

Henry P. Roybal  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

**DATE:** January 27, 2015

**TO:** Board of County Commissioners

**FROM:** Jose E. Larrañaga, Development Review Team Leader *JEL*

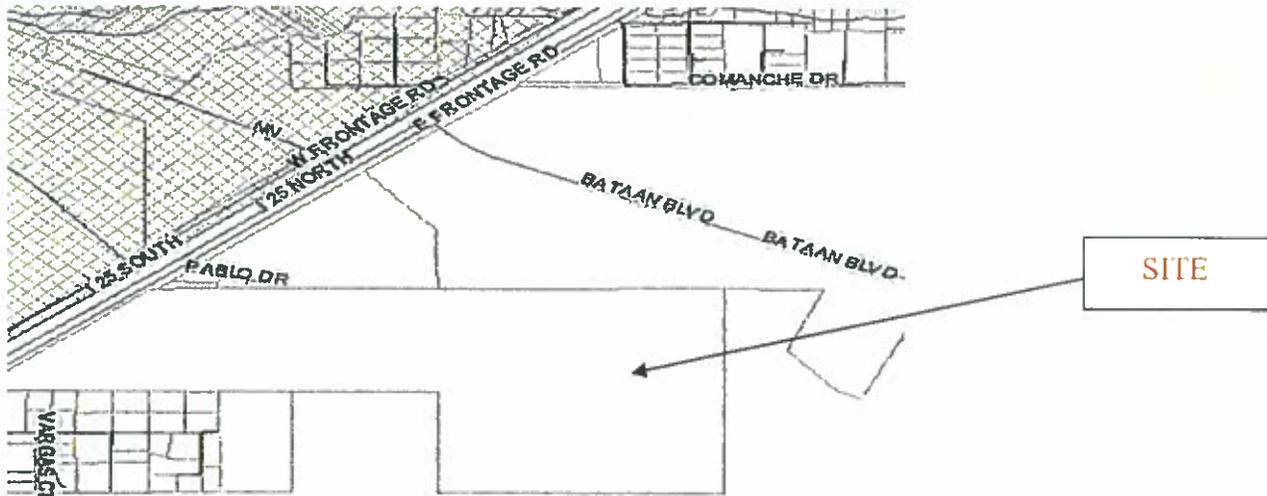
**VIA:** Katherine Miller, County Manager *km*  
 Penny Ellis-Green, Growth Management Director  
 Vicki Lucero, Building and Development Services Manager *VL*  
 Wayne Dalton, Building and Development Services Supervisor *WD*

**FILE REF.:** CDRC CASE # Z/DP 14-5380 Santa Fe County Solar Energy Center (PNM)

**ISSUE:**

Public Service Company of New Mexico, Applicant, Laurie Moye, Agent, requests Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on a 100 acre site. The property is located south of the National Guard site and takes access via the East I-25 Frontage Road, within Sections 3 & 4, Township 15 North, Range 8 East, (Commission District 5).

**VICINITY MAP:**



Map created with ArcGIS - Copyright (C) 1992-2014 ESRI Inc

0 1639ft

NBD-1

## SUMMARY:

On December 18, 2014, the County Development Review Committee (CDRC) met and acted on this case. The decision of the CDRC was to recommend approval of the Applicants request for Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on a 100 acre site, with staff conditions by a unanimous 6-0 voice vote.

Public Service Company of New Mexico (PNM) is requesting Master Plan Zoning, Preliminary and Final Development Plan approval to allow a ten (10) megawatt tracking solar electric generating facility on a 100 acre site. The solar panels are tracking panels which will be configured together in long rows which will be oriented north-south. Each row of panels are approximately 210 feet in length, (the row length varies depending on the amount of developable area) and will rotate together, making adjustments as the panels move to track the sun east to west. The solar modules will be mounted on a ground mounted rack. The height of the top of the panels at full-rotation (90 degree range of motion) will not exceed seven (7) feet from the natural grade. A distribution line will be extended to the site for the delivery of the electricity being generated by the facility. For safety and security reasons the facility will be enclosed by a chain link fence (7 feet high) with three (3) strands of barbed wire, eight (8) feet in total height.

The Applicant states: "the solar generating facility is needed to meet PNM's 2015 Renewable Energy Plan. The project is part of a utility distribution system for utility use for the greater public good and for the health, safety and welfare of the residents of Santa Fe County and will provide the community with a source of clean, renewable energy to support growth and economic development in the area".

The Applicant has submitted a subsequent letter and drawings in response to staff and review agency comments. The Applicant states that typically there are 4,000 panels per megawatt, therefore the proposed ten megawatt site will contain approximately 40,000 panels and will encompass approximately 75 acres of the 100 acre site. The site will also house five power converters (9' 11" in height, 14' 10" wide, and 4' 10" deep) and one switchgear facility (7' 10" in height, 12' 8" wide, and 4' deep). On October 28, 2014, the Applicant held an open house to discuss the proposed development. Notice was sent to 67 adjacent property owners and 3 attended the meeting. The Applicant states that "concerns of the individuals who attended the open house were primarily related to uncertainty as to what the facilities would look like and visibility of the site" (Exhibit 8).

Article III, § 8, Other Development (8.1 Uses Permitted) states: "All uses not otherwise regulated by the Code are permitted anywhere in the County".

Article V, § 5.2.1.b states: "a Master Plan is comprehensive in establishing the scope of a project, yet is less detailed than a Development Plan. It provides a means for the County Development Review Committee and the Board to review projects and the sub-divider to obtain concept approval for proposed development without the necessity of expending large sums of money for the submittals required for a Preliminary and Final Plat approval".

Article V § 7.2 (Final Development Plan) states: "the final development plan shall be submitted to the County Development Review Committee accompanied by a staff report. The County Development Review Committee shall review the plan and make a determination as to its compliance with the County General Plan and Code. The County Development Review Committee may recommend changes or additions to the plan as conditions of its approval. The final development plan as approved by the County Development Review Committee shall be filed with the County Clerk. The approved final development plan becomes the basis of development permits and for acceptance of public dedications. Any changes in the plan must be approved by the County Development Review Committee".

The owner of the Property acquired the Property by warranty deed recorded as Instrument # 1384270 in the Santa Fe County Clerk's records dated June 14, 2005. PNM is authorized by the property owner to pursue the request for Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on the 100 acre site as evidenced by a copy of a purchase agreement contained in the record (Exhibit 10).

Notice requirements were met as per Article II § 2.4.2, of the Land Development Code. In advance of a hearing on the Application, the Applicant provided a certification of posting of notice of the hearing, confirming that public notice posting regarding the Application was made for twenty one days on the property, beginning on January 20, 2015. Additionally, notice of hearing was published in the legal notice section of the Santa Fe New Mexican on January 20, 2015, as evidence by a copy of that legal notice contained in the record. Receipts for certified mailing of notices of the hearing were also contained in the record for all adjacent property owners (Exhibit 11).

This Application was submitted on September 5, 2014.

**Building and Development Services staff have reviewed this project for compliance with pertinent Code requirements and have found that the facts presented support the request for Master Plan Zoning, Preliminary and Final Development Plan: the Application is comprehensive in establishing the scope of the project; the proposed use is in compliance with the uses associated with Other Development; and the Application satisfies the submittal requirements set forth in the Land Development Code.**

**The review comments from State Agencies and County staff establish that this Application, for Master Plan Zoning, Preliminary and Final Development Plan, is in compliance with: State requirements; Article III, § 8, Other Development (8.1 Uses Permitted); Article V, § 5 Master Plan Procedures; and Article V § 7.2 Final Development Plan of the County Land Development Code.**

**APPROVAL SOUGHT:** Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on a 100 acre site.

NBD-3

**PLANNING:**

The County Planning Department reviewed the Application and stated the following: Approval of the Master Plan, Preliminary and Final Development Plan will be consistent with the SGMP principles set forth in the Land Use Element (Chapter 2), Economic Development Element (Chapter 3), Renewable Energy and Energy Efficiency Element (Chapter 7) and is consistent with the SLDC including principles related to the Use Table (Appendix B). The project is in a proposed Mixed-Use zone where commercial solar energy production facility would be a conditional use.

**GROWTH MANAGEMENT  
AREA:**

SDA - 1

**ARCHAEOLOGIC:**

An archaeological study was reviewed by the Historic Preservation Division (SHPO). SHPO has determined that the archaeological report identified two cultural resource sites, both of which were recommended not eligible for inclusion on the National Register of Historic Properties or the New Mexico State Register of Cultural Properties. HPD concurs with the recommendations and finds that no historic properties are affected by the undertaking. HPD has determined that based on the visual analysis that was performed, the undertaking will have no adverse effect on SR#1993, a state registered segment of El Camino Real.

**ACCESS AND TRAFFIC:**

The site will take access via the I-25 East Frontage Road onto a privately maintained road. The County Public Works Department has reviewed the Application and supports the request. The proposed access, to the site, shall be constructed with six inches of compacted base course and twenty feet in width.

**FIRE PROTECTION:**

Santa Fe County Fire Prevention Division reviewed this Application and recommends approval subject to the development complying with Article 1, Section 103.3.2-New Construction and Alterations of the 1997 Uniform Fire Code, inclusive to all sub-sections and current standards, practice and rulings of the Santa Fe County Fire Marshal.

**WATER SUPPLY:**

No on site water is required for this type of development.

**LIQUID WASTE:**

No on site liquid waste system is required for this type of development. NMED has reviewed the Application and had no comments related to any on-site liquid waste systems (septic systems) on the property. NMED had one concern regarding the herbicide(s) that may be used for weed control.

NBD-4

The Applicant shall use herbicides approved for this type of application and should be applied using methods to avoid run-off or off-site drift. The Applicant responded to this comment with the following: PNM contracts for weed control using certified weed control specialists. Herbicides are selected based on site specific conditions and at application rates as specified by the manufactures. In the past Surmount and Garlon 4 have been used. Typically herbicides on our solar facilities are applied as spot applications so as not to discourage acceptable native vegetation.

**SOLID WASTE:** No solid waste will be created on this site.

**FLOODPLAIN & TERRAIN MANAGEMENT:**

The site contains slopes less than 15%, and minimal disturbance is expected. The disturbed area will be reseeded with native vegetation. The project complies with Article VII, Section 3 Terrain Management.

The Applicant's proposed site plan shows existing topography and vegetation. Disturbed areas will be reseeded and the reseeded is reliant on rain fall to take root. The project will have minimal runoff from any storm event. Therefore, the submittal is in conformance with Master Plan and Final Development Plan submittal requirements and complies with Article VII, Section 3.4.6 and Ordinance No. 2008-10 Flood Damage Prevention and Stormwater Management.

**SIGNAGE AND LIGHTING:** The Applicant is proposing a "standard PNM sign", 16 square feet (4'x4') to be mounted on the chain link fence at the entry of the site. The sign shall not exceed 5 feet in height with a set back from the property line of 5 feet. Staff has determined that the Signage element of the Application complies with Article VIII (Sign Regulations).

No outdoor lighting proposed for this development..

**PARKING:** No parking is proposed for this development.

**EXISTING DEVELOPMENT:** The 100 acre parcel is currently vacant.

**ADJACENT PROPERTY:** The site is bordered to the north by the National Guard site, a shooting range to the east, residential properties to the south/southwest and to the west is the I-25 East Frontage Road and I-25.

N13D-5

**AGENCY REVIEW:**

<u>Agency</u>	<u>Recommendation</u>
County Fire	Approval with Conditions
Utilities	Approval
Public Works	Approval
Planning	Approval
SHPO	Approval
NMED	Approval with Concerns
Planning	Approval

**STAFF AND CDRC  
RECOMMENDATION:**

Approval of Master Plan Zoning, Preliminary and Final Development Plan to allow a 10 megawatt electric Solar Facility on a 100 acre site subject to the following staff conditions:

1. The Applicant shall comply with all review agency comments and conditions, as per Article V, § 7.1.3.c. Conditions shall be noted on the Master Plan/Final Development Plan.
  - a. The development shall comply with Article 1, Section 103.3.2-New Construction and Alterations of the 1997 Uniform Fire Code.
  - b. The proposed access, to the site, shall be constructed with six inches of compacted base course and twenty feet in width.
2. Master Plan/Final Development Plan with appropriate signatures shall be recorded with the County Clerk, as per Article V, § 7.2.2.

**EXHIBITS:**

1. Master Plan/Final Development Plan Report
2. Proposed Plans
3. Agency Reviews and Comments
4. Aerial Photo of Site
5. Article III, § 8, Other Development
6. Article V, § 5.2.1.b
7. Article V § 7.2 (Final Development Plan)
8. Subsequent Info submitted by Applicant
9. December 18, 2014, CDRC Minutes
10. Deed and Purchase Agreement
11. Proof of Legal Notice

NBD-6



September 5, 2014

Mr. Jose Larranaga  
Santa Fe County  
Development Review Team Leader  
P.O. Box 276  
Santa Fe, NM 87504

Subject: Santa Fe County Solar Energy Center Project Submittal

Dear Mr. Larranaga:

PNM respectfully submits the Santa Fe County Solar Energy Center Project (Santa Fe County Solar Energy Center) application to Santa Fe County for approval. The Santa Fe County Solar Energy Center is needed to serve the meet PNM's 2015 Renewable Energy Plan. The project will consist of constructing a new 10 megawatt (MW) electric Solar Energy Center east of Interstate 25 on 100 acres of land. The proposed solar panels are single-axis tracking panels that will be configured together in long rows oriented north-south. Each row of panels will rotate together, making adjustments to the position as the panels move to track the sun east to west. PNM has an option to purchase this property and has access across the adjacent property from the I-40 Frontage road to the property.

The enclosed Santa Fe County Solar Energy Center submittal request includes the following components:

- Master Plan Zoning
- Completed Development Permit Application Form
- Preliminary and Final Development Plan Submittal Package with accompanying maps, drawings
- Water Budget and or Water Supply Plan is not applicable
- Proposed Utility Plan is not applicable as no utilities are necessary for the site
- Traffic Study is not applicable
- Signage and Lighting Plan is not applicable as PNM signage is fence mounted and there will be no lighting on the site

Please contact me at (505) 241-2792 if you have any questions, need any additional information, or if you would like to schedule a site visit with the planners, environmental scientists, and engineers who have technical knowledge of the project.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Moyer".

Laurie Moyer  
Coordinator Regulatory Project & Public Participation



NBD-7

Enclosures:

- Development Review Application Form
- Master Plan Report Submittal, September 5, 2014
- Project Location Map
- Vicinity Map
- Agent Letter
- Warranty Deed
- Proof of Legal Lot – Option to Purchase
- Proof of Legal Access
- Taxes paid
- FEMA map w/site depicted thereon
- Historic Plat of the Property
- Topographic map with upstream contributing watershed
- Site Plan
- 9 copies of application and information
- 1 Reduced plan set

**Zone Change, Master Plan and Development Plan Report to Santa Fe County  
September 5, 2014**

**Name of Project: Santa Fe County Solar Energy Center  
Applicant: PNM**

**Project & Land Use Description**

Public Service Company of New Mexico (PNM) is requesting approval of a Zone Change, Master Plan and Development Plan for a 100 acre public utility facility for a 10 megawatt (MW) tracking solar generating site in Santa Fe County. The total estimated Project cost is approximately \$19 million. When it becomes operational, the Project will benefit Santa Fe County and local schools through increased property taxes in tax payments per year of approximately \$165,000 to the County. The in service date for the Project is December 31, 2015.

Existing land uses in the vicinity of site include New Mexico National Guard Facility to the north, shooting range to the east, undeveloped vacant land to the immediate south and a residential development to the southwest and undeveloped vacant land and I-25 frontage road and Interstate 25 to the west and a small residential development to the northwest.

The solar generating facility is needed to meet PNM's 2015 Renewable Energy Plan. The Project is part of a utility distribution system for utility use for the greater public good and for the health, safety and welfare of residents of Santa Fe County and will provide the community with a source of clean, renewable energy to support growth and economic development in the area.

**Project Location and Legal**

Section/Township/Range: Sections 3 and 4, Township 15 North, Range 8 East, N.M.P.M.  
UPC #'s: 1-045-090-266-449 (account no. 99303581) and 1-046-090-079-408 (account no. 99303582)

Plat Book/Page: 590/11 (recorded on June 8, 2005 as document no. 1383479)

Deed Book/Page: Deed does not list book/page (recorded on June 14, 2005 as document no. 1384270)

Subdivision Name: No subdivision, metes and bounds description only

Acreage: parent parcel is 261.86 acres, PNM plans to acquire 100 acres only

Valuation: see attached assessment info, a total of \$417,790 for the combined assessed value

**Description of the Project**

The Project is an approximately 10 megawatt (MW) tracking solar electric generating facility. The proposed solar panels are tracking panels that will be configured together in long rows oriented north-south. Each row is approximately 210 feet in length and rows are typically connected in sections of approximately 145 feet. The row length varies depending on the amount of developable area. Each row of panels will rotate together, making adjustments to the position as the panels move to track the sun east to west.

Rows of tracking solar modules will be affixed to a direct buried, ground-mounted rack. The piers are pile driven to various depths at a minimum depth of 5 feet. The total height of the tracking panels will be approximately 6 feet 8 inches above ground. The ground under the tracking solar facility panels will be treated for dust suppression, soil stabilization and weed control.

