

TOWN OF EDGEWOOD
ORDINANCE NO. 2001-13

**AN ORDINANCE ESTABLISHING ZONE DISTRICTS
FOR CERTAIN LANDS ANNEXED TO THE
TOWN OF EDGEWOOD, NEW MEXICO.**
(lands specified in Agreement 'A-1-a')

WHEREAS: a public hearing, or hearings, regarding this ordinance have been published and held in conformance with the requirements of State law; and

WHEREAS: certain portions of the lands of Campbell Farming Corporation have been duly annexed to the Town of Edgewood in conformance with SS 3-7-17 and SS3-57-5, NMSA 1978, Annotated; and

WHEREAS: the Town Council has determined that the land uses proposed for said lands are compatible with the Comprehensive Plan of the Town of Edgewood; and

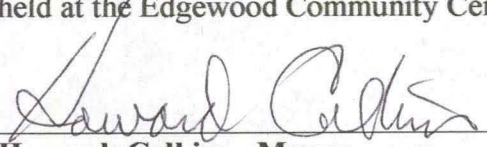
WHEREAS: the Town Council has determined that the land uses proposed for said lands preserve or enhance the integrity and character of the area, and the utility and value of the property and of the contiguous zoning districts within the Town; and

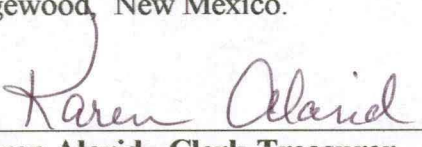
WHEREAS: the Town Council has determined that the land uses proposed for said lands will promote and not be detrimental to the public health, safety, or general welfare of the Town;

THEREFORE: BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF EDGEWOOD THAT:

Any and all lands of Campbell Farming Corporation, which have been duly annexed to the Town of Edgewood, are hereby designated "MP – Master Plan Zones" (which includes approval and adoption of the Campbell Ranch Master Plan as the governing development plan for portions of said lands of Campbell) in accordance with the Comprehensive Zoning Ordinance of the Town of Edgewood.

APPROVED, PASSED AND ADOPTED this **December 3, 2001** at an open meeting held at the Edgewood Community Center, Town of Edgewood, New Mexico.


Howard Calkins, Mayor


Karen Alarid, Clerk-Treasurer

ATTEST:



EXHIBIT 'A-1-a'
ANNEXATION AND DEVELOPMENT AGREEMENT

Between the

TOWN OF EDGEWOOD
And
CAMPBELL FARMING CORPORATION

SECTION 1: PURPOSE

1. The purpose of this *Annexation and Development Agreement* is to specify the Terms and Conditions of consent for, and to specify other provisions related to, the annexation and development of certain lands, as requested by Campbell Farming Corporation (hereafter known as "Campbell") by the Town of Edgewood (hereafter known as the "Town"), which hereafter shall be known collectively as the "Parties" to this Agreement.
2. The Parties anticipate that this Agreement will induce Campbell to develop its property in, and bring the many incidental benefits of that development to, the Town.
3. Under the Terms and Conditions and other provisions of this Agreement, Campbell's obligation to the Town is to develop those Lands of Campbell included in the Campbell Ranch Master Plan in accordance with that Plan and with Campbell's business judgment, and the Town's obligation to Campbell, if it approves the annexation and as permitted by law, is to permit Campbell to complete the development under the Campbell Ranch Master Plan in accordance with that Plan and with "**SECTION 4: RULES FOR DEVELOPMENT**" as provided herein.
4. Except to the extent allowed or permitted by State law as in effect from time to time, nothing in this Agreement is intended, or shall be construed, as a promise by the Town (i) to undertake specific action or to make a certain decision in derogation of required legislative or elective processes, or (ii) to refrain from acting or making a decision where it is required by duly enacted statute or ordinance to do so.

SECTION 2: APPLICABILITY

1. If the Town approves the annexation and zoning contemplated by this Agreement, the Terms and Conditions and other provisions of this Agreement shall, to the extent allowed by law, apply to and be binding upon Campbell, including its heirs and/or assigns, and the Town.

