Far Northwest Sector Plan

Addendum
To
Northwest Sector Plan

Authored By:
Far Northwest Sector Task Force
November 29, 2001
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The Northwest Sector Plan is hereby amended to read as set out in the Far Northwest Sector Plan Addendum to Northwest Sector Plan authorized by: Far Northwest Task Force, November 29, 2001, consisting of 40 pages with exhibits.

Established Plan goals were discussed by the Far Northwest Sector Task Force comprised of various individuals. Plan Objectives established by the Far Northwest Sector Task Force, Village Administrator, and Planning and Zoning Administrator include:

1) the preservation of the rural, residential nature of the Village;
2) a specific integrated Far Northwest Sector Plan designating precise boundaries for residential areas and a section for commercial enterprise;
3) Development compatible with adjacent areas that conform to the stated goals and objectives of the Comprehensive Plan.

The Plan specifies land uses and zoning, outlines infrastructure requirements, drainage concerns, transportation corridors and sets design standards and regulations for development of the plan area.

The primary land-use issues have focused on providing an equitable access plan to the Far Northwest Sector to provide access and mitigate impacts to adjacent neighborhoods. Another important issue has been infrastructure improvements leading to possible access points to the Far Northwest Sector. The Far Northwest Task Force has also addressed environmental issues, nonresidential districts, a transportation infrastructure plan and open space/parks/recreation areas.

The Far Northwest Sector Plan attempts to ensure the development of a contextual relationship with adjacent properties and to integrate the built environment with a stabilized natural environment.

The FNWS Task Force has made a good faith effort to accurately compile and document the information in this report. No one should consider the contents as a substitute for professional advice.

The Far Northwest Sector Plan area lies in the northwest corner of the Village of Corrales bounded by:

1) the Los Montoyas Arroyo/Harvey Jones Channel as the southern boundary,
2) the Thompson Fence line and the Rio Rancho Industrial Park as the western boundary,
3) the Village Limits as the northern boundary, and
4) the Dulcelina Curtis Channel as the eastern boundary.
The Far Northwest Area consists of approximately 400 acres, comprised primarily of fine sands, highly erodible and sparsely vegetated soils.

Far Northwest Sector Plan Preparation was needed to guide future development of the plan area. The purpose of the plan is to ensure compatible land-uses, adequate drainage, and transportation designed to accommodate future development in the plan area.

**PLANNING FRAMEWORK**

The Far Northwest Sector Area is designated as A-1 (Agriculture and Rural Residential) by the Corrales Comprehensive Plan, which established policy for the plan area.

**PARTICIPATORY PLANNING PROCESS**

The Corrales Village Council appointed The Far Northwest Sector Task Force to develop a Far Northwest Sector Plan (FNWSP) in May 2001. The seven Task Force members consisted of stakeholders from Corrales with a variety of backgrounds. After the initial organization meeting on May 8, 2001, the Task Force held weekly meetings from May 8 to November 29, 2001. Public notices were posted for each of the meetings.

The following topics discussed at the meetings were:

- Access,
- Development,
- Interior Roadway Design,
- Nonresidential districts,
- Traffic Impact Concerns,
- Parks and Recreation,
- Environmental concerns,
- Flood Control and Drainage,
- Municipal land,
- Fire and Police concerns.

A group field trip was taken to familiarize the Task Force with the Plan area. The Task Force identified six general principles to help guide the Task Force with planning. They are:

1. The Far Northwest Sector should be integrated into the Village of Corrales, with a full range of municipal services available to residents, while maintaining the aesthetics of Corrales.
2. Multiple use should be made where possible of municipal lands now existing or to be acquired within the Sector to provide for infrastructure (including recreation, public safety, transportation needs, and et. al.)
3. Utilization of lands already owned by the Village should be encouraged in planning for public services to the Sector to minimize acquisition costs.
4. The need for enhanced revenue generation within the Sector should be recognized.
5. In planning for the Sector, the Task Force should depart only for compelling reasons from the established policies and strictures of the existing Northwest
Implementation of the policy recommendations for the Far Northwest Sector should not place an undue financial burden on the Village.

The group used consensus and voting as the primary methods of arriving at decisions.

III. ENVIRONMENTAL CHARACTERISTICS

Environmental conditions are described in The Northwest Sector Plan, Section II, Page 4. Soil description, vegetation, slope and characteristics have changed very little from when The Northwest Sector Plan was written during the early 1990's.

IV. DEVELOPMENT CHARACTERISTICS

GENERAL PLATTING AND LAND OWNERSHIP

The entire plan area is within the Village of Corrales and is currently in private ownership, with the exceptions of those lands held by the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA) and the Village of Corrales. The land held by SSCAFCA and the Village of Corrales are aligned along the Los Montoyas Arroyo/ Harvey Jones Channel at the southern boundary and along the Dulcelina Curtis Channel on the eastern boundary. Private ownership holds the remainder of the tracts.

Due to the Los Montoyas prudent line design approach in the Plan Area, it is estimated that approximately 250 acres are available for development.

LAND USE AND ZONING

The entire plan area currently has a blanket zoning of A-1 (Agricultural and Rural Residential).

A-1 (Agricultural and Rural Residential) Zoning

Existing Conditions:
  (a) While under the extra-territorial jurisdiction of the Village, lands in the plan area were designated A-1.
  (b) Upon annexation into the Village, lands in the plan area retained the A-1 Zoning.
  (c) All lands in the plan area are currently zoned A-1.
  (d) Lands in the Northwest Sector adjacent to the plan area are zoned A-1.
Goals and Objectives:
(a) Maintain a rural and open space character of lands within the plan area.
(b) Maintain a density of one dwelling unit per acre.
(c) Maintain continuity with the adjacent Northwest Sector.

Policy:
The underlying zoning of the plan area shall remain A-1 (Agricultural and Rural Residential) Zoning.

M (Municipal, Public, and Quasipublic) Zoning:

Existing Conditions:
Village owned lands in the plan area are currently zoned A-1.

Goals and Objectives:
(a) Use Village owned lands to benefit the entire community.
(b) Limit the use of Village owned lands to roadway facilities and to the permissive M Zone uses.
(c) Bring the zoning of Village owned lands into conformity with these uses.

Policy:
With the exception of Village owned lands designated for use as roadway facilities, lands owned by the Village shall be re-zoned M (Municipal, Public, and Quasipublic).

Neighborhood Commercial and Office District (NCOD)

Existing Conditions:
(a) Only agricultural and rural residential uses are permitted in the plan area.
(b) Gross receipts revenue generation in the plan area is limited to that which can be generated through permitted Home Occupation activities.
(c) The Village is seeking additional sources of gross receipt revenue.
(d) Commercial activities and professional services within the Village are limited to that which is available in the Neighborhood Commercial and Service District along Corrales Road.
(e) On the westerly boundary, the plan area is adjacent to the Rio Rancho Industrial Park.
(f) The northwest corner of the plan area is proximate to the intersection of NM 528 and Northern Blvd.
Goals and Objectives:

(a) Provide the Village with the potential for gross receipts revenue generation within the plan area.
(b) Provide residents with an additional location for commercial activities and professional services within the Village.
(c) Promote the most appropriate use of the land adjacent to the Rio Rancho Industrial Park.
(d) Provide a transition from the industrial development in Rio Rancho to the agricultural and rural residential uses in the plan area.
(e) Enhance the compatibility of non-agricultural and non-rural residential uses with the character of the surrounding area.
(f) Provide for a zone district similar to the Neighborhood Commercial and Service District found along Corrales Road.
(g) Eliminate the need for multiple-zoned lots.

Policy:
A Neighborhood Commercial and Office District (NCOD) shall be established on the west end of the plan area, extending approximately nine-hundred (900) feet [See Appendix A and Map 3], having the following provisions:

(a) The zoning permitted in the NCOD shall include A-1 Zoning, C Zoning, and O Zoning.
(b) All parcels of land in the NCOD shall retain the underlying A-1 Zoning until a zone change is approved.
(c) Only parcels of land totally within the NCOD shall be permitted zoning other than A-1; no multiple-zoned parcels shall be permitted.
(d) C Zoned parcels in the NCOD shall be eligible for Special Use Permit applications.

NCOD Home Occupations

Existing Condition:
Parcels zoned A-1 in the NCOD are eligible for Home Occupation Permits pursuant to requirements in Sec.18-45 (4).

Goals and Objectives:

(a) Allow a greater percentage of the floor area of the dwelling to be used for home occupations.
(b) Allow more than one non-family member to be engaged in the home occupation.
(c) To utilize all of the available Village ordinances to maximize the proper use of the land for the greatest economic benefit of the Village of Corrales.

Policy:
An NCOD Home Occupation Permit shall be established for A-1 Zoned parcels in the NCOD with relaxed restrictions.
RECREATION AND OPEN SPACE

The Los Montoyas Arroyo

Existing Conditions:
(a) The Los Montoyas Arroyo is in a natural state for the majority of its run from the Thompson Fence (western Village boundary) until it unites with the Harvey Jones Channel inlet structure.
(b) Some areas West of the inlet structure have been dedicated to the Village as open space.

Goals and Objectives:
(a) To preserve the existing open space that the Village owns within the area together with any other areas along the Los Montoyas Arroyo that are determined not to be suitable for development or significant ecological value.
(b) Maintaining the Los Montoyas Arroyo in a natural state will help preserve the existing vegetation and wildlife in the area as well as providing open space and recreational opportunities to area residents.

Policy:
The Los Montoyas Arroyo shall remain in a natural state and shall not be bridged or crossed.

Village Owned Property Adjacent to the Channels

Existing Conditions:
(a) The land between the west concrete channel wall and the west right-of-way of the Dulcelina Curtis Channel, beginning from the Village's northern boundary, south to the Dulcelina Curtis/Harvey Jones Channel confluence, is publicly dedicated Village land.
(b) The land on the north side of the Harvey Jones Channel, from the Dulcelina Curtis Channel to the Los Montoyas Arroyo, is publicly dedicated Village land.
(c) The Los Montoyas Arroyo provides the southern boundary to the Plan Area from the Harvey Jones inlet structure to the Thompson Fence (western Village boundary).

Goals and Objectives:
(a) To promote open space,
(b) To promote recreational use,
(c) Promote multiple use of Village owned lands,
(d) Provide habitat for wildlife and native vegetation within the Plan Area.
Policy:
The publicly dedicated lands west of the Dulcelina Curtis Channel and north of the Harvey Jones Channel/Los Montoyas Arroyo in the Plan Area shall be used for open space and recreational trails where possible.

PUBLIC SAFETY

Existing Conditions:
(a) There is no publicly dedicated access to the Far Northwest Sector for Village police, fire, rescue and safety vehicles and personnel.
(b) Such public safety services must exit the Village boundaries and pass through Rio Rancho to reach destinations within the Sector Plan.

Goals and Objectives:
(a) Provide Village of Corrales police, fire, and other public safety services to residents of the Far Northwest Sector.
(b) Erect a structure within the Sector to support municipal personnel responsible for the delivery of such services.
(c) Design this public safety structure commensurate with the incremental services needs created by development of the Far Northwest Sector.

Policy:
A substation for the use of police, fire, and safety personnel shall be constructed on existing Village-owned lands at the convergence of the Dulcelina Curtis and Harvey Jones Channels.

TRANSPORTATION

ACCESS TO PLAN AREA

Connections to Rio Rancho

Access A: Highway 528 and Northern Blvd.

Existing Conditions:
(a) The intersection of Highway 528 and Northern Blvd. is a signalized "T" intersection in Rio Rancho, proximate to the northwest corner of the plan area.
(b) Lot 33, Block C, of the Rio Rancho Industrial Park East, separates the Village from the intersection.
(c) The Public Service Company Of New Mexico (PNM) owns Lot 33.

Goals and Objectives:
(a) Obtain publicly dedicated access from the intersection of Highway 528 and Northern Blvd. to the Village boundary.
(b) Create a signalized four-way intersection.
(c) Construct a roadway facility within the publicly dedicated access.
(d) Provide the primary access to the proposed Neighborhood Commercial Office District (NCOD).
(e) Provide additional ingress to and egress from the plan area for residents and for emergency services.

Policy:

(a) The roadway facility from the Village boundary to the intersection of Highway 528 and Northern Blvd. in Rio Rancho shall be designed to provide appropriate access for the Neighborhood Commercial Office District (NCOD).
(b) The Village of Corrales should enter into appropriate agreements with the City of Rio Rancho, the New Mexico State Highway and Transportation Department, and the Public Service Company of New Mexico (PNM) to obtain the access, to construct, and to maintain the roadway facility between the Village boundary and the intersection of Highway 528 and Northern Blvd.
(c) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Access B: Rio Vista Connection

Existing Conditions:

(a) The unnamed north/south road connecting Rio Rancho's Rio Vista Rd. NE to Corrales' north boundary is a fifty (50) foot publicly dedicated right-of-way.
(b) The unnamed north/south road was dedicated to Sandoval County by the Rio Rancho Estates Subdivision, Unit 17; upon annexation by the City of Rio Rancho, the unnamed north/south road became a City road.
(c) The unnamed north/south road is currently the only publicly dedicated access to the FNWS; access to the Mesa Alta Subdivision in Corrales is by way of the unnamed road.
(d) The unnamed north/south road is not maintained by the City of Rio Rancho.

Goals and Objectives:

(a) Continue the use of the ‘Rio Vista’ Connection as access to the FNWS.
(b) Construct a roadway facility within the existing right-of-way of the unnamed north/south road.
(c) Preserve the residential nature of the ‘Rio Vista’ Connection.

Policy:

(a) The portion of the internal transportation network leading to the ‘Rio Vista’ Connection shall be designed to encourage use only as access to nearby residences.
(b) The Village of Corrales and the City of Rio Rancho should enter a joint power agreement for the construction and maintenance of the roadway facility within the existing right-of-way of the unnamed north/south road.
(d) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Connections to Corrales

Access C: Dulcelina Curtis Channel Crossing

Existing Conditions:
(a) The Dulcelina Curtis Channel originates in the City of Rio Rancho, crosses the north boundary of the Village, and terminates at the Harvey Jones Channel.
(b) SSCAFCA owns the approximately seventeen (17) foot wide concrete channel.
(c) The Village owns the remainder of the approximately one-hundred-sixty (160) foot wide right-of-way.
(d) No bridge crossing of the Dulcelina Curtis Channel exists within the Village.

