

**ANNEXATION AGREEMENT
LAS SOLERAS ANNEXATION**

This Annexation Agreement ("Agreement") is made and entered into this 9 day of September, 2009 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation (the "City") and the owners of the property commonly known as Las Soleras ("Landowner"), whose legal entities and signatures are included at the end of this Agreement (collectively, the City and Landowner are referred to herein as "Parties").

RECITALS

A. The Landowner owns that certain property situated in Santa Fe County, New Mexico consisting of approximately 545 acres bounded by Cerrillos Road on the west, Interstate 25 on the south, Richards Avenue to the east and Governor Miles Road and lands including the Building Services of Santa Fe property and the Nava Ade subdivision on the north ("Property"), as more fully described in the Annexation Plat ("Annexation Plat") attached hereto as Exhibit I and incorporated herein by reference. Landowner encompasses a group of property owners, each of whom herein assumes responsibility for their property and not for properties owned by other landowners.

B. On, or about, January 2006, Las Soleras submitted to the Extraterritorial Zoning Authority ("EZA") an application for master plan approval to create a Village District to include high to low density residential uses and community facility, civic and commercial uses/activities around a plaza area on 437 acres. The EZA approved Las Soleras' application for master plan approval (EZ Case No. Z-04-4591) and creation of a Village District on May 25, 2006 and the Order was approved on August 31, 2006 and recorded by the Santa Fe County Clerk on

SEC. CLERK RECORDED 03/04/2010

September 6, 2006.

C. On September 27, 2007 the EZA approved an application for master plan approval (EZ Case No. Z – 04-4594) for a commercial development on 156.87 acres within the Property consisting of up to 2,236,117 square feet of commercial uses including a hospital with helicopter pad, a hotel and conference center, office uses, retail uses, a rail stop with corresponding transit station and a variance of height restrictions of the Santa Fe Metro Area Highway Corridor Ordinance for the hospital (“Crossing Master Plan”). The Order approving the Crossing Master Plan was recorded in the records of Santa Fe County, New Mexico as Instrument # 1515869.

D. On April 29, 2008, the Santa Fe County Board of County Commissioners (“BCC”) approved a Settlement Agreement and Mutual Release of Claims between the BCC, the Governing Body of the City of Santa Fe (“City Council”), the EZA and the Extraterritorial Zoning Commission (“EZC”), and the owners of Las Soleras (“Settlement Agreement”).

E. On April 30, 2008, City Council approved the Settlement Agreement.

F. The Settlement Agreement provides that the Property shall be annexed via a landowner-initiated “Petition Method” application submitted to the City consisting of an (1) Annexation Petition, (2) General Plan Amendment and (3) Rezoning, all consistent with the map attached to the Settlement Agreement (See Exhibit A of Settlement Agreement). The map includes the 70-foot height variance and a helicopter pad, as granted by the EZA in its approval of the Crossing Master Plan for Parcel C1 as shown on the Annexation Plat now owned by Presbyterian Healthcare Services, a New Mexico nonprofit corporation (the “Presbyterian Healthcare Services Parcel”). The Settlement Agreement further provided that “It is expressly

understood and agreed that this Agreement does not constitute an approval of any portion of the application or the map attached hereto as Attachment B.”

G. On February 11, 2009, the City Council unanimously approved annexation of the Property to the City of Santa Fe along with General Plan Amendments, Rezoning and a Lot Line Adjustment and Road Dedication Plat subject to 50 conditions of approval, a copy of which is attached hereto as Exhibit II and incorporated herein (the “Conditions”).

H. The Landowner desires to obtain annexation of, and the City agrees to annex, the Property to the City subject to the terms and conditions of this Agreement.

I. The Landowner desires to develop the Property and the City agrees to the development of the Property subject to and upon the terms and conditions of this Agreement.

AGREEMENTS

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

1) **ANNEXATION.**

a) **Annexation Plat.** The 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.

c) EZA Conditions Inapplicable. Various subdivision plats have been approved under the prior extraterritorial jurisdiction. Upon recordation of a final non-appealable Annexation Plat and recordation of this Annexation Agreement, the prior approvals granted by the EZA shall become null and void including but not limited to, all conditions of approval, notes and findings and the City of Santa Fe Code shall determine the development standards within the approved Annexation.

2) **MASTER PLAN & ZONING**

2.1 Master Plan. The Master Plan for the Property (“Master Plan”) is attached to this Agreement as Exhibit III 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 both the City’s General Plan (“General Plan”) and the Settlement Agreement. Additionally, the City approves the General Plan amendment approved concurrently with this annexation by Resolution No. 2008-27. The Parties acknowledge that the Master Plan is conceptual in nature and that the design may be modified through the subdivision platting, road realignment or development plan approval process without the necessity for a Master Plan amendment.

