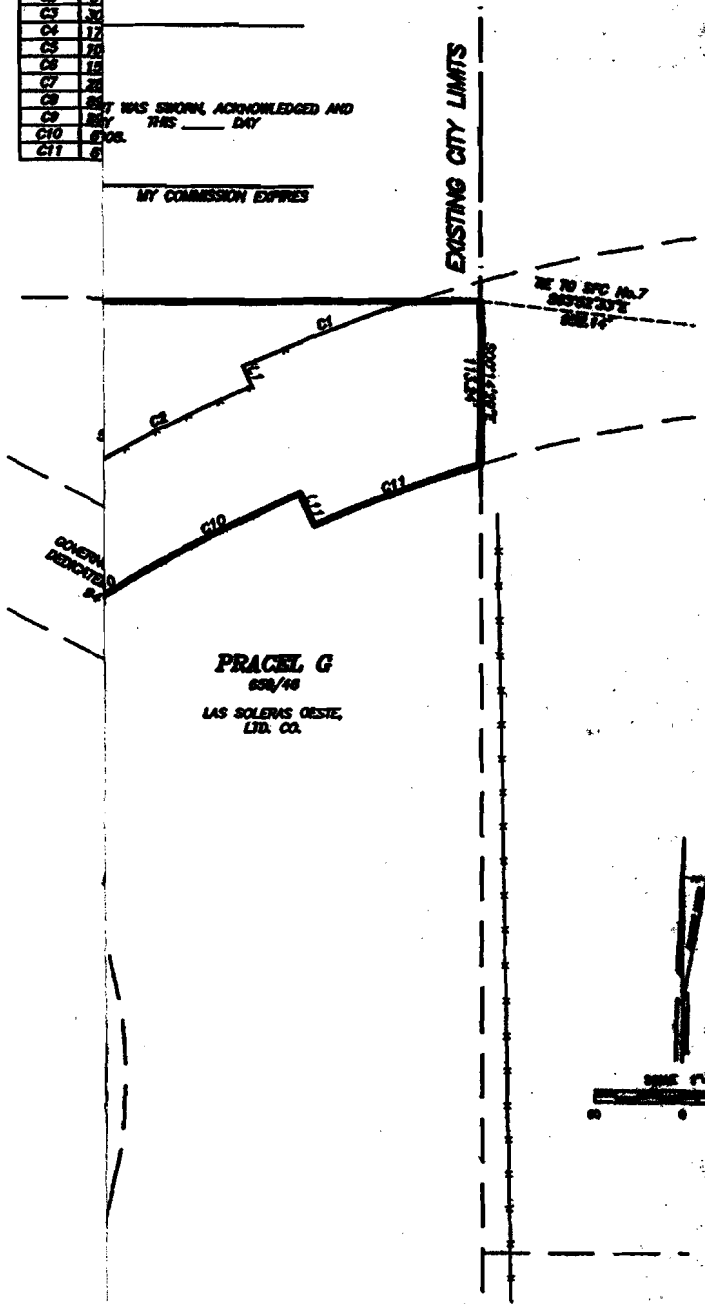
GARY E. DANSON, NMPS/7014 3/06/08

**AFFIDAVIT**  
 PRESENTS THAT THE UNDERSIGNED OWNER(S) TOWNSHIP THOSE LANDS SHOWN HEREON, THE S&B THE FREE CONSENT AND IN ACCORDANCE WITH THE(5). THIS ANNEXATION CONTAINS 10.88 ACRES IN THE PLANNING AND PLATING JURISDICTION OF SANTA FE, N.M.

CURVE	
C1	6
C2	8
C3	30
C4	12
C5	20
C6	15
C7	25
C8	25
C9	25
C10	25
C11	6

WAS SHOWN, ACKNOWLEDGED AND THIS DAY

MY COMMISSION EXPIRES



FOR COUNTY CLERK

RECEIVED PLAT

FE, LLC.  
 30, PAGE 31, AND  
 FOR MILES ROAD  
 18, T.16N., R.9E., N.M.P.M.  
 Y, NEW MEXICO.