Goals and Objectives:
(a) Provide access to the plan area.
(b) Provide an east/west connection between the plan area and rest of the Village.
(c) Promote the integration of the plan area into the Village.
(d) Design a bridge crossing of appropriate size to accommodate one lane of traffic in each direction and to accommodate non-vehicle use.
(e) Design a bridge crossing resulting in “T” intersections at each end.
(f) Design a bridge crossing that minimizes the impact of and mitigates the affects of noise, light, and traffic.

Policy:
(a) Only one (1) bridge crossing of the Dulcelina Curtis Channel shall occur.
(b) The bridge crossing of the Dulcelina Curtis Channel shall be designed and implemented to provide appropriate access to the plan area.
(c) The bridge crossing of the Dulcelina Curtis Channel shall be located at approximately MRGCD Tract 11 (See Map 2).
(d) The Village of Corrales should obtain a license from and enter appropriate agreements with SSCAFCA to obtain the access, to construct, and to maintain the bridge crossing of the Dulcelina Curtis Channel. Mitigation shall be provided to buffer adjacent neighborhoods and neighborhood roads.
(e) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Access D: Harvey Jones Channel Crossing

Existing Conditions:
(a) The Harvey Jones Channel originates in the Village, on the Los Montoyas Arroyo, and terminates at the Rio Grande.
(b) SSCAFCA owns the concrete channel, which varies in width, and some of the right-of-way.
(c) The Village owns some of the remaining right-of-way.
(d) A bridge crossing of the Harvey Jones Channel occurs at Corrales Road.
(e) No bridge crossing of the Harvey Jones Channel exists within the plan area.

Goals and Objectives:
(a) Provide access to the plan area.
(b) Provide a north/south connection between the plan area and rest of the Village.
(c) Promote the integration of the plan area into the Village.
(d) Design a bridge crossing of appropriate size to accommodate one lane of traffic in each direction and to accommodate non-vehicle use.
(e) Design a bridge crossing resulting in “T” intersections at each end.
(f) Design a bridge crossing, which minimizes the impact of and mitigates the affects of noise, light, and traffic.

Policy:
(a) Only one (1) bridge crossing of the Harvey Jones Channel shall occur in the plan area.
(b) The bridge crossing of the Harvey Jones Channel shall be designed and implemented to provide appropriate access to the plan area.
(c) The bridge crossing of the Harvey Jones Channel shall be located approximately between channel wall stationing 119 and 120 (See Map 2).
(d) The Village of Corrales should obtain a license from and enter appropriate agreements with SSCAFCA to obtain the access, to construct, and to maintain the bridge crossing of the Harvey Jones Channel. Mitigation shall be provided to buffer adjacent neighborhoods and neighborhood roads.
(e) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Existing Private Access Easements

Existing Conditions:
(a) Several recorded private access easements from the Rio Rancho Industrial Park to the plan area, granted to individual land owners, have been identified (See Map 1).
(b) A private access easement from the West End of Anya Road into the plan area through the Los Montoyas Arroyo, granted by the Tiffany Subdivision (See Map 1).

Goals and Objectives:
(a) Maintain the integrity of the strategy to limit and control access to the plan area.
(b) Provide alternative publicly dedicated access to the plan area.
(c) Restrict public access to the plan area to the four (4) identified as ACCESS A, ACCESS B, ACCESS C, and ACCESS D (See Map 2).
(d) Minimize the impact of private access easements from the Rio Rancho Industrial Park to the plan area by restricting "curb cuts" on the west side of the proposed NCOD Road.
(e) Encourage the vacation of private access easements from the Rio Rancho Industrial Park to the plan area.
(f) Encourage the vacation of the private access easement from Anya Road to the plan area.

Policy:
(a) The Village shall continue to recognize existing private access easements from the Rio Rancho Industrial Park to the plan area.
(b) The Village shall continue to recognize the existing private access easement from Anya Road into the plan area.
(c) The Village shall deny all requests for "curb cuts" on the west side of the proposed NCOD Road that create 'de facto' access to the plan area.

INTERNAL TRANSPORTATION NETWORK

Neighborhood Commercial and Office District (NCOD) Road

Existing Conditions:
No roadway facilities exist to access the proposed Neighborhood Commercial and Office District (NCOD).

Goals and Objectives:
(a) Provide appropriate roadway facilities to access and service the Neighborhood Commercial and Office District (NCOD), addressing the issues of traffic volume, vehicle size, and vehicle weight.
(b) Provide a single direct connection for the NCOD Road to an appropriate access outside the plan area.
(c) Minimize the impact of the NCOD traffic on the rest of the plan area by limiting the number of roads intersecting with the NCOD Road.
(d) Maintain the NCOD Road as a non-thoroughfare.

Policy:
A roadway facility shall be designed and implemented within the sixty (60) foot right-of-way identified as SEGMENT "A" – DESCRIPTION OF THE NCOD ROAD in Appendix B (See Map 2), having the following provisions:
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(a) The road shall be engineered and constructed in accordance with accepted practices and materials to provide access and service to the Neighborhood Commercial and Office District (NCOD) (See Appendix A and Map 3).

(b) Only one (1) direct connection to access outside the plan area shall be provided through Access A: Highway 528 and Northern Blvd. (See Map 2)

(c) The road shall terminate at the south end in a cul-de-sac.

(d) Only two (2) roads, identified as SEGMENT “B” – DESCRIPTION OF THE NORTH ROAD CONNECTING TO THE NCOD ROAD and SEGMENT “C” – DESCRIPTION OF THE SOUTH ROAD CONNECTING TO THE NCOD ROAD in Appendix B, shall be permitted to intersect with the NCOD Road (See Map 2).

(e) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Calle Blanca Corridor

Existing Conditions:

(a) The Calle Blanca Corridor was established by the Northwest Sector Plan (NWSP) in 1992.

(b) The portion of the Calle Blanca Corridor in the Far Northwest Sector plan area is identified on the north side of the Los Montoyas Arroyo; north to the south boundary of the Lands of C’ de Baca, meeting with what is identified as “existing right-of-way”; north to the north boundary of the Village, at the Rio Vista connection into Rio Rancho Estates, Unit 17.

(c) The segment identified as “existing right-of-way”, has since been determined to be an “easement” (See Map 1).

(d) No public right-of-way for the Calle Blanca Corridor has been dedicated in the Far Northwest Sector plan area.

(e) Rio Rancho Estates, Unit 17, has developed as a residential neighborhood.

Goals and Objectives:

(a) Maintain the Los Montoyas Arroyo in its natural state.

(b) Lessen the traffic impact on Rio Rancho Estates, Unit 17, at the Rio Vista connection.

(c) Develop a comprehensive network of internal collector roads consistent with the Far Northwest Sector’s general principles, the stated goals and objectives, and the current status of the plan area.

Policy:

(a) The Calle Blanca Corridor shall be abandoned in the Far Northwest Sector plan area.

(b) The Northwest Sector Plan (NWSP) Land Use Map, dated May 17, 1992, shall be amended, with the Calle Blanca Corridor, north of the Los Montoyas Arroyo, deleted.
(c) Map 2 (Village of Corrales Planning Area) of the Comprehensive Plan shall be amended, with the Calle Blanca Corridor Study Area, north of the Los Montoyas Arroyo, deleted.

(d) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Paseo Tomas Montoya

Existing Conditions:
(a) A thirty (30) foot wide service road, Paseo Tomas Montoya, along the West Side of the Dulcelina Curtis Channel and along the north side of the Harvey Jones Channel, was dedicated by the Corrales Watershed District (CWD).
(b) Paseo Tomas Montoya dead-ends at the north boundary of the Village; no publicly dedicated road exists along the Dulcelina Curtis Channel in Rio Rancho.
(c) Paseo Tomas Montoya dead-ends near the West End of the Harvey Jones Channel, at the inlet structure.
(d) Paseo Tomas Montoya is on low ground, adjacent to the concrete channel wall.
(e) Paseo Tomas Montoya is the only publicly dedicated road in the plan area.

Goals and Objectives:
Provide a roadway facility along portions of the westerly right-of-way of the Dulcelina Curtis Channel and along portions of the northerly right-of-way of the Harvey Jones Channel.

Policy:
(a) Paseo Tomas Montoya shall be abandoned for use as a public road.
(b) Paseo Tomas Montoya shall be used in accordance with permissive M Zone uses.
(c) Paseo Tomas Montoya may continue to be used as a thirty (30) foot service road by SSCAFCA.
(d) A roadway facility shall be designed and implemented within the sixty (60) foot right-of-way identified as SEGMENT "L" – DESCRIPTION OF THE DULCELINA CURTIS/HARVEY C. JONES CHANNELS ROAD in Appendix B (See Map 2).
(e) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Internal Collector Roads

Existing Conditions:
(a) Paseo Tomas Montoya is the only publicly dedicated road in the plan area
(See Map 1).
(b) No public right-of-way for the Calle Blanca Corridor has been dedicated in
the plan area.
(c) A fifteen (15) foot effluent line easement on the north side of MRGCD Tract
23- A, from the west boundary of the Village to the Dulcelina Curtis Channel
(See Map 1).
(d) A forty (40) foot road easement, the Freedman Easement, on the north side of
the Village’s portion of MRGCD Tract 23-A (See Map 1).
(e) A fifty (50) foot Private Road Easement, Paseo C’ de Baca, from the west
boundary of the Village to the Dulcelina Curtis Channel (See Map 1).
(f) A thirty (30) foot Private Access and Utility Easement on the south side of the
Lands of the Perea Irrevocable Trust, from the Dulcelina Curtis Channel to
within approximately four-hundred (400) feet of the west boundary of the
Village (See Map 1).

Goals and Objective:
(a) Provide access to lands inside the plan area.
(b) Create segments of discontinuous roads, with jogs, that encourage use for
local traffic within posted speed limits.
(c) Use existing easements when appropriate.
(d) Develop a comprehensive network of internal collector roads appropriate for
the plan area.

Policy:
A network of roadway facilities shall be designed and implemented within the
following forty (40) foot right-of-ways identified in Appendix B (see Map 2):
(a) SEGMENT “B” – DESCRIPTION OF THE NORTH ROAD CONNECTING
TO THE NCOD ROAD
(b) SEGMENT “C” – DESCRIPTION OF THE SOUTH ROAD CONNECTING
TO THE NCOD ROAD
(c) SEGMENT “D” – DESCRIPTION OF THE ROAD FROM PASEO C’ DE
BACA TO THE NORTH BOUNDARY OF PARCEL A OF THE LANDS
OF BRUCE CAIRD GROUP
(d) SEGMENT “E” – DESCRIPTION OF THE ROAD FROM THE
NORTHERLY SIDE OF THE THIRTY (30) FOOT PRIVATE ACCESS
AND UTILITY EASEMENT OF THE LANDS OF THE Perea
IRREVOCABLE TRUST TO THE NORTHERLY BOUNDARY OF THE
TIFFANY SUBDIVISION
(e) SEGMENT “F” – DESCRIPTION OF THE WESTERLY PORTION OF
THE PASEO C’ DE BACA
(f) SEGMENT “G” – DESCRIPTION OF THE ‘PEREA’ ROAD
(g) SEGMENT “HI” – DESCRIPTION OF THE ROAD FROM THE RIO
VISTA CONNECTION TO THE NORTHWEST CORNER OF THE
SCAFCA INLET STRUCTURE
(h) SEGMENT "H2" – DESCRIPTION OF THE ROAD ALONG THE SIDE OF THE SSCAFCA INLET STRUCTURE
(i) SEGMENT "H3" – DESCRIPTION OF THE ROAD ALONG THE SOUTH SIDE OF THE SSCAFCA INLET STRUCTURE
(j) SEGMENT "I" – DESCRIPTION OF THE ROAD FROM THE WESTERLY END OF THE FREEDMAN EASEMENT TO THE SOUTHERLY BOUNDARY OF PARCEL A OF THE LANDS OF BRUCE CAIRD GROUP
(k) SEGMENT "J" – DESCRIPTION OF THE FREEDMAN ROAD
(l) SEGMENT "K" – DESCRIPTION OF THE EASTERLY PORTION OF THE PASEO C' DE BACA
(m) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.
Subdivision Roads

Existing Conditions:
Village of Corrales Land Use and Subdivision Ordinances and the Northwest Sector Plan govern Subdivision Roads with the Far Northwest Sector.

Goals and Objectives:
(a) Provide suitable infrastructure to provide access to all landowners in the Far Northwest Sector
(b) Provide a network of roadways that allow residents access to the Village while maintaining the Village’s rural character.

Policy:
(a) All newly created subdivision roads within the Far Northwest Sector, other than the identified collector roads, shall have a maximum length of 1500 feet without a deflection from a straight line of at least 20 degrees in one direction.
(b) There shall be no four-way intersections created by newly designated roads within the Far Northwest Sector.
(c) Vacation of existing private road easements shall be encouraged once other dedicated legal access is in place.
(d) Any transportation objective may be modified as land configurations are changed during the operation of this ordinance.

Existing Internal Road Easements

Existing Conditions:
(a) A fifty (50) foot Private Road Easement, Paseo C’ de Baca, from the west boundary of the Village to the Dulcelina Curtis Channel (See Map 1).
(b) A thirty (30) foot Private Access and Utility Easement on the south side of the Lands of the Perea Irrevocable Trust, from the Dulcelina Curtis Channel to within approximately four-hundred (400) feet of the west boundary of the Village (See Map 1).
(c) Fifty (50) foot Easement from the north boundary of the Village, at the Rio Vista connection, to the south side of MRGCD Tract 17-B-3 (See Map 1).
(d) A twenty (20) foot Private Access and Utility Easement on the north side of the Tiffany Subdivision, from the west boundary of the Village to the Los Montoyas Arroyo (See Map 1).

Goals and Objectives:
(a) Maintain the integrity of the Internal Collector Road Network.
(b) Provide alternative publicly dedicated roadway facilities within the plan area.
(c) Minimize the impact of existing easements within the plan area by encouraging compliance with the Transportation Policies.
(d) Encourage the vacation of an existing easement or portions of an existing road easement, where appropriate.

