

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2012-14

AN ORDINANCE

**ANNEXING THE "BEAVER TOYOTA" TRACT OF LAND LYING CONTIGUOUS
WITH THE SANTA FE CORPORATE LIMITS COMPRISING 19.218 ACRES MORE
OR LESS GENERALLY BOUNDED BY CERRILLOS ROAD ON THE EAST,
INTERSTATE 25 FRONTAGE ROAD ON THE SOUTH, AND THE ARROYO DE LOS
CHAMISOS ON THE NORTH AND LYING WITHIN TOWNSHIP 16N, RANGE 9E,
SECTION 18, NEW MEXICO PRIME MERIDIAN, SANTA FE COUNTY, STATE OF
NEW MEXICO. ("BEAVER TOYOTA ANNEXATION," CASE NO. 2011-138).**

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 parcel of land lying within Township 16N, Range 9E, Section 18, New Mexico Prime
Meridian, Santa Fe County, State of New Mexico, as particularly described in the attached
Annexation Plat [EXHIBIT A], Annexation Master Plan and Phasing Plan [EXHIBIT B]
incorporated herein by reference.

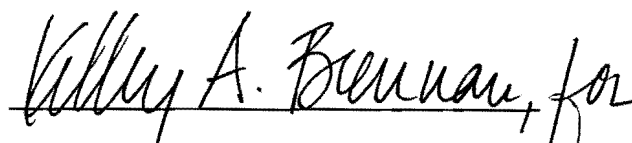
1 **Section 2.** The annexation action with respect to the subject property
2 affected by this Ordinance is subject to conditions of approval applicable to this
3 annexation and any future Development Plan for this property. The conditions are
4 outlined in the attached table summarizing City of Santa Fe Development Review Team
5 technical memoranda and conditions approved by the Planning Commission on March 1,
6 2012 [EXHIBIT C].

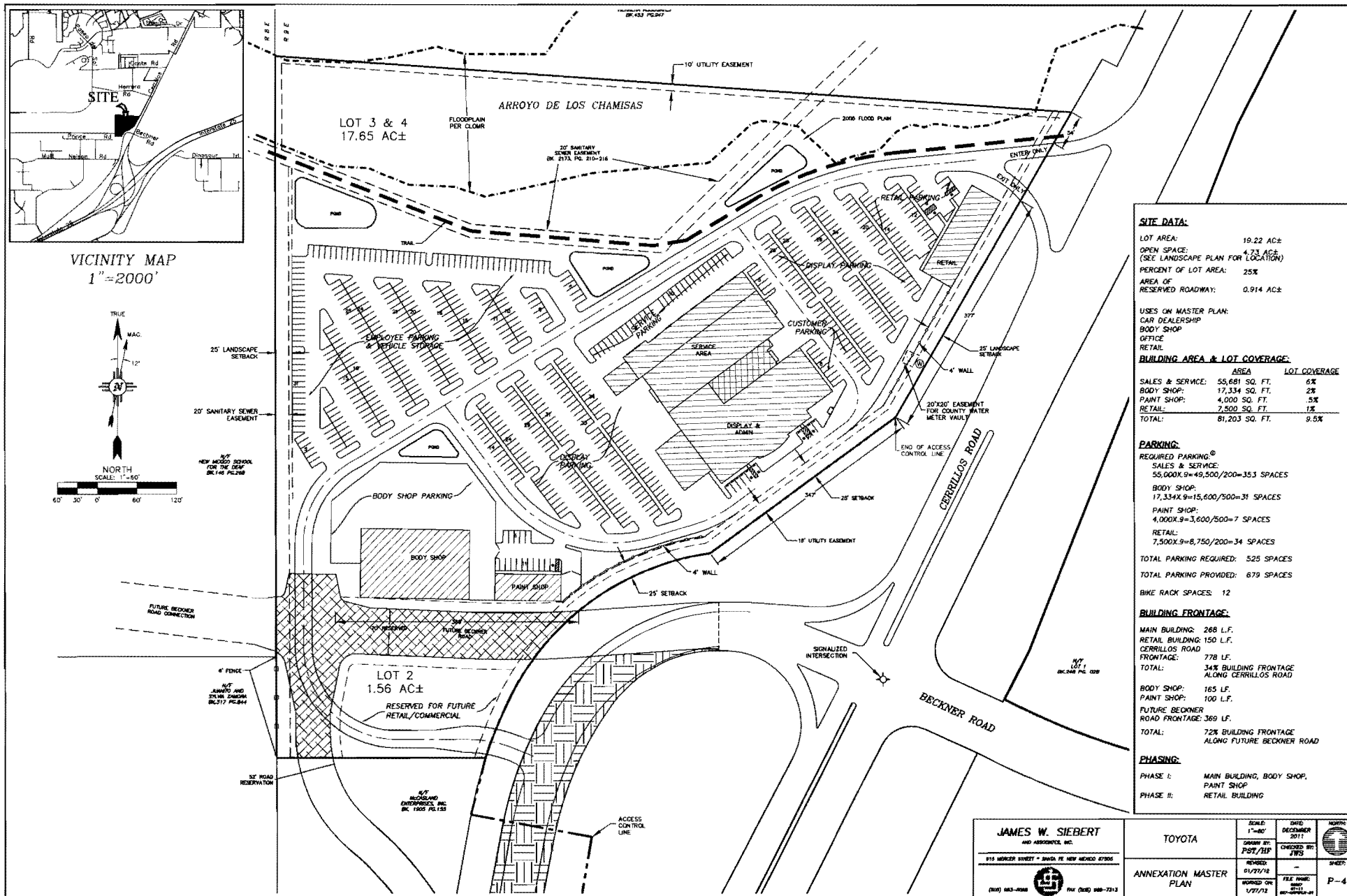
7 **Section 3.** A petition (the "Petition") was accompanied by an Annexation Plat
8 [EXHIBIT A] showing the external boundaries of the Property proposed to be annexed and the
9 relationship of the Property proposed to be annexed to the existing boundary of the city, as well
10 as the Annexation Agreement [EXHIBIT D].