NBD-9

The Project site will be accessed directly from I-40 Frontage Road along a permanent compacted in-situ soil private access drive approximately 40 feet in width and approximately 2683 feet in length which will be installed with locked entrance security gate. The Project will not generate traffic once it is built.

For public safety and security purposes, the tracking solar generating facility will be enclosed by a chain link security fence 7 feet in height topped with an additional 1 foot of 3 strands of barbed wire on top and may include concertina wire rolled at the foot.

**Archaeological Report**

An Archaeological report is pending.

**Traffic Study/Address**

Not applicable as the site will not generate any traffic after construction.  
Address is pending.

**Pre-Application Meeting Dates**

The Santa Fe County Land Use Division Pre-Application Meeting with Santa Fe County Land Use Division representatives and PNM representatives and was held on June 19, August 25, 2014.

**Signage and Lighting Plan**

Signage at the tracking solar generating facility will include a standard PNM sign 4 feet x 4 feet in size permanently attached at the entry to the facility on the fence and standard PNM warning signs for safety will be attached and spaced at intervals along the property fence.

On-site lighting is not required for the Project and is not provided

**Proposed Utility Plan**

No utilities are required for this site. PNM will extend a distribution line to the site.

**Landscaping Plan**

Water is not available at the site; therefore, in keeping with the sustainable approach to the Project development, PNM proposes to leave the property in as natural condition as possible. Additional landscaping will not be installed on the site. Disturbed areas will be reseeded with native seed mix as necessary.

**Water Budget and/or Water Supply Plan**

Because no on-site water is required for the Project, a Santa Fe County Water Budget and/or Water Supply Plan is not applicable. PNM will take advantage of natural moisture to clean the tracking solar panels.

**Fire Requirement**

PNM will coordinate with the Santa Fe County Fire Chief regarding fire department/emergency response team ability to respond to an emergency at the site. Fire District: Turquoise Trail Volunteer Fire District

**Phasing Schedule**

Construction will begin in January 2015 and be completed by December 2015

**FEMA Map**

Panel 35049C0525D eff. 6/17/2008 and Panel 35049C05004E eff. 12/4/2012 (all Zone X)

Hydrologic Zone: Basin Fringe

**Community Meeting for Commercial Development**

Will be scheduled within two weeks

**GENERAL NOTES**

- SEE THE EXISTING RECORDS FOR EXISTING UTILITY LOCATIONS.
- REMOVED THE EXISTING UTILITY LOCATIONS.
- EXISTING UTILITY LOCATIONS ARE SHOWN AS DOTTED LINES. ANY UTILITY LOCATIONS NOT SHOWN ARE TO BE DELETED.
- SEE EXISTING RECORDS.
- REMOVED EXISTING UTILITY LOCATIONS.

**REMOVED NOTES**

- REMOVED THE EXISTING UTILITY LOCATIONS.

**NOTES**

- THIS IS NOT A BOUNDARY SURVEY.**  
 PROPERTY LINES SHOWN ARE APPROXIMATE IN ACCORDANCE WITH THE RECORDS.
- PROPERTY LINES ARE APPROXIMATE TO THE RECORDS. THE PROPERTY LINES ARE NOT TO BE USED FOR BOUNDARY PURPOSES.
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NBD-11



CALL BEFORE YOU DIG  
FOR UTILITY LOCATES  
1-800-321-ALERT

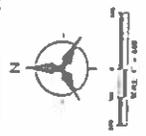
REVISIONS  
DATE: 11/15/2011  
BY: J. W. HARRIS  
DESCRIPTION: AS NOTED

# TERRAIN MANAGEMENT PLAN

## PNN LG SITE SANTA FE COUNTY, NM

Barham & Hutton  
C111

GENERAL NOTES: GENERAL NOTES  
1. SEE THE GENERAL NOTES ATTACHED TO THE GENERAL SITE PLAN FOR A COMPLETE LIST OF NOTES.



**SITE SUMMARY**  
 The site is located in the unincorporated area of Santa Fe County, New Mexico. The site is approximately 1.5 miles east of the town of Santa Fe. The site is bounded to the north by the Santa Fe River, to the south by the Santa Fe River, to the east by the Santa Fe River, and to the west by the Santa Fe River. The site is bounded to the north by the Santa Fe River, to the south by the Santa Fe River, to the east by the Santa Fe River, and to the west by the Santa Fe River. The site is bounded to the north by the Santa Fe River, to the south by the Santa Fe River, to the east by the Santa Fe River, and to the west by the Santa Fe River.

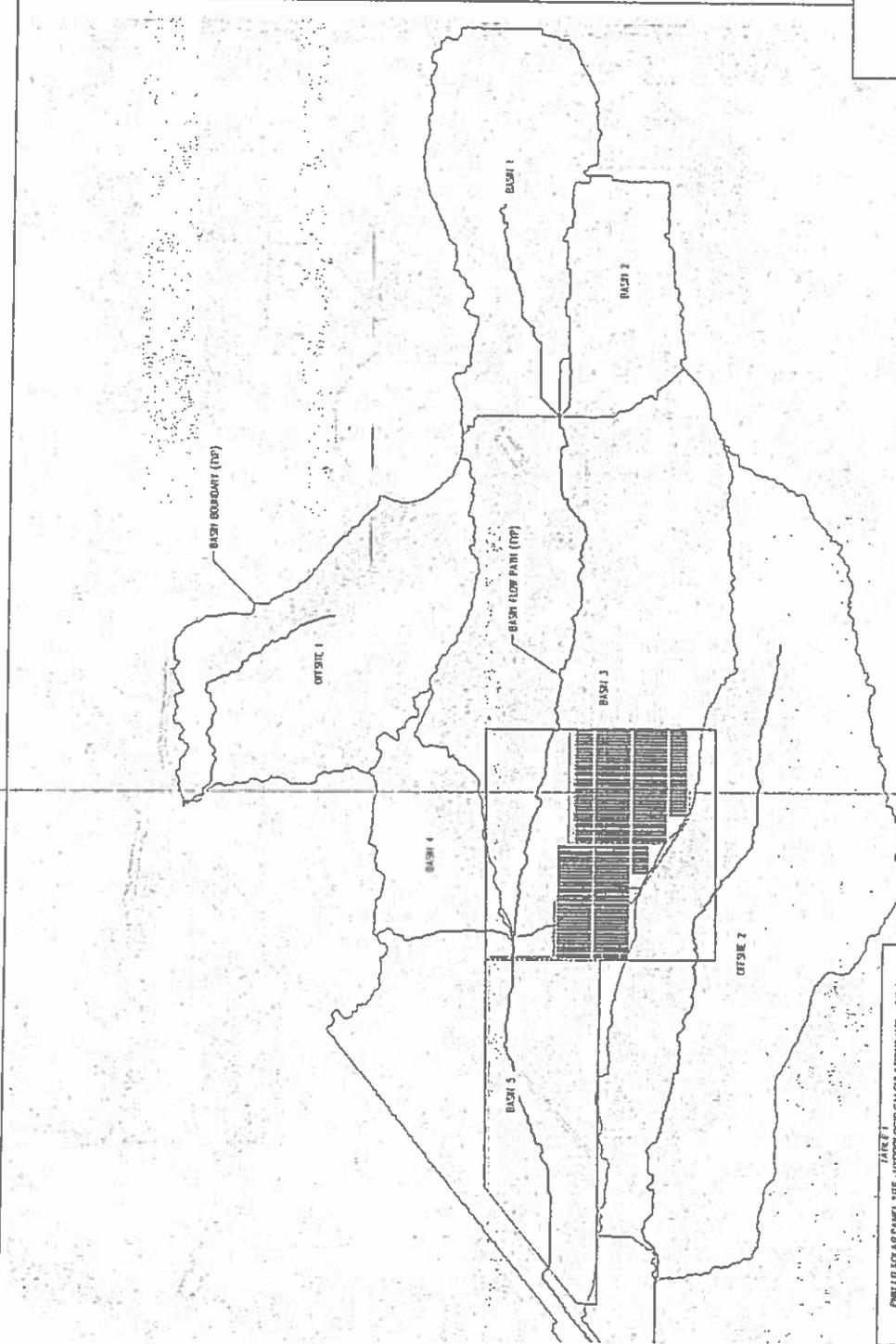


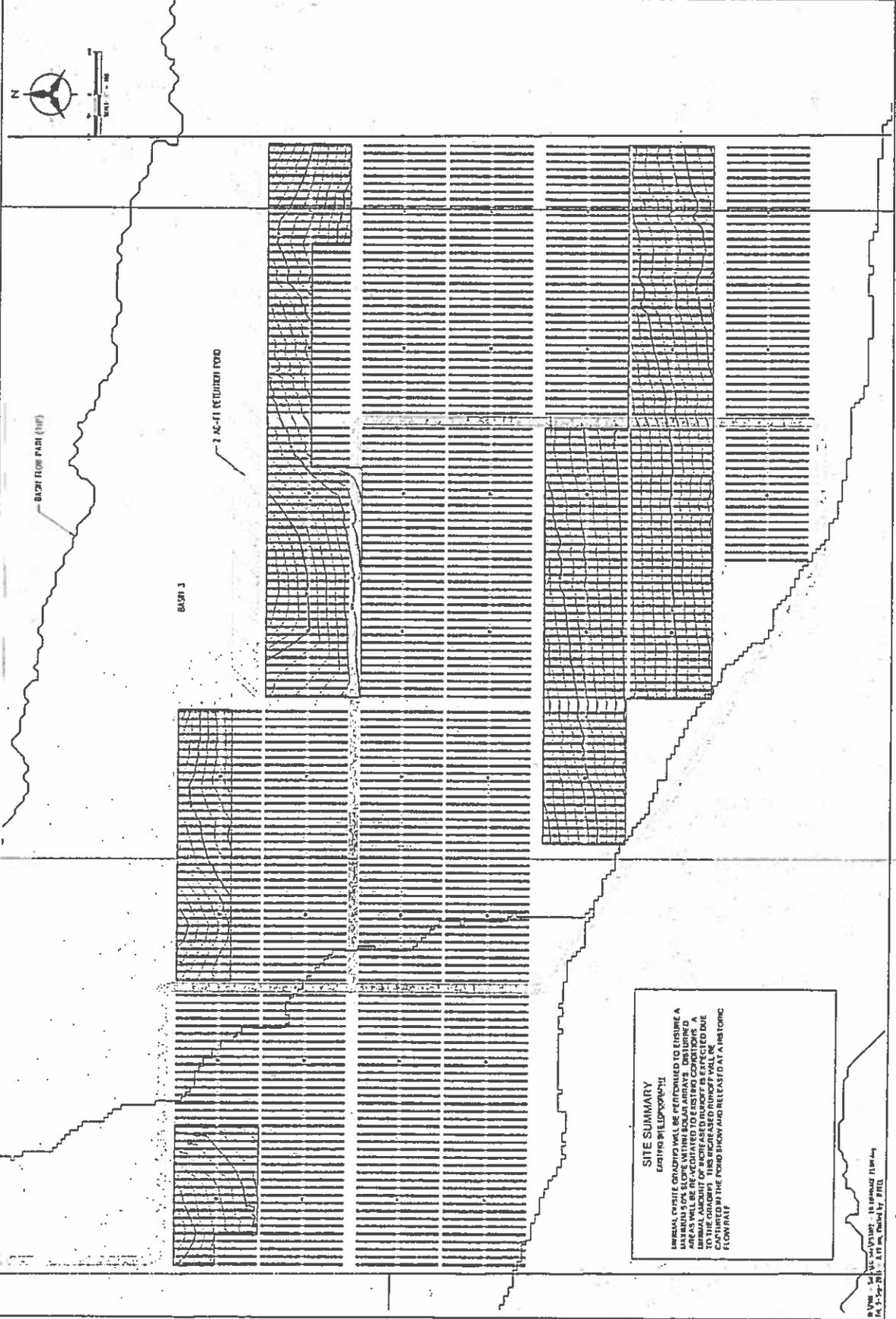
TABLE 1  
PNN LG SOLAR PANEL SITE - HYDROLOGIC CALCULATIONS (10yr, 1hr)

Utility Development Condition Basin Data Table

SUBBASIN	AREA (AC)	PERCENT IMPERVIOUS	COEFFICIENT OF RUNOFF	TIME OF CONCENTRATION (HRS)	PEAK FLOW (MGD)	PEAK FLOW (MGD)	PEAK FLOW (MGD)
01	15,200	10%	0.15	1.5	0.1	0.1	0.1
02	15,200	10%	0.15	1.5	0.1	0.1	0.1
03	15,200	10%	0.15	1.5	0.1	0.1	0.1
04	15,200	10%	0.15	1.5	0.1	0.1	0.1
05	15,200	10%	0.15	1.5	0.1	0.1	0.1
TOTAL	76,000	10%	0.15	1.5	0.5	0.5	0.5

By: J. W. HARRIS, P.E. 10/15/2011  
 Date: 10/15/2011 - 1:25 pm, Drawn by: JWH

NBD-13

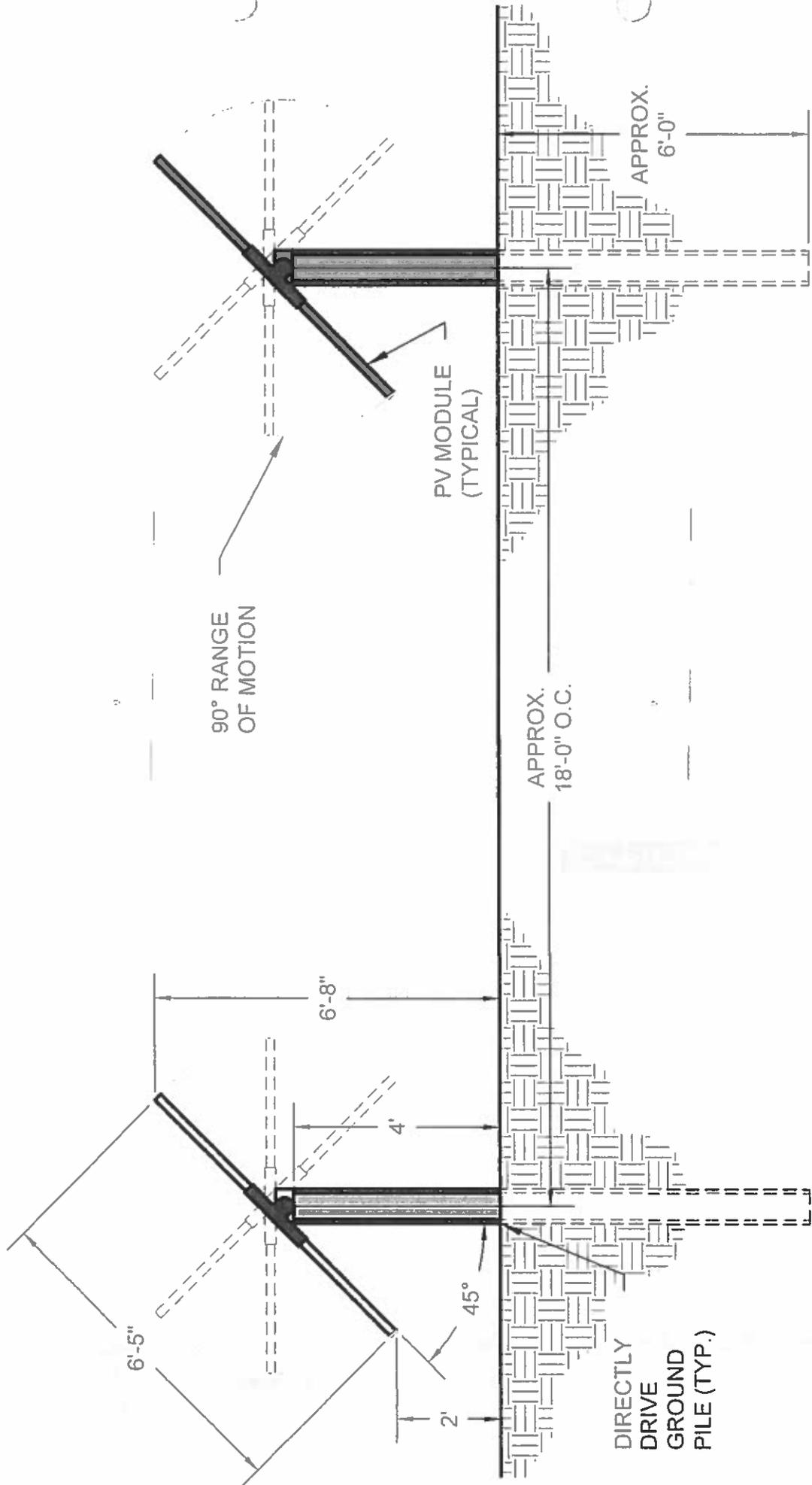


**SITE SUMMARY**  
 (SEE FIELD NOTES)

INITIAL CIVIL GRADING WILL BE PERFORMED TO ENSURE A  
 MINIMUM 2% SLOPE WITHIN SOLAR ARRAYS. DISTURBED  
 AREAS WILL BE REVEGETATED WITH GRASS. THE  
 ANNUAL AMOUNT OF INCREASED RUNOFF IS EXPECTED DUE  
 TO THE GRADINGS. THIS INCREASED RUNOFF WILL BE  
 MANAGED BY THE POND SHOW AND RELEASED AT A HISTORIC  
 FLOW RATE.