Policy:
(a) The Village shall continue to recognize the existing road easements within the plan area.
(b) Existing road easements shall be reviewed to determine if they comply with the goals and objectives and the policies of the Far Northwest Sector Plan when an application under the Village Land Use Regulations is considered.
(c) When alternative publicly dedicated roadway facilities are available, existing road easements or portions of existing road easements that create non-conforming intersections should be vacated.

EXTERNAL SERVICE AREA COLLECTOR ROADS

Existing Conditions:
The following collector roads are outside the Far Northwest Sector:
(a) Loma Larga Road (on the West Side of the Corrales Main Canal), from Comino Todos Los Santos to the south side of the Harvey Jones Channel.
(b) Paseo Tomas Montoya (on the south side of the Harvey Jones Channel), from ACCESS D to Corrales Road.
(c) Calle Contenta (on the East Side of the Dulcelina Curtis Channel and on the north side of the Harvey Jones Channel), from ACCESS C to Paseo Cesar Chavez.
(d) Paseo Cesar Chavez (on the North side of the Harvey Jones Channel), from Calle Contenta to Corrales Road.

Goals and Objectives:
(a) Provide appropriate roadway facilities to connect ACCESS C and ACCESS D within the plan area to the existing Village transportation network.
(b) Design roadway facilities that minimize the impact of and mitigate the affects of noise, light, and traffic on nearby roads.

Policy:
Roadway facilities shall be designed and implemented for the following collector roads outside the Far Northwest Sector but within the Development Fees Service Area (See Map 4):
(a) Loma Larga Road (on the West Side of the Corrales Main Canal), from Comino Todos Los Santos to the south side of the Harvey Jones Channel.
(b) Paseo Tomas Montoya (on the south side of the Harvey Jones Channel), from ACCESS D to Corrales Road.
(c) Calle Contenta (on the East Side of the Dulcehina Curtis Channel and on the north side of the Harvey Jones Channel), from ACCESS C to Paseo Cesar Chavez.

(d) Paseo Cesar Chavez (on the North side of the Harvey Jones Channel), from Calle Contenta to Corrales Road.

IMPLEMENTATION

Existing Conditions:
(a) The Far Northwest Sector is isolated from the remainder of the Village of Corrales and does not have municipal infrastructure.
(b) Vehicular and emergency access to the Sector is difficult.
(c) The Far Northwest Sector presents a unique opportunity to address municipal infrastructure needs in a coordinated and well-planned manner.

Goals and Objectives:
(a) Infrastructure cost should be borne by development in the plan area.
(b) Infrastructure costs should be distributed equitably in the plan area.
(c) Necessary infrastructure includes the external service area connecting the plan area.

Policy:
(a) An “Impact Fee Ordinance” may be adopted for the purpose of funding infrastructure improvements in a defined service area as specified by state statute “Development Fees Act” (5-8-1 to 5-8-42 NMSA 1978).
(b) The following have been identified for Village capital improvements.
   (i) Roadway facilities, including roads and bridges, rights of way, traffic signals, landscaping and any local components of state highways,
   (ii) Buildings for fire, police, rescue and essential equipment (costing ten thousand dollars or more and having a life expectancy of ten years or more) commensurate with the plan area,
   (iii) Storm water, drainage and flood control facilities (non-SSCAFCA), and
   (iv) Recreation and trails.
(c) The defined service area shall be as identified as on Map 4 – Development Fee Service Area.
(d) Any developer, land owner or their agent seeking to develop it’s property as a single family residence or as a subdivision of replating the property and such replating requires infrastructure, said owner or agent of the owner shall post a bond, of a nature acceptable to the Village, for the benefit of the Village or Corrales in the amount necessary to finance the construction of the infrastructure and all supporting infrastructure, as determined by the Village Engineer and in accordance with state law.
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APPENDIX A
Appendix A

DESCRIPTION OF THE NEIGHBORHOOD COMMERCIAL AND OFFICE DISTRICT (NCOD)

Beginning at the northwest corner of the Village of Corrales (also being the northwest corner of
the Mesa Alta Subdivision),

Thence, easterly along the north boundary of the Village of Corrales (also being the north
boundary of said Mesa Alta Subdivision) to the northeast corner of Lot 2 of said Mesa Alta
Subdivision,

Thence, southerly along the east boundary of said Lot 2 of the Mesa Alta Subdivision to the
southeast corner of said Lot 2 of the Mesa Alta Subdivision (also being a point on the north
boundary of the pending Prairie Sunrise Subdivision Phase II),

Thence, easterly along the north boundary of said Prairie Sunrise Subdivision Phase II to a point
to be determined later, such that said point on the north boundary of said Prairie Sunrise
Subdivision Phase II meets the following conditions:
  • Not more than one-hundred (100) feet east of said southeast corner of Lot 2 of the Mesa
    Alta Subdivision, and,
  • A lot corner in said Prairie Sunrise Subdivision Phase II,

Thence, southerly through said Prairie Sunrise Subdivision Phase II on course(s) to be
determined later, such that said course(s) meet the following conditions:
  • Never traverses more than one-hundred (100) feet east of said southeast corner of Lot 2
    of the Mesa Alta Subdivision, and,
  • Follow lot boundary(s) in said Prairie Sunrise Subdivision Phase II,

To a point on the south boundary of said Prairie Sunrise Subdivision Phase II to be determined
later, such that said point on the south boundary of said Prairie Sunrise Subdivision Phase II
meets the following conditions:
  • Not more than one-hundred (100) feet east of said southeast corner of Lot 2 of the Mesa
    Alta Subdivision, and,
  • A lot corner in said Prairie Sunrise Subdivision Phase II,

Thence, southwesterly on a line to the northeast corner of Tract F of the Lands of C’ de Baca,

Thence, southerly along the east boundary of said Tract F of the Lands of C’ de Baca to the
southeast corner of said Tract F of the Lands of C’ de Baca,

Thence, southerly on a line to the northeast corner of Lot 19 of the Lands of the Perea
Irrevocable Trust,

Thence, southerly along the east boundary of said Lot 19 of the Lands of the Perea Irrevocable
Trust to the southeast corner of said Lot 19 of the Lands of the Perea Irrevocable Trust,

Thence, southerly on a line to the northeast corner of Tract A of the Tiffany Subdivision,
Thence, southerly along the east boundary of said Tract A of the Tiffany Subdivision to the southeast corner of said Tract A of the Tiffany Subdivision (also being a point on the north boundary of the La Tierra Subdivision),

Thence, westerly along the south boundary of said Tract A of the Tiffany Subdivision (also being the north boundary of said La Tierra Subdivision) to the northeast corner of Tract B of said La Tierra Subdivision,

Thence, southwesterly along the east boundary of said Tract B of the La Tierra Subdivision to the southeast corner of said Tract B of the La Tierra Subdivision,

Thence, westerly along the south boundary of said Tract B of the La Tierra Subdivision to the angle point on the south boundary of said Tract B of the La Tierra Subdivision,

Thence, westerly along said south boundary of Tract B of the La Tierra Subdivision to the southwest corner of said Tract B of the La Tierra Subdivision (also being a point on the west boundary of the Village of Corrales),

Thence, northerly along said west boundary of the Village of Corrales to the northwest corner of the Village of Corrales (the point of beginning).
Appendix B

SEGMENT “A” - DESCRIPTION OF THE NCOD ROAD

A dedicated right-of-way being sixty (60) feet wide, thirty (30) feet on each side of the following described centerline:

Beginning at a point on the west boundary of the Village of Corrales, said point being the intersection of the centerline of the proposed extension of Northern Blvd. in Rio Rancho and said west boundary of the Village of Corrales,

Thence, southeasterly and southerly along curve(s) [to be determined by the Village Engineer] to the midpoint of the north boundary of Tract F of the Lands of C’ de Baca,

Thence, southerly on a line to the midpoint of the south boundary of said Tract F of the Lands of C’ de Baca,

Thence, southerly along curve(s) [to be determined by the Village Engineer] to the point on the north boundary of the Lands of the Perea Irrevocable Trust common to Lots 19 and 20,

Thence, southerly along the boundary common to said Lots 19 and 20 of the Lands of the Perea Irrevocable Trust to a point [to be determined by the Village Engineer] on said boundary common to said Lots 19 and 20 of the Lands of the Perea Irrevocable Trust,

Thence southerly, southwesterly, southeasterly, and southerly along curves [to be determined by the Village Engineer] to the midpoint of the north boundary of Tract A of the Tiffany Subdivision, such that these courses are more than thirty (30) feet west of the cul-de-sac on said Lot 20 of the Lands of the Perea Irrevocable Trust so that the NCOD Road does not intersect with said cul-de-sac,

Thence, south and southeasterly along curve(s) [to be determined by the Village Engineer] to the point common to the following:

- A point on the south boundary of said Tract A of Tiffany Subdivision, and
- The northeast corner of Tract B of the La Tierra Subdivision, and
- A northerly corner of Tract A of said La Tierra Subdivision.

The above-described centerline terminates at this point.

Said terminus point is the center of a cul-de-sac having a right-of-way diameter of at least one hundred and twenty (120) feet.

NOTE: The actual diameter [to be determined by the Village Engineer].
SEGMENT “B” - DESCRIPTION OF THE NORTH ROAD CONNECTING TO THE NCOD ROAD

A dedicated right-of-way being forty (40) feet wide, twenty (20) feet on each side of the following described centerline:

Beginning at a point on the proposed easterly right-of-way of the NCOD Road, said point being the intersection of the northerly boundary of Parcel B of the Lands of Bruce Caird Group and said proposed easterly right-of-way of the NCOD Road,

Thence, easterly along said northerly boundary of Parcel B of the Lands of Bruce Caird Group to a point on the proposed westerly right-of-way of the road “FROM PASEO C’ de BACA TO THE NORTH BOUNDARY OF PARCEL A OF THE LANDS OF BRUCE CAIRD GROUP”.

The above described centerline terminates at this point, said point being the intersection of said northerly boundary of Parcel B of the Lands of Bruce Caird Group and said proposed westerly right-of-way of the road “FROM PASEO C’ de BACA TO THE NORTH BOUNDARY OF PARCEL A OF THE LANDS OF BRUCE CAIRD GROUP”.

SEGMENT “C” - DESCRIPTION OF THE SOUTH ROAD CONNECTING TO THE NCOD ROAD

A dedicated right-of-way being forty (40) feet wide, on the southerly side of the following described line:

Beginning at a point on the proposed easterly right-of-way of the NCOD Road, said point being the intersection of the northerly boundary of Tract 23-A and said proposed easterly right-of-way of the NCOD Road,

Thence, easterly along said northerly boundary of Tract 23-A to a point on the proposed westerly right-of-way of the road “FROM THE NORTHERLY SIDE OF THE THIRTY (30) FOOT PRIVATE ACCESS AND UTILITY EASEMENT OF THE LANDS OF THE PEREA IRREVOCABLE TRUST TO THE NORTHERLY BOUNDARY OF THE TIFFANY SUBDIVISION”.

The above described line terminates at this point, said point being the intersection of said northerly boundary of Tract 23-A and said proposed westerly right-of-way of the road “FROM THE NORTHERLY SIDE OF THE THIRTY (30) FOOT PRIVATE ACCESS AND UTILITY EASEMENT OF THE LANDS OF THE PEREA IRREVOCABLE TRUST TO THE NORTHERLY BOUNDARY OF THE TIFFANY SUBDIVISION”.
SEGMENT “D” - DESCRIPTION OF THE ROAD FROM PASEO C’ DE BACA TO THE
NORTH BOUNDARY OF PARCEL A OF THE LANDS OF BRUCE CAIRD GROUP

A dedicated right-of-way being forty (40) feet wide, twenty (20) feet on each side of the
following described centerline:

Beginning at a point on the south boundary of Tract E of the Lands of C’ de Baca, said point
being the midpoint of said south boundary of Tract E of the Lands of C’ de Baca,

Thence, southerly along curve(s) [to be determined by the Village Engineer] to a point on the
northerly boundary of Parcel B of the Lands of Bruce Caird Group, said point being twenty (20)
feet westerly of the easterly corner of said Parcel B of the Lands of Bruce Caird Group,

Thence, southerly along curve(s) [to be determined by the Village Engineer] to a point on the
north boundary of Parcel A of the Lands of Bruce Caird Group, said point being the intersection
of the boundary common to Lots 16 and 17 of the Lands of the Perea Irrevocable Trust
(projected to the north) and said north boundary of Parcel A of the Lands of Bruce Caird Group.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group, this
road shall terminate at a point on the north boundary of MRGCD Tract 11.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group and
MRGCD Tract 11, this road shall terminate at a point on the north boundary of MRGCD
Tract 8.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group,
MRGCD Tract 11, and MRGCD Tract 8, this road shall terminate at a point on the north
boundary of MRGCD Tracts 4&7.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group,
MRGCD Tract 11, MRGCD Tract 8, and MRGCD Tracts 4&7, this road shall terminate
at a point on the north boundary of Parcel A of MRGCD Tract 40B.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group,
MRGCD Tract 11, MRGCD Tract 8, MRGCD Tracts 4&7, and Parcel A of MRGCD
Tract 40B, this road shall terminate at a point on the north boundary of Parcel “North
100’ of Tr. 40B”.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group,
MRGCD Tract 11, MRGCD Tract 8, MRGCD Tracts 4&7, Parcel A of MRGCD Tract
40B, and Parcel “North 100’ of Tr. 40B”, this road shall terminate at a point on the north
boundary of MRGCD Tract 20B.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group,
MRGCD Tract 11, MRGCD Tract 8, MRGCD Tracts 4&7, Parcel A of MRGCD Tract
40B, Parcel “North 100’ of Tr. 40B”, and MRGCD Tract 20B, this road shall terminate
at a point on the north boundary of MRGCD Tract 19B (also being the south
boundary of Parcel B of the Lands of Bruce Caird Group).

