

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 01/28/15
ITEM FROM FINANCE COMMITTEE MEETING OF 01/20/15**

ISSUE:

10. Request for Approval of Lease Agreement – Aerial Rights Containing Approximately 81 Square Feet for Proposed Use of Upper Deck for Outdoor Seating and Food and Drink Services Area Over a Portion of the Public Sidewalk Adjoining the Southerly Boundary of 60 E. San Francisco Street Ltd. Co. d/b/a Santa Fe Arcade. (Edward Vigil)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested concept approval of lease agreement for aerial rights containing approximately 81 square feet for proposed use of upper deck for outdoor seating and food and drink services area over a portion of the public sidewalk adjoining the southerly boundary of 60 E. San Francisco Street Ltd. Co. d/b/a Santa Fe Arcade in the amount of \$26,822 for rent and lease rate of \$120.00 per square foot at a lease yield of 10% resulting in a lease rate of \$12.00 per square foot annually.

FUNDING SOURCE: 21117.460150

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JANUARY 12, 2015**

ITEM 10

REQUEST FOR CONCEPT APPROVAL OF LEASE AGREEMENT OF AERIAL RIGHTS CONTAINING APPROXIMATELY 81 SQUARE FEET FOR PROPOSED USE OF UPPER DECK FOR OUTDOOR SEATING AND FOOD AND DRINK SERVICE AREA OVER A PORTION OF THE PUBLIC SIDEWALK ADJOINING THE SOUTHERLY BOUNDARY OF 60 E. SAN FRANCISCO ST. BY 60 E. SAN FRANCISCO STREET LTD. CO. DBA SANTA FE ARCADE (**EDWARD VIGIL**)

PUBLIC WORKS COMMITTEE ACTION: APPROVED

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

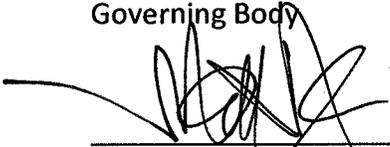
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	EXCUSED		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: February 2, 2015

TO: Governing Body

VIA: 
Matthew S. O'Reilly, P.E.
Asset Development Director

FROM: Edward J. Vigil, Property Manager
Asset Development Office

ITEM

Request for Final Approval of a Lease Agreement for aerial rights containing 87.5 square feet for an outdoor seating and food and drink service area over and above a portion of the public sidewalk adjoining the southerly boundary of 60 E. San Francisco Street by 60 E. San Francisco Street Ltd. Co. dba Santa Fe Arcade (Edward Vigil).

BACKGROUND

The subject parcel is a portion of the East Water Street right-of-way. The City of Santa Fe acquired ownership of the area by means of a patent from the United States of America recorded in Deed Book G-1, page 612, records of Santa Fe County.

Joaquin Sanchez, President of Southwest Asset Management Inc. has requested to enter into a lease for air rights to provide food and beverage service on a proposed deck structure over a portion of the sidewalk within the East Water Street right-of-way.

The proposed deck structure was approved by the Historic Districts Review Board (HDRB) on August 27, 2013 as Case No. H-13-012. A separate Licensing Agreement will be required as part of this lease request to ensure that the City remain insured and the encroachment documented regardless of whether the leased uses are terminated in the future. The Governing Body recently approved a similar lease at the northern boundary of 60 E. San Francisco Street (Item #14-1198).

RECOMMENDATIONS

The Asset Development office has reviewed the applicant's request and has included recommended conditions in Paragraph 2 of the lease. The exact square footage of the proposed lease area has been determined to be 87.5 square feet.

Memorandum to the Governing Body

February 2, 2015

Page 2

The lease rate is based on a property value of \$120 per square foot at a lease yield of 10% resulting in a lease rate of \$12 per square foot annually. The rent will total a minimum of \$26,822 over the lease term at the minimum escalation rate.

Staff of all relevant city departments, including the City Attorney's Office, have reviewed this request and have stated no objections to the City entering into a lease for use of the air rights and no conditions other than those described above.

This Lease Agreement was conceptually approved by the Public Works, C.I.P., and Land Use Committee on January 12, 2015 and the Finance Committee on January 20, 2015.

REQUESTED ACTION

Please approve the attached Lease Agreement.

- Exhibits:
- A – Draft Lease Agreement;
 - B – Request by Joaquin Sanchez on behalf of Southwest Asset Management Inc.;
 - C – Patent to the City of Santa Fe recorded in Book G-1, pg. 612;
 - D – HDRB Action letter;
 - E – Proposed plan of improvements;

BUSINESS UNIT/LINE ITEM:

21117.460150

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND 60 EAST SAN FRANCISCO LIMITED CO.**

This LEASE AGREEMENT (the "Lease Agreement") is made and entered into this _____ day of _____, 2015, by and between the City of Santa Fe, a Municipal Corporation ("Lessor") and 60 East San Francisco Limited Co., a New Mexico limited liability company, d/b/a Santa Fe Arcade ("Lessee"), acting by and through Southwest Asset Management, Inc., a New Mexico corporation.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on and make use of the property of the Lessor as follows:

1. PREMISES

Subject to the terms and conditions of this Lease Agreement, the Lessor allows the Lessee to use and occupy, subject to all of the terms and conditions hereinafter stated, that portion of the air rights over City real property along the southerly boundary of 60 East San Francisco Street, Santa Fe, NM (the "Property"). The leased property ("Premises") consists of approximately 87.5 square feet of air rights over the Property as more fully described and shown on Exhibit "A" attached hereto and made a part hereof. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

2. USE OF PREMISES

Lessor agrees to allow the Lessee to use the Premises for the purpose of a restaurant food and beverage service area. No other commercial uses of the Premises are allowed, including but not limited to, the sale or display of merchandise or the installation of advertising signage. Outdoor lighting, properly permitted and installed in conformance with the City's building code and land development code, may be installed within the Premises at the Lessee's expense. Use of the premises shall at all times be in compliance with the City's municipal code.

3. LEASE TERM

The initial term of this Lease Agreement shall be five (5) years with three (3) optional additional terms of five (5) years each for a total term of twenty (20) years, contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least sixty (60) days prior to the expiration of the initial term or any additional term(s). In the event Lessee shall remain in possession of the Premises after the expiration of the initial or additional term(s) of this Lease, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the rental fee shall be prorated and payable on a monthly basis in advance of the first day of each month, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. RENT

Rent shall be paid as follows:

A. Base Rent during Initial Term. Lessee shall pay one thousand and fifty dollars (\$1050.00) as annual rent, due each year in full on the anniversary of this Lease Agreement without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM. Base rent during the initial term shall be subject to annual increases in accordance with Section 4.C below.