P-1.3

DANSON SURVEYS INC.  
 PROFESSIONAL LAND SURVEYORS  
 2002 COLORADO AVENUE  
 SANTA FE, NM 87505

S:\dwg\6255\6255.dwg

EXHIBIT B

**ANNEXATION AGREEMENT  
GOVERNOR MILES BUSINESS PARK**

The Annexation Agreement ("Agreement") is made and entered into this \_\_\_\_ of \_\_\_\_\_, 2008 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and Crowne Santa Fe, LLC, a New Mexico Limited Liability Corporation ("Landowner").

**RECITALS**

A. Landowner is the owner of certain property situated in Santa Fe County, New Mexico consisting of approximately 6.485 acres being situated in Sections 7 and 18, Township 16N Range 9E New Mexico Primary Meridian as more fully described in the Annexation Plat attached hereto as Exhibit 1 and incorporated herein by this reference, and hereinafter referred to as the "Property".

B. This property is was previously reviewed and given approval for master plan/rezoning for commercial development by the Extraterritorial Zoning Commission on May 10, 2007 and by the Extraterritorial Zoning Authority on August 30, 2007.

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

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

**AGREEMENTS**

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

1. THE ANNEXATION PLAT (Exhibit 1)

A. Landowner agrees to prepare an Annexation Plat in compliance with Section 14-3.4 SFCC (2001).

B. The Annexation plat shows the right-of-way previously granted to the City for Governor Miles Road by the applicant's predecessor in interest. The right-of-way granted to the City by the applicant's predecessor in interest for Governor Miles Road is in excess of the amount used for the completed Governor Miles Road improvements, and applicant may request return of the portion described and shown in Exhibits 1.1 and 1.2, by the City.

2. THE MASTER PLAN (Exhibit 2)

Landowner agrees to submit a Master Plan prepared in compliance with Section 14-3.4 (C) SFCC (2001). In addition to the requirements of §14-3.4 (C) SFCC (2001), the Master Plan, the applicant is submitting an annexation plat. (Exhibit 2)

3. DEVELOPMENT OF PROPERTY.

A. The Master Plan contemplates a commercial development upon the Property in conformance with the City's General Plan Future Land Use map.

B. The City Planning Commission must approve a Development Plan for the Property before Landowner may begin development of the Property.

4. CITY SERVICES.

A. FIRE AND POLICE PROTECTION

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

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

C. WATER SERVICE

Prior to the development of the Property, the Landowner agrees to connect the proposed development to the City water delivery system using granted easements and shall extend the water line through the Property as required by the City. The City's requirement regarding water rights transfer shall be met, if applicable.

D. INFRASTRUCTURE

The Landowner shall construct infrastructure improvements to serve Property in accordance with the Santa Fe City Code.

E. STREETS AND OTHER RIGHTS OF WAY

All streets and roads will be designed and constructed in accordance with City standards and with the Santa Fe City Code, and dedicated to the City as shown on the Master Plan. The Landowner shall be responsible for the construction and shall bear the expense of improvements on those improvements.

F. FINANCIAL GUARANTEE

All required improvements for water, roads and rights of way shall be constructed in accordance with City requirements and, when completed to the satisfaction of the City, said improvements shall be dedicated to the City for use in perpetuity.

The Landowner shall provide a financial guarantee, as set forth in Section 14.9.3 SFCC 1987 in a form acceptable to the City, for the required improvements to the Property prior to

filing of the development plan. The amount of the surety shall be based on a certified engineer's estimate acceptable to the City.

5. ARCHAEOLOGICAL REVIEW ORDINANCE.

Prior to annexation of the Property the Landowner shall be in compliance with Section 14-5.3 SFCC (2001).

6. UTILITIES.

The Property shall be served only with underground utilities.

7. TRAFFIC IMPACT REPORT.

The submitted Traffic Impact Analysis and mitigation measures must meet the approval of the Traffic Engineering Division prior to development of the property.

8. WELLS AND WATER RIGHTS.

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

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

9. IMPACT FEES.

The Landowner agrees to pay impact fees as required by City as forth in Ordinance 2008-2.

10. ASSIGNMENT.

The Landowner in their sole discretion may hereafter assign this Agreement or specific obligation under this Agreement to another Landowner, another developer, or to an association of



property owners. Any assignees shall be bound to the terms and conditions of this Agreement to the same extent that the Landowner is bound.