2.2 Zoning. The Master Plan contemplates a mix of land use and zoning designations within the Property. The tract sizes and densities may be modified without the necessity for a Master Plan amendment so long as such modifications comply with applicable Code. The mix of zoning designations, prior to application of the Conditions, includes:

- 82.5 acres of Regional Commercial (C-2)

- 69 acres of community Commercial (C-2)
- 50.7 acres of Community Commercial (C-2) zoning with Business Park uses
- 20.2 acres of Shopping Center (SC-2)
- 41.2 acres of Office (C-1)
- 12.1 acres of Business Industrial Park (BIP)
- 6.9 acres of Mixed Use (MU)
- 39.0 acres of Institutional (HZ) for Hospital and Medical Uses
- 52.4 acres of Residential High Density (RM-1)
- 109.46 acres of Residential Medium Density (RM-LD)
- 22.2 acres of Residential Low Density (RM-6)
- 3.0 acres of Institutional (I) for Monte del Sol charter school

Up to 2,567 residential dwelling units approved in the High, Medium and Low Density Residential zoning categories.

2.3 Mixed Use Zoning Category. The Master Plan and zoning map identify a portion of the Property as “Mixed Use” (south of Beckner Road). Code section 14-7.2.B.8.c requires that 50% of a mixed-use development’s total floor area consist of residential uses if located adjacent to residential zoning districts. The Parties agree that the 50% residential use requirement may be satisfied by clustering the residential uses in one or more locations on the overall Mixed Use tract shown on the Master Plan, Future Land Use Map and Zoning Map as opposed to on a parcel-by-parcel basis.

2.4 Rezoning. The Property shall be rezoned consistent with the Master Plan and in accordance with Rezoning Application No. ZA-2008-11 (“Rezoning Application”) approved

concurrently with this annexation by Ordinance No. 2009 - 07.

2.5 Satisfaction of Sunset Provision of Zoning Categories. The construction of any backbone infrastructure within Las Soleras within two years following the City Council's approval of the Rezoning Application shall satisfy the requirements of Code section 14-3.5.D with respect to Las Soleras. The Landowner may also satisfy the requirements of Code section 14-3.5.D with respect to any particular phase or subphase by any other method set out in Code section 14-3.5.D(1).

3) SUBDIVISION, PLATTING AND BUILDING PERMITS

3.1 Lot Line Adjustment and Road Dedication Plat. The Lot Line Adjustment and Road Dedication Plat attached hereto as Exhibit IV ("LLA Plat") is approved concurrently with this annexation. The LLA Plat will not require bonding for subdivision improvements and will not immediately allow for any construction or development.

3.2 Final Subdivision Plat. No development within any phase or subphase of the Property shall be commenced by the Landowner unless and until the City Planning Commission approves a Final Subdivision Plat and/or development plan for that phase or subphase and the Landowner has obtained any and all permits necessary or required to carry out such development.

3.3 Building Permits. Consistent with Section 3(e) of the Settlement Agreement, the City shall issue building permits and other necessary approvals when requested by Las Soleras without unreasonable delay, subject to the compliance of any such request with all applicable ordinances, regulations and rules.

4. CITY SERVICES AND INFRASTRUCTURE

4.1 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. A fire protection plan submitted with the application for final Subdivision plat approval for each phase or subphase or development plan approval shall show the size of the water mains and fire hydrant locations, together with such other features and elements as may be required by applicable Code requirements.

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

4.3 Water Service.

(i) Water Delivery to Property. Water service will be provided for the development of the Property by the City of Santa Fe and in a manner consistent with the City Code. Prior to the development of each Phase or subphase, 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 its designee. The Landowner agrees that no water well shall be drilled on the Property.

(ii) Water Rights Transfer to the City. The City agrees that the tender of water rights for the entire Property not later than 30 days after the approval of the rezoning ordinance is not required. The City agrees that tender of water rights not later than 60 days after approval of each final subdivision plat or final development plan for each phase or subphase complies with the intent of the Water Rights Transfer Requirements set forth in City Code §14-8.16.

4.4 Storm Water Improvements. Concurrently with the development of each phase or

subphase, the Landowner shall construct storm water improvements to serve that phase or subphase in accordance with the Code using existing and proposed easements shown on the Final Development Plan and/or subdivision plat for that phase or subphase. The storm water system shall be designed and constructed in accordance with City regulations, guidelines, and ordinances. All plans, reports, and construction documents relating to the design and construction of the storm water collection system shall be reviewed and approved by the City prior to any construction.