11 **Section 4.** It is in the best interest of the City of Santa Fe and the owners and
12 inhabitants of such contiguous Property that the Property be annexed.

13 **Section 5.** This ordinance shall be published one time by title and general summary
14 and shall become effective five days after publication.
15

16 **APPROVED AS TO FORM:**

17 
18 _____
19 **GENO ZAMORA, CITY ATTORNEY**
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SITE DATA:

LOT AREA: 19.22 AC±
 OPEN SPACE: 17.1 AC±
 (SEE LANDSCAPE PLAN FOR LOCATION)
 PERCENT OF LOT AREA: 25%
 AREA OF RESERVED ROADWAY: 0.914 AC±

USES ON MASTER PLAN:
 CAR DEALERSHIP
 BODY SHOP
 OFFICE
 RETAIL

BUILDING AREA & LOT COVERAGE:

	AREA	LOT COVERAGE
SALES & SERVICE:	55,681 SQ. FT.	6%
BODY SHOP:	17,334 SQ. FT.	2%
PAINT SHOP:	4,000 SQ. FT.	.5%
RETAIL:	7,500 SQ. FT.	1%
TOTAL:	81,203 SQ. FT.	9.5%

PARKING:

REQUIRED PARKING:[®]
 SALES & SERVICE:
 55,000X9=49,500/200=247 SPACES
 BODY SHOP:
 17,334X9=15,600/500=31 SPACES
 PAINT SHOP:
 4,000X9=3,600/500=7 SPACES
 RETAIL:
 7,500X9=6,750/200=34 SPACES
 TOTAL PARKING REQUIRED: 525 SPACES
 TOTAL PARKING PROVIDED: 679 SPACES
 BIKE RACK SPACES: 12

BUILDING FRONTAGE:

MAIN BUILDING: 268 L.F.
 RETAIL BUILDING: 150 L.F.
 CERRILLOS ROAD FRONTAGE: 778 L.F.
 TOTAL: 34% BUILDING FRONTAGE ALONG CERRILLOS ROAD
 BODY SHOP: 185 L.F.
 PAINT SHOP: 100 L.F.
 FUTURE BECKNER ROAD FRONTAGE: 369 L.F.
 TOTAL: 72% BUILDING FRONTAGE ALONG FUTURE BECKNER ROAD

PHASING:

PHASE I: MAIN BUILDING, BODY SHOP, PAINT SHOP
 PHASE II: RETAIL BUILDING

JAMES W. SIEBERT
AND ASSOCIATES, INC.

815 MONROE STREET • SANTA FE NEW MEXICO 87505

(505) 843-4046

TOYOTA

ANNEXATION MASTER PLAN

SCALE: 1"=40'	DATE: DECEMBER 2011	NORTH
DRAWN BY: PBT/HF	CHECKED BY: JWS	
REVISED: 01/27/12		
ISSUED: 01/27/12	FILE NAME: 2011-001-001-01	

SHEET: P-4

Exhibit B

Beaver Toyota Annexation—Conditions of Approval

City Council
Case #2011-138

Conditions	Department	Staff
Traffic Engineering: <ol style="list-style-type: none"> The developer shall receive an approved access permit from the New Mexico Department of Transportation (NMDOT) prior to the recordation of the Development Plan. This access permit may involve approval from the NMDOT's Access Control Committee for an access break seeing as portions of frontage along both Cerrillos and the I-25 Frontage Road are currently access controlled. 	Traffic Engineering	John Romero
Technical Review (City Engineer) <ol style="list-style-type: none"> Identify all over 30% slopes as either man made or natural, and include the square footage of each area. 	Terrain Management	Risana Zaxus
Technical Review (Landscape) All of the following conditions can be addressed as part of the Development Plan review: <ol style="list-style-type: none"> Due to the large wastewater easement on the western side of the Beaver Toyota site, the applicant shall work with City Technical Review staff to satisfy Section 14-8.4(J)(3) SFCC 1987, "Residential Abutting Non-Residential Development." The applicant shall utilize alternate means of providing the landscape easement in this area. Applicant shall satisfy the requirements of Section 14-8.4(I)(5) SFCC 1987, "Pedestrian Circulation." Site shall comply with Section 14-8.4(E) SFCC 1987, "Water Harvesting." Harvesting techniques shall be incorporated on the Development Plan. Applicant shall develop an alternative to "shrubs and grasses" in the right-of-way. 	Technical Review	Noah Berke
Multi-Use Trail Easement <ol style="list-style-type: none"> Since the site is adjacent to the Arroyo de los Chamisos, the applicant shall provide trail connections to the Arroyo de los Chamisos trail system. The Landowner shall provide, i.e. design, construct and bear all expenses associated thereof, a multi-use trail along the Arroyo Chamiso to connect to the Beaver Toyota site to the Arroyo Chamiso trail. Multi-use trails 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 trail along the Arroyo Chamiso delineated as a public trail shall be dedicated to the City as public right of way or trail easement and maintained by the City at its expense. 	Roadways and Trails Engineering	Eric Martinez
Transit Stop A transit stop may be warranted for this site. If it is warranted, the transit pull-out, pad, and shelter will be constructed and easements will be provided. Transit stop location and placement will be determined as part of the Development Plan review.	Transit	Mike Kelley
The subject property is accessible to the City sanitary sewer system: <ol style="list-style-type: none"> Connection to the City sewer system is mandatory and shall be made prior to any new construction on the lot. Additionally, the following notes shall be included on the plat: 	Wastewater Management Division	Stan Holland