B. Base Rent during any Optional Additional Term(s). The base rent for any optional additional term(s) of this Lease Agreement shall be negotiated by the Lessor and the Lessee prior to the commencement of any such optional additional term(s). In no case shall the base rent for any optional additional term(s) be less than the rent during the last year of the previous term plus two and one-half percent (2.5%). Base rent during any optional additional term(s) shall be subject to annual increases in accordance with Section 4.C below.

C. Increases in Rent. At the commencement of the second year and every subsequent year of the initial term or any optional additional term(s) of this Lease Agreement, the rent shall be increased by an amount calculated by multiplying the previous year's rent by the greater of:

- (i) two and one-half percent (2.5%), or
- (ii) the percentage change over the most recent 12 months in the Consumer Price Index seasonally adjusted U.S. City Average for All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI-U").

5. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

- A. the breach;
- B. the action required to cure the breach;
- C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
- D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

6. NON-ASSIGNMENT SUBLEASE

Lessee shall not assign, sublease or otherwise transfer this Lease Agreement, without the written consent of the Lessor, save and except for the assignment rights and duties of Lessee stated in Section 19 below with regard to its lender. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

7. LIABILITY INSURANCE

Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Torts Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from the Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as additional insured on such policy of insurance. Prior to this Lease Agreement taking effect and thereafter throughout the term of this Lease Agreement, Lessee

shall provide Lessor with certificates of insurance evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified without 30 days prior written notice to the Lessor for any reason. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

8. INDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payment of all attorney’s fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee’s use of the premises hereunder, as well as that of any of Lessee’s employees, agents, representatives, guests or invitees.

9. REPAIR AND MAINTENANCE

Lessee shall not cause or permit any waste, damage or injury to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good condition, reasonable wear and tear excepted, and shall be responsible for payment of all necessary expenses of repairs and replacements that arise during Lessee’s use of the Premises.

10. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvements to the Premises for the uses described in Article 2 herein without the prior written consent of the Lessor. Any alterations, additions or improvements made by Lessee after such consent has been given, and any fixtures installed as part thereof, shall become the property of the Lessor upon termination of this Lease Agreement, unless Lessee elects to remove them and restore the Premises to the condition existing prior to the installation of such fixtures, provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures at Lessee’s sole expense, upon termination of this Lease Agreement.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises.

12. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:

City Manager
City of Santa Fe
P.O. Box 909, 200 Lincoln Ave.
Santa Fe, NM 87504-0909

To Lessee:

60 East San Francisco Limited Co.
Southwest Asset Management, Inc.
112 W. San Francisco St., Suite 312
Santa Fe, NM 87501

13. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

14. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

15. ENTIRE LEASE AGREEMENT

The foregoing constitutes the entire Lease Agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior Lease Agreements and understandings between the parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the parties.

16. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. LITIGATION EXPENSE

In the event of litigation between the parties, the Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which the Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises by Lessee, or Lessee's agents, employees or permitted assigns.

18. RECORDING

This Lease Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Lease Agreement and any other associated costs.

19. MORTGAGEE PROVISIONS

To the extent of any inconsistency between this Section 19 and any other provision of this Lease Agreement, the terms and conditions of this Section 19 shall prevail.

Lessor acknowledges and agrees that Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"), intends to make a loan (the "Loan") to Lessee in the principal amount of approximately \$13,000,000.00 which Loan will be secured by, among other documents, (a) a Deed of Trust, Security Lease Agreement, Assignment of Leases and Fixture Filing (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") encumbering the Premises and the Property, and (b) an Assignment of Leases and Rents (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Assignment of Rents"), pursuant to which Lessee will grant to Lender a collateral interest in this Lease Agreement as security for Lessee's obligations in connection with the Loan. Lessor hereby consents to such collateral assignment.

For so long as the Loan, or any portion thereof, remains outstanding, Lessor hereby agrees as follows:

A. none of the execution and delivery of the Security Instrument, any modification thereof or assignment of the beneficial interests thereunder, or any exercise of Lender's rights and remedies thereunder will be a default under this Lease Agreement.

B. Lessor will simultaneously send copies to Lender of all notices hereafter given by it to Lessee relating to this Lease Agreement, and no notice of default or termination will be effective unless and until such notice is given to Lender. Such notices will be sent to Lender at the following addresses (or such other address as Lender may designate by written notice to Lessor from time to time):

Cantor Commercial Real Estate Lending, L.P.
110 East 59th Street, 6th Floor
New York, NY 10022
Attn: Legal Department

with an additional copy to:

Wells Fargo Bank, National Association
Commercial Mortgage Servicing
MAC-D1100-090
201 South College Street, 9th Floor
Charlotte, NC 28244
Attn: Scott Rossbach

C. Lender may (without obligation to do so) cure any default by Lessee under this Lease Agreement as follows:

(i) Lender may cure any default under this Lease Agreement within thirty (30) days after the later of the expiration of any applicable cure period under this Lease Agreement and the date Lender received written notice of such default as provided herein, and

(ii) if any non-monetary default cannot reasonably be cured within the time period set forth in clause (i), then such non-monetary default will be considered timely cured if Lender commences reasonably appropriate curative action within the time period set forth in clause (i) and diligently prosecutes same to completion thereafter, provided, however, that if any such non-monetary default cannot reasonably be cured by Lender without Lender obtaining possession of the Property, such cure period set forth in clause (i) shall not commence until after Lender obtains possession of the Property, as long as all rent payments are made within the cure period set forth in clause (i) and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured within the cure period set forth in clauses (i) and (ii), and provided further that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter. This Lease Agreement may not be terminated as a result of a default unless and until Lender receives written notice thereof and is afforded an opportunity to cure as provided herein.

D. If Lender or any other party succeeds to the interest of Lessee under this Lease Agreement as a result of foreclosure proceedings, the granting of a deed (or assignment) in lieu of foreclosure, or through any other means, Lender or any such other party (the "Successor Lessee"), and

any transferee of Lender or such other party, shall become a substituted lessee under this Lease Agreement without necessity of any consent of, approval by Lessor. The Successor Lessee shall be deemed to have agreed to perform all of the Lessee's obligations hereunder only from and after the date of such acquisition and only for so long as such purchaser is the owner of the Property. The Successor Lessee shall, upon any conveyance of the Property, be relieved of all obligations under this Lease Agreement.