BY: [REDACTED] 10/10/2010  
 IN: 10/10/2010 - 10:00 AM, DRAWN BY: [REDACTED]

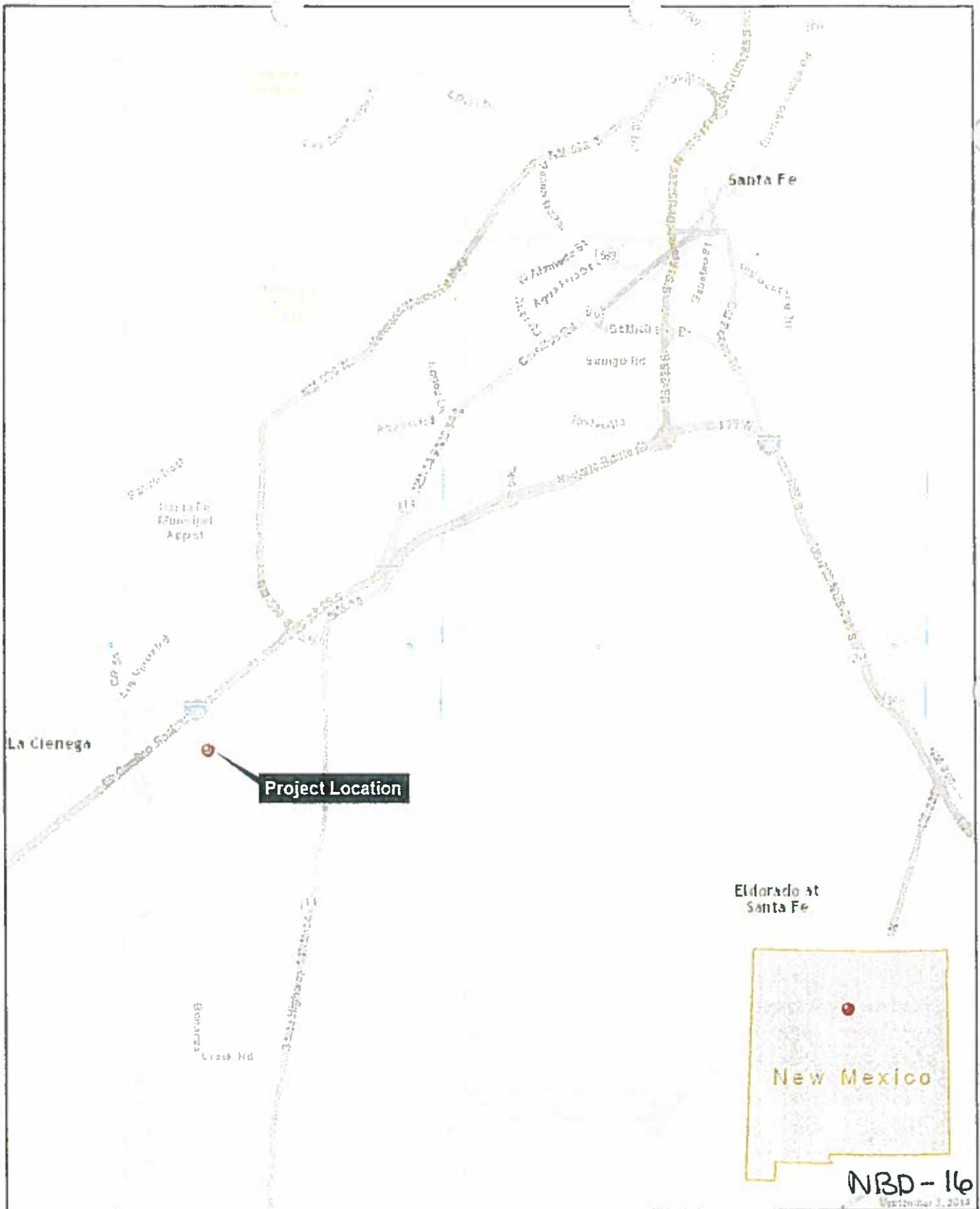
NBD-14



**SINGLE-AXIS TRACKER - SECTION DETAIL**

SCALE: NONE

NBD-15



**Santa Fe County Solar Energy Center**  
*Location and Vicinity Map*

0 1 2  
 Miles

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 N





NEW MEXICO  
ENVIRONMENT DEPARTMENT



SUSANA MARTINEZ  
Governor  
JOHN A. SANCHEZ  
Lieutenant Governor

2540 Camino Edward Ortiz  
Santa Fe, NM 87507  
Phone (505) 827-1840 Fax (505) 827-1839  
www.nmenv.state.nm.us

RYAN FLYNN  
Cabinet Secretary  
BUTCH TONGATE  
Deputy Secretary

September 16, 2014

Jose E. Larrañaga  
Development Review Team Leader  
Santa Fe County  
P.O. Box 276  
Santa Fe, NM 87504-0276

**RE: Caja del Rio Solar Energy Center Project**

Hello Mr. Larrañaga:

On behalf of Bob Italiano in this office, I have reviewed the information you provided for the referenced project. Due to the nature of the project, I have no comments related to any on-site liquid waste systems (septic systems) on the property.

One potential concern I have is related to the proposed weed control that is mentioned, just to ensure that the herbicide(s) used are approved for this type of application and that they are applied using methods to avoid run-off or off-site drift.

Please contact me with any questions or if you need additional information.

Sincerely,

Bill Brown  
New Mexico Environment Department  
2540 Camino Edward Ortiz  
Santa Fe, NM 87507  
505-827-1840 office  
505-221-9227 cell

NBD-19





STATE OF NEW MEXICO  
**DEPARTMENT OF CULTURAL AFFAIRS**  
**HISTORIC PRESERVATION DIVISION**

Susana Martinez  
Governor

BATAAN MEMORIAL BUILDING  
407 GALISTEO STREET, SUITE 236  
SANTA FE, NEW MEXICO 87501  
PHONE (505) 827-6320 FAX (505) 827-6338

November 17, 2014

Jose E. Larrañaga  
Development Review Team Leader  
County of Santa Fe  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87504-0276

Re: CDRC Case # 14-5380, Z/FDP/DP Santa Fe County Solar Energy Project (PNM)

Dear Mr. Larrañaga,

This is in regard to previous correspondence regarding the Historic Preservation Division (HPD) review and comment of the above referenced development.

We have reviewed the archaeological report by Marron and Associates and the visual analysis document provided to HPD by Mr. Douglas Campbell of PNM Resources. The archaeological report identified two cultural resource sites, both of which were recommended not eligible for inclusion on the National Register of Historic Properties or the New Mexico State Register of Cultural Properties. HPD concurs with the recommendations, and finds that no historic properties are affected by the undertaking. Regarding the visual effect of the undertaking, HPD has determined that based on the visual analysis that was performed, the undertaking will have no adverse effect on SR #1993, a state registered segment of El Camino Real.

We appreciate you providing the requested information and documents.

Sincerely,  
Gerry Raymond for Michele Ensey  
Historic Preservation Division  
Log No.: 100293

NBD-19

# Memorandum

**To:** Jose Larrañaga, Development Review Team Leader  
**From:** Amy Rincon, Community Planner  
**cc:** Robert Griego, Planning Manager  
**Date:** October 2, 2014  
**Re:** CDRC CASE # 14-5380 Solar Energy Center Project (PNM)

---

**REVIEW SUMMARY:** The Solar Energy Center Project (PNM) has been reviewed for compliance with the Santa Fe County Sustainable Growth Management Plan (SGMP) and it has been reviewed based on the Santa Fe County Sustainable Land Development Code (SLDC) which was approved by the Board of County Commissioners, but is not currently in effect.

## Master Plan

The application is requesting Master Plan, Preliminary and Final Development Plan approval for a 5 megawatt electric solar energy center.

## STAFF COMMENT:

### Santa Fe County Sustainable Growth Management Plan 2010 (SGMP)

Approval of Master Plan, Preliminary and Final Development Plan will be consistent with the SGMP principles related to Land Use Element (Chapter 2)

- The project is within the Sustainable Development Area 1 (SDA-1), where growth is likely and being targeted to occur (2.2.5.1).
- The Future Land Use Map has a Mixed-Use Non-Residential category for the area (2.2.5.2).
- Land Use category of Mixed-Use Non-Residential is intended for light industrial and commercial along with other higher density options (2.2.5.2).

Approval of Master Plan, Preliminary and Final Development Plan is consistent with the SGMP including principles related to Economic Development Element (Chapter 3):

- One target industry that the County is pursuing is Green Industry- Energy and water Conservation Technology (3.2.4.1).
- Identify and support businesses that deploy renewable energy technologies(3.2.4.1).
- Infrastructure development including renewable energy to keep the local economy advancing (3.2.5).
- Fostering a "green grid" infrastructure (3.2.5.2).

Approval of the Master Plan, Preliminary and Final Development Plan is consistent with the SGMP including principles related to Renewable Energy and Energy Efficiency Element (Chapter 7):

NBD 7C

- Increases in energy demand and expansion by PNM are identified in the SGMP (7.2.1.1).
- Increasing local electrical supply could cut down on power from other areas in the state (7.2.1.2).
- Solar energy is possible for large-scale generating facilities (7.2.2.2)
- Utility scale solar energy projects are expected in the County (7.2.3.2)

Approval of the Master Plan, Preliminary and Final Development Plan is consistent with the SLDC including principles related to the Use Table (Appendix B):

- The project is in a proposed Mixed-Use zone where Commercial solar energy production facility would be a conditional use.

**STAFF RECOMMENDATION:**

Planning staff recommend approval of the Master Plan and Preliminary and Final Development Plan assuming the issues below are discussed and/or remedied.

Issues that need to further discussed/reviewed:

1. Ensure that view sheds are not impacted (SGMP 7.2.2.2).
2. Has PNM checked with Santa Fe Airport Manager about any electromagnetic frequency issues with aircraft instrumentation? There are three solar arrays near the airport, but all are 1-1.5 MW arrays- a 10MW array will likely have higher EMF.
3. What are the plans for a transmission line from the site? Easements?
4. Ensure that the community meeting has taken place and that the surrounding communities are aware of any impacts from this project.

NBD-21

Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## Santa Fe County Fire Department Fire Prevention Division

### Official Development Review

Date	09/23/2014		
Project Name	Santa Fe County Solar Energy Center Project		
Project Location	East Frontage road - access south of Pablo Drive passed the National Guard.		
Description	Solar Energy Center - CDRC Case # 14-5380 Z/FDP/DP	Case Manager	Jose Larranaga
Applicant Name	Santa Fe County Solar Energy Center Project	County Case #	14-5380
Applicant Address	PO Box 276 Santa Fe, New Mexico 87504-0276	Fire District	Turquoise Trail
Applicant Phone	505-986-6296 Laurie Moye		
Review Type:	Commercial <input checked="" type="checkbox"/>	Residential <input type="checkbox"/>	Sprinklers <input type="checkbox"/>
	Master Plan <input type="checkbox"/>	Preliminary <input type="checkbox"/>	Final <input checked="" type="checkbox"/>
	Wildland <input type="checkbox"/>	Variance <input type="checkbox"/>	Hydrant Acceptance <input type="checkbox"/>
Project Status:	Approved <input checked="" type="checkbox"/>	Approved with Conditions <input type="checkbox"/>	Denial <input type="checkbox"/>

The Fire Prevention Division/Code Enforcement Bureau of the Santa Fe County Fire Department has reviewed the above submittal and requires compliance with applicable Santa Fe County fire and life safety codes, ordinances and resolutions as indicated:

#### Fire Department Access

*Shall comply with Article 9 - Fire Department Access and Water Supply of the 1997 Uniform Fire Code inclusive to all sub-sections and current standards, practice and rulings of the Santa Fe County Fire Marshal*

- **Fire Access Lanes**

Section 901.4.2 Fire Apparatus Access Roads. (1997 UFC) *When required by the Chief, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both.*

- **Roadways/Driveways**

*Shall comply with Article 9, Section 902 - Fire Department Access of the 1997 Uniform Fire Code inclusive to all sub-sections and current standards, practice and rulings of the Santa Fe County Fire Marshal.*

NBD-27

The roadway meets the minimum County standards for fire apparatus access roads within this type of proposed development. The roadway shall be 20' wide County approved all-weather driving surface of minimum 6" compacted basecourse or equivalent. Minimum gate width shall be 14' and an unobstructed vertical clearance of 13'6".

- **Street Signs/Rural Address**

Section 901.4.4 Premises Identification (1997 UFC) *Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property.*

Section 901.4.5 Street or Road Signs. (1997 UFC) *When required by the Chief, streets and roads shall be identified with approved signs.*

All access roadway identification signs leading to the approved development area(s) shall be in place prior to the required fire hydrant acceptance testing. Said signs shall remain in place in visible and viable working order for the duration of the project to facilitate emergency response for the construction phase and beyond.

Properly assigned legible rural addresses shall be posted and maintained at the entrance(s) to each individual lot or building site within 72 hours of the commencement of the development process for each building.

- **Slope/Road Grade**

Section 902.2.2.6 Grade (1997 UFC) *The gradient for a fire apparatus access road shall not exceed the maximum approved.*

There are no slopes the exceed 11%.

- **Restricted Access/Gates/Security Systems**

Section 902.4 Key Boxes. (1997 UFC) *When access to or within a structure or an area is unduly difficult because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the chief is authorized to require a key box to be installed in an accessible location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the chief.*

To prevent the possibility of emergency responders being locked out, all access gates should be operable by means of a key or key switch, which is keyed to the Santa Fe County Emergency Access System (Knox Rapid Entry System). Details and information are available through the Fire Prevention office.

## **Fire Protection Systems**

### **Hydrants**

Shall comply with Article 9, Section 903 - Water Supplies and Fire Hydrants of the 1997 Uniform Fire Code, inclusive to all sub-sections and current standards, practice and rulings of the Santa Fe County Fire Marshal.

NBD-23

Section 903.4.2 Required Installations. (1997 UFC) *The location, number and type of the fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises or both to be protected as required and approved.*

Fire hydrants subject to possible vehicular damage shall be adequately protected with guard posts in accordance with Section 8001.11.3 of the 1997 UFC.

All fire hydrants shall be spaced so that the furthest buildable portion of a parcel shall be within one thousand feet (1,000') as measured along the access route.

Fire hydrant locations shall be no further than 10 feet from the edge of the approved access roadways with the steamer connections facing towards the driving surface. Final fire hydrant locations shall be located in full view for incoming emergency responders. Landscape vegetation, utility pedestals, walls, fences, poles and the like shall not be located within a three foot radius of the hydrant per Article 10, Sections 1001.7.1 and 1001.7.2 of the 1997 UFC.

Supply lines shall be capable of delivering a minimum of 1,000 gpm with a 20-psi residual pressure to the attached hydrants. The design of the system shall be accordingly sized and constructed to accommodate for the associated demands placed on such a system through drafting procedures by fire apparatus while producing fire flows. The system shall accommodate the operation of two pumping apparatus simultaneously from separate locations on the system. All hydrants shall have NST ports. Final design shall be approved by the Fire Marshal.

All hydrants shall comply with Santa Fe County Resolution 2000-55, Hydrant color-coding, marking and testing.

- **Life Safety**

Fire Protection requirements listed for this development have taken into consideration the hazard factors of potential occupancies as presented in the developer's proposed use list. Each and every individual structure of a private occupancy designation will be reviewed and must meet compliance with the Santa Fe County Fire Code (1997 Uniform Fire Code and applicable NFPA standards) and the 1997 NFPA 101, Life Safety Code, which have been adopted by the State of New Mexico and/or the County of Santa Fe.

## **General Requirements/Comments**

### **Inspections/Acceptance Tests**

Shall comply with Article 1, Section 103.3.2 - New Construction and Alterations of the 1997 Uniform Fire Code, inclusive to all sub-sections and current standards, practice and rulings of the Santa Fe County Fire Marshal.

The developer shall call for and submit to a final inspection by this office prior to the approval of the Certificate of Occupancy to ensure compliance to the requirements of the Santa Fe County Fire Code (1997 UFC and applicable NFPA standards) and the 1997 NFPA 101, Life Safety Code.

### **Permits**

As required

NBD-24

**Final Status**

Recommendation for Final Development Plan approval with the above conditions applied.

*Renee Nix, Inspector*  
Renee Nix  
Code Enforcement Official

9-23-14  
Date

Through: Chief David Sperling

File: SFCSolarEnergy:092314/TT

Cy: Buster Patty, Fire Marshal  
Caleb Mente, Land Use  
Applicant  
District Chief Turquoise Trail  
File

NBD-25

Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Liz Stefanics  
Commissioner, District 4

Kathy Holian  
Commissioner, District 5

Kathrine Miller  
County Manager

**PUBLIC WORKS DIVISION  
MEMORANDUM**

**Date:** October 3, 2014

**To:** Jose Larranaga, Land Use Department

**From:** Paul Kavanaugh, Engineering Associate Public Works *PK*  
Johnny P. Baca, Traffic Manager Public Works *JB*

**Re:** CRDC CASE # Z14-5380 Z/MP/PDP/FDP Santa Fe County Solar Energy  
Center Project (PNM).

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The referenced project has been reviewed for compliance of the Land Development Code, and shall conform to roads and driveway requirements of **Article V (Subdivision Design Standards) and Section 8.1 (General Policy on Roads)**. The referenced project is located Southeast of East Frontage Road/ Bataan Boulevard intersection, and northeast of Interstate 25/ La Cienega Exit in projected Sections 3 & 4, Township 15 North, Range 8 East. The applicant is requesting Master Plan Zoning, Preliminary and Final Development Plan approval for a Solar Energy Center on 100 acres within a 261.86 acre tract.