SEGMENT “E” - DESCRIPTION OF THE ROAD FROM THE NORTHERLY SIDE OF THE
THIRTY (30) FOOT PRIVATE ACCESS AND UTILITY EASEMENT OF THE LANDS OF
THE PEREA IRREVOCABLE TRUST TO THE NORTHERLY BOUNDARY OF THE
TIFFANY SUBDIVISION

A dedicated right-of-way being forty (40) feet wide, twenty (20) feet on each side of the
following described centerline:

Beginning at a point on the northerly side of the thirty (30) foot Private Access and Utility
Easement of the Lands of the Perea Irrevocable Trust, said point being the intersection of the
boundary common to Lots 16 and 17 of said Lands of the Perea Irrevocable Trust and said
northerly side of the thirty (30) foot Private Access and Utility Easement of the Lands of the
Perea Irrevocable Trust,

Thence, southerly along curves [to be determined by the Village Engineer] to a point on the
northerly boundary of the Tiffany Subdivision common to Tracts B and C of said Tiffany
Subdivision.

The above-described centerline terminates at this point, said point being common to the
following:

- The northeast corner of said Tract B of the Tiffany Subdivision, and
- The northwest corner of said Tract C of the Tiffany Subdivision.

Said terminus point is the center of a cul-de-sac having a right-of-way diameter of one hundred
(100) feet.

SEGMENT “F” - DESCRIPTION OF THE WESTERLY PORTION OF THE PASEO C’ DE
BACA

A dedicated right-of-way being forty (40) feet wide, on the north side of the following described
line:

Beginning at a point on the south boundary of the Lands of C’ de Baca, said point being the
intersection of the westerly right-of-way of the SSCAFCA Inlet Structure and said south
boundary of the Lands of C’ de Baca,

Thence, west along said south boundary of the Lands of C’ de Baca to a point on the south
boundary of Tract E of said Lands of C’ de Baca, said point being twenty (20) feet west of the
midpoint of said south boundary of Tract E of the Lands of C’ de Baca.
NOTE: The above-described right-of-way coincides with a portion of the southerly forty (40) feet of Paseo C' de Baca, being a fifty (50) foot Private Road Easement.

SEGMENT “G” - DESCRIPTION OF THE ‘PEREA’ ROAD

A dedicated right-of-way being forty (40) feet wide, thirty (30) feet on the northerly side of and ten (10) feet on the southerly side of the following described line:

Beginning at a point on the southerly boundary of the Lands of the Perea Irrevocable Trust (also being the northerly boundary of Tracts 22-C-1 and 22-C-2), said point being the southwest corner of Lot 16 of said Lands of the Perea Irrevocable Trust,

Thence, easterly along said southerly boundary of the Lands of the Perea Irrevocable Trust to the southeast corner of Lot 15 of said Lands of the Perea Irrevocable Trust.

The above-described line terminates at this point.

NOTE: The northerly thirty (30) feet of the above described right-of-way coincides with a portion of the thirty (30) foot Private Access and Utility Easement of said Lands of the Perea Irrevocable Trust.

SEGMENT “H1” - DESCRIPTION OF THE ROAD FROM THE RIO VISTA CONNECTION TO THE NORTHWEST CORNER OF THE SSCAFCA INLET STRUCTURE

A dedicated right-of-way being forty (40) feet wide, twenty (20) feet on each side of the following described centerline:

Beginning at a point on the north boundary of the Village of Corrales (also being the north boundary of the Mesa Alta Subdivision), said point being the intersection of the centerline of the unnamed north/south road connecting Rio Rancho's Rio Vista Rd. NE to Corrales' north boundary and said north boundary of the Village of Corrales,

Thence, south along the centerline of the sixty (60) foot Road between Lots 5 and 6 of said Mesa Alta Subdivision, to a point on the south boundary of said Mesa Alta Subdivision.

Thence, southerly and southeasterly along curve(s) [to be determined by the Village Engineer] to a point on the westerly right-of-way of the SSCAFCA Inlet Structure west of the Dulcelina Curtis Channel, said point being twenty (20) feet southerly of the most northwesterly corner of said SSCAFCA Inlet Structure.
SEGMENT “H2” - DESCRIPTION OF THE ROAD ALONG THE WEST SIDE OF THE
SSCAFCA INLET STRUCTURE

A dedicated right-of-way being forty (40) feet wide, on the westerly side of the following
described line:

Beginning at a point on the westerly right-of-way of the SCAFCA Inlet Structure west of the
Dulcelina Curtis Channel, said point being forty (40) north of the south boundary of the Lands of
C’ de Baca,

Thence, northwesterly, northeasterly, westerly, and northerly along said westerly right-of-way of
the SCAFCA Inlet Structure to a point forty (40) feet southerly of the most northwesterly
corner of said SCAFCA Inlet Structure.

SEGMENT “H3” - DESCRIPTION OF THE ROAD ALONG THE SOUTH SIDE OF THE
SSCAFCA INLET STRUCTURE

A dedicated right-of-way being forty (40) feet wide, on the southerly side of the following
described line:

Beginning at a point on the southeasterly right-of-way of the SCAFCA Inlet Structure west of
the Dulcelina Curtis Channel, said point being the intersection of the south boundary of the
Lands of C’ de Baca and said southeasterly right-of-way of the SCAFCA Inlet Structure,

Thence, southwesterly along said southeasterly right-of-way of the SCAFCA Inlet Structure to
the most southerly corner of said SCAFCA Inlet Structure,

Thence, northwesterly along the southwesterly right-of-way of said SCAFCA Inlet Structure to
a point on said south boundary of the Lands of C’ de Baca.

SEGMENT “T” - DESCRIPTION OF THE ROAD FROM THE WESTERLY END OF THE
FREEDMAN EASEMENT TO THE SOUTHERLY BOUNDARY OF PARCEL A OF THE
LANDS OF BRUCE CAIRD GROUP

A dedicated right-of-way being forty (40) feet wide, twenty (20) feet on each side of the
following described centerline:

Beginning at a point on the westerly end of the Freedman Easement, said point being the
intersection of the centerline of said Freedman Easement and said westerly end of the Freedman
Easement,

Thence, westerly, northwesterly and northerly along curve(s) [to be determined by the Village
Engineer] to the point on the southerly boundary of the Lands of the Perea Irrevocable Trust
common to Lots 14 and 15,
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Thence, northerly along the boundary common to said Lots 14 and 15 of the Lands of the Perea Irrevocable Trust to the point on the northerly boundary of said Lands of the Perea Irrevocable Trust common to said Lots 14 and 15 (also being a point on the southerly boundary of Parcel A of the Lands of Bruce Caird Group),

The above described centerline terminates at this point, said point being the intersection of said boundary common to Lots 14 and 15 of the Lands of the Perea Irrevocable Trust and said southerly boundary of Parcel A of the Lands of Bruce Caird Group.

NOTE: If this road is not utilized as access to Parcel A of the Lands of Bruce Caird Group, this road shall terminate at a point on the northerly side of the thirty (30) foot Private Access and Utility Easement of the Lands of the Perea Irrevocable Trust.

SEGMENT “J” - DESCRIPTION OF THE FREEDMAN ROAD

A dedicated right-of-way being forty (40) feet wide, on the northerly boundary of a portion of Tract 23-A, coinciding with the following legal description:

Parcel 3 (40 Foot Road Easement), of the Replat of the Roads Along the Harvey C. Jones & Dulcelina Curtis Channels.

SEGMENT “K” - DESCRIPTION OF THE EASTERLY PORTION OF THE PASEO C’ DE BACA

A dedicated right-of-way being forty (40) feet wide, on the north side of the following described line:

Beginning at a point on the south boundary of the Lands of C’ de Baca, said point being the intersection of the westerly right-of-way of the Dulcelina Curtis Channel and said south boundary of the Lands of C’ de Baca,

Thence, west along said south boundary of the Lands of C’ de Baca to a point on the easterly right-of-way of the SSCAFCA Inlet Structure.

NOTE: The above-described right-of-way coincides with a portion of the southerly forty (40) feet of Paseo C’ de Baca, being a fifty (50) foot Private Road Easement.
SEGMENT "L" - DESCRIPTION OF THE DULCELINA CURTIS/HARVEY C. JONES CHANNELS ROAD

A dedicated right-of-way being sixty (60) feet wide, on the westerly and northerly sides of the following described line:

Beginning at a point on the westerly right-of-way of the Dulcelina Curtis Channel, said point being the intersection of the south boundary of the Lands of C’ de Baca and said westerly right-of-way of the Dulcelina Curtis Channel,

Thence, southerly along said westerly right-of-way of the Dulcelina Curtis Channel to a point on the northerly right-of-way line of the Harvey C. Jones Channel,

Thence, westerly along said northerly right-of-way of the Harvey C. Jones Channel to a point on the south side of the forty (40) foot Freedman Road Easement (access to the westerly extension of Tract 23-A).

The above described line terminates at this point, said point being the intersection of said northerly right-of-way of the Harvey C. Jones Channel and said south side of the Freedman Road Easement.
Appendix C

MAPS

The following maps are included:

Map 1 Existing Conditions and Plan Area Boundary
Map 2 Transportation
Map 3 Zoning
Map 4 Development Fees Service Area
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Appendix D

RESOURCE BOOK

A three ring binder titled “Far NW Sector Resource Book” is maintained in the Village of Corrales Planning & Zoning Office. It contains maps and legal documentation for the Far Northwest Sector Plan area.
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Appendix E

CHANGES TO THE NORTHWEST SECTOR PLAN

The Northwest Sector Plan in its Policy 9 provides: “The ‘prudent line’ drainage management approach of the Los Montoyas Arroyo will be applied to all proposed subdivisions within this portion of the plan area.” Article III, Subdivisions, in the Village’s Land Use ordinances, states in Section 18-82 (b) Density Requirements, with regard to Major subdivisions, that: “These subdivisions shall not have a greater density than one single-family dwelling unit per net one acre in the A-1 zoned areas ...”

Therefore, the Northwest Sector Plan should be amended so that the density credits in Policy 9 only apply to Intermediate subdivisions.
APPENDIX B
ORDINANCE NO. 365
AN ORDINANCE OF THE VILLAGE OF CORRALES; RELATING TO A PORTION OF THE FAR NORTHWEST SECTOR AS DESCRIBED IN EXHIBITS "A" AND "B" TO THIS ORDINANCE; RELATING TO THE DEVELOPMENT FEES ACT; ESTABLISHING A DESIGNATED SERVICE AREA BOUNDARY; ESTABLISHING LAND USE ASSUMPTIONS WITHIN THE DESIGNATED SERVICE AREA; SETTING FORTH THE TIME PERIOD OF THE PROJECTIONS AND A DESCRIPTION OF THE GENERAL NATURE OF THE CAPITAL IMPROVEMENT FACILITIES THAT MAY BE PROPOSED.

Whereas, an area within the boundaries of the Village of Corrales known as the Far Northwest Section (FNWS) is the largest area of privately owned undeveloped land in the Village; and

Whereas, the Village Planning Commission, Village Council and other Village Committees or Commissions have been studying the potential for development and planning for the development of the FNWS for the past decade; and

Whereas, development issues have included but were not limited to the portion planned for commercial, the portion for residential, how to preserve existing uses which are in harmony with Village planning goals, how to eliminate existing uses not in harmony with Village planning goals and finally how to accomplish financing and installation of infrastructure needed to accommodate development; and

Whereas, the purpose of this Ordinance is to continue the formal process of establishing a formula for payment of fees by developers to be used to finance infrastructure necessary because of the development of the land.

BE IT ORDAINED BY THE GOVERNING BODY, the Village Council of the Village of Corrales that:

Section 1. Service Area/Impact Fee Area

The service area under the Development Fees Act §5-8-1 et. seq. NMSA 1978 is the Far Northwest Sector as described on Exhibit "A" to this Ordinance.

Exhibit "A" is the legal description of the service area and Exhibit "B" to this Ordinance is a map of the Far Northwest Sector service area. Vasa Ranch LLC, owners of the El Dorado de Corrales subdivision, requested and received approval of this subdivision pursuant to Village Ordinances and procedures in effect prior to the adoption of this Ordinance. Exhibit "C" to this Ordinance is a copy of the duly executed Subdivision Improvement Agreement Public And/Or Private between the Village of Corrales and Vasa Ranch, LLC entered into February 1, 2003. Pursuant to that
Agreement, Vasa Ranch, LLC has agreed to construct capital improvements facilities to serve the property to be developed as the El Dorado de Corrales subdivision. The facilities agreed to be constructed are in full satisfaction of all Village Ordinance requirements existing as of February 1, 2003. Paragraph 12 of the Agreement exempts this subdivision from impact fees. The Agreement was entered into in full compliance with applicable Ordinances and procedures. Since the Developer has agreed to construct and dedicate all improvements required at the time of subdivision approval, the lots in the subdivision will not be counted as development units or be subject to impact fees. Exhibit "D" depicts off site and on site capital improvements facilities constructed by Vasa Ranch LLC in accordance with the Agreement, namely the Dulcelina Curtis Bridge the Calle Contenta and Paseo Cesar Chavez paving and drainage and a portion of Village Road segment "L"/ Paseo Tomas Montoya. The value of these improvements shall not be considered in calculating impact fees assessed against lots in the entire service area. Based on Village of Corrales estimated costs for proposed capital improvements dated September 2003, Vasa Ranch LLC constructed improvements total a cost in excess of potential impact fee charges in the service area.

Section 2. Land Use Assumption/Projections of Development Time Period

The following is a description of the time period of the projections on the land use assumptions and general nature of the capital improvements facilities that may be proposed:

- **Time Period Of The Projections On The Land Use Assumptions:**

**PROJECTIONS OF CHANGES IN LAND USES**

Because of existing zoning, Corrales growth in the Far Northwest Section will be mostly residential. With the exceptions of those lands held by the Village of Corrales and the Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), the plan area remains in private ownership. The lands held by the Village and SSCAFCA are aligned along the Los Montoyas Arroyo/Harvey Jones Channel at the southern boundary and along the Dulcelina Curtis Channel on the eastern boundary.

1. It is estimated that approximately 224 acres of the 357 acres could be "buildable 1 acre lots" *(Village of Corrales Planning and Zoning revisions to Larkin Group estimates dated October 25, 2002)*. The estimate excludes all 39 lots of the El Dorado de Corrales subdivision. They are not counted as service units or to be subject to impact fees because this subdivision came in for approval and the developer satisfied all then existing land use policies, regulation and laws and further complied with the development agreement duly and properly entered into. He was required to construct off site improvements consisting of the Dulcelina


Curtis Bridge, Paseo Cesar Chavez, Calle Contenta and Road segment “L” paving and drainage, the cost of which spread over 39 lots is substantially the same as if these lots were to have been assessed impact fees. The Capital Improvements Advisory Committee recommends using the more conservative estimate of 214 “buildable 1 acre lots” as an appropriate reflection of area conditions. 214 service units are used in the Land Use Assumptions.

