

TOWN OF EDGEWOOD
RESOLUTION No. 2001-15

A RESOLUTION
AUTHORIZING ACCEPTANCE, APPROVAL, AND ADOPTION OF:
“EXHIBIT ‘A-1-b’, ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE
TOWN OF EDGEWOOD AND OWNERS OF CERTAIN LANDS IN SANTA FE
COUNTY”

WHEREAS, the Owners of certain lands in Santa Fe have requested that the Town of Edgewood annex approximately 4531 acres which belong to said corporation, and which are situated contiguous to the north and northwest boundaries of the Town of Edgewood; and

WHEREAS, the current policy of the Town of Edgewood, as stated in its Comprehensive Plan, is to primarily pursue in-fill annexations except for those expansive annexations which are deemed by the Town Council to be of over-riding importance and benefit to the Town ; and

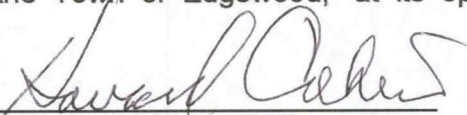
WHEREAS, the Town Council deems that the annexation requested by the Owners of certain lands in Santa Fe County is, and will be, of over-riding importance and benefit to the Town of Edgewood in fulfilling the goals and policies of the Town of Edgewood as specified in its Comprehensive Plan and in other plans and policies of the Town related to development; and

WHEREAS, the Town Council deems that the proposed “Exhibit ‘A-1-b’, Annexation and Development Agreement between the Town of Edgewood and the Owners of Certain Lands in Santa Fe County” shall secure the over-riding importance and benefit to the Town of the requested annexation of said lands;

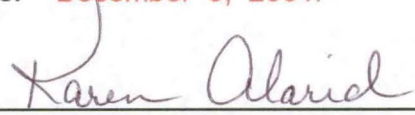
THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF EDGEWOOD, that:

The Town of Edgewood hereby accepts, approves, and enters into the Agreement attached hereto and known as “Exhibit ‘A-1-b’, Annexation and Development Agreement between the Town of Edgewood and the Owners of Certain Lands in Santa Fe County”.

PASSED, APPROVED, and ADOPTED by the Town Council, the governing body of the Town of Edgewood, at its open meeting of **December 3, 2001**.



Mayor: Howard Calkins



Clerk-Treasurer: Karen Alarid

ATTEST:



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

Between the

TOWN OF EDGEWOOD

And The

OWNERS OF CERTAIN LANDS IN SANTA FE COUNTY

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 various property owners (hereafter known as the "Owners") with the Town of Edgewood (hereafter known as the "Town"), which hereafter shall be known collectively as the "Parties" to this Agreement.
2. Under the Terms and Conditions and other provisions of this Agreement, the Owners' obligation to the Town is to develop their lands in accordance with: the applicable Policies and Ordinances of the Town; the best business judgment of the Owners; and with "**SECTION 4: RULES FOR DEVELOPMENT**" as provided herein.
3. The Parties anticipate that this Agreement will induce the Owners to develop their properties in, and bring the many incidental benefits of that development to, the Town.

SECTION 2: APPLICABILITY

1. To the extent allowed by law, the Terms and Conditions, and other provisions of this Agreement, shall apply to and be binding upon the Owners, including their heirs and/or assigns, and the Town.
2. The Terms and Conditions, and other provisions of this Agreement, shall apply to the following Lands:

A. Lands of Horton:

Certain tracts of land being: Tract 'A' in Section 19 T11N R7E; four miscellaneous Tracts comprising the majority of the W1/2 of Section 20 T11N R7E; Tract 'A' Lands of Horton, and Tract 'E' Lands of T.C. Horton Jr., in Section 29 T11N R7E; One miscellaneous tract

comprising the NE1/4 of Section 32 T11N R7E; Tracts 'A' and '9-B-1' of Section 33 T11N R7E; two miscellaneous tracts comprising the W1/2 of the NW1/4, and the N1/2 of the SE1/4 of the NW1/4 of Section 35 T11N R7E; miscellaneous tracts comprising Government Lots 3, 4, and 5 in Section 6 T10N R7E; Tract B-1 in the NW1/4, and miscellaneous tracts comprising the W1/2 of the NE1/4 and the SE1/4 of the NE1/4, of Section 4 T10N R7E; and a tract comprising the Land of Entranosa Water Co-op Inc., and the Tracts 'C-1-R' 'C-2", and 'C-3' of the Lands of Horton, comprising the majority of the N1/2 of Section 3 T10N R7E; in Santa Fe County, New Mexico; and comprising approximately 1990 acres.