4.5 Sewer Service.

(i) Concurrently with the development of each phase or subphase, the Landowner shall construct sewer improvements to serve that phase or subphase in accordance with the Code using existing and proposed easements shown on the Final Development Plan and/or subdivision plat for that phase or subphase. The sewer system shall be designed and constructed in accordance with City regulations, guidelines, and ordinances.

(ii) In accordance with Section §3 (h) of the Settlement Agreement, the City issued a Sewer Can and Will Serve Letter to Las Soleras on May 23, 2008 ensuring sewer service to the Property (including the Presbyterian Healthcare Services Parcel) via the Arroyo Chamisa Interceptor sewer line. The Sewer Can and Will Serve letter is attached as Exhibit V and incorporated herein by reference and complies with Code Section(s) § 22-3, 22-5, and 22-6.

4.6 Reclaimed Water. Landowner agrees to cooperate with the City on the negotiation, construction, finance, design and reimbursement for the extension of reclaimed

water infrastructure between the Property and the City's wastewater treatment plant to serve the Property.

4.7 Infrastructure Phasing. The plan for constructing the infrastructure to serve the development is conceptual in nature and is detailed in the Infrastructure Phasing Plan ("Infrastructure Phasing Plan") attached as Exhibit VI and incorporated herein by reference. The infrastructure will be developed in phases and subphases as shown on the Master Plan and the Infrastructure Phasing Plan and may be modified without the need for a Master Plan amendment. All infrastructure improvements reviewed and approved in Santa Fe County (i.e. Beckner Road and its associated infrastructure from Cerrillos Road to the eastern boundary of the Presbyterian Healthcare Services Parcel) shall be accepted simultaneously with the execution of this Annexation Agreement, provided that such infrastructure improvements have been or will be constructed in accordance with City standards, applicable laws, rules and regulations, and the Code, in effect at the time of construction, including, without limitation, the City's Infrastructure Completion Policy.

4.8 Streets and Other Rights of Way. All streets on the Property will be built to the minimum standards set forth in the Master Plan and in accordance with City standards, applicable laws, rules and regulations and the Code. Upon completion of construction by the Landowner and approval by the City, the streets described on any approved Final Subdivision Plat or development plan as public streets shall be dedicated to and accepted by the City as public rights-of-way. The Landowner shall pay for all construction costs of the streets. Upon acceptance by the City, the City shall be responsible for the costs of maintaining such dedicated rights of way.

4.9 Signalized Intersections. The City agrees that in addition to the existing signalized intersection at Cerrillos Road and Beckner Road, the Property requires additional improvements, including the two signalized intersections off of Cerrillos Road north of Beckner Road as shown on Exhibit III as well as a signalized intersection and the associated street improvements at Richards Ave and Beckner Road. These three signalized intersections have already been approved by the City pursuant to the Hererra Site Plan Approval and the Building Services of Santa Fe annexation agreement.

4.10 Dedication and Letter of Credit.

(i) All required improvements for water, storm and wastewater collection, and public streets, shall be dedicated by the Landowner to the City or the City's designee and accepted by same for its use in perpetuity, as shown on the approved final subdivision plat or development plan for each phase or subphase 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 in good operating condition at the City's expense.

(ii) In accordance with the City's Infrastructure Completion Policy and other applicable requirements, the Landowner shall provide a letter of credit, set aside letter or surety bond, in a form acceptable to the City, for the required improvements for each phase or subphase prior to recording of the final subdivision plat or development plan for that phase or subphase. The amount of the security shall be based on a certified engineer's estimate acceptable to the City.

5. **UTILITIES.** The City recognizes and accepts that the Property is currently encumbered with some above ground utilities. Future construction of utilities on the Property shall be served

only with underground utilities, except for equipment or infrastructure that either must be located above ground or cannot be undergrounded in an economically feasible manner (such as the transmission line running east-west through the site).

6. **TRAFFIC IMPACT REPORT.** In compliance with city regulations a master traffic impact analysis prepared by Terry Brown is submitted under separate cover as part of the Master Plan and this Agreement (the "TIA"). Prior to the City Council meeting, City Traffic Engineer John Romero reviewed the TIA and recommended conditions of approval, which are included in the Conditions approved by the Council, as well as the following requirements, which the Council directed be included in this Annexation Agreement.

(i) The developer shall be responsible for funding and construction of all onsite roadway improvements as determined by the approved TIA or subsequent revisions to or addendums of the approved TIA as approved by the City of Santa Fe Public Works Department. Beckner Road, in its final condition, shall be constructed as a four-lane major arterial consistent with Chapter 14 of City Code unless otherwise approved by the City of Santa Fe Public Works Department.

(ii) Any proposed improvements on New Mexico Department of Transportation (NMDOT) Highway Systems shall receive ultimate approval from the NMDOT. Any proposed improvements on Federal Highway Systems shall receive ultimate approval from the Federal Highway Administration with review from the NMDOT.