11. CAPTIONS.

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

12. EXECUTION OF DOCUMENTS.

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

13. SEVERABILITY.

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

14. NO WAIVER.

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

15. NUMBERS AND GENDERS.

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

16. GOVERNING LAW.

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

17. BINDING EFFECT.

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

18. AGREEMENT.

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

19. AMENDMENTS.

Substantive amendments to this Agreement shall be reviewed by the City Council for approval. Amendments to the master plan may be approved by the Planning Commission.

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

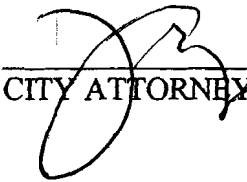
CITY OF SANTA FE

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

LANDOWNER: CROWNE SANTA FE LLC., A NEW MEXICO CORPORATION

BY: \_\_\_\_\_

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_

\_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

gov miles annex argmt 3708





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

---

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

March 27, 2007

Jack Hiatt  
Planning Director  
P.O. Box 909  
Santa Fe, NM 87504

Re: Return of Right-of-Way, Governor Miles Road

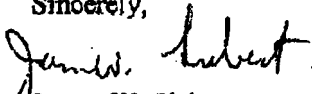
Dear Mr. Hiatt:

The Bakin and Tricky families had voluntarily granted right-of-way across their property for Governor Miles Road. This dedication is described in the attached "Boundary Survey Plat", the C.L.P. reference is 835A. The families did not request nor ever received compensation for this dedication of the right-of-way and in fact paid \$50,000.00 to construct the roundabout at the intersection shown on attached plan.

The right-of-way granted for Governor Miles Road has proven to be excessive given the completion of the roadway. With a temporary construction easement, the excess right-of-way would not have been necessary. With the completion of the road improvements it has become apparent that excess right-of-way is not required by the City and the owners of the land are requesting the return of this land back to private ownership. A description of the land that would be returned to the owners is described in the attached drawing.

If the concept of the return of land is acceptable, a surveyor will prepare a survey plat consistent with the enclosed drawing. Please advise me of which City committees will review this request and the administrative procedure for the return of land.