2. Of the 357 acres available, approximately 73.5 acres (Larkin Group Ltr. Dtd. May 17, 2002) are established for the Neighborhood Commercial and Office District on the west end of the service area (see Draft Map 3, Zoning, Village of Corrales Far Northwest Sector) to provide for a zone district similar to the Neighborhood Commercial and Service District found along Corrales Road.

DENSITIES, INTENSITIES AND POPULATION

The Village of Corrales has evolved through the centuries from a Pueblo Indian settlement to a small municipality between Albuquerque and Rio Rancho. According to the data (found on Table DP-1, Profile of General Demographic Characteristics: Census 2000), the Village of Corrales now has a total population of 7,334. Also, the Census 2000 data identifies “Average household size” at “2.60.”

The A-1 agricultural and rural residential zone district maintains a rural and open space character of lands within the village with low-density residential and agricultural development. As such, densities are limited to one dwelling unit per net acre. Given the estimation that the total acreage in the Development Fees Service Area consists of 357 acres of A-1, the following situation could exist.

Scenario A: Should full build out occur within five years for 214 residential units at 2.60 persons per household, a population increase of approximately 556 would occur.

Given an estimation that the Neighborhood Commercial and Office District consists of 73.5 acres with a yield of approximately 50 buildable acres; and an extreme example where this district was solely Neighborhood Commercial and Office, the following situation could exist.

Scenario B: Should full build out occur within five years for 154 residential units at 2.60 persons per household, a population increase of approximately 400 would occur.

Notwithstanding, it is expected to take 7-10 years for 50% of the homes to be built and 20 years to reach a 90% + build out.
Section 3. Capital Improvements (Roads, Streets, Wells And Tank) Infrastructure That May Be Proposed To Support Planned Development

- Capital Improvements Facilities that may be proposed are as follows:

1. Harvey Jones Bridge (Access "D")
2. Rio Vista Entrance (Access "B")
3. Paseo Tomas Montoya West of Loma Larga to Access "D"
4. Loma Larga from Camino Todos Los Santos to Paseo Tomas Montoya
5. Fire Department well and tank
6. Road segment "L" south of El Dorado de Corrales Subdivision to road segment "J"
7. Access "A" at New Mexico State Hwy. 528 and Northern Blvd.
8. Acquiring the right of way for segment "A" (the road through the commercial district).

PASSED, ADOPTED AND APPROVED this 9th day of September 2003.

Honorable Gary Kanin
Mayor, Village of Corrales

ATTEST:

Tina Gonzales
Clerk, Village of Corrales
Beginning at the point common to the north boundary of the Village of Corrales and the outside of the westerly wall of the existing concrete structure of the Dulcelina Curtis Channel.

Thence, southerly, southeasterly, easterly, and northeasterly along the outside of the westerly and the southerly walls of the Dulcelina Curtis Channel to the outside of the northerly wall of the existing concrete structure of the Harvey Jones Channel,

Thence, southwesterly along the outside of the northerly wall of the Harvey Jones Channel to a point identified as channel wall stationing '118' on the Harvey Jones Channel,

Thence, southeasterly across the Harvey Jones Channel to a point on the outside of the southerly wall of the existing concrete structure of the Harvey Jones Channel identified as channel wall stationing '118' on the Harvey Jones Channel,

Thence, northeasterly along the outside of the southerly wall of the Harvey Jones Channel to the westerly right-of-way of the 120' wide Corrales Main Canal parcel,

Thence, southerly along the westerly right-of-way of the 120' wide Corrales Main Canal parcel to the southerly right-of-way of Camino Todos Los Santos,

Thence, westerly along the southerly right-of-way of Camino Todos Los Santos to the westerly right-of-way of Loma Larga Road,

Thence, northerly along the extension of the westerly right-of-way of Loma Larga Road to the southerly right-of-way of Paseo Tomas Montoya,

Thence, southwesterly along the southerly right-of-way of Paseo Tomas Montoya to a point opposite channel wall stationing '121' on the Harvey Jones Channel,

Thence, northerly across the Paseo Tomas Montoya right-of-way and the Harvey Jones Channel to a point on the outside of the northerly wall of the Harvey Jones Channel identified as channel wall stationing '121' on the Harvey Jones Channel,

Thence, westerly along the outside of the northerly wall of the Harvey Jones Channel to the end of the Harvey Jones Channel,

Thence, south to the centerline of the Harvey Jones Channel / Harvey Jones Channel Inlet Structure,

Thence, westerly along the meandering centerline of Los Montoyas Arroyo to the westerly boundary of the Village of Corrales,

Thence, north-northeasterly along the westerly boundary of the Village of Corrales to a point 150 feet southwesterly of (and measured perpendicular to) the projected centerline of Northern Blvd.,

Thence, northwesterly along a line 150 feet southwesterly of and paralleling the projected and existing centerline of Northern Blvd. to the westerly right-of-way of Rio Rancho Blvd. (NM 528).
Thence, northeasterly along the westerly right-of-way of Rio Rancho Blvd. (NM 528) to a point 150 feet northeasterly of (and measured perpendicular to) the existing centerline of Northern Blvd.,

Thence, southeasterly along a line 150 feet northeasterly of and paralleling the existing and projected centerline of Northern Blvd. to the north boundary of the Village of Corrales,

Thence, easterly along the north boundary of the Village of Corrales to the west right-of-way of the unnamed publicly dedicated road, between Blocks 155 and 166 of Unit Seventeen, Rio Rancho Estates Subdivision,

Thence, northerly along the west right-of-way of the unnamed publicly dedicated road to the centerline of Rio Vista Drive,

Thence, easterly along the centerline of Rio Vista Drive to the east right-of-way of the unnamed publicly dedicated road,

Thence, southerly along the east right-of-way of the unnamed publicly dedicated road to the north boundary of the Village of Corrales,

Thence, easterly along the north boundary of the Village of Corrales to the outside of the westerly wall of the existing concrete structure of the Dulcelina Curtis Channel, and point of beginning.
SUBDIVISION IMPROVEMENT AGREEMENT
PUBLIC AND/OR PRIVATE

THIS AGREEMENT is made this ___ day of ____________, 2003 by and between the Village of Corrales ("Village"), a municipal corporation, whose address is P.O. Box 707, Corrales, New Mexico 87048 and VASA Ranch, LLC, a New Mexico limited liability company (the Subdivider), whose address is P.O. Box 25924, Albuquerque, New Mexico 87125 and whose telephone number is (505) 843-8181, is made in Corrales, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital.
   a. The Subdivider is developing certain lands within the Village of Corrales, New Mexico, known as lot "A", Lands of Bruce Caird (the "Subdivision").
   b. The Subdivider certifies that the subdivision is owned by Vasa ranch, LLC.
   c. Subdivider has submitted and the Village has approved a preliminary plat identified as: El Dorado de Corrales, a Subdivision of the Westerly Portion of Lot A, Bruce Caird Group, within projected sections 15 and 16, township 12 north, range 3 east, New Mexico principle meridian, Town of Alameda Land Grant, Village of Corrales, Sandoval County, New Mexico describing Subdivider's Property.
   d. As a result of the development of the Subdivision, the Village requires the Subdivider, at no cost to the Village, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements and to create a homeowners association with the duty to maintain, replace or reconstruct such improvements in the future.
   e. These actions are a prerequisite to approval of the final plat of, or the Site Development Plan for, the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements within and outside the boundaries of the Subdivision described in Exhibit A, attached hereto and incorporated hereto as if fully set out which is the final plat prepared by Huit Zollars, Inc., and on it is shown the public and/or private improvements (as shown on Attachment A) both on site and off site which the Subdivider agrees to install and complete and it shows those improvements to be dedicated to the Village. Dedication of the bridge and drainage and ponding in near proximity to the Ducelina Curtis Channel and Harvey Jones Channel and/ or located on SSCAFCA property is subject to prior inspection and approval of its placement and construction by SSCAFCA to the satisfaction of the Village, on or before the 31st day of December, 2003 ("Construction Completion Estimate"), at no cost to the Village. The improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the Village.

3. Requirements. The Village will issue a permit to proceed with construction of the public and/or private improvements, which are committed to be constructed by the Subdivider by this Agreement after:

A. The Subdivider causes to be submitted all documents, and meets all reasonable requirements of the Village.
B. The Subdivider complies with all applicable laws, ordinances, and regulations.
SUBDIVISION IMPROVEMENT AGREEMENT
PUBLIC AND/OR PRIVATE

4. Surveying, Inspections and Testing. The improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public and private improvements shall be performed by Huitt Zollars Engineers. If the construction surveying is performed by an entity other than the Village, the Village may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the Village, which the Village requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the Village its cost for any construction surveying or construction surveying-monitoring performed by the Village that is done in conjunction with Huitt Zollars, Inc.

B. Construction Inspection Methods. Inspection of the construction of the public and/or private improvements shall be performed by the Village Engineer and SSCAFCA. The Subdivider shall reimburse to the Village actual costs for the inspection observation service of the Village Engineer that is done in conjunction with Huitt Zollars, Inc.

C. Field Testing. Field-testing of the construction of the public and/or private improvements shall be performed by a laboratory approved by the Village Engineer. The Subdivider shall reimburse to the Village actual costs for the inspection service of the Village Engineer that is done in conjunction with Huitt Zollars, Inc.

D. Additional Testing. The Village retains the right to perform all additional testing which the Village Engineer deems is necessary or advisable and is in concurrence with Huitt Zollars, Inc. The Subdivider shall pay the Village its actual cost no later than 30 days after the billing date.

E. Financial Guaranty. If final plat approval is not requested prior to construction of the public and/or private improvements agreed to be constructed under this agreement, a financial guaranty is not required. If final plat approval is requested prior to construction of the public and/or private improvements, the Subdivider must provide the Village with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the improvements as approved by the Village Engineer and reviewed and approved by SSCAFCA. The financial guaranty must be irrevocable and may be in the form of a letter of credit or evidence of an escrow deposit, issued by an FDIC or FSLIC-insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; qualified title to land within the subdivision, or other pledge of liquid assets which meets all Village requirements, each of which is subject to the reduction provisions below. The Subdivider shall give written notice to the Village Engineer of the date of construction completion. The Village Engineer shall then have twenty (20) days within to inspect the improvements. After the final inspection of the Village Engineer, the financial guarantee may be reduced in amount equal to the percentage of work completed and accepted, but in any event no more than fifty percent (50%) of the financial guarantee will be released for a period of one year during which time the Village may take possession of any amount sufficient to reconstruct or
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repair damages due to defective material or workmanship. At the option of the Subdivider, a financial guarantee in the form of a surety bond may be substituted for any other guarantee previously accepted by the Village for the remaining balance (i.e., fifty percent (50%) of the original bonded amount).

F. The Subdivider and or his agents will not present, publish, or utilize the final plat for any purposes until an FDIC or FSLIC-insured Financial Institution accepts the final plat and issues financial guarantees and the Village accepts that guarantees.

5. Conveyance of Property Rights. When the improvements are completed, if the Village does not own the real property upon or in which the public improvements are constructed, and if the public improvements are to be maintained in the future by the Village, the Subdivider will convey to the Village all real and personal property rights and all public improvements, free and clear of all claims, encumbrances and liens which the Village deems reasonably necessary. Conveyance may be made by appropriate dedication on the final plat of the subdivision. Prior to conveyance to the Village, the Subdivider is required to show by abstract of title or title insurance that the property is free and clear of all claims, encumbrances and liens.

6. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the improvements if the following conditions are met:

A. The Village Engineer certifies that at least 60% of the public or private improvements agreed to be constructed have been satisfactorily completed.

B. Free standing functionally independent. The completed improvements must be free-standing and functionally independent of any improvements which have not yet been completed and completed in substantial compliance with the approved construction plans, as determined by Village on-site inspection in order to qualify for a Financial Guaranty reduction. If the improvements that have been completed meet all Village requirements, the Village Engineer will estimate the cost of completing the remaining improvements. Thereafter, the Subdivider must submit the following documents to the Village for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125 percent of the cost of completing the remaining improvements, as estimated by the Village; and Huitt Zollars, Inc.

(2) Conveyance of real and personal property rights which meet the requirements of section 5 of this Agreement.

After the Village receives and approves the required documents, the Village shall issue a Certificate of Partial Completion and Acceptance for the completed public improvements and a Certificate of Partial Completion for the completed private improvements.

6. Indemnification. Until the improvements are accepted by the Village, the Subdivider shall be solely responsible for maintaining the premises upon which the improvements are being
SUBDIVISION IMPROVEMENT AGREEMENT
PUBLIC AND/OR PRIVATE

constructed in a safe condition. The Subdivider agrees to defend, indemnify and hold harmless the Village and its officers, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of a landowner; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of the actions described in section 56-7-1 A. and B. NMSA1978. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the Village and the Subdivider and the express written concurrence of any financial institution or surety, which has undertaken to guarantee the completion of the improvements. The Village’s or the subdivider’s approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

8. Release. If the Subdivision or any part thereof is sold, conveyed, or assigned, the Village will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all improvements until a successor in interest to the Subdivider has posted a suitable financial guaranty and entered into a Subdivision Improvements Agreement with the Village. Thereafter, when the Subdivider’s successor in interest has provided a substitute Financial Guaranty acceptable to the Village and has entered into a Subdivision Improvement Agreement acceptable to the Village, the Village will release this Agreement and any related Financial Guaranty.

9. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the improvements by the Construction Completion Deadline, the Village may, but is not obligated to, construct or cause the improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the Village for the total cost, including, but not limited to engineering, legal and contingent costs, together with any, either direct or consequential, which the Village may sustain as a result of Subdivider’s failure to perform as required by this Agreement. If the direct or indirect costs to the Village exceed the amount paid to the Village by the Financial Guaranty, or the Subdivider the Subdivider shall be liable to, and shall pay, the Village for all such costs. The surety or sureties shall be jointly and severally liable to pay to and indemnify the Village for the total cost to the extent of their obligations pursuant to the Financial Guaranty.

10. Binding on Subdivider’s Property. The provisions of this Agreement constitute covenants running with the Subdivider’s Property for the benefit of the Village and its successors and assigns until terminated or satisfied in every respect, and are binding on the Subdivider and the Owner and their heirs, successors and assigns. This Agreement shall be recorded in the deed records of the county in which the subdivision lies and the real property to which this Agreement
SUBDIVISION IMPROVEMENT AGREEMENT
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attaches as a covenant running with the land is described on the attached Exhibit “B” incorporated herein as if fully set out.

11. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider’s and the Village’s addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. Mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

12. Impact Fees. This project shall not be subject to impact fees in any way whatsoever. In the event an impact fee area is established in the Far Northwest Sector or in the Village, this project shall be wholly excluded from such areas. The public and/or private improvements being provided by the Subdivider are being done so pursuant to the subdivision requirements of the Village. They are the minimum requirements of any subdivider requiring legal and suitable access to all lots in a subdivision. The Subdivision, being excluded from an impact fee area—therefore being exempt from impact fees also may not claim impact fee credits for the value of any donated private and/or public improvements. The Subdivider may not sell any credits to any subdivider, subdividing in an impact fee area.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution thereof or contemporaneous herewith.

14. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

15. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable.

16. Captions. The captions to the sections or paragraphs of this Agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

17. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the Subdivider and approved as to form by the Village’s Attorney on this form.

18. Authority to Execute. If the Subdivider signing below is not the Owner of the real property constituting the subdivision, the Owner must have executed a Power of Attorney giving the subdivider the power to enter into this Agreement or the owner must enter into this Agreement.
SUBDIVISION IMPROVEMENT AGREEMENT
PUBLIC AND/OR PRIVATE

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: Vasa Ranch, LLC

By: Eric A. Youngberg
Name: _____________________________
Dated: _____________________________

SUBDIVIDER'S NOTARY
STATE OF New Mexico)
) ss.
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on the ___ day of February, 2003
By: ________________________________

My Commission Expires: Oct 16, 2005

VILLAGE OF CORRALES

Dated: February 11, 2003

STATE OF New Mexico)
) ss.
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on the ___ day of February, 2003
By: Gary Kanin

My Commission Expires: 08-08-03

Notary Public

Mayor

Notary Public
Larkin Group letter dated May 17, 2002

May 17, 2002

Mr. Daniel Beaman
Director of Planning and Zoning
Village of Corrales
Via: Fax

Re: Revised Land Use Assumptions/Far NW Sector/Task 76

Dear Mr. Beaman:

For your review and discussion with the Advisory Committee:

Total Acreage in FARNW Sector: 402 Acres
SSCAFCA and Village lands: 22 Acres
Net developable: 380 Acres
Roadway acreage for CIP construction: 20 Acres
Net units: 360 Acres
20% estimated loss for internal roads: 72 Acres
Loss due to SCAFCA "erosion line" 28 Acres
"Buildable" 1 Acre lots: 260 units
Comm. District Area, included in the 260 acres: 73.5 Acres

Please feel to contact me for any additional information on this matter.

Stephen J. Grollman, PE
Project Manager
LETTER OF TRANSMITTAL
Planning & Zoning Department
Village of Corrales
P.O. Box 707, Corrales, New Mexico 87048
Phone: (505) 897-0502 Ext. 18 / Fax: (505) 897-7217
Email: zoning@village.corrales.nm.us

To: Capital Improvements Advisory Committee
   Gary Parker Chair

From: Claudia Smith
   Planning & Zoning Administrator

Date: October 25, 2002


Total Acreage in FARNW Sector Service Area: 357 Acres

SSCAFCA and Village lands: 22 Acres

Net developable: 335 Acres

Deductions

Roadway acreage for FARNW Sector Plan Improvements: 20 Acres

Net Units: 315 Acres

20% estimated loss for internal roads, drainage, and erosion courses: 63 Acres

Loss due to SSCAFCA “Erosion Envelope”: 28 Acres

“Buildable one (1) Acre lots: 224 units

Commercial District Area included in the 357 acres: 73.5 Acres

Submitted for review and approval with the CIAC

Claudia Smith
Planning and Zoning Administrator
Table DP-1 Profile of General Demographic Characteristics: Census 2000

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<td>11 years and over</td>
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<td><strong>RACE</strong></td>
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<tr>
<td>Other Pacific Islander</td>
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<td>0.02</td>
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<td>Some other race</td>
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<td>Two or more races</td>
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<td>Race alone or in combination with one or more other races:</td>
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<td>American Indian and Alaska Native</td>
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<td>Asian</td>
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<td>Native Hawaiian and Other Pacific Islander</td>
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<td><strong>HISPANIC OR LATINO AND RACE</strong></td>
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</tr>
<tr>
<td>Total population</td>
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<tr>
<td>Hispanic or Latino (of any race)</td>
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<td>Mexican</td>
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<td>Puerto Rican</td>
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<td>Cuban</td>
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<td>Other Hispanic or Latino</td>
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<td>Not Hispanic or Latino</td>
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<tr>
<td>Total population</td>
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<tr>
<td>In households</td>
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<td>100.0</td>
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<td>Husband</td>
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<tr>
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<td>Child</td>
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<td>Own child under 18 years</td>
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<td>Other relatives</td>
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<td>Under 18 years</td>
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<td>Unmarried partner</td>
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<td><strong>HOUSEHOLD BY TYPE</strong></td>
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<tr>
<td>Total households</td>
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<tr>
<td>Family households (families)</td>
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<td>75.3</td>
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<td>With own children under 18 years</td>
<td>1,911</td>
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<tr>
<td>Married-couple family</td>
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<td>With own children under 18 years</td>
<td>755</td>
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<td>Female householder, no husband present</td>
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<tr>
<td>With own children under 18 years</td>
<td>118</td>
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<td>Nonfamily households</td>
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<td>Householder living alone</td>
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<td>Householder 65 years and over</td>
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<tr>
<td>Households with individuals under 18 years</td>
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<td>34.8</td>
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<tr>
<td>Households with individuals 65 years and over</td>
<td>553</td>
<td>19.3</td>
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<td><strong>HOUSING OCCUPANCY</strong></td>
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<tr>
<td>Total occupied units</td>
<td>2,819</td>
<td>100.0</td>
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<tr>
<td>Occupied housing units</td>
<td>2,819</td>
<td>94.5</td>
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<tr>
<td>Vacant housing units</td>
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<td>5.5</td>
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<tr>
<td>For seasonal, recreational, or occasional use</td>
<td>22</td>
<td>0.7</td>
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<tr>
<td><strong>HOUSING TENURE</strong></td>
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<td></td>
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<tr>
<td>Owner-occupied housing units</td>
<td>2,427</td>
<td>86.7</td>
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<tr>
<td>Renter-occupied housing units</td>
<td>347</td>
<td>12.3</td>
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<tr>
<td>Average household size of owner-occupied units</td>
<td>2.42</td>
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</tr>
<tr>
<td>Average household size of renter-occupied units</td>
<td>2.03</td>
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</table>

- Represents zero or rounds to zero. (X) Not applicable.
1 Other Asian alone, or two or more Asian categories.
2 Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
3 In combination with one or more of the other races listed. The six numbers may add to more than the total population and the six percentages add to more than 100 percent because individuals may report more than one race.

Source: U.S. Census Bureau, Census 2000.
improvements as follows:
All listed improvements on the Final plat of the Subdivision prepared by Huitt Zollars, Inc. and on it as shown the public and/or private improvements both on site and off site which the subdivider agrees to install and complete and it shows those improvements to be dedicated to the Village. (improvements listed below)

20-Nov-02

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>UNIT QUAN.</th>
<th>AMOUNT</th>
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<tr>
<td></td>
<td>Off-Site Roadway Quantities</td>
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<tr>
<td>1</td>
<td>Excavation</td>
<td>$45,000.00</td>
<td>LS 1</td>
<td>$45,000.00</td>
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<tr>
<td>2</td>
<td>3&quot; Asphalt Concrete Pavement</td>
<td>$7.00</td>
<td>SY 3,680</td>
<td>$25,760.00</td>
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<td>6&quot; Thick Base Course</td>
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<td>SY 3,680</td>
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<td>4</td>
<td>Subgrade Prep</td>
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<td>Curb Contours 1.5&quot; Overlay w/ Tack Coat</td>
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<td>9</td>
<td>Plastic Pond Liner</td>
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<td>Off-Site Bridge Quantities</td>
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<td>Structure Excavation &amp; Backfill for Bridges</td>
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<td>Guardrail Anchors</td>
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<tr>
<td>12</td>
<td>Stop Signs w/ Street Name Signs</td>
<td>$300.00</td>
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<td>13</td>
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</table>
5-7-7. Fire district bonds not general county or municipal obligations; authentication.

A. Fire district bonds or refunding bonds issued as authorized in the Fire District Bond Act [5-7-1 to 5-7-7 NMSA 1978] are:
   (1) not general obligations of the county or municipality; and
   (2) collectible only from the proper pledged revenues, and each bond shall state that it is payable solely from the proper pledged revenues and that the bondholders may not look to any other county or municipal fund for the payment of the interest and principal of the bonds.

B. The bonds and coupons shall be signed and sealed as provided by the ordinance issuing the same, and the Uniform Facsimile Signature of Public Officials Act [6-9-1 to 6-9-6 NMSA 1978] shall be applicable.


ARTICLE 8
Development Fees

Sec. 5-8-1. Short title.
5-8-2. Definitions.
5-8-3. Authorization of fee.
5-8-4. Items payable by fee.
5-8-5. Items not payable by fee.
5-8-6. Capital improvements plan.
5-8-7. Maximum fee per service unit.
5-8-8. Time for assessment and collection of fee.
5-8-9. Additional fee prohibited; exception.
5-8-10. Agreement with owner regarding payment.
5-8-11. Collection of fees if services not available.
5-8-12. Entitlement to services.
5-8-13. Authority of municipality or county to spend funds or enter into agreements to reduce fees.
5-8-14. Requirement for governmental entities to pay fees.
5-8-15. Credits against facilities fees.
5-8-16. Accounting for fees and interest.
5-8-17. Refunds.
5-8-18. Compliance with procedures required.
5-8-19. Hearing on land use assumptions.
5-8-20. Information about assumptions available to public.
5-8-21. Notice of hearing on land use assumptions.
5-8-22. System-wide land use assumptions.
5-8-23. Capital improvements plan required after approval of land use assumptions.
5-8-24. Hearing on capital improvements plan and impact fee.
5-8-25. Information about plan available to public.
5-8-26. Notice of hearing on capital improvements plan and impact fee.
5-8-27. Advisory committee comments on capital improvements plan and impact fees.
5-8-28. Approval of capital improvements plan and impact fee required.
5-8-29. Consolidation of land use assumptions and capital improvements plan.
5-8-30. Periodic update of land use assumptions and capital improvements plan required.
5-8-31. Hearing on updated land use assumptions and capital improvements plan.
5-8-32. Hearing on amendments to land use assumptions, capital improvements plan or impact fee.
5-8-33. Notice of hearing on amendments to land use assumptions, capital improvements plan or impact fee.
5-8-34. Advisory committee comments on amendments.
5-8-35. Approval of amendments required.
5-8-36. Determination that no update of land use assumptions, capital improvements plan or impact fee is needed.
5-8-37. Advisory committee.
5-8-38. Duties to be performed within time limits.
5-8-40. Prior impact fees replaced by fees under development fees act.
5-8-41. No effect on taxes or other charges.
5-8-42. Moratorium on development prohibited.

5-8-1. Short title.

This act [5-8-1 to 5-8-42 NMSA 1978] may be cited as the “Development Fees Act”.

History: Laws 1993, ch. 122, § 1.
5-8-2. Definitions.

As used in the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978]:

A. "affordable housing" means any housing development built to benefit those whose income is at or below eighty percent of the area median income; and who will pay no more than thirty percent of their gross monthly income towards such housing;

B. "approved land use assumptions" means land use assumptions adopted originally or as amended under the Development Fees Act;

C. "assessment" means a determination of the amount of an impact fee;

D. "capital improvement" means any of the following facilities that have a life expectancy of ten or more years and are owned and operated by or on behalf of a municipality or county:
   (1) water supply, treatment and distribution facilities; wastewater collection and treatment facilities, and storm water, drainage and flood control facilities;
   (2) roadway facilities located within the service area, including roads, bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state and federal highways;
   (3) buildings for fire, police and rescue and essential equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more; and
   (4) parks, recreational areas, open space trails and related areas and facilities;

E. "capital improvements plan" means a plan required by the Development Fees Act that identifies capital improvements or facility expansion for which impact fees may be assessed;

F. "county" means a county of any classification;

G. "facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development, including schools and related facilities;

H. "hook-up fee" means a reasonable fee for connection of a service line to an existing gas, water, sewer or municipal or county utility;

I. "impact fee" means a charge or assessment imposed by a municipality or county on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, development fees and any other fee that functions as described by this definition. The term does not include hook-up fees, dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs if the dedication or construction is required by a previously adopted valid ordinance or regulation and is necessitated by and attributable to the new development;

J. "land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period;

K. "municipality" means any incorporated city, town or village, whether incorporated under general act, special act or special charter, and H class counties, including any home rule municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico;

L. "new development" means the subdivision of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units;

M. "qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of his license, education or experience;
N. "roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the municipality or county, including bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state or federal highways;

O. "service area" means the area within the corporate boundaries or extraterritorial jurisdiction of a municipality or the boundaries of a county to be served by the capital improvements or facility expansions specified in the capital improvements plan designated on the basis of sound planning and engineering standards; and

P. "service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions.

Cross references. — For establishment of H class county, see 4-44-3 NMSA 1978.

5-8-3. Authorization of fee.

A. Unless otherwise specifically authorized by the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978], no municipality or county may enact or impose an impact fee.

B. If it complies with the Development Fees Act, a municipality or county may enact or impose impact fees on land within its respective corporate boundaries.

C. A municipality and county may enter into a joint powers agreement to provide capital improvements within an area subject to both county and municipal platting and subdivision jurisdiction or extraterritorial jurisdiction and may charge an impact fee under the agreement, but if an impact fee is charged in that area, the municipality and county shall comply with the Development Fees Act.