(iii) As development occurs, the developer shall provide fair share contributions for all needed improvements, identified in the approved Traffic Impact Analysis or subsequent revisions to or addendums of the approved TIA as approved by the City of Santa Fe Public

Works Department, on Cerrillos Road, Governor Miles Road and Richards Avenue. Fair share contributions relating to intersection improvements shall be based on percent of side street traffic during the horizon year (the year 2030) with the two exceptions:

(a) Fair share contributions for the Rodeo Road/Cerrillos Road intersection shall be based on the traffic volume of the specific movement needing mitigation during the horizon year.

(b) As determined by the approval of the Entrada Contenta Development, the Los Soleras Master Plan development shall be responsible for funding all needed improvements at the Cerrillos Road/Las Soleras Drive intersection while the Entrada Contenta Development will be responsible for funding all needed improvements at the Cerrillos Road/Chamiso Crossing intersection.

(iv) Fair share contributions for Cerrillos Avenue and Richards Avenue roadway widening improvements shall be based on percent of thru traffic during the horizon year. Improvements to Richards Avenue shall include reconstructing it as a four-lane arterial per chapter 14 of City Code.

(v) Horizon year traffic volumes are those identified in the most current Santa Fe Metropolitan Transportation Organization (SFMPO) travel demand forecast model based on the current SFMPO Future Transportation Network.

(vi) If for a certain phase of development a certain improvement is needed, the developer shall be responsible for constructing said improvements with the amount of contributions available at that time.

(vii) Access spacing along Beckner Road shall follow the NMDOT State Access

Management Manual (SAMM) requirements for an Urban Minor Arterial unless otherwise approved by the City of Santa Fe Public Works Department.

(viii) Access spacing along Chamiso Crossing, Las Soleras Drive and Railrunner Road, north of Beckner Road, shall follow the NMDOT SAMM requirements for an Urban Collector unless otherwise approved by the City of Santa Fe Public Works Department.

7. **HIGHWAY CORRIDOR.** The Highway Corridor Open Space as described in Condition 19 (the “Las Soleras Highway Corridor”) is adopted as the highway corridor setback for Las Soleras and any future Highway Corridor Ordinance adopted by the City Council shall not affect or modify the Las Soleras Highway Corridor.

8. **AFFORDABLE HOUSING.** Residential development shall comply with the applicable Santa Fe Homes Program provisions in effect at the time of final subdivision approval for each phase or subphase or Landowner agrees to implement an affordable housing plan that is mutually acceptable to both the City of Santa Fe Governing Body and Landowner(s).

9. **IMPACT FEES.** Impact fees and credits for qualifying improvements constructed by the Landowner shall be assessed and applied pursuant to the provision of Code section 14-8.14.

10. **PARKS, OPEN SPACE AND TRAILS.** The Landowner shall meet the City’s park dedication requirements by dedicating park land and land for trails within the Property to the City as generally shown on the Master Plan for each phase or subphase prior to recording of the final subdivision plat or development plan for that phase or subphase. Park improvement costs and offsets against park impact fees shall be subjected to the provisions of Code section 14-8.6. The City shall be responsible for all costs of maintaining the dedicated parks, open space and trails, including but not limited to; landscaping, irrigation & water, repair and maintenance of the

grasses, trail surfaces, shrubs and trees.

As required by Condition #9, the amended Master Trails Plans (Sheets P-7 & P-17) is included herein as Exhibit VII.

As required by Condition #45, the applicant shall, in consultation with Santa Fe Public Schools and City staff, locate an additional 20 acres for active park space. The Planning Commission shall approve the park location prior to the approval of a development plan for any Phase of the Project and shall verify compliance with applicable access standards to the parks and open space.

11. **ASSIGNMENT.** Each property owner within Las Soleras assumes several liability related to this Agreement and shall be severally responsible for all obligations resulting from this Agreement. Each property owner in their sole discretion may hereafter assign this Agreement or specific obligation under this Agreement to another property owner, another developer, or to an association of property owners, provided each such assignee agrees to execute and deliver to the City Clerk a duly acknowledged certificate by which such assignee assumes liability and agrees to perform all obligations of that property owner with respect to the portion of the property owned by such assignee. In such case the assigning property owner shall be released of all liability relating to this Agreement. Any assignees shall be bound to the terms and conditions of this Agreement to the same extent that each property owner is bound.

12. **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.

13. **EXECUTION OF DOCUMENTS.** The Parties agree to execute all documents contemplated expressly or impliedly by this Agreement.
14. **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.
15. **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.
16. **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.
17. **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.
18. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors and permitted assigns.
19. **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.
20. **AMENDMENTS.** Any amendments to this Agreement or any subdivision plat or development plan shall be subject to the review and approval of the Planning Commission and/or other City body having authority over such amendment.