2. The Terms and Conditions, and other provisions of this Agreement, shall apply to the following Lands of Campbell:

A. Lands of Campbell in Bernalillo County, South and East of NM14:

Lands within Bernalillo County, New Mexico, being the tract of land shown on a plat entitled "Boundary Survey Plat of Lands of Campbell Farming Corporation, Being a Portion of the San Pedro Grant", filed March 29, 2001 in the records of the Bernalillo County Clerk at Book 2001S, Pg. 41, comprising approximately 8508 acres.

B. Lands of Campbell in Sandoval County, South and East of NM14:

Lands within Sandoval County, New Mexico being a portion of the lands shown on "Boundary Survey Plat, Sandoval Mountain Springs Ranch, being a Portion of the San Pedro Grant", filed September 11, 2000 in the records of the Sandoval County Clerk at Volume 3, Folio 2006-A, which portion is specifically described as all of the land shown on the plat which lies south or east of New Mexico State Highway 14 North, comprising approximately 1430 acres.

C. Lands of Campbell in Santa Fe County, South of NM14:

Lands within Santa Fe County, New Mexico, being a portion of the lands shown on the "Boundary Survey Plat, South Mountain Ranch, being a Portion of the San Pedro Grant and a Portion of the Canon del Agua Grant", filed April 4, 2001 in the records of the Santa Fe County Clerk Book 470, pgs.32-34, which portion is specifically described as all of the land shown on the plat that lies south of an eastward projection of the Bernalillo/Sandoval County line, comprising approximately 3600 acres.

SECTION 3: TERMS AND CONDITIONS

1. If, and only if, after due consideration by the governing body, the Town annexes the lands specified herein, and if, and only if, in conformance with the Comprehensive Zoning Ordinance of the Town, the Town designates said lands as "MP- Master Plan" zones and adopts the Campbell Ranch Master Plan as the governing development plan (including, but not limited to: the villages, planning areas, zoning districts, permissive and conditional uses, district standards, densities, and any improvement and construction standards & specifications contained therein) for the lands of Campbell located in Bernalillo County, then:
 - A. Campbell shall submit to the Town a revision of the Campbell Ranch Master Plan, dated May 2000, within 60 (sixty) days of the execution of this Agreement. The revision shall replace any and all references to Bernalillo County as the responsible agency of review, analysis, and acceptance with references to the Town. Campbell shall provide the Town

with 25 (twenty-five) copies of the revised Campbell Ranch Master Plan along with all related appendices.

- B.** Campbell shall reimburse the Town a lump sum total of \$7,500 (seven-thousand five-hundred dollars) for fees and costs of professional legal services related to, or resulting from the preparation, analysis, and implementation of this Agreement and of Agreement A-2, related to annexation of certain lands of Campbell. This reimbursement shall be payable immediately upon execution of this Agreement.
- C.** Campbell shall, at its expense, defend the Town against any and all claims or lawsuits arising from the Town's act of annexation of the lands specified herein in "**SECTION 2: APPLICABILITY**". For as long as Campbell is paying for any such defense, Campbell shall have the right to select the attorneys and other experts for the defense, who shall be reasonably acceptable to the Town, and, with the Town's concurrence, not to be unreasonably withheld, to settle, compromise or otherwise direct the continuance or resolution of any such claim or action. Campbell shall have no responsibility for defense, or payment of any fees or costs incurred, after the expiration of 30 months from the effective date of this Agreement.
- D.** Unless otherwise agreed in writing between the Town and Campbell, Campbell shall be solely responsible to maintain any new public right-of-way, dedicated access easement, or any equivalent thereof, created after the effective date of this Agreement on lands within the limits of the proposed Campbell Ranch Master Plan, and, either which is designated as a Local Street or as an Access Street in the Campbell Ranch Master Plan, or which may be created by any future act of subdivision or development, and which shall be designed for the same Average Daily Traffic capacity as such a Local Street or Access Street. This responsibility may be accomplished by means of private association(s), or through any other legal mechanism which shall preclude the Town being made responsible for any such public right-of-way, dedicated access easement, or any equivalent thereof.
- E.** Campbell shall, in accordance with its previously expressed intent and not as a condition of this Agreement, dedicate, donate, and transfer ownership in fee simple appropriate building sites for necessary municipal facilities, not provided by means of any PID (Public Improvement District) as specified herein, to serve the development proposed in the Campbell Ranch Master Plan, and as may be proposed on other lands of Campbell annexed under the Terms and Conditions of this Agreement. For each Phase of the Campbell Ranch Master Plan, the specific number, types, locations, and configurations of such municipal sites not provided by means of any PID, or not as already designated in the Master Plan, as well as the timing for donation and transfer of ownership of the sites, shall be proposed by