D. A municipality or county may waive impact fee requirements for affordable housing projects.


5-8-4. Items payable by fee.

A. An impact fee may be imposed only to pay the following specified costs of constructing capital improvements or facility expansions:

1. estimated capital improvements plan cost;
2. planning, surveying and engineering fees paid to an independent qualified professional who is not an employee of the municipality or county for services provided for and directly related to the construction of capital improvements or facility expansions;
3. fees actually paid or contracted to be paid to an independent qualified professional, who is not an employee of the municipality or county, for the preparation or updating of a capital improvements plan; and
4. up to three percent of total impact fees collected for administrative costs for municipal or county employees who are qualified professionals.

B. Projected debt service charges may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes or other obligations issued to finance construction of capital improvements or facility expansions identified in the capital improvements plan.

5-8-5. Items not payable by fee.

Impact fees shall not be imposed or used to pay for:

A. construction, acquisition or expansion of public facilities or assets that are not capital improvements or facility expansions identified in the capital improvements plan;
B. repair, operation or maintenance of existing or new capital improvements or facility expansions;
C. upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
D. upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
E. administrative and operating costs of a municipality or county except as provided in Paragraph (4) of Subsection A of Section 4 [5-8-4 NMSA 1978] of the Development Fees Act;
F. principal payments or debt service charges on bonds or other indebtedness, except as allowed by Section 4 of the Development Fees Act; or
G. libraries, community centers, schools, projects for economic development and employment growth, affordable housing or apparatus and equipment of any kind, except capital improvements defined in Paragraph (3) of Subsection C[D] of Section 2 [5-8-2 NMSA 1978] of the Development Fees Act.

History: Laws 1997, ch. 122, § 3.
Bracketed material — The reference in Subsection G to Subsection C of 5-8-2 NMSA 1978, appears to actually refer to Subsection D of that section. The bracketed material was inserted by the compiler. It was not enacted by the legislature, and it is not part of the law.

5-8-6. Capital improvements plan.

A. A municipality or county shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan shall follow the infrastructure capital improvement planning guidelines established by the department of finance and administration and shall address the following:

1. a description, as needed to reasonably support the proposed impact fee, which shall be prepared by a qualified professional, of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand or replace the described capital improvements to adequately meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards;

2. an analysis, which shall be prepared by a qualified professional, of the total capacity, the level of current usage and commitments for usage of capacity of the existing capital improvements;

3. a description, which shall be prepared by a qualified professional, of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions;

4. a definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial;

5. the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

6. the projected demand for capital improvements or facility expansions required by new service units accepted over a reasonable period of time, not to exceed ten years; and

7. anticipated sources of funding independent of impact fees.
B. The analysis required by Paragraph (2) of Subsection A of this section may be prepared on a system-wide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

C. The governing body of a municipality or county is responsible for supervising the implementation of the capital improvements plan in a timely manner.


5-8-7. Maximum fee per service unit.

The fee shall not exceed the cost to pay for a proportionate share of the cost of system improvements, based upon service units, needed to serve new development.


5-8-8. Time for assessment and collection of fee.

A. Assessments of an impact fee shall be made at the earliest possible time. Collection of the impact fee shall occur at the latest possible time.

B. For land that has been platted in accordance with the subdivision or platting procedures of a municipality or county before the effective date of the Development Fees Act or for land on which new development occurs or is proposed without platting, the municipality or county may assess the impact fees at the time of development approval or issuance of a building permit, whichever date is earlier. The assessment shall be valid for a period of not less than four years from the date of development approval or issuance of a building permit, whichever date is earlier.

C. For land that is platted after the effective date of the Development Fees Act, the municipality or county shall assess the fees at the time of recording of the subdivision plat and this assessment shall be valid for a period of not less than four years from the date of recording of the plat.

D. Collection of impact fees shall occur no earlier than the date of issuance of a building permit.

E. For new development that is platted in accordance with the subdivision or platting procedures of a municipality or county before the adoption of an impact fee, an impact fee shall not be collected on any service unit for which a valid building permit has been issued.

F. After the expiration of the four-year period described in Subsections B and C of this section, a municipality or county may adjust the assessed impact fee to the level of current impact fees as provided in the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].


Compiler's notes.—The phrase "effective date of the Development Fees Act", in Subsections B and C, refers to the effective date of Laws 1993, ch. 122, which was July 1, 1993.

5-8-9. Additional fee prohibited; exception.

Except as provided in Subsection F of Section 8 [5-8-8 NMSA 1978] of the Development Fees Act, after assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed for any reason unless the number of service units to be developed increases. In the event of an increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

5-8-10. Agreement with owner regarding payment.

A municipality or county is authorized to enter into an agreement with the owner of a tract of land for which a plat has been recorded providing for a method of payment of the impact fees over an extended period of time otherwise in compliance with the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].


5-8-11. Collection of fees if services not available.

Impact fees may be assessed but shall not be collected unless the:

A. collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the municipality or county commits to complete construction within seven years and to have the service available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed but in no event longer than seven years;

B. municipality or county agrees that the owner of a new development may construct to adopted municipal or county standards or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the property owner of record at the time the plat of the other new development is recorded; or

C. time period set forth in Subsection A of this section can be extended, provided the municipality or county obtains a performance bond or similar surety securing performance of the obligation to construct the capital improvements or facility expansions but in no event longer than seven years from commencement of construction of the capital improvements or facility expansion for which fees have been collected. The municipality or county shall establish written procedures to ensure that the owner of a new development shall not lose the value of the credits. Any refund for fees shall be made as provided in Section 17 [5-8-17 NMSA 1978] of the Development Fees Act.


5-8-12. Entitlement to services.

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive prompt service from any existing facilities with actual capacity to serve the new service units.


5-8-13. Authority of municipality or county to spend funds or enter into agreements to reduce fees.

Municipalities or counties may spend funds from any lawful source or pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees. A developer and a municipality or county may agree to offset or reduce part or all of the impact fee assessed on that new development, provided that the public policy which supports the reduction is contained in the appropriate planning documents of the municipality or county and provided that the development's new proportionate share of the system improvement is funded with revenues other than impact fees from other new developments.

5-8-14. Requirement for governmental entities to pay fees.

Governmental entities shall pay all impact fees imposed under the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].


5-8-15. Credits against facilities fees.

Any construction of, contributions to or dedications of on-site or off-site facilities, improvements, or real or personal property with off-site benefits not required to serve the new development, in excess of minimum municipal and county standards established by a previously adopted and valid ordinance or regulation and required by a municipality or county as a condition of development approval shall be credited against impact fees otherwise due from the development. The credit shall include the value of:

A. dedication of land for parks, recreational areas, open space trails and related areas and facilities or payments in lieu of that dedication; and

B. dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs.

History: Laws 1993, ch. 122, § 15.

5-8-16. Accounting for fees and interest.

A. The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted.

B. Interest earned on impact fees shall become part of the account on which it is earned and shall be subject to all restrictions placed on the use of impact fees under the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].

C. Money from impact fees may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by the Development Fees Act.

D. The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours of the municipality or county.

E. As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service area identified as provided in Subsection A of this section.

History: Laws 1993, ch. 122, § 16.

5-8-17. Refunds.

A. Upon the request of an owner of the property on which an impact fee has been paid, the municipality or county shall refund the impact fee if existing facilities are available and service is not provided or the municipality or county has, after collecting the fee when service was not available, failed to complete construction within the time allowed under Section 11 [5-8-11 NMSA 1978] of the Development Fees Act or service is not available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed, but in no event later than seven years from the date of payment under Subsection A of Section 11 of the Development Fees Act.
B. Upon completion of the capital improvements or facility expansions identified in the capital improvements plan, the municipality or county shall recalculate the impact fee using the actual costs of the capital improvements or facility expansion. If the impact fee calculated based on actual costs is less than the impact fee paid, including any sources of funding not anticipated in the capital improvements plan, the municipality or county shall refund the difference if the difference exceeds the impact fee paid by more than ten percent, based upon actual costs.

C. The municipality or county shall refund any impact fee or part of it that is not spent as authorized by the Development Fees Act [5-3-1 to 5-8-42 NMSA 1978] within seven years after the date of payment.

D. A refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 56-8-3 NMSA 1978.

E. All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by a governmental entity, payment shall be made to the governmental entity.

F. The owner of the property on which an impact fee has been paid or a governmental entity that has paid the impact fee has standing to sue for a refund under this section.

History: Laws 1993, ch. 122, § 17.

5-8-18. Compliance with procedures required.

Except as otherwise provided by the Development Fees Act [5-3-1 to 5-8-42 NMSA 1978], a municipality or county shall comply with that act to levy an impact fee.


5-8-19. Hearing on land use assumptions.

To impose an impact fee, a municipality or county shall schedule and publish notice of a public hearing to consider land use assumptions within the designated service area that will be used to develop the capital improvements plan.


5-8-20. Information about assumptions available to public.

On or before the date of the first publication of the notice of the hearing on land use assumptions, the municipality or county shall make available to the public its land use assumptions, the time period of the projections and a description of the general nature of the capital improvement facilities that may be proposed.


5-8-21. Notice of hearing on land use assumptions.

A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain:
   (1) a headline to read as follows:
(2) the time, date and location of the hearing;
(3) a statement that the purpose of the hearing is to consider the land use assumptions that will be used to develop a capital improvements plan under which an impact fee may be imposed;
(4) an easily understandable map of the service area to which the land use assumptions apply; and
(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions.
C. The municipality or county, within thirty days after the date of the public hearing, shall approve or disapprove the land use assumptions.
D. An ordinance, order or resolution approving land use assumptions shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].


5-8-22. System-wide land use assumptions.
A. A municipality or county may adopt system-wide land use assumptions for water supply and treatment facilities in lieu of adopting land use assumptions for each service area for such facilities.
B. Prior to adopting system-wide land use assumptions, a municipality or county shall follow the public notice, hearing and other requirements for adopting land use assumptions.
C. After adoption of system-wide land use assumptions, a municipality or county is not required to adopt additional land use assumptions for a service area for water supply, treatment and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the system-wide land use assumptions.

History: Laws 1993, ch. 122, § 22.

5-8-23. Capital improvements plan required after approval of land use assumptions.
If the governing body adopts an ordinance, order or resolution approving the land use assumptions, the municipality or county shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 6 [5-8-6 NMSA 1978] of the Development Fees Act.


5-8-24. Hearing on capital improvements plan and impact fee.
Upon completion of the capital improvements plan, the governing body shall schedule and publish notice of a public hearing to discuss the adoption of the capital improvements plan and imposition of the impact fee. The public hearing must be held by the governing body of the municipality or county to discuss the proposed ordinance, order or resolution adopting a capital improvements plan and imposing an impact fee.
5-8-25. Information about plan available to public.

On or before the date of the first publication of the notice of the hearing on the capital improvements plan and impact fee, the plan shall be made available to the public.


5-8-26. Notice of hearing on capital improvements plan and impact fee.

A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON CAPITAL IMPROVEMENTS PLAN AND ADOPTION OF IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the proposed capital improvements plan and the adoption of an impact fee;

(4) an easily understandable map of the service area in which the proposed fee will be imposed;

(5) the amount of the proposed impact fee per service unit; and

(6) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.


5-8-27. Advisory committee comments on capital improvements plan and impact fees.

The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Development Fees Act shall file its written comments on the proposed capital improvements plan and impact fees before the fifth business day before the date of the public hearing on the plan and fees.

History: Laws 1993, ch. 122, § 27.

5-8-28. Approval of capital improvements plan and impact fee required.

A. The municipality or county, within thirty days after the date of the public hearing on the capital improvements plan and impact fee, shall approve, disapprove or modify the adoption of the capital improvements plan and imposition of an impact fee.

B. An ordinance, order or resolution approving the capital improvements plan and imposition of an impact fee shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].
5-8-29. Consolidation of land use assumptions and capital improvements plan.

A. In lieu of separately adopting the land use assumptions and capital improvements plan for a service area containing not greater than three hundred units, a municipality or county may consolidate the land use assumptions and the capital improvements plan, and adopt the assumptions, the plan and the impact fees simultaneously.

B. If a municipality or county elects to consolidate the land use assumptions and capital improvements plan as authorized by Subsection A of this section, the municipality or county shall first comply with Section 20 (5-8-20 NMSA 1978) of the Development Fees Act and follow the public notice and hearing requirements for adopting a capital improvements plan and impact fee as provided in Section 21 (5-8-21 NMSA 1978) of that act, except:

1. the headline for the notice by publication shall read as follows:

"NOTICE OF PUBLIC HEARING ON
ADOPTION OF LAND USE
ASSUMPTIONS AND
IMPACT FEES;"

2. the notice shall state that the municipality or county intends to adopt land use assumptions, a capital improvements plan and impact fees at the hearing and does not intend to hold separate hearings to adopt the land use assumptions, capital improvements plan and impact fees;

3. the notice shall specify a date, not earlier than sixty days after publication of the first notice, and must state that if a person, by not later than the date specified, makes a written request for separate hearings, the governing body shall hold separate hearings to adopt the land use assumptions and capital improvements plan; and

4. the notice shall provide the name and mailing address of the official of the municipality or county to whom a request for separate hearings shall be sent.

C. In addition to the requirements of Subsection B of this section, the municipality or county shall comply with all other requirements for adopting land use assumptions, a capital improvements plan and an impact fee.


5-8-30. Periodic update of land use assumptions and capital improvements plan required.

A. A municipality or county imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

B. The municipality or county shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].


5-8-31. Hearing on updated land use assumptions and capital improvements plan.

The governing body of the municipality or county shall, within sixty days after the date it receives the update of the land use assumptions and the capital improvements plan,
schedule and publish notice of a public hearing to discuss and review the update and shall
determine whether to amend the plan.


5-8-32. Hearing on amendments to land use assumptions, capital
improvements plan or impact fee.

A public hearing shall be held by the governing body of the municipality or county to
discuss the proposed ordinance, order or resolution amending land use assumptions, the
capital improvements plan or the impact fee. On or before the date of the first publication
of the notice of the hearing on the amendments, the land use assumptions and the capital
improvements plan, including the amount of any proposed amended impact fee per service
unit, shall be made available to the public.