B. Lands of Entranosa Highlands Partnership (Caughlin):

Certain tracts of land being: Tracts 'A', 'B', 'C', 'D', and 'E' being a portion of the SE1/4 of Section 20 T10N R7E; in Santa Fe County, New Mexico; and comprising approximately 100 acres.

C. Lands of Geilenfeldt:

Certain tracts of land being: the NE1/4 of the SE1/4 and the E1/2 of the NW1/4 of the SE1/4 of Section 20 T11N R7E; and the S1/2 of the SE1/4 of the NW1/4 of Sec 35 T11N R7E, in Santa Fe County, New Mexico; and comprising approximately 80 acres.

D. Lands of Padilla:

Certain tracts of land being: Tract 1, Lands of Padilla, in the NE1/4 of Section 20 T11N R7E; and Tracts 3, 4, 5, & 6, Lands of Padilla, in the NW1/4 and the SE1/4 of Section 21 T11N R7E; in Santa Fe County, New Mexico; and comprising approximately 187 acres.

E. Lands of Nieto:

Certain tracts of land being: Tract 3A, Lands of Nieto, being a portion of Section 21 T11N R7E in Santa Fe County, New Mexico; and comprising approximately 53 acres.

F. Lands of Weathersby:

Certain tracts of land being: the NW1/4 of Section 30 T11N R7E (but excluding Lot 23), known as Unit Two, Buena Vista Subdivision, in Santa Fe County, New Mexico; and comprising approximately 158 acres.

G. Lands of Grannemann:

Certain tracts of land being: the NE1/4 and the SW1/4 and the W1/2 of the SE1/4 of Section 31 T11N R7E, and the NW1/4 of Section 32 T11N R7E in Santa Fe County, New Mexico; and comprising approximately 560 acres.

H. Lands of Highland Stock Farm LLC, and Hill:

Certain tracts of land being: Tracts 'B' and 'C' comprising the E1/2 of the SE1/4 of Section 31 T11N R7E; one miscellaneous Tract comprising the S1/2 of Section 32 T11N R7E; and one miscellaneous Tract comprising Govt. Lot 1 & the SE1/4 of the NE1/4 of Section 8 T10N R7E, in Santa Fe County, New Mexico; and comprising approximately 480 acres.

I. Lands of Moomey:

Certain tracts of land being: Tract 3, Tract 6, and Tract 7-B in Section 33 T11N R7E; and miscellaneous Tracts 1, 2, 3, 6, 7, 8, 10, 11, 12, 15, 16, 18, 19, 20, 22, 23, & 24 in the SW1/4 of Section 27 T11N R7E, in Santa Fe County, New Mexico; and comprising approximately 250 acres.

J. Lands of Cutting Edge Building Co. (Janeczek):

Certain tracts of land being: Tract 1-C, former Lands of Petri, situated primarily in the SE1/4 of Section 33 T11N R7E; and Tract 2-B, former Lands of Sims, situated primarily in the NE1/4 of Section 33 T11N R7E, in Santa Fe County, New Mexico; and comprising approximately 60 acres.

K. Lands of Amrock LLC, (Strickman):

Certain tracts of land being: the NE1/4 of the NW1/4, and the W1/2 of the NW1/4, and the NW1/4 of the SW1/4 of Section 34 T11N R7E, in Santa Fe County, New Mexico; and comprising approximately 160 acres.

L. Lands of Clark:

A certain tract of land being: Tract C-5-R (former Lands of Guelfi Brothers) in the SW1/4 of Section 34 T11N R7E, in Santa Fe County, New Mexico; and comprising approximately 15 acres.

M. Lands of Wellborn and Maguire Family Trust:

Certain tracts of land being: Tracts 'C-4-R-1', 'C-4-R-2', 'C-4-R-3', and 'C-4-R-4' in the SW1/4 of the NE1/4 of Section 3 T10N R7E; and Tracts 'C-5-R-1', 'C-5-R-2', 'C-5-R-3', and 'C-5-R-4' in the SE1/4 of the NE1/4 of Section 3 T10N R7E, in Santa Fe County, New Mexico; and comprising approximately 80 acres.

N. Lands of Cleveland:

Certain tracts of land being: a Tract of land comprising the SE1/4 of Section 34 T11N R7E; and Tracts 'B-1', 'B-2', 'B-3', 'B-4', and 'B-5' in the NW1/4 of the SW1/4 of Section 3 T10N R7E; in Santa Fe County, New Mexico; and comprising approximately 180 acres.