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

CITY OF SANTA FE

David Cozz
THE HONORABLE DAVID COSS,



APPROVED AS TO FORM:



30 CLERK RECORDED 03/04/2018

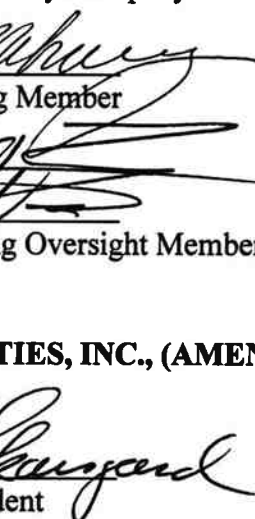
LANDOWNER(S):

THE CROSSING, LLC, (PARCEL D1A)
a New Mexico Limited Liability Company

By: 
John J. Mahoney, Managing Member

By: 
Randall W. Eakin, Managing Oversight Member

BECKNER ROAD EQUITIES, INC., (AMENDED PARCELS A, B1, D1B2 & E)
a New Mexico Corporation

By: 
Gordon L. Skarsgard, President

LAS SOLERAS DEL SUR, LLC, (AMENDED TRACTS B1, B2, B4 & C)
a New Mexico Limited Liability Company

By: 
Gordon L. Skarsgard, Managing Member

By: 
J. Harmon Burttram, Managing Oversight Member

GERONIMO EQUITIES, LLC, (AMENDED TRACTS A3 & A4)
a New Mexico Limited Liability Company

By: 
Fred Gardner, Managing Member

LAS SOLERAS COMMUNITY DESIGN, LLC, (AMENDED TRACTS A1 & B3)
a New Mexico Limited Liability Company

By: 
Gordon L. Skarsgard, Managing Member

LAS SOLERAS OESTE, LTD. CO. (AMENDED PARCELS F & G)
a New Mexico Limited Liability Company

By: *Gordon L. Skarsgard*
Gordon L. Skarsgard, Managing Member

~~**PRESBYTERIAN HEALTHCARE SERVICES (AMENDED TRACT C1)**~~
~~A New Mexico Nonprofit Corporation~~

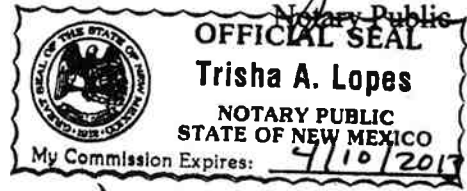
By: _____
Diane Fisher, Secretary

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by John J. Mahoney, Managing Member of The Crossing, LLC, a New Mexico limited liability company.

J. A. J.
Notary Public

My Commission Expires:

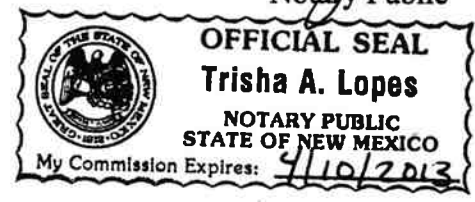


STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by Randall W. Eakin, Managing Oversight Member of The Crossing, LLC, a New Mexico limited liability company.

J. A. J.
Notary Public

My Commission Expires:



LAS SOLERAS OESTE, LTD. CO. (AMENDED PARCELS F & G)
a New Mexico Limited Liability Company

By: Gordon L. Skarsgard
Gordon L. Skarsgard, Managing Member

PRESBYTERIAN HEALTHCARE SERVICES (AMENDED TRACT C1)
A New Mexico Nonprofit Corporation

By: Diane Fisher
Diane Fisher, Secretary

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 11th day of _____, 2009 by John J. Mahoney, Managing Member of The Crossing, LLC, a New Mexico limited liability company.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

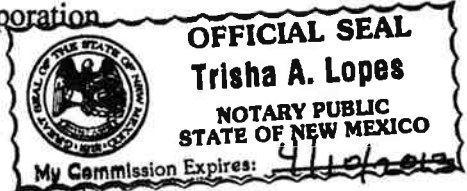
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the _ day of _____, 2009 by Randall W. Eakin, Managing Oversight Member of The Crossing, LLC, a New Mexico limited liability company.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by Gordon L. Skarsgard, President of Beckner Road Equities, Inc. a New Mexico corporation

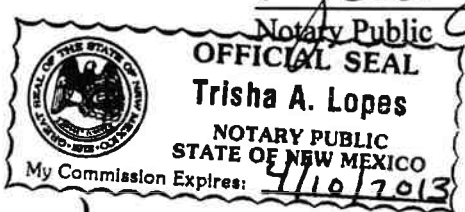


Trisha A. Lopes
Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by Gordon L. Skarsgard, Managing Member, Las Soleras Oeste, Ltd. Co., a New Mexico limited liability company..