History: Laws 1993, ch. 122, § 32.

5-8-33. Notice of hearing on amendments to land use assumptions,
capital improvements plan or impact fee.

A. The municipality or county shall publish notice of the hearing conforming to locally
adopted regulations governing change-of-zone requests, except as otherwise provided in this
section.

B. The notice must contain the following:

1. a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENTS
TO LAND USE ASSUMPTIONS, CAPITAL
IMPROVEMENTS PLAN OR
IMPACT FEES";

2. the time, date and location of the hearing;
3. a statement that the purpose of the hearing is to consider amendments to land
use assumptions, capital improvements plan or impact fees;
4. an easily understandable description and map of the service area on which the
update is being prepared; and
5. a statement that any member of the public has the right to appear at the hearing
and present evidence for or against the update.

History: Laws 1993, ch. 122, § 33.

5-8-34. Advisory committee comments on amendments.

The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Develop-
ment Fees Act shall file its written comments with the applicable municipality or county on
the proposed amendments to the land use assumptions, capital improvements plan or
impact fees before the fifth business day before the date of the public hearing on the
amendments.

History: Laws 1993, ch. 122, § 34.

5-8-35. Approval of amendments required.

A. The municipality or county, within thirty days after the date of the public hearing on
the amendments, shall approve, disapprove, revise or modify the amendments to the land
use assumptions, the capital improvements plan or impact fees.
B. An ordinance, order or resolution approving the amendments to the land use assumptions, the capital improvements plan or impact fees shall not be adopted as an emergency measure and such adoption must comply with the procedural requirements of the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].

History: Laws 1993, ch. 122, § 35.

5-8-36. Determination that no update of land use assumptions, capital improvements plan or impact fee is needed.

A. If at the time an update under Section 30 [5-8-30 NMSA 1978] of the Development Fees Act is required, the governing body determines that no changes to the land use assumptions, capital improvements plan or impact fees are needed, it may, as an alternative to the updating requirements of Sections 30 through 35 [5-8-30 to 5-8-35 NMSA 1978] of the Development Fees Act, publish notice of its determination conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES";

(2) a statement that the governing body of the municipality or county has determined that no change to the land use assumptions, capital improvements plan or impact fees are necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least sixty days after publication of the notice, a person makes a written request to the designated official of the municipality or county requesting that the land use assumptions, capital improvements plan or impact fees be updated, the governing body may accept or reject such request by following the requirements of Sections 30 through 35 of the Development Fees Act; and

(5) a statement identifying the name and mailing address of the official of the municipality or county to whom a request for an update should be sent.

C. The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plan and impact fees before the fifth business day before the earliest notice of the governing body's decision that no update is necessary is mailed or published.

D. If by the date specified in Paragraph (4) of Subsection B of this section, a person requests in writing that the land use assumptions, capital improvements plan or impact fees be updated, the governing body shall cause, accept or reject an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 30 through 35 of the Development Fees Act.

E. An ordinance, order or resolution determining the need for updating land use assumptions, capital improvements plan or impact fees shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978].

History: Laws 1993, ch. 122, § 36.
5-8-37. Advisory committee.

A. On or before the date on which the order, ordinance or resolution is adopted under Section 19 [5-3-19 NMSA 1978] of the Development Fees Act, the governing body of a municipality or county shall appoint a capital improvements advisory committee.

B. The advisory committee shall be composed of not less than five members who shall be appointed by a majority vote of the governing body. Not less than forty percent of the membership of the advisory committee must be representative of the real estate, development or building industries. No members shall be employees or officials of a municipality or county or other governmental entity.

C. The advisory committee serves in an advisory capacity and shall:
   (1) advise and assist the municipality or county in adopting land use assumptions;
   (2) review the capital improvements plan and file written comments;
   (3) monitor and evaluate implementation of the capital improvements plan;
   (4) file annual reports with respect to the progress of the capital improvements plan and report to the municipality or county any perceived inequities in implementing the plan or imposing the impact fee; and
   (5) advise the municipality or county of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

D. The municipality or county shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

E. The governing body of the municipality or county shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

History: Laws 1993, ch. 122, § 37.

5-8-38. Duties to be performed within time limits.

If the governing body of the municipality or county does not perform a duty imposed under the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978] within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the municipality or county stating the nature of the unperformed duty and requesting that it be performed within sixty days after the date of the request. If the governing body of the municipality or county finds that the duty is required under the Development Fees Act and is late in being performed, it shall cause the duty to commence within sixty days after the date of the request and continue until completion.

History: Laws 1993, ch. 122, § 38.


A record shall be made of any public hearing provided for by the Development Fees Act [5-3-1 to 5-3-42 NMSA 1973]. The record shall be maintained and be made available for public inspection by the municipality or county for at least ten years after the date of the public hearing.


5-8-40. Prior impact fees replaced by fees under development fees act.

An impact fee that is in place on the effective date of the Development Fees Act [5-8-1 to 5-8-42 NMSA 1978] shall be replaced by an impact fee imposed under that act by July 1,
1995. Any municipality or county having an impact fee that has not been replaced under that act by July 1, 1995 shall be liable to any party who, after the effective date of that act, pays an impact fee that exceeds the maximum permitted under that act by more than ten percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorneys' fees and court costs.

History: Laws 1993, ch. 122, § 40.

5-8-41. No effect on taxes or other charges.

The Development Fees Act [5-8-1 to 5-8-42 NMSA 1978] does not prohibit, affect or regulate any tax, fee, charge or assessment specifically authorized by state law.

History: Laws 1993, ch. 122, § 41.

5-8-42. Moratorium on development prohibited.

A moratorium shall not be placed on new development for the sole purpose of awaiting the completion of all or any part of the process necessary to develop, adopt or update impact fees.

History: Laws 1993, ch. 122, § 42.

ARTICLE 9
Enterprise Zones

Sec. 5-9-1. Short title.
Sec. 5-9-2. Purpose.
5-9-3. Definitions.
5-9-4. Designation of enterprise zones; revocation of designation.
5-9-5. Eligibility requirements.
5-9-6. Enterprise zone plan; incentives and initiatives.
5-9-7. Administration.
5-9-8. Evaluation and reporting requirements.
5-9-11. Tax increment procedures.
5-9-12. Enterprise zone fund; creation; use.
5-9-14. Tax increment method; base value for distribution.

5-9-1. Short title.

Sections 1 through 15 [5-9-1 to 5-9-15 NMSA 1978] of this act may be cited as the "Enterprise Zone Act".

History: Laws 1993, ch. 33, § 1.

5-9-2. Purpose.

It is the purpose of the Enterprise Zone Act [5-9-1 to 5-9-15 NMSA 1978] to provide for the establishment of enterprise zones in a wide variety of geographic areas in order to stimulate the creation of new jobs, particularly for economically disadvantaged workers and long-term unemployed individuals, and to promote revitalization of economically distressed areas by providing or encouraging:

A. tax relief at the state and local levels;
B. zoning relief at the local level; and
C. improvement of local services and betterment of the economic status of enterprise zone residents in their own community, particularly through the increased involvement of private, local and neighborhood organizations.
April 4, 2002

Mr. Stephen Grollman, P.E.
Larkin Group
8500 Menaul Boulevard NE
Albuquerque, NM 87112
FAX: (505) 275-0748

Dear Mr. Grollman:

Taschek Environmental Consulting (TEC) is pleased to submit the following estimate of costs associated with environmental investigations and related documentation for the Far Northwest Sector Plan infrastructure development in Corrales, New Mexico. Based on our examination of the draft plan, we expect that required environmental work would consist of the following: 1) a categorical exclusion (CE) and supporting studies for the connection of the shown Village road to NM 528 at Northern Boulevard (including cultural resources and other surveys); three Section 404 Permit submissions to the U.S. Army Corps of Engineers for Village roadway arroyo crossings (these would probably be Nationwide Permits but would require coordination and compliance with the permit stipulations); a CE or environmental assessment (EA) for three to five miles of road improvements assuming state/federal funds are used for some part of the work (including public involvement, cultural resource, biological, and other surveys, and assuming a moderate level of complexity). The estimated costs for these tasks are listed below:

SCOPE OF WORK
1. CE for connection to NM 528/Northern intersection. COST $6,800
2. Section 404 Permits for Arroyo crossings. $4,800
3. CE or EA for Three to Five Miles of Road. $24,400
SUBTOTAL $36,000
Contingencies (10%) $3,640
TOTAL $40,040

Let me know if these costs seem reasonable or if you have any additional thoughts on the scope of work. We look forward to working with you.

Sincerely,

John Taschek

Transportation Planning  Air Quality and Noise Modeling  Environmental Assessments/Impact Statements
Structural Evaluation & Traffic Study of the Harvey Jones Channel

March 13, 2002

PREPARED FOR:

SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY
4200 MEADOWLARK – SUITE 6
RIO RANCHO, NM 87124
Reach 8 – Reach runs from Corrales Main Canal to Corrales Road. Provisions should be reserved at Corrales Road for future installation of a pedestrian crossing should the Village elect to encourage pedestrian access along the HJC. In this reach a horizontal curve exists that requires the road to be a minimum of 6 feet from the channel in order to meet minimum horizontal site distance. Options in this reach include:

- Close off public traffic in this reach. (All existing residences have alternate routes through existing streets.)
- Keep open Calle Contenta. Construct one of the following:
  - Six foot sidewalk with 8' header curb next to channel wall or
  - Guardrail or
  - Wall Barrier

Recommendations

1. Right-of-Way constraint on Paseo Tomas Montoya east of the Corrales Main Canal must be corrected (by others).
2. SSCAFCA to install metal barrier or guardrail to correct vehicular safety hazard identified at overflow notch in Harvey Jones Channel.
3. SSCAFCA reserves the right to investigate the possibility of raising the Corrales Road Bridge over the Harvey Jones Channel.
4. As per existing MCU’s, SSSAFCA reserves the right to review all proposed improvements (road, bridge, off-site and on-site drainage) for the roadways that parallel the Harvey Jones and Dulcehina Curtis Channels.
5. SSSAFCA reserves the right to use the roadways as necessary to conduct operation and maintenance functions for the Harvey Jones and Dulcehina Curtis Channels.
6. Adequate horizontal site distance must be maintained for the roadways adjacent to the Harvey Jones and Dulcehina Curtis channels.
7. Road must maintain a positive cross-slope to direct runoff away from channel walls.
8. Driving lanes width shall be 12 feet and roadway sections shall conform to all other AASHTO standards for Collector Roadways.

9. SCAFCA to fence the Harvey Jones Inlet structure.

10. Maintain minimum 6-foot separation from outside edge of channel wall to edge of driving lane or face of curb.

11. Inspect Channel Joints on a Yearly Basis because joints are not keyed and have no shear connections.
32' RECOMMENDED (28' MIN)

2' 12' LANE  G  12' LANE  2', 4' PATH
(16' MIN)

SLOPE
CURB & GUTTER

1.5' MIN CLEAR FROM FACE OF CURB TO ANY OBSTACLE

TYPICAL SECTION - URBAN COLLECTOR

34'

4.5' SHO  12' LANE  G  12' LANE  4.5' SHO

SLOPE

TYPICAL SECTION - RURAL COLLECTOR

* MAINTAIN 10' CLEAR ZONE BEYOND EDGE OF LANE
APPENDIX F
November 7, 2001

Mr. Daniel J. Beaman
Planning & Zoning Administrator
VILLAGE OF CORRALES
PO Box 707
Corrales, NM 87048

Subject: Road access across
Lot 33, Block C, Industrial Park East
PNM Proj. No. R-3350

Dear Mr. Beaman:

This is in response to your letter to me dated September 17, 2001, in which the Village of Corrales (Village) requested road access across the subject property owned by Public Service Company of New Mexico (PNM).

PNM tentatively agrees to a road crossing Lot 33. However, this would be subject to PNM’s approval of a road alignment plan that illustrates that the proposed road alignment will not hinder PNM’s access to the south gate of the Rio Hondo Substation directly from State Road 528. PNM must always have direct access to this gate in the event of an emergency situation or future construction activities. Please send the road alignment plan to my attention for PNM’s review and approval when ready.

Also, PNM has granted a perpetual Easement on Lot 33 to AMREP Southwest, Inc. Therefore, I believe that your office should contact AMREP Southwest to obtain their approval for such crossing. A copy of this easement is enclosed for your reference.

Also, will you please advise if the Village is seeking to obtain the road crossing corridor in fee or by easement. Furthermore, will you please expound on compensation for this taking. PNM considers Lot 33 surplus land and would consider selling the entire lot to the Village, subject, of course, to the AMREP easement.

Feel free to call my office at 241-4441 to discuss this matter further.

Sincerely,

Charles F. Brown
Right of Way Agent
Enclosure

cc: Bob Perlchek – PNM Engineering
Rob Roberts – Right of Way Manager
August 7, 2002

Claudia Smith  
Planning and Zoning Administrator  
Village of Corrales  
P.O. Box 707  
Corrales, New Mexico 87048

Subject: Road Access Across PNM Property;  
Lot 33, Block C, Industrial Park

Dear Ms. Smith:

Thank you for your letter dated August 5, 2002, in which you stated that the Village of Corrales is still interested in purchasing the above described property owned by Public Service Company of New Mexico. It is my understanding that the Village desires to purchase the property to facilitate a road interchange system located approximately at the intersection of Northern Blvd and State Highway 528.

In your letter to me, you referred to a letter dated November 7, 2001, from Charlie Brown of my staff to Mr. Daniel J. Beaman of the Village related to this matter. Although you characterized Mr. Brown’s letter as a PNM offer to sell the property to the Village, Mr. Brown’s letter was not a formal offer, and simply said that PNM would “consider” selling the property if certain conditions were met. PNM will still consider selling the property in the future. However, I recently learned from a local newspaper article that the Village of Corrales and the City of Rio Rancho are engaged in a very serious dispute about this particular interchange project. I do not want to get PNM embroiled in the midst of this dispute. Therefore, until this dispute is amicably resolved by the Village and the City, PNM will continue to hold onto this property and will not consider selling it to anyone in the foreseeable future.

I hope that the Village and the City will be able to work out their differences. If you have questions, or want to discuss further, I may be reached at 241-2564.

Sincerely,

Rob Roberts  
Manager, Right of Way Department