Beaver Toyota Annexation—Conditions of Approval

City Council
Case #2011-138

Conditions	Department	Staff
<p>a. No fences, walls, or other obstructions shall be placed or constructed across or within public sanitary sewer easements.</p> <p>b. Each lot shall be served by separate water and sewer services.</p> <p>c. Wastewater Utility Expansion Charges (UEC) shall be paid at the time of building permit application.</p> <p>Additional Comments for the Applicant to Address as part of the Development Plan:</p> <ul style="list-style-type: none">• Maintain and improve the access to the existing sewer lines and manholes going through or adjacent to the site on the north and west sides of the project.• Additional information should be provided for the on-site drainage ponds – specifically, how they are discharged over, around, and through existing sewer lines and easements as well as any proposed retaining walls adjoining the existing sewer easements.		
<p>Current Planning:</p> <ol style="list-style-type: none">1. The Annexation Master Plan is conceptual in nature only and establishes maximum square footage, location of utilities, and amount of parking for the site.2. Additional detail will be reviewed as part of the Development Plan submittal, and building location may change. Consideration of the waiver request for building placement is more appropriate as part of the Development Plan review. The waiver request shall be postponed until the Development Plan review.3. A pedestrian and bicycle trail must be developed that will connect to the Arroyo de los Chamisos multi-purpose trail. Design details for the trail can be determined as part of the Development Plan review for the site.	Current Planning	Heather Lamboy

**ANNEXATION AGREEMENT
BEAVER MOTORS LLC**

The Annexation Agreement ("Agreement") is made and entered into this ____ of _____, 2012 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and Beaver Motors LLC ("Landowner").

RECITALS

A. Landowner is the owner of certain property situated in Santa Fe County, New Mexico consisting of approximately 19.218 acres being situate in Section 18 Township 16 North Range 9 East 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. 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. **ANNEXATION**

a) Annexation Plat (Exhibit A) Landowner represents that the Annexation Plat was prepared in accordance with and complies with the Santa Fe City Code (the "Code"), the Annexation Agreement and all other applicable laws, regulations, and ordinances.

b) Annexation of the Property to the City. As of the Effective Date (defined as the date of this Agreement's recordation with the Santa Fe County Clerk's office), 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. **THE MASTER PLAN** The Master Plan for the property is attached to this Agreement as Exhibit B and incorporated herein. In executing this Agreement, the City approves the Master Plan as the Master Plan for the property and confirms that the Master Plan is in Accordance with the City's General Plan. The Parties acknowledge that the Master Plan is conceptual in nature and that the design may be modified through the Development Plan approval process without the necessity for a Master Plan Amendment.

3. **DEVELOPMENT OF PROPERTY** The Development Plan contemplates a mix of land use for a car dealership and retail and office uses.

a) The Planning Commission must approve a Final Development Plan for the Property, of the specific phase being developed, before Landowner may begin development of the Property.

b) A variance has been approved to Section 14-8.2(B)(3) Terrain Management Regulations allowing the disturbance of slopes that are 30 percent or greater consisting of 5,020 square feet. A variance is appropriate and will have no adverse effects on neighboring properties.

c) A variance has been approved to Section 14-5-5(B)(3)(a) Cerrillos Road Highway Corridor Standards allowing the building setback from the Cerrillos Road right-of-way from 40 feet to 25 feet.

d) Landowner must document an existing water service agreement allowing development expansion or apply for water service from the City of Santa Fe.

e) Landowner must obtain any redline comments from the City Engineer and incorporate prior to obtaining final City of Santa Fe sign-off.

f) Landowner must comply with the City of Santa Fe Traffic Engineer comment sheet dated January 9, 2012.

g) Landowner must comply with the City of Santa Fe Wastewater Division comments.

h) Landowner must comply with all Planning Commission conditions of approval (Exhibit C).

