

1 CITY OF SANTA FE, NEW MEXICO

2 BILL NO. 2008-13

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10 AN ORDINANCE

11 ANNEXING A TRACT OF LAND LYING CONTIGUOUS WITH THE SANTA FE
12 CORPORATE LIMITS COMPRISING 4.91 ACRES MORE OR LESS, LOCATED AT
13 THE SOUTHEAST CORNER OF RODEO ROAD AND RODEO LANE AND LYING
14 WITHIN SECTION 8, TOWNSHIP 16N, RANGE 9E. ("GLOBAL STORAGE AND
15 RODEO LANE COMPOUND ANNEXATION" CASE NO. M 2007-29).

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

18 **Section 1.** Pursuant to Section 3-7-17 NMSA 1978, the following described land
19 (the "Property") is annexed to the City of Santa Fe, thereby extending the corporate
20 limits of the city: A certain parcel of land lying within Section 8, Township 16N, Range 9E,
21 N.M.P.M., as described in the attached Legal Description (Exhibit A) and shown on the
22 Annexation Plat (Exhibit B) incorporated herein by reference.

23 **Section 2.** A petition (the "Petition") executed by all the owners of the Property
24 has been presented to the governing body of the city of Santa Fe requesting annexation
25 of the Property, an area of land contiguous to the city's corporate limits, which

1 annexation is accomplished pursuant to the provisions of the annexation agreement
2 between the City of Santa Fe and the owners of the Property sought to be annexed.

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

7 **Section 4.** The following conditions of approval apply to this annexation:
8 Comply with the September 4, 2007 memo from Public Works Department
9 Engineering Division/Traffic Impacts Section John Romero, P.E. (Exhibit D).

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

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

14 **APPROVED AS TO FORM:**

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16 **FRANK KATZ, CITY ATTORNEY**
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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2008-__


GLOBAL STORAGE AND RODEO LANE COMPOUND ANNEXATION CASE # M 2007-29

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

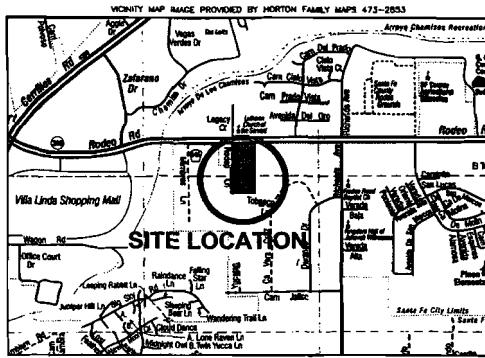
A PARCEL OF LAND LYING WITHIN SECTION 8, T.16N., R.9E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERN BOUNDARY OF THE PARCEL HEREON DESCRIBED FROM WHENCE SANTA FE CONTROL POINT HUD-3 BEARS S71°55'00"W, 4640.92' DISTANT; THENCE FROM SAID POINT AND PLACE OF BEGINNING N00°06'22"E, 45.60'; THENCE N43°58'42"E, 35.53'; THENCE N88°12'16"E, 27.09'; THENCE S89°42'39"E, 251.32'; THENCE S00°31'57"W, 377.96'; THENCE S00°32'48"W, 253.65'; THENCE S00°32'38"W, 33.04'; THENCE S89°20'54"W, 302.68'; THENCE N89°36'22"W, 17.15'; THENCE S89°38'05"W, 10.09'; THENCE N00°17'24"W, 361.26'; THENCE S89°41'36"E, 17.00'; THENCE N00°17'24"E, 111.19'; THENCE 61.15' ALONG A 293.00' RADIUS CURVE TO THE RIGHT HAVING A CHORD OF N06°15'27"E, 61.04' AND A CENTRAL ANGLE OF 11°57'30"; THENCE 64.72' ALONG A 307.00' RADIUS CURVE TO THE LEFT HAVING A CHORD OF N06°10'30"E, 64.61' AND A CENTRAL ANGLE OF 12°04'47" TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 4.91AC.±.