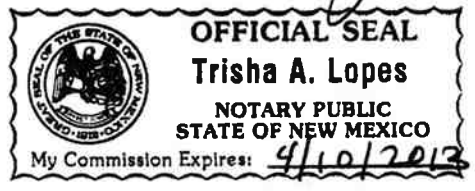


Trisha A. Lopes
Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by Gordon L. Skarsgard, Managing Member of Las Soleras Community Design, LLC, a New Mexico limited liability company



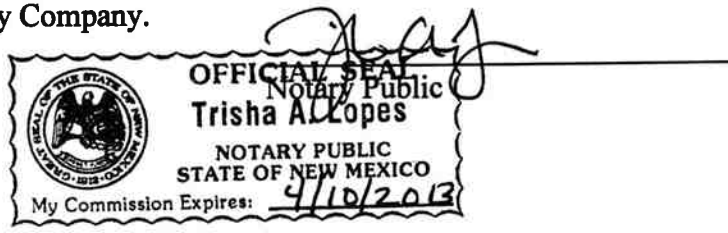
Trisha A. Lopes
Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9 day of September, 2009 by Gordon L. Skarsgard, Managing Member of Las Soleras Del Sur, LLC, a New Mexico Limited Liability Company.

My Commission Expires:



STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 12th day of November, 2009 by J. Harmon Burtram, Managing Oversight Member of Las Soleras Del Sur, LLC, a New Mexico limited liability company.

Victoria M. Reyes
Notary Public

My Commission Expires:
5/23/2011

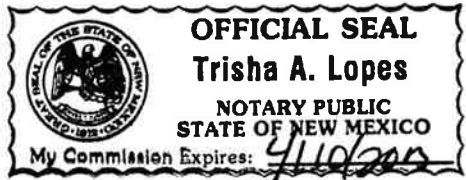


STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 9th day of September, 2009 by Fred Gardner, Managing Member of Geronimo Equities, LLC, a New Mexico limited liability company.

Jla. J
Notary Public

My Commission Expires: 4/10/2013



STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 11th day of November, 2009 by Diane Fisher, Secretary of Presbyterian Healthcare Services, a New Mexico nonprofit corporation.

Linda J. VanAuker
Notary Public

My Commission Expires: 2/12/2011



EXHIBITS

- EXHIBIT I: ANNEXATION PLAT**
- EXHIBIT II: CONDITIONS OF APPROVAL FOR LAS SOLERAS**
- EXHIBIT III: MASTER PLAN FOR LAS SOLERAS**
- EXHIBIT IV: LOT LINE ADJUSTMENT AND ROAD DEDICATION PLAT**
- EXHIBIT V: CITY SEWER CAN AND WILL SERVE LETTER**
- EXHIBIT VI: INFRASTRUCTURE PHASING PLAN**
- EXHIBIT VII: AMENDED TRAILS PLAN**

EXHIBIT I

**ANNEXATION, ROAD DEDICATION & VACATION
PLAT**

EXHIBIT II
CONDITIONS OF APPROVAL

**Las Soleras
Annexation Agreement**

Las Soleras – Revised Conditions of Approval

General Plan Amendment (Case #M 2008-27)

Annexation (Case #M 2008-28)

Lot Line Adjustment, Road Dedication, and Right-of-Way Vacation Plat (Case #SD 2008-15)

Rezoning (Case #ZA 2008-11)

COMPLETED

	Condition	Department	Staff	Timing
9	Include the amended Master Trails Plans (Sheets P-7 & P-17 P-12) as part of the City's Annexation Agreement	Trail Development	Bob Siqueiros	See Annexation Agreement p. VI VII
15	An archaeological reconnaissance report must be completed by a City approved archaeologist and then approved by the City of Santa Fe Archaeological Review Committee (ARC) in order for the applicant to receive an archaeological clearance document.	Historic Preservation	Marissa Barrett	Complete – 2/5/09 ARC Approval
16	The 40-acre Presbyterian Hospital tract near the west end of the master plan should be approved as "institutional" amending the City's current Future Land Use Map, rather than the applicant's request that it be designated "Community Commercial". A note shall be added to the Future Land Use Map Amendment confirming expressly that the Las Soleras HZ zoning district conforms to the Institutional land use designation.	Long Range Planning	Reed Liming	See Revised Annexation Master Plan and Future Land Use map, dated <u>1/15/10</u>
17	The land use designations and zoning districts for the southeasterly portion of Las Soleras, south of Beckner Avenue, shall be modified as follows: Easterly 20 ac. (including open space) - Community Commercial/SC-2 Adjoining 50 ac. to west (including open space) – Business Park/C-2 development standards but allowing only BIP land uses Adjoining 37.56 acres to west (including open space) – Mixed Use/MU.	Long Range Planning – Current Planning	Reed Liming – Tamara Baer	See Revised Annexation Master Plan and Future Land Use map dated <u>1/15/10</u> and revised Zoning map dated <u>8/26/09</u>
18	The Las Soleras General Plan will show a public school site shown as "institutional" on the Future Land Use Map of a size equal to the set aside agreed on between the applicant and the Santa Fe Public School District.	Long Range Planning	Reed Liming	See Annexation Master Plan and Revised Future Land Use map, dated <u>1/15/10</u>
21	Include all required elements on the Annexation and Dedication Plats as per the Annexation	Current Planning	Lucas Cruse	See Revised