4. **CITY SERVICES**

a) **FIRE AND POLICE PROTECTION** Fire and Police protection of the Development on the Property will be provided by current existing City Police and Fire Department facilities and personnel.

b) **REFUSE** Refuse disposal services shall be provided in accordance with applicable City ordinances.

c) **WATER SERVICE** Water Service will be provided by the City. The Landowner will comply with City water budget standards and Chapter 25 SFCC 1987. The Landowner agrees to that no water wells shall be drilled on the property.

d) **STORM WATER, WASTEWATER COLLECTION AND SEWER SERVICE** Prior to the development of the Property, the Landowner shall construct storm water and domestic wastewater improvements to serve Property in accordance with the Santa Fe City Code using existing easements shown on the Annexation Plat.

e) **STREETS AND OTHER RIGHTS OF WAY** All streets and roads will be designed and constructed in accordance to City standards and the Santa Fe City Code. The Landowner shall provide a financial contribution to aid in the construction of the Arroyo Chamiso

multi-use trail. The amount of financial contribution must be approved by the Roadways and Trails Engineer and will be determined as part of the Development Plan review and approval process.

f) TRANSIT As no transit stop is warranted for this site, there is no requirement for the dedication of an easement or construction of a stop.

g) LETTER OF CREDIT OR BOND All required improvements for water, storm and wastewater collection, street, roads and rights of way shall be constructed in accordance to the time constraints set by the City and when completed to the satisfaction of the City, said improvements shall be dedicated to the City for its use in perpetuity.

The Landowner shall provide a surety bond or letter of credit, in a form acceptable to the City, for the required improvements to the Property prior to filing of the Final Development Plan. The amount of the surety shall be based on a certified engineer's estimate acceptable to the City.

5. UTILITIES The Property shall be served only with underground utilities.

6. PARKS Park dedication is not required since the property will be developed for commercial purposes.

7. AFFORDABLE HOUSING Affordable housing is not required since the property will be developed for commercial purposes.

8. IMPACT FEES The Landowner agrees to pay impact fees as required by Santa Fe City Code section 14-8.14, or as may be modified by Ordinance or Resolution by the City.

9. 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.

10. 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.

11. **EXECUTION OF DOCUMENTS** The parties agree to execute all documents 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 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.

13. **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.

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 and their respective heirs, 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 Landowners 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 Planning Commission and sent to the City Council for approval.

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

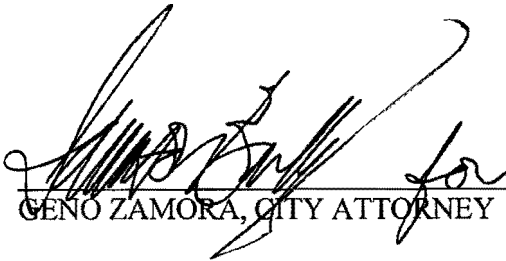
CITY OF SANTA FE

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

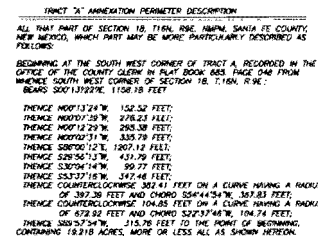


GENO ZAMORA, CITY ATTORNEY

LANDOWNER:

By: _____
Beaver Motors LLC
Michael Beaver, Managing Member

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

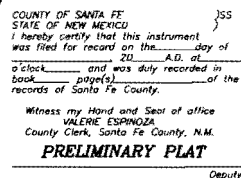


BEARINGS ARE DERIVED FROM CONSOLIDATION PLAT, RECORDED
JULY 08, 2008 IN BOOK 685, PAGE 048.

- DENOTES REBAR, OR AS SHOWN, FOUND
 DENOTES ROW T-BAR FOUND
 DENOTES ELECTRICAL
 DENOTES TELEPHONE MANHOLE
 DENOTES TELEPHONE RISER
 DENOTES UTILITY METER/VALVE/PEDESTAL/BOX/ETC.
 DENOTES SANITARY SEWER MANHOLE
 DENOTES WATER METER
 DENOTES CURRENT CITY LIMITS
 DENOTES UTILITY ROW AND OVERHEAD UTILITY LINE
 DENOTES FENCE MEANDERING ALONG PROPERTY LINE
 DENOTES BOUNDARY OF LANDS DEATH BY THIS
 PLAT. INFORMATION NOT CONTAINED BY THIS BOUNDARY
 IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR
 ACCURACY AND IS NOT PART OF THIS PLAT.
 DENOTES OPEN SPACE VACATED BY THIS INSTRUMENT

1. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFGC 1987 AND SUBSEQUENT AMENDMENTS;
2. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH THE PROVISIONS OF EACH APPLICABLE CITY OF SANTA FE ORDINANCE AND CITY OF SANTA FE ORDINANCE THAT APPLY TO THE DEVELOPMENT, RECORDING, WITH THE COUNTY CLERK ON SUBMITTAL WITH A BUILDING PERMIT APPLICATION THAT MODIFIES ANY PROVISION OF REQUIREMENTS CALLED FOR IN CHAPTER 14, LAND DEVELOPMENT CODE, SFGC 1987 AND SUBSEQUENT AMENDMENTS.
3. JOINT VOTING AGREEMENT IS RECORDED IN THE OFFICE OF THE COUNTY CLERK. VOT. MO. =

TOTAL AREA OF PARCEL TO BE ANNEXED	19.218 ACRES
TOTAL PERIMETER OF PARCEL TO BE ANNEXED	3549 FEET
TOTAL BOUNDARY LENGTH CONTIGUOUS TO CITY LIMITS	2993 FEET
PERCENTAGE OF BOUNDARY CONTIGUOUS TO CITY LIMITS	79.8%



KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE ANNEXED THOSE LANDS SHOWN HEREON. THE SAID ANNEXATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S). THIS ANNEXATION CONTAINS 19.218 ACRES, MORE OR LESS.

THIS ANNEXATION LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE, N.M.

OWNER(S) BEAVER MOTORS, LLC.

BY _____
STATE OF _____
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS SHOWN, ACKNOWLEDGED AND
SUBSCRIBED BEFORE ME BY _____
THIS _____ DAY OF _____, 2011.

NOTARY PUBLIC MY COMMISSION EXPIRES

REVIEWED BY CITY OF SANTA FE:

CITY PLANNER _____ DATE _____

CITY ENGINEER, FOR LAND USE DATE

APPROVED BY THE CITY COUNCIL AT IT'S MEETING OF: _____

AS CASE /

NAME: DAVID CROSS DATE:

ATTEST: CITY CLERK _____ DATE _____

APPROVED BY THE PLANNING COMMISSION AT ITS MEETING OF:
_____ AS CASE # _____
DATE

CHAIR _____ DATE _____

SECRETARY _____ DATE _____

REFERENCE DOCUMENTS

CONSOLIDATION PLAT PREPARED FOR BEAVER MOTORS, LLC,
RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK AS
BOOK 685 PAGE 048.

LETTER FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
DATED JUNE 22, 2009, CASE No: 09-06-235BR.

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 11th DAY OF AUGUST, 2011. 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.

PRELIMINARY PLAT

EDWARD M. TRIALLO, NMP5/12352 DATE

"FILE AND INDEXING INFORMATION FOR COUNTY CLERK"

ANNEXATION PLAT

PREPARED FOR

BEAVER MOTORS, LLC.
THAT CERTAIN TRACT SHOWN ON PLAT RECORDED IN
BOOK 685, PAGE 048,
WITHIN PROJECTED SECTION 18, T16N, R9E, N.M.P.M. SANTA FE
COUNTY, NEW MEXICO.

UPC 1-049-094-024-136

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502B CAMINO ENTRADA
SANTA FE, N.M. 87507
FILE#8926\ANNEX DATE:08/JUN/11

Exhibit A

Beaver Toyota Annexation—Conditions of Approval

Planning Commission

Case #2011-138

Conditions	Department	Staff
Traffic Engineering: 1. The developer shall receive an approved access permit from the New Mexico Department of Transportation (NMDOT) prior to the recordation of the Development Plan. This access permit may involve approval from the NMDOT's Access Control Committee for an access break seeing as portions of frontage along both Cerrillos and the I-25 Frontage Road are currently access controlled.	Traffic Engineering	John Romero
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