RICHARD A. CHATROOP

N.M.P.L.S.#11011



VICINITY MAP
NOT TO SCALE

LEGEND AND NOTES

- DENOTES POINT FOUND 12443 CAP OR AS NOTED
- DENOTES POINT SET THIS SURVEY
- DENOTES POINT CALCULATED
- DENOTES BRASS MONUMENT

1. BOUNDARY DATA IS FROM TRIBUT OF WAY DEDICATION PLAT FOR L.S.M. PARTNERSHIP, MARCOPOLO, MARY BERTMAN, MICHAEL DINO, WAGANAW, WILLIAM J. WAGANAW AND THE CITY OF SANTA FE BY ALLEN G. ORCE, MAPS 3 & 12443 AND FILED IN THE OFFICE OF THE SANTA FE CO. CLERK IN PLAT BK.530, PG.041.

2. DATA IN () IS RECORD DATA FROM PLAT OF NOTE #1 WHERE IT DEVIATES FROM DATA SHOWN.

DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED (OWNERS), HAVE CAUSED TO BE ANNEXED THOSE LANDS SHOWN HEREON. THIS ANNEXATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DEEDS OF SAID OWNERS. UTILITY COMPANIES ARE GRANTED EASEMENTS AS SHOWN AND FOR EXISTING UTILITIES. OTHER EASEMENTS ARE GRANTED AS SHOWN.

THIS ANNEXATION CONTAINS 4.91 AC.±, AND LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, NEW MEXICO.

THAKUR ENTERPRISES, LLC

STATE OF NEW MEXICO

COUNTY OF SANTA FE

THE FOREGOING INSTRUMENT WAS SIGNED, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME BY THAKUR ENTERPRISES, LLC

THIS _____ DAY OF _____, 2007.