O. Miscellaneous Lands in Section 4 T10N R7E:

Certain tracts of land being: Tract 3 Lands of Fairfield (former lands of Thompson), and Tract B Lands of Schlott (former lands of Wright), in the S1/2 of the SW1/4 of Section 4 T10N R7E, in Santa Fe County, New Mexico; and comprising approximately 15 acres.

P. Miscellaneous Lands in Section 5 T10N R7E:

Certain tracts of land being: Tract 2-A-2 Lands of Burke, and Tract 1-A-2 Lands of Haynes, in the NE1/4 of the SW1/4 of Section 5 T10N R7E; Tract C Lands of Lee, Tract D-1, D-2, D-4-B, A-1, A-2, A-3, A-4-A, A-4-B, A-4-C, & A-4-D Lands of Horton, and Tract D-4-A Lands of Shuldberg, in the NW1/4 of the SE1/4 of Section 5 T10N R7E; and 4 miscellaneous Tracts being Lands of Bryant and together comprising the S1/2 of the SE1/4 of Section 5 T10N R7E, in Santa Fe County, New Mexico; and comprising approximately 122 acres.

Q. Miscellaneous Lands in Section 8 T10N R7E:

Certain tracts of land being: Tract 3-E-3 Lands of Hill; and Tract 2-B-1 Lands of Davidson, in the NE1/4; and Tract 2 (a portion of former Tract 4-C-1-B-R), and Lots 2, 3, 4, and 5 Lands of Davidson in the NW1/4; all being in Section 8 T10N R7E, in Santa Fe County, New Mexico; and comprising approximately 41 acres.

SECTION 3: TERMS AND CONDITIONS

- 1.** If, and only if, the Town agrees to annex the Lands specified in this Agreement; and if, and only if, the Town agrees to the requested zoning designations for the Lands specified in this Agreement; then:
 - A.** The Owners shall be solely responsible to maintain, or to provide for the maintenance of, any new public right-of-way created after the effective date of this Agreement on their respective lands specified herein, for a period of 6 (six) years from the effective date of this Agreement.
 - B.** For any development (as such term is defined and regulated by applicable Town ordinances and policies) which might occur after the effective date of this Agreement on lands specified herein, the Owners (each for his/her own respective development) shall pay to the Town a sum of money equal to the amount of any Fire/EMS Impact Fee current in Santa Fe County at the time development occurs. Payment to the Town shall occur at the time application is made with the Town for development review, as any such review shall be required by Town ordinances current at the time of development. If, at any time subsequent to annexation of the lands specified herein, the Town duly adopts an Impact Fee Ordinance of its

own applicable to developments within the Town, then in lieu of monies based on County impact fee requirements, the Owners shall pay the required Town impact fee(s) on any such new development. If, at any time subsequent to annexation of the lands specified herein, the Town terminates its Joint Powers Agreement for fire protection/ems services with Santa Fe County, then this clause shall become null and void. Use of these monies shall be at the sole discretion of the Town.

- C. Except as provided herein, prior to subdivision and/or development approval (as such words are defined in current Town ordinances) of any lands which are specified in this Agreement and which shall be designated, and remain, as an "MP – (Master Plan Zone)", the Owner(s) of any such land(s) shall submit and obtain approval of a Master Plan in conformance with applicable ordinances and policies of the Town. There shall be no minimum time limit for the Owner(s) of any such land(s) to provide the Town with any such Master Plan(s). However, any acceptable Master Plan shall promote and specify rural design and appearance standards with respect to infrastructure, site grading and drainage, buildings, and other structures. "Rural design and appearance standards" as stated herein shall be liberally construed. Allowable exceptions which shall not require submittal of a Master Plan by any Owner prior to subdivision and/or development approval shall include, and be limited to: 1) any division of land to create any parcel to be sold or donated as a gift to an immediate family member of the Owner; or 2) the sale, lease, or other conveyance of land to any person other than an immediate family member of the Owner, which creates no parcel smaller than a quarter section (one-hundred sixty acres); or 3) any division of land to create a parcel that is donated by the Owner to any trust or nonprofit corporation granted an exemption from federal income tax, as described in statute 501 c (3) of the United States Internal Revenue Code Of 1986. Nothing in this clause shall prohibit the Town from adopting exceptions, from time to time, which would relieve the Owners of the requirements of this paragraph.
2. The Owners 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.
 3. The Owners shall report any and all taxable gross receipts they receive for services rendered for any sales made by them within the municipal limits of the Town.
 4. The Town of Edgewood shall accept ownership and assume responsibility for the maintenance of any legal public rights-of-way, previously accepted for public ownership and maintenance, situated on or adjacent to, the lands specified herein, and existing at the effective date of annexation of said lands,

except for any New Mexico State Highway, or any Federal Highway. This ownership and responsibility shall be effective immediately upon annexation of the lands specified herein in accordance with applicable New Mexico Statutes.

5. The Town of Edgewood shall not be required to accept ownership or maintenance of any non-public right-of-way (ie. any private roadway or other roadway not previously accepted for public ownership and maintenance) situated upon any lands specified herein.

SECTION 4: RULES FOR DEVELOPMENT

1. The Owners shall be solely responsible to design, engineer, and construct any and all required improvements to public infrastructure (including, but not limited to: streets, driveways, acceleration/deceleration lanes, drainage structures, utilities, plazas, parks, sidewalks, trails, and street lighting and signage) directly related to the development of their respective lands specified herein. Requirements and design standards for any such improvements shall be in conformance either with applicable Ordinances and Policies of the Town which may exist at the time of development, or with those design standards contained in any duly approved Master Plan(s) (whichever are more stringent), and shall meet the requirements of the Town's Engineer, and those of any other governing authority or agency.
2. 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 the provisions of any current or future policies, resolutions, ordinances, fees, and/or taxes of the Town which have been, or shall be, duly adopted in conformance with State law.
3. 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 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.

SECTION 5: COVENANT RUNNING WITH THE LAND:

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

SECTION 6: ENFORCEMENT AND PENALTIES:

For any dispute, controversy, or claim arising out of or related to this Agreement, or any breach thereof, any party may pursue any available remedy by action at law, or suit in 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. Nothing in this paragraph is intended to preclude the parties from resolving any such dispute, controversy, or claim in any other manner allowed under this Agreement

SECTION 7: MEDIATION AND ARBITRATION:

Any dispute, controversy, or claim arising out of or related to this Agreement, or any breach thereof, which has not otherwise been resolved, 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. Any party wishing to invoke the mediation of any dispute, controversy, or claim arising out of or related to this Agreement, or any breach thereof, shall provide 60 days notice in accordance with “**SECTION 8: NOTICES**” prior to submitting the dispute to mediation.

SECTION 8: NOTICES:

1. All notices and other communications in connection with this Agreement between the Town and the Owners 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. Any 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. Notices and communications to the Town shall be addressed to, and delivered at, the following address:

Town Clerk
Town of Edgewood
PO Box 3610
Edgewood, NM 87015
3. Notices and communications to any Owner shall be addressed to, and delivered at, the address for the Owner as currently known to the Santa Fe County Assessor.

SECTION 9: FREE MUTUAL CONSENT TO AGREE, AND AMEND

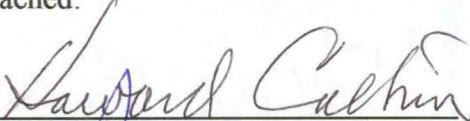
This Annexation Agreement for the lands specified herein, is entered into by free mutual consent between the Owners of certain lands in Santa Fe County (undersigned below) and the Town of Edgewood, a municipal corporation of the State of New Mexico, this 3rd day of December in the year 2001. This Annexation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

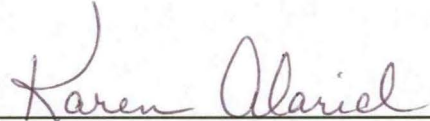
SECTION 10: SEVERABILITY

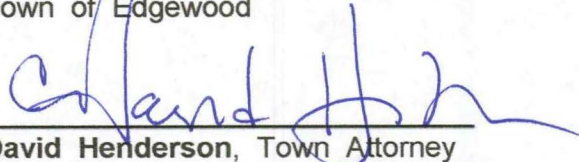
If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not affect the validity or enforceability of the remainder of this Agreement.

SECTION 11: WITNESS AND APPROVAL

In witness that the Owners 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


David Henderson, Town Attorney
(approved as to form)

ATTEST:



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FINAL DRAFT -- 11/27/01

LANDS OF HORTON & GEILENFELDT:

Rita Horton 12-15-01
Rita Horton (date)
Owner - Broken Arrow Ranch, etc.

T. C. Horton Sr. 12-15-01
T.C. Horton Sr. (date)
Owner - Broken Arrow Ranch, etc.

Rita Loy Simmons
Rita Loy Simmons (date)
Owner - Broken Arrow Ranch, etc. 12/1/01

T. C. Horton Jr. 12-15-01
T.C. Horton Jr. (date)
Owner - Broken Arrow Ranch, etc.

Roy C Horton 12/1/01
Roy C. Horton (date)
Owner

Ruth L. Horton 12/1/01
Ruth L. Horton (date)
Owner

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FINAL DRAFT -- 11/27/01

LANDS OF CLEVELAND:


James W. Cleveland 12-1-01 (date)
Owner


V. Sue Cleveland 12-11-01 (date)
Owner

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FINAL DRAFT -- 11/27/01

LANDS OF GEILENFELDT:

Richard Geilenfeldt 12-3-01
 Richard Geilenfeldt (date)
 Owner

Sharon Geilenfeldt 12/5/01
 Sharon Geilenfeldt (date)
 Owner

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LANDS OF HORTON & GEILENFELDT:

Rita Horton (date)
Owner – Broken Arrow Ranch, etc.

T.C. Horton Sr. (date)
Owner – Broken Arrow Ranch, etc.

Rita Loy Simmons (date)
Owner – Broken Arrow Ranch, etc.

T.C. Horton Jr. (date)
Owner – Broken Arrow Ranch, etc.

Roy C. Horton (date)
Owner

Ruth L. Horton (date)
Owner

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LANDS OF GEILENFELDT:

Richard Geilenfeldt (date)
Owner

Sharron Geilenfeldt (date)
Owner

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LANDS OF ENTRANOSA HIGHLANDS PARTNERSHIP:

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Patrick Caughlin _____ **(date)**
Owner/Agent – Entranosa Highlands

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LANDS OF PADILLA:

Arturo S. Padilla (date)
Owner

Jose Anastacio Padilla (date)
Owner

Sigfredo Padilla (date)
Owner

Erlinda Padilla (date)
Owner

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Joan G. Anderson (date)
Owner

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LANDS OF NIETO:

Juanita Nieto _____ **(date)**
Owner

Virginia Nieto _____ **(date)**
Owner

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LANDS OF WEATHERSBY:

Mack Weathersby (date)
Owner / Officer
Weathersby Investment Co.

Ethel B. Weathersby (date)
Owner / Officer
Weathersby Investment Co.

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LANDS OF GRANNEMANN:

Wayne Grannemann (date)
Owner

Harold Southward (date)
Owner / Trustee

Thomas Grannemann (date)
Owner

Richard Grannemann (date)
Owner

Teresa Grannemann (date)
Owner

Gary Grannemann (date)
Owner

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LANDS OF HIGHLAND STOCK FARM, LLC / HILL:

R. Max Hill _____ **(date)**
Owner / Trustee

Kreg Hill _____ **(date)**
Owner / Managing Partner

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LANDS OF MAGUIRE FAMILY TRUST:

BLANK

John Michael Maguire (date)
Owner / Trustee

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LANDS OF MOOMEY:

Raymond Moomey (date)
Owner

Paul Moomey (date)
Owner

BLANK

Mary F. Moomey (date)
Owner

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LANDS OF CUTTING EDGE BUILDING CO., INC. :

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Andrew Janeczek (date)
President, Cutting Edge Building Co.,
Inc.

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LANDS OF AMROCK LLC:

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Stan Strickman _____ **(date)**
Vice-President, Trails Management,
Inc., Managing member of Amrock
LLC

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LANDS OF CLARK:

BLANK

Lawrence Clark _____ **(date)**
Owner

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LANDS OF CLEVELAND:

James W. Cleveland (date)
Owner

V. Sue Cleveland (date)
Owner

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MISCELLANEOUS LANDS IN SEC. 4 T10N R7E, SANTA FE COUNTY:

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Steven Fairfield (date)
Owner

Gene Schlott (date)
Owner

Mary Lou Schlott (date)
Owner

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MISCELLANEOUS LANDS IN SEC. 5 T10N R7E, SANTA FE COUNTY:

Kevin Burke (date)
Owner

Linda Burke (date)
Owner

Mark Haynes (date)
Owner

Kathy Haynes (date)
Owner

James H. Lee Jr. (date)
Owner

Terryl Lee Allen (date)
Owner

H. Keith Shuldberg (date)
Owner

Meridithe Shuldberg (date)
Owner

Garry Bryant (date)
Owner

Karen Bryant (date)
Owner

Louie Bryant (date)
Owner

Gertrude H. Bryant (date)
Owner

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Lonnol Bryant (date)
Owner

Philip T. Marshall (date)
Owner

Anita J. Marshall (date)
Owner

Jerome Stillwagon (date)
Owner

Rebecca Stillwagon (date)
Owner

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MISCELLANEOUS LANDS IN SEC. 8 T10N R7E, SANTA FE COUNTY:

Kenneth M. Hill (date)
Owner

Michael Davidson (date)
Owner

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