**Access:**

The applicant is proposing to access the proposed site directly from I-25 East Frontage Road by a compacted dirt road.

**Conclusion:**

Public Works has reviewed the applicant's submittal and feels that they **can support** the above mentioned project.

NBD-21

Daniel "Danny" Mayfield  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

September 30, 2014

Mr. Jose Larranaga  
Commercial Development Case Manager  
Santa Fe County Land Use Department  
102 Grant Ave  
Santa Fe, NM 87504

**RE: CDRC CASE # 14-5380 Z/FDP/DP Santa Fe County Solar Energy Center Project (PNM)**

Dear Jose,

This letter is in response to your request for a review of the Santa Fe County Solar Energy Center Project (PNM) designed by Bohannon Huston, dated 9/5/14.

Please be aware that any statements made here refer solely to Santa Fe County Solar Energy Center (PNM) Master Plan Zoning Preliminary and Final Development Plan, as you have described in your written inquiry and appurtenant documentation you submitted. If the parcel location or development concept is modified, or the current field conditions are modified in the future, this letter will be automatically invalidated, unless otherwise indicated in writing by Santa Fe County Utility Division (SFCUD).

Please note that in regards to water and sewer Santa Fe County Solar Energy Center Project (PNM) does not require either of these services for this type of project, which excludes SF County Utility from providing such services.

If you have any questions or concerns, please do not hesitate to contact us.

Respectfully,

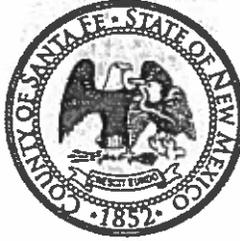
Paul Casaus  
Utilities Engineering Associate  
Santa Fe County Utilities Department

NBD-27

**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**DATE:** September 25, 2014

**TO:** Jose Larranaga, Commercial Development Case Manager

**FROM:** John Lovato, Terrain Management *JL*

**VIA:** Penny Ellis-Green Growth Management Director  
Vicki Lucero, Building and Development Services Manager  
Wayne Dalton, Building and Development Services Supervisor

**FILE REF:** CDRC CASE # Z/PDP/DP 14-5380 PNM Solar Facility (LG Site)

### REVIEW SUMMARY

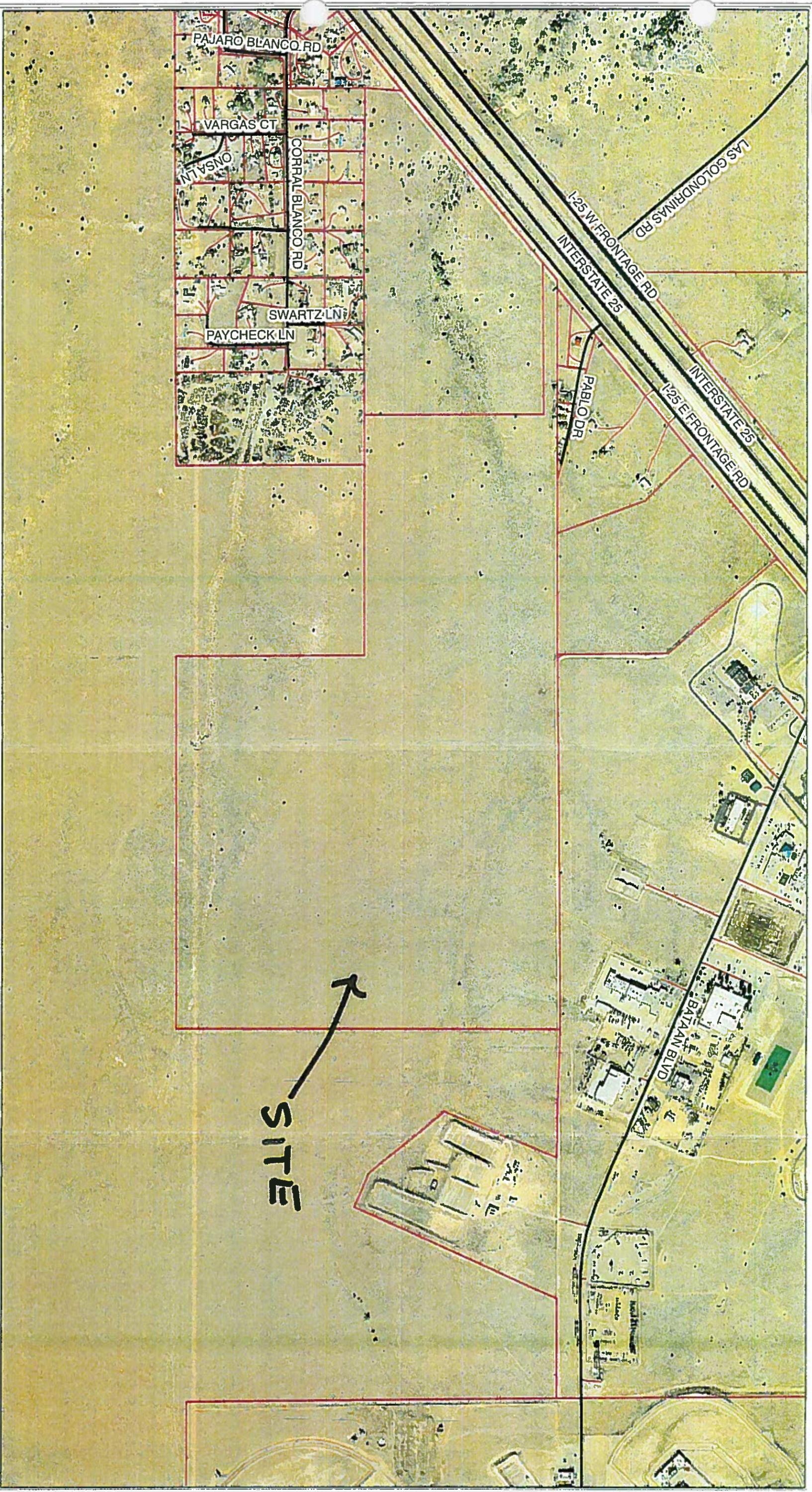
The referenced project has been reviewed for compliance with the Santa Fe County Land Development Code. The Applicant requests Development Plan approval to install a 10 Megawatt (MW) electric Solar Energy Center East of Interstate I-25 on 100 acres. The proposed solar panels are single-axis tracking panels that will be configured together in long rows oriented North-south. Each row is approximately 210 feet and rows are in connected section of approximately 145 feet. The project complies with Article VII, Section 3 Terrain Management.

### Terrain Management

The slopes are less than 15%, and minimal disturbance is expected. The project complies with Article VII, Section 3 Terrain Management.

### Storm Drainage and Erosion Control:

The Applicant's proposal shows a proposed site plan with existing topography and vegetation. Disturbed areas will be reseeded and the project will have minimal runoff from any storm event. Therefore, the submittal is in conformance with Development Plan submittal requirements and complies with Article VII, Section 3.4.6 and Ordinance 2008-10 Flood Damage Prevention and Stormwater Management Ordinance. NB 2



**Legend**

-  ROADS
-  DRIVEWAYS
-  PARCELS

tabbles

**EXHIBIT**

**4**



**SITE** →

2008 Imagery  
2 FOOT CONTOURS

This information is for reference only.  
Santa Fe County assumes no liability for errors associated with the use of these data.  
User are solely responsible for confirming data accuracy.



7.1 Standards

Community service facilities are allowed anywhere in the County, provided all requirements of the Code are met, if it is determined that:

- 7.1.1 The proposed facilities are necessary in order that community services may be provided for in the County, and
- 7.1.2 The use is compatible with existing development in the area and is compatible with development permitted under the Code.

7.2 Submittals and Review

The submittals and reviews for community service facilities shall be those provided for in Article III, Section 4.5.

Compiler's Note. Section 4.5 was amended by County Ordinance 1988-9, and consists of review procedures and submittals for any non-residential use requesting a zoning approval.

**SECTION 8 - OTHER DEVELOPMENT**

8.1 Uses Permitted

All uses not otherwise regulated by the Code are permitted anywhere in the County. Such uses specifically include, but are not limited to utilities, parking facilities, and cemeteries.

8.2 Submittals, Reviews and Standards

Uses regulated by this Section 8 shall be considered large scale if they involve the grading and clearing of 10 or more acres, contiguously or cumulatively; and small scale if less disturbance of the land is involved. Development standards and criteria and submittal requirements are set forth in Sub-sections 4.4 and 4.5.

8.3 A development permit shall not be required for, and provisions of the Code shall not apply to, utility easements, utility rights-of-way, and construction of utility line extensions.

In addition to the above requirements, any development involving a water or sewer utility must be in conformance to an adopted Community Land Use and Utility Plan, unless system capacity is limited to that needed to serve existing development.

**SECTION 9 - PARKING REQUIREMENTS**

9.1 The following parking requirements are established for the types of development listed:

TYPE OF USE	NUMBER OF PARKING SPACES
Wholesale	1 per 1 employee plus 1 per 500 sq. ft.
Office & Community Facilities	1 per 1 employee plus 1 per 300 sq. ft.
Medical Offices	1 per employee plus 1 per 350 sq. ft.

NBP-30



fulfill the proposals contained in the subdivider's disclosure statement and in determining whether or not the subdivider's provisions for a subdivision conform with County regulations.

#### 4.8 Common Promotional Plans

The Code Administrator will review proposed applications to determine whether there is a common promotional plan to subdivide a property. If it is determined that the land division does constitute a common promotional plan, the project shall comply with the procedures provided for in this Article V.

### SECTION 5 - PROCEDURES AND SUBMITTALS

#### 5.1 Pre-application Procedures

Prior to the filing of an application for approval of a preliminary plat, the subdivider shall confer with the Code Administrator to become acquainted with these subdivision regulations. At this pre-application conference, the subdivider shall be advised of the following:

1. Submittals required by the Code.
2. Type and/or class of the proposed subdivision.
3. Individuals and/or agencies that will be asked to review the required submittals.
4. Required improvements.
5. Conditions under which Master Plans and Development Plans are required as described in Sections 5.2 and 7.
6. A determination will be made as to the appropriate scale and format for plans and plats and as to the appropriateness of applicable submittal requirements.

#### 5.2 Master Plan Procedure

##### 5.2.1 Introduction and Description

- a. Master plans are required in the following cases:
  - i. All Type I, Type II, and Type IV subdivisions with more than one development phase or tract;
  - ii. As required in Article III for developments other than subdivisions; and
  - iii. Such other projects which may elect to apply for master plan approval.
- b. A master plan is comprehensive in establishing the scope of a project, yet is less detailed than a development plan. It provides a means for the County Development Review Committee and the Board to review projects and the subdivider to obtain concept approval for proposed development without the necessity of expending large sums of money for the submittals required for a preliminary and final plat approval.
- c. The master plan submittal will consist of both plans and written reports which include the information required in 5.2.2 below. A typical submittal would include a vicinity map, a plan showing existing site data, a conceptual environmental plan with written documentation, a master plan map, a master plan report, a schematic utilities plan and the phasing schedule. Maps and reports may be combined or expanded upon at the discretion of the applicant to fit the particular development proposal as long as the relevant information is included.

##### 5.2.2 Master Plan Submittals

- a. Vicinity Map. A vicinity map drawn at a scale of not more than 2,000 feet to one inch showing contours at twenty (20) foot intervals showing the relationship of the site to its general surroundings, and the location of all existing drainage channels, water courses and water bodies located on the parcel and within three miles of the Parcel.

NBD-0



~~agency comments which relate to potential imitations of lot size, intensity, or character of development.~~

~~7.1.4 Criteria for development plan phase approval~~

- ~~a. Conformance to the approved master plan;~~
- ~~b. The plan must meet the criteria of Section 5.2.4 of this Article V.~~



7.2 Final Development Plan

7.2.1 Submittals

A final development plan conforming to the approved preliminary plan and approved preliminary plat, if required, and containing the same required information shall be submitted. In addition, the final development plan shall show, when applicable, and with appropriate dimensions, the locations and size of buildings, heated floor area of buildings, and minimum building setbacks from lot lines or adjoining streets. Documents to be submitted at this time are: proof of ownership including necessary title documents, articles of incorporation and by-laws of owners' association; required disclosure statements; final engineering plans and time schedule for grading, drainage, and all improvements including roads, water system, sewers, solid waste, utilities; engineering estimates for bonding requirements; development agreements; and final subdivision plats, if required.

7.2.2 Review

The final development plan shall be submitted to the County Development Review Committee accompanied by a staff report. The County Development Review Committee shall review the plan and make a determination as to its compliance with the County General Plan and Code. The County Development Review Committee may recommend changes or additions to the plan as conditions of its approval. The final development plan as approved by the County Development Review Committee shall be filed with the County Clerk. The approved final development plan becomes the basis of development permits and for acceptance of public dedications. Any changes in the plan must be approved by the County Development Review Committee.

History. 1980 Comp. 1980-6. Section 7 of Article V was amended by County Ordinance 1987-1 adding language relating to master plans.

**SECTION 8 - SUBDIVISION DESIGN STANDARDS**

~~These standards shall be binding upon the subdivider unless modifications are justified by sound engineering principles. Such modifications from these standards may be approved by the Board after a review by the County Development Review Committee upon presentation of documented justification by a licensed professional engineer.~~

8.1 General Policy on Roads

8.1.1 General

The arrangement, character, extent, width, grade and location of all roads shall be considered in relation to convenience and safety, and to the proposed uses of land to be served by such roads. Prior to grading or roadway cuts, all applicable permits shall be granted by the Code Administrator.

NBD - 32





November 18, 2014

Mr. Jose Larranaga  
Santa Fe County  
Development Review Team Leader  
P.O. Box 276  
Santa Fe, NM 87504

Subject: PNM Response to Agency Comments for Caja del Rio Solar Energy Center Project Submittal and Santa Fe County Solar Energy Center Submittal

Dear Mr. Larranaga:

Caja del Rio Solar Energy Center PNM Responses to Agency Comments

Santa Fe Utilities Department and NM Environment Department:

PNM contracts for weed control using certified weed control specialists. Herbicides are selected based on site specific conditions and at application rates as specified by the manufactures. In the past Surmount and Garlon 4 have been used. Typically herbicides on our solar facilities are applied as spot applications so as not to discourage acceptable native vegetation.

Public Works Division:

A 12' driving surface of compacted dirt will be provided from the end of the existing driving surface of Old Cochiti Road using existing access easements to the site. PNM will provide a compacted dirt road 24 feet wide for access to the site.

Santa Fe County Solar Energy Center PNM Responses to Agency Comments

Santa Fe Utilities Department and NM Environment Department:

PNM contracts for weed control using certified weed control specialists. Herbicides are selected based on site specific conditions and at application rates as specified by the manufactures. In the past Surmount and Garlon 4 have been used. Typically herbicides on our solar facilities are applied as spot applications so as not to discourage acceptable native vegetation.

General Comments for both projects:

Fire Department:

Only qualified personnel are allowed inside PNMR substation/generation facilities. All unqualified personnel must be escorted by a competent person inside the gate. Solar is a form of distributed generation and interconnected with our grid. PNM electric facilities typically present a danger to fire responders due to the electrical currents in them; the same is true for a utility scale solar field. Electricity and water don't mix safely. PNM supports safety of its employees and all others and would not want fire responders put in harm's way. PNM does not expect a fire response to the solar sites.

Typically there are 4000 panels per megawatt so for Caja del Rio SEC a maximum of 20,000 panels and SFSEC a maximum of 40,000 panels.

NBD-33



The solar field to accommodate the panels is approximately 24 acres at the 40 acre CdRSEC parcel. The solar field for SFSEC would occupy approximately 75 acres of the 160 acre parcel. Interconnections to the existing distribution electric system will be made in accordance with existing county regulations. Should a variance from the underground utility ordinance be required, PNM will make to appropriate filings. At the SFSEC all of the utilities in this area are constructed overhead. Should a variance from the underground utility ordinance be required, PNM will make to appropriate filings. A final design and alignment for extension of service to the SFCSEC has not yet been determined and is outside the scope of this application. Attached are diagrams of the electrical equipment on site. Locations of the electrical equipment are attached. SFSEC has 5 power converters and one switchgear facility and CdRSEC has one power converter and one switchgear facility.

Community Planner:

1. PNM believes that view sheds are not impacted by the panels that at 6 feet 8 inches tall at full extension.
2. There are no electromagnetic frequency issues from a solar facility that could affect aircraft instrumentation.
3. This is an electric distribution line facility not transmission line facility. Therefore there are no transmission lines planned. Easements are granted with the platting action.
4. Access points are identified on the proposed plats attached to applications
5. A community meeting is not required however one was held on October 28 and adjacent property owners were notified.