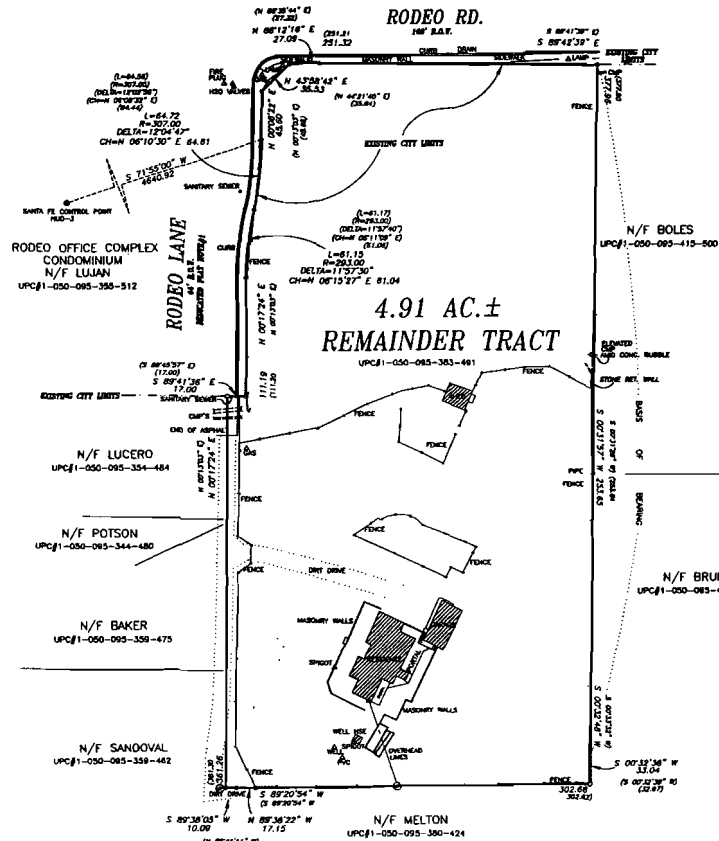
MY COMMISSION EXPIRES _____, NOTARY PUBLIC

DESCRIPTION OF PROPERTY TO BE ANNEXED

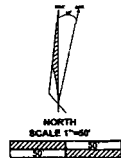
A PARCEL OF LAND LYING WITHIN SECTION 8, T.18N., R.9E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERN BOUNDARY OF THE PARCEL HEREON DESCRIBED FROM WHENCE SANTA FE CONTROL POINT 146-3 BEARS S71°15'00"W, 444.82' DISTANCE THENCE FROM SAID POINT AND PLACE OF BEGINNING N00°08'22"E, 45.80' THENCE N43°59'42"E, 30.53' THENCE N02°12'16"E, 27.09' THENCE S09°42'39"E, 281.32' THENCE S02°33'27"W, 371.84' THENCE S07°04'22"E, 245.85' THENCE S00°00'00"W, 33.04' THENCE S00°00'00"W, 302.58' THENCE N02°58'22"W, 171.18' THENCE S09°58'00"W, 10.09' THENCE N07°17'25"W, 38.36' THENCE S09°41'38"E, 17.89' THENCE N02°17'44"E, 111.18' THENCE S01°15'40"E, 283.53' THENCE S00°00'00"W TO THE POINT HAVING A CHORD OF N01°12'27"E, 21.04' AND A CENTRAL ANGLE OF 11°37'30" THENCE S47°31'40"E, 307.00' BEARS A CHORD OF N01°12'27"E, 21.04' AND A CENTRAL ANGLE OF 11°37'30" THENCE S47°31'40"E, 307.00' BEARS A CHORD OF N01°12'27"E, 21.04' AND A CENTRAL ANGLE OF 11°37'30" THENCE S47°31'40"E, 307.00' BEARS A CHORD OF N01°12'27"E, 21.04' AND A CENTRAL ANGLE OF 11°37'30" TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 4.91 AC.± AND AS MORE FULLY SHOWN AS THE 4.91 AC.± REMAINDER TRACT HEREON.



CASE NO. 2007-28
MA-2007-28
MA-2007-28
MA-2007-28



SURVEYORS CERTIFICATE

I, RICHARD A. CHATROOP, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 11011, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL FIELD SURVEY UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECTION ON AUG. 15TH, 2007; THAT I AM RESPONSIBLE FOR THIS SURVEY AND THAT IT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD A. CHATROOP

N.M.P.L.S.#11011

COUNTY OF SANTA FE, N.M.
I, _____, CLERK OF THE COUNTY OF SANTA FE, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, SANTA FE COUNTY, NEW MEXICO, ON _____, 2007, AT _____ O'CLOCK _____ M.
WITNESS MY HAND AND SEAL OF OFFICE AT SANTA FE, NEW MEXICO, ON _____, 2007.

Seal

SANTA FE CITY APPROVAL, NOTES AND CONDITIONS:

- TOTAL LENGTH OF BOUNDARY TO BE ANNEXED = 1968.43'
- LENGTH OF BOUNDARY CONTIGUOUS WITH EXISTING CITY BOUNDARY = 613.80' OR 31%

REVIEWED BY CITY OF SANTA FE

PERMITS AND DEVELOPMENT REVIEW

CITY PLANNER

APPROVED BY THE CITY PLANNING COMMISSION AT THEIR MEETING OF _____ AS CASE # _____

CHAIRMAN DATE SECRETARY DATE

APPROVED BY THE CITY OF SANTA FE COUNCIL AT THEIR MEETING OF _____ AS ORDINANCE # _____

MAYOR DATE CITY CLERK DATE

ANNEXATION PLAT FOR
THAKUR ENTERPRISES, LLC
OF
4.91 AC.± AT 3632 RODEO LN.

LYING WITHIN SEC. 8, T.18N., R.9E., N.M.P.M., SANTA FE CO., N.M.