Campbell for the Town's acceptance prior to the development of each Phase. Campbell is under no obligation to dedicate, donate, transfer ownership, or propose for dedication any land for municipal improvements (including those provided by means of any PID) other than land corresponding to the number, types, locations and configurations for municipal improvements in reasonable accordance with the Master Plan for that Phase. Also, said municipal improvements shall be in reasonable compliance with the design guidelines of any master association documents for that Phase.

- F. Campbell shall, in accordance with its previously expressed intent and not as a condition of this Agreement, preserve a portion of the lands annexed under the Terms and Conditions of this Agreement, and which shall generally comprise a majority of the area of San Pedro Peak (also known as South Mountain), as dedicated open space with select designated uses. The boundaries of the lands to be so dedicated shall be within the area generally described in "Attachment: MAP A" to this Agreement. The specific boundaries, size, and nature of the dedication, as well as the timing for dedication and any select designated uses, shall be proposed by Campbell for the Town's acceptance within approximately one year of the effective date of this Agreement, with due regard to the tax benefit options available to Campbell.
 - G. Campbell will assist the Town to identify and contract with a third party for construction, at the third party's expense, of a sewer system for the Town, in accordance with the Town's reasonable specifications.
 - H. Campbell shall demonstrate a sufficient supply of potable domestic water for any proposed subdivision of land at the time application is made with the Town for any Preliminary Plat approval, and in accordance with applicable Ordinances and Policies of the Town.
 - I. Campbell recognizes its obligations to report any and all taxable gross receipts it receives for services rendered for any sales made by Campbell within the municipal limits of the Town, in accordance with State law.
2. If, and only if, the contingency described in the first of the Terms and Conditions of this Agreement comes to pass; and if, and only if, subsequent to annexation of the lands specified herein, and in accordance with SB755 - Public Improvement District Act (PIDA) and SB715 - Public Improvements Financing as duly adopted and enacted during the Regular Session of the 2001 New Mexico State Legislature and as amending and enacting certain sections of the NMSA 1978, the Town forms a Public Improvement District (PID) for "enhanced services" (as defined in the PIDA) within 180 (one-hundred eighty) days of the effective date of this Agreement upon a petition which Campbell shall file for such PID related to providing such "enhanced services" as:

policing, public safety, and fire protection for the lands specified herein; and if, and only if, for said PID, and in accordance with Section 9 of the PIDA, the Town authorizes and appoints a separate district board comprised of 5 (five) governing directors, the nomination and selection of which is in accordance with the names proposed by Campbell; then:

- A. Campbell shall provide the Town with all information required by Statute in order for the Town to duly adopt resolutions declaring the intent to form the requested district and to order its formation.
- B. The duly formed PID for "enhanced services" as specified in the PIDA, shall be responsible to ensure that such services are provided for the lands specified herein. This responsibility shall remain effective for a period of 6 (six) years from the date of the formation of the PID for "enhanced services".
- C. If the PID has agreed to reimburse the advance on terms and conditions acceptable to Campbell, Campbell shall advance the resources initially necessary for the operation of any said PID for "enhanced services" in an amount not to exceed \$50,000 (fifty-thousand dollars).
- D. At the end of the 6 (six) year period, the Town Council shall determine whether to resume governance of the PID as its governing board in accordance with Section 9 of the PIDA, or to dissolve the PID in accordance with Section 24 of the PIDA, and take any further action deemed appropriate in accordance with the law and with this Agreement, giving due consideration to the circumstances, including but not limited to, Campbell's legitimate expectations and interests.
- E. Any services provided through the agency of the PID shall be in conformance with any governing Statutes related to the provision of any such municipal services, and shall be approved by the Town Council prior to adoption of any resolution ordering the formation of the PID. The decision whether to approve a PID by the Town Council shall not be withheld or delayed in such a manner as to impede implementation of the Campbell Ranch Master Plan
- F. The duly formed PID, shall provide for and fund the purchase of appropriate liability insurance, as required by law, for its activities and services as proposed in this Agreement. The PID shall also provide reasonably adequate resources for the development and implementation of appropriate policies and procedures for the safety and welfare of the public in connection with its proposed activities and services. If the PID has agreed to reimburse the advance on terms and conditions reasonably acceptable to Campbell, Campbell shall advance reasonably adequate resources for initiating said implementation and development in an amount not to exceed \$50,000 (fifty-thousand dollars).

G. This Agreement does not obligate Campbell under any circumstances to indemnify, defend, or hold harmless the PID, nor does this Agreement render Campbell legally responsible or liable for the acts or omissions of said PID.

3. If, and only if, the contingencies described in the first of the Terms and Conditions of this Agreement come to pass; and if, and only if, subsequent to annexation of the lands specified herein, in accordance with SB755 - Public Improvement District Act (PIDA) and SB715 - Public Improvements Financing as duly adopted and enacted during the Regular Session of the 2001 New Mexico State Legislature and as amending and enacting certain sections of the NMSA 1978, the Town forms any Public Improvement Districts (PID's) for "public infrastructure improvements" (as specified herein) within 60 (sixty) days of the submittal of any petition by Campbell requesting formation of any such PID; and if, and only if, for each and every such PID, and in accordance with Section 9 of the PIDA, the Town authorizes and appoints a separate district board comprised of 5 (five) governing directors, the nomination and selection of which is in accordance with the names proposed by Campbell; then:

A. Within timing determined at its own discretion, and in conformance with the Development Phasing of the Campbell Ranch Master Plan, Campbell shall provide the Town with all information required by Statute in order for the Town, from time to time, to duly adopt resolutions declaring the intent to form any such requested district and to order its formation.

B. The PID's for "public infrastructure improvements", shall be solely responsible to plan, design, engineer, and construct any and all such "public infrastructure improvements" as specified in the PIDA's (which shall include, but not be limited to: streets, roadways, areas for vehicular ingress and egress, bridges, street lighting and signage, and traffic control systems and structures, drainage and flood control systems and structures, water and wastewater systems and structures, electrical and natural gas systems and structures, telecommunications systems and structures, plazas, parks, sidewalks, trails, public safety facilities, fire protection facilities, and police facilities) directly related to the development of, and as described in, the proposed Campbell Ranch Master Plan. This responsibility shall remain effective for a period of 6 (six) years from the date of the formation of any such PID for "public infrastructure improvements".

C. If the PID benefiting from the advance has agreed to reimburse the advance on terms and conditions acceptable to Campbell, Campbell shall advance the resources initially necessary for the operation of any such PID for "public infrastructure improvements" in an amount not to exceed \$50,000 (fifty-thousand dollars).