PNM held an Open House on October 28, 2014 from 5:30 to 7:00 pm and the PNM Electric Service Center on Highway 14. PNM mailed to both adjacent property owners at CdRSEC and SFSEC. There were 6 people who attended the open house 3; for each solar site. Caja del Rio SEC had 10 adjacent property owners who were invited and SF County SEC had 67 adjacent property owners who were invited. Comments on the proposed developments were generally favorable. Concerns were primarily related to uncertainty as to what the facilities would look like and if they would be seen from a place of business

Please contact me at (505) 241-2792 if you have any questions, need any additional information, or if you would like to schedule a site visit with the planners, environmental scientists, and engineers who have technical knowledge of the project.

Sincerely,

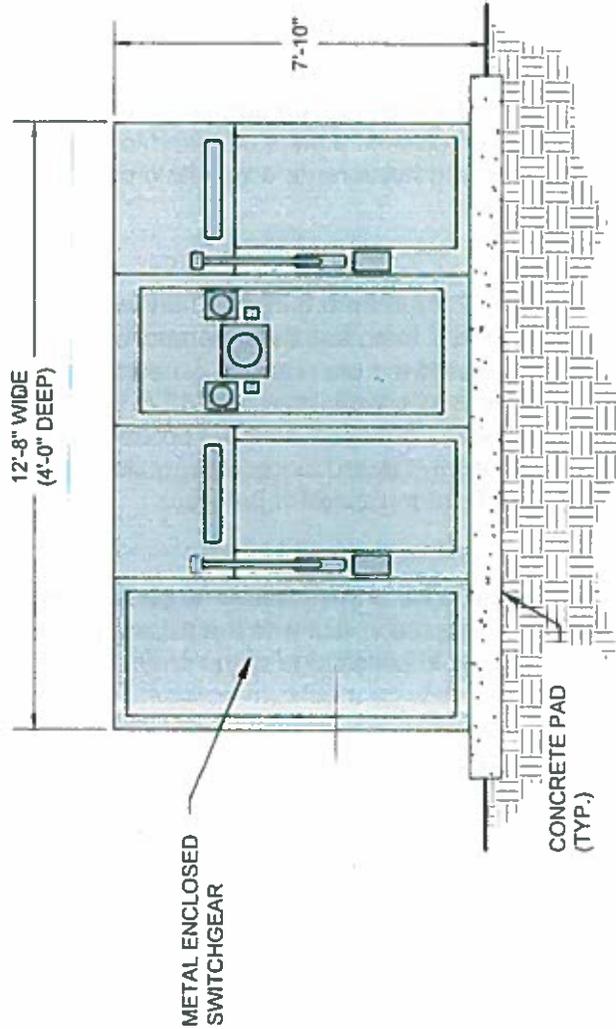


Laurie Moye  
Coordinator Regulatory Project & Public Participation

Enclosures:

- Site Plan Solar Panel Layout
- Electrical Equipment Diagrams

NBD-34



**ELEVATION DETAIL - TYPICAL PV COMBINING SWITCHGEAR & METERING**

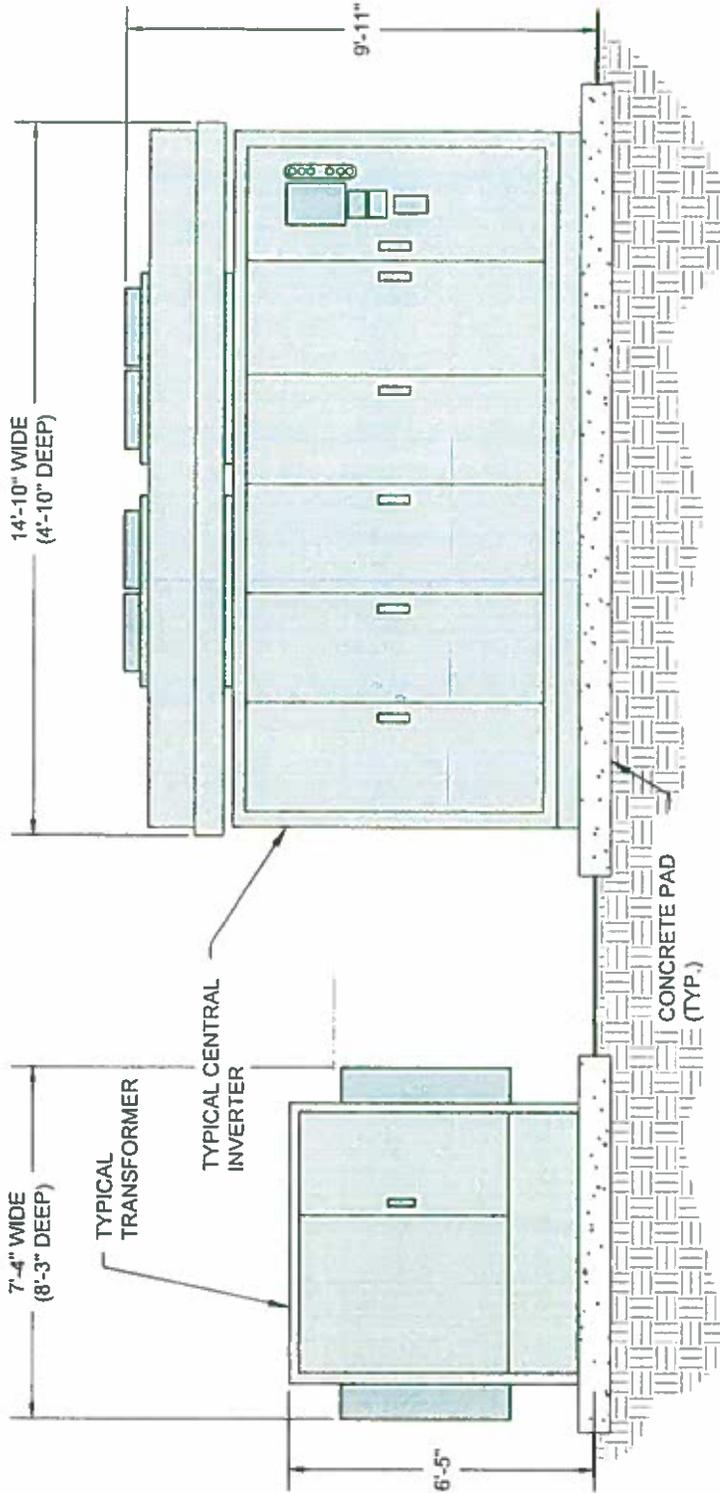
SCALE: NONE

**General Notes:**

- A. THESE DRAWINGS ARE SCHEMATIC IN NATURE AND ARE NOT INTENDED TO SHOW ALL POSSIBLE CONDITIONS. IT IS INTENDED THAT COMPLETE ELECTRICAL SYSTEMS BE PROVIDED WITH ALL NECESSARY EQUIPMENT, APPURTENANCES, AND CONTROLS, COMPLETELY COORDINATED WITH ALL DISCIPLINES. EXACT EQUIPMENT PROVIDED IS SUBJECT TO CHANGE AND GIVEN QUANTITIES AND/OR DIMENSIONS MAY VARY SLIGHTLY.

PROJECT NAME <b>PNM LG SITE - Equipment Elevations</b> Santa Fe County, New Mexico		SUPPLEMENTAL DRAWING NO. <b>PV-3.0</b>
PROJECT NO. - Proposal/Conceptual -	DATE 12 November 2014	<small>THIS DRAWING IS THE EXCLUSIVE PROPERTY OF AFFORDABLE SOLAR. IT DOES NOT DEPICT EVERY DETAIL, AND IS ONLY FOR CONSTRUCTION BY AN ORDINARY SOLE. THE PROJECTS SHOWN HEREIN ARE NOT TO BE USED FOR THE INSTALLATION OF AFFORDABLE SOLAR AND DOES NOT APPLY TO THE INSTALLATION OF AFFORDABLE SOLAR. AFFORDABLE SOLAR PROJECTS ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DRAWING WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.</small>
AFFORDABLE solar 4840 Pine American East Frey Ave Albuquerque, New Mexico 87105-2220 (505) 244-1154 • www.affordable-solar.com		

NBD-30



**ELEVATION DETAIL - TYPICAL POWER CONVERSION STATION EQUIPMENT**

SCALE: NONE

**General Notes:**

- A. THESE DRAWINGS ARE SCHEMATIC IN NATURE AND ARE NOT INTENDED TO SHOW ALL POSSIBLE CONDITIONS. IT IS INTENDED THAT COMPLETE ELECTRICAL SYSTEMS BE PROVIDED WITH ALL NECESSARY EQUIPMENT, APPURTENANCES, AND CONTROLS, COMPLETELY COORDINATED WITH ALL DISCIPLINES. EXACT EQUIPMENT PROVIDED IS SUBJECT TO CHANGE AND GIVEN QUANTITIES AND/OR DIMENSIONS MAY VARY SLIGHTLY.

PROJECT NAME PNM LG SITE - Equipment Elevations Santa Fe County, New Mexico		SUPPLEMENTAL DRAWING NO.
PROJECT NO. -Proposal/Conceptual-	DATE 12 November 2014	<b>PV-2.0</b>

**affordable solar**  
 4840 Pan American East Pkwy NE  
 Albuquerque, New Mexico 87109-7220  
 (505) 244-1154 - www.affordable-solar.com

THIS DRAWING IS THE SOLE PROPERTY OF AFFORDABLE SOLAR. IT DOES NOT REPRESENT THE CONTRACTOR'S RESPONSIBILITY FOR THE DESIGN OR CONSTRUCTION OF ANY EQUIPMENT OR SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT OR SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT OR SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT OR SYSTEMS.

NBD-36







- bicycle parking.
- Final design plans for the required improvements to Highway 14 shall be submitted for review and approval by NMDOT prior to Final Development Recordation.

Mr. Salazar confirmed that the issue of the variance is open space and he directed the CDRC to an exhibit identifying the applicant's plans.

The applicant, Brian Lock and his agent, Jennifer Jenkins were duly sworn.

Jennifer Jenkins said the applicant was in agreement with all staff-imposed conditions and thanked staff for their efforts. She said the expansion is important for Santa Fe County and discussed the LEDA funds. Ms. Jenkins located the project on a site map noting that the restaurant functions for special events and the brewery is accessed off of Fireplace Place. When additional adjacent lots became available the applicant purchased them to further his plans to expand the brewery. The tasting area and lobby area will be relocated. The heart of the project is an outdoor landscaped beer garden with seating and a platform for entertainment. An existing access off SR 14 will be improved and the Fireplace Place access will be maintained.

Ms. Jenkins identified the open space that will be landscaped. Santa Fe Brewing will provide property for trailhead parking for people accessing the Arroyo Hondo Trail.

Brian Lock said he was pleased to have the opportunity to grow his business in Santa Fe rather than relocating. When the state decided to lower the excise tax it leveled the playing field and he was able to stay in Santa Fe. Local breweries are a growing industry across the country and he was pleased he could stay in Santa Fe. The expansion will increase employment in the County. Currently he has approximately 42 employees. The expansion will be completed in 2020 and he estimated having 105 employees.

There was no one from the public wishing to speak for or against this project.

Member Anaya moved to approve Z/DP/V 14-5430 with staff-imposed conditions. Ms. Booth seconded and the motion passed by unanimous [6-0] voice vote.

The applicant was lauded for expanding his business in Santa Fe County.

- PNM Santa Fe County Solar Energy Center Project. Public Service Company of New Mexico, Applicant, Laurie Moye, Agent, requests Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on a 100 acre site. The property is located south of the National Guard site and takes access via the East I-25 Frontage Road, within Sections 3 & 4, Township 15 North, Range 8 East, (Commission District 5)**

Jose Larrañaga, case manager, recited the case caption and presented the staff report as follows:

“Public Service Company of New Mexico is requesting Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt tracking solar electric generating facility on a 100 acre site. The solar panels are tracking panels which will be configured together in long rows which will be oriented north-south. Each row of panels are approximately 210 feet in length, the row length varies depending on the amount of developable area and will rotate together, making adjustments as the panels move to track the sun east to west. The solar modules will be mounted on a ground mounted rack. The height of the top of the panels at full-rotation will not exceed 7 feet from the natural grade. A distribution line will be extended to the site for the delivery of the electricity being generated by the facility. For safety and security reasons the facility will be enclosed by a chain link fence with three strands of barbed wire, 8 feet in total height.

“The Applicant states: The solar generating facility is needed to meet PNM’s 2015 Renewable Energy Plan. The project is part of a utility distribution system for utility use for the greater public good and for the health, safety and welfare of the residents of Santa Fe County and will provide the community with a source of clean, renewable energy to support growth and economic development in the area.

“The Applicant has submitted a subsequent letter and drawings in response to staff and review agency comments. The Applicant states that typically there are 4,000 panels per megawatt, therefore the proposed ten megawatt site will contain approximately 40,000 panels and will encompass approximately 75 acres of the 100 acre site. The site will also house five power converters and one switchgear facility.

“On October 28, 2014, the Applicant held an open house to discuss the proposed development. Notice was sent to 67 adjacent property owners and three attended the meeting. The Applicant states that concerns of the individuals who attended the open house were primarily related to uncertainty as to what the facilities would look like and visibility of the site.

“Building and Development Services staff have reviewed this project for compliance with pertinent Code requirements and have found that the facts presented support the request for Master Plan Zoning, Preliminary and Final Development Plan. The Application is comprehensive in establishing the scope of the project; the proposed use is in compliance with the uses associated with Other Development; the Application satisfies the submittal requirements set forth in the Land Development Code.

“The review comments from State Agencies and County staff have established findings that this Application, for Master Plan Zoning, Preliminary and Final

Development Plan, is in compliance with: State requirements and Final Development Plan of the County Land Development Code.”

Mr. Larrañaga said staff recommends approval of Master Plan Zoning, Preliminary and Final Development Plan to allow a 10 megawatt electric Solar Facility on a 100 acre site subject to the following staff conditions:

1. The Applicant shall comply with all review agency comments and conditions, as per Article V, § 7.1.3.c. Conditions shall be noted on the Master Plan/Final Development Plan.
  - a. The development shall comply with Article 1, Section 103.3.2-New Construction and Alterations of the 1997 Uniform Fire Code.
  - b. The proposed access, to the site, shall be constructed with six inches of compacted base course and 20 feet in width.
2. Master Plan/Final Development Plan with appropriate signatures shall be recorded with the County Clerk, as per Article V, § 7.2.2.
  - a. Approval of a master plan shall be considered valid for a period of five years from the date of approval by the Board (Article V, § 5.2.7).

Duly sworn, Laurie Moyer representing PNM, said the solar energy facility will be used as a solar electric generating station. The facility is part of PNM’s 2015 renewable energy plan. Ms. Moyer’s presentation included a power point which outlined the project vicinity, a description, access, etc. The parcel of land meets both PNM’s solar requirements and lay out for a successful solar generating station. A nearby electric distribution line will be used to transmit the generated energy.

Ms. Moyer said the project will not generate traffic once built it will be operated remotely and only visited for maintenance and/or repair. No septic, sewer or water lines are necessary. The site will be enclosed for public safety purposes. Construction, if approved, is expected to start in 2015 and operational in winter of 2015.

Summarizing her presentation, Ms. Moyer said this is clean renewable energy. The project has a low profile and creates neither air emissions nor waste products. The County will gain property taxes.

Member Anaya said he was unsure of where the transmission line was located is and whether it is over or underground. Ms. Moyer said the exact line route has not been determined and it may require a variance to build it overhead. She said PNM was waiting for this approval before proceeding with design. At this point they have an easement on the property from the solar facility to the road; however, the public utility easement on the frontage road north has not been explored.

Member Anaya said he supported alternative energy and his concern had to do with easements and transmission lines. Ms. Moyer said she was confident PNM would be able to move the power out of the site north to an existing distribution line.

Member Katz asked whether the facility would be visible from I-25 and Ms. Moyer said it would be although it sits back from the road. The panels could be screened if additional building occurs on adjacent lots.

Member Gonzales said he was pleased that PNM was bringing forward what he referred to as a win/win project and mentioned with additional growth in the County this will be needed.

Member Anaya said he was aware of other solar panels that are having issues with transmitting services and that concerned him greatly. Ms. Moyer said the PNM generating entity will have to apply to PNM's transmission and distribution entity for transmission.

Chair Drobnis invited public comment.

Duly sworn, J.J. Gonzales, 54 Entrada, La Cienega, said he represents a partnership that owns property adjacent to this project. Mr. Gonzales said they were in support of PNM's efforts to develop renewable energy. His concerns centered around egress/ingress, accessing the power grid to get power onto the property and storage of energy on site. He said Ms. Moyer answered many of his questions and he hoped his remaining questions would be answered in the near future.

Duly sworn, Matthew Baca, identified himself as a proponent of solar energy, former president of New Mexico Solar Energy and Industry Association, current president of New Mexico Renewable Energy Developers Associates and former president of the City of Albuquerque's Energy Conservation Council. He applauded the regulations adopted by the PRC. Mr. Baca said it appeared that this proposal was not complete.

He advised the CDRC that he would be addressing the Caja del Rio PNM request and wanted it on the record that he supports solar energy.

There were no further speakers.