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR

NEW MEXICO REGISTRATION NO. 11011

(505) 470-0037 110 RAGON TRAIL, S.D. CERRILLOS, NM. 87010

SUBJECT INFORMATION FOR THE COUNTY CLERK

OWNER: THAKUR ENTERPRISES, LLC

LOCATION: LYING WITHIN SEC. 8, T.18N., R.9E., N.M.P.M., SANTA FE CO., N.M.

SHEET 3 -

B

ANNEXATION AGREEMENT

GLOBAL STORAGE & RODEO LANE COMPOUND

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____, 2007 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and JKW Properties, LLC, a New Mexico limited liability company (the "Landowner").

RECITALS

- A. The Landowner is the owner of certain property (the "Property") situated in Santa Fe County, New Mexico, said property consisting of approximately 4.91 acres being located in Section 8, Township 16 North, Range 9 East, New Mexico Prime Meridian, as more fully described in the Annexation Plat (the "Annexation Plat"), attached hereto as Exhibit 1 and incorporated herein by reference.
- B. The Landowner desires to obtain annexation of, and the City agrees to annex, the Property to the City subject to and upon the terms and conditions of this Agreement.
- C. The Landowner desires to develop, and the City agrees to the development of, the Property subject to and upon the terms and conditions of this Agreement and subject to such other terms and conditions as may be applicable or imposed by relevant laws, rules and regulations.

AGREEMENTS

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

1. ANNEXATION

1.1 Annexation Plat. The Landowner represents that the Annexation Plat was prepared in accordance with and complies with the Santa Fe City Code (the "Code") and all other applicable laws, rules, regulations, standards and ordinances.

1.2 Annexation of the Property to the City. As of the Effective Date (as defined below), the Annexation Plat will be executed on behalf of the City and filed with the City and recorded in the records of Santa Fe County, New Mexico; whereupon, the Property will be deemed annexed to the City and will lie within the municipal boundaries of the City.

2. MASTER PLAN, PHASING

2.1 Master Plan Submittal. The Master Plan for the Property is attached to this Agreement as Exhibit 2. In executing this Agreement, the City approves the Master Plan

as and for the Master Plan for the Property and confirms that the Master Plan is in accordance with the City's General Plan (the "General Plan"), which designates the property as Community Commercial and Low Density Residential (3-7 dwelling units per acre). The Parties acknowledge that the Master Plan is somewhat conceptual in nature and that the design may be modified through the development plan and subdivision platting process without the necessity for a Master Plan amendment.

2.2 Land Use and Phasing. The Master Plan contemplates an indoor, climate controlled storage facility on 2.12 acres with C-2 zoning (Tract A) and a 13-lot single family subdivision on 2.79 acres with R-5 zoning (Tract B). Tract A will developed as Phase 1 and Tract B will be developed as Phase 2. This phasing plan is conceptual and subject to change without the necessity for an amendment to this Agreement or the Master Plan.

3. DEVELOPMENT OF THE PROPERTY

3.1 Rezoning. Tract A of the Property, comprising 2.12 acres, is to be rezoned C-2, General Commercial. Tract B of the Property, comprising 2.79 acres, is to be rezoned R-4, allowing four dwelling units per acre and a 15% density bonus in accordance with the Santa Fe Homes Program, for a maximum allowable density of 13 dwelling units.

3.2 Subdivision. The City Planning Commission will approve a Final Development Plan for Tract A and a Final Subdivision Plat for Tract B before the Landowner may begin development of that phase of the Property.

4. CITY SERVICES AND INFRASTRUCTURE

4.1 Fire and Police Protection. Fire and Police protection of the development of the Property will be provided by the City Police and Fire Department facilities and personnel. A fire protection plan submitted with the application for final plat approval for each phase or subphase of the Property shall show the size of the water mains and fire hydrant locations. Each fire hydrant shall be located so that the farthest part of a lot is within 500 feet of a hydrant.

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

4.3 Water Service. Water service will be provided for the development of the Property by the City of Santa Fe. Prior to the development of each phase of the Property, the Landowner agrees to connect the proposed development to the City's water delivery system using dedicated easements for the benefit of the City or such other person or persons designated by the City. The Landowner agrees that no well shall be drilled on the Property.