- D. At the end of the 6 (six) year period, the Town Council shall determine whether to resume governance of any such PID as its governing board in accordance with Section 9 of the PIDA, or to dissolve the PID in accordance with Section 24 of the PIDA, and take any further action deemed appropriate in accordance with the law and with this Agreement, giving due consideration to the circumstances, including but not limited to Campbell's legitimate expectations and interests.
 - E. Upon dissolution of any PID, any public safety facilities, fire protection facilities, and police facilities constructed through the agency of said PID shall immediately, or as soon as practicable, become the property of the Town.
 - F. It is contemplated by Campbell that design standards for any such improvements shall be in conformance with any such standards contained in the Campbell Ranch Master Plan, and in consultation with the Town Engineer and with any responsible provider of policing, public safety, and fire protection services. If the Campbell Ranch Master Plan does not provide the design standards for any such improvement, the design standards for that improvement shall be in conformance with any applicable Ordinances and Policies of the Town, and in consultation with the Town Engineer and with any responsible provider of policing, public safety, and fire protection services.
 - G. Any duly formed PID for "public infrastructure improvements" shall provide for and fund the purchase of appropriate liability insurance, as required by law, for its activities and improvements as proposed in this Agreement. Any such PID shall also provide reasonably adequate resources for the development and implementation of appropriate policies and procedures for the safety and welfare of the public in connection with its proposed activities and improvements. If the PID has agreed to reimburse the advance on terms and conditions acceptable to Campbell, Campbell shall advance reasonably adequate resources for initiating said implementation and development in an amount not to exceed \$25,000 (twenty-five-thousand dollars).
 - H. This Agreement does not obligate Campbell under any circumstances to indemnify, defend, or hold harmless the PID, nor does this Agreement render Campbell legally responsible or liable for the acts or omissions of said PID.
4. If, and only if, the contingencies described in the first of the Terms and Conditions of this Agreement come to pass; then:
- A. In accordance with governing Statutes, the Town shall accept ownership and assume responsibility for the maintenance of any legal public rights-of-way previously accepted for maintenance by a legal subdivision or public agent of the State, and which is situated on, or adjacent to, the lands

specified herein for annexation, and which exists at the effective date of annexation of said lands, except for any New Mexico State Highway. Should the governing body of any legal subdivision or public agent of the State resolve to retain maintenance of any such public right-of-way, the Town of Edgewood shall defer to such resolve, and shall not maintain any such public right-of-way.

- B.** The Town of Edgewood makes no promise to accept, nor representation that it shall accept, ownership or maintenance of any non-public right-of-way situated upon any lands specified herein for annexation.
- C.** The Town shall be solely responsible to maintain any new public right-of-way, dedicated access easement, or any equivalent thereof, created by legal subdivision or development duly accepted after the effective date of this Agreement on lands within the limits of the proposed Campbell Ranch Master Plan; and, either which is designated as an Arterial Street or Collector Street in the Master Plan, or which shall be designed for the Average Daily Traffic capacity of such an Arterial Street or Collector Street.

SECTION 4: RULES FOR DEVELOPMENT:

- 1.** In accordance with the Terms and Conditions and other provisions of this Agreement, and in compliance with applicable State and Federal laws and regulations, the “Applicable Rules for Development” (“Applicable Rules”) of the lands governed by the Campbell Ranch Master Plan shall be those rules, regulations, ordinances, and official policies of the Town relating to zoning, subdivision, and development, which are in force on the effective date of this Agreement. Consistent with the purposes of this Agreement, any change in the “Applicable Rules” (including without limitation any change in the specific plan, zoning, subdivision or building regulation) enacted by the Town after the date of this Agreement (including without limitation any change by means of ordinance, Town Charter amendment, initiative, resolution, policy, order or moratorium by whoever initiated or instituted and adopted) which would conflict with or be more restrictive than the “Applicable Rules” in effect on the date of this Agreement, or would otherwise prevent or delay the implementation of the Campbell Ranch Master Plan in accordance with this Agreement, shall not be applied to the Campbell Ranch Master Plan.
- 2.** Notwithstanding the provisions of the preceding paragraph, development under the Campbell Ranch Master Plan shall be subject to changes occurring from time to time in the Town Municipal Code provisions: (i) applicable to private improvements to be constructed on the Plan sites and in construction, engineering and design standards applicable to public improvements to be constructed on the Plan sites, if those

changes reasonably are found by the Town to be necessary to the health and safety of the citizens of the Town, are generally applicable to all property in the Town, and do not prevent orderly development of the Plan in accordance with this Agreement; or, (ii) the terms of which are specifically mandated and required by changes in state or federal laws or regulations. If said changes are less restrictive in nature, then the less restrictive rules shall, at Campbell's discretion, apply to the development of the Campbell Ranch Master Plan.