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<p>22</p> <p>Submittal packet (existing easements, floodplain, tract boundaries with references to legal lots of record and property owner signatures, existing and proposed city limits, roadway dedication details, etc.)</p> <p>It appears that a portion of the 1% chance event floodplain of the Arroyo Chamiso is not dedicated as Open Space or otherwise restricted from development.</p> <ul style="list-style-type: none"> • Upon administrative approval by the City Staff of all improvements constructed in the floodplain, this land should be dedicated as public open space, drainage easement, and public right of way as per 14-8.2 (J): Terrain and Stormwater Management or otherwise restricted from development as per 14-5.9 Ecological Resource Protection Overlay District • Identify FEMA floodplain determinations and CLOMR that modify the area that is required to be protected • Identify options to protect and integrate into site plan open space the Arroyo de Los Chamisos tributaries that fall outside the FEMA floodplain. 	<p>Current Planning</p>	<p>Lucas Cruse</p>	<p>Annexation Plat dated <u>8/26/09</u></p> <p>See Revised Annexation Plat dated <u>8/26/09</u> And DP for tributaries</p>
<p>23</p> <p>Minimum dedication of 98 feet of ROW for Beckner Road as per 14-9.2, except for the “innovative street designs” approved by the Planning Commission at their meeting of 12/18/08, as per Chapter 14-9.2 (E) (2) (a).</p>	<p>Current Planning</p>	<p>Lucas Cruse</p>	<p>See Revised Dedication Plat dated <u>8/26/09</u></p>
<p>24</p> <p>Sidewalks are required within the public ROW along both sides of all arterial roadways as per 14-9.2. The only exception to sidewalks being located within dedicated public roadway ROW is where “innovation” provides:</p> <ul style="list-style-type: none"> • Open Space dedicated adjacent to the roadway allows greater separation between the roadway and path by maintained landscape area, • Curb cuts allowing motorized traffic to cross trails that runs parallel with Beckner Road shall be limited, • And, a public access easement is provided for the trail through the private open space. 	<p>Current Planning</p>	<p>Lucas Cruse</p>	<p>See Revised Dedication Plat dated <u>8/26/09</u> DP (Development Plan, including any road construction plan for curb cuts)</p>
<p>26</p> <p>Clarify what is intended where trails are shown adjacent to roadways, but no open space is dedicated:</p> <ul style="list-style-type: none"> • It is recommended that these sections of roadway be designed to 14-9.2 standards where additional open space is not being dedicated. • It is also recommended that the Trail Plan be modified to indicate only trail alignments that are independent of where sidewalks are already required along roadways as per 14-9.2 and open space is designated (i.e. power line alignment, Arroyo de Los Chamisos, 1-25 setback, Nava Ade connections). 	<p>Current Planning</p>	<p>Lucas Cruse</p>	<p>See revised Annexation Master Plan dated <u>4/18/09</u> and Trails Master Plan</p>