Member Katz moved to approve the application with staff-imposed conditions. Member Martin seconded and the motion passed by unanimous [6-0] voice vote.

~~**CDRC CASE # Z/DP 14-5370 PNM Caja del Rio Solar Energy Case**  
**Project. Public Service Company of New Mexico, Applicant; Julie**  
**Moye, Agent, requests Master Plan Zoning, Preliminary and Final**  
**Development Plan approval to allow a 5 megawatt Solar**  
**Facility on a 40-acre site. The property is located north of New**  
**Mexico Highway 599 and takes access via Caja del Rio Road, within**  
**Section 3, Township 16 North, Range 1 East, Commission District 2**  
**[Exhibit 4: Staff distributed Vanden Berg, Rogers, et al. memo dated**  
**12/15/14; Exhibit 5: Vanden Berg, Rogers, et al. distributed memo dated**  
**12/14/14; Exhibit 6: PNM Grant of Easement]**~~

Member Gonzales excused himself from this case.

Mr. Larrabee recited the case caption and reviewed the staff report as follows:

WARRANTY DEED

George B. Paloheimo and Don Van Soelen as Trustees of the Rancho de las Golondrinas Charitable Trust w/a/d December 9, 1982, amended July 25, 1996

for consideration paid, grant

to IG Realty Holdings, LLC, a New Mexico limited liability company

whose address is PO Box 309 Santa Fe NM 87504

the following described real estate in Santa Fe County, New Mexico: Beginning at the northeast corner of this tract being the 1/4 corner of Sections 34 T16N R8E and Section 3 T15N R8E, thence S.00°13'40"E., 2639.18 feet to the southeast corner of this tract; thence S.89°36'25"W., 2650.85 feet to a point being the 1/4 corner of Sections 3 and 4 T15N R8E; thence N.00°06'01"W., 1319.40 feet to a point; thence N.89°29'08"W., 1322.16 feet; thence S.89°38'20"W., 989.10 feet; thence S.89°46'21"W., 328.60 feet; thence S.89°36'59"W., 329.52 feet; thence S.89°41'32"W., 329.08 feet; thence S.89°50'46"W., 223.09 feet; thence S.89°54'50"W., 219.95 feet; thence S.89°55'55"W., 214.49 feet to the southwest corner of this tract; thence N.04°23'40"E., 226.21 feet; thence N.50°58'23"E., 568.90 feet; thence N.50°58'23"E., 999.53 feet; thence N.50°58'23"E., 139.22 feet to the northwest corner of this tract; thence N.89°32'49"E., 595.46 feet; thence N.89°32'39"E., 262.51 feet; thence N.89°31'49"E., 1753.44 feet; thence N.89°38'33"E., 2643.32 feet to the point and place of beginning, all as shown on plat of survey entitled "Boundary Survey of 261.86 Acres for Las Golondrinas Ranch lying within Sections 3 & 4, T15N, R8E, NMPM, Santa Fe County, New Mexico" by Richard A. Chatroop on May 2, 2005, filed June 8, 2005 as Document No. 1383479 and recorded in Plat Book 590, Page 011, in the records of Santa Fe County, New Mexico.

SUBJECT TO:

Taxes for the year 2005 and thereafter; and:

- 1. Reservations, Terms and Conditions contained in Patent from United States of America to Thomas Narvaez, dated February 10, 1922, and recorded in Patents Book A, Page 223, in the records of Santa Fe County, New Mexico.
2. Reservations, Terms and Conditions contained in Patent from United States of America to Jose Gonzales y Carrillo, dated February 10, 1922, and recorded in Patents Book B, Page 95, in the records of Santa Fe County, New Mexico.

(Continued)

with warranty covenants

WITNESS our hand and seal this 10th day of June 2005

(Seal)

Handwritten signature of Don Van Soelen

(Seal)

Rancho de las Golondrinas

(Seal)

Handwritten signature of George B. Paloheimo

(Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Santa Fe

} ss.

This instrument was acknowledged before me on June 10th 2005

by George B. Paloheimo and Don Van Soelen as Trustees of the Rancho de las Golondrinas Charitable Trust w/a/d December 9, 1982, amended July 25, 1996, on behalf of said trust.

My Commission Expires 1-12-05



State of New Mexico

Handwritten signature of Notary Public

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO.

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

WARRANTY DEED
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 14TH Day Of June, A D , 2005 at 10 54 And Was Duly Recorded as Instrument # 1384270 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office

Deputy Valerie Espinoza County Clerk, Santa Fe

(Seal)

Notary Public

For Recorder's Use Only



EXHIBIT

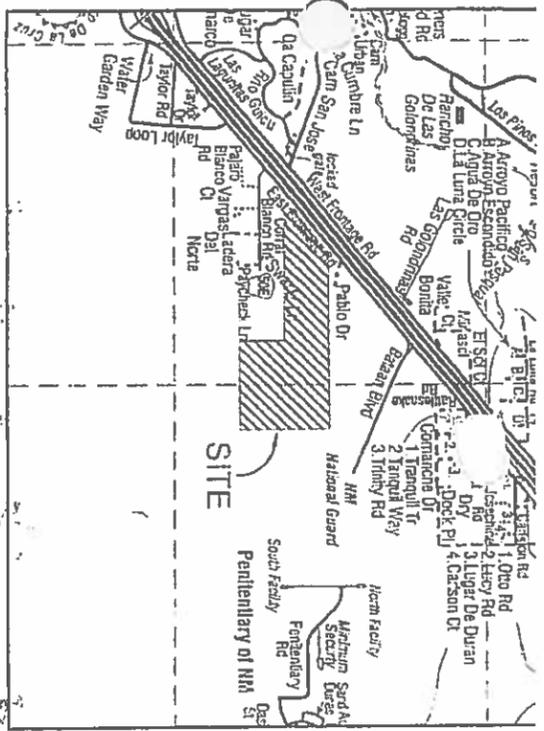
10

NBD-42

CONTINUATION OF LEGAL DESCRIPTION

3. Easement from Y.A. & Lenora Paloheimo to Public Service Company of New Mexico, dated July 8, 1957, recorded in Book 136, Page 471, in the records of Santa Fe County, New Mexico.
4. Easement from Y.A. & Lenore Paloheimo to County of Santa Fe, dated January 4, 1954, recorded in Book 84, Page 53, in the records of Santa Fe County, New Mexico.
5. Powerline Easement, as shown on plat of survey for Y.A. Paloheimo Las Golodrinas Ranch by Morris A. Apodaca NMLS No. 5300 filed December 29, 1989, recorded in Plat Book 205, Page 16, in the records of Santa Fe County, New Mexico and all matters shown on plat of survey entitled "Boundary Survey of 261.86 Acres for Las Golondrinas Ranch lying within Sections 3 & 4, T15N, R8E, NMPM, Santa Fe County, New Mexico" by Richard A. Chatroop on May 2, 2005, filed June 8, 2005 as Document No. 1383479 and recorded in Plat Book 590, Page 011, in the records of Santa Fe County, New Mexico.

NBD-43



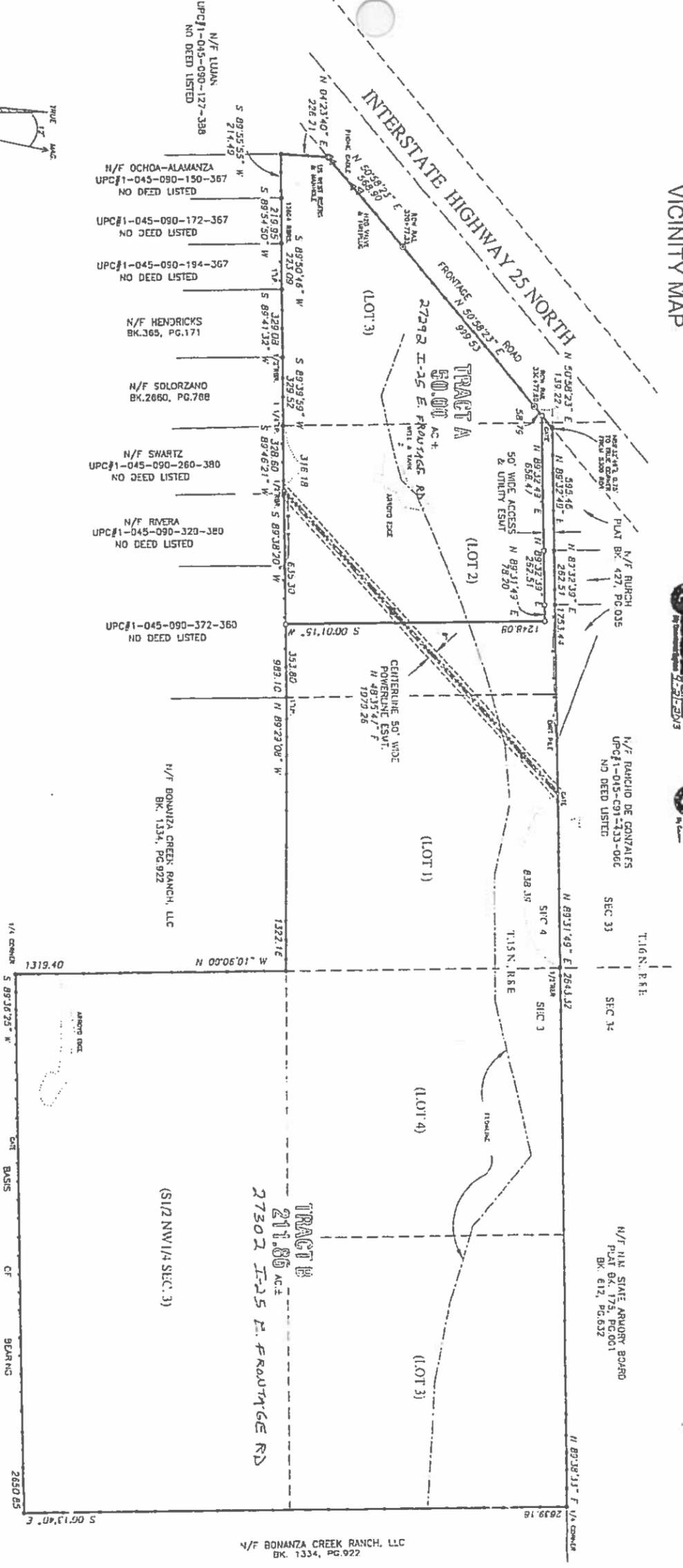
VICINITY MAP

**DEPOSITION AND AFFIDAVIT**  
 KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED TO BE WRITTEN THESE LANDS SHOWN HEREON THIS EASEMENT WHICH ARE THE EASEMENTS OF SAID OWNERS) AND COVENANTS ARE GRANTED EASEMENTS AS SHOWN AND FOR EXISTING UTILITIES OTHER EASEMENTS ARE GRANTED AS SHOWN THIS DIVISION CONTAINS 261.86 AC.± AND LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE COUNTY OF SANTA FE, NEW MEXICO.

*[Signature]*  
 LG REALTY HOLDINGS, LLC  
 STATE OF New Mexico  
 COUNTY OF Santa Fe  
 SUBSCRIBED BEFORE ME BY LG REALTY HOLDINGS, LLC  
 THIS 24th DAY OF September 2009  
 BY COMMISSION EXPRESSES *[Signature]* JOHAR PUBLIC  
 6/14/2013

**LEGEND AND NOTES**

- DENOTES POINT FOUND 5300 CAP OR AS NOTED
  - DENOTES POINT SET THIS SURVEY
  - DENOTES POINT CALCULATED
  - DENOTES ROW PAUL
  - DENOTES EDGE OF EASEMENT
  - DENOTES OVERHEAD LINES
  - DENOTES FENCE LINE
1. BASIS OF BEARING TAKEN FROM PLAT OF SURVEY FOR PALMOLING LAS COLINAS RANCH LA DENICA, SANTA FE COUNTY NEW MEXICO BY MORRIS A. APODACA R/S #3300 AND FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 205, PG. 016
  2. DATA IN PARENTSNESS IS FROM PLAT OF HOLE #1.
  3. THIS PLAT IS SUBJECT TO ALL EASEMENTS, COVENANTS, AND CONDITIONS OF RECORD



**SURVEYORS CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON JUNE 15TH, 2009, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE STANDARDS FOR PROFESSIONAL LAND SURVEYING PRACTICE IN NEW MEXICO.

RICHARD A. CHATROOP  
 N.M.P.L.S. #11011

NORTH  
 SCALE 1"=300'



N/F BONANZA CREEK RANCH, LLC  
 BK. 1334, PG. 922

INST#  
 15182101



COUNTY OF SANTA FE  
 STATE OF NEW MEXICO  
 I hereby certify that the instrument was filed for record on the 20th day of September 2009, and was duly recorded in Book 15182101 of the records of Santa Fe County.  
 Witness my Hand and Seal of Office  
 Santa Fe County  
 Deputy

**SANTA FE COUNTY APPROVAL, NOTES AND CONDITIONS:**

1. MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LAND OWNERS UNLESS CURRENTLY MAINTAINED BY THE SANTA FE CO PUBLIC WORKS DEPT
2. LANDS SHOWN HEREON ARE OUTSIDE OF THE 100 YEAR FLOOD PLAIN IN ZONE ACCORDING TO THE 1950-2000 FLOOD MAP & 2000 FLOOD MAP 6/17/09.
3. PURSUANT TO THE SANTA FE COUNTY LAND DEVELOPMENT CODE, THE SOIL WITHIN ON THIS PROPERTY IS DESIGNATED AS BEING MODERATE TO SEVERE HEADING UNSATURATED TO SATURATED TANKS POTENTIAL BEING SEVERE TO MODERATE. REPAIRMENT TO REMOVE WHITE SOILS ARE SUITABLE FOR CONVENTIONAL SEWER SYSTEM OR IF AN ALTERNATIVE SYSTEM IS REQUIRED.
4. SANTA FE COUNTY'S APPROVAL OF THIS SURVEY PLAT DOES NOT INCLUDE THE PROVISIONS OF THE PRIVATE EASEMENTS OR ROADS AS SHOWN ON THE CONSTRUCTION OF SAID PRIVATE EASEMENTS OR ROADS. IT IS REQUIRED THAT AN ADDITIONAL DEVELOPMENT PERMIT BE APPLIED FOR AND THEN APPROVED BY THE SANTA FE COUNTY LAND USE ADMINISTRATOR
5. EXISTING NATURAL DRAINAGEWAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY APPROXIMATE DEVELOPMENT SHALL NOT IMPEDE HISTORIC FLOW PATTERNS OR PATTERNS TO OR FROM THESE LOTS.
6. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE BUILDING PERMITS
7. THE PARCELS AS PLATTED HEREON ARE SUBJECT TO ARTICLE VII, SECTION 3 OF THE SANTA FE COUNTY ZONING MANAGEMENT REGULATIONS AT THE TIME OF ANY DEVELOPMENT.
8. THE LANDS HEREON ARE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE COUNTY OF SANTA FE.
9. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT
10. THESE TRACTS ARE SUBJECT TO THE REQUIREMENTS OF THE LAND AFFIDAVIT FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED AS INSTRUMENT NO. 15182101
11. NEW DRIVEWAY/ROAD ACCESS FROM I-25 FRONTAGE RD IS SUBJECT TO APPROVAL BY THE STATE OF NEW MEXICO HIGHWAY DEPARTMENT.
12. ALL LANDS SHOWN HEREON HAVE SLOPES OF LESS THAN 15% AND THERE ARE NO NATURAL DRAINAGEWAYS OTHER THAN THOSE SHOWN AS GRAVUADE EASEMENTS.

**SPECIAL BUILDING PERMIT CONDITIONS**  
 BUILDINGS ON THESE LOTS ARE SUBJECT TO THE URBAN WILDLAND INTERFACE CODE  
 DEVELOPMENT PERMITS FOR BUILDING CONSTRUCTION WILL NOT BE ISSUED UNTIL REQUIRED IMPROVEMENTS FOR ROADS, FIRE PROTECTION AND DRAINAGE ARE COMPLETED AS APPROVED BY STAFF.

LAND DIVISION OF  
 261.86 ACRES  
 FOR  
 LG REALTY HOLDINGS, LLC

PURPOSE: THIS PLAT CREATES TWO LOTS  
 LYING WITHIN SECTIONS 3 & 4, T19N, R8E,  
 NMPM, SANTA FE COUNTY,  
 NEW MEXICO.  
 NBD-44

**RICK CHATROOP**  
 PROFESSIONAL LAND SURVEYOR  
 NEW MEXICO REGISTRATION NO. 11011  
 (505) 470-0037 110 WAGON TRAIL RD. CERRILLOS, NM. 87010  
 OWNER: LG REALTY HOLDINGS, LLC



**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") made this 23<sup>RD</sup> day of July, 2014 is hereby entered into by and between:

**1. PARTIES**

LG REALTY HOLDINGS, LLC, a New Mexico limited liability company, whose address is at

786 N St Francis Dr, Santa Fe, NM 87501 ("Seller"), and

PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, whose address is at 2401 Aztec Road NE, MS Z140, Albuquerque, New Mexico 87107 ("Buyer").

Seller and Buyer may be collectively referred to as "Parties" and individually as a "Party."

**2. EFFECTIVE DATE**

2.1. The effective date of this Agreement shall be defined as the latter of the last signature execution date below ("Effective Date").