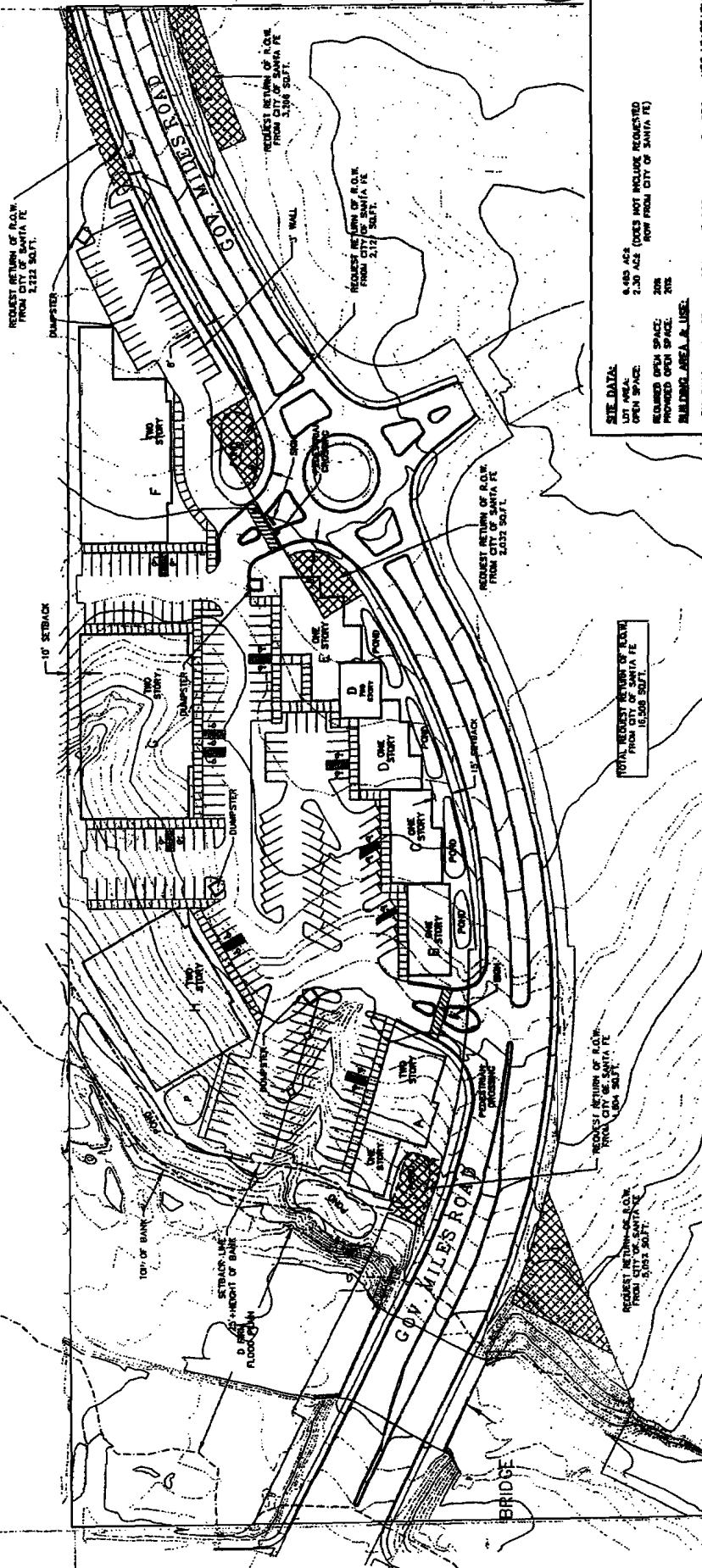
Sincerely,

  
James W. Siebert

Xc: John Mahoney

Gov. Miles BP  
return

**EXHIBIT 1.1**



# **SITE DATA:**

LOT AREA: 9,483 AC.  
 OPEN SPACE: 2,300 AC. (NOT INCLUDING REQUESTED ROW FROM CITY OF SANTA FE)  
 REQUIRED OPEN SPACE: 20%  
 PROVIDED OPEN SPACE: 24%  
 BUILDING AREA & USE:

BUILDING	USE	GROUND FLOOR	ALL FLOORS	NET LEASABLE	REQUIRED PARKING
A	OFFICE	6,008 SQ. FT.	14,315 SQ. FT.	1,372 SQ. FT.	71
B	OFFICE	2,173 SQ. FT.	2,173 SQ. FT.	2,173 SQ. FT.	7
C	OFFICE	3,343 SQ. FT.	3,343 SQ. FT.	3,343 SQ. FT.	8
D	OFFICE	5,173 SQ. FT.	7,440 SQ. FT.	5,872 SQ. FT.	17
E	OFFICE	4,878 SQ. FT.	4,878 SQ. FT.	4,878 SQ. FT.	12
F	OFFICE (LOW)	12,788 SQ. FT.	24,536 SQ. FT.	10,000 SQ. FT.	15
G	WAREHOUSE (TALL)	13,096 SQ. FT.	20,592 SQ. FT.	4,800 SQ. FT.	14
H	WAREHOUSE (TALL)	12,400 SQ. FT.	24,800 SQ. FT.	2,133 SQ. FT.	5
	WAREHOUSE (TALL)			14,304 SQ. FT.	212
	TOTAL:	61,346 SQ. FT.	116,063 SQ. FT.		

233 SPACES (10 AC)  
 PROVIDED

\* ASSUMES NO MEDICAL OFFICE

<b>JAMES W. SIEBERT</b> AND ASSOCIATES, INC. 1000 NORTH AVENUE • SUITE 100 • SANTA FE, NM 87501 (505) 833-1000		<b>GOVERNOR JAMES ROAD</b> <b>BUSINESS PARK</b> <b>MASTER PLAN</b>		SHEET <b>P-6</b>
PREPARED BY: JAMES W. SIEBERT DATE: 10/10/88		<b>ANNEXURE</b> <b>MASTER PLAN</b>		SHEET <b>P-6</b>





**EXHIBIT D:  
CONDITIONS OF APPROVAL  
BILL NO. 2008-\_\_**

**GOVERNOR MILES BUSINESS PARK ANNEXATION**

Prior to submittal for final development plan, the plan must comply with requirements as provided by the following City Departments at the time of annexation approval:

- 1) Engineering Division traffic review
- 2) Fire Department
- 3) Subdivision Engineer
- 4) Landscaping Requirements
- 5) Wastewater Division
- 6) Water Division
- 7) Trails and Open space
- 8) Solid Waste Division
- 9) Land Use Department: Applicant shall apply for vacation of "surplus" Governor Miles right-of-way, or obtain a license for use of the right-of-way.