Retrofit Offset Credits are required for the commercial development on Tract A and the ten (10) market rate homes to be built on Tract B and shall be computed

using the WBAO procedures in effect as of the date of this Annexation Agreement. Landowner shall follow all other procedures established by the City to apply for and obtain Retrofit Offset Credits for the Project's commercial development and ten (10) market rate units. Water use for the Project's three (3) Affordable Units may be offset through Chapter 14 Annual Water Budget regulations and requirements and the Low Priced Dwelling Unit offset pool, as long as such offsets are available under the applicable City ordinances and regulations. If no such offsets are available, the Landowner may utilize a substitute mechanism if one is created.

4.4 Drainage Improvements. As part of the development of each phase, the Landowner shall construct drainage improvements to serve the Property in accordance with the Santa Fe City Code, providing easements on the final development plan and final subdivision plat for each phase of the Property.

4.5 Wastewater Collection. As part of the development of each phase, the Landowner shall construct wastewater improvements to serve the Property in accordance with Santa Fe City Code, providing easements on the final development plan and final subdivision plat for each phase of the Property. No on-site wastewater treatment facilities, including, without limitation, septic systems, shall be installed or constructed on the Property. However, it is acknowledged that the wastewater from Tract B will be pumped to the existing sewer line in Rodeo Road via a private lift station to be installed on the Property. The homeowners' association for the Tract B subdivision will be responsible for maintenance of the lift station and associated force main sewer lines.

4.6 Utilities. All new utilities serving the Property shall be underground.

4.7 Streets and Other Rights of Way. All streets on the Property will be built to the minimum standards set forth in the Master Plan submitted as part of the annexation and rezoning and as set forth below, not including any portion of the existing private drive serving the existing residences off of Rodeo Lane. In all respects, the streets shall be constructed in accordance with City standards, applicable laws, rules, regulations, City approvals and the Santa Fe City Code. Upon completion of construction and approval by the City, the streets delineated on the Plat as public streets shall be dedicated to the City as public rights of way and maintained by the City at its expense. The Landowner shall be responsible for construction and shall bear all expenses associated with construction.

4.8 Dedication and Letter of Credit.

(i) All required improvements for water, storm and wastewater collection, and streets shall be dedicated by the Landowner to the City or the City's designee for its use in perpetuity, as shown on the relevant final subdivision plat for each phase or subphase of the Property and, once the City has inspected and approved the final construction of the improvements, the City shall accept the same and thereafter maintain the same at its expense.

(ii) Then Landowner shall provide a surety bond, set aside letter, or letter of credit, in a form acceptable to the City, for the required improvements to the Property prior to the recordation of the final subdivision plat for each phase or subphase of the Property's development. The amount of the surety shall be based on a certified engineer's estimate acceptable to the City.

5. TRAFFIC REPORT

In compliance with City regulations, a Traffic Impact Analysis prepared by Santa Fe Engineering is submitted under separate cover as part of the Master Plan and this Agreement.

6. IMPACT FEES AND APPLICATION FEES

The Landowner agrees to pay impact fees as required by City Code, except for those fees to be waived for the Affordable Units in accordance with the Santa Fe Homes Program.

7. AFFORDABLE HOUSING

Affordable housing shall be provided as part of the Tract B subdivision in accordance with the Santa Fe Homes Program.

8. ASSIGNMENT

The Landowner may sell, transfer or assign this Agreement and Landowner's rights and obligations hereunder, provided such transferee shall execute and deliver an agreement by which such transferee assumes liability and agrees to perform all obligations of the Landowner under this Agreement, without further liability hereunder, and provided the City consents to such sale, transfer or assignment, which consent shall not be unreasonably withheld, delayed, or denied. Any assignee(s) shall be bound to the terms and conditions of this Agreement to the same extent that the Landowner was originally bound. Without limiting the foregoing, this Agreement runs with the land and binds and shall bind each and every owner of the Property, whether such person is the Landowner or any successor-in-interest to the Property.