**3. AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

3.1. For and in consideration of the mutual promises contained herein, the Parties agree as follows:

- a. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property described below and any and all associated easements, rights, titles, interests, privileges, improvements and appurtenances, together with any and all mineral and water rights, and easements on adjoining lands of Seller hereinafter referred to in this Agreement (collectively, the "Property").
- b. This Agreement is contingent on the Parties fulfilling certain conditions precedent as hereinafter described.

**4. DESCRIPTION OF THE PROPERTY**

4.1. *Survey or Drawing.* See Exhibit A for survey or general drawing of the Property containing approximately 100 acres, more or less. If the survey or general drawing of the Property is not complete or is inaccurate, this Agreement will not be invalid and a final survey will be completed or corrected to meet the requirements of the title company which will issue the title policy.

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4.2. *Legal Description.* See Exhibit B for legal description of the Property. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company that will issue the title policy.

5. PURCHASE PRICE

5.1. The purchase price for the Property, which the Buyer agrees to pay to the Seller and which the Seller agrees to accept, shall be the amount of [REDACTED] per acre, with the acreage to be determined by final survey as described above. ("Purchase Price").

6. EARNEST MONEY

6.1. Upon mutual acceptance of this Agreement the Buyer shall deposit [REDACTED] ("Earnest Money") with a title company of Buyer's choosing, as hereinafter designated, to be held in escrow. Any Earnest Money shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement.

7. NON-REFUNDABLE FEE TO SELLER

7.1. Upon mutual acceptance of this Agreement, the Buyer shall pay to the Seller a non-refundable fee of [REDACTED]. The non-refundable fee is in consideration for the execution of this Agreement and is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable, and will be retained by Seller despite any other term or condition of this Agreement.

8. TITLE COMPANY

8.1. The title company that will handle the closing (as hereinafter defined) of this transaction will be:

Stewart Title Co.  
Attn: Debbie Henning, Escrow Officer  
6759 Academy NE  
Albuquerque, New Mexico 87109  
Telephone: (505) 828-1700

("Title Company").

**9. THE CLOSING**

9.1. "Closing" is defined as the date on which Seller is required to execute the final deed transferring title to the Buyer and Buyer makes available to Seller the balance of the Purchase Price (minus Earnest Money). Closing shall be held at the offices of Title Company as soon as practicable, but in no event later than seven (7) calendar days after Buyer notifies Seller that Buyer is prepared to Close.

**10. TITLE TO PROPERTY**

10.1. The Seller will agree to transfer title to the Property to Buyer at closing by special warranty deed subject only to (i) any restrictions, reservations, and easements of record that are acceptable to and approved in writing by Buyer and (ii) ad valorem real estate taxes for the year in which the sale closes which are not yet due and payable (the "General Warranty Deed").

Special

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**11. TITLE POLICY**

11.1. *Ordering Title Policy.* Within fifteen (15) calendar days from the Effective Date of this Agreement, Buyer will order and pay for a preliminary title insurance binder from Title Company evidencing that at closing Seller will be able to deliver an owner's title insurance policy insuring Buyer, as owner of the Property, for the full amount of the final Purchase Price, and showing that good and marketable fee simple title to the Property is vested in Seller, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer (the "Title Insurance Policy").

11.2. *Exceptions to Title Policy.* If there are any exceptions other than those referred to above, Buyer will have fifteen (15) calendar days from the receipt of the preliminary title insurance binder to so notify Seller. Seller will then have fifteen (15) calendar days from such notice in which to cure such title defects. If Seller is unable to cure during such time (i) Buyer may still proceed with closing without regard to such title defects, or (ii) Buyer may in its sole and absolute discretion allow Seller additional time to cure, or else (iii) Buyer reserves the right to unilaterally terminate this Agreement, in which event, the Earnest Money shall be returned to Buyer.

**12. OBLIGATIONS AT CLOSING**

12.1. *Seller Obligations at Closing.* At Closing, Seller shall deliver to Buyer:

- a. A final title insurance binder updated as of the date of Closing showing that the Property is free and clear of all encumbrances, mortgages,

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judgments, liens, tenancies, and restrictions other than such as may have been agreed to in writing by Buyer; and

- b. The Special Warranty Deed;
- c. The Title Insurance Policy;

12.2. *Buyer's Obligations at Closing.* At Closing, Buyer shall.

- a. Pay to Seller the balance of the Purchase Price (minus Earnest Money).

### 13. CONDITIONS PRECEDENT TO CLOSING

13.1. *Due Diligence - General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement conduct any and all due diligence it deems prudent or necessary to conduct in its sole and absolute discretion and may conduct any or all of the following activities: inspections, appraisals, studies, surveys, and testing, including but not limited to site inspections, title inspections, property appraisals, environmental studies, archeological studies, biological studies, soil studies, solar studies, land surveys, and geotechnical testing (collectively, "Due Diligence"). The Parties understand and agree that any Due Diligence conducted by Buyer or its Agents will be completed to the satisfaction of Buyer and that the results of any such Due Diligence must be acceptable to Buyer in its sole and absolute discretion.

13.2. *Acquisition of Government Approvals - General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement, attempt to secure any and all necessary regulatory, local, city, county, state, and federal governmental approvals, including but not limited to New Mexico Public Regulation Commission ("NMPRC") approvals, any applications or registrations for any permits, licenses, vacations, variances, ordinances, amendments, rezoning, re-plats, and orders (collectively, "Government Approvals"). The Parties understand and agree that any Government Approvals that may be required must be obtained to the satisfaction of Buyer in its sole and absolute discretion.

### 14. TERMINATION AND ADEQUACY OF EARNEST MONEY

14.1. In the event (i) Due Diligence discovers any defect in the Property or otherwise renders the Property unsuitable for Buyer's intended use as determined in Buyer's sole and absolute discretion, or (ii) Government Approvals are unobtainable as determined in Buyer's sole and absolute discretion, Buyer reserves the right to unilaterally terminate this Agreement upon notice to Seller, in which event, any Earnest Money released and paid to Seller to date shall be kept by Seller subject to the terms and conditions of this Agreement. Seller acknowledges that such Earnest Money is full and adequate consideration for

this Agreement and that receipt of any Earnest Money is Seller's sole remedy for any such termination by Buyer. In the event of unilateral termination of this Agreement by Buyer as described above, the Title Company shall provide Buyer with any Earnest Money that has not been previously released to Seller.

#### **15. RELEASE OF EARNEST MONEY TO SELLER**

- 15.1. *Release of Earnest Money – General.* Buyer shall authorize Title Company to release Earnest Money to Seller, subject to the terms and conditions of this Agreement and as follows:
- a. In the event Due Diligence or Governmental Approvals are not completed or obtained by Buyer within six (6) months of the Effective Date, Buyer shall order Title Company to release the first installment of one-third (1/3) of the Earnest Money to Seller, which shall be non-refundable.
  - b. In the event Due Diligence or Governmental Approvals are not completed or obtained by Buyer within nine (9) months of the Effective Date, Buyer shall order Title Company to release the second installment of one-third (1/3) of the Earnest Money to Seller, which shall be non-refundable.
  - c. In the event Due Diligence or Governmental Approvals are not completed or obtained by Buyer within twelve (12) months of the Effective Date, Buyer shall order Title Company to release the last and third installment of one-third (1/3) of the Earnest Money to Seller, which shall be non-refundable.

#### **16. EXPIRATION OF TERM AND EXTENSION OF AGREEMENT**

- 16.1. *Expiration of Term.* The Parties understand and agree that Buyer shall have one (1) year from the Effective Date to conclude its Due Diligence and obtain all necessary Government Approvals, upon which time either (i) Closing shall be scheduled to occur, or else (ii) this Agreement shall expire of its own accord unless otherwise agreed to in writing by the Parties.
- 16.2. *Extension of Agreement.* Buyer at its sole discretion may extend this Agreement for an additional one (1) year term anytime prior to the expiration of this Agreement by depositing additional Earnest Money equal to the Earnest Money previously deposited, which shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement.

#### **17. EASEMENTS ON ADJOINING LANDS OF SELLER**

- 17.1. *Easements on Adjoining Lands.* Seller agrees to grant easements on adjoining lands owned by Seller for any electric distribution lines and any access roads (as defined below) as may be required by Buyer. The Parties agree to cooperate with each other in the location of such easements. Approval of any easements on adjoining lands owned by Seller shall not be unreasonably withheld by Buyer or Seller. Consideration for any such easements are included in the Purchase Price.
- 17.2. *Easement Requirements – General.*
- a. The easement documents shall be in form and content acceptable to Buyer. (See Exhibit C).
  - b. The easements shall grant Buyer 24 hour, seven days per week, free and unfettered access to and from the Property, to and from any electric distribution lines, and to and from any access roads.
- 17.3. *Easements for Electric Distribution Lines.* Easements for electric distribution lines shall be no greater than 20-feet in width and shall extend to the nearest existing electric distribution line suitable for connection to the Project and the Property.
- 17.4. *Easements for Access Roads.* Easements for access roads shall be no greater than 50-feet in width and shall extend to the nearest arterial road or street if possible.
- 17.5. *Survey for Easements.* Easements for any electric distribution lines and access roads across adjoining lands of Seller shall be surveyed by Buyer as described earlier herein.

## 18. RIGHT OF ENTRY

- 18.1. *Right of Entry.* While this Agreement is in effect, Seller hereby grants and agrees to allow Buyer and its authorized agents, employees, contractors, subcontractors, successors, and assigns (collectively, "Agents") the right to immediate entry and free and unfettered access to and from the Property, adjoining lands, and onto the Property as reasonably required and at such reasonable times to conduct Due Diligence (the "Right of Entry").
- 18.2. *No Liens.* Buyer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Buyer's Due Diligence activities on the Property pursuant to the Right of Entry.
- 18.3. *Indemnification.* Buyer agrees to defend, indemnify and hold harmless Seller from any claims or damages caused by or arising from Buyer's Due

Diligence activities on the Property pursuant to the Right of Entry unless said claims or damages result from Seller's negligence or willful misconduct.

- 18.4. *Restoration of Property.* In the event Buyer does not enter into a purchase and sale agreement for the Property after conducting and completing its Due Diligence, Buyer will restore the Property to the physical condition it was in immediately prior to any Due Diligence activities conducted on the Property by Buyer or its Agents pursuant to the Right of Entry.
- 18.5. *Term of Right of Entry.* The duration of the Right of Entry shall last until all Due Diligence work is completed to the satisfaction of Buyer. However, in any event, the term shall not last longer than one (1) year from the Effective Date of this Agreement (as hereinafter defined), unless (i) otherwise agreed to in writing by the Parties, or (ii) this Agreement is extended as set forth in Section 16 of this Agreement.

#### 19. SELLER REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 19.1. *Seller Representation and Warranties.* Seller represents and warrants that as of date of execution of this Agreement and that at closing that:
- a. Seller has the legal right, power and authority to execute this Agreement and to sell the Property to Buyer.
  - b. Seller has and will transfer to Buyer good and marketable fee simple record title to the Property, free from of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer.
  - c. There are no mortgages, provisional registrations, improvements, easements, servitudes, liens, leases, unpaid taxes or any other charges or encumbrances on the Property. There are no defects which may prevent Buyer from acquiring title to the Property.
  - d. There are no civil or administrative or other legal actions and disputes against or involving the Property, including but not limited to any contemplated or pending condemnations or confiscations of any part of the Property.
  - e. Seller has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Property, or caused any pollutant, contaminant, industrial waste, or hazardous material to be left, buried, or disposed of on or in the Property. Seller does not have any knowledge of the existence of such waste or material on the Property.

- f. There are no legal restrictions, which would prevent, hinder, or delay Buyer from obtaining the Government Approvals necessary for using the Property for a solar farm.
- g. Except for the restrictions caused by presently known and identified zoning classifications identified in local, city, and county zoning ordinances, there are no other environmental, zoning or land restrictions which may prevent Buyer from using the Property for a solar farm.
- h. The physical description and condition of the Property shall satisfy each of the terms, conditions, descriptions, and representations provided herein. The delivery of possession of the Property shall further satisfy the terms and conditions set forth herein.
- i. The Property is vacant and not subject to any leases or month-to-month tenancies.
- j. Seller is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") income tax withholding.

19.2. *Seller Covenants.* In addition to Seller's other covenants and obligations contained in this Agreement, Seller agrees as follows:

- a. *Deliveries by Seller.* Seller shall deliver or otherwise make available to Buyer within five (5) calendar days of the Effective Date of this Agreement a copy of all deeds, easement documents, plats, surveys, drawings, photographs, title reports, contracts, zoning information, and environmental reports or assessments that Seller has in its possession.
- b. *Prohibition of Disposition of the Property.* After the Parties execute this Agreement, the Seller shall not, without the prior written consent of Buyer, subdivide any portion of the Property, or do anything that may hinder the full exercise of ownership rights, such as transferring, leasing, or mortgaging the Property to a third party. Seller shall not encumber the Property in any manner and shall maintain the full value of the Property.
- c. *Letter of Agency.* Seller hereby agrees to execute a letter of agency in form and content acceptable to Buyer to allow Buyer to pursue, on behalf of Seller, any and all necessary Government Approvals pertaining to Buyer's intended use of the Property. (See Exhibit D).
- d. *FIRPTA Affidavit.* Seller hereby agrees to execute a FIRPTA affidavit. (See Exhibit E)

- e. *Affidavit for Title Company.* Seller hereby agrees to allow the Title Company to remove delete-able standard printed exceptions.
- f. *Notice of Actions.* Seller covenants that it shall provide Buyer with notice of any threat, institution or pendency of any action, suit or proceeding against or affecting any part of the Property, or relating to or arising out of the ownership of any part of the Property as of the Effective Date of this Agreement and through to closing.
- g. *Seller Cooperation.* Seller agrees to cooperate with Buyer's efforts to secure any and all Government Approvals, and shall execute any and all necessary documents as required in furtherance thereof.
- h. *Seller Disclosure.* Seller will be responsible for disclosing to Buyer all applicable property-specific fees, assessments, taxes, contracts, lease agreements, private memberships and/or association fees or dues, contract service agreements (e.g. road maintenance, etc.), and any encumbrance, restriction, defect in title, or environmental condition of the Property that Seller has knowledge of, that may or may not be of record, which would interfere with Buyer's intended use of the Property.
- i. *Confidentiality.* Seller and Seller's agent(s) agree to keep Buyer's name and the terms of this Agreement and any other agreement pertaining to the purchase and sale of the Property between Buyer and Seller confidential and not to disclose or divulge such information to third party without Buyer's prior written consent unless (i) such information is or becomes public knowledge as a result of Buyer's actions or (ii) as required by law.

## 20. ENVIRONMENTAL PROVISION

- 20.1. *Environmental Provision – General.* Seller represents and warrants to the best of Seller's knowledge that the Property is free of hazardous substances as of the Effective Date of this Agreement, and to the best of Seller's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Parties agree that each will be responsible for compliance with any and all environmental laws, including any rules, regulations, guidelines, standards, or policies (collectively, "Environmental Laws") of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property during the term of this Agreement.
- 20.2. *Environmental Indemnity.* The Parties agree to hold harmless and defend the other from, and to assume all duties, responsibilities and liabilities at the sole

cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration of this Agreement.

## 21. FURTHER DOCUMENTATION

21.1. The Parties shall, in good faith and in a timely manner, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement and to further the development of Buyer's intended use of the Property.

## 22. SOLAR RIGHTS

22.1. The Parties understand and acknowledge that Buyer shall be making application for solar rights pursuant to 47-3-1 through 47-3-5 NMSA (2007) once the Seller has sold the Property to Buyer.

## 23. COSTS, FEES, PRORATIONS & APPORTIONMENT

23.1. *Costs – General.* Unless otherwise specified in this Agreement, each Party shall be responsible for their own costs associated with this transaction.

23.2. *Ad Valorem Taxes.* All ad valorem taxes shall be prorated through closing.

23.3. *Special Assessments.* All special assessments will be paid by Seller.

23.4. *Broker or Agent Costs.* If any Party has employed the services of a real estate broker or agent in connection with the Property, the Party retaining or employing such broker or agent shall pay any and all such broker or agent fees or expenses outside closing. Seller shall indemnify and hold Buyer harmless from and against any and all claims for broker's or agent's commissions made by any other party claiming through Seller.

23.5. *Buyer Costs.* Buyer will be responsible for paying for all costs associated with any Due Diligence initiated by Buyer. However, Buyer shall not be obligated to pay for any costs associated to cure any environmental, land, or title

defects that may be uncovered by Buyer's Due Diligence unless otherwise specifically agreed to in writing by the Parties.

23.6. *Seller Costs.* Seller will satisfy in full any and all encumbrances, mortgages, judgments or liens on the Property that are of record or otherwise known to Seller on or prior to closing unless otherwise specifically agreed to in writing by the Parties.