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	Current Planning	Lucas Cruse	See Revised Annexation Master Plan and Future Land Use Map dated <u>1/15/10</u> and Road Dedication Plat
29			To improve arterial road intersection function, increase the spacing between the Las Soleras Drive and Rail Runner Road intersections with Beckner Road by shifting the alignment of Las Soleras Drive west, between the hospital and office tracts
30	Current Planning	Lucas Cruse	<p>Access management is required to maintain the function of the Arterial roadways network. Since development in Las Soleras will happen piecemeal, it is recommended that a more fully-developed arterial and collector roadway network be developed in coordination with City staff as guidance for future development applications. Some eventual connections of note that should be considered now include:</p> <ul style="list-style-type: none"> • Dancing Ground west to Las Soleras Drive (this also increases access and visibility to the park adjacent to the north. See Condition 36 below.) • Connection from east end of Dragon Road down and across Beckner Road into the Mixed Use parcel • Connection from the Station/Neighborhood Center eastward through the Mixed use parcel to the Dragon Road extension identified above
31	Current Planning	Lucas Cruse	<p>“Figure 5: Preliminary Circulation Map” of the Santa Fe County’s Community College District Plan shows an over/underpass connecting Dinosaur Trail across I-25 to Beckner Road in the vicinity of Railrunner Road. Resolve with Santa Fe County whether this roadway connection will be integrated into the Las Soleras roadway network or the applicant shall coordinate with Santa Fe County to revise its plan to remove this connection.</p>
33	Parks-Open Space-Watershed Division	Fabian Chavez III – Lucas Cruse	<p>A continuous trails network appears to connect the open space and parks parcels with the exception of parcel #20 from the proposed Railrunner Stop and Transit Station through parcel #19, connecting Beckner Road and continuing through parcel #12, connecting with the 21.50 acre Park/Open space parcel. We recommend further connectivity within and through these parcels. (Note: this connects “La Rambla” up to the regional park.)</p>
36	Parks-Open Space-Watershed Division – Current Planning	Fabian Chavez III	<p>The 21.50 acre Park/Open space parcel will require a secondary arterial along the south boundary connecting Railrunner and Las Soleras Drive, possibly achieved by extending Dancing Ground Road, or the 10-foot wide trail along the southerly park boundary shall be designed to accommodate maintenance and light emergency vehicles (such as ambulances). This will provide at least 50% arterial connectivity for this parcel.</p>

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		Current Planning	Greg Smith	Map
37	Prior to hearing by the City Council, submit detailed phasing for each tract of land and utility in addition to how that phasing relates to the submitted roadway construction phasing plan.	Current Planning	Greg Smith	Complete per 2/11/09 Council approval
38	Add note on P-7 "Where the development standards on this sheet conflict with provisions of Chapter 14 SFCC 1987 in effect at the time of approval of any development plan, the Code provision shall apply. Variances to these development standards shall be processed in the same manner as provided for similar variances to provisions of Chapter 14."	Current Planning	Greg Smith	See Revised Sheet P-7 dated Removed <i>From Plan Set</i>
39	No development plan or subdivision plat shall be approved by the Planning Commission unless the commission finds that there exists a comprehensive and equitable mechanism for implementing the dedication of easements and right-of-way necessary for infrastructure serving any and all phases and sub-phases of the Las Soleras Annexation Master Plan which will be affected by the approved development plan or plat, and for financing and coordinating the construction of that infrastructure. This note shall be placed on the Master Plan and included in the annexation agreement.	Current Planning	Greg Smith	Complete – See Annexation Master Plan dated <u>1/15/10</u> and Annexation Agreement section _____
40	No development plan or subdivision plat shall be approved by the Planning Commission unless the commission finds that there exist adequate provisions for coordinating dedication, financing and constructing infrastructure necessary for the orderly development of lands adjoining the Las Soleras Master Plan boundaries, including but not limited to "stubbing out" trails, roads and utility easements, and/or provisions for pro-rata contributions to off-site improvements that may be impacted by the approved development plan or plat. This note shall be placed on the Master Plan and included in the annexation agreement.	Current Planning	Greg Smith	See Revised Annexation Master Plan dated <u>1/15/10</u> and Annexation Agreement section _____
41	Approval of the Annexation Agreement is subject to the review and approval of the City Attorney.	City Attorney	Kelley Brennan	See Final Annexation Agreement dated <u>9/9/09</u>
43	The applicant shall submit a revised future land use map for administrative review and approval to ensure compliance with all approved changes, including approved road networks and any future school site.	Current Planning	Tamara Baer	See Revised Annexation Master Plan and Future Land Use Map dated <u>1/15/10</u>
44	The City Traffic Engineer shall complete his review of the traffic impact analysis and include any	Current Planning	Tamara Baer	See Memo from

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	<p>additional recommended conditions in the City Council staff report.</p>			<p>John Romero dated _____, attached hereto as Exhibit A</p>
<p>45</p>	<p>The applicant shall, in consultation with Santa Fe Public Schools and City staff, locate an additional 20 acres for active park space. This condition shall be incorporated into the Annexation Agreement. The Planning Commission shall approve the park location prior to the approval of a development plan for any Phase of the Project and shall verify compliance with applicable access standards to the parks and open space.</p>	<p>City Council / Parks Department</p>	<p>Fabian Chavez</p>	<p>Annexation Agreement, P. ____ <i>9/9/09</i> Prior to approval of first DP</p>
<p>48</p>	<p>A written commitment from the new state administration to the same extent as that issued by the present administration to locate a state office complex or a similar commitment for a commercial development with similar impacts shall be submitted prior to construction of the rail stop.</p>	<p>City Council / Current Planning</p>	<p>Tamara Baer</p>	<p>Complete, See letter from Governor Richardson dated 11/14/08</p>