3. Campbell retains the right, at its sole discretion, to reduce densities in any given Phase of the Campbell Ranch Master Plan consistent with the "Applicable Rules".
4. There shall be no minimum time limit for Campbell to provide the Town with governing Development Plans (i.e. master plans,) - as may be required by applicable Town ordinance(s) current at the time any such Development Plan is submitted to the Town for review and approval - for those lands of Campbell not specified in the Campbell Ranch Master Plan, dated May 2000.
5. However, nothing in this Agreement, and more specifically in these "Applicable Rules" for development, shall be interpreted or construed to exempt the lands specified in "SECTION 2: APPLICABILITY" from being subject to appropriate construction permitting and inspection fees of the State, or of the Town if the Town establishes its own program or department for construction permitting and inspection in conformance with State law.
6. And, nothing in this Agreement, and more specifically in these "Applicable Rules" for development, shall be interpreted or construed to exempt the lands specified in "SECTION 2: APPLICABILITY" from being subject to any impact fee(s), and/or taxes of the Town which have been, or shall be, duly adopted in conformance with State law. Consistent with the purposes of this Agreement and State law, however, any such duly adopted impact fee for any "capital improvement" (as defined in the New Mexico Development Fees Act, Section 5-8-2 NMSA 1978, annotated) which would duplicate any "public infrastructure improvement(s)" (as defined in the New Mexico Public Improvement District Act) provided by means of any PID formed under the Terms and Conditions of this Agreement and in conformance with State law, shall be used to participate in the costs of any such duplicated "public infrastructure improvement(s)" purpose.

SECTION 5: ENFORCEMENT AND PENALTIES:

The Town and Campbell hereby agree that the following provisions shall govern the availability of remedies should either party breach its obligations under this Agreement:

1. For breach of the provisions of this Agreement, each party will have the right, as provided in this paragraph, to all remedies available at either law or equity, or both, including without limitation the right to bring injunctive or mandamus actions against the other to compel performance or prevent, or stop ongoing, breach. However, the parties agree that the Town shall not have the right under the terms of this Agreement to compel Campbell to either start, or complete, any Phase of the Campbell Ranch Master Plan or to seek monetary damages from Campbell for Campbell's failure to either start, or complete, any Phase of the Campbell Ranch Master Plan.
2. Campbell or the applicable PID, if one exists, shall, at the time it submits to the Town a request for approval of a subdivision under the Campbell Ranch Master Plan, provide either a financial guarantee in the amount of the lesser of 125% or the amount set by the Town's ordinances applicable to subdivisions, if any, of the estimated cost of public infrastructure improvements, or a letter of intent (or similar document) to purchase the PID securities, in an amount necessary to construct the improvements, from an underwriter or investor(s). In addition, should the Town fail to form expeditiously a PID in accordance with the Terms and Conditions of this Agreement (and as contemplated by this Agreement and requested by Campbell), then Campbell shall be under no obligation to fund or provide resources for the "public infrastructure improvements" or "enhanced services" which would otherwise have been provided through the agency of the requested PID, except for any such "public infrastructure improvements" which are required in conformance with "SECTION 4: RULES FOR DEVELOPMENT"; and the Town shall provide any such "enhanced services" in conformance with any applicable State and Federal requirements.

SECTION 6: MEDIATION AND ARBITRATION:

1. The Town and Campbell shall review annually the parties' respective compliance with this Agreement. That review shall be limited in scope to good faith compliance with the terms of this Agreement. Each party shall have a reasonable opportunity to assert matters that it believes have not been undertaken in accordance with the Agreement, to explain the basis for that assertion, and to receive from the other party a justification of its position on those matters. If, on the basis of the parties' review, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then the concluding party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating the non-compliance. The party receiving the Notice shall have 30 (thirty) days to

respond in writing to the Notice. If the response is not received in the offices of the party alleging non-compliance within the prescribed time period (or on the next business day following the expiration of the time period if the expiration date falls on a non-business day), the Notice of Non-Compliance shall conclusively be presumed to be valid. If a Notice is contested, the parties shall have up to 60 (sixty) days to arrive at a mutually acceptable resolution of the matter occasioning the Notice. If the parties are unable to arrive at a mutually acceptable resolution, the affected party may proceed with arbitration.