#### 24. FAILURE TO CLOSE

24.1. If Seller wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and if Buyer has fully performed or tendered performance of all the obligations of Buyer as provided in this Agreement, then Buyer either may specifically enforce performance of this Agreement or, on demand by Buyer, the Earnest Money Deposit will be paid to Buyer by the Title Company and Seller will upon demand, reimburse Buyer for all out-of-pocket costs incurred by Buyer with respect to this transaction including, but not limited to, reasonable fees and costs of attorneys, Environmental Reports, inspections and testing. If Buyer wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and Seller has fully performed or tendered performance of all the obligations of Seller as provided in this Agreement, then the Earnest Money Deposit will be forfeited as liquidated damages and will be paid to Seller by the Title Company as the only remedy of Seller, and Seller and Buyer will have no further rights obligations, or liabilities to each other as provided in this Agreement.

#### 25. ASSIGNMENT

25.1. Buyer may transfer, assign or convey any interest under this Agreement without obtaining the prior written consent of Seller.

#### 26. INDEMNIFICATION

26.1. *Seller's Indemnity.* If this transaction is closed, Seller will indemnify, defend and hold Buyer harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Seller and the agents or employees of Seller, of any nature whether accrued, absolute contingent, or otherwise arising out of the ownership of the Property by Seller before Closing, except for the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or nonfulfillment of any agreement on the part of Seller as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Seller to Buyer as provided in this Agreement.

- c. All liabilities, obligations, claims demands, losses, damages, interest, actions, suits, proceedings assessments, judgments, costs and expenses, including reasonable actual fees of lawyers ("Indemnity Losses") incurred or suffered by Seller, incident to any of the above matters or the establishment by Buyer of the right of Buyer to indemnity from Seller.
- 26.2. *Reimbursement of Buyer.* Seller will reimburse Buyer, on demand, for any payment made at any time by Buyer with respect to any Indemnity Losses to which the above indemnity by Seller relates.
- 26.3. *Buyer's Indemnity.* If this transaction is closed, Buyer will indemnify, defend and hold Seller harmless, to the extent allowable by law, against:
- a. All liabilities and obligations of Buyer and the agents or employees of Buyer, of any nature, whether accrued, absolute, contingent or otherwise arising out of (i) the ownership of the Property by Buyer after Closing, or (ii) the failure of Buyer to pay or perform the Assumed Obligations after Closing.
  - b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or nonfulfillment of any agreement on the part of Buyer as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Buyer to Seller as provided in this Agreement.
  - c. All Indemnity Losses incurred or suffered by Buyer, incident to any of the above matters or the establishment by Seller of the right of Seller to indemnity from Buyer.
- 26.4. *Reimbursement of Seller.* Buyer will reimburse Seller, on demand, for any payment made at any time by Seller with respect to any Indemnity Losses to which the above indemnity by Buyer relates.

## **27. EXCLUSIVE AGREEMENT**

- 27.1. This Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Agreement, the Seller, its agent, affiliate, employee, contractor, or representative, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Agreement is in effect.

## **28. BINDING EFFECT**

- 28.1. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective heirs, personal representatives, successors and

assigns.

**29. NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

29.1. All statements contained in this Agreement or in any affidavit or other instrument delivered by or on behalf of Seller as provided in this Agreement, or with respect to this transaction, will be deemed representations and warranties made by Seller. All statements, representations, warranties and agreements made by Seller or Buyer, as the case may be, in this Agreement, or as provided in this Agreement, will survive Closing.

**30. WAIVER; REMEDIES**

30.1. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Seller or Buyer will be considered a waiver of any other default as provided in this Agreement. No exercise or failure to exercise any right or power of Seller or Buyer as provided in this Agreement will be considered to exhaust that right or power. Except as specifically provided in this Agreement, the exercise of or failure to exercise any one of the rights or remedies of Buyer or Seller as provided in this Agreement will not be deemed to be instead of or a waiver of any other right or remedy as provided in this Agreement or available at law or in equity

**31. ENTIRE AGREEMENT**

31.1. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, representations, statements and negotiations between the Parties. This Agreement may be modified only in writing and signed by both the Parties.

**32. RECORDATION OF AGREEMENT**

32.1. The Parties understand and acknowledge that Buyer shall have the right to record this Agreement or a redacted version thereof with the office of the County Clerk in the jurisdiction in which the Property is located. Buyer shall record a release of this Agreement upon its termination of this Agreement or upon purchase of the Property.

**33. GOVERNING LAW**

33.1. This Agreement shall be governed by the laws of the State of New Mexico.

**34. WARRANTY OF AUTHORITY**

34.1. By signing this Agreement, the following signatories represent and warrant that they have full and complete authority to enter into this Agreement and any other agreement(s) or document(s) associated with this Agreement.

**35. COUNTERPARTS**

35.1. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement.

**36. NOTICES**

36.1. All notices or other communications required or permitted by this Agreement shall be in writing and either, (i) personally delivered, (ii) delivered by reputable overnight courier, (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or (iv) sent by facsimile with written confirmation back. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the delivery date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile shall be deemed given on the first business day following the facsimile confirmation date. Notice of change of address shall be given immediately and by written notice in the manner detailed in this Section.

If to Seller: LG Realty Holdings LLC  
Attn: John Markova  
786 N St Francis Dr  
Santa Fe NM 87501

If to Buyer: Public Service Company of New Mexico  
Land Services Department  
2401 Aztec Road NE MS Z140  
Albuquerque, NM 87107  
Telephone: (505) 241-4434  
Facsimile: (505) 241-2376

With copy to: Select Properties, Inc.  
Attn: John Tekin  
3900 Eubank Blvd. NE, Suite 3C

NBD-ES  
DS  
JM

Albuquerque, NM 87111  
Telephone: (505) 681-6483  
Facsimile: (505) 962-2222

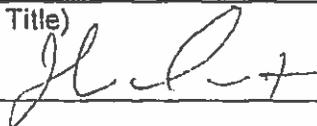
AGREED.

SELLER:

LG Realty Holdings, L.L.C. a New Mexico limited liability company

By: <sup>DocuSigned by:</sup> John Montoya <sup>7/2/2014</sup>  
<sub>SCF597A7EBD047A...</sub> B JOHN MONTAYA  
(Print Name)

Its: MANAGING PARTNER  
(Print Title)

Signature:  Date: 7/3/14

BUYER:

Public Service Company of New Mexico, a New Mexico corporation

By: E. Wheeler Evelin Wheeler  
(Print Name)

Its: Exec Dir Gen Dev.  
(Print Title)

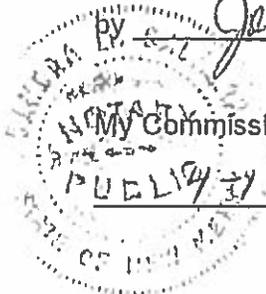
Signature:  Date: 7/23/14

ACKNOWLEDGEMENT FOR SELLER

STATE OF New Mexico )  
COUNTY OF Santa Fe ) ss

This instrument was acknowledged before me this 3<sup>rd</sup> day of July, 2014,

John Montoya



My Commission Expires:

07-27-2015

Sandra M Salazar  
Notary Public

ACKNOWLEDGEMENT FOR BUYER

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss

This instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2014,

by Evelin Wheeler

My Commission Expires:

September 14, 2014

Patricia A. Soles  
Notary Public

**Exhibit A**

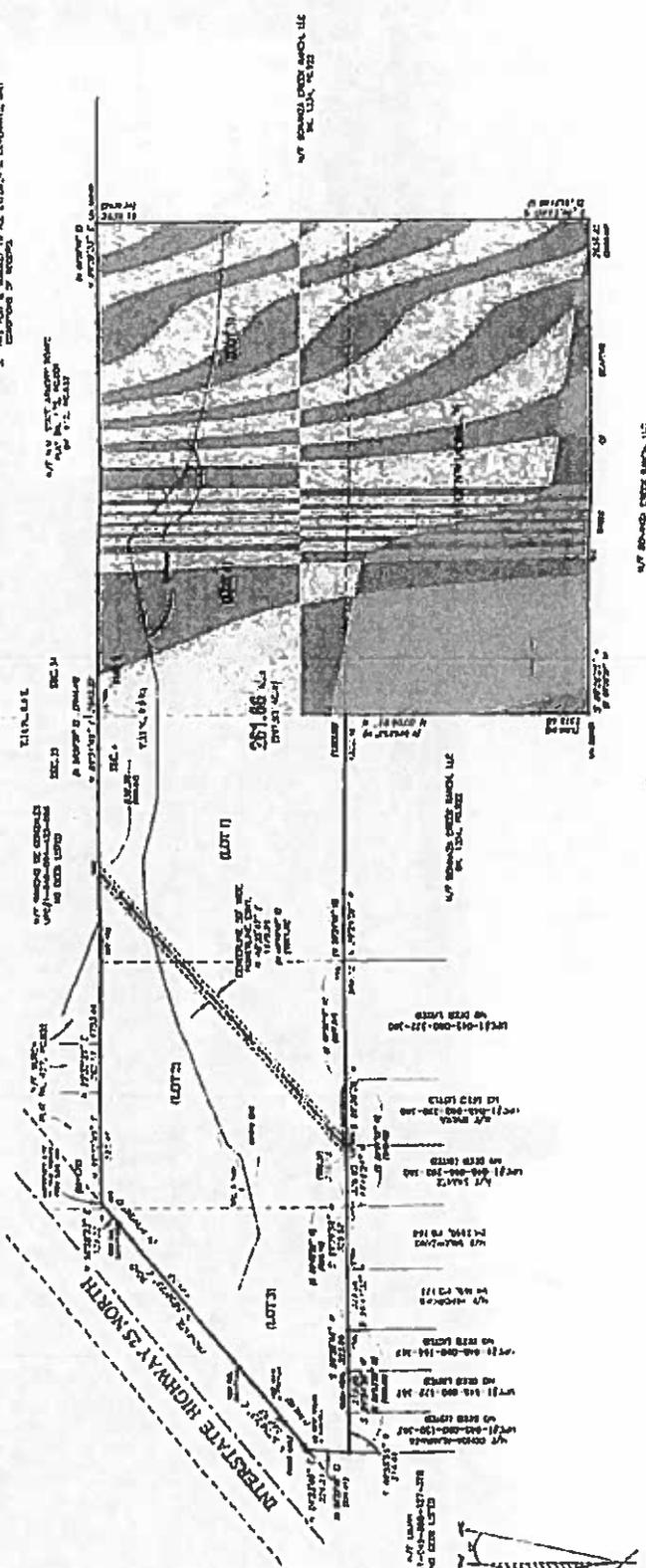
201911

**SANTA FE COUNTY PUBLIC NOTICE**

THE SANTA FE COUNTY LAND USE ADMINISTRATOR HAS NOT REVIEWED THIS PLAT OF SURVEY BEFORE ITS FILING IN THE OFFICE OF THE COUNTY CLERK. THIS PLAT IS NOT BEING FILED FOR THE PURPOSE OF CREATING A SUBDIVISION OR RESUBDIVISION OF LAND. THE COUNTY CLERK'S FILING OF THIS PLAT DOES NOT CONSTITUTE AN ENDORSEMENT OR ALTERING THE JURISDICTION OF THE SANTA FE COUNTY LAND DEVELOPMENT CODE. EXTERNAL REGULATORY AGENCIES OR EXTRANEOUS SUBDIVISION REGULATIONS. THIS STATEMENT DOES NOT IN ANY WAY REPRESENT OFFICIAL COUNTY APPROVAL OF THIS PLAT.

**LEGEND AND NOTES**

- 1. BOUNDARY MARKS FROM THIS SURVEY FOR LOTS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



NORTH  
SCALE 1"=300'

**SURVEYORS CERTIFICATE**

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey and plat as shown to me by the surveyor, and that I am a duly qualified and sworn surveyor in the State of New Mexico.

*[Signature]*  
DATE: 11/11/11

DS JM



**RICK CHATROOP**  
PROFESSIONAL LAND SURVEYOR  
NO. 11011  
114 W. 1ST ST. SUITE 100  
ALBUQUERQUE, NM 87102

BOUNDARY SURVEY OF  
261.86 ACRES  
T39  
LG REALTY HOLDINGS, LLC  
114 W. 1ST ST. SUITE 100  
ALBUQUERQUE, NM 87102

**RICK CHATROOP**  
PROFESSIONAL LAND SURVEYOR  
NO. 11011  
114 W. 1ST ST. SUITE 100  
ALBUQUERQUE, NM 87102



EXHIBIT  
=

**PUBLIC NOTICE**  
 Notice is hereby given that an application has been filed with Santa Fe County for **MATCH PLAY ZONING** in the **UNIVERSITY AND ENVIRONMENTAL DEVELOPMENT PLAN** TO **FOLLOW A 10 MEGAWATT ELECTRIC POWER FACILITY ON A 100 ACRE SITE**

Name of Applicant: **PUBLIC SERVICE BT M M**  
 Address of Applicant: **THREE THOUSAND VINCENT**  
 Local Description: **SECTION 2, TOWNSHIP 126 NORTH**  
 Range: **56 WEST**  
 Township: **126 NORTH**  
 County: **SANTA FE COUNTY**

**PUBLIC HEARING** will be held at the Old Santa Fe Courthouse, Santa Fe, New Mexico on **February 20, 2015 5:00 PM** before the **BOARD OF COUNTY COMMISSIONERS**.  
 Any person who desires to be heard at the public hearing should contact the **BOARD** at **315-880-4225** or **315-880-4225** for more information.

NBSD-62

# SANTA FE NEW MEXICAN

LEGAL # 97939

CDRC CASE #  
Z/PDP/FDP 14-5380  
PNM Santa Fe County  
Solar Energy Center  
Project

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held to consider a request by Public Service Company of New Mexico for Master Plan Zoning, Preliminary and Final Development Plan approval to allow a 10 megawatt electric Solar Facility on a 100 acre site. The property is located south of the National Guard site and takes access via the East I-25 Frontage Road, within Sections 3 & 4, Township 15 North, Range 8 East, (Commission District 5).

A public hearing will be held in the County Commission Chambers of the Santa Fe County Courthouse, corner of Grant and Palace Avenues, Santa Fe, New Mexico on the 10th day of February, 2015, at 5 p.m. on a petition to the Board of County Commissioners.

Please forward all comments and questions to the County Land Use Administration Office at 986-6225.

All interested parties will be heard at the Public Hearing prior to the Commission taking action.

All comments, questions and objections to the proposal may be submitted to the County Land Use Administrator in writing to P.O. Box 276, Santa Fe, New Mexico 87504-0276; or presented in person at the hearing.

Please forward affidavit of publication to the County Land Use Administrator, P.O. Box 276, Santa Fe, New Mexico 87504-0276.

Published in The Santa Fe New Mexican on January 20, 2015

Ad Proof / Order Confirmation / Invoice

Account Number

2300

Ad Order Number

0000105869

PNM REGULATORY POLICY DEPT

Santa Fe Solar

7014 1200 0001 1221 6617

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Returns Mail Daily, No Inquiries, Coverage Provided)

Postage and Fees

Postage	\$ 1.00	Postnet	
Certified Fee	\$ 2.80	Postnet Fee	
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Registered Delivery Fee (Additional Fee Required)			
Total Postage & Fees	\$ 3.80		

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35 C Corral Blanco Rd  
Santa Fe, NM 87507 SF

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Certified Fee	\$ 2.80	Postnet Fee	
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Sent To: Henry Gonzalez  
27328 E Frontage Rd 1-25  
Santa Fe, NM 87507 SF

7014 1200 0001 1221 6662

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Return Receipt Fee (Additional Fee Required)			
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79 Entrada la Cienega  
Santa Fe, NM 87507 SF

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Return Receipt Fee (Additional Fee Required)			
Registered Delivery Fee (Additional Fee Required)			
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47 Avenida Hermosa  
Santa Fe, NM 87507 SF

7014 1200 0001 1221 6648

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Return Receipt Fee (Additional Fee Required)			
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Sent To: Barney Koster  
547 Corral Blanco Rd  
Santa Fe, NM 87507 SF

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Registered Delivery Fee (Additional Fee Required)			
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Sent To: LG Realty Holdings LLC  
PO Box 309  
Santa Fe, NM 87507 SF

NBD-64

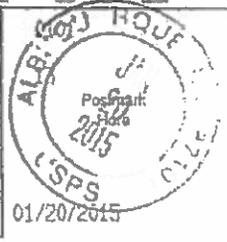
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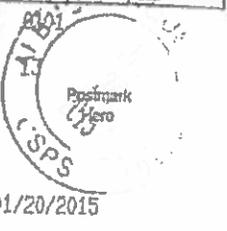
Sent to New Mexico State Army Board  
 Street, Apt. No., or PO Box No. 715 Alta Vista  
 City, State, ZIP+4 Santa Fe NM 87501 SF

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Sent to Rexce Montoya  
 Street, Apt. No., or PO Box No. 3-A Pablo Dr  
 City, State, ZIP+4 Santa Fe NM 87508 SF

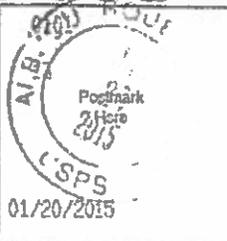
4825 4860 0000 4947 5284

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<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$6.49</b>



Sent to Brandi Panch  
 Street, Apt. No., or PO Box No. 17320 Goshawk Rd W  
 City, State, ZIP+4 Colorado Springs, CO 80908 SF

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Sent to Bonzana Creek Ranch  
 Street, Apt. No., or PO Box No. 2321 Condellaria NW  
 City, State, ZIP+4 Flow, NM 87107 SF

NBD-65