9. 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 or paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

10. FURTHER ASSURANCES

The Landowner will take all actions, and will execute and deliver all documents, which may be necessary or appropriate to give effect to the transactions contemplated expressly or impliedly by this Agreement.

12. SEVERABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstance, 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.

13. NO WAIVER

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

14. 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.

15. 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.

16. BINDING EFFECT

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

17. 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 Landowner from complying with present or future City ordinances, duly adopted resolutions or regulations applicable to the development.

18. AMENDMENTS

Any amendments to this Agreement or the Master Plan shall be reviewed by the City's Planning Commission (or successor or replacement body) and sent to the City Council for approval.

19. ENFORCEMENT

In addition to any other remedy available to the City, the City may undertake to cure any material breach of this Agreement by the Landowner and the City may impose a lien against the Property in an amount equal to the cost to the City to cure such material breach and the City may foreclose such lien in accordance with applicable law.

In witness whereof, this Agreement is entered into the day and year written above.

CITY OF SANTA FE:

David Coss, Mayor

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

_____
Frank Katz, City Attorney

LANDOWNER:

JKW Properties, LLC

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this _____ day of _____,
200__ by _____.

Notary Public

My commission expires:_____

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____,
200__ by _____.

Notary Public

My commission expires:_____

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this ____ day of _____,
200__ by _____.

Notary Public

My commission expires:_____

City of Santa Fe, New Mexico

memo

DATE: September 4, 2007

TO: Lou Baker, Planning and Land Use Department

FROM: John Romero, Public Works Dpt/Engineering Div/Traffic Impacts Section *JR*

SUBJECT: Case #M-2007-28, Global Storage and Rodeo Lane Compound
General Plan Amendment
Case #M-2007-29, Global Storage and Rodeo Lane Compound
Annexation
Case #ZA-2007-09, Global Storage and Rodeo Lane Compound
Rezoning
Case #SP-2007-25, Lot Split for Thakur Enterprises, LLC

ISSUE

Request for General Plan future land use map amendment to change the designation of 2.12 ± acres to Community Commercial. Request for annexation of 4.91 ± acres of land. Request for rezoning of 2.12 ± acres (proposed Tract A) from R-1 (Residential, 1 dwelling unit per acre) to C-2 (General Commercial) and for 2.79 ± acres (proposed Tract B) from R-1 (Residential, 1 dwelling unit per acre) to R-4 (Residential, 4 dwelling units per acre). Request for plat approval to divide 4.91 ± acres into two lots. Tract A will consist of 2.12 ± acres of land. Tract B will consist of 2.79 ± acres. The property is located at the southeast corner of Rodeo Road and Rodeo Lane.

RECOMMENDED ACTION:

Review comments are based on submittals received on August 15, 2007. The comments below should be considered as Conditions of Approval to be addressed in a satisfactory manner prior to subsequent submittals:

1. The development shall create a 22' wide perpetual roadway right-of-way reservation for future dedication to the City along the property's western frontage from the middle jog in the property line to the southern corner. This is along the 361.30' long property line with a bearing of N00°13'03"E.
2. The developer shall construct sidewalk with curb & gutter along its western frontage from Rodeo Road to the property's southern most access onto Rodeo Lane.
3. The access point into Tract A shall be aligned with the northern access into the Rodeo Office Complex.
4. The roadway in Tract B may only be dedicated to the City if Rodeo Lane is brought up to City standards and dedicated to the City up to the roadway's

intersection with Rodeo Lane. The design of Rodeo Lane shall be reviewed and approved by the Public Works Department including all needed drainage considerations.

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

M:\Traffic Impacts\01-TIAs\2007\Global Storage and Rodeo Lane Compound\Global Storage and Rodeo Lane Compound 09-10-07.doc