2. Any dispute, controversy, or claim arising out of or related to this Agreement, or any breach thereof, which has not been resolved under the procedure for "Notice of Non-Compliance" herein, shall be settled by submitting the dispute, controversy, or claim to mediation before an appropriate mediation center or alternative dispute resolution Center in Santa Fe, New Mexico. In the event that the parties to this Agreement are not able to resolve their differences through such mediation within sixty (60) days, unless extended by agreement of the parties in writing, any such dispute, controversy, or claim shall be settled by arbitration in accordance with the rules then in effect under the New Mexico Uniform Arbitration Act, in Santa Fe, New Mexico, with each party to appoint an arbitrator and the two appointed arbitrators to select a third. Such arbitration shall be binding, and judgment upon the award rendered shall be entered in any court having jurisdiction thereof. The costs of mediation or arbitration, or both, shall be borne equally by the parties to this Agreement.

SECTION 7: NOTICES:

1. All notices and other communications in connection with this Agreement between the Town and Campbell shall be given in writing to the contact persons designated herein. Notice shall be deemed effective when delivered personally to the contact persons, or three business days after deposited, postage fully prepaid, registered or certified, return receipt requested, in an official receptacle of the U.S. Postal Service. Either party may change its address by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.
2. The contact person for Campbell shall be:

The President
Campbell Farming Corporation
10899 Montgomery Blvd. NE, Suite B
Albuquerque, New Mexico 87111

3. The contact person for the Town shall be:

The Town Clerk
Town of Edgewood
P.O. Box 3610
Edgewood, New Mexico 87015

SECTION 8: COVENANT RUNNING WITH THE LAND:

Campbell and the Town agree that this Agreement shall be officially recorded, and that its provisions shall be covenants running with the lands specified herein in “**SECTION 2: APPLICABILITY**”, and enforceable under the laws of the State of New Mexico.

SECTION 9: SUCCESSORS AND ASSIGNMENT:

Campbell’s rights under this Agreement may be transferred or assigned in whole or in part by Campbell. Express assumption of any of Campbell’s obligations under this Agreement by an assignee shall relieve Campbell from that obligation. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and any subsequent owner of all or any portion of the Campbell Lands, and their successors and assigns.

SECTION 10: SEVERABILITY

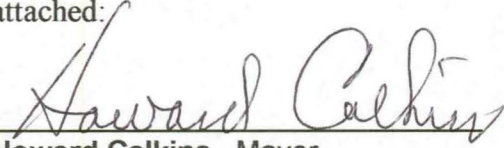
If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not, unless a party loses the benefit of the bargain of this Agreement, affect the validity or enforceability of the remainder of this Agreement.


SECTION 11: FREE MUTUAL CONSENT TO AGREE, AND AMEND


This Annexation Agreement for the lands specified herein, is entered into by free mutual consent between Campbell and the Town, a municipal corporation of the State of New Mexico, this 3rd day of December in the year 2001. This Annexation Agreement may only be amended by the free, mutual, and written consent of both parties to this Agreement, and in accordance with any governing statutory requirements.

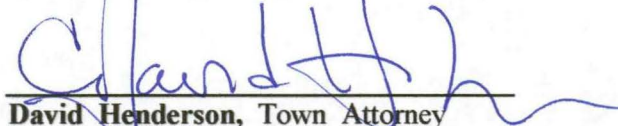
SECTION 12: WITNESS AND APPROVAL

In witness that Campbell and the Town have entered into this Agreement by mutual and free consent, and in accordance with the governing laws of the State of New Mexico, the following authorized signatures and dates are hereby attached:


Howard Calkins, Mayor
Town of Edgewood


Karen Alarid, Clerk-Treasurer
Town of Edgewood


Robert Gately, President
Campbell Farming Corporation


David Henderson, Town Attorney
(approved as to form)

ATTEST:

