

**City of Santa Fe, New Mexico**

# **Attachment B**

## **Applicant Submittals**

**3. Annexation Plat 1986, Master Plan Amendment #1, Annexation Agreement 1994, Tierra Contenta Phase 3A Design Standards**

**RESTATED ANNEXATION AGREEMENT  
TIERRA CONTENTA, WOLGAMOOD SUBDIVISION  
AND CONTIGUOUS LANDS (EAST)**

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This Restated Annexation Agreement ("Agreement") is made and entered into by and between the City of Santa Fe, New Mexico, a New Mexico municipal corporation ("City"), Tierra Contenta Corporation, a New Mexico non-profit corporation, ("Tierra"), Elisia Partnership, a New Mexico general partnership ("Elisia"), Kenneth Prater ("Prater"), New Mexico School for the Deaf ("School for the Deaf"), Santa Fe Board of Education ("Board of Education"), Herrera Associates, a New Mexico general partnership ("Herrera"), and Dr. Joe L. Hernandez, ("Hernandez"). Tierra, Elisia, Prater, School for the Deaf, Board of Education, Herrera and Hernandez, are hereinafter sometimes collectively referred to as "Landowners." This Agreement shall be effective as of the date set forth in paragraph 27 ("Effective Date").

**RECITALS**

A. Landowners are the collective owner of certain real property in Santa Fe County, New Mexico consisting of approximately 1,421 acres of land situate in Township 16 North, Ranges 8E and 9E, as more fully described on Exhibit 1 attached (the "Property").

B. On November 1985, the Governing Body adopted Resolution No. 1985-107 amending the Santa Fe Urban Area General Plan pursuant to Case # 1985-32 and Ordinance No. 1985-58, thereby annexing the Property to the City under the terms and conditions of an annexation agreement ("Original Annexation Agreement"). The Original Annexation Agreement, dated November 5, 1985, was approved by the Landowners and the City and filed for record in Book 544 at page 530, records of Santa Fe County, New Mexico.

C. Pursuant to Ordinance No. 1985-59, approximately 1,391 acres of the Property owned by Tierra, School for the Deaf, Santa Fe Board of Education, Elisia and Prater were rezoned from a "R-1 Residential District" ("R-1") to "PRC Planned Residential Community" ("PRC"), now governed by §14-31 SFCC (1987), pursuant to a master plan ("Original Master Plan") approved by the City and the Landowners.

D. Those portions of the Property owned by Herrera and Hernandez ("Adjoining Owners") remained zoned as R-1 and are now governed by §14-17 SFCC (1987). An application for rezoning is concurrently under consideration by the City, and, prior to the Effective Date of this Agreement these properties may have been rezoned by the City.

E. It is the intention of the parties to this Agreement that the Original Annexation Agreement and Original Master Plan shall be superseded in their entirety and that this Agreement and attached exhibits shall substituted therefor, and further, that the Original Annexation Agreement and Original Master Plan shall be deemed to be of no further force and effect and shall not be binding upon any owner of any portion of the Property.

F. Certain provisions of this Agreement shall apply only to the properties owned by Tierra, Elisia, Prater, Board of Education, and the successors and assigns of the School for the Deaf, excluding any successor or assign that is a state or local governmental entity or agency governed by restrictions set forth in the New Mexico Constitution ("NMSD Assigns"). Collectively Tierra, Elisia, Prater, the Board of Education and NMSD Assigns are identified as the "PRC Owners".

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G. The City approved this Agreement in a duly called meeting on February 23, 1994.

## AGREEMENTS

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

1. **ANNEXATION PLAT.** The Property, previously annexed to the City, is fully described on the annexation plat titled *Annexation Plat for Tracts 1 Thru 9, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands (East) within Township 16 North, Ranges 8 & 9 East, New Mexico Principal Meridian, Santa Fe County, New Mexico, June 1985*, ("Annexation Plat") a true and correct copy of said Annexation Plat is attached hereto as Exhibit 1. The Annexation Plat complies with §14-9.6(D) SFCC (1987).

2. **THE MASTER PLAN.** Landowners have approved a revised master plan for uses of the Property and as described on the plat of survey titled *Master Plan PRC and Annexation* (the "Master Plan"). Landowners have further approved a revised phasing plan as described on the plat of survey titled *Phasing Master Plan* (the "Phasing Plan"). Both the Master Plan and Phasing Plan comply with §§14-9.6(D) SFCC (1987). True and correct copies of the Master Plan and Phasing Plan are attached as Exhibit 2.

3. **CITY APPROVAL OF MASTER PLAN AND PHASING PLAN; SUBSEQUENT APPROVALS.** The Master Plan and Phasing Plan contemplate a variety of housing types and additional commercial, institutional, industrial, and recreational land uses for the Property. The City hereby approves the Master Plan and Phasing Plan and agree that each comply with the SFCC (1987). The City agrees to approve rezonings, preliminary development plans and preliminary subdivision plats for individual tracts within the Property, provided such rezonings plats and plans conform to the Master Plan and Phasing Plan, the SFCC 1987, as amended, and the provisions of this Agreement. The City agrees to approve final development plans and final subdivision plats that substantially conform to previously approved preliminary plats and plans.

4. **MODIFICATION OF URBAN AREA GENERAL PLAN; MODIFICATION OF MASTER PLAN.**

A. The Master Plan, including its designations of the PRC district, shall become part of the Santa Fe Urban Area General Plan. Modifications of the Master Plan, including, without limitation, relocations or modifications of improvements as shown on the Master Plan, must be approved by the City, as provided below.

B. Minor relocations and modifications, such as relocation of utility lines, roadways and minor variations of the Phasing Plan, otherwise consistent with the general intent of the Master Plan, shall be approved administratively by the director of the technical review division of the City or such other division later charged with the authority to review development proposals ("Technical Review Division") 1122758

C. Major modifications and relocations shall be approved by the development review committee or such other committee delegated the authority by the governing body of the City to grant final approval of final subdivision plats and final development plans ("Development Review Committee"). The determination as to whether any proposed modification is "major" or "minor" shall be made by the members of the "Development Review Team", comprised of members of City staff and the interdepartmental team charged with the responsibility to review development projects. Only major modifications to the Master Plan shall require an amendment to the Master Plan and approval by the Development Review Committee.

D. Notwithstanding the foregoing, any increase in the number of dwelling units or area of commercial use must be reviewed first by the Development Review Committee and thereafter, the Committee shall forward its recommendations to the Governing Body.

**5. DEVELOPMENT OF THE PROPERTY.**

A. The Property shall be developed in accordance with the Master Plan.

B. The Master Plan includes the following categories of land uses:

(1) Those portions of the Property owned by the PRC Owners, currently zoned as PRC, shall be developed in accordance with the PRC zoning ordinance outlined in §14-31 SFCC (1987). To the extent then required by the Santa Fe City Code, specific developments within these properties shall meet the standards for all individual tract development as required under §14-31.7 SFCC (1987), and if applicable, any ordinance governing approval of final subdivisions plats. In lieu of standards set forth in the PRC Zoning Ordinance, specific development standards that vary from the PRC Zoning Ordinance may be proposed by any PRC Owner for individual tract development within the PRC district as part of any application for preliminary and final subdivision plat approval or preliminary and final development plan approval to the Development Review Committee. Should any development standards be proposed that materially vary from the PRC development standards, the PRC Owner shall comply with the procedures for notification prior to adoption of specific design standards for each phase as set forth in Section 14-5.4(C)(2), SFCC 1987.

(2) Property currently zoned PRC and owned by the PRC Owners that is proposed on the Master Plan for a village center and office/business incubator uses shall be rezoned to a zoning district or districts that will permit use of the lands for such other uses.

(3) The use of the Adjoining Owners' properties for uses other than R-1 permitted uses shall require rezoning from R-1 to appropriate zoning districts that will permit use of these properties for the multi-family, commercial and industrial uses as such sites are shown on the Master Plan.

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C. Prior to any development of any portion of the Property owned by the PRC Owners, all preliminary and final subdivision plats and preliminary and final development plans shall conform to the Master Plan, this Agreement, and the Santa Fe City Code. If such plats and plans conform to the Master Plan, this Agreement, and the Santa Fe City Code the plats and plans of the PRC Owners shall be approved by the Development Review Committee.

D. The Adjoining Owners shall develop their property in accordance with this Agreement, the Master Plan, the Santa Fe City Code, and any conditions of rezoning.

6. **PHASING.**

A. The phases currently scheduled for development of the Property by PRC Owners are set forth in the Phasing Plan. Only those portions of the Property owned by PRC Owners and subject to the PRC zoning designation are governed by the Phasing Plan. Changes in the phasing timetable may be reviewed and revised from time to time as conditions change.

B. The Schedule of Improvements for PRC Owners and Adjoining Owners is attached hereto as Exhibit 3.

C. The designated improvements for water, sanitary sewers, storm drainage, streets, dedication of parks and other items as set forth in the Master Plan shall be substantially completed by a PRC Owner, to the satisfaction of the City, for each phase within the Phasing Plan before the construction of such improvements in succeeding phases may be commenced. However, two phases may be undertaken concurrently provided that the PRC Owner can demonstrate to the City a satisfactory timetable for completion of required improvements.

D. At such time as a PRC Owner proposes a particular phase for construction, the City shall determine which improvements for water, sanitary sewers, storm water drainage, streets and dedication of parks and open space are required for that particular phase. Any PRC Owner proposing a phase to be developed shall be required to present a plan to the City which shall include plans for completion of the required improvements in that phase.

E. Any approvals required under this paragraph 6 shall be obtained as provided in paragraph 4.

**7. AFFORDABLE HOUSING.**

A. Tierra shall develop approximately forty percent (40%) of the 3,700 lots or units planned for Tierra's property for families earning at or below eighty percent (80%) of the median family income of the City and for single person households earning under one hundred percent (100%) of the City median household income. The minimum sizes and types of these affordable units in the PRC will be determined by the City and Tierra by separate agreement.

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B. Affordable units in the below eighty percent (80%) of median family income category are exempt from impact fees as set forth in this Agreement.

C. The provision of affordable units shall be reviewed on a phase-by-phase basis by the City.

**8. LAND DEDICATED TO THE CITY BY TIERRA.**

A. Tierra agrees to dedicate parcels totaling approximately two hundred fourteen (214) acres of land to the City for City use as parks. The land shall be dedicated according to the Phasing Plan.

B. In addition, an estimated one hundred fourteen (114) acres will be dedicated by Tierra to the City for roadways and drainage, and 2.8 acres for community use. These dedications will occur consecutively with development and upon acceptance by the City.

C. These dedications completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the Tierra property.

**9. PARKS, OPEN SPACE AND OTHER DEDICATIONS.**

A. Concurrently with approval of any final development plan and prior to any development of the Property, each Landowner agrees to dedicate park land and open space to the City as shown on the Master Plan.

B. Such dedications shall be made under the following Schedule:

(1) Tierra will dedicate to the City an estimated 214 acres for parks and open space according to the Phasing Plan.

(2) Elisia agrees to dedicate to the City no less than forty-five (45) acres for park and open space the same being all of the land in the open space system and the neighborhood park (Tract 27) on the Elisia property, at the time Elisia obtains its approval of a Phase I final subdivision plan.

(3) The School for the Deaf, or if applicable, NMSD Assigns, agrees to dedicate to the City no less than sixty (60) acres, for park and open space, such land being described as part of the open space system during Phase 2. Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties.

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(4) The Adjoining Owners agree to dedicate to the City no less than ten (10) acres in Arroyo Chamiso for park and open space, such land being described as part of the open space system. Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties or application for a final development permit, whichever occurs first.

(5) The dedications described in this paragraph 9 will completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the School for the Deaf property, if applicable, the NMSD Assigns' property, the Elisia' property, and the Adjoining Owners' property.

C. Concurrently with submission of any preliminary development plan by a PRC Owner or in the case of an Adjoining Owner, a final development plan, and prior to development, the PRC Owner or Adjoining Owner shall contribute to the cost of the multipurpose trail system in the urban park as shown on the Master Plan. The contribution shall be based on the number of residential units approved for that owner's respective property. The cost per residential unit shall be computed by dividing the total cost of the trail system by the total number of residential units approved in the Master Plan. Each contribution for the trail system may be proportionately reduced in the event the City receives City, State or Federal funds for the development of the trail system. The reduction of each contribution shall be in proportion to the ratio of government funds received to total cost of the trail system.

D. At the time of development, the Board of Education shall develop ball fields and/or soccer fields on the two (2) elementary school sites shown on the Master Plan. These fields shall be open for public use subject to the scheduling of school related events by the Board of Education. The City shall maintain these fields according to a separate agreement between the City and the Board of Education.

E. At the time of development, each of the PRC Owners and Adjoining Owners shall be solely responsible for tree plantings, enhanced medians and other landscaping areas along the major roads shown on the Master Plan within each owner's property. The landscape areas and enhanced medians shall be dedicated to the City, after which the City shall maintain these areas.

F. At the time of development, each PRC Owner and Adjoining Owner of any portion of the Property shall develop the park plazas on their respective property as shown on the Master Plan, if any.

G. All parks, trail systems, and open space dedicated to the City shall thereafter be maintained by the City.

10. **CITY SERVICES.**

A. **Fire and Police Protection.** Fire and police protection for development of the Property will be provided by City Police and Fire Department facilities and personnel.

B. **Refuse.** Refuse collection and disposal services within the Property shall be provided by the City or its agents in accordance with the Santa Fe City Code.

C. **Water Service.**

(1) As a condition of development of the Property, each PRC Owner and Adjoining Owner shall connect the proposed development to the Sangre de Cristo Water Company water delivery system using dedicated easements and right-of-way which shall allow extension of water mains through the Property as required by the Sangre de Cristo Water Company and the City. Individual PRC Owners and Adjoining Owners shall dedicate easements or rights-of-way through their portions of the Property as shown on the final subdivision plat to insure the water lines can be built accordingly through the Property.

(2) Each PRC Owner and Adjoining Owner shall construct water lines, as shown on the Master Plan, that run through or adjacent to their property. Each PRC Owner and Adjoining Owner is responsible for constructing the entire water line across that owner's property. In the event that a water line, as shown in the Master Plan, runs adjacent to two or more property boundary lines, then each adjacent PRC Owner or Adjoining Owner will share proportionately in the cost, according to the ratio of each owner's lineal foot frontage adjacent to the water line.

(3) In the event a Landowner constructs a water line on property other than that owner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the water line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a certified schedule of actual costs reasonably incurred in installing the improvements dedicated to the City ("Reimbursement Schedule") with the Technical Review Division.

(4) Reimbursement shall include payment of interest at a rate corresponding to the increase, if any, in the U.S. Bureau of Labor Statistics, All-Urban Consumer Price Index (CPI-U) for all items (the composite of all CPI components) published for the U.S. City Average, West Region, using the index base of the 1982-1984 = 100 or its succeeding index ("CPI") computed by using the CPI as of the month of the date of delivery of the Reimbursement Schedule to the City, as the base figure ("Base Month") compared with the CPI for the same Base Month in the year reimbursement is due ("CPI Interest Rate"). For example: If a Reimbursement Schedule is delivered to

the City in December, 1994 and the CPI for December, 1994 was 150.0 and the reimbursement is due in December 1995, and the CPI for December, 1995 is 157.5, the increase in the CPI would be five percent (5%) resulting in an annual interest rate of five (5%). Notwithstanding the foregoing, the annual CPI Interest Rate shall not be greater than eight percent (8%).

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(5) In exchange for receiving water service, no well shall be drilled on any property owned by the PRC Owners or Adjoining Owners after the Effective Date of this Agreement. No water rights shall be transferred to permit a diversion of water from the properties of PRC Owners and Adjoining Owners.

**D. Wastewater Collection and Sewer Service.**

(1) Wastewater improvements are specified in the Schedule of Improvements attached as Exhibit 3.

(2) It is understood by the parties that the City intends to construct wastewater improvements within the Property that will provide service to areas located outside of the boundary of the Property.

(3) The City and each PRC Owner and Adjoining Owner will contribute a proportionate share of the cost of the south branch Arroyo Chianiso sewer line constructed to serve development within the Property. Such proportionate share shall be based on the cost of an eight inch (8") line and shall be a fraction based on the total developable acreage in the specific tract served by the sewer line, divided by the total developable acreage of all properties served by the sewer line, or such other equitable means of cost distribution as agreed to by each PRC Owner and Adjoining Owner. Payment to the City shall be made at the earlier of recordation of a final subdivisions plat or final development plan ("Sewer Construction Assessment").

(4) Only one Sewer Construction Assessment for construction of the sewer line within the Property shall be levied against any PRC Owner and Adjoining Owner.

(5) In lieu of the procedure set forth in subparagraph 10.D.(3) above, the City and PRC Owners and Adjoining Owners may agree to establish an assessment district for construction of storm water, wastewater collection and sewer service improvements to serve the Property.

(6) Each PRC Owner and Adjoining Owner shall dedicate sewer easements on that owner's tract of the property as shown on a final subdivision plat or final development plan if not already dedicated under paragraph 14. The School for the Deaf will make such dedication of sewer easements as provided in paragraph 14.

(7) The City agrees to complete the engineering and construction of the south branch of the Arroyo Chamiso sewer line, as shown in the Master Plan, within three (3) years from the Effective Date of this Agreement.

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(8) The PRC Owners and Adjoining Owners shall construct and pay for all sewer lines on their property other than the Arroyo Chamiso Line.

(9) In the event a Landowner constructs a sanitary sewer line on property other than that Landowner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the sewer line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a Reimbursement Schedule of actual costs reasonably incurred with the Technical Review Division of the City. Reimbursement shall include payment of interest at the CPI Interest Rate as described in paragraph 10.C.(4).

**E. Streets and Other Rights of Way.**

(1) All streets and roads built by PRC Owners and Adjoining Owners will be designed and constructed in accordance with the Santa Fe City Code (1987).

(2) The PRC Owners and Adjoining Owners shall construct off-site roadway improvements as specified below (a) through (e) related to development of the Property as established by the Master Plan and the detailed Traffic Impact Analysis prepared for the Property pursuant to paragraph 10.F of this Agreement (the "TIA"). The offsite roadway improvements shall exclusively consist of:

Meadows Road;

- (a) three intersections with Airport Road, exclusive of South

- (b) Three intersections with Cerrillos Road;

- (c) one at-grade intersection with the Santa Fe By-Pass;

and

- (d) Ocate Road from the Hernandez property to Cerrillos Road;

- (e) Country Club Road From Elisia property to Airport Road.

The roadway improvements listed under subparagraphs (a) through (e) above are shown on Exhibit 2 attached hereto and incorporated herein as if fully set out.

(3) The PRC Owners and Adjoining Owners shall contribute a proportionate share of the cost of building the offsite roadway improvements specified above 2 (a) through (e) based upon the traffic contribution established by the TIA as provided in this paragraph 10.E.

(4) Tierra will be entirely responsible for the cost of the at-grade intersection and signalization at Academy and the Santa Fe Bypass and the cost of two intersection improvements at Airport Road and Paseo del Sol and Golf Club Road, not including the intersection of Airport and Country Club Road.

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(5) Elisia and Tierra will be jointly responsible for the construction of Country Club Road and its intersection with Airport Road. NMSD Assigns and Tierra will be jointly responsible for the intersection of Academy Road with Cerrillos Road.

(6) The relative responsibilities for financing these improvements will be determined by the TIA prepared as part of the Phase I preliminary plat submittal and as approved by the Landowners or their then assigns.

(7) The road known as "Ocate Road" commencing at the School for the Deaf's property and running through the Hernandez property to Cerrillos Road and this road's intersection with Cerrillos Road will be the responsibility of NMSD Assigns and the Adjoining Owners although other owners along Ocate Road may also be asked to contribute. Cost sharing among these owners will be determined through separate agreement among these owners and based upon the TIA and an allocation of "service units" to each property based upon the developable acreage within each owner's property and the permitted use of the property. The term "service unit" shall mean a standardized measure of consumption, use, or generation attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a road improvements and based upon use of the properties benefitted by the road, that is, single family residential, multifamily, commercial or industrial uses.

(8) Herrera will be responsible for the cost of intersection improvements and signalization which will serve the Property at the intersection of the south bound lane of Cerrillos Road and the road which runs across the Herrera property south of Ocate Road to be known as "Herrera Road".

(9) All roadway rights-of-way within the Property which are shown on the Master Plan shall be dedicated to and maintained by the City.

(10) Other road network improvements for a north/south street extending north of Airport Road to connect with either Alameda or Rufina and for one east/west street extending across Cerrillos Road to Richards Avenue and Academy Road from South Meadows to Cerrillos Road are the responsibility of the City.

F. **Traffic Impact Analysis.** Concurrent with the submittal of the Phase I preliminary subdivision plat, the City shall prepare the TIA for the Property and shall allocate service units for each proposed development as provided in subparagraphs 10.E.(7) above. The TIA shall address the traffic impacts which will be generated by each proposed phase of development under consideration. The TIA shall be conducted according to the City of Santa Fe Public Works Department traffic analysis standards and shall be approved by the Landowners, or their assigns.

G. **Schedule of Improvements.** The Schedule of Road Improvements is attached hereto as Exhibit 3.

H. **Financial Guarantees.**

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(1) Prior to recordation of a final subdivision plat or any phase thereof, or a final development plan with the County Clerk of Santa Fe County, the PRC Owners or Adjoining Owners shall provide a letter of credit or other financial guarantee acceptable to the City for the required improvements. The amount of the financial guarantee shall be based on a certified engineer estimate acceptable to the director of the Technical Review Division.

(2) All improvements required in any final subdivision plat or final development plan must be constructed by PRC Owners or Adjoining Owners in accordance with the Santa Fe City Code, and when completed to the satisfaction of the City, said improvements may be dedicated to and thereafter maintained by the City.

I. The provisions of this paragraph 10 do not apply to developments or improvements by the School for the Deaf as a state agency or any other federal and state governments and their political subdivisions. If the School for the Deaf elects to develop any portion of its property and to connect to any portion of the City services described in this paragraph 10, or to have the right under this Agreement to use any portion of the roads described in this paragraph 10 (collectively "Improvements"), the School for the Deaf shall be entitled to do so upon payment of the proportional sums otherwise required to be paid by NMSD Assigns for such Improvements. Any duty of the New Mexico School for the Deaf to pay any funds or consideration required by or resulting from the terms of this Agreement shall be contingent upon and subject to prior sufficient appropriations and authorization by the New Mexico Legislature for such development, including proportional payments due for such Improvements, and funding of such legislative appropriation. In the event sufficient funds are not so appropriated, authorized or available, then the corresponding duty of the School for the Deaf to make payments will automatically abate upon written notice from the School for the Deaf to the City and the affected Landowners. Likewise any right provided under this Agreement to use the Improvements shall abate until sufficient appropriation or funding can be obtained by the School for the Deaf.

11. **ARCHAEOLOGICAL REVIEW ORDINANCE.** Prior to approval of any final development plan or subdivision plat proposed by PRC Owners and Adjoining Owners, an Archaeological Clearance Permit ("Clearance Permit") shall be obtained from the City's Archaeological Review Committee, as required in §14-75 of the SFCC, 1987. These Clearance Permits may be obtained for each phase of development.

12. **UTILITIES.** The Property shall be served only with underground utilities.

13. **IMPACT FEES.** Subject to the enforceability of any City ordinance under the provisions of the Development Fee Act, §§5-8-1 *et seq.* NMSA, 1978, and after offsetting any fee with the contributions and offsite improvements made or to be by any PRC Owners or Adjoining Owners, the PRC Owners and Adjoining Owners shall pay impact fees as required by Santa Fe City Code (1987), as amended.

14. **EASEMENTS AND RIGHTS-OF-WAY.** Each Landowner, its then assigns, including NMSD Assigns shall dedicate all required access and utility easements and rights-of-way to the City within corridors shown on the Master Plan to allow orderly development of all tracts within the Property. Tierra in cooperation with the Landowners will prepare a dedication plat of survey in conjunction with Tierra's final subdivision plat or final development plan for Phase I as shown on the Phasing Plan. The Landowners and their then assigns, including NMSD Assigns, and the City agree to approve the Dedication Plat if it substantially conforms to the Master Plan. In the case of PRC Owners and Adjoining Owners, such dedication shall be in compliance with the Santa Fe City Code.

15. **CONFORMANCE WITH TERRAIN MANAGEMENT AND DRAINAGE STANDARDS.** Prior to development of Property, the PRC Owners and Adjoining Owners shall demonstrate compliance with the Terrain Management provisions of Santa Fe City Code. Dip sections shall not be allowed on designated arroyos without prior administrative approval of the director of the Technical Review Division of the City.

16. **ASSIGNMENTS.** Each Landowner shall be entitled to sell, transfer or assign all or any portion of that Landowner's rights and obligations under this Agreement provided the Landowner or the Landowner's assignee delivers to the City an agreement executed by Landowner and Landowner's assignee, acknowledging such assignment, describing the portion of the real property to which the assignment applies, and evidencing the assignee's acceptance of the rights and obligation under this Agreement. Such agreement shall be deemed effective as of recordation with the Clerk of Santa Fe County, New Mexico. Any assignee shall have the same rights and obligations under this Agreement as that of the Landowner as to that portion of the Property described in any assignment.

17. **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.

18. **EXECUTION OF DOCUMENTS.** The parties agree to execute all documents contemplated expressly or impliedly by this Agreement or necessary to effectuate the terms of this Agreement.

19. **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.

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20. **WAIVER.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

21. **CONSENT AND OBLIGATIONS.** Wherever the approval or consent of the City is required by this Agreement, it is understood that such approval or consent shall not be unreasonably withheld. Whenever it is stated in this Agreement that the Landowners or any individual Landowner shall undertake any particular act or be responsible for a particular reimbursement, cost, contribution or assessment, it shall be understood to mean that each Landowner shall be responsible only for that owner's undertaking as set forth in the Landowner's development plan or subdivision plat presented to the City. It shall be understood that the obligations of any Landowner under this Agreement arise only to the extent that a Landowner applies to the City for approval of a final subdivision plat or final development plan for that portion of the Property owned by a particular Landowner. No obligations arise in the absence of such application or development.

22. **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. Notwithstanding the inclusion of the School for the Deaf and the Board of Education as "Landowners" in the recitals of this Agreement, no covenant or agreement contained in this Agreement, whether referring specifically to the Landowners or not, shall be applicable to, binding on or enforceable against the School for the Deaf or the Board of Education, their respective property within the Property, their respective Board members, the State of New Mexico or any of their successors or assigns, unless a City Ordinance containing said covenant or agreement would be enforceable against the State of New Mexico, the School for the Deaf or the Board of Education under New Mexico law. Nothing in this Agreement shall enlarge the authority of the City to regulate the use or development of land now owned by the School for the Deaf or the Board of Education within the Property beyond the authority granted to or residing in the City under the existing laws and constitution of the State of New Mexico.

23. **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.

24. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and assigns.

25. **AGREEMENT.** This Agreement states the entire agreement of the parties. The provisions of this Agreement shall be severable and may be modified only in a subsequent amendment duly approved as provided in paragraph 26. This Agreement shall not relieve the owners from complying with present or future City ordinances, resolutions or regulations.

26. **AMENDMENTS.** This Agreement may be amended with the consent of the City and the Landowners, or their then successors and assigns. Any amendments to this Agreement shall be reviewed by the Development Review Committee, thereafter, the Committee shall forward its recommendations to the Governing Body. Each amendment, to be effective, must be in writing, executed in the manner of this Agreement and filed for record with the Clerk of Santa Fe County, New Mexico.

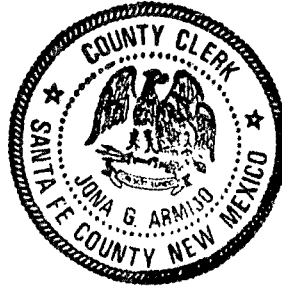
27. **EFFECTIVE DATE.** This Agreement is effective as of the date of recordation of this Agreement in the land records of Santa Fe County, New Mexico.

CITY OF SANTA FE, a New Mexico municipal corporation



By *Sam Pick*  
SAM PICK, MAYOR

*Frances C. Romero*  
FRANCES C. ROMERO, CITY CLERK



APPROVED AS TO FORM:

*Dianne DeLayo*  
DIANNE DeLAYO, DEPUTY CITY ATTORNEY

888,260  
COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) SS  
I hereby certify that this instrument was filed  
for record on the 13 day of Dec A.D.  
19 94 at 11:50 o'clock A m  
and was duly recorded in book 722  
page 76-78 of the records of  
Santa Fe County.

Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.  
*Jona G. Armijo*  
Deputy

LANDOWNERS:

1122769

Tierra Contenta Corporation,  
a New Mexico non-profit  
corporation

By [Signature]  
TERESA GARCIA its President  
(name printed) (title)

New Mexico School for the Deaf

By [Signature]  
MICHAEL B. GIBSON its President  
(name printed) (title)

Elisia Partnership, a New Mexico  
general partnership [Signature] HENRY PICK

By \_\_\_\_\_,  
its general partner  
(name printed)

Herrera Associates, a New Mexico  
general partnership

By [Signature]  
WILLIAM R. HERRERA its general partner  
(name printed)

Santa Fe Board of Education

By [Signature]  
MIKE MIER its ASST. Supt  
(name printed) (title)

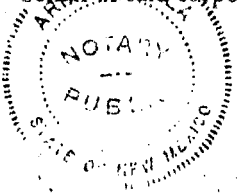
[Signature]  
Dr. Joe L. Hernandez

[Signature]  
Kenneth Prater

ACKNOWLEDGMENTS

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

This instrument was acknowledged before me on March 7, 1994, by Sam Pick, Mayor of the City of Santa Fe, a New Mexico municipal corporation, for and on behalf of said corporation.



Arriada Villa  
Notary Public  
My commission expires: 9-16-96

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

This instrument was acknowledged before me on April 18, 1994, by Patricia C. Laramente of Tierra Contenta Corporation, a New Mexico non-profit corporation, for and on behalf of said corporation.

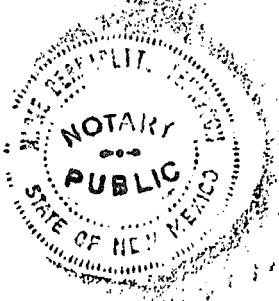


OFFICIAL SEAL  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

Elizabeth M. Fresquez  
Notary Public  
My commission expires: 4/6/95

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

This instrument was acknowledged before me on May 11, 1994, by Mitzy Baker - Garland, Isabel H. Delgado of New Mexico School for the Deaf.



Marie Bernadette Stampa  
Notary Public  
My commission expires: 11/14/95

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

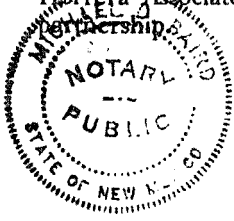
This instrument was acknowledged before me on August 4, 1994, by Henry Pick of Elisia Partnership, a New Mexico general partnership, for and on behalf of said partnership.

 OFFICIAL SEAL  
Elizabeth V. Fresquez  
ELIZABETH V. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
My Commission Expires 4/4/95

Elizabeth V. Fresquez  
Notary Public  
My commission expires: April 6, 1995

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


This instrument was acknowledged before me on APRIL 21, 1994, by William R. Herrera of Horteta Associates, a New Mexico general partnership, for and on behalf of said partnership.



Michael D Baird  
Notary Public  
My commission expires: 9-15-95

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

This instrument was acknowledged before me on October 24, 1994, by Mike Mier of Santa Fe Board of Education.

 OFFICIAL SEAL  
Shirley J. Padilla  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
My Commission Expires: 3-3-98

Shirley J. Padilla  
Notary Public  
My commission expires: 3-3-98

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

This instrument was acknowledged before me on July 19, 1994, by Dr. Joe L. Hernandez.



OFFICIAL SEAL  
Elizabeth M. Fresquez  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

Elizabeth M. Fresquez  
Notary Public  
My commission expires: April 6, 1995

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

This instrument was acknowledged before me on May 13, 1994, by Kenneth Prater.



OFFICIAL SEAL  
Elizabeth M. Fresquez  
ELIZABETH M. FRESQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY BOND FILED WITH SECRETARY OF STATE  
My Commission Expires 4/6/95

Elizabeth M. Fresquez  
Notary Public  
My commission expires: April 6, 1995

Exhibit 1  
Annexation Plat

1122773

Exhibit 2  
Master Plan (single Sheet) and Phasing Plan (single sheet)

Exhibit 3  
Master Plan for the annexed area and the PRC district  
Schedule of Road Improvements

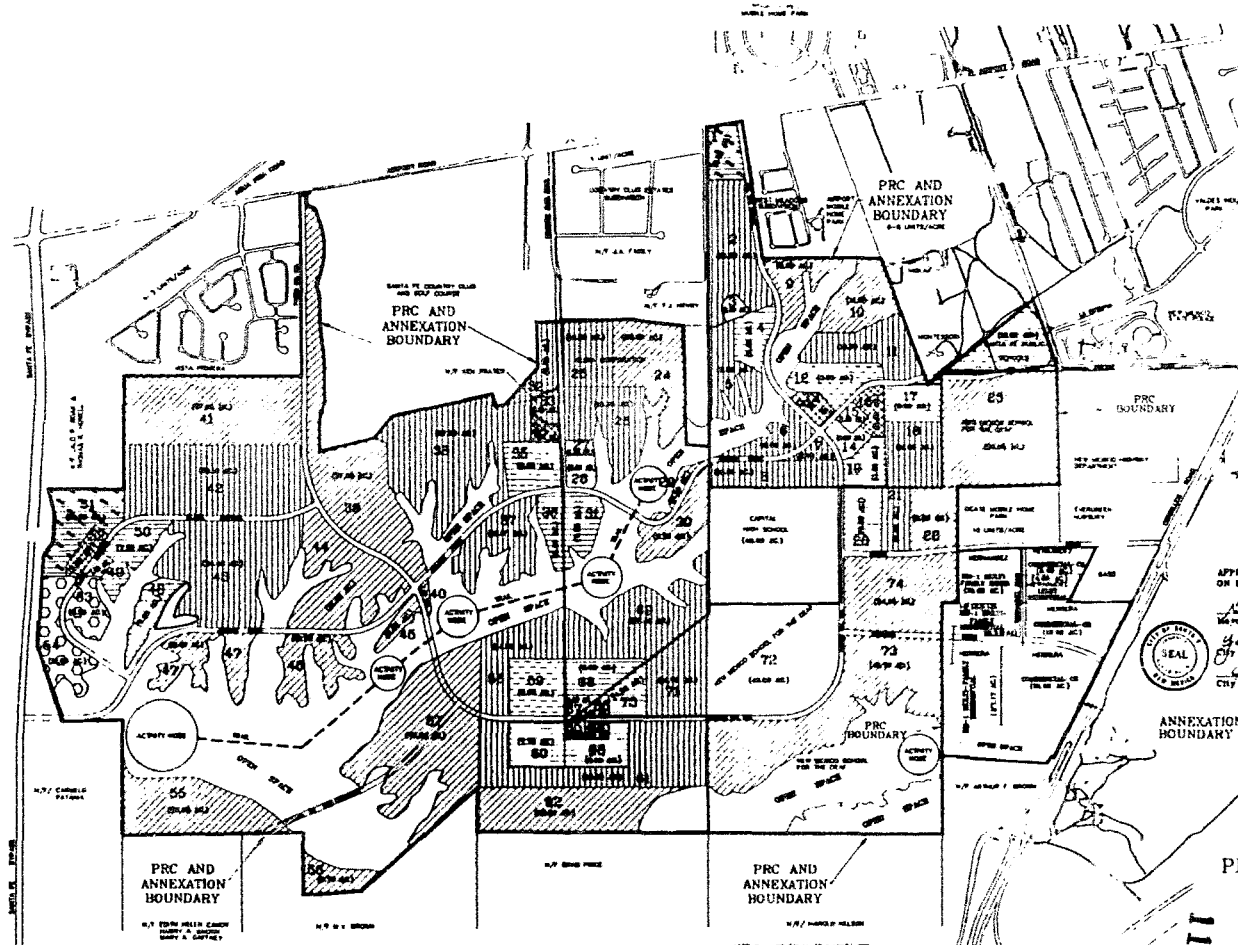
1122775

EXHIBIT 1



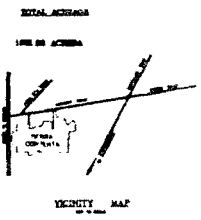
1122777

EXHIBIT 2



**LEGEND**

- 1. [Symbol] RESIDENTIAL SINGLE-FAMILY
- 2. [Symbol] RESIDENTIAL MEDIUM-DENSITY
- 3. [Symbol] RESIDENTIAL HIGH-DENSITY
- 4. [Symbol] COMMERCIAL GENERAL
- 5. [Symbol] COMMERCIAL OFFICE
- 6. [Symbol] COMMERCIAL RETAIL
- 7. [Symbol] COMMERCIAL INDUSTRIAL
- 8. [Symbol] COMMERCIAL MIXED-USE
- 9. [Symbol] COMMERCIAL HOTEL
- 10. [Symbol] COMMERCIAL RESTAURANT
- 11. [Symbol] COMMERCIAL SERVICE
- 12. [Symbol] COMMERCIAL SPECIALTY
- 13. [Symbol] COMMERCIAL THEATER
- 14. [Symbol] COMMERCIAL CULTURAL
- 15. [Symbol] COMMERCIAL RECREATION
- 16. [Symbol] COMMERCIAL PUBLIC
- 17. [Symbol] COMMERCIAL EDUCATIONAL
- 18. [Symbol] COMMERCIAL HEALTHCARE
- 19. [Symbol] COMMERCIAL SOCIAL
- 20. [Symbol] COMMERCIAL RELIGIOUS
- 21. [Symbol] COMMERCIAL GOVERNMENT
- 22. [Symbol] COMMERCIAL OTHER
- 23. [Symbol] COMMERCIAL UNDEVELOPED
- 24. [Symbol] COMMERCIAL OPEN SPACE
- 25. [Symbol] COMMERCIAL WATER
- 26. [Symbol] COMMERCIAL WETLANDS
- 27. [Symbol] COMMERCIAL FOREST
- 28. [Symbol] COMMERCIAL PRAIRIE
- 29. [Symbol] COMMERCIAL RURAL
- 30. [Symbol] COMMERCIAL URBAN
- 31. [Symbol] COMMERCIAL SUBURBAN
- 32. [Symbol] COMMERCIAL RURAL RESIDENTIAL
- 33. [Symbol] COMMERCIAL RURAL COMMERCIAL
- 34. [Symbol] COMMERCIAL RURAL INDUSTRIAL
- 35. [Symbol] COMMERCIAL RURAL MIXED-USE
- 36. [Symbol] COMMERCIAL RURAL HOTEL
- 37. [Symbol] COMMERCIAL RURAL RESTAURANT
- 38. [Symbol] COMMERCIAL RURAL SERVICE
- 39. [Symbol] COMMERCIAL RURAL SPECIALTY
- 40. [Symbol] COMMERCIAL RURAL THEATER
- 41. [Symbol] COMMERCIAL RURAL CULTURAL
- 42. [Symbol] COMMERCIAL RURAL RECREATION
- 43. [Symbol] COMMERCIAL RURAL PUBLIC
- 44. [Symbol] COMMERCIAL RURAL EDUCATIONAL
- 45. [Symbol] COMMERCIAL RURAL HEALTHCARE
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- 47. [Symbol] COMMERCIAL RURAL RELIGIOUS
- 48. [Symbol] COMMERCIAL RURAL GOVERNMENT
- 49. [Symbol] COMMERCIAL RURAL OTHER
- 50. [Symbol] COMMERCIAL RURAL UNDEVELOPED
- 51. [Symbol] COMMERCIAL RURAL OPEN SPACE
- 52. [Symbol] COMMERCIAL RURAL WATER
- 53. [Symbol] COMMERCIAL RURAL WETLANDS
- 54. [Symbol] COMMERCIAL RURAL FOREST
- 55. [Symbol] COMMERCIAL RURAL PRAIRIE
- 56. [Symbol] COMMERCIAL RURAL RURAL
- 57. [Symbol] COMMERCIAL RURAL RESIDENTIAL
- 58. [Symbol] COMMERCIAL RURAL COMMERCIAL
- 59. [Symbol] COMMERCIAL RURAL INDUSTRIAL
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- 91. [Symbol] COMMERCIAL RURAL CULTURAL
- 92. [Symbol] COMMERCIAL RURAL RECREATION
- 93. [Symbol] COMMERCIAL RURAL PUBLIC
- 94. [Symbol] COMMERCIAL RURAL EDUCATIONAL
- 95. [Symbol] COMMERCIAL RURAL HEALTHCARE
- 96. [Symbol] COMMERCIAL RURAL SOCIAL
- 97. [Symbol] COMMERCIAL RURAL RELIGIOUS
- 98. [Symbol] COMMERCIAL RURAL GOVERNMENT
- 99. [Symbol] COMMERCIAL RURAL OTHER
- 100. [Symbol] COMMERCIAL RURAL UNDEVELOPED



APPROVED BY THE CITY COUNCIL  
ON FEBRUARY 25, 1984

By: *[Signature]* Date: *2/25/84*  
 Mayor  
*[Signature]* Date: *2/25/84*  
 City Clerk  
 City Treasurer Date: *2/25/84*



ANNEXATION BOUNDARY

Maple Associates, Inc.  
The Placem Company  
City Energy Associates  
Joseph Condon & Associates  
Campbell Deane Parke Associates, Inc.  
Hunting Program, Inc.  
The Receptor Foundation

**REVISED MASTER PLAN  
PRC AND ANNEXATION**

TERRA CONTENTA  
SANTA FE, NEW MEXICO  
SHEET... OF... 22...

REVISION BOX

NO.	DATE	DESCRIPTION
1	12/15/83	PRELIMINARY
2	1/15/84	REVISED
3	2/25/84	FINAL

1122778

TABLE 3 - DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	AREA (AC)	PERMITS	STATUS	LAND USE	AREA (AC)	PERMITS	STATUS	REMARKS	NO. OF PERMITS	NO. OF UNITS	NO. OF UNITS	NO. OF UNITS
1	Office Building	1.0	1	1	Office Building	1.0	1	1	Office Building	1	1	1	1
2	Residential	10.0	10	10	Residential	10.0	10	10	Residential	10	10	10	10
3	Industrial	5.0	5	5	Industrial	5.0	5	5	Industrial	5	5	5	5
4	Commercial	2.0	2	2	Commercial	2.0	2	2	Commercial	2	2	2	2
5	Public	1.0	1	1	Public	1.0	1	1	Public	1	1	1	1
6	Community	1.0	1	1	Community	1.0	1	1	Community	1	1	1	1
7	Office Building	1.0	1	1	Office Building	1.0	1	1	Office Building	1	1	1	1
8	Residential	10.0	10	10	Residential	10.0	10	10	Residential	10	10	10	10
9	Industrial	5.0	5	5	Industrial	5.0	5	5	Industrial	5	5	5	5
10	Commercial	2.0	2	2	Commercial	2.0	2	2	Commercial	2	2	2	2
11	Public	1.0	1	1	Public	1.0	1	1	Public	1	1	1	1
12	Community	1.0	1	1	Community	1.0	1	1	Community	1	1	1	1
13	Office Building	1.0	1	1	Office Building	1.0	1	1	Office Building	1	1	1	1
14	Residential	10.0	10	10	Residential	10.0	10	10	Residential	10	10	10	10
15	Industrial	5.0	5	5	Industrial	5.0	5	5	Industrial	5	5	5	5
16	Commercial	2.0	2	2	Commercial	2.0	2	2	Commercial	2	2	2	2
17	Public	1.0	1	1	Public	1.0	1	1	Public	1	1	1	1
18	Community	1.0	1	1	Community	1.0	1	1	Community	1	1	1	1
19	Office Building	1.0	1	1	Office Building	1.0	1	1	Office Building	1	1	1	1
20	Residential	10.0	10	10	Residential	10.0	10	10	Residential	10	10	10	10
21	Industrial	5.0	5	5	Industrial	5.0	5	5	Industrial	5	5	5	5
22	Commercial	2.0	2	2	Commercial	2.0	2	2	Commercial	2	2	2	2
23	Public	1.0	1	1	Public	1.0	1	1	Public	1	1	1	1
24	Community	1.0	1	1	Community	1.0	1	1	Community	1	1	1	1
25	Office Building	1.0	1	1	Office Building	1.0	1	1	Office Building	1	1	1	1
26	Residential	10.0	10	10	Residential	10.0	10	10	Residential	10	10	10	10
27	Industrial	5.0	5	5	Industrial	5.0	5	5	Industrial	5	5	5	5
28	Commercial	2.0	2	2	Commercial	2.0	2	2	Commercial	2	2	2	2
29	Public	1.0	1	1	Public	1.0	1	1	Public	1	1	1	1
30	Community	1.0	1	1	Community	1.0	1	1	Community	1	1	1	1

NOTES

1. THIS DEVELOPMENT PROGRAM IS BASED ON THE CURRENTLY AVAILABLE INFORMATION.
2. THE CITY ENGINEER HAS REVIEWED THIS PROGRAM AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE.
3. THE CITY ENGINEER HAS REVIEWED THIS PROGRAM AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE.
4. THE CITY ENGINEER HAS REVIEWED THIS PROGRAM AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE.
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9. THE CITY ENGINEER HAS REVIEWED THIS PROGRAM AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE.
10. THE CITY ENGINEER HAS REVIEWED THIS PROGRAM AND HAS APPROVED IT FOR THE CITY ENGINEER'S OFFICE.

REVISÉ  
DEVELOPEMENT  
PROGRAM

Maple Advertising, Inc.  
The Federal Highway  
Department, Washington, D.C.  
Complaint Division, Room 3100  
The Enterprise Building, Inc.

1122779

APPROVED BY THE CITY ENGINEER  
ON FEBRUARY 21, 1964  
*Richard J. ...*  
City Engineer



APPROVED BY THE CITY ENGINEER  
ON FEBRUARY 21, 1964  
*Richard J. ...*  
City Engineer

APPROVED BY THE CITY ENGINEER  
ON FEBRUARY 21, 1964  
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ON FEBRUARY 21, 1964  
*Richard J. ...*  
City Engineer

APPROVED BY THE CITY ENGINEER  
ON FEBRUARY 21, 1964  
*Richard J. ...*  
City Engineer

1122780

EXHIBIT 3

EXHIBIT 3  
SCHEDULE OF IMPROVEMENTS FOR PHASE ONE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase One - Roads</u>		
Academy Road; Improve from Tierra Contenta property line to Cerrillos Rd with intersection improvements at South Meadows and Cerrillos; approx. 3,500'	SR	City; Tierra; NMSD Assigns;
Academy Road; Improve from Paseo del Sol to Tierra Contenta east property line; approx. 1,700'	OP	Tierra;
Academy Road; Improve from Paseo del Sol to TCC west property line; approx. 1,350'	OP	Tierra;
Academy Road from TCC property line to Country Club Road; approx. 2,150'	OP	Elisla;
Country Club Road from Airport Road to Academy Road; 3,900'	SR	Tierra; Elisla;
<u>Phase One - Water</u>		
12" water line along Academy Road from Paseo del Sol to TCC west property line; app. 1,350'	OP	Tierra;
12" water line along Academy Road from TCC property line to Country Club Road; approx 2,150'	OP	Elisla;
<u>Phase One - Sewer</u>		
8" line extending down Country Club Road, from Elisla prop to 36" trunk sewer; 1,700'	SR & OP	Tierra; Elisla;
<u>Phase One - Parks</u>		
Multipurpose play field and park development on elementary school site	OP	Board of Education;

Plaza park development  
in Village Center

OP Tierra; 1122782

Neighborhood park  
development

OP City;

\* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

EXHIBIT 3 (Cont)  
 SCHEDULE OF IMPROVEMENTS FOR PHASE TWO

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase Two - Roads</u>		
Academy Road; from Country Club Rd to Bypass, with an at-grade intersection; 7,200'	OP	Tierra;
Golf Club Road from Airport Rd to Academy Road; 5,200'	OP	Tierra;
Plaza Central road, from Golf Club to Academy; 4,900'	OP	Tierra;
**Ocate Road from Paseo del Sol to Cerrillos Rd; 3,700'	SR & OP	Hernandez; Herrera; NMSD Assigns;
Extension of Academy Rd east of Cerrillos to an intersection with Richards Ave.	OS	City;
South Meadows Rd extension from Airport Road north to Rufina;	OS	City;
Rufina Street Extension	OS	City;
<u>Phase Two - Water</u>		
12" water line along Academy from Country Club to Golf Club	OP	Tierra;
12" water line along Golf Club Road from Airport to Academy	OP	Tierra;
12' water line loop along Plaza Central road, 8,400'	OP	Tierra;
<u>Phase Two - Sewer</u>		
8" line along Academy Road from Country Club to Golf Club	OP	Tierra;
8" line along Golf Club Rd from Airport Rd to Academy; approx 4,800'	OP	Tierra;
8" line along Plaza Central road; approx 3,400'	OP	Tierra;

Phase Two - Parks

Neighborhood park development	OP	City;
Community park development	OP	City;
Plaza park development in Village Center;	OP	Elisia;
Plaza park development in Town Center	OP	Tierra;
Bike Trail and Pedestrian Path System (North and South Branches - to Cerrillos Rd)	SR & OP	Tierra; State of New Mexico; City; Elisia; Herrera; Hernandez; NMSD Assigns;

\* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

OS indicates road improvements which are off-site, but are system-side improvements which will carry some of the traffic generated by Tierra Contenta.

\*\* Timing of Ocate Road construction is dependent upon development of the adjoining properties, both of which are not subject to the phasing plan. Consequently, road construction could occur in any of the three phases.

EXHIBIT 3 (Cont)  
 SCHEDULE OF IMPROVEMENTS FOR PHASE THREE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
<u>Phase Three - Roads</u>		
Paseo del Sol Loop from Ocate Rd to Academy Rd; 7,100'	OP	Tierra; Elisia; NMSD Assigns;
**Herrera Rd from Cerrillos Rd to Paseo del Sol Loop; 3,100'	OP	Herrera; NMSD Assigns;
<u>Phase Three - Water</u>		
**12" water line along Herrera Rd to Paseo del Sol	OP	Herrera; NMSD Assigns;
12" water line along Paseo del Sol Loop, from Ocate to Academy Rd	OP	Tierra; Elisia; NMSD Assigns;
***Water tank construction and line extension from locations east Cerrillos Road to TC property	OS	City; Other owners east of property;
<u>Phase Three - Sewer</u>		
***16" trunk sewer line along south branch of Arroyo Chamiso from Cerrillos to Bypass	SR & OP	City; Herrera; Hernandez; Tierra; Elisia; NMSD Assigns; Other owners south of the property;
***24" trunk sewer line from location east of Cerrillos Rd to TC property line	OS	City; Other owners east of the property;
8" sewer line along Paseo del Sol Loop, from Ocate to Academy	OP	Tierra; Elisia; NMSD Assigns;
<u>Phase Three - Parks</u>		
Multipurpose play field and park development on elementary school site	OP	Board of Education;
Plaza park development		

1122786

in Village Center;

OP Tierra;

Neighborhood park  
development

OP City;

- \* SR indicates major infrastructure improvements which are site related but are not physically located on the property.  
  
OP indicates required spine infrastructure improvements which are located on the property.  
  
OS indicates road improvements which are off-site, but are system-wide improvements which will carry some of the traffic generated by Tierra Contenta.
- \*\* Timing of Herrera Road construction and related water system improvements are dependent upon the development of the adjoining property. This property is not subject to the phasing plan. Consequently, these improvements could occur in any of the three phases.
- \*\*\* Timing of the major water and sewer system improvements may be accelerated due to City sponsored policy initiatives. Consequently, actual improvements could occur in any of the three phases.

ANNEXATION PLAT  
FOR  
TRACTS 1 THRU 9  
TIERRA CONTENTA,  
WOLGAMOOD SUBDIVISION  
AND  
CONTIGUOUS LANDS (EAST)

162005

WITHIN  
TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN  
SANTA FE COUNTY, NEW MEXICO  
JUNE 1985

DEDICATION AND CONSENT STATEMENT:

The undersigned owner(s) of the properties hereon shown: Bellamah Community Development, a New Mexico General Partnership; Meadows Resources, Inc., a New Mexico Corporation; The Elisia Partnership, a New Mexico General Partnership; The City of Santa Fe Board Of Education; The New Mexico School for the Deaf; The New Mexico State Highway Department; The City of Santa Fe; Dr. Joe L. Hernandez; Dr. William Herrera; Kenneth Prater;

NEW MEXICO SCHOOL FOR THE DEAF

By: Judy Williams  
Ms. Judy Williams,  
President, Board of Regents

Kenneth E. Brasel  
Kenneth E. Brasel, Ph.D.,  
Superintendent

Kenneth W. Prater  
Kenneth W. Prater

Susan P. Prater  
Susan P. Prater

CITY OF SANTA FE

Louis R. Montano, Mayor

BELLAMAH COMMUNITY DEVELOPMENT,  
a New Mexico General Partnership

By: D.T. Robertson  
D.T. Robertson,  
Senior Vice-President and Regional Manager

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the persons noted in the Affidavit appearing hereon on the 29<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

NOTARY:

STATE OF New Mexico )  
COUNTY OF Santa Fe ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the persons noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the \_\_\_ day of \_\_\_, 19\_\_.

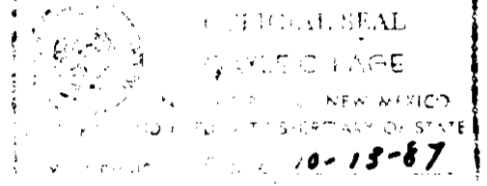
My Commission Expires: \_\_\_\_\_  
Notary Public

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 25<sup>th</sup> day of JUNE, 1985

My Commission Expires: 10-13-87 Douglas P. Page  
Notary Public



MEADOWS RESOURCES, INC.,  
a New Mexico Corporation

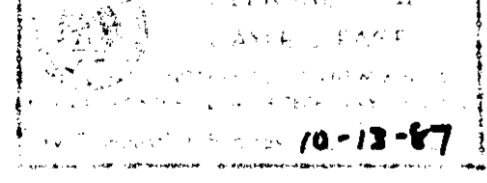
By: Roger C. Rankin  
Roger C. Rankin  
Its Vice President

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 25<sup>th</sup> day of JUNE, 1985

My Commission Expires: 10-13-87 Douglas P. Page  
Notary Public



ELISIA PARTNERSHIP,  
a New Mexico General Partnership

By: Henry Pick, William S. Pick  
Henry Pick,  
General Partner  
William S. Pick,  
General Partner

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the persons noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

BOARD OF EDUCATION, CITY OF SANTA FE

Edward A. Ortiz  
Edward A. Ortiz, Superintendent

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: May 1989 Norma Olson  
Notary Public

NEW MEXICO STATE HIGHWAY DEPARTMENT

L.A. Larranaga  
L.A. Larranaga, Chief Highway Administrator

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

Dr. Joe L. Hernandez  
Dr. Joe L. Hernandez

NOTARY:

STATE OF New Mexico )  
COUNTY OF Santa Fe ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

Dr. William R. Herrera  
Dr. William R. Herrera

NOTARY:

STATE OF New Mexico )  
COUNTY OF Santa Fe ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

My Commission Expires: 6/14/89 Norma Olson  
Notary Public

APPROVAL

CITY OF SANTA FE, NEW MEXICO

APPROVED ON March 3, 1986, BY: Hilbert J. ...  
CITY ENGINEER

APPROVED ON March 3, 1986, BY: Harry ...  
CITY PLANNER

APPROVED BY:  
THE SANTA FE PLANNING COMMISSION AT ITS MEETING OF September 16, 1985

CHAIRMAN: ...  
SECRETARY: ...

ACCEPTED BY:  
THE CITY COUNCIL OF THE CITY OF SANTA FE, NEW MEXICO, AT  
ITS MEETING OF 10/20/85, 1985

MAYOR: ...  
CITY CLERK: ...

SURVEYOR'S CERTIFICATE

I, FRED SANCHEZ, a duly qualified land surveyor, registered under the laws of the State of New Mexico, hereby certify that this plat was prepared by me or under my direct supervision, shows accurate dimensions, land areas, shows all easements shown on recorded plat or made known to me by the owner, utility companies, or other parties expressing an interest, and that this survey meets the minimum requirements for monumentation and surveys of the Santa Fe Subdivision Ordinance, and that the survey is true and correct to the best of my knowledge and belief.

Fred Sanchez  
FRED SANCHEZ, N.M.L.S. NO. 4078

NOTARY:

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

The foregoing instrument was acknowledged before me a Notary Public in and for said County and State by the person noted in the Affidavit appearing hereon on the 27<sup>th</sup> day of June, 1985

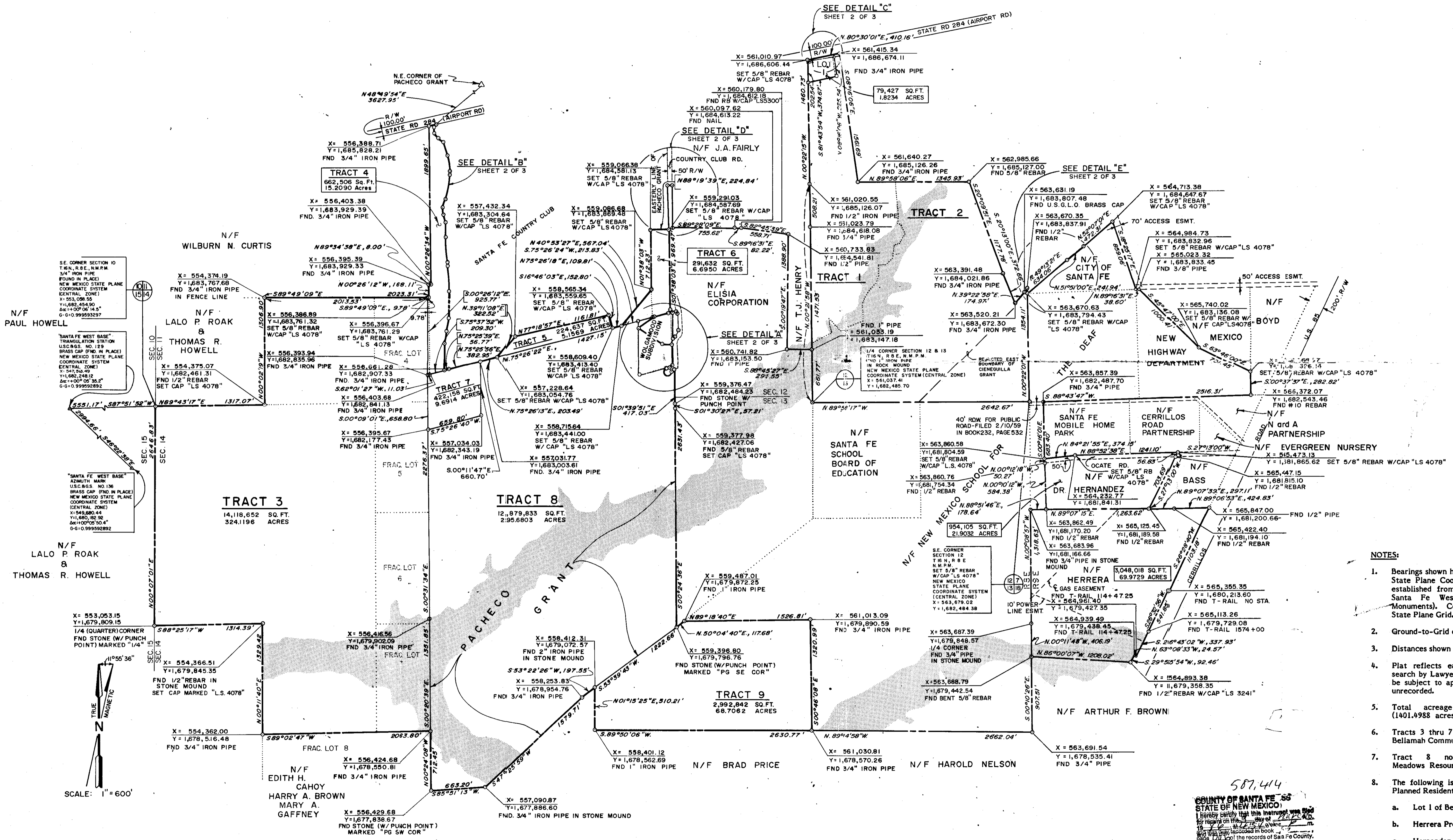
My Commission Expires: 8-24-87 Norma Olson  
Notary Public

587414  
COUNTY OF SANTA FE, N.M.  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed  
for record on the \_\_\_ day of \_\_\_\_\_,  
19\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_  
and was duly recorded in book \_\_\_\_\_  
page \_\_\_\_\_ of the records of Santa Fe County,  
Witness my Hand and Seal of Office  
ANGIE VIGIL PEREZ  
County Clerk, Santa Fe County, N.M.

ANNEXATION PLAT  
FOR  
TRACTS 1 THRU 9  
TIERRA CONTENTA,  
WOLGAMOOD SUBDIVISION  
AND  
CONTIGUOUS LANDS (EAST)

WITHIN  
TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN  
SANTA FE COUNTY, NEW MEXICO  
JUNE 1985

162006



- NOTES:**
- Bearings shown hereon are based on the New Mexico State Plane Coordinate System (Central Zone) as established from "Santa Fe West Tri-Station and Santa Fe West Azimuth Mark" (Brass Cap Monuments). Coordinates shown are New Mexico State Plane Grid.
  - Ground-to-Grid conversion factor = 0.9995934753.
  - Distances shown are ground distances.
  - Plat reflects easements as disclosed by a title search by Lawyers Title of Santa Fe, Inc., and may be subject to appurtenant easements recorded and unrecorded.
  - Total acreage is 64,534,087 square feet (1401.988 acres).
  - Tracts 3 thru 7 and 9 now or formerly owned by Bellamah Community Development.
  - Tract 8 now or formerly owned by Meadows Resources, Inc.
  - The following is not proposed to be zoned to the Planned Residential Community (PRC) Districts:
    - Lot 1 of Bellamah Community Development
    - Herrera Property
    - Hernandez Property

587,414  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed for record in the County Clerk's Office of Santa Fe County, New Mexico, on this 11th day of June, 1985, at 10:00 AM. My term of office expires on the 31st day of December, 1985.  
Witness my Hand and Seal of Office  
Angie Vigil Perez  
County Clerk, Santa Fe County, N.M.



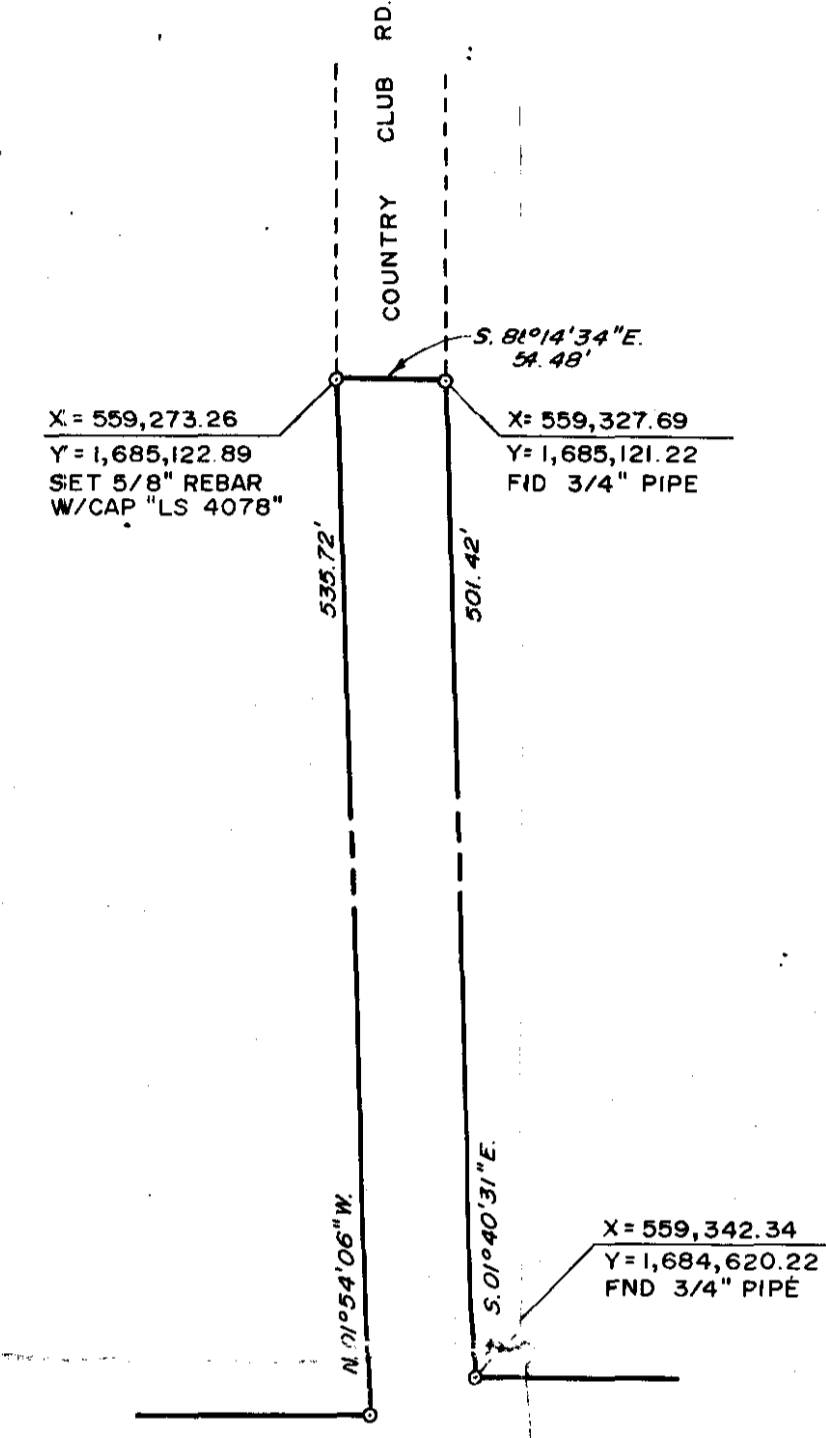
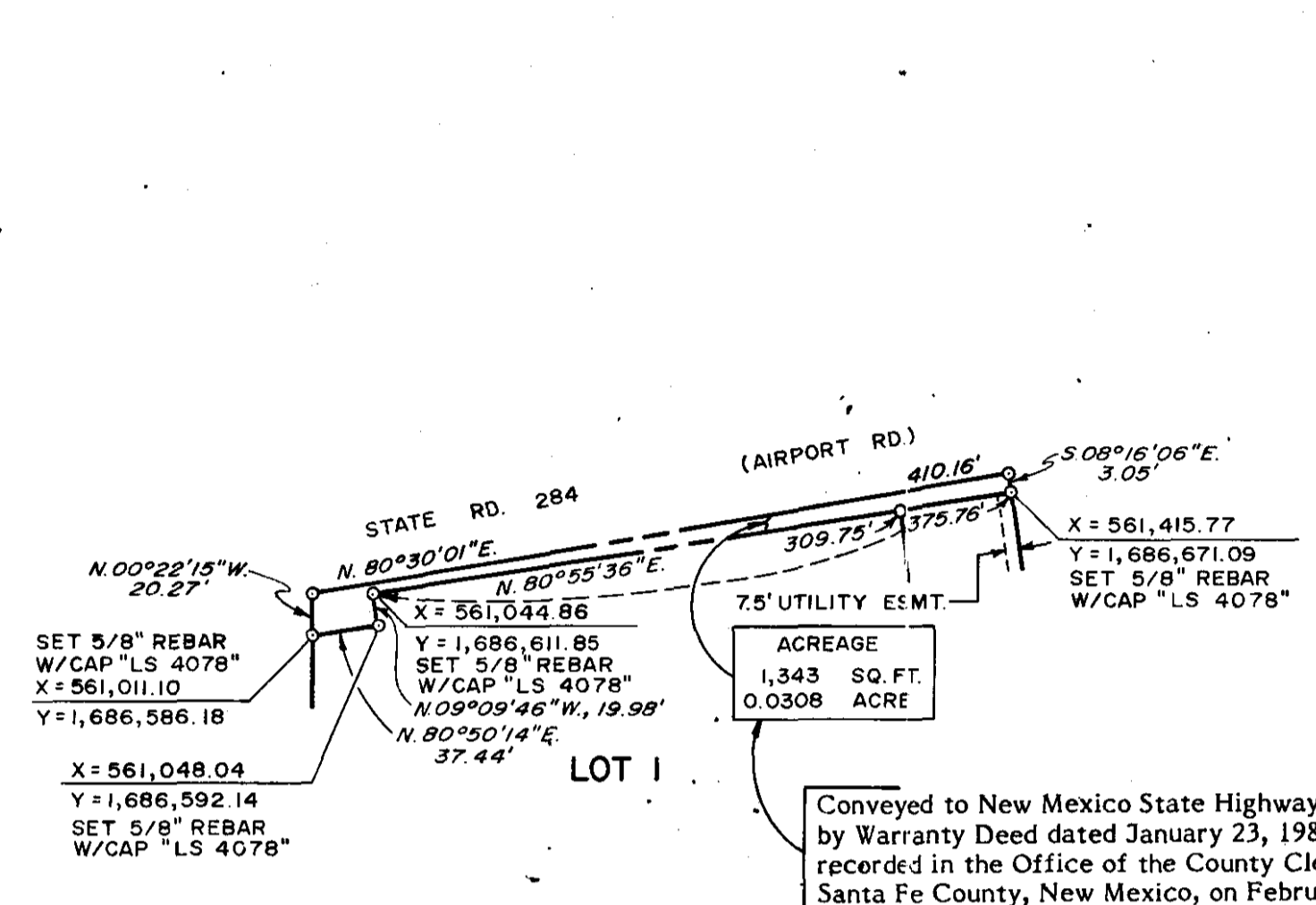
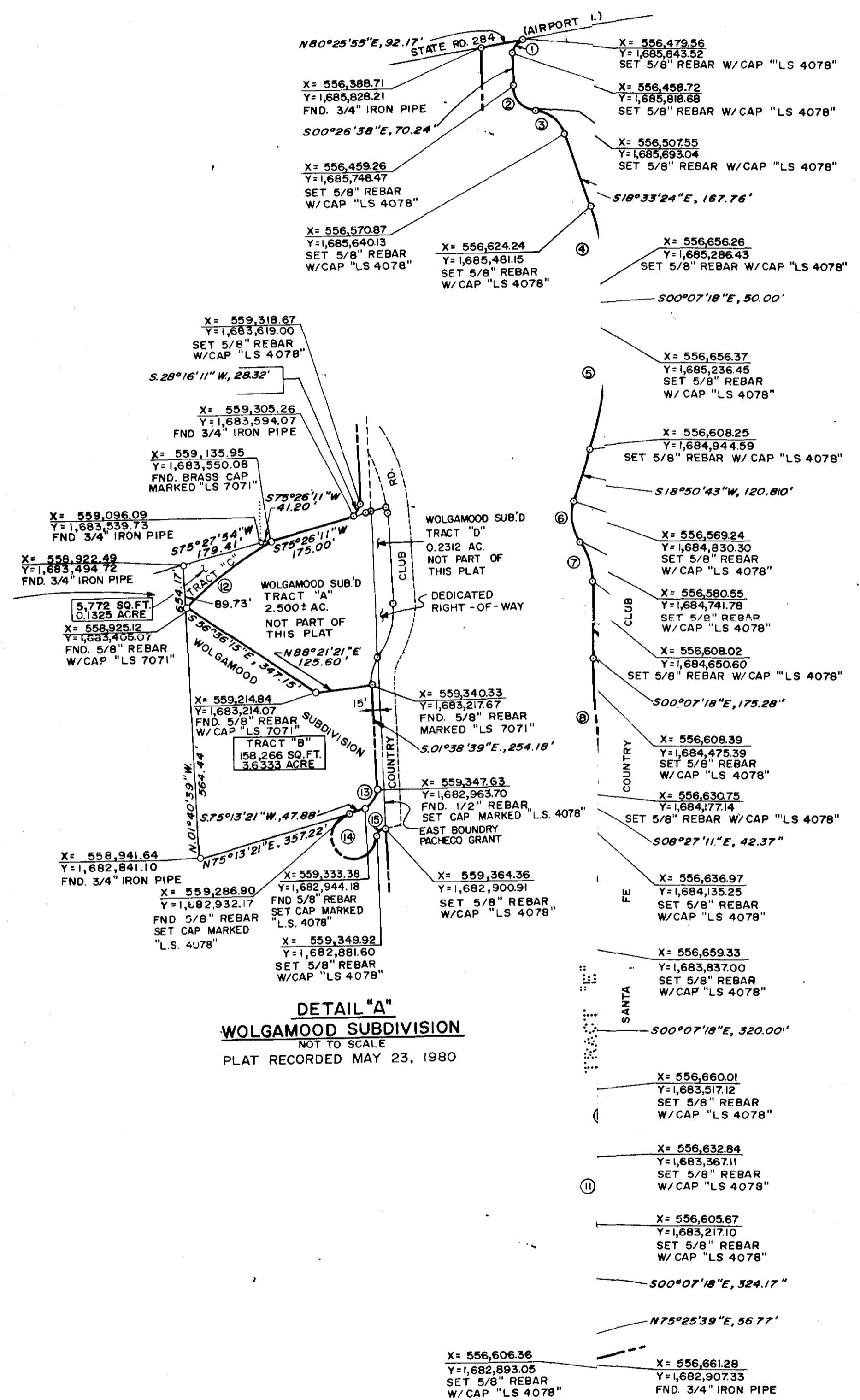
INDICATES APPROXIMATE 100 YR FLOOD PLANE FOR ARROYO DE LOS CHAMISOS NORTH BRANCH ARROYO DE LOS CHAMISOS

SCALE: 1" = 600'

ANNEXATION PLAT  
FOR  
TRACTS 1 THRU 9  
TIERRA CONTENTA,  
WOLGAMOOD SUBDIVISION  
AND  
CONTIGUOUS LANDS (EAST)

162007

WITHIN  
TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN  
SANTA FE COUNTY, NEW MEXICO  
JUNE 1985

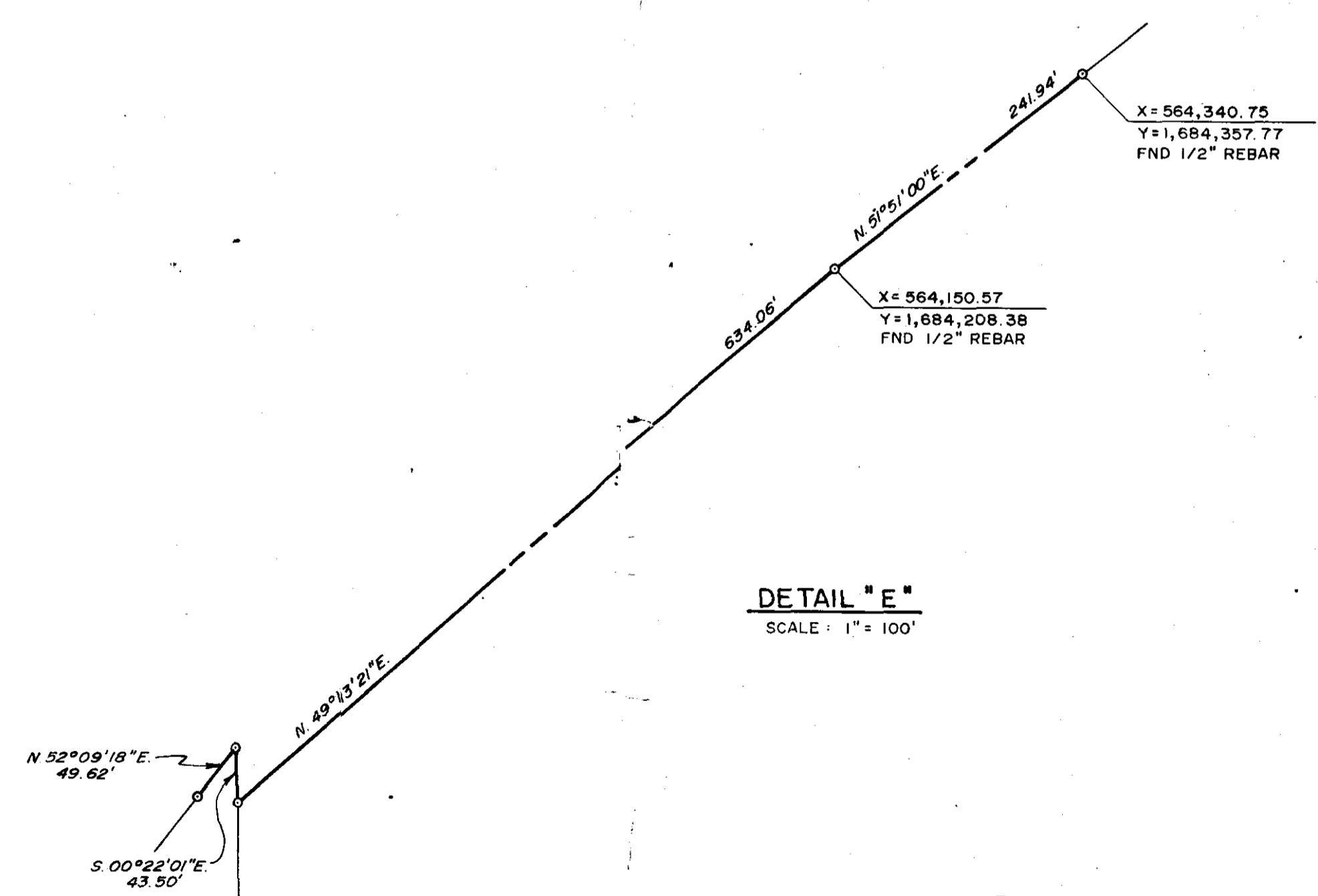


DETAIL "C"  
SCALE: 1" = 100'

DETAIL "B"  
CURVE DATA

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD (Bearing & Distance)
1	25.00'	80° 52' 33"	35.29'	21.31'	S. 39° 59' 38" W., 32.43'
2	56.50'	81° 13' 59"	80.10'	48.45'	S. 41° 03' 38" E., 73.54'
3	78.88'	63° 07' 04"	86.90'	48.45'	S. 50° 06' 56" E., 82.55'
4	616.23'	18° 26' 06"	198.27'	100.00'	S. 09° 20' 21" E., 197.41'
5	897.96'	18° 58' 01"	297.26'	150.00'	S. 09° 21' 42" W., 295.90'
6	101.38'	52° 14' 59"	92.45'	49.72'	S. 07° 16' 47" E., 89.27'
7	166.34'	33° 16' 58"	96.63'	49.72'	S. 16° 45' 47" E., 95.27'
8	2059.49'	08° 19' 53"	299.47'	150.00'	S. 04° 17' 15" E., 299.21'
9	2059.49'	08° 19' 53"	299.47'	150.00'	S. 04° 17' 15" E., 299.21'
10	422.84'	20° 46' 40"	153.34'	77.52'	S. 10° 16' 02" W., 152.50'
11	422.84'	20° 46' 40"	153.34'	77.52'	S. 10° 16' 02" W., 152.50'
12	375.00'	39° 54' 55"	261.24'	136.17'	S. 55° 29' 30" W., 255.97'
13	19.41'	76° 52' 00"	26.04'	15.40'	S. 36° 47' 21" W., 24.13'
14	50.00'	252° 06' 05"	220.00'	68.70'	S. 51° 16' 04" E., 80.85'
15	19.41'	76° 52' 00"	26.04'	15.40'	N. 36° 47' 52" E., 24.13'

DETAIL "D"  
SCALE: 1" = 100'



DETAIL "E"  
SCALE: 1" = 100'

DETAIL "A"  
WOLGAMOOD SUBDIVISION  
NOT TO SCALE  
PLAT RECORDED MAY 23, 1980

DL "B"  
SC: 200'

Conveyed to New Mexico State Highway Department  
by Warranty Deed dated January 23, 1984, and  
recorded in the Office of the County Clerk of  
Santa Fe County, New Mexico, on February 3, 1984.

587,414  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for record on the 18th day of June, 1985,  
at 11:20 o'clock A.M.  
and was duly recorded in Book 112, page 162  
of the records of Santa Fe County.  
Witness my Hand and Seal of Office  
ANGIE VIGIL, PEREZ  
County Clerk, Santa Fe County, N.M.  
*Angie Vigil Perez*  
Deputy

ANNEXATION PLAT FOR TRACTS 1 THRU 9 TIERRA CONTENTA, WOLGAMOOD SUBDIVISION AND CONTIGUOUS LANDS (EAST)

162008

TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN SANTA FE COUNTY, NEW MEXICO JUNE 1985

LEGAL DESCRIPTION FOR EXTERIOR BOUNDARIES OF LANDS TO BE ANNEXED INTO THE LIMITS OF THE CITY OF SANTA FE, NEW MEXICO

Being those certain parcels of land comprising Tracts 3 through 9, TIERRA CONTENTA (FUTURE PHASES) plat of which was filed for record in the Office of the County Clerk of Santa Fe County, New Mexico, January 31, 1985, in Book 148, Pages 042-046, under the control of Bellamah Community Development, a New Mexico General Partnership and Meadows Resources, Inc., a New Mexico Corporation TOGETHER WITH Tracts "A", "B", and "C" of the "WOLGAMOOD SUBDIVISION", plat of which was filed for record in the Office of the County Clerk of Santa Fe County, New Mexico, May 23, 1980, and Tracts 1 and 2 of the Replat of THE 165 ACRE TIERRA CONTENTA, within Section 12, T. 16 N., R. 8 E., N.M.P.M., Santa Fe County, New Mexico, plat of which was filed for record in the Office of the County Clerk of Santa Fe County, New Mexico, July 12, 1984, in Book 142, Page 042, under the control of Bellamah Community Development, a New Mexico General Partnership; TOGETHER WITH Portions of Sections 12 and 13, T. 16 N., R. 8 E., N.M.P.M. under the control of the Elisia Partnership, a New Mexico General Partnership; a Northerly Portion of Section 13, T. 16 N., R. 8 E., N.M.P.M. under the control of The City of Santa Fe Board of Education; an Easterly Portion of Section 13, T. 16 N., R. 8 E., N.M.P.M. under the control of the New Mexico School for the Deaf; a Southwesterly portion of Section 7, T. 16 N., R. 9 E., N.M.P.M. under the control of the New Mexico School for the Deaf; a Westerly Portion of Section 18, T. 16 N., R. 9 E., N.M.P.M. under the control of the New Mexico School for the Deaf; a Portion of the N.W. 1/4 of the S.W. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. under the control of the City of Santa Fe, New Mexico; a Portion of the S.E. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. under the control of the New Mexico State Highway Department; a Westerly Portion of Section 18, T. 16 N., R. 9 E., N.M.P.M. under the control of Dr. Joe L. Hernandez; a Westerly Portion of Section 18, T. 16 N., R. 9 E., N.M.P.M. under the control of Dr. William Herrera; Tract A of above-mentioned Wolgamoood Subdivision under the control of Kenneth Prater; All of which lands are located West of Cerrillos Road and generally South of Airport Road in Santa Fe County, New Mexico, and the exterior boundaries of said lands now being more particularly described by metes and bounds survey as follows:

BEGINNING at the most Northerly corner of above-mentioned TIERRA CONTENTA (FUTURE PHASES), a 5/8" rebar surmounted with a cap marked "LS 4078", being 1) a point on the Southerly right-of-way line of New Mexico State Road No. 284 also known as Airport Road, and 2) the corner common to the Northwest corner of "Santa Fe Country Club" and the Northeast corner of Tract 4, TIERRA CONTENTA (FUTURE PHASES), whence, the U.S.G.L.O. Brass Cap marking the Northeast corner of the Pacheco Grant bears N. 48° 49' 54" E., 3627.95 feet distance; thence,

Continuing along the Easterly line of said Tract 4, TIERRA CONTENTA (FUTURE PHASES) common with the Westerly line of the "Santa Fe Country Club" through the following courses (all monumented with a 5/8" rebar surmounted with a cap marked "LS 4078"):

Southwesterly, 35.29 feet distance along said "Common Line" along the arc of a curve bearing to the left (said arc having a radius of 25.00 feet, a central angle of 80° 52' 33", and a long chord which bears S. 39° 59' 38" W., 32.43 feet distance) to a Point of Tangency; thence,

S. 00° 26' 38" E., 70.24 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southeasterly, 80.10 feet distance continuing along said "Common Line" along the arc of a curve bearing to the left (said arc having a radius of 36.50 feet, a central angle of 81° 13' 59", and a long chord which bears S. 41° 03' 38" E., 73.54 feet distance) to a Point of Reverse Curvature; thence,

Southeasterly, 86.90 feet distance continuing along said "Common Line" along the arc of a curve bearing to the right (said arc having a radius of 78.88 feet, a central angle of 63° 07' 04", and a long chord which bears S. 50° 06' 56" E., 82.55 feet distance) to a Point of Tangency; thence,

S. 18° 33' 24" E., 167.76 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southeasterly, 198.27 feet distance continuing along said "Common Line" along the arc of a curve bearing to the right (said arc having a radius of 616.23 feet, a central angle of 18° 26' 06", and a long chord which bears S. 09° 20' 21" E., 197.41 feet distance) to a Point of Tangency; thence,

S. 00° 07' 18" E., 50.00 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southwesterly, 297.26 feet distance continuing along said "Common Line" along the arc of a curve bearing to the right (said arc having a radius of 897.96 feet, a central angle of 18° 58' 01", and a long chord which bears S. 09° 21' 42" W., 295.90 feet distance) to a Point of Tangency; thence,

S. 18° 50' 43" W., 120.80 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southeasterly, 92.45 feet distance continuing along said "Common Line" along the arc of a curve bearing to the left (said arc having a radius of 101.38 feet, a central angle of 32° 14' 58", and a long chord which bears S. 07° 16' 47" E., 89.27 feet distance) to a Point of Reverse Curvature; thence,

Southeasterly, 96.63 feet distance continuing along said "Common Line" along the arc of a curve bearing to the right (said arc having a radius of 166.34 feet, a central angle of 33° 16' 58", and a long chord which bears S. 16° 45' 47" E., 95.27 feet distance) to a Point of Tangency; thence,

S. 08° 27' 11" E., 42.37 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southeasterly, 299.47 feet distance continuing along said "Common Line" along the arc of a curve bearing to the right (said arc having a radius of 2059.49 feet, a central angle of 08° 19' 53", and a long chord which bears S. 04° 17' 15" E., 299.21 feet distance) to a Point of Tangency; thence,

S. 00° 07' 18" E., 320.00 feet distance continuing along said "Common Line" to a Point of Curvature; thence,

Southwesterly, 153.34 feet distance continuing along said "Common Line" along the arc of a curve bearing to the left (said arc having a radius of 422.84 feet, a central angle of 20° 46' 40", and a long chord which bears S. 10° 16' 02" W., 152.50 feet distance) to a Point of Reverse Curvature; thence,

Southwesterly, 153.34 feet distance continuing along said "Common Line" along the arc of a curve bearing to the left (said arc having a radius of 422.84 feet, a central angle of 20° 46' 40", and a long chord which bears S. 10° 16' 02" W., 152.50 feet distance) to a Point of Tangency; thence,

S. 00° 07' 18" E., 324.17 feet distance continuing along said "Common Line" to the Southeast corner of above-mentioned Tract 4, TIERRA CONTENTA (FUTURE PHASES) being common with the Southwest corner of above-mentioned "Santa Fe Country Club" and being also a point on the Northerly line of Tract 7, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 75° 25' 39" E., 56.77 feet distance along the line common to the "Santa Fe Country Club" and the Northerly line of said Tract 7, TIERRA CONTENTA (FUTURE PHASES) to a Point (a 3/4" iron pipe); thence,

N. 75° 25' 56" E., 382.95 feet distance along the line common to the Southerly line of the "Santa Fe Country Club" and the Northerly line of the aforementioned Tract 7, TIERRA CONTENTA (FUTURE PHASES) to a Point (3/4" iron pipe) being the Northeast corner of said Tract 7, TIERRA CONTENTA (FUTURE PHASES) and a Northwesterly corner of Tract 8, TIERRA CONTENTA (FUTURE PHASES); thence,

N. 75° 26' 13" E., 203.49 feet distance along the line common to the Southerly line of the "Santa Fe Country Club" and a Northerly line of Tract 8, TIERRA CONTENTA (FUTURE PHASES) to a point common with the most Westerly corner of Tract 5, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078") (described and designated in the following paragraph); thence,

N. 39° 11' 08" E., 322.52 feet distance along the Southerly line of said "Santa Fe Country Club" common with a Northerly line of Tract 5, TIERRA CONTENTA (FUTURE PHASES) to the Northwest corner of said Tract 5, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 77° 18' 57" E., 1161.81 feet distance continuing along said "Common Line" to the Northeast corner of said Tract 5, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

S. 16° 46' 03" E., 152.80 feet distance continuing along said "Common Line" to the Southeast corner of said Tract 5, TIERRA CONTENTA (FUTURE PHASES) being also a point on the Northerly line of aforementioned Tract 8, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 75° 26' 18" E., 109.81 feet distance continuing along said "Common Line" to the most Westerly corner of Tract 6, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 40° 53' 27" E., 567.04 feet distance continuing along said "Common Line" to a point on the Westerly line of said Tract 6, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 01° 38' 03" W., 712.23 feet distance continuing along said "Common Line" to the Northwest corner of said Tract 6, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 88° 19' 39" E., 224.84 feet distance continuing along said "Common Line" to the Northeast corner of said Tract 6, TIERRA CONTENTA (FUTURE PHASES), (a 5/8" rebar surmounted with a cap marked "LS 4078") being a point on the Easterly line of the Pacheco Grant, common with the Westerly right-of-way line of Country Club Road and common to the Southeast corner of "Santa Fe Country Club"; thence,

N. 01° 54' 06" W., 535.72 feet distance along the Easterly line of the Pacheco Grant common with the Westerly right-of-way line of Country Club Road and the Easterly line of the "Santa Fe Country Club" to a Point (a 5/8" rebar surmounted with cap marked "LS 4078"); thence,

S. 88° 14' 34" E., 54.48 feet distance across Country Club Road to a point on its Easterly right-of-way line (found 3/4" iron pipe); thence,

S. 01° 40' 31" E., 501.42 feet distance along the Easterly right-of-way line of Country Club Road to a Point, being the Northwest corner of Lands of the Elisia Partnership (a 3/4" pipe); thence,

S. 89° 28' 09" E., 755.62 feet distance along the Northerly line of Lands of the Elisia Partnership to a Point (a nail); thence,

S. 89° 16' 31" E., 82.22 feet distance continuing along the Northerly line of Lands of the Elisia Partnership to a Point (a rebar with cap marked "LS 5300"); thence,

S. 88° 45' 27" E., 291.55 feet distance to a point on the Westerly line of aforementioned Replat of the "Plat of 165 Acre TIERRA CONTENTA" (a 1" pipe); thence,

N. 00° 21' 58" W., 1471.53 feet distance along the Westerly line of said "Replat" to a Point on the Southerly right-of-way line of Fairly Road (a 3/4" pipe); continuing thence,

N. 00° 21' 58" W., 508.21 feet distance continuing along the Westerly line of said "Replat" common with the Easterly right-of-way line of Fairly Road to a Point (a 1/2" iron pipe); thence,

N. 00° 22' 15" W., 1460.73 feet distance along the Easterly right-of-way line of Fairly Road to its Point of Intersection with the Southerly right-of-way line of Airport Road, as widened, widened portion conveyed to New Mexico State Highway Department by Warranty Deed dated January 23, 1984, recorded in the Office of the County Clerk of Santa Fe County, New Mexico, February 3, 1984 (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 80° 50' 14" E., 37.44 feet distance along the said Southerly right-of-way line of Airport Road (as widened) to a Point (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 09° 09' 46" W., 19.98 feet distance continuing along said Southerly right-of-way line of Airport Road (as widened) to a Point (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 80° 55' 36" E., 375.76 feet distance continuing along said Southerly right-of-way line of Airport Road (as widened) to the most Northerly corner of the parcel of land herein described (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

S. 08° 16' 06" E., 1561.69 feet distance to a point (a 3/4" iron pipe); thence,

N. 89° 58' 06" E., 1345.93 feet distance to a point (a 5/8" rebar); thence,

S. 20° 09' 51" E., 1177.78 feet distance to an Angle Point (a 3/4" iron pipe); thence,

S. 20° 13' 00" E., 372.66 feet distance to an Angle Point (3/4" iron pipe); thence,

N. 39° 22' 58" E., 174.97 feet distance to a U.S.G.L.O. Brass Cap; thence,

N. 52° 09' 18" E., 49.62 feet distance to an Angle Point (a 1/2" rebar) on the Easterly line of said "Replat"; thence,

S. 00° 22' 01" E., 43.50 feet distance along the Easterly line of said "Replat" to a Point (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 49° 13' 21" E., 634.06 feet distance to a point (a 1/2" rebar) on the Northerly line of Lands of the City of Santa Fe; thence,

N. 51° 51' 00" E., 241.94 feet distance continuing along the Northerly line of Lands of the City of Santa Fe to a Point (a 1/2" rebar); thence,

N. 52° 07' 01" E., 472.31 feet distance continuing along the Northerly line of Lands of the City of Santa Fe to a point on the westerly line of a Seventy (70) foot wide Access Easement (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

S. 18° 25' 17" E., 859.06 feet distance along the Westerly line of a Seventy (70) foot wide Access Easement to a point on the Northerly line of the S.W. 1/4 of the S.W. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. being also a point on the projected Southerly line of a Fifty (50) foot wide Access Easement (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 89° 16' 31" E., 38.60 feet distance along the Northerly line of the S.W. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. to the Northwest corner of the S.E. 1/4 of the S.W. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. (a 3/8" iron pipe) being also the Northwest corner of Lands of the New Mexico State Highway Department and a point on the Southerly line of a Fifty (50) foot wide Access Easement; thence,

S. 45° 47' 00" E., 1000.41 feet distance across a portion of Lands of the New Mexico State Highway Department to a Point (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

S. 63° 46' 00" E., 701.45 feet distance continuing across a portion of Lands of the New Mexico State Highway Department to a point on the Easterly line of the S.E. 1/4 of the S.W. 1/4 of Section 7, T. 16 N., R. 9 E., N.M.P.M. (a 5/8" rebar surmounted with a cap marked "LS 4078"); thence,

N. 89° 07' 39" E., 297.11 feet distance along said Northerly line of Lands N/F of Dr. William Herrera to a Point (a 1/2" rebar); thence,

N. 89° 06' 53" E., 424.83 feet distance continuing along said Northerly line of Lands N/F of Dr. William Herrera to its Point of Intersection with the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) (a 1/2" pipe); thence,

S. 26° 28' 40" W., 1103.18 feet distance along the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) to a Point (a "T" Rail); thence,

S. 26° 32' 56" W., 541.85 feet distance continuing along the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) to a Point (a "T" Rail marked Sta. "11574+00"); thence,

S. 26° 43' 02" W., 337.93 feet distance continuing along the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) to a Point (a "T" Rail marked Sta. "114+47.25"); thence,

N. 63° 08' 33" W., 24.57 feet distance continuing along the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) to a Point (a "T" Rail marked Sta. "114+47.25"); thence,

S. 29° 55' 54" W., 92.46 feet distance continuing along the Westerly right-of-way line of U.S. Highway 285 (also known as Cerrillos Road) to a Point (a 1/2" rebar with cap marked "LS 3241"); thence,

N. 86° 00' 07" W., 1208.02 feet distance to a Point (a 5/8" rebar); thence,

S. 00° 10' 26" E., 907.51 feet distance to a Point (a 3/4" iron pipe); thence,

N. 89° 14' 58" W., 2662.04 feet distance to a Point (a 3/4" iron pipe); thence,

S. 50° 05' 06" W., 2630.77 feet distance along the Southerly line of said Tract 9, TIERRA CONTENTA (FUTURE PHASES) to its Southwest corner (a 1" iron pipe); thence,

N. 01° 15' 25" E., 510.21 feet distance along the Westerly line of said Tract 9, TIERRA CONTENTA (FUTURE PHASES) to its Point of Intersection with the Southeastery line of the Pacheco Grant (a 2" iron pipe in stone); thence,

S. 53° 22' 26" W., 197.55 feet distance along the Southeastery line of the Pacheco Grant to a Point (a 3/4" iron pipe); thence,

S. 47° 25' 59" W., 1579.71 feet distance continuing along the Southeastery line of the Pacheco Grant to a point on the Southerly line of the Pacheco Grant (a 3/4" iron pipe in stone mound); thence,

S. 85° 51' 13" W., 663.20 feet distance along the Southerly line of the Pacheco Grant to a point (a found stone with punch point and marked "PG SW COR"), being 1) the Southwest corner of the Pacheco Grant, and 2) the most Southerly point of the parcel of land herein described; thence,

N. 00° 24' 08" W., 712.45 feet distance along the Westerly line of the Pacheco Grant to a point (a 3/4" iron pipe) being 1) the Southeastery corner of Fractional Lot 7, Section 14, Township 16 North, Range 8 East, New Mexico Principal Meridian, and 2) the Northeast corner of Fractional Lot 8, Section 14, Township 16 North, Range 8 East, New Mexico Principal Meridian; thence,

S. 89° 02' 47" W., 2063.80 feet distance along the line common to the Southerly line of aforementioned Fractional Lot 7 and its Westerly projection, Section 14, Township 16 North, Range 8 East, New Mexico Principal Meridian to a point (a 3/4" iron pipe), being 1) a Southwesterly corner of the parcel of land herein described, 2) the Northwest corner of said Fractional Lot 8, Section 14, and 3) the Southwest corner of the N.E. 1/4 of the S.W. 1/4 of Section 14, Township 16 North, Range 8 East, New Mexico Principal Meridian; thence,

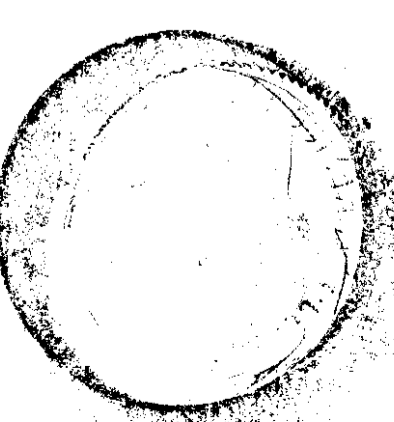
N. 00° 11' 40" E., 1329.42 feet distance along the Westerly line of the aforementioned N.E. 1/4 of the S.W. 1/4 of Section 14 to a point (a 1/2" rebar surmounted with a cap marked "LS 4078" in stone mound) on the Southerly line of the N.W. 1/4 of said Section 14; thence,

S. 88° 25' 17" W., 1314.39 feet distance along the Southerly line of the N.W. 1/4 of said Section 14 to the Quarter Corner common to Sections 14 and 15 (a found stone with punch point and marked "1/4", in mound of stones), Township 16 North, Range 8 East, New Mexico Principal Meridian; thence,

N. 00° 07' 01" E., 2646.83 feet distance along the line common to said Sections 14 and 15 to the Section Corner common to Sections 10, 11, 14 and 15 (a 3/4" iron pipe) Township 16 North, Range 8 East, New Mexico Principal Meridian; thence,

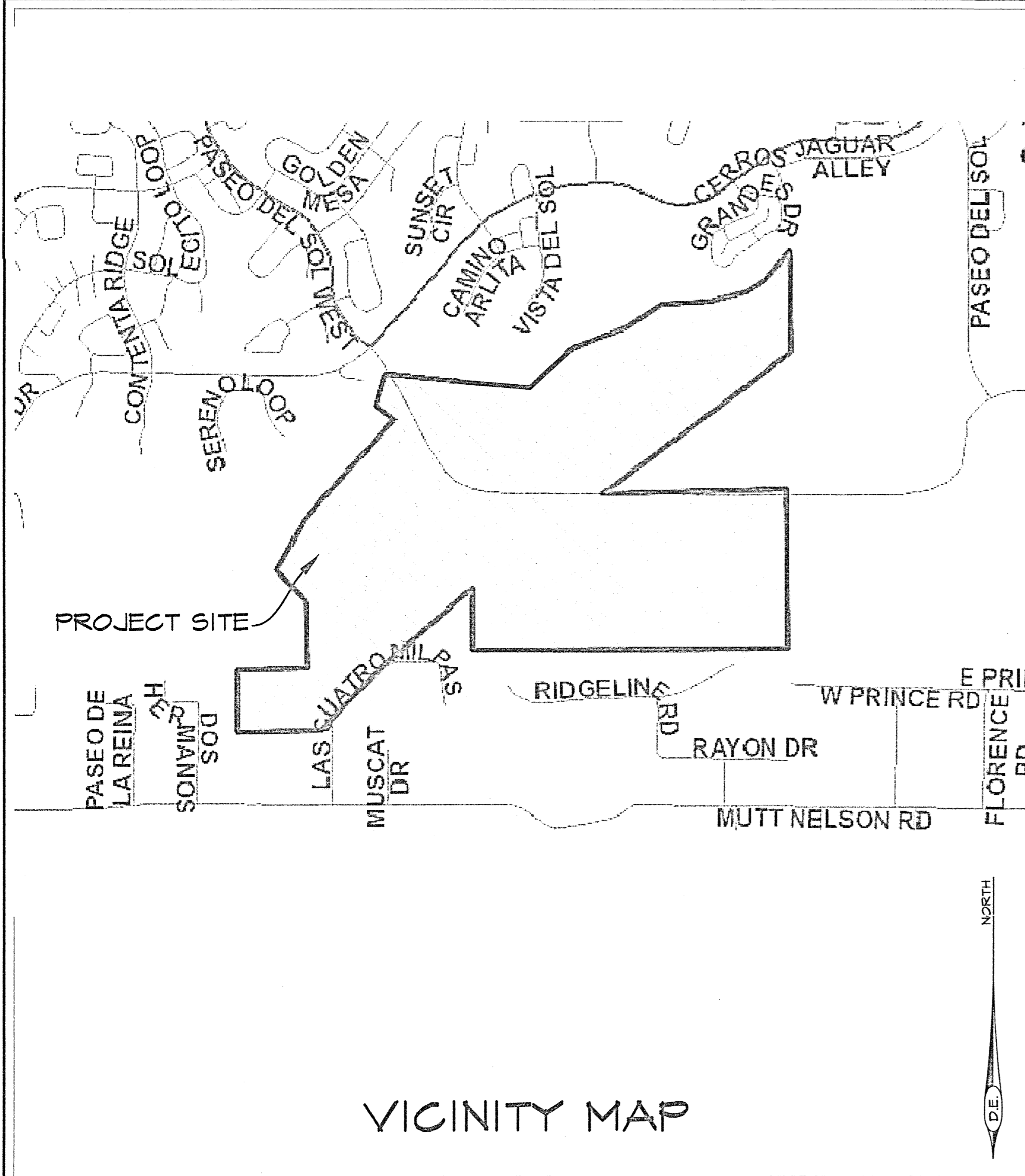
N. 89° 43' 17" E., 1317.07 feet distance along the line common to said Sections 11 and 14 to the Southwest corner of the S.E. 1/4 of the S.W. 1/4 of said Section 11 (a 1/2" rebar surmounted with a cap marked "LS 4078"); thence,

COUNTY OF SANTA FE, N.M. STATE OF NEW MEXICO. This instrument was filed for record in the County of Santa Fe, New Mexico, on this 17th day of June, 1985, at 10:00 AM. The undersigned, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in the County Clerk's Office. Witness: ANGIE WIGIL VENEZ, County Clerk, Santa Fe County, N.M. [Signature]



# TIERRA CONTENTA PHASE 3A MASTER PLAN AMENDMENT #1

SANTA FE, NM 87507  
SECTION 13 & 14, T 16 N, R 8 E, N.M.P.M.



## SHEET LIST

- 1 COVER SHEET
- \* 2 - 5 EXISTING CONDITIONS/TOPOGRAPHY
- \* 6A - 6B APPROVED MASTER PLAN
- 7A - 7C MASTER PLAN AMENDMENT #1, PHASE 3A
- \* 8 ROADWAY SECTIONS
- \* 9 WATER AND SANITARY SEWER MASTER PLAN

\* THESE SHEETS ARE ON FILE IN THE CITY OF SANTA FE PLAT ROOM.

## CITY OF SANTA FE APPROVALS:

APPROVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE AT THEIR MEETING OF OCTOBER 27, 2021 AS CASE #2021-3818.

*[Signature]*  
MAYOR DATE 5/2/2025

ATTEST:  
*[Signature]*  
CITY CLERK DATE 5/5/2025

## REVIEWED BY THE SANTA FE LAND USE DEPARTMENT

*[Signature]*  
CITY PLANNER DATE 5-6-2025

*[Signature]*  
CITY ENGINEER FOR LAND USE DATE 5/6/25

## AFFIDAVIT

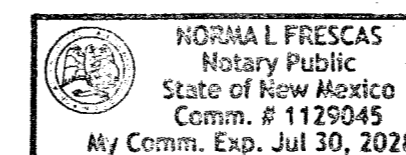
KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNER HAS CAUSED THIS MASTER PLAN AMENDMENT TO BE PREPARED. ALL THAT APPEARS ON THE PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER.

*[Signature]*  
HOMEWISE, INC.

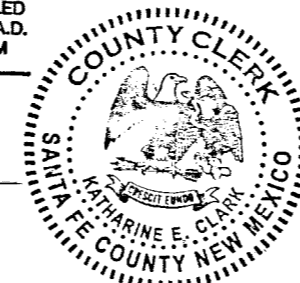
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND SUBSCRIBED BEFORE ME BY Mike Logan ON BEHALF OF HOMEWISE, INC. ON THIS 24 DAY OF April, 2025.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES Jul 30 2028



COUNTY OF SANTA FE #2058445  
STATE OF NEW MEXICO  
I, SS  
HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED  
FOR RECORD ON THE 25 DAY OF MAY A.D.  
2025 AT 10:56 O'CLOCK A.M.  
AND WAS FULLY RECORDED IN BOOK 197  
PAGE 37-38 OF THE RECORDS OF  
SANTA FE COUNTY  
WITNESS MY HAND AND SEAL OF OFFICE  
KATHARINE E. CLARK  
COUNTY CLERK, SANTA FE COUNTY, N.M.



OWNERS:

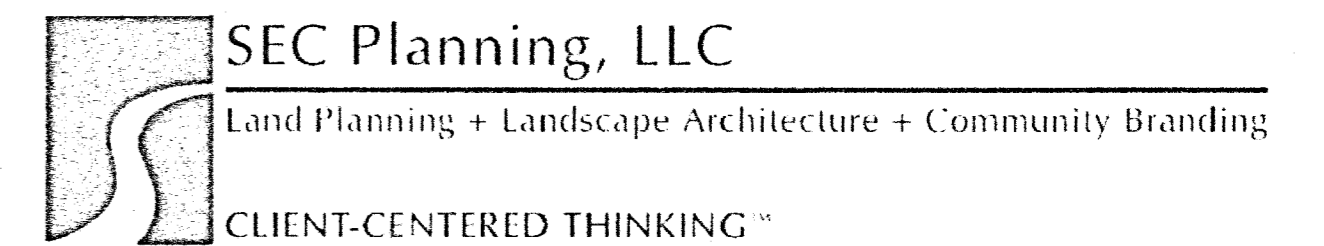
924 -37  
*Tierra Contenta*  
TIERRA CONTENTA CORPORATION  
PMB #220 369 MONTEZUMA  
SANTA FE, NEW MEXICO 87501

CIVIL ENGINEERING:

DESIGN ENGINEUTY



LAND PLANNING:



PLANNING:



SURVEYING:

SANTA FE SURVEYING COMPANY  
P.O. BOX 2919, SANTA FE, N.M. 87504, 1210 LUISA ST. SUITE 8  
PHONE (505)-992-3211, MOBILE (505)-660-2659, FAX (505)-992-9905

JUNE 21, 2021  
REVISIONS

DATE	BY	DATE	BY


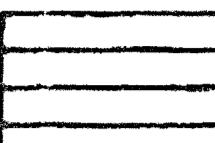

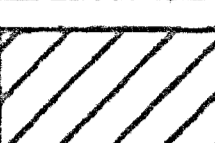
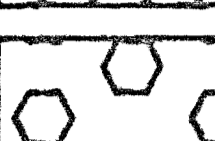
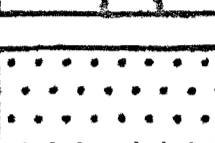



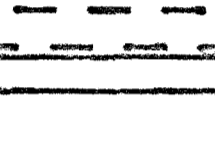

DEVELOPMENT/INFRASTRUCTURE BUILDING PERMIT ADDRESS:

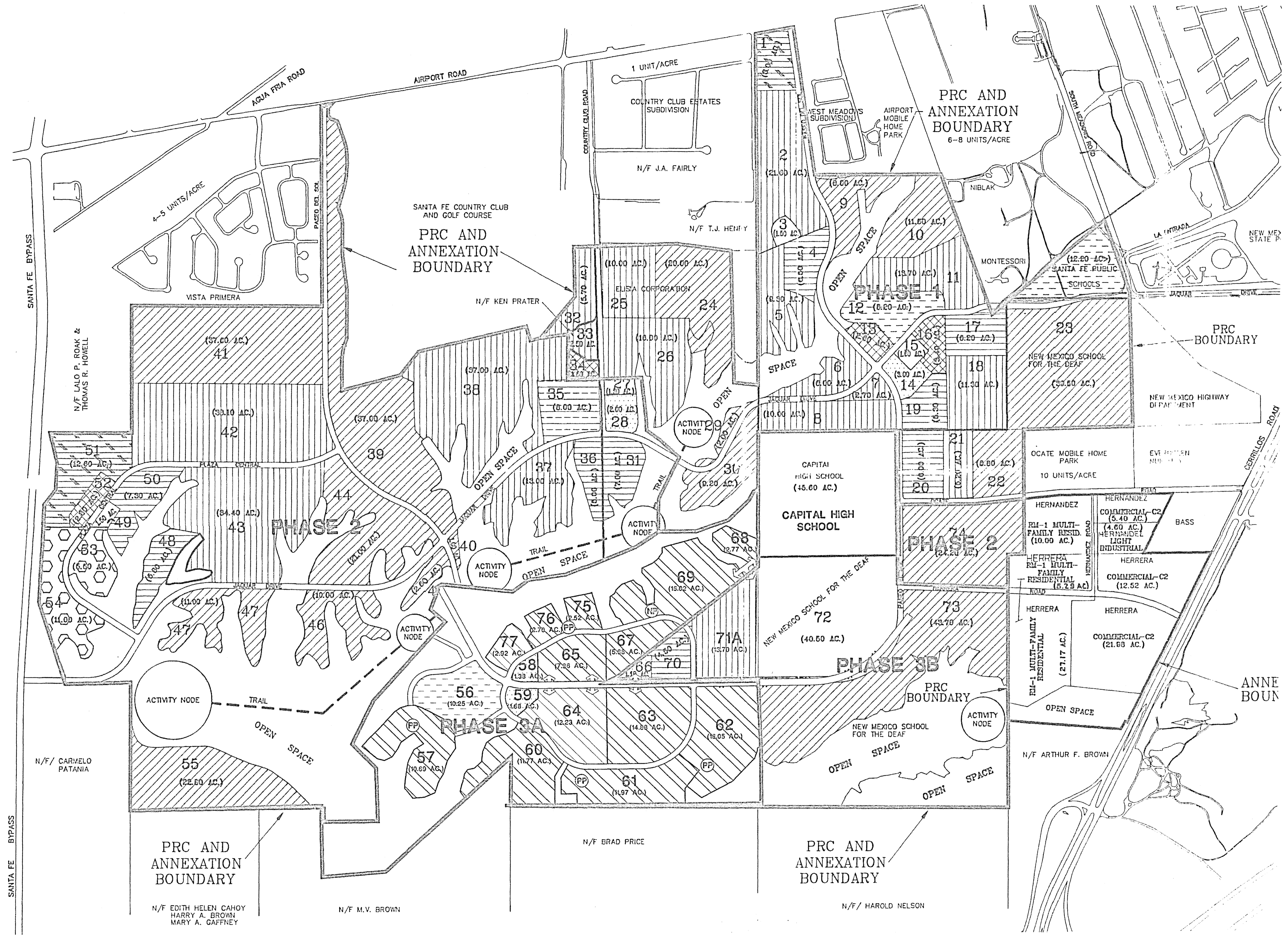
INDEXING INFORMATION FOR COUNTY CLERK

- A) NAME: TIERRA CONTENTA PHASE 3A MASTER PLAN AMENDMENT #1
- A) NAME: TIERRA CONTENTA CORPORATION
- B) SECTION 13 & 14, TOWNSHIP 16 NORTH, RANGE 08 EAST N.M.P.M.

TIERRA CONTENTA PHASE 3A - MASTER PLAN AMENDMENT #1

# LEGEND

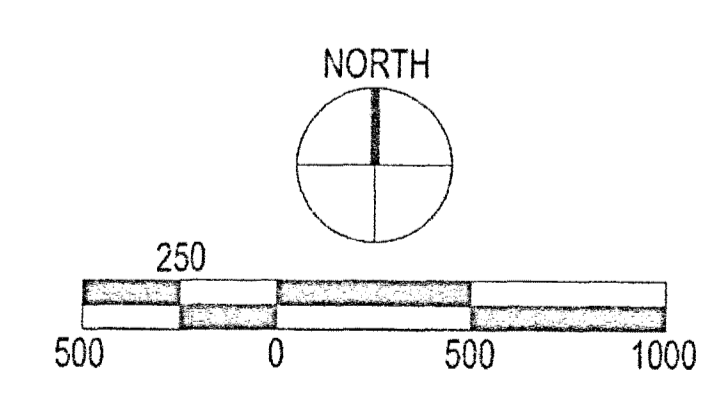
-  MIXED RESIDENTIAL
-  RESIDENTIAL - 10-20 DU/AC. (AVERAGE 17 DU/AC.)
-  RESIDENTIAL - 6-9 DU/AC. (AVERAGE 7.40 DU/AC.)
-  RESIDENTIAL - 1-5 DU/AC. (AVERAGE 4.60 DU/AC.)
-  VILLAGE COMMERCIAL
-  NEIGHBORHOOD COMMERCIAL
-  OFFICE/BUSINESS INCUBATOR
-  COMMUNITY
-  SCHOOL
-  PARK AND OPEN SPACE
-  MAJOR ROADWAYS



**PURPOSE STATEMENT:** THE PURPOSE OF TIERRA CONTENTA MASTER PLAN AMENDMENT #1 IS TO ALTER LAND USES AND RESIDENTIAL DENSITIES IN PHASE 3A ONLY.

TIERRA CONTENTA CORPORATION  
 SEC PLANNING, LLC  
 JENKINS GAVIN, INC.  
 DESIGN ENGINEERY

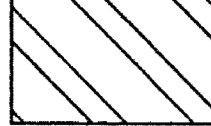
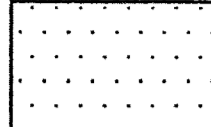




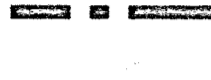



## MASTER PLAN AMENDMENT #1 OVERVIEW

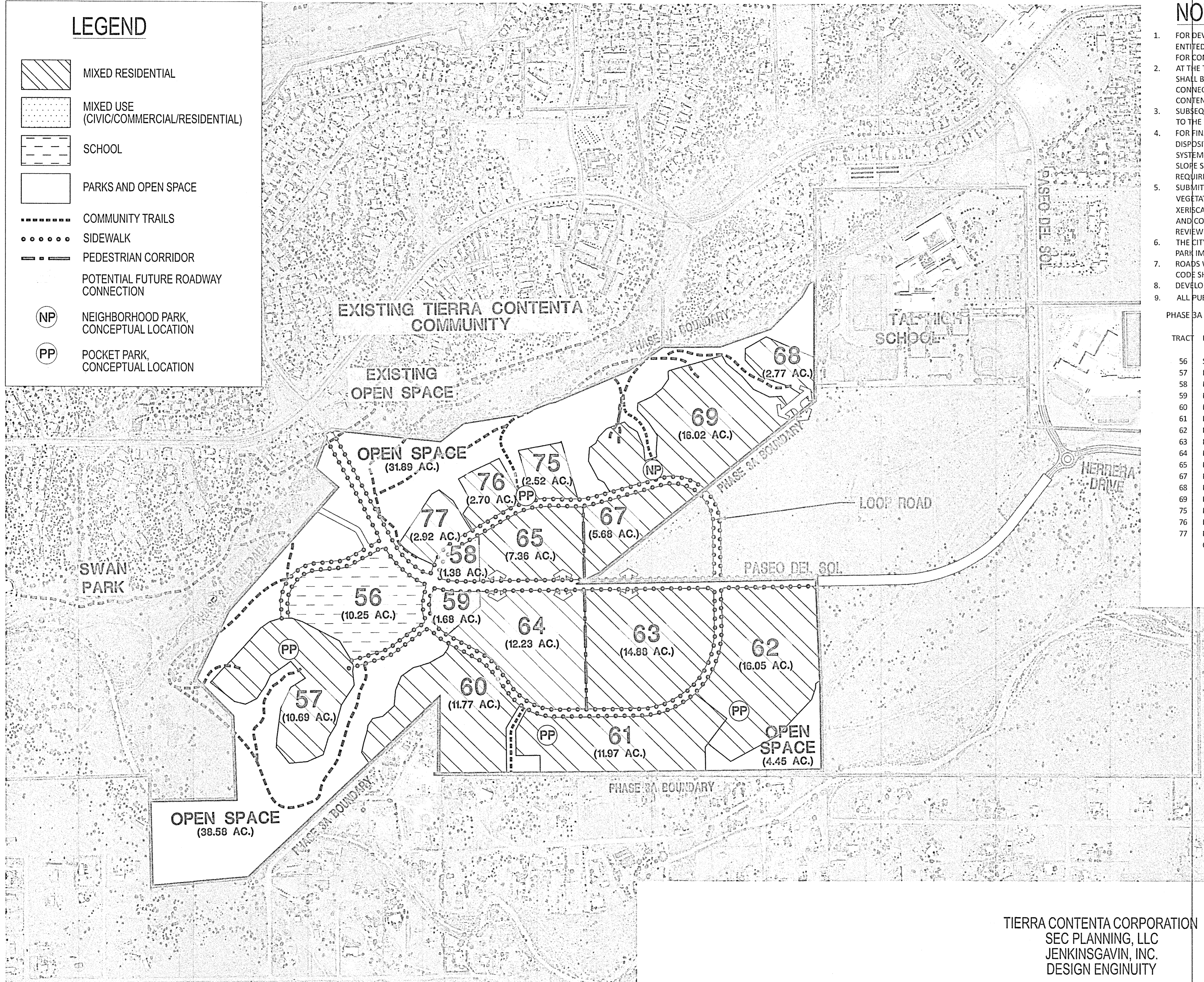


TIERRA CONTENTA  
 PHASE 3A  
 SANTA FE, NEW MEXICO  
 SHEET 7A

924-39

# LEGEND

-  MIXED RESIDENTIAL
-  MIXED USE (CIVIC/COMMERCIAL/RESIDENTIAL)
-  SCHOOL
-  PARKS AND OPEN SPACE
-  COMMUNITY TRAILS
-  SIDEWALK
-  PEDESTRIAN CORRIDOR
-  POTENTIAL FUTURE ROADWAY CONNECTION
-  NEIGHBORHOOD PARK, CONCEPTUAL LOCATION
-  POCKET PARK, CONCEPTUAL LOCATION



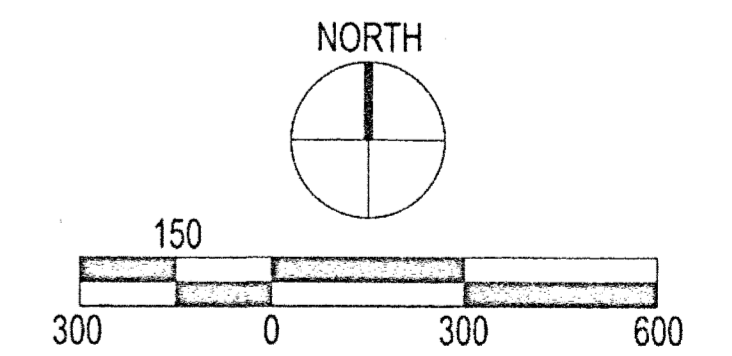
# NOTES:

1. FOR DEVELOPMENT PROGRAM, SEE ABOVE. SEE ALSO RESTATED ANNEXATION AGREEMENT ENTITLED "TIERRA CONTENTA, WOLMAGOOD SUBDIVISION AND CONTIGUOUS LAND (EAST)" FOR CONDITIONS OF DEVELOPMENT.
2. AT THE TIME OF APPLICATION FOR PLAT, A SYSTEM OF APPROPRIATELY SCALED LOCAL ROADS SHALL BE ESTABLISHED WHICH CONNECT OR ARE STUBBED OUT TO PERMIT LATER CONNECTION TO ADJOINING LOCAL ROADS ON PROPERTIES WITHIN OR NEXT TO TIERRA CONTENTA.
3. SUBSEQUENT PLATS SHALL ILLUSTRATE STORM WATER MANAGEMENT SYSTEMS ACCEPTABLE TO THE CITY WHICH INCLUDE FACILITY DESIGN AND MAINTENANCE PROGRAMS.
4. FOR FINAL SUBDIVISION PLATS OR DEVELOPMENT PLANS (IN THE CASE OF MULTI-FAMILY), THE DISPOSITION OF LANDS OVER 30% SLOPE THAT ARE NOT LOCATED IN THE PUBLIC OPEN SPACE SYSTEM SHALL BE CLARIFIED. LANDS OUTSIDE THE OPEN SPACE SYSTEM THAT ARE OVER 30% SLOPE SHALL BE IDENTIFIED AS REMAINING UNDISTURBED PER THE CITY CODE OR AS REQUIRING A VARIANCE.
5. SUBMITTALS SHALL BE PREPARED ON A TRACT BY TRACT BASIS FOR IMPROVEMENT PLANS, VEGETATION PLANS (INCLUDING USE OF NATIVE PLANTS) AND IRRIGATION PLANS (INCLUDING XERISCAPE AND USE OF EFFLUENT WATER) IN PARKS, OPEN SPACE, ROADWAYS, DRAINAGES, AND COMMUNITY FACILITIES. THE CITY PARKS AND PUBLIC WORKS DEPARTMENTS SHALL REVIEW THE SUBMITTALS TO DETERMINE ACCEPTABLE PLANS.
6. THE CITY PARKS DEPARTMENT SHALL RECOMMEND SIZE AND DEVELOPMENT CRITERIA FOR PARK IMPROVEMENTS.
7. ROADS WILL BE CONSTRUCTED CONSISTENT WITH CITY CODE OR VARIANCES FROM THE CITY CODE SHALL BE OBTAINED.
8. DEVELOPMENT WITH THE PRC SHALL COMPLY WITH THE APPROVED DESIGN GUIDELINES.
9. ALL PUBLIC IMPROVEMENTS SHALL COMPLY WITH ALL ADA ACCESSIBILITY GUIDELINES.

### PHASE 3A DEVELOPMENT AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	UNITS	DU/ACRE
56	SCHOOL	10.25	0	0.0
57	MIXED RESIDENTIAL	10.69	49	4.6
58	MIXED USE (CIVIC/COMMERCIAL/RESIDENTIAL)	1.38	21	12.0
59	MIXED USE (CIVIC/COMMERCIAL/RESIDENTIAL)	1.68	21	12.5
60	MIXED RESIDENTIAL	11.77	60	5.1
61	MIXED RESIDENTIAL	11.97	73	6.1
62	MIXED RESIDENTIAL	16.05	107	6.7
63	MIXED RESIDENTIAL	14.88	275	18.5
64	MIXED RESIDENTIAL	12.23	225	18.4
65	MIXED RESIDENTIAL	7.36	150	17.2
67	MIXED RESIDENTIAL	5.68	40	7.0
68	MIXED RESIDENTIAL	2.77	12	4.3
69	MIXED RESIDENTIAL	16.02	85	5.3
75	MIXED RESIDENTIAL	2.52	11	4.4
76	MIXED RESIDENTIAL	2.70	12	4.4
77	MIXED RESIDENTIAL	2.92	34	11.6
	OPEN SPACE	85.65	0	0.0
PHASE 3A TOTALS		216.52	1175	5.3
MAXIMUM PERMISSIBLE UNITS			1500	6.7

# MASTER PLAN AMENDMENT #1



## TIERRA CONTENTA PHASE 3A SANTA FE, NEW MEXICO

SHEET 7B

TIERRA CONTENTA CORPORATION  
SEC PLANNING, LLC  
JENKINS GAVIN, INC.  
DESIGN ENGINEUTY

7B

Tierra Contenta Phase 3A Master Plan Amendment approved by the Santa Fe Governing Body at their meeting of October 27, 2021 as Case #2021-3818.

#	Conditions of Approval
4	Disturbed areas within the open space shall be revegetated to mimic the undisturbed condition.
5	NMSD right-of-way dedications shall be acquired for proposed roads crossing NMSD land.
6	Address all comments and concerns received from Wilson & Company, Inc., Engineers & Architects.
7	Terrain Management shall comply with Section 14-8.2 requirements for Terrain Management, as amended.
14	Design guidelines for development of the water system for the Master Plan Phases, including the Plats, for the Tierra Contenta Master Plan Phase 3A shall require a pre-water design meeting with the City's Water Division prior to submittal of an application to the City for Development
15	Design guidelines for development of the sanitary sewer system for the Master Plan Phases, including the Plat, for the Tierra Contenta Master Plan Phase 3A project, shall require a pre-sewer design meeting with the City's Wastewater Division prior to submittal of an application to the City for Development.
16	Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2015 Section 503.2.1).
20	Incorporate all conditions required for ADA compliance into the Master Plan Guidelines. ADA guidelines shall comply with both Federal and State ADA standards as amended.

THE TIERRA CONTENTA PHASE 3A DESIGN STANDARDS WERE RECORDED IN THE RECORDS OF SANTA FE COUNTY ON May 7<sup>th</sup>, 2025 AS INSTRUMENT # 2058445.

REVISIONS	
DATE	BY

**DESIGN ENGINEER**

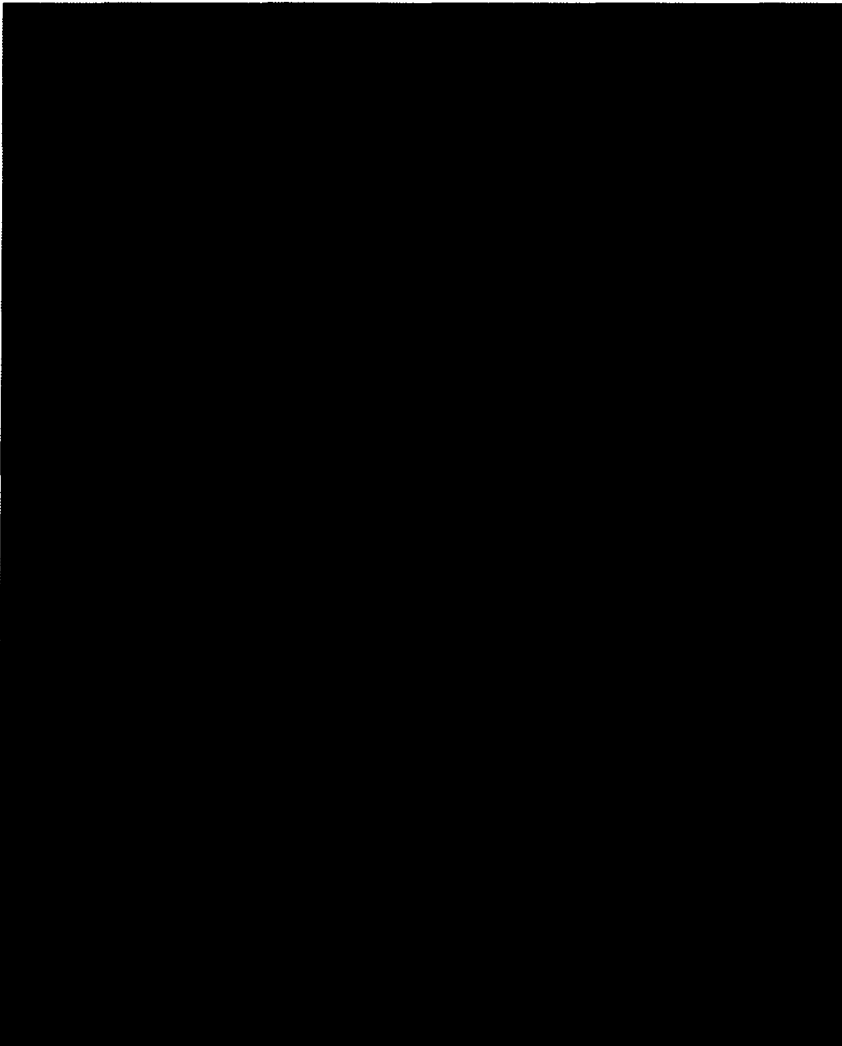
P.O. BOX 9178  
SANTA FE, NEW MEXICO 87504  
(505) 494-9591

**TIERRA CONTENTA - PHASE 3A  
MASTER PLAN AMENDMENT**

**CONDITIONS OF APPROVAL**

SCALE N.T.S.	DWS NO.	DATE 02/13/2025
SHEET NO.		7C

924 50 41



TIERRA CONTENTA  
PHASE 3A  
DESIGN STANDARDS

MARCH 2025

RECORDED 05/07/2025

92442

# TIERRA CONTENTA PHASE 3A DESIGN STANDARDS

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SFC CLERK RECORDED 05/07/2025

# CHAPTER 1: INTRODUCTION

## History of Tierra Contenta

Tierra Contenta is a master planned community located in the southwest part of Santa Fe. Tierra Contenta was originally annexed into the City of Santa Fe (the 'City') in 1985 pursuant to that certain Restated Annexation Agreement (described below), and in 1988, the Santa Fe City Council adopted Planned Residential Community (PRC) zoning in order to develop residential communities in the City. The phased development was in accordance with a master plan (the 'Tierra Contenta Master Plan') developed by Tierra Contenta Corporation ('TCC'), a non-profit corporation created by the City in 1994 to implement the Tierra Contenta Master Plan on behalf of the City. The Tierra Contenta Master Plan was adopted in 1994 and pertained to 1,421 acres of vacant land, of which the City purchased 860 acres. The City-owned land within Tierra Contenta was sold to TCC, who became the master developer of those parcels and is reimbursing the City for the purchase costs of the land. The TCC is charged with ensuring that development in Tierra Contenta occurs in a way that meets the original goals and objectives intended by the City, as well as goals that have emerged since its creation. Additional details of the history of Tierra Contenta can be found at the TCC website: [TierraContenta.org](http://TierraContenta.org). Phase 1 and 2 of the Tierra Contenta Master Plan have been completed. This document applies to the development of Phase 3A, as defined by the Phase 3A Master Plan Amendment (see page 3 for more details).

## How To Use This Document

Within these standards are an introduction to Tierra Contenta, statements of vision and goals, a procedural overview for design review by the Tierra Contenta Architectural Review Committee ('TC ARC'), reference to the development review procedures of the City's Land Use Department, as well as standards for infrastructure, building, and related improvements for Phase 3A (the 'Phase 3A Design Standards' or 'Design Standards'). Designers, builders, reviewers, and others involved in Tierra Contenta are urged to become familiar with the Phase 3A Design Standards and review procedures, as each phase of Tierra Contenta has its own unique set of design standards that apply only to that phase and which have been adopted by the City and previously recorded. The TC ARC will have the responsibility of reviewing development proposals and determining if they meet the requirements of these Design Standards.

In addition to compliance with these Design Standards, developer applicants are responsible for obtaining development approvals and building permits from the City of Santa Fe.

The Phase 3A Design Standards along with the Phase 3A Master Plat (see Exhibit A) form the basis to implement the Phase 3A Tierra Contenta Master Plan, as amended in 2021. Development of the tracts created by the Phase 3A Master Plat are contingent on approval of a subdivision plat and/or a development plan, if applicable, for each tract, in accordance with the amended Tierra Contenta Master Plan, the Phase 3A Design Standards, and relevant City policies and regulations. These Design Standards provide the parameters and development requirements under which the Phase 3A development will take place. These Design Standards shall be binding upon, and inure to the benefit of the City, TCC and its respective successors and assigns who shall expressly assume all rights, duties and obligations of such entity with respect to Phase 3A. An overview of the design review process is provided in Chapter 2 of this document.

SFC CLERK RECORDED 05/07/2025

924 44

City staff and planning officials retain jurisdiction to review, approve, or disapprove development plans and subdivision plats within Tierra Contenta as is more particularly set forth in Chapter 2. Developers who purchase tracts within Phase 3A of Tierra Contenta must first obtain design approval from the TC ARC and then subdivision plat and/or development plan approval from the City. The City will ensure consistency of the application with the approved Phase 3A Master Plan and Plat, these Design Standards, and the City's Development Code.

Once a Development Plan or Subdivision Plat is approved and recorded by the City, permit applications are then submitted to the City for projects in accordance with applicable building permit application policies and procedures where the permit application conforms to the Development Plan or Subdivision Plat for the area in which the development is to take place and complies with applicable city, state and federal regulations.

**Foundational Documents**

There are several documents that these design standards are built upon and with which they must be consistent. The key documents underlying them are:

*Tierra Contenta Annexation Agreement:* Although 1,319 acres of Tierra Contenta were originally annexed into the City of Santa Fe in 1985, the Agreement was restated in 1994 to incorporate the terms of the newly adopted Tierra Contenta Master Plan. The 'Restated Annexation Agreement, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands' (filed in the Records of Santa Fe County Clerk as Instrument #1122756) was entered into between the City, TCC, and all property owners at the time of its execution in 1994. The Agreement details how the properties under the Agreement will be developed, what lands will be dedicated for public use, how City services will be extended to serve the development, and other aspects of the annexation.

*Tierra Contenta Master Plan:* The Tierra Contenta Master Plan was adopted in 1994 and provides a detailed framework for how the Tierra Contenta lands are to be developed. It establishes the phases of development and identifies supporting infrastructure including roads, schools, commercial areas, open space and trails approach among others. These Design Standards have been created for the Phase 3A development based on the Master Plan.

The Tierra Contenta master-planned community is intended to create a safe mixed-income community with walkable neighborhoods, easy access to opens space and nature, and to local-serving businesses. The Tierra Contenta Master Plan envisioned neighborhood centers designed to provide goods, services and employment opportunities to the resident population on a small scale. The location of school sites is also an important element of the Plan.

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Phase 3A Master Plan Amendment: The Tierra Contenta Master Plan was amended in 2021 to make adjustments to development tracts in Phase 3A. Phase 3A includes only TCC-owned lands within the final phase of Tierra Contenta, totaling 222.84 acres. The remainder of land in Phase 3 ("Phase 3B") is owned by the New Mexico School for the Deaf, and there are no plans to develop Phase 3B at this time. The initiation of Phase 3A required an amendment to the approved Tierra Contenta Master Plan, which was approved by the Santa Fe City Council on October 27, 2021. The purpose of Tierra Contenta Master Plan Amendment #1 was to revise land uses and residential densities in Phase 3A to respond to present conditions since market demands have shifted dramatically since the 1994 Master Plan was adopted (Figure 1).

The following table summarizes the proposed land use entitlements for Phase 3A, as approved in Master Plan Amendment #1:

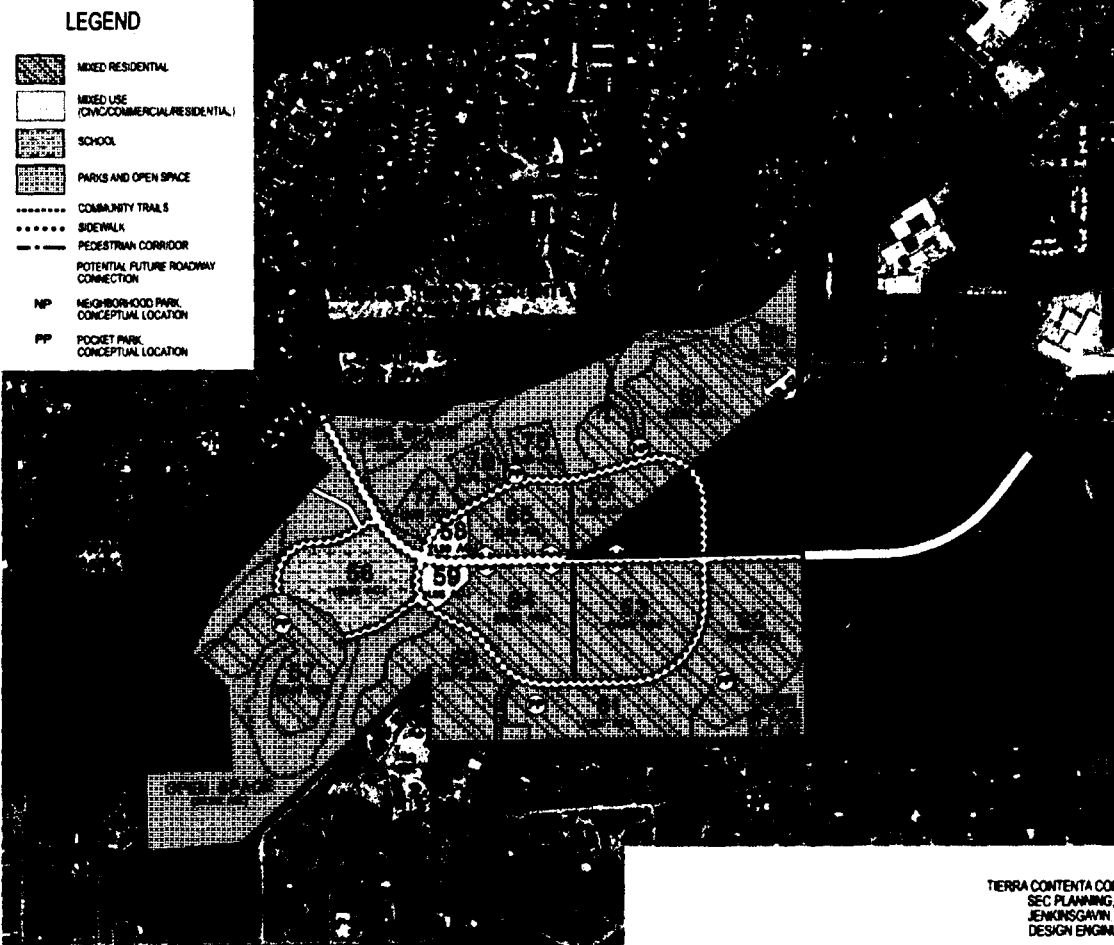
Mixed Residential	127.81 acres	13 tracts	1175 units (minimum)	1500 units (maximum)
Mixed-Use	3.06 acres	2 tracts		
School	10.25 acres	1 tract	—	—
Open Space	85.65 acres	TBD	—	—

In response to City and neighborhood feedback on previous phases, a fresh approach has been taken for the Phase 3A Design Standards. All residential tracts are designated as 'Mixed Residential' to emphasize that a mixture of housing types is desired. An overall increase in density / maximum residential units is intended to encourage and facilitate the creation of a diversity of housing types. Minimum unit counts are assigned per development tract, and a 'density bank' is established and implemented through a Bonus Program to provide incentives to support the affordable housing goals and to incentivize a greater diversity of housing types and innovative sustainability measures. Form-based standards define Roadway Typology, Building Typology, and Open Space/Trail Typology. This approach is intended to create a flexible framework that will define how buildings, open spaces, and streetscapes are configured to shape and activate the public realm, create a desirable and livable neighborhood, meet affordability goals, and realize the values and intent of Tierra Contenta.

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Figure 1:



**NOTES:**

1. FOR DEVELOPMENT PROGRAMS NOT ABOVE THE EXISTING ZONING DISTRICTS ACCEPTABLE TO THE CITY UNDER THE CITY ZONING ORDINANCES AND CONTAINING LAND USES THAT ARE NOT PERMITTED BY THE CITY ZONING ORDINANCES.
2. AT THE TIME OF REVIEW FOR PLAT, A SYSTEM OF APPROPRIATELY SCALED LOT AREA SHALL BE ESTABLISHED WHICH CORRELATES LOT AREA WITH THE CITY ZONING ORDINANCES TO DETERMINE LOCAL ROAD OR HIGHWAY WITHIN OR NEAR TO TRACT BOUNDARIES.
3. SUBSEQUENT PLANS SHALL ALLOW TRACT LEVELS MANAGEMENT SYSTEMS ACCEPTABLE TO THE CITY UNDER THE CITY ZONING ORDINANCES AND CONTAINING LAND USES THAT ARE NOT PERMITTED BY THE CITY ZONING ORDINANCES.
4. FOR TRACT SUBSEQUENT PLANS OF DEVELOPMENT PLANS BY THE CASE OF MULTI-FAMILY, THE DISPOSITION OF LOTS OVER 10% SLOPE THAT ARE NOT LOCATED IN THE PUBLIC OPEN SPACE SYSTEM SHALL BE ELABORATED. LOTS EXCEPTING THE OPEN SPACE SYSTEM THAT ARE OVER 10% SLOPE SHALL BE COVERED BY AN APPROPRIATELY SCALED PLAN FOR THE CITY CODE OR AS REQUIRED BY A VARIANCE.
5. TRACTS SHALL BE PLANNED ON A TRACT-BY-TRACT BASIS FOR SUBSEQUENT PLANS. VARIANCE PLANS ARE ALLOWED USE OF TRACT PLANS, AND A VARIANCE PLAN INCLUDING ZONING AND USE OF OPEN SPACE TRACTS BY PLOTS, ROADWAYS, DRAINAGES AND UTILITIES SHALL BE THE CITY PLANS AND PUBLIC WORKS DEPARTMENT SHALL REVIEW THE SUBMITTALS TO DETERMINE ACCEPTABLE PLANS.
6. THE CITY PLANS DEPARTMENT SHALL RECOMMEND SIZE AND DEVELOPMENT CRITERIA FOR THIS SUBSEQUENT PLANS.
7. TRACTS SHALL BE CORRELATED TO THE CITY CODE OR VARIANCE FROM THE CITY CODE SHALL BE OBTAINED.
8. DEVELOPMENT WITHIN THE TRACT SHALL COMPLY WITH THE APPLICABLE CITY REGULATIONS.

PHASE 3A DEVELOPMENT AND TRACT DATA

TRACT	LAND USE	NET ACRES	UNITS	SQ. FT.
16	MIXED RESIDENTIAL	10.25	0	0.0
17	MIXED USE (CIVIC/COMMERCIAL/RESIDENTIAL)	1.38	21	22.0
18	MIXED USE (CIVIC/COMMERCIAL/RESIDENTIAL)	1.40	23	24.0
19	MIXED RESIDENTIAL	13.77	80	8.1
20	MIXED RESIDENTIAL	11.67	70	6.1
21	MIXED RESIDENTIAL	16.00	107	6.7
22	MIXED RESIDENTIAL	14.88	79	18.7
23	MIXED RESIDENTIAL	13.25	225	18.8
24	MIXED RESIDENTIAL	7.26	128	17.2
25	MIXED RESIDENTIAL	5.48	40	7.0
26	MIXED RESIDENTIAL	2.77	12	1.3
27	MIXED RESIDENTIAL	16.62	88	9.3
28	MIXED RESIDENTIAL	7.12	11	2.4
29	MIXED RESIDENTIAL	7.70	17	2.4
30	MIXED RESIDENTIAL	2.50	18	2.6
31	MIXED RESIDENTIAL	18.05	10	0.0
	OPEN SPACE			
	PHASE 3A TOTAL	278.52	175	18.1
	UNAPPORTIONED PHASE 3A			0.7

**MASTER PLAN AMENDMENT #1**  
 RECORD  
 NORTH  
 1  
**TERRA CONTENTA CORPORATION**  
**PHASE 3A**  
 SANTA FE, NEW MEXICO  
 SHEET 7B

TERRA CONTENTA CORPORATION  
 SEC PLANNING, LLC  
 JENKINS GAVIN, INC  
 DESIGN ENGINEERING

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Vision

These Design Standards were developed to provide builders, developers, City staff, the general public, and the TCC staff and Board of Directors a common ground from which to view Phase 3A of the project.

VISION

The following purpose statements comprise the vision for Tierra Contenta:

*Create Community*

The primary purpose of the Master Plan and these Design Standards is to facilitate the creation of livable, ecologically sustainable neighborhoods within Tierra Contenta with a mix of housing types affordable to a mixed-income population. Parks, schools, other public facilities, trails, and natural areas will be located and connected so as to encourage residents, pedestrians and cyclists to meet and get to know each other. Through connectivity, the residents and visitors of Tierra Contenta may be able to rediscover the life and vitality of a small town.

*Foster Architectural Variety*

Variety in the architecture of Tierra Contenta is an important characteristic of the community. These standards are intended to produce coherent, pedestrian-friendly neighborhoods, to encourage a mix of housing types/sizes, and foster innovative design. Like the Tierra Contenta Phase 3A Master Plan, these standards apply to all property in Tierra Contenta, Phase 3A, and are intended to provide a measure by which all aspects of improvements – whether for streets, trails, other infrastructure, residences, commercial or civic buildings – are evaluated in comparison to the Tierra Contenta Phase 3A Master Plan.

*Encourage Innovation*

Notwithstanding the specific requirements of these Design Standards and the Santa Fe City Code, the designer, developer, and reviewer are to be guided by the Tierra Contenta vision and goals. Innovative design is encouraged within Tierra Contenta. Therefore, these Design Standards have been written with the intent of balancing the standards necessary for providing a measure of conformance with the flexibility necessary to allow innovation. The vision and goals of Tierra Contenta are provided in the Design Standards to give designers, developers, and reviewers a basis for assessing innovative features that might be proposed, and an exception process for innovative designs that may not meet each and every element of these Design Standards. The TC ARC has the sole discretion to grant exceptions to these Design Standards in order to promote innovation in accordance with the Tierra Contenta vision and goals.

**Development Goals**

The goals of Tierra Contenta are intended to achieve the vision as provided in the Master Plan as well as additional goals identified for this phase of development. The descriptions of goals were developed with the assistance of builders, developers, City staff, and citizen input from public meetings. Goals are targets addressing different aspects of the vision. The goals themselves do not change but the manner in which they are achieved often do. Should a developer identify a different way of achieving one or more goals they are encouraged to propose a new and innovative way to achieve them. Applications to the TC ARC that propose innovative methods should describe them and show how they would achieve the goals listed below:

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## Economic and Housing Affordability Goals:

1. The residential portions of the development are planned and will be marketed to enable the development of mixed-price, mixed-income neighborhoods.
2. At least 40% of units constructed in Phase 3A will be affordable to low- and moderate-income households. These affordable housing units will be distributed as follows among Area Median Income (AMI) ranges:
  - a. 10% households earning 50-65% AMI
  - b. 10% households earning 65-80% AMI
  - c. 10% households earning 80-100% AMI
  - d. 10% households earning 100-120% AMI
3. Residential parcels will be priced to support builders in providing the required affordable housing.
4. The development will generate significant economic development within Santa Fe by generating thousands of design, engineering, and construction jobs. Likewise, it will generate significant increases in the Gross Receipts Tax received by the City of Santa Fe.

## Ecological Sustainability Goals:

1. The development will be designed in a manner that provides a significant amount of visual, usable, multiple-use open space.
2. The development will respect the environment and preserve natural drainageways, steep terrain, and significant vegetation where possible.
3. The residential and commercial buildings will be designed to comply with the highest energy and water conservation codes that apply to their construction.
4. The development will minimize automobile traffic by several means—encouraging walkability through a well-designed network of sidewalks and trails, and advocating for public bus service with an adequate number of stops for all neighborhoods in Phase 3A.
5. The entire development will be designed to encourage maximum feasible on-site retention of stormwater runoff.
6. The development will preserve and protect wildlife corridors.

## Visual and Aesthetic Goals:

1. The development's primary aesthetic goal is to assure attractive, livable neighborhoods.
2. The development will encourage and incentivize a wide variety of housing types.
3. The development will maximize viewsapes of the natural environment.
4. The development will not have a 'cookie cutter' appearance; architectural variation must be emphasized.
5. The development will create inviting and attractive streetscapes.

## Social Goals:

1. The development will provide housing for diverse income segments of Santa Fe.
2. To encourage a socially, ethnically, and economically integrated community, it is important that residents of different incomes live in close proximity to each other so as to encourage contact among residents.

3. Tierra Contenta residents will be able to have pride in their homes, their neighborhoods, and the community as a whole.

Health and Safety Goals:

1. The development will have adequate access for all emergency vehicles.
2. Building construction will follow adopted applicable life-safety codes.
3. The development will be designed in a manner that fosters neighborhood safety by which neighbors can look after each other's houses to reduce crime.
4. The development will have attractive and safe areas for children to play.
5. Utilities and services will be provided in a manner that does not compromise the health and safety of the residents.

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## CHAPTER 2: DESIGN REVIEW PROCESS

The Phase 3A Design Standards along with the Phase 3A Master Plat form the basis to implement the amended Tierra Contenta Master Plan, as amended. Development of the tracts created by the Phase 3A Master Plat will be contingent on approval of a Subdivision Plat and/or a Development Plan, if applicable, for each tract based on compliance with the Tierra Contenta Amended Master Plan, the Phase 3A Design Standards, and relevant City policies and regulations. These Design Standards are structured to give users and reviewers a format, intent, and specific direction for development review and implementation.

### A. General Overview of Review Process

The TC ARC must review and approve the subdivision plats and development plans for each development tract prior to the developer making application to the City. City staff and planning officials retain jurisdiction to review, approve, or disapprove development plans and subdivision plats within Tierra Contenta once they have received initial approval from the TC ARC. The Tierra Contenta Annexation Agreement states that:

*“The City agrees to approve rezoning, preliminary development plans and preliminary subdivision plats for individual tracts within the Property, provided such rezoning, plats and plans conform to the Master Plan and Phasing Plan, the SFCC 1987 as amended, and the provisions of this Agreement. The City agrees to approve final development plans and final subdivision plats that substantially conform to previously approved preliminary plats and plans.”*

### B. The TC Master Plan and Other Controlling Documents

The Phase 3A Master Plat and Design Standards are consistent with the Master Plan, and accordingly, the individual Subdivision Plats and Development Plans for the tracts shall be consistent with the approved Phase 3A Master Plat and Design Standards. Phase 3A Subdivision Plats and Development Plans shall be reviewed and approved by the Planning Commission for individual development tracts. Prior to City review and approval, each Subdivision Plat and Development Plan is subject to review by the TC ARC for compliance with the Master Plan and with the adopted Phase 3A Master Plat and Design Standards. The Tierra Contenta Master Plan (as amended in 2021) and these Phase 3A Design Guidelines supersede, solely with respect to Phase 3A, any inconsistent provisions of the Tierra Contenta Annexation Agreement, as previously amended and restated, or any inconsistent provisions of any other phase-specific Design Standards. Where these Design Standards are silent on an issue, the applicable provisions of the City of Santa Fe Land Development Code shall govern.

### C. Tierra Contenta Review Process

The TC ARC is charged with the responsibility of reviewing and approving certain design aspects of development on the tracts created by TC. These requirements are generally described in these design standards for the specific typologies. As stated in Chapter 1 above, the TC ARC may at its sole discretion grant exceptions to these Design Standards in order to achieve the development goals for the master planned community. Additional details regarding the TC ARC review process are described separately in procedural guidance documents for TC Phase 3A. Within fifteen (15) days after request by any Developer who purchases tracts within 3A or its prospective lender (collectively, a “Tract Owner”), TCC on behalf of itself and on behalf of the TR ARC agrees to execute (or provide written comments to any such proposed estoppel certificate) an estoppel certificate, certifying (i) that these Design Guidelines are in full force and effect (or if there have been modifications, a description of such modifications and that these Design Guidelines

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as modified are in full force and effect); (ii) that to its knowledge, there are no defaults hereunder with respect to the Tract Owner or the tract it is acquiring if that is the case and if it not the case, the nature of such default; (iii) the amount of any unpaid assessments or encumbrances with respect to the Tract Owner or the tract it is acquiring; and (iv) to any other factual information reasonably requested. Any statement delivered pursuant to this Section 2C may be relied upon by any Tract Owner.

D. City of Santa Fe Review Process

Where these Design Standards are silent on an issue, the applicable provisions of the City of Santa Fe Land Development Code shall govern, as specified in Chapter 14 of the Santa Fe City Code (Chapter 14 SFCC), as administered by the City's Planning and Land Use Department. Once TC ARC review has taken place, each developer must make application to the City in accordance with applicable provisions of Chapter 14. Developers are encouraged to engage with City staff early in the planning and design of each tract to ensure proper review procedures are followed. All public improvements shall comply with all ADA accessibility guidelines.

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## CHAPTER 3: ROADWAY TYPOLOGY

Phase 3A will be served via the extension of Paseo del Sol from the current terminus of Paseo del Sol West just south of Jaguar Drive east to the Herrera Drive/Paseo del Sol East roundabout, completing this important roadway connection. In addition, an internal Loop Road will complete the Phase 3A backbone roadway infrastructure, providing access to the development tracts.

The Amended Master Plan identifies potential future roadway connections to adjacent lands, including NMSD property and the Mutt Nelson neighborhood to the south. As the individual tracts are developed, road stub-outs and/or right-of-way dedications are required where connections to existing or potential future roads exist to ensure adequate roadway connectivity in the larger area. In addition, connectivity among the development tracts is a key component of the design intent. Tracts should be designed to connect to adjacent tracts and consider future development potential.

In an effort to provide improved pedestrian amenities and connectivity, the Roadway Typology requires sidewalks on both sides of each of the three street types. Furthermore, in order to address parking shortages experienced in previous phases, on-street parking is proposed on segments of Paseo del Sol and on the Community Loop Road. On-street parking will be encouraged on one side of the Local Streets, which will be constructed within the development tracts. For example, adequate roadway width and strategic driveway placement will support on-street parking.

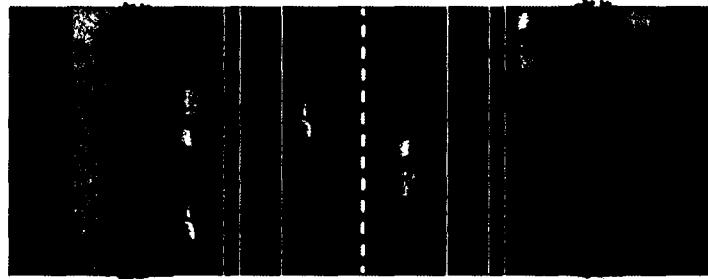
All roads must be developed to the current City engineering standards (e.g. standards for asphalt, subgrade and pavement) and must conform to the roadway typologies presented herein (these roadway typologies may differ from those in the City's Land Development School). Roadway standards are illustrated below by road sections, and their relationship to the buildings are defined with the Building Typology as frontage specifications. In response to feedback from current Tierra Contenta residents, shared driveways are not permitted in Phase 3A. If alley-loaded housing developments are proposed, please refer to the City standards for alleys in Chapter 14 SFCC.

### A. Paseo del Sol

Paseo del Sol is the primary through road connecting Phase 3 to previous phases of Tierra Contenta and to the City's larger roadway network. This roadway is not, however, intended to be a high-speed, multi-lane thoroughfare and is instead designed with traffic calming, pedestrian orientation, and activation of the streetscape as top priorities. No rear-facing building relationships are permissible, and no driveways are allowed from Paseo del Sol, except for the purposes of accessing rear parking for multi-unit residential developments or commercial/mixed use buildings. Sidewalks and bike lanes are included on both sides of the street, and a landscaped median will aid in traffic calming and enhancement of the driver and pedestrian experience. Street trees, per the City's standards, are required, and frontage relationships of buildings are defined in the Building Typology to ensure that Paseo del Sol is an attractive, inviting, and pedestrian-friendly streetscape. TCC will be responsible for constructing the extension of Paseo del Sol from its current terminus at Jaguar Drive to the existing roundabout at Herrera Drive. A cross section and plan view of Paseo del Sol are provided below for illustration (**Figure 2**).

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Figure 2:



Colored bike lane striping per NACTO design standards may be utilized subject to approval of the City Public Works Department.



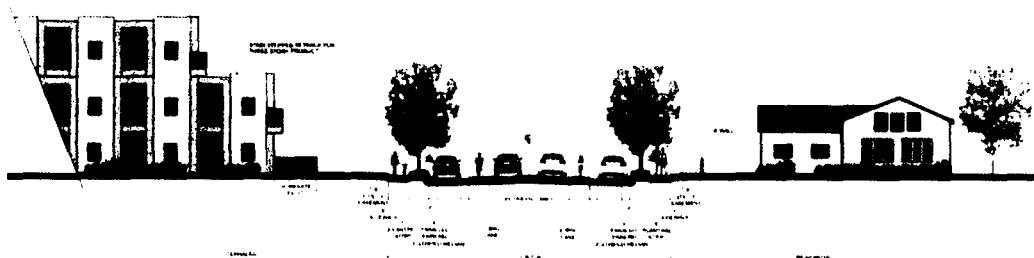
**B. Community Loop Road**

The Community Loop Road provides access to the Phase 3A development tracts from Paseo del Sol. As such, it is a critical piece of the spine infrastructure for Phase 3A. The Community Loop Road is envisioned as a low-speed collector with on-street parking and sidewalks on both sides, along with requisite street trees and plantings. As with Paseo del Sol, no rear facing building relationships are permissible, but driveways are allowed. TCC will be responsible for constructing the Community Loop Road. A cross section and plan view of the Community Loop Road are provided below, for illustration (Figure 3).

Figure 3:



Colored bike lane striping per NACTO design standards may be utilized subject to approval of the City Public Works Department.



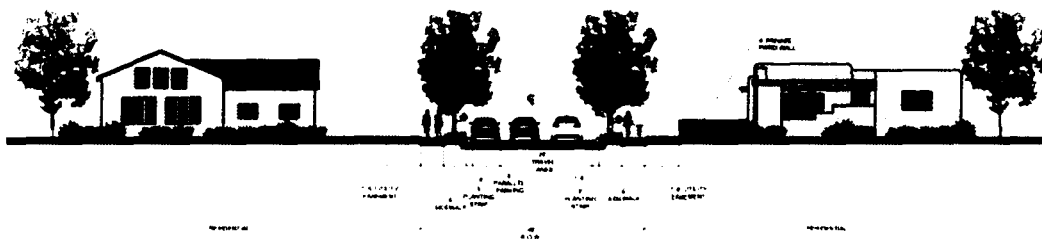
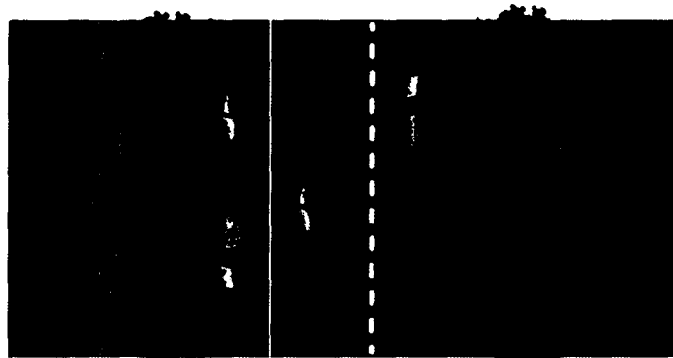
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C. Local Streets

The configuration of Local Streets will be determined as tracts are developed, depending on the program proposed by the developer of that tract.

Sidewalks, street trees, and plantings are required on both sides of the Local Streets, and on-street parking on at least one side is strongly encouraged. In the event on-street parking is not feasible due to driveway proximity, dedicated guest parking areas may be required, subject to TC ARC approval. A conceptual cross section and plan view of a Local Street are provided below, for illustration. The developer of each tract in Phase 3A will be responsible for constructing Local Streets in accordance with the Design Standards described here. Graphics presented here are to be viewed as an example of a Local Street with on-street parking on one side (Figure 4).

Figure 4:



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D. Requirements Specific to Each Roadway Type

The following table and the text that follows it provide specifications and requirements based on the roadway type.

**Table of Roadway Requirements by Street-Type**

	<b>Paseo del Sol</b>	<b>Loop Road</b>	<b>Local Street</b>
Right-of-Way width (feet)	88 feet	65 feet	43 - 49 feet
Sidewalks required min. width (feet)	6 feet	5 feet	5 feet
Planting Strips required min. width (feet)	5 feet	5 feet	5 feet
Bike Lanes required min. width (feet)	5 feet with 2-foot striped median between on-street parking and bike lane	5 feet with 2-foot striped median between on-street parking and bike lane	Sharrows may be warranted subject to approval of the City Public Works Department
Driving Lanes required width (feet)	10.5 feet each way	10 feet each way	10 feet each way
Curb and Gutter width (feet)	2 feet	2 feet	1.5 feet
Center Medians min. width (feet)	Planted median, 14 feet	None	None
Private Driveways allowed	No	Yes	Yes
On-Street Parking required or allowed & min. width (feet)	Yes (on both sides of street), 6 feet	Yes (on both sides of street), 6 feet	Encouraged on one side of street, subject to TC AR approval. 6 feet
Streetscape planting requirements	Refer to Chapter 14 SFCC	Refer to Chapter 14 SFCC	Refer to Chapter 14 SFCC

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E. Traffic Engineering Measures

*Driveway Connections to Public Streets:* The width of the driveway (curb cut) at the right-of-way line of a public street for private driveways shall not be less than twelve feet (12 ft.) or greater than twenty-two feet (22 ft.) in width at the edge of the street pavement. Drive pads between the curb and the right-of-way line must be concrete. Driveway surfacing between right-of-way line and the garage, carport vehicle entrance, or parking pad shall be concrete, asphalt or other hard pavement acceptable to the City. For alley standards, please refer to Chapter 14 SFCC.

*Lot Access:* Every lot does not have to have direct access from a public street. Rather, every lot shall have access that is sufficient to afford a reasonable means of ingress and egress to property for its intended use(s). Please note that no driveways are permitted from Paseo del Sol except where they access multi-family or commercial/civic developments. Pedestrian and/or vehicular connectivity among individual developments along Paseo del Sol is encouraged where feasible and appropriate and subject to the requirements of Chapter 14. Please see the Roadway Typologies for more information.

*Street Connectivity:* One of the basic elements of the TC Master Plan is 'loop roads and connected streets'. This provides a variety of options for traffic traveling into and out of neighborhoods and more evenly distributes traffic flow. Recognizing that there are terrain constraints, the streets in Tierra Contenta are to be designed to minimize the use of cul-de-sacs, dead end streets, and other similar no-exit streets or passages. Where possible, streets are to be laid out to connect adjacent subdivisions and/or neighborhoods without the necessity to use the loop road.

Where streets are stubbed out at connections of roads to be built in the future, the developer is required to provide permanent barricades and 'ROAD CLOSED' signs. In addition, a 24-inch by 36-inch sign stating the following is to be provided: 'THIS ROAD WILL BE CONNECTED TO FUTURE DEVELOPMENT.'

*Landscaping:* Developers shall install a minimum of one tree or three shrubs in the front yard of each single-family lot, with standard warranties. Landscaping on all other lots and parking areas shall be per Chapter 14 requirements.

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## CHAPTER 4: 'MIXED RESIDENTIAL' BUILDING TYPOLOGY

Phase 3A of Tierra Contenta is being developed at a time of unprecedented housing shortage in the City of Santa Fe. In response to the housing shortage, specifically rental housing, a number of apartment buildings have been approved helping to reduce the shortage. However, both in the City and across the nation a limited supply of housing in between detached, single-family for-sale homes and large-scale apartment complexes persists. Phase 3A of Tierra Contenta seeks to increase the supply of a diversity of housing types – what is often referred to as the 'missing middle.' The allowable housing types are described in this section. Mobile homes are not permitted; however, modular homes and prefabricated components may be used if approved by the TC ARC.

The Phase 3A Building Typology identifies typical and appropriate building forms to encourage diversity of housing types, as well as activation of the streetscape. Each building type includes specifications for access and entry, parking, frontage, placement, and massing of building form. Building types are accompanied by simple visual renderings or photos, schematic plans, and sections showing building footprints and frontage relationships. All residential building types are permissible in all Mixed Residential areas. No rear-facing building orientations are permissible for any building type on any roadway type, with the exception of accessory dwelling units facing an alley.

### A. Detached House

A single-family detached house is permitted in Phase 3A and is a detached structure that incorporates one dwelling unit on a single lot with front, rear and side yards. The detached structure must be oriented toward the street, and may be accompanied by one attached or freestanding accessory structure.

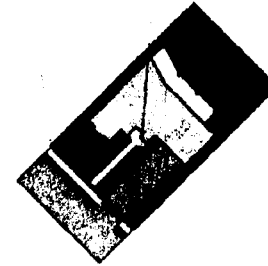
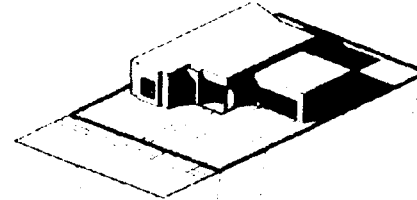
Access and Entry	The principal entry to each dwelling shall face the street frontage and have direct access from a porch/portal, stoop, or private patio. Access for parking, loading, and trash disposal must be from an alley, narrow driveway, ribbon driveway or circular driveway.
Parking	Parking shall be located in garages, carports, or in designated driveways constructed for that purpose. Garages or carports may be attached, detached, or connected by a breezeway. Attached garages or carports shall be set back from street-facing façades by a minimum of 5 feet. Detached and breezeway garages must be located in the side or rear yard. Side yard garage access is permissible when a dual frontage is present.
Frontage	Principal entry must face the street. Must include a portal/porch, stoop, or private patio. May have dual frontage in which there is both front yard and side yard frontage. Front yard may be enclosed with a low yard wall or fence (max 4 ft. high) at the property line. If a side yard frontage is present, a yard wall or fence up to 6 ft. high is permissible at the frontage.

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~~CS#~~ 0124 SOH

**Placement** Front Setback: Min 7 ft. / Max 20 ft.  
Side Setback: Min 5 ft. / Max 10 ft.  
Rear Setback: Min 10 ft.  
Zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from any frontage by at least 20 ft.

**Massing** May be 1 or 2 stories in height. May not exceed maximum height allowed by Chapter 14 SFCC. There are no step-back requirements.



SINGLE FAMILY  
DETACHED

-  Building
-  Outside space
-  Pavement

**B. Accessory Structures**

Accessory structures, including accessory dwelling units, are permitted in Phase 3A and are typically located near the rear of a lot. Accessory structures can be free-standing or attached to a garage or main dwelling unit and can be a stacked, second-floor unit above a garage or main house. They can serve as an accessory dwelling unit, home office space, studio, workshop or other accessory use, as permitted by Chapter 14 SFCC, as amended.

**Access and Entry** The Principal entry to the structure shall be accessed from the side or rear yard or alley. Principal entry to the accessory structure shall not be visually dominant over the principal entry to the main dwelling. Access for parking, loading, and trash disposal must be from an alley or driveway.

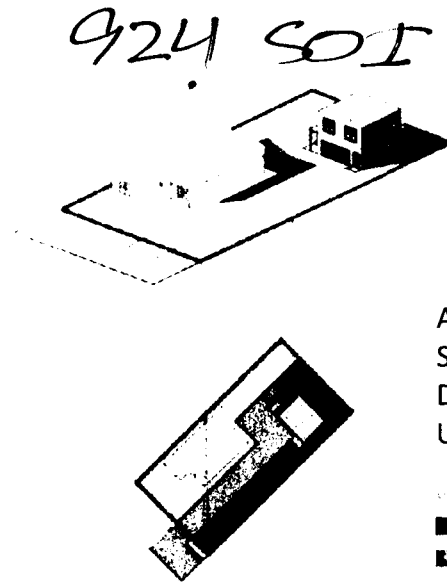
**Parking** Parking shall be located below, beside, or behind the structure and accessed from an alley or side driveway.

**Frontage** Typically do not have street frontage unless accessed from a side yard.

**Placement** Typically located near the rear of a lot and can be free-standing or attached to a garage or main dwelling structure.  
Side Setback: Min 5 ft. / Max 10 ft. Utility sheds may only be located in the rear yard.

**Massing** Can be a single-story structure or a stacked, second-floor structure above a garage or main house. Building cannot exceed maximum height allowed by Chapter 14 SFCC when the accessory structure is located on a second floor. Floor area cannot exceed that of the principal dwelling nor exceed 1500 gross sq. ft., whichever is less.

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**ACCESSORY  
STRUCTURE  
DWELLING  
UNIT**

- Building
- Outside space
- Pavement

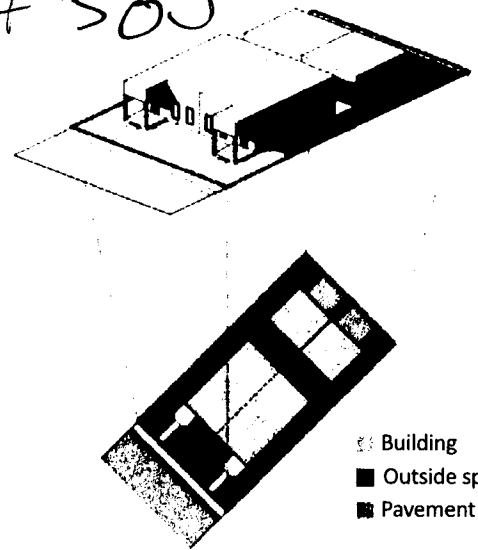
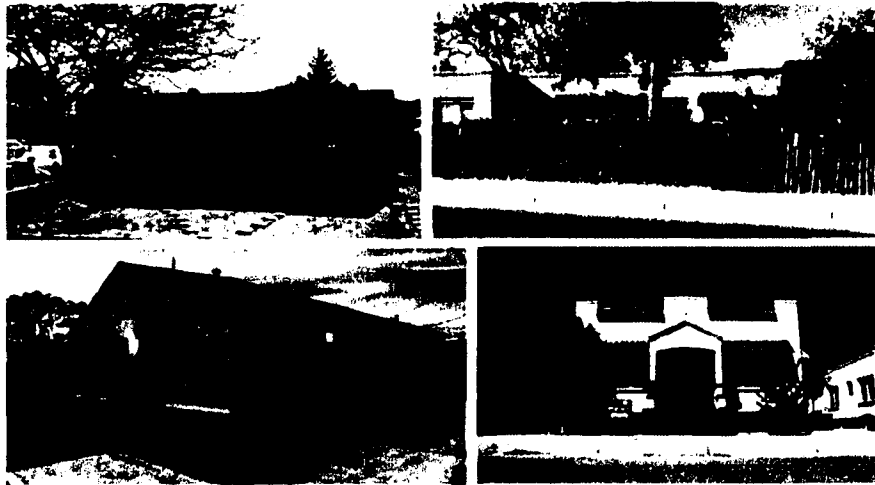
**C. Duplex/Triplex**

Both duplexes and triplexes are permitted in Phase 3A and are structures that consist of two or three side-by-side or stacked dwelling units. Principal entries face the street within a single building massing.

<b>Access and Entry</b>	The principal entry to each dwelling or each common entrance, if designed as stacked flats, shall have direct access from a portal/porch, a common portal/porch, or stoop facing the street.
<b>Parking</b>	Parking shall be located in garages, carports, or in designated driveways constructed for that purpose. Garages or carports may be attached, detached, or connected by a breezeway. Attached garages or carports shall be set back from street-facing façades by a minimum of 5 feet. Detached and breezeway garages must be located in the side or rear yard. Side yard garage access is permissible when a dual frontage is present.
<b>Frontage</b>	Principal entries or common entrance must face the street. Each dwelling must include a stoop or porch/portal, either individually or in common with an adjoining dwelling. May have dual frontage in which there is both front yard and side yard frontage. Front yard may be enclosed with a low yard wall or fence (max 4 ft. high) at the property line. If a side yard frontage is present, a yard wall or fence up to 6 ft. high is permissible at the frontage.
<b>Placement</b>	<p>Front Setback: Min 7 ft. / Max 20 ft.</p> <p>Side Setback: Zero-lot-lines permissible if attached side-by-side units. If stacked, min 5 ft. / Max 10 ft.</p> <p>Rear Setback: Min 10 ft.</p> <p>Zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from any frontage by at least 20 ft.</p>
<b>Massing</b>	May be articulated as large detached houses consistent with the vernacular building form in the surrounding neighborhood. Structure cannot exceed maximum height allowed by Chapter 14 SFCC. Duplexes may also be designed as stacked flats, abutting townhouses, courtyards, or other vernacular forms compatible with the surrounding neighborhood. Attic spaces may be used as habitable space.

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■ Building  
■ Outside space  
■ Pavement

DUPLEX - ALLEY LOADED

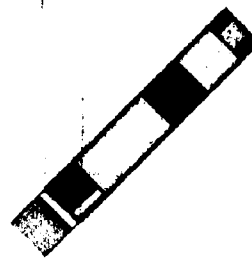
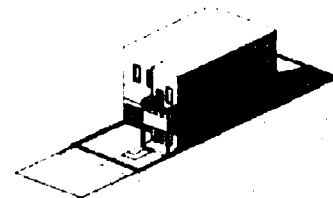
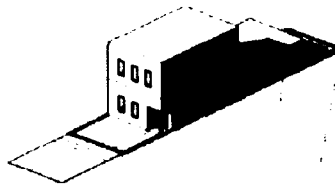
D. Townhouse/Rowhouse

Townhouses and rowhouses are permitted in Phase 3A and consist of multiple attached dwelling units, placed side-by-side (zero-lot-line), but cannot exceed 180 linear feet. These structures are typically located in a location that serves as a transition from primarily detached, single-family homes to higher density areas.

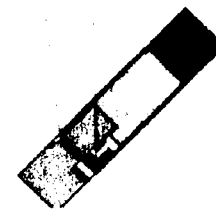
Access and Entry	The principal entry to each dwelling shall have direct access to the street. Parking, loading and trash disposal must be accessed from an alley or from a shared driveway.
Parking	Parking shall be located behind each building or in attached garages facing the street. Attached garages or carports shall be set back from street-facing façades by a minimum of 5 feet.
Frontage	Each dwelling must include a stoop or porch/portal fronting the street and a public sidewalk or a common open space. May have dual frontage in which there is both front yard and side yard frontage. Front yard may be enclosed with a low yard wall or fence (max 4 ft. high) at the property line. If a side yard frontage is present, a yard wall or fence up to 6 ft. high is permissible at the frontage.
Placement	Front Setback: Min 7 ft. / Max 20 ft. Rear Setback: Min 10 ft.  Zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from any frontage by at least 20 ft.
Massing	May be 1 or 2 stories in height. May not exceed maximum height allowed by Chapter 14 SFCC. There shall be a minimum horizontal offset of five feet between attached dwelling units along the front facade.

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Building  
 Outside space  
 Pavement



TOWNHOUSE - ALLEY LOADED

TOWNHOUSE - FRONT LOADED

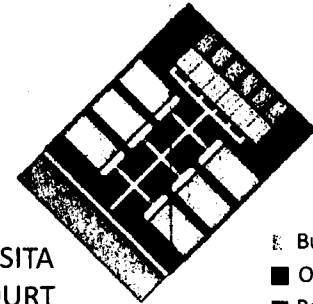
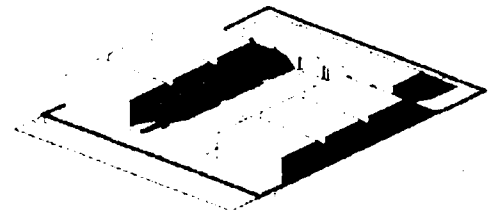
**E. Casita Court**

Casita courts are permitted in Phase 3A and consist of a series of small, detached structures and/or side-by-side attached structures, providing multiple dwelling units arranged around a shared courtyard, which takes the place of a private rear yard. Each unit shall have an individual entry accessed from the shared courtyard.

Access and Entry	The principal entry to each dwelling shall have direct access to a shared courtyard at ground level or from a stoop or small portal/porch.
Parking	Parking can be located behind the rear massing of the courtyard or below the rear-most dwelling units, which may be located above a bank of garages. A common parking court may be provided interior to the block.
Frontage	Typically, multiple building masses are arranged around a central landscaped courtyard. Yard walls or fences flush with the courtyard opening are permissible, cannot exceed 4 ft. in height, and must include a pedestrian opening/entry, which can be gated.
Placement	<p>Front Setback: Min 7 ft. / Max 20 ft.                  Side Setback: Min 5 ft. / Max 10 ft.                  Rear Setback: Min 10 ft.</p> <p>Side yard zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from alley frontage by at least 20 ft.</p>
Massing	Typically consists of single-story structures, but can be up to two stories (maximum height allowed by Chapter 14 SFCC). Often the rear-most building(s) are up to two stories, sometimes allowing for garages on the ground floor and dwelling units above, while the structures flanking the courtyard are 1 to 1.5 stories.

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CASITA COURT

■ Building  
 ■ Outside space  
 ■ Pavement

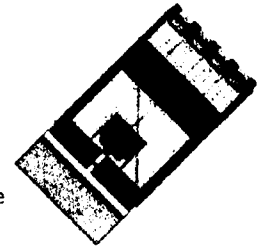
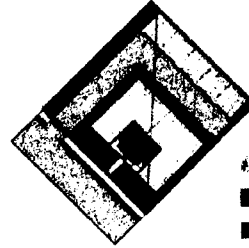
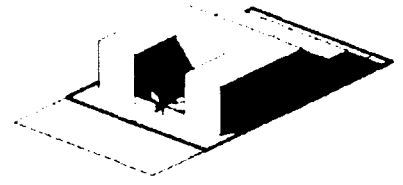
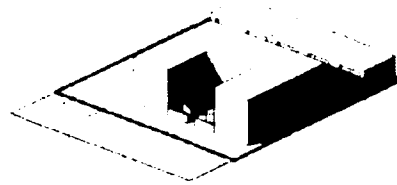
**F. Courtyard Apartments**

Courtyard apartment complexes are permitted in Phase 3A and consist of multiple side-by-side and/or stacked dwelling units arranged around a shared courtyard. These units may be accessed from a central common entry facing the street.

<b>Access and Entry</b>	The principal entry to each dwelling shall be accessed from a common entry and interior corridor.
<b>Parking</b>	Parking shall be located behind the rear massing of the courtyard. A common parking court may be provided interior to the block.
<b>Frontage</b>	Central portion of the building is set back between two flanking sections that are closer to the front property line, creating a recessed, landscaped courtyard. Yard walls or fences flush with the courtyard opening are permissible, cannot exceed 4 ft. in height, and must include a pedestrian opening/entry, which can be gated.
<b>Placement</b>	<p>Front Setback: Min 7 ft. / Max 20 ft.</p> <p>Side Setback: Min 5 ft. / Max 10 ft.; zero-lot-lines are permissible for side-by-side attached structures.</p> <p>Rear Setback: Min 10 ft.</p> <p>Zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from any frontage by at least 20 ft.</p>
<b>Massing</b>	Up to three stories (maximum height allowed by Chapter 14 SFCC) if located on Paseo del Sol; up two stories (maximum height allowed by Chapter 14 SFCC) elsewhere.

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- Building
- Outside space
- Pavement
- Sidewalk

COURTYARD - FRONT LOADED

COURTYARD - ALLEY LOADED

G. Multiplex

Multiplexes are permitted in Phase 3A and are detached structures that consist of four or more dwelling units arranged side-by-side and/or stacked, typically with one shared entry at the front. This building type may have the appearance of a medium-to-large single-family home and is appropriately scaled to fit within primarily single-family neighborhoods or medium-density neighborhoods. Typically, multiplexes do not include a rear yard as parking is generally located behind the structure.

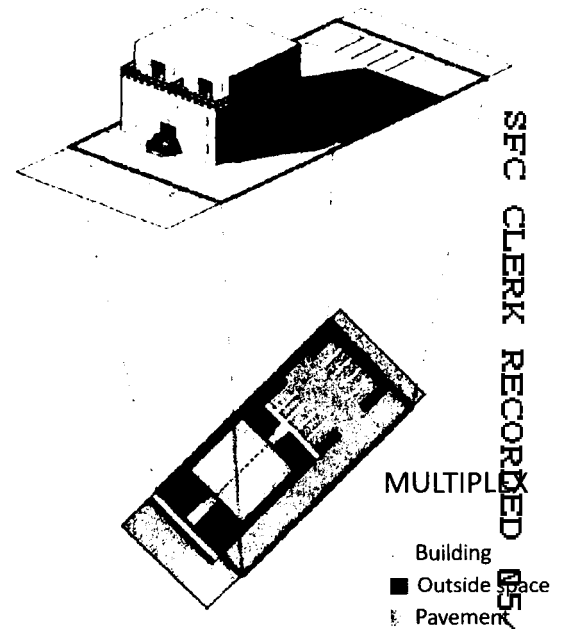
Access and Entry	Dwelling units are accessed from a common entry or entries and interior corridor(s).
Parking	Parking is located behind the structure and accessed from an alley or from a shared narrow or ribbon driveway. Parking may be accessed from the side yard if there is a dual frontage condition.
Frontage	Building frontage has the appearance of a medium-to-large detached house, set near the street. May have dual frontage. Typically, there are no yard walls or fencing. However, if present, front yard walls or fences may not exceed 4 ft. If a side yard frontage is present, a yard wall or fence up to 6 ft. high is permissible at the frontage.

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**Placement** Front Setback: Min 7 ft. / Max 20 ft.  
Side Setback: Min 5 ft. / Max 10 ft.  
Rear Setback: Min 10 ft.  
Zero-lot-lines are permissible for garages/carport at rear of the lot, but garages/carports must be set back from any frontage by at least 20 ft.

**Massing** Up to three stories (maximum height allowed by Chapter 14 SFCC) if located on Paseo del Sol; up to two stories (maximum height allowed by Chapter 14 SFCC) elsewhere.



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**H. Terrace Apartment**

Terrace apartments are permitted in Phase 3A and are buildings or a group of buildings containing multiple dwelling units, stacked vertically and horizontally. These buildings can take the form of rectilinear building blocks, or L-shaped or U-shaped footprints. Typically, each dwelling unit has a small private terrace, and there may be shared terraces for common use by residents.

**Access and Entry** Dwelling units are accessed from a common entry, separate entries, or interior corridor(s) and vertical circulation.

**Parking** Underground or surface parking. Surface parking may not be located between the public right-of-way and an adjacent building.

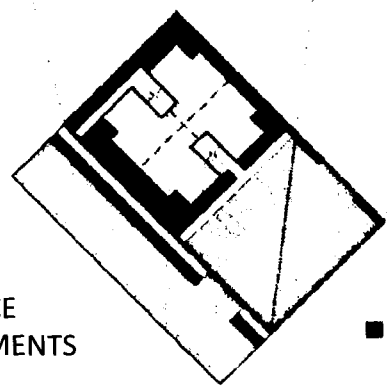
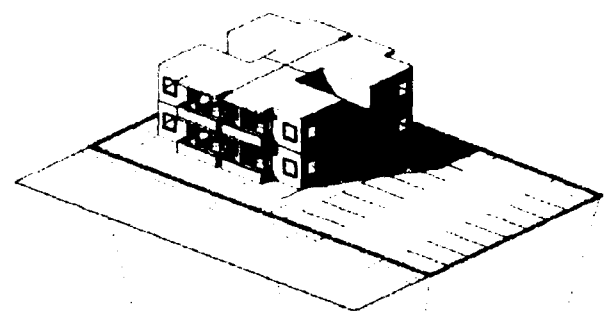
**Frontage** Buildings are generally arranged close to the street. Each dwelling unit typically has a small terrace, landing, or private yard enclosed with a low (4 ft. max height) wall or fence, either elevated above the street level (balcony) or at street level, or a combination of both. Perimeter fencing for low-rise garden apartments shall not exceed 6 ft. in height, must allow for transparency/visibility, and must be set back at least 5 ft. from the edge of right-of-way. The resultant open space between the right-of-way and the perimeter fencing must be landscaped and maintained as common open space. Six-foot-high block walls are not permitted, and six-foot-high fencing is not permitted at the edge of right-of-way.

**Placement** Front Setback: 10 ft. for a 2-story building / 20 ft. for a 3-story building (no step-back required, see below)  
 Side Setback: 10 ft. min.  
 Rear Setback: 10 ft. min.

**Massing** Up to three stories if located on Paseo del Sol; two stories elsewhere. No step-back required if three story building is set back 20 ft. from frontage/ROW.

**Service and Loading** Outdoor loading, service, and refuse areas shall be integrated into the building design if possible, or shall be located where they are not visible from streets, City parks, Major Public Open Space, trails, or major arroyos adjacent to the lot or from adjacent properties with low-density residential development to the maximum extent practicable.

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TERRACE APARTMENTS

- Building
- Outside space
- Pavement

## CHAPTER 5: 'MIXED-USE' BUILDING TYPOLOGY

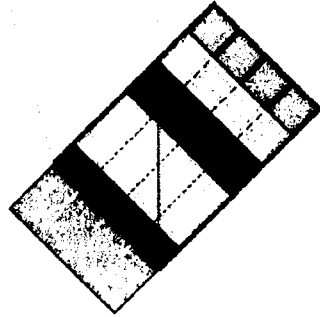
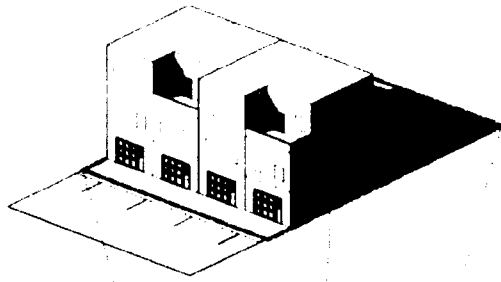
The Mixed-Use designated tracts provide medium-to-high density residential, shopping, service, office, live-work, civic, and entertainment uses. The building typology described in this section is permitted in the Mixed-Use designated development tracts, in addition to the Mixed Residential building types described in the previous chapter.

### A. Live-Work

Live-Work structures are permitted on Mixed-Use tracts in Phase 3A and are attached or detached structures that consist of one dwelling unit above and/or behind a flexible ground-floor space that can be used for residential or commercial purposes. Both the flex space and living space are owned or occupied by one entity. Especially appropriate for incubating small businesses and for allowing commercial uses to expand as the market demands.

Access and Entry	Ground floor flex space and residential space typically have separate entrances. Upper floor residential units may have a common entry. Parking, loading and trash disposal accessed from alley or rear of the lot.
Parking	Parking areas must be located adjacent to an alley or at the rear of the lot and may not abut the street frontage. On-street parking is typical along street frontages.
Frontage	Shopfront street frontage is typical at the ground floor. Each shopfront must have a separate entrance, which may be covered with a portal or awning. Live-work buildings may be arranged around an interior landscaped and/or hardscaped courtyard or forecourt.
Placement	Front Setback: zero-lot-line permissible / 10 ft. maximum Side Setback: zero-lot-line permissible / 10 ft. maximum Rear Setback: 10 ft. minimum
Massing	Up to three stories (maximum height allowed by Chapter 14 SFCC) if located on Paseo del Sol; two stories (maximum height allowed by Chapter 14 SFCC) elsewhere.
Service and Loading	Outdoor loading, service, and refuse areas shall be integrated into the building design if possible, or shall be located where they are not visible from streets, City parks, Major Public Open Space, trails, or major arroyos adjacent to the lot or from adjacent properties with low-density residential development to the maximum extent practicable.

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LIVE - WORK

- Building
- Outside space
- Pavement
- Sidewalk

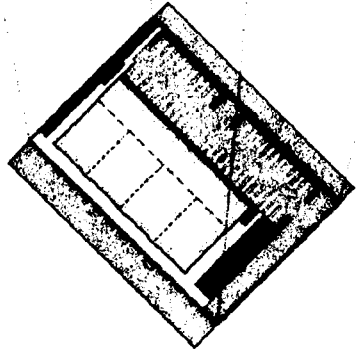
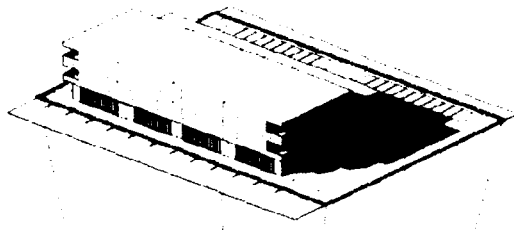
**B. Flex Building**

Flex buildings are permitted on Mixed-Use tracts in Phase 3A and contain at least one story above the ground floor, with shop fronts on the ground floor. The building may contain any combination of residential, office, and commercial uses. Retail should occur on the ground floor, but is not mandatory. The building may evolve over time through many combinations of use.

<b>Access and Entry</b>	Principal entry to each individual unit on the ground floor must have direct access from the street frontage. Parking access is from an alley or narrow driveway.
<b>Parking</b>	Parking is located behind or under the building. Additional on-street parking is typical. A common parking area may be located interior to the block.
<b>Frontage</b>	Frontages take the form of shop fronts. A courtyard/forecourt building arrangement is permissible. Commercial buildings: shall devote a minimum of 50% of street level, street facing area to store fronts and/or café frontages.
<b>Placement</b>	Front Setback: zero-lot-line permissible / 10 ft. maximum Side Setback: zero-lot-line permissible Rear Setback: 10 ft. minimum
<b>Massing</b>	Up to three stories if located on Paseo de Sol; two stories elsewhere. Buildings facing a street that are longer than 50 ft. must be articulated a minimum of every 40 ft. along the street-facing façade. Entryways are required at least every 40 ft.
<b>Service and Loading</b>	Outdoor loading, service, and refuse areas shall be integrated into the building design if possible, or shall be located where they are not visible from streets, City parks, Major Public Open Space, trails, or major arroyos adjacent to the lot or from adjacent properties with low-density residential development to the maximum extent practicable.

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FLEX BUILDING

- Building
- Outside space
- Pavement

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# CHAPTER 6: OPEN SPACE AND TRAILS TYPOLOGY

According to the Tierra Contenta Master Plan Amendment for Phase 3A, 85.65 acres of open space will be preserved, which includes one Neighborhood Park, to be owned and maintained by the City, four dispersed pocket parks (described below) to be maintained by the applicable homeowners' association and an extensive trail network to be maintained by the City. Park locations shown on the Master Plan Amendment Plans are conceptual and subject to change during platting. These decentralized passive and active recreational spaces are intended to provide community connection opportunities throughout the neighborhood and will be developed in accordance with the Open Space and Trails Typology described below.

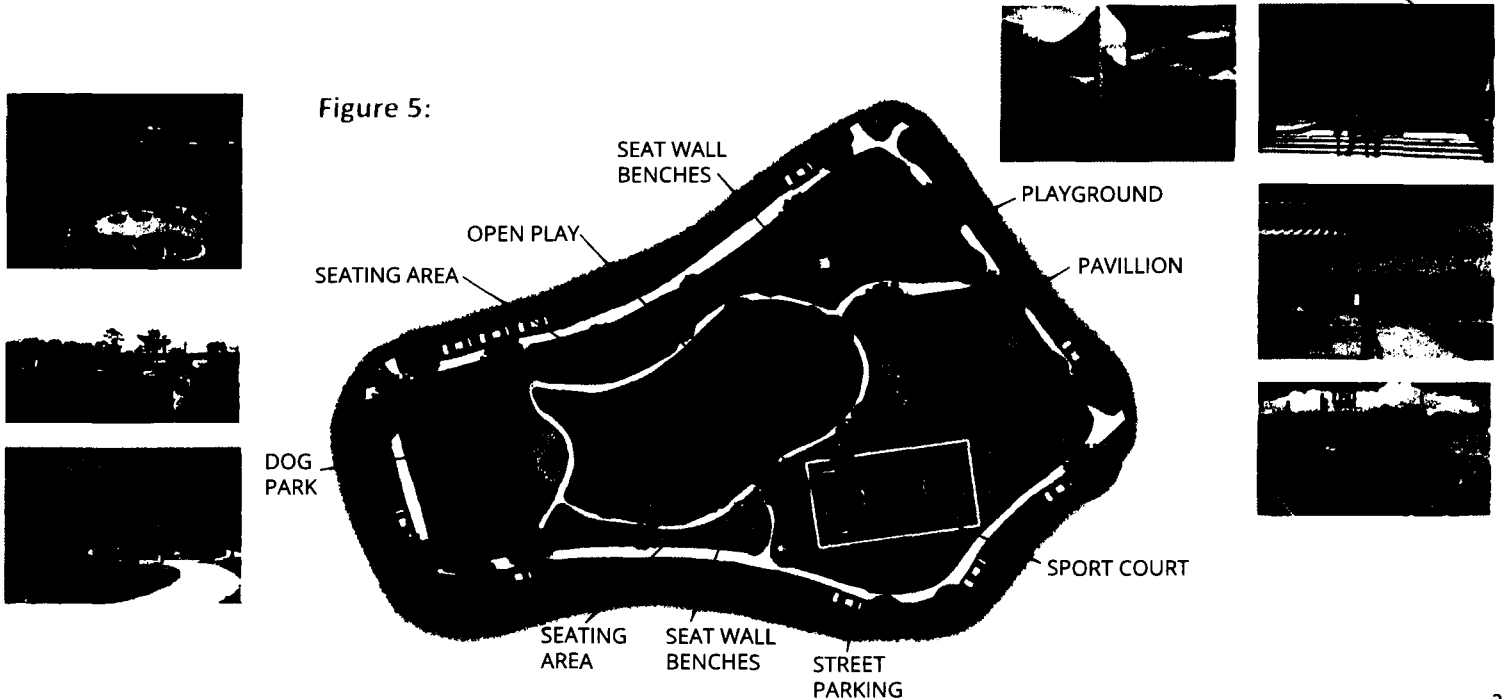
Some development will inevitably occur in the open space. The open space may be used for utility corridors, road crossings, stormwater management, recreational trails, as well as passive and active recreational activities.

## A. Neighborhood Park

Up to 5 acres in size, the Neighborhood Park included in Phase 3A serves as a social and recreational focal point for the neighborhood. The park may include a formal playground, outdoor sport courts, sport fields, picnic tables, pathways, and/or multi-use open turf areas, to the extent such turf areas are constructed in accordance with all then applicable restrictions and regulations. It can accommodate the recreational needs of a wide variety of users, and access for pedestrians, bicyclists and other non-motorized travelers is a priority. Sidewalks, pathways, and connections to the larger neighborhood trail system will be established. The Phase 3A Neighborhood Park will include a 10-ft-wide paved multi-use trail that will connect to the pedestrian corridor and wider system of community trails, as described in the trails typology below, and trail connections to the neighborhood park must be established from adjacent development tracts. The Neighborhood Park shall include an off-street parking area providing a minimum of ten (10) spaces, inclusive of requisite ADA spaces.

The Phase 3A Neighborhood Park will provide a variety of recreational, social, and cultural opportunities, create green space within neighborhoods, contribute to health and wellness of neighborhood residents, and provide opportunities to connect with nature. No more than 2/3 of the area should be reserved for active recreation. The remaining area should be enhanced with benches, gardens, natural areas, multi-use green space, pathways, and other more passive pedestrian amenities. A 3-acre neighborhood park concept is provided below (Figure 5).

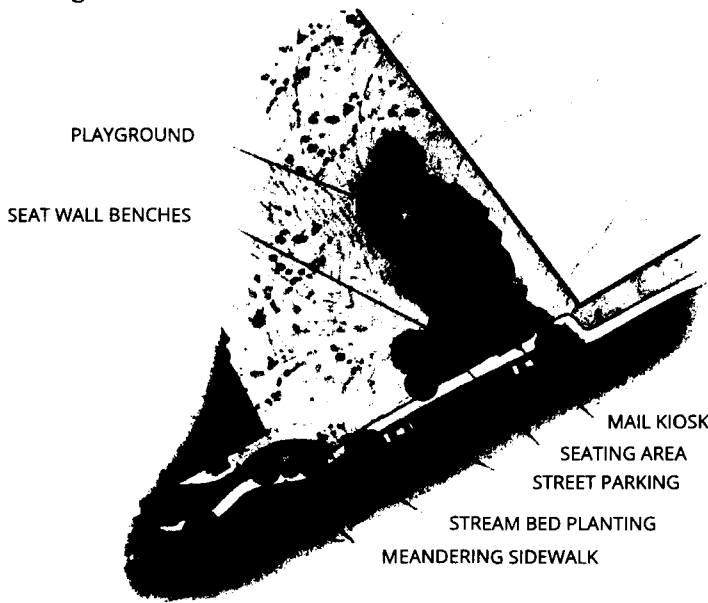
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B. Pocket Park

A pocket park is a small outdoor space, usually ranging between ¼ and ½ acre in size. Also referred to as mini-parks, pocket parks are small-scale, landscaped open spaces designed for passive recreation, social interaction, and connection with nature. Minimal amenities are provided in pocket parks, aside from those intended to enhance pedestrian comfort, and connectivity from pocket parks to surrounding residences is a priority. Pocket parks shown on the Phase 3A Master Plan must be designed and constructed by the developer of the development tract in which they are located, and private maintenance responsibilities must be defined and accounted for in relevant documents. A conceptual plan of a pocket park is provided below (Figure 6).

Figure 6:



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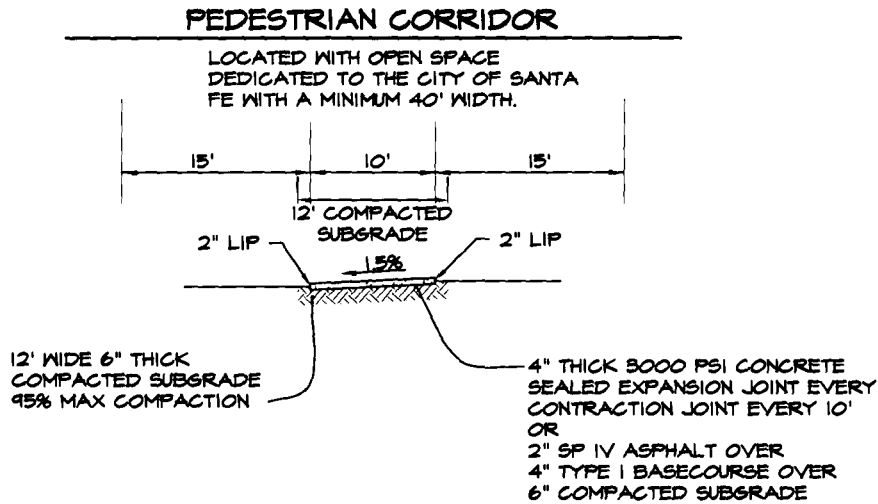
C. Natural Open Space

Natural Open Space is a dedicated open space that is defined by natural vegetation and shall remain largely undisturbed and protected during construction activities. Construction within Natural Open Space is limited to trails, drainage improvements/arroyo bank stabilization, and utility extensions. Disturbed areas shall be revegetated and otherwise restored to mimic the undisturbed condition.

D. Pedestrian Corridor

A pedestrian corridor is a multi-use path with open space buffer on either side that provides enhanced connectivity for pedestrians and cyclists between residential development tracts, linking streets, sidewalks, and other pedestrian pathways through a neighborhood. The 40-foot-wide non-motorized trail corridor will include a 10-foot-wide paved trail and landscaping (native grasses and shrubs will be required at minimum), and pedestrian connections to the trail from adjoining development tracts must be installed every 200 feet, at a minimum, to ensure safety and visibility for trail users. The trail will be installed by TCC and dedicated to the City for long-term maintenance, per the Restated Annexation Agreement. Connections to the trail from adjoining development tracts will be constructed by the developer of each tract. Multiple connections are encouraged based on each adjacent development's site layout, subject to review and approval by the ARC.

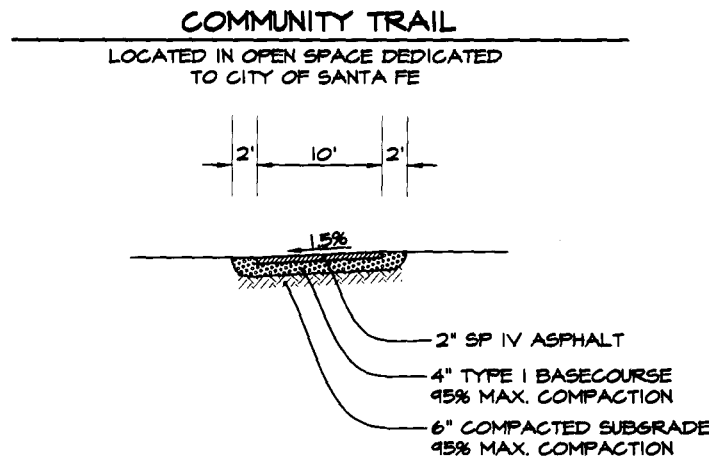
Figure 7:



E. Community Trail

A community trail is a network of 10-foot-wide non-motorized trails within the natural open space, which will connect to the existing area trails. Trails shall be accessible via the sidewalk network and connect to the parks, where feasible. The community trail network will be designed and constructed by TCC and dedicated to the City for long-term maintenance, per the terms of the Annexation Agreement. Compacted dirt trails are permissible on a case-by-case basis due to terrain constraints, subject to approval of the ARC and the City Parks and Open Space Division.

Figure 8:



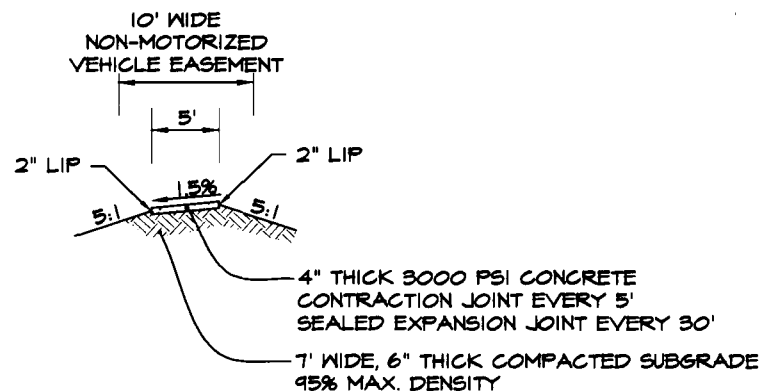
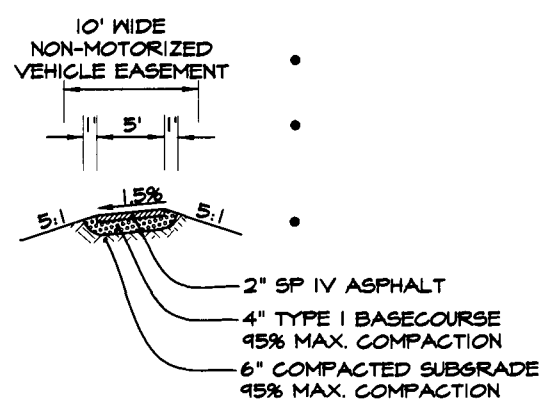
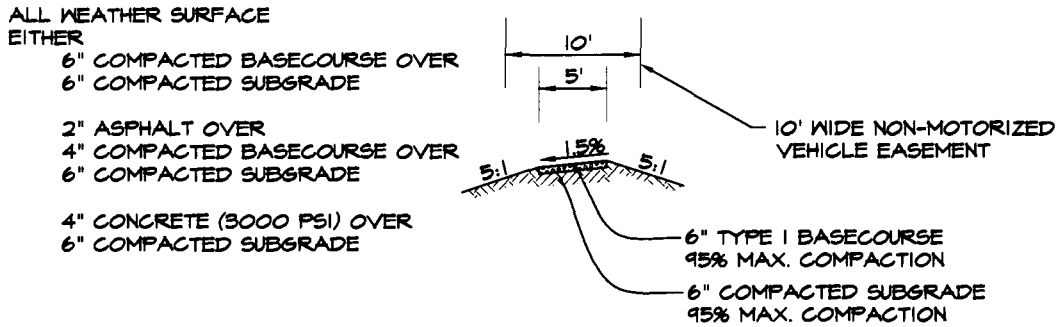
F. Connector Trails

All development adjacent to dedicated open space or open space shown in the Tierra Contenta Master Plan shall provide ten foot (10 ft.) wide non-motorized trail easements for connections to any Community Trails within adjacent open space at not more than six hundred feet (600 ft.) spacing. Such easements must be dedicated at the time of subdivision plat or development plan for the subject development tract. Trail connections to adjacent Community Trails shall be constructed at the time of tract development and have a minimum five-foot (5 ft.) wide all-weather surface. Locations of the non-motorized trail easement must be shown on the plat, and the improvements shall be shown and detailed in the project plans. Non-motorized trail easements and the improvements therein, shall be maintained by the adjacent landowners, homeowners or the appropriate homeowners' association. Developers whose property is adjacent to

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designated open space are required to provide a means of discouraging access to open space through their property by motorized vehicles. This is especially important where pedestrian access is provided to open space. Compacted dirt trails are permissible on a case-by-case basis due to terrain constraints, subject to approval of the ARC and the City Parks and Open Space Division.

Figure 9:



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# CHAPTER 7: GENERAL STANDARDS

The Design Standards in this Chapter 7 apply to all types of development. They are intended to ensure consistency across all of Phase 3A. However, should a proposal include a variation that is consistent with this goal in a different way they are encouraged to propose it. It is recommended that proposals that deviate from these standards be introduced to the TC ARC early to ensure agreement from the TC ARC before much time is invested in case it is determined to be inconsistent with the goals of Phase 3A.

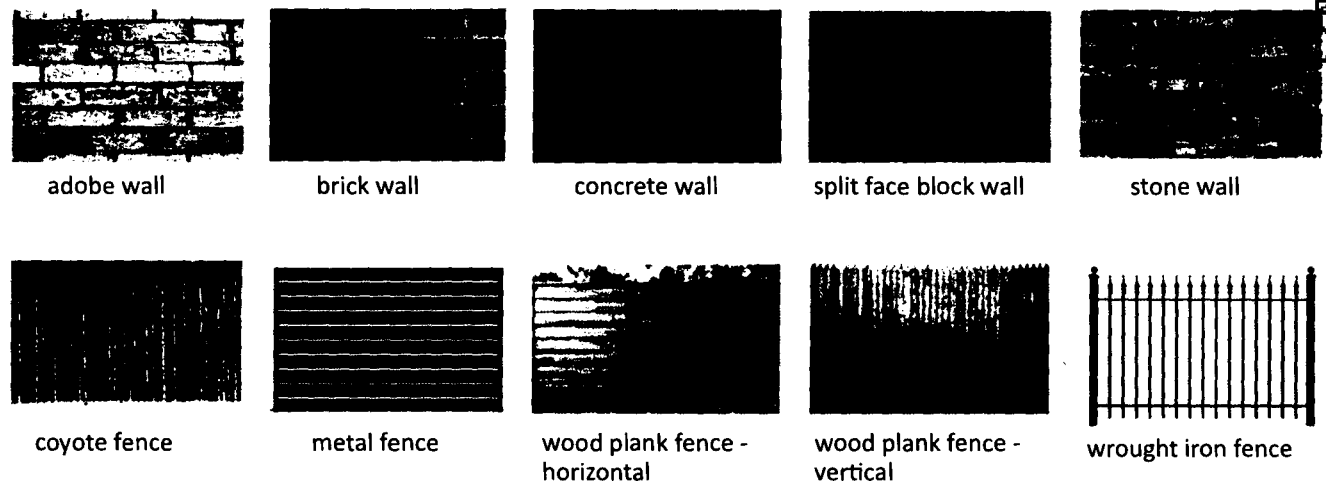
## A. Architectural Standards

To promote the visual character, scale, and architectural traditions of the Santa Fe area, the architectural style of buildings in Tierra Contenta must be 'Spanish-Pueblo Revival', 'Territorial Revival', 'Northern New Mexico Vernacular,' or some combination of traditional elements of these styles with contemporary expressions. The interpretation of these styles and the decision as to whether or not the design of the building is in the required style is left to the sole discretion of the TC ARC.

Stucco, adobe, brick, split face block, and stone are appropriate exterior surface materials. The use of exposed wood should be limited, and vinyl or wood siding is discouraged. Consideration should be given to the long-term maintenance costs of any finish. In order to avoid the appearance of false appliqué, material changes are not permitted at the corners of buildings or middle of walls, unless such changes reflect actual structural differences. Material changes may occur at reverse corners. It is the responsibility of the TC ARC to review and approve building finishes.

Walls and Fences: Wall and fence materials shall be consistent with the architecture of homes and buildings. Stone, wood, wrought iron, metal, adobe, coyote fence, fired brick, poured concrete walls, or split-face block are acceptable materials. Straw-bail, CMU, or pumice-crete must be stuccoed. Chain link fencing is not allowed. Continuous wood plank fencing is not allowed along a public street, but is allowed along open space boundaries, along alleys, and between lots. Barbed wire is not allowed either in residential or commercial areas.

Figure 10:



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Continuous unbroken walls are not allowed adjacent to public streets. All fences constructed along street right-of-way must be made visually discontinuous by one or more of the following means:

- Changes in material
- Articulation of height with respect to the adjacent ground or sidewalk on the street side.
- Articulation of horizontal alignment with respect to the adjacent right-of-way.
- Openings defined by pilasters, arches, lintels, horizontal or vertical tapers, etc.
- Landscaping planters, bancos, gates or other features between the right-of-way line and the proposed wall

Wall and fence plans, sections, and details must be submitted to the TC ARC with the final submittal package.

Maximum heights of walls and fences are as follows:

- Along street right-of-way – four feet (4 ft.)
- Along adjoining lots, common or public open space, non-motorized trail easements, alleys, or common driveway easements – six feet (6 ft.)
- If a side yard street frontage is present, a yard wall or fence up to 6 ft. high is permissible at the frontage. The resultant open space between the right-of-way and the lot line must be landscaped and maintained as common open space.

If CMU is used for yard or retaining walls facing the open space, colored or split-faced CMU must be used, however stucco finished is preferred. All walls must be shown and detailed on the landscaping plan. No wall shall have an undifferentiated length exceeding one lot width or one hundred feet (100 ft.) which ever is less.

#### B. Landscape Requirements

Unless otherwise specified herein, City regulations regarding *Landscape and Site Design* apply, per Chapter 14 SFCC.

#### C. Sustainability Standards

The City has a Residential Green Building Code, SFCC §7-4, which applies to single-family housing, attached and detached, that is subject to the International Residential Code as opposed to the International Building Code. This typically means that residential construction that does not have units on top of each other. An expansion of that code for multi-family buildings is currently being considered by the City. Any green code in effect when a developer submits applications for building permits, will apply as a minimum standard in Tierra Contenta Phase 3A.

#### D. Stormwater Detention

Stormwater detention in Phase 3A must conform to City regulations regarding *Terrain and Stormwater Management, Flood Regulations*, and other relevant provisions per Chapter 14 SFCC.

#### E. Outdoor Lighting

All outdoor lighting shall comply with the City's Night Sky ordinance as provided in Chapter 14 SFCC.

F. Signage and Monumentation

In keeping with the planning concepts upon which the Tierra Contenta master planned community are based, residents, guests, and visitors to Tierra Contenta should clearly know that they have entered Tierra Contenta and should be able to find their way to the individual subdivisions, schools, and recreational facilities of the development without difficulty. To this end, clear entrance monumentation and directional signage is encouraged. Unless otherwise specified herein, the City's sign regulations apply, per Chapter 14 SFCC.

*Permanent Subdivision Signage:* Permanent signage or monumentation identifying the entrance to a specific subdivision is permissible and subject to approval by City staff and the ARC. Designs for such signs should have an aesthetic relationship to other such signs or monumentation within the Tierra Contenta project. No permanent subdivision signs shall be placed within public right-of-way.

*Tierra Contenta Entry Monumentation:* The intent of monumentation is to provide entrances into the Tierra Contenta development that are clear and visible to pedestrians and automobiles from adjacent streets. Monumentation shall not be limited to signage and may include kiosks, bus stops, vegetation, seating, etc. It shall be located outside of public rights-of-way and shall not interfere or obstruct the clear-site-triangles of motorists wishing to turn onto or from adjacent roadways.

*Specifications for TC entry signage:* The maximum height of any Tierra Contenta entry monument sign shall be six feet (6 ft.) and its maximum width of ten feet (10 ft.). The sign may be made of stone, plaster, or another material approved by the TC ARC. It may have one, two, or three sides.

G. Miscellaneous Standards

*Model Variation:* To promote a visual sense of community, to avoid the appearance of segregated districts, and to enhance variation within development tracts, homebuilders shall develop a variety of units. Each development of between twenty (20) and fifty (50) units must have at least four (4) models (different floor plans) with four (4) distinct elevations. Areas with more than fifty (50) units may be required by the TC ARC to provide more models. The TC ARC will work with the builder/developer on tracts with fewer than 20 units to determine the model variation standards. Reverse floor plans do not constitute model variations. Designers should incorporate substantial changes, multiple floor plan options, and alternate entry, porches, rooflines and garage configurations. Building locations and other site planning variations shall be incorporated to create design variety. It is the responsibility of the TC ARC to review and approve model units, not City staff.

SFC CLERK RECORDED 05/07/2025

## GLOSSARY OF TERMS

**Banco:** A built-in masonry bench, usually stuccoed or plastered.

**Building Form:** The shape and configuration of a building. Both form and negative space are considered the primary elements of design.

**Common Open Space:** Land that is undeveloped or planted and owned and maintained by an owners' association or property owner for common use of residents of a planned residential development.

**Exception:** Deviations from and/or alternative approaches to the Design Standards subject to approval by the TC ARC.

**Forecourt/Courtyard:** An outdoor open area in front of a building typically enclosed on three or four sides and open to the sky.

**Form-based:** A way to regulate development that controls building form first and building use second, with the purpose of achieving a particular type of 'place' or built environment based on a community vision.

**Frontage:** A side of the building facing the street, usually the side of the building in which the principal entry is located.

**Front Yard:** The area between a building and the front property line or road onto which the plot or building fronts.

**Lintel:** A load-bearing member that is placed over an entranceway.

**Portal/Porch:** A roofed structure, usually open at the sides, projecting from the face of a building.

**Principal Entry:** The main point of access for pedestrians into a building or unit within a building.

**Rear Yard:** The area across the full width of a lot, extending from the rear line of a building to the rear property line.

**Setback:** The required separation between a lot line (and/or right-of-way line) and a building or structure.

**Shop Front:** A non-residential assembly of commercial entrance systems and windows.

**Side Yard:** An open space between a main building and the side lot line, extending from the front yard to the rear yard.

**Step-back:** An architectural design element that is applied to the upper-story of a building. Typically, a step-back requires that any portion of a building above a certain height be pushed-in towards the center of the property.

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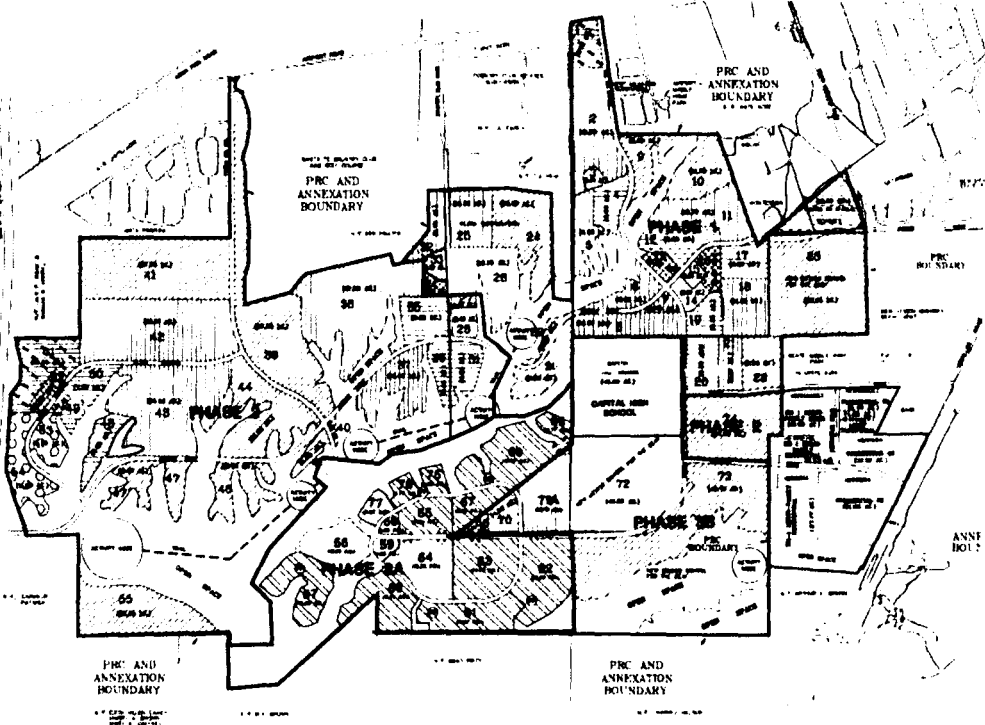
**Stoop:** A porch, platform, or entrance stairway at a house door.

**Streetscape:** A broad term that refers to everything that makes up the scene on a street. Typical elements include the road, buildings, sidewalks, medians, street-lights, benches, and associated street trees and landscaping.

**Terrace:** A small, private outdoor space associated with a dwelling unit, particularly an apartment. Can be a level paved or planted area adjoining a building, or a balcony.

SFC CLERK RECORDED 05/07/2025

EXHIBIT A



- LEGEND**
- [Hatched pattern] MIXED RESIDENTIAL
  - [Hatched pattern] MIXED USE (COMMERCIAL/RESIDENTIAL)
  - [Hatched pattern] SCHOOL
  - [Hatched pattern] PARKS AND OPEN SPACE
  - [Dashed line] COMMUNITY TRAILS
  - [Dotted line] SIDEWALK
  - [Dashed line] PEDESTRIAN CORRIDOR
  - [Dashed line] POTENTIAL FUTURE ROADWAY CONNECTION
  - [Symbol] NEIGHBORHOOD PARK CONCEPTUAL LOCATION
  - [Symbol] POCKET PARK CONCEPTUAL LOCATION

**PURPOSE STATEMENT:** THE PURPOSE OF TIERRA CONTENTA MASTER PLAN AMENDMENT #1 IS TO ALTER LAND USES AND RESIDENTIAL DENSITIES IN PHASE 3A ONLY.

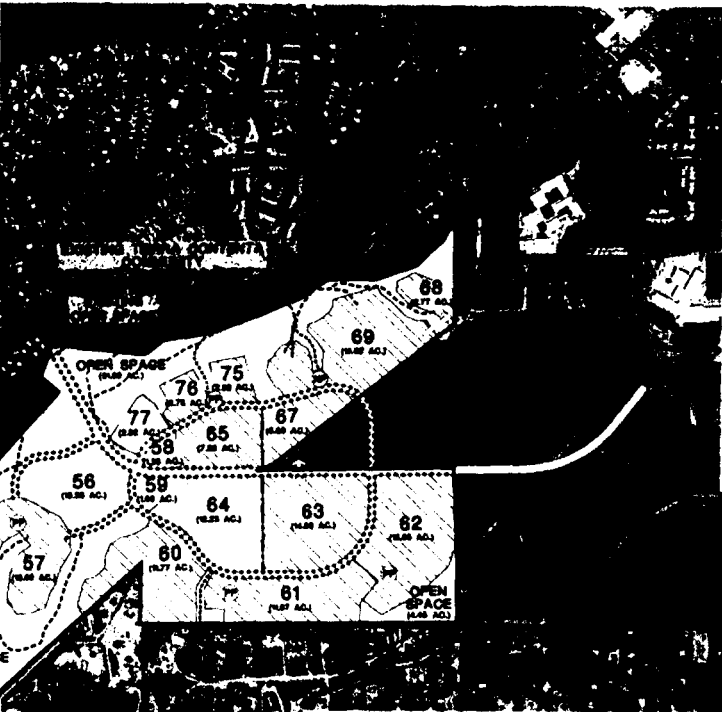
TERRA CONTENTA CORPORATION  
SEC PLANNING, LLC  
JENKINGSTOWN, NC  
DESIGN ENGINEITY

**MASTER PLAN AMENDMENT #1 OVERVIEW**

TERRA CONTENTA CORPORATION  
SEC PLANNING, LLC  
JENKINGSTOWN, NC  
DESIGN ENGINEITY  
**TIERRA CONTENTA PHASE 3A**  
SANTA FE, NEW MEXICO  
SHEET 7A

SFC CLERK RECORDED 05/07/2025

- LEGEND**
- [Hatched pattern] MIXED RESIDENTIAL
  - [Hatched pattern] MIXED USE (COMMERCIAL/RESIDENTIAL)
  - [Hatched pattern] SCHOOL
  - [Hatched pattern] PARKS AND OPEN SPACE
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  - [Dashed line] POTENTIAL FUTURE ROADWAY CONNECTION
  - [Symbol] NEIGHBORHOOD PARK CONCEPTUAL LOCATION
  - [Symbol] POCKET PARK CONCEPTUAL LOCATION



**NOTES:**

1. THE DEVELOPER SHALL PROVIDE TO THE CITY OF SANTA FE A DEVELOPMENT AGREEMENT AND PAYMENT PLAN FOR THE PROJECT. THE DEVELOPER SHALL ALSO PROVIDE TO THE CITY OF SANTA FE A DEVELOPMENT AGREEMENT AND PAYMENT PLAN FOR THE PROJECT. THE DEVELOPER SHALL ALSO PROVIDE TO THE CITY OF SANTA FE A DEVELOPMENT AGREEMENT AND PAYMENT PLAN FOR THE PROJECT.
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**MASTER PLAN AMENDMENT #1**

TERRA CONTENTA CORPORATION  
SEC PLANNING, LLC  
JENKINGSTOWN, NC  
DESIGN ENGINEITY  
**TIERRA CONTENTA PHASE 3A**  
SANTA FE, NEW MEXICO  
SHEET 7B