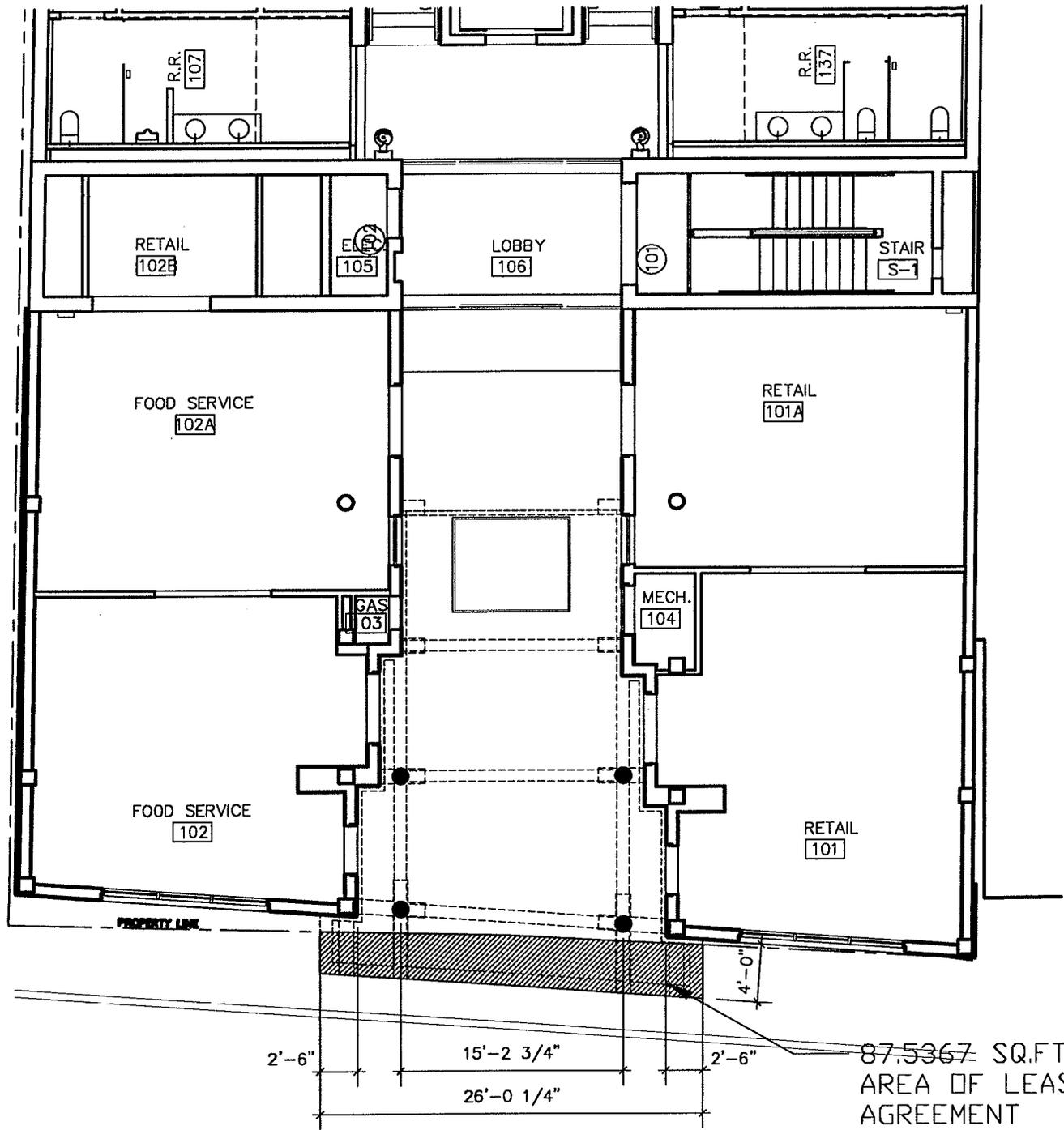
E. If (i) any default by Lessee under this Lease Agreement is of such a nature that it reasonably cannot be cured by Lender, (ii) this Lease Agreement is terminated for any reason prior to the expiration of the term thereof, as the same may be renewed or extended, or (iii) this Lease Agreement is rejected in connection with any bankruptcy or similar proceeding, then Lessor will enter into a new, direct lease of the Premises (any such new, direct lease, a "Replacement Lease") with any Successor Lessee, Lender or any other party designated by Lender, excluding the Lessee, for the remainder of the term of this Lease Agreement which was theretofore terminated (and such new lessee having the benefit of any extension or renewal rights that were granted to the lessee under this Lease Agreement) at the same rent and having the same other provisions as this Lease Agreement. The right to enter into a Replacement Lease hereunder will not be conditioned upon curing any default under this Lease Agreement. The lessee under any Replacement Lease will not be required to assume any obligations of the lessee under this Lease Agreement to the extent such obligations arose or accrued prior to the date of the Replacement Lease; provided however, that nothing herein shall relieve the lessee under a Replacement Lease from complying with the terms of such Replacement Lease from and after the date thereof. Lessor will look solely to the interest of the lessee under the Replacement Lease Agreement in the Property in the event of the breach or default by such lessee under the terms of a Replacement Lease Agreement.

F. This Lease Agreement shall not be modified or amended without Lender's prior written consent, and no Successor Lessee shall be bound by any amendment or modification made in violation hereof.

G. Lessor shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, lease, sublease, grant options with respect to, or otherwise transfer, dispose of or allow any lien to be placed upon any interest of Lessor in this Lease Agreement or the Premises unless the transferee of such interest of Lessor simultaneously assumes Lessor's interest in this Lease and agrees to be bound thereby. Lessor shall not mortgage, encumber, or allow any lien to be placed upon any interest of Lessor in the Premises or this Lease Agreement unless the holder of any such mortgage, encumbrance or lien shall have agreed that such mortgage, encumbrance or lien is junior and subordinate to this Lease and the rights of Lessee and Lender hereunder.

Each of Lessor and Lessee hereby represents and warrants for the benefit of Lender that: (i) this Lease Agreement is in full force and effect and constitutes the entire Lease Agreement between the Lessor and Lessee with respect to the subject matter hereof; (ii) there is no existing default under this Lease Agreement or events or circumstances which, with notice or the passage of time or both, would constitute a default under this Lease Agreement; and (iii) there is no defense, offset, claim or counterclaim by or in favor of either Lessee or Lessor under this Lease Agreement.

Lessor understands that Lender would not be willing to make the Loan but for the provisions of this Section 19. So long as any portion of the Loan remains outstanding, Lender shall be an intended third party beneficiary of this Lease Agreement with respect to this Section 19 and shall be entitled to enforce the provisions of this Section 19.



1 WATER ST. LEVEL—FLOOR PLAN
 3/32"=1'-0"



SANTA FE ARCADE—WATER ST. DECK
 60 EAST SAN FRANCISCO STREET/
 113 EAST WATER STREET
 SANTA FE, NEW MEXICO

CITY OF SANTA FE
 AREA OF LEASE AGREEMENT

Duty&Germanas Architects *Exhibit "A"* DATE 1/6/2015

PG1
 of 2

VIGIL, EDWARD J.

From: Joaquin <Joaquin@swassetmanagement.com>
Sent: Monday, December 29, 2014 3:53 PM
To: VIGIL, EDWARD J.
Cc: OREILLY, MATTHEW S.
Subject: Santa Fe Arcade Water Street Portal Air Rights Lease Proposal
Attachments: SF-ARCADE-DECK-SF-CITY.pdf

Dear Mr. Romero,

On behalf of the property owner 60 East San Francisco Limited Co. I am requesting approval to proceed with negotiating and executing an Air Rights Lease for a proposed portal deck over the Water Street sidewalk at the Santa Fe Arcade. This lease will cover proposed improvements that have been previously approved by the Historical Board and that we are in the process of completing drawings for to submit for a building permit.

I have attached a floor area rendering from our architect of the proposed portal with the square footage calculated for the lease premises. The wording I am hopefully assuming will be similar to the recent Air Rights lease that was executed on the Plaza side since we still have the same lender. Please advise on how we would calculate the lease rate. I will have Sierra Land Surveys create an actual legal survey to be used as an exhibit to the Air Right lease.

Thank you for your consideration. Please feel free to call or e mail me if you need any additional information or have questions.

Sincerely

Joaquin J. Sanchez
President
Southwest Asset Management, Inc.
112 W. San Francisco Street, Suite 312
Santa Fe, NM 87501
505-988-5792 Office
505-982-6123 Fax
joaquin@swassetmanagement.com

The United States of America

PATENT

DATED: February 16, 1901

FILED: March 8, 1901

at 10:00 o'clock A.M.

RECORDED: in Book G-1 Deeds

at Page 612

T O

City of Santa Fe, New Mexico

CONSIDERATION: Act of Congress

DESCRIPTION

WHEREAS, it is provided in the Act of Congress approved on the ninth day of April, one thousand nine hundred, entitled "An Act to Settle the titles to real estate in the City of Santa Fe, New Mexico", that the United States of America hereby releases and quitclaims unto the City of Santa Fe, New Mexico, and its successors, all right, claim or interest which the United States may have in or to any and all of the lands embraced within the present survey of the Santa Fe Grant as the same appears on file in the General Land Office in Washington and in the office of the Surveyor General for the District of New Mexico, and approved by H. M. Atkinson, Surveyor General, and the Commissioner of the General Land Office, being a tract containing four square Spanish leagues, having for the center thereof the Soldiers Monument in the center of the plaza of said city and extending one Spanish league therefrom to each of the cardinal points of the compass, and patent from the United States shall issue therefor, this said grant and quitclaim to the City of Santa Fe being to it as a municipal corporation for all parks, streets, alleys, vacant unoccupied lands, or other public places now existing within said limits, and to the said City in trust for the benefit of all persons claiming title to their individual holdings of real estate within such limits, by actual possession or under color of title for the period of ten years prior to the passage of this Act; PROVIDED, That there is expressly reserved from this grant and quitclaim all lands and buildings now occupied or claimed by the United States for its Federal Building, National Cemetery, the Fort Marcy Reservation, and Indian Schools; and also reserving therefrom any private land grants that may have been or may hereafter be confirmed by the Court of Private Land Claims or other authority of the United States.

SEC. 2: That it is hereby made the duty of the mayor and clerk of said city and their successors in office to execute proper deeds of quitclaim to the persons entitled thereto under this Act for their respective holdings of real estate upon such claimants applying therefore and presenting proper deeds for the signatures of such officers, without any expense to the said applicants, and such deeds when executed shall be taken in all courts and places as a relinquishment of any claim or title to the lands therein described on the part of the United States.

SIGNED BY:

By the President, William McKinley

By: F. M. McKean, Secretary

C. H. Brush, Recorder of the

General Land Office

(Seal)



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

Project description: Proposes to build a second-story dining deck and expand a third-story patio on this non-contributing commercial building.

Project Number: 13-130012

Case number: H-13-012

Project Type: HDRB

PROJECT LOCATION (S): 60 E. San Francisco and 113 E. Waters

PROJECT NAMES:

OW – 60 East Corp
Santa Fe, NM 87501

60 E. San Francisco/113 E. Water Street

AP – O. Michael Duty
Santa Fe, NM 87505

404 Kiva Court – Ste. G
505-989-8882

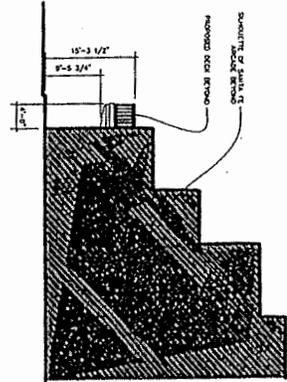
BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) at their hearing on August 27, 2013, the decision of the Board was to approve the application with the condition that the width of the second-story deck extend no farther than 2'5" from the outer edge of the entry void. For further information please call 955-6605.

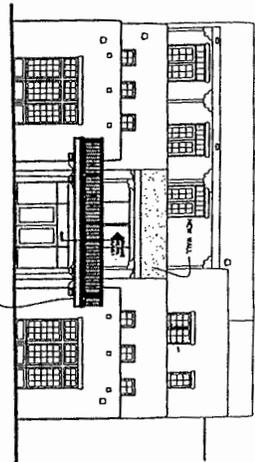
Sincerely,


John Murphey
Senior Planner, Preservation Division

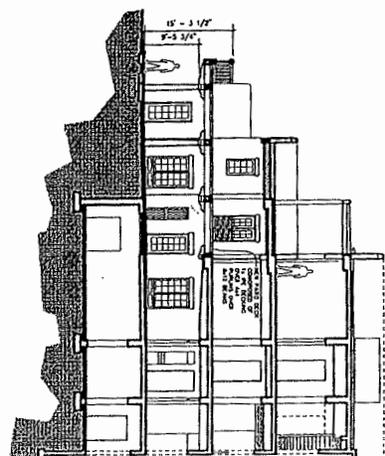
NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerks office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. Please attach copies of this letter to all sets when submitting for construction permit.



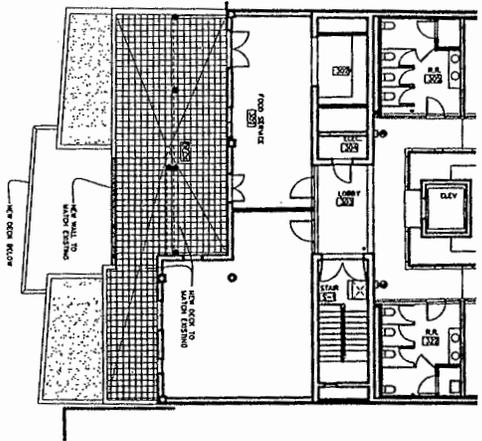
6 PORTAL ELEVATION - EAST VIEW
SCALE: 1/8" = 1'-0"



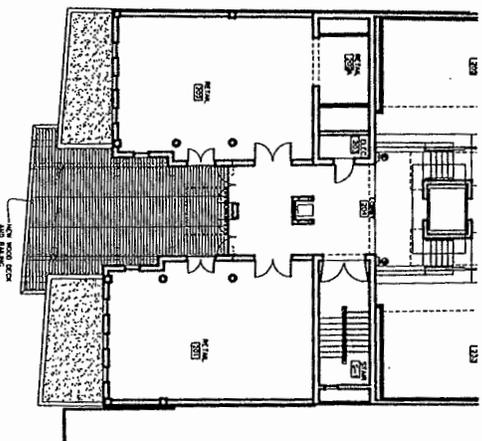
4 PROPOSED WATER STREET ELEVATION
SCALE: 1/8" = 1'-0"



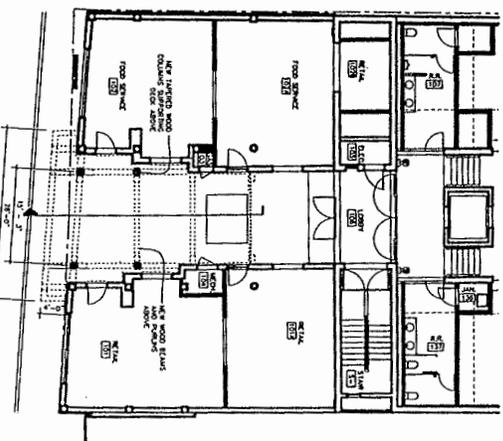
2 BUILDING SECTION - REMOVABLE DECK
SCALE: 1/8" = 1'-0"



5 THIRD LEVEL FLOOR/ROOF PLAN
SCALE: 1/8" = 1'-0"



3 SECOND LEVEL FLOOR/ROOF PLAN
SCALE: 1/8" = 1'-0"



1 WATER STREET LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

SANTA FE ARCADE
PROPOSED WATER STREET PORTAL and DECK

60 EAST SAN FRANCISCO STREET / 113 EAST WATER STREET
SANTA FE, NEW MEXICO

DATE: 06-11-13
DRAWN BY: CAL
CHECKED BY: AHD

PROJECT: SANTA FE ARCADE
NO. 113 EAST WATER STREET
SANTA FE, NEW MEXICO
TEL: (505) 424-8882
WWW.DUTYANDGERMAN.COM

DUTY & GERMAN ARCHITECTS

SCALE: 1/8" = 1'-0"

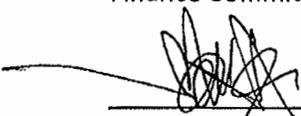
A2.1

City of Santa Fe, New Mexico

memo

DATE: January 6, 2015

TO: Public Works, C.I.P., and Land Use Committee
Finance Committee

VIA: 
Matthew S. O'Reilly, P.E.
Asset Development Director

FROM: Edward J. Vigil, Property Manager 
Asset Development Office

ITEM

Request for concept approval of a Lease Agreement for aerial rights containing approximately 81 square feet for proposed use of upper deck for outdoor seating and food and drink service area over a portion of the public sidewalk adjoining the southerly boundary of 60 E. San Francisco Street by 60 E. San Francisco Street Ltd. Co. dba Santa Fe Arcade (Edward Vigil).

BACKGROUND

The subject parcel is a portion of the East Water Street right-of-way. The City of Santa Fe acquired ownership of the area by means of a patent from the United States of America recorded in Deed Book G-1, page 612, records of Santa Fe County.

Joaquin Sanchez, President of Southwest Asset Management Inc. has requested to enter into a lease for air rights to provide food and beverage service on a proposed deck structure over a portion of the sidewalk within the East Water Street right-of-way.

The proposed deck structure was approved by the Historic Districts Review Board (HDRB) on August 27, 2013 as Case No. H-13-012. A separate Licensing Agreement will be required as part of this lease request to ensure that the City remain insured and the encroachment documented regardless of whether the leased uses are terminated in the future. The Governing Body recently approved a similar lease at the northern boundary of 60 E. San Francisco Street (Item #14-1198).

RECOMMENDATIONS

The Asset Development office has reviewed the applicant's request and has included recommended conditions in Paragraph 2 of the lease. Since the advertisement of this item, the exact square footage of the proposed lease area has been determined to be 87.5 square feet.

Memorandum to Public Works Committee & Finance Committee

January 6, 2015

Page 2

The lease rate is based on a property value of \$120 per square foot at a lease yield of 10% resulting in a lease rate of \$12 per square foot annually. The rent will total a minimum of \$26,822 over the lease term at the minimum escalation rate.

Staff of all relevant city departments, including the City Attorney's Office, have reviewed this request and have stated no objections to the City entering into a lease for use of the air rights and no conditions other than those described above.

This Lease Agreement will be brought to the Governing Body for final consideration pending conceptual approval of the Public Works, C.I.P., and Land Use Committee and the Finance Committee.

REQUESTED ACTION

Please conceptually approve the attached Lease Agreement.

Exhibits: A – Draft Lease Agreement;
 B – Request by Joaquin Sanchez on behalf of Southwest Asset Management Inc.;
 C – Patent to the City of Santa Fe recorded in Book G-1, pg. 612;
 D – HDRB Action letter;
 E – Proposed plan of improvements;

BUSINESS UNIT/LINE ITEM:

21117.460150

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND 60 EAST SAN FRANCISCO LIMITED CO.**

This LEASE AGREEMENT (the "Lease Agreement") is made and entered into this _____ day of _____, 2015, by and between the City of Santa Fe, a Municipal Corporation ("Lessor") and 60 East San Francisco Limited Co., a New Mexico limited liability company, d/b/a Santa Fe Arcade ("Lessee"), acting by and through Southwest Asset Management, Inc., a New Mexico corporation.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on and make use of the property of the Lessor as follows:

1. PREMISES

Subject to the terms and conditions of this Lease Agreement, the Lessor allows the Lessee to use and occupy, subject to all of the terms and conditions hereinafter stated, that portion of the air rights over City real property along the southerly boundary of 60 East San Francisco Street, Santa Fe, NM (the "Property"). The leased property ("Premises") consists of approximately 87.5 square feet of air rights over the Property as more fully described and shown on Exhibit "A" attached hereto and made a part hereof. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

2. USE OF PREMISES

Lessor agrees to allow the Lessee to use the Premises for the purpose of a restaurant food and beverage service area. No other commercial uses of the Premises are allowed, including but not limited to, the sale or display of merchandise or the installation of advertising signage. Outdoor lighting, properly permitted and installed in conformance with the City's building code and land development code, may be installed within the Premises at the Lessee's expense. Use of the premises shall at all times be in compliance with the City's municipal code.

3. LEASE TERM

The initial term of this Lease Agreement shall be five (5) years with three (3) optional additional terms of five (5) years each for a total term of twenty (20) years, contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least sixty (60) days prior to the expiration of the initial term or any additional term(s). In the event Lessee shall remain in possession of the Premises after the expiration of the initial or additional term(s) of this Lease, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the rental fee shall be prorated and payable on a monthly basis in advance of the first day of each month, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. RENT

Rent shall be paid as follows:

A. Base Rent during Initial Term. Lessee shall pay one thousand and fifty dollars (\$1050.00) as annual rent, due each year in full on the anniversary of this Lease Agreement without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM. Base rent during the initial term shall be subject to annual increases in accordance with Section 4.C below.

B. Base Rent during any Optional Additional Term(s). The base rent for any optional additional term(s) of this Lease Agreement shall be negotiated by the Lessor and the Lessee prior to the commencement of any such optional additional term(s). In no case shall the base rent for any optional additional term(s) be less than the rent during the last year of the previous term plus two and one-half percent (2.5%). Base rent during any optional additional term(s) shall be subject to annual increases in accordance with Section 4.C below.

C. Increases in Rent. At the commencement of the second year and every subsequent year of the initial term or any optional additional term(s) of this Lease Agreement, the rent shall be increased by an amount calculated by multiplying the previous year's rent by the greater of:

- (i) two and one-half percent (2.5%), or
- (ii) the percentage change over the most recent 12 months in the Consumer Price Index seasonally adjusted U.S. City Average for All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics (the "CPI-U").

5. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

- A. the breach;
- B. the action required to cure the breach;
- C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
- D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

6. NON-ASSIGNMENT SUBLEASE

Lessee shall not assign, sublease or otherwise transfer this Lease Agreement, without the written consent of the Lessor, save and except for the assignment rights and duties of Lessee stated in Section 19 below with regard to its lender. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

7. LIABILITY INSURANCE

Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Torts Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from the Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as additional insured on such policy of insurance. Prior to this Lease Agreement taking effect and thereafter throughout the term of this Lease Agreement, Lessee

shall provide Lessor with certificates of insurance evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified without 30 days prior written notice to the Lessor for any reason. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

8. INDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the premises hereunder, as well as that of any of Lessee's employees, agents, representatives, guests or invitees.

9. REPAIR AND MAINTENANCE

Lessee shall not cause or permit any waste, damage or injury to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good condition, reasonable wear and tear excepted, and shall be responsible for payment of all necessary expenses of repairs and replacements that arise during Lessee's use of the Premises.

10. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvements to the Premises for the uses described in Article 2 herein without the prior written consent of the Lessor. Any alterations, additions or improvements made by Lessee after such consent has been given, and any fixtures installed as part thereof, shall become the property of the Lessor upon termination of this Lease Agreement, unless Lessee elects to remove them and restore the Premises to the condition existing prior to the installation of such fixtures, provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures at Lessee's sole expense, upon termination of this Lease Agreement.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises.

12. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:

City Manager
City of Santa Fe
P.O. Box 909, 200 Lincoln Ave.
Santa Fe, NM 87504-0909

To Lessee:

60 East San Francisco Limited Co.
Southwest Asset Management, Inc.
112 W. San Francisco St., Suite 312
Santa Fe, NM 87501

13. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

14. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

15. ENTIRE LEASE AGREEMENT

The foregoing constitutes the entire Lease Agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior Lease Agreements and understandings between the parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the parties.

16. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. LITIGATION EXPENSE

In the event of litigation between the parties, the Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which the Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises by Lessee, or Lessee's agents, employees or permitted assigns.

18. RECORDING

This Lease Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Lease Agreement and any other associated costs.

19. MORTGAGEE PROVISIONS

To the extent of any inconsistency between this Section 19 and any other provision of this Lease Agreement, the terms and conditions of this Section 19 shall prevail.

Lessor acknowledges and agrees that Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender"), intends to make a loan (the "Loan") to Lessee in the principal amount of approximately \$13,000,000.00 which Loan will be secured by, among other documents, (a) a Deed of Trust, Security Lease Agreement, Assignment of Leases and Fixture Filing (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") encumbering the Premises and the Property, and (b) an Assignment of Leases and Rents (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Assignment of Rents"), pursuant to which Lessee will grant to Lender a collateral interest in this Lease Agreement as security for Lessee's obligations in connection with the Loan. Lessor hereby consents to such collateral assignment.

For so long as the Loan, or any portion thereof, remains outstanding, Lessor hereby agrees as follows:

A. none of the execution and delivery of the Security Instrument, any modification thereof or assignment of the beneficial interests thereunder, or any exercise of Lender's rights and remedies thereunder will be a default under this Lease Agreement.

B. Lessor will simultaneously send copies to Lender of all notices hereafter given by it to Lessee relating to this Lease Agreement, and no notice of default or termination will be effective unless and until such notice is given to Lender. Such notices will be sent to Lender at the following addresses (or such other address as Lender may designate by written notice to Lessor from time to time):

Cantor Commercial Real Estate Lending, L.P.
110 East 59th Street, 6th Floor
New York, NY 10022
Attn: Legal Department

with an additional copy to:

Wells Fargo Bank, National Association
Commercial Mortgage Servicing
MAC-D1100-090
201 South College Street, 9th Floor
Charlotte, NC 28244
Attn: Scott Rossbach

C. Lender may (without obligation to do so) cure any default by Lessee under this Lease Agreement as follows:

(i) Lender may cure any default under this Lease Agreement within thirty (30) days after the later of the expiration of any applicable cure period under this Lease Agreement and the date Lender received written notice of such default as provided herein, and

(ii) if any non-monetary default cannot reasonably be cured within the time period set forth in clause (i), then such non-monetary default will be considered timely cured if Lender commences reasonably appropriate curative action within the time period set forth in clause (i) and diligently prosecutes same to completion thereafter, provided, however, that if any such non-monetary default cannot reasonably be cured by Lender without Lender obtaining possession of the Property, such cure period set forth in clause (i) shall not commence until after Lender obtains possession of the Property, as long as all rent payments are made within the cure period set forth in clause (i) and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured within the cure period set forth in clauses (i) and (ii), and provided further that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter. This Lease Agreement may not be terminated as a result of a default unless and until Lender receives written notice thereof and is afforded an opportunity to cure as provided herein.

D. If Lender or any other party succeeds to the interest of Lessee under this Lease Agreement as a result of foreclosure proceedings, the granting of a deed (or assignment) in lieu of foreclosure, or through any other means, Lender or any such other party (the "Successor Lessee"), and

any transferee of Lender or such other party, shall become a substituted lessee under this Lease Agreement without necessity of any consent of, approval by Lessor. The Successor Lessee shall be deemed to have agreed to perform all of the Lessee's obligations hereunder only from and after the date of such acquisition and only for so long as such purchaser is the owner of the Property. The Successor Lessee shall, upon any conveyance of the Property, be relieved of all obligations under this Lease Agreement.

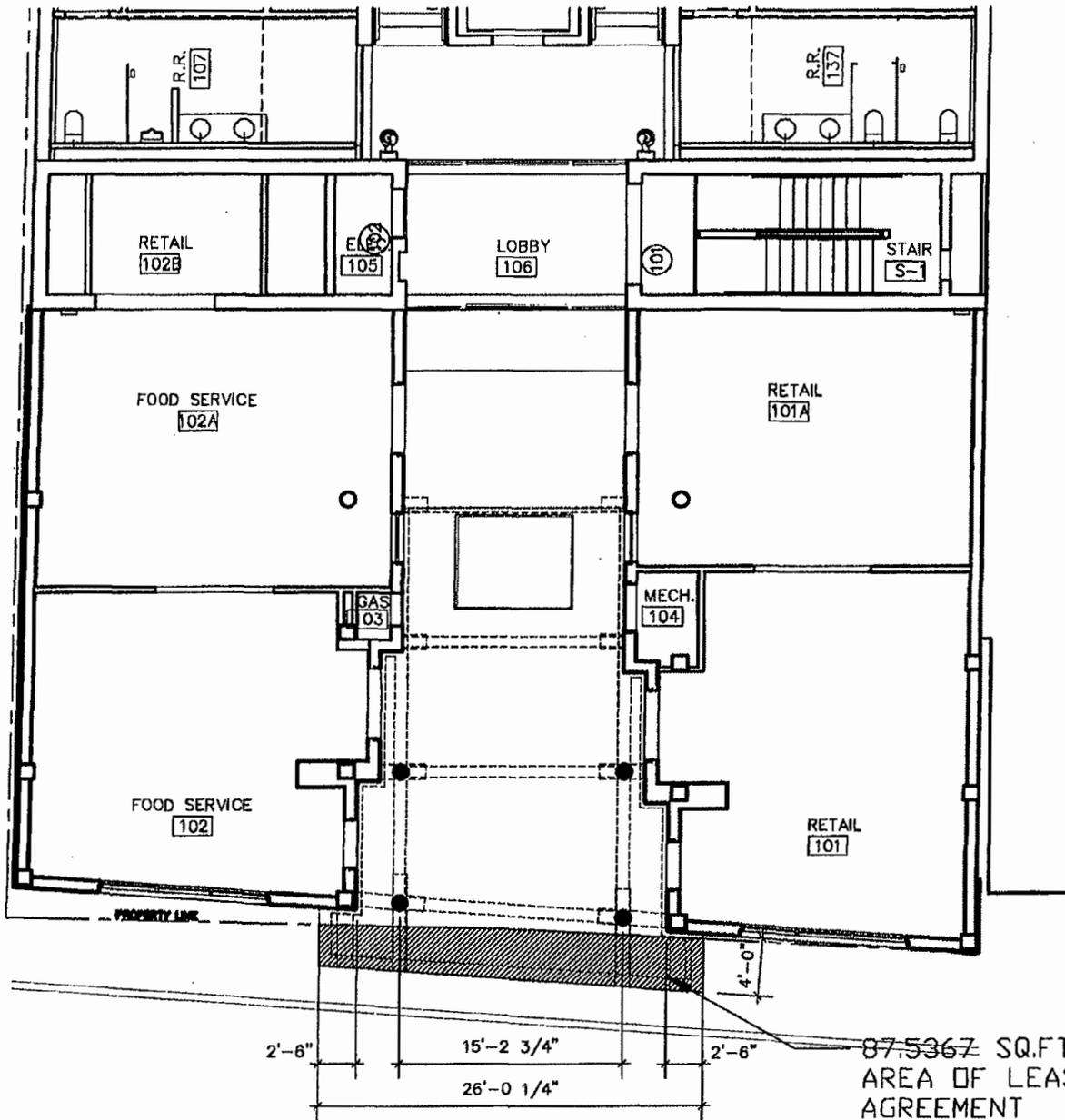
E. If (i) any default by Lessee under this Lease Agreement is of such a nature that it reasonably cannot be cured by Lender, (ii) this Lease Agreement is terminated for any reason prior to the expiration of the term thereof, as the same may be renewed or extended, or (iii) this Lease Agreement is rejected in connection with any bankruptcy or similar proceeding, then Lessor will enter into a new, direct lease of the Premises (any such new, direct lease, a "Replacement Lease") with any Successor Lessee, Lender or any other party designated by Lender, excluding the Lessee, for the remainder of the term of this Lease Agreement which was theretofore terminated (and such new lessee having the benefit of any extension or renewal rights that were granted to the lessee under this Lease Agreement) at the same rent and having the same other provisions as this Lease Agreement. The right to enter into a Replacement Lease hereunder will not be conditioned upon curing any default under this Lease Agreement. The lessee under any Replacement Lease will not be required to assume any obligations of the lessee under this Lease Agreement to the extent such obligations arose or accrued prior to the date of the Replacement Lease; provided however, that nothing herein shall relieve the lessee under a Replacement Lease from complying with the terms of such Replacement Lease from and after the date thereof. Lessor will look solely to the interest of the lessee under the Replacement Lease Agreement in the Property in the event of the breach or default by such lessee under the terms of a Replacement Lease Agreement.

F. This Lease Agreement shall not be modified or amended without Lender's prior written consent, and no Successor Lessee shall be bound by any amendment or modification made in violation hereof.

G. Lessor shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, lease, sublease, grant options with respect to, or otherwise transfer, dispose of or allow any lien to be placed upon any interest of Lessor in this Lease Agreement or the Premises unless the transferee of such interest of Lessor simultaneously assumes Lessor's interest in this Lease and agrees to be bound thereby. Lessor shall not mortgage, encumber, or allow any lien to be placed upon any interest of Lessor in the Premises or this Lease Agreement unless the holder of any such mortgage, encumbrance or lien shall have agreed that such mortgage, encumbrance or lien is junior and subordinate to this Lease and the rights of Lessee and Lender hereunder.

Each of Lessor and Lessee hereby represents and warrants for the benefit of Lender that: (i) this Lease Agreement is in full force and effect and constitutes the entire Lease Agreement between the Lessor and Lessee with respect to the subject matter hereof; (ii) there is no existing default under this Lease Agreement or events or circumstances which, with notice or the passage of time or both, would constitute a default under this Lease Agreement; and (iii) there is no defense, offset, claim or counterclaim by or in favor of either Lessee or Lessor under this Lease Agreement.

Lessor understands that Lender would not be willing to make the Loan but for the provisions of this Section 19. So long as any portion of the Loan remains outstanding, Lender shall be an intended third party beneficiary of this Lease Agreement with respect to this Section 19 and shall be entitled to enforce the provisions of this Section 19.



1

WATER ST. LEVEL—FLOOR PLAN

3/32"=1'-0"



SANTA FE ARCADE—WATER ST. DECK
60 EAST SAN FRANCISCO STREET /
113 EAST WATER STREET
 SANTA FE, NEW MEXICO

CITY OF SANTA FE
 AREA OF LEASE AGREEMENT

Duty&Germanas Architects *Exhibit "A"* DATE 1/8/2015

PG1
 of 2

VIGIL, EDWARD J.

From: Joaquin <Joaquin@swassetmanagement.com>
Sent: Monday, December 29, 2014 3:53 PM
To: VIGIL, EDWARD J.
Cc: OREILLY, MATTHEW S.
Subject: Santa Fe Arcade Water Street Portal Air Rights Lease Proposal
Attachments: SF-ARCADE-DECK-SF-CITY.pdf

Dear Mr. Romero,

On behalf of the property owner 60 East San Francisco Limited Co. I am requesting approval to proceed with negotiating and executing an Air Rights Lease for a proposed portal deck over the Water Street sidewalk at the Santa Fe Arcade. This lease will cover proposed improvements that have been previously approve by the Historical Board and that we are in the process of completing drawings for to submit for a building permit.

I have attached a floor area rendering from our architect of the proposed portal with the square footage calculated for the lease premises. The wording I am hopefully assuming will be similar to the recent Air Rights lease that was executed on the Plaza side since we still have the same lender. Please advise on how we would calculate the lease rate. I will have Sierra Land Surveys create an actual legal survey to be used as an exhibit to the Air Right lease.

Thank you for your consideration. Please feel free to call or e mail me if you need any additional information or have questions.

Sincerely

Joaquin J. Sanchez
President
Southwest Asset Management, Inc.
112 W. San Francisco Street, Suite 312
Santa Fe, NM 87501
505-988-5792 Office
505-982-6123 Fax
joaquin@swassetmanagement.com

The United States of America

PATENT

DATED: February 16, 1901

FILED: March 8, 1901
at 10:00 o'clock A.M.

T O

RECORDED: in Book G-1 Deeds
at Page 612

City of Santa Fe, New Mexico

CONSIDERATION: Act of Congress

DESCRIPTION

WHEREAS, it is provided in the Act of Congress approved on the ninth day of April, one thousand nine hundred, entitled "An Act to Settle the titles to real estate in the City of Santa Fe, New Mexico", that the United States of America hereby releases and quitclaims unto the City of Santa Fe, New Mexico, and its successors, all right, claim or interest which the United States may have in or to any and all of the lands embraced within the present survey of the Santa Fe Grant as the same appears on file in the General Land Office in Washington and in the office of the Surveyor General for the District of New Mexico, and approved by H. M. Atkinson, Surveyor General, and the Commissioner of the General Land Office, being a tract containing four square Spanish leagues, having for the center thereof the Soldiers Monument in the center of the plaza of said city and extending one Spanish league therefrom to each of the cardinal points of the compass, and patent from the United States shall issue therefor, this said grant and quitclaim to the City of Santa Fe being to it as a municipal corporation for all parks, streets, alleys, vacant unoccupied lands, or other public places now existing within said limits, and to the said City in trust for the benefit of all persons claiming title to their individual holdings of real estate within such limits, by actual possession or under color of title for the period of ten years prior to the passage of this Act; PROVIDED, That there is expressly reserved from this grant and quitclaim all lands and buildings now occupied or claimed by the United States for its Federal Building, National Cemetery, the Fort Marcy Reservation, and Indian Schools; and also reserving therefrom any private land grants that may have been or may hereafter be confirmed by the Court of Private Land Claims or other authority of the United States.

SEC. 2: That it is hereby made the duty of the mayor and clerk of said city and their successors in office to execute proper deeds of quitclaim to the persons entitled thereto under this Act for their respective holdings of real estate upon such claimants applying therefore and presenting proper deeds for the signatures of such officers, without any expense to the said applicants, and such deeds when executed shall be taken in all courts and places as a relinquishment of any claim or title to the lands therein described on the part of the United States.

SIGNED BY:

By the President, William McKinley
By: F. M. McKean, Secretary
C. H. Brush, Recorder of the
General Land Office

(Seal)



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, *Mayor Pro Tem*, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

Project description: Proposes to build a second-story dining deck and expand a third-story patio on this non-contributing commercial building.

Project Number: 13-130012

Case number: H-13-012

Project Type: HDRB

PROJECT LOCATION (S): 60 E. San Francisco and 113 E. Waters

PROJECT NAMES:

OW – 60 East Corp
Santa Fe, NM 87501

60 E. San Francisco/113 E. Water Street

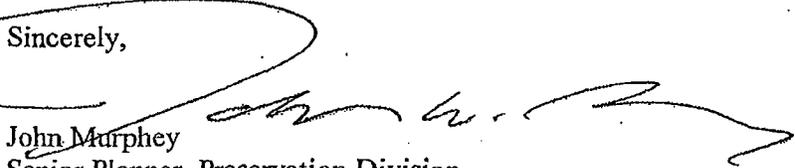
AP – O. Michael Duty
Santa Fe, NM 87505

404 Kiva Court – Ste. G
505-989-8882

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) at their hearing on August 27, 2013, the decision of the Board was to approve the application with the condition that the width of the second-story deck extend no farther than 2'5" from the outer edge of the entry void. For further information please call 955-6605.

Sincerely,


John Murphey
Senior Planner, Preservation Division

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerks office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. Please attach copies of this letter to all sets when submitting for construction permit.

10 EAST SAN FRANCISCO STREET / 113 EAST WATER STREET
 SANTA FE ARCADE
 PROPOSED WATER STREET PORTAL and DECK

DUTY & GERMANN ARCHITECTS
 1000 AVENUE OF THE COUNTRIES, SUITE 1000, SAN FRANCISCO, CA 94109
 TEL: (415) 774-1100 FAX: (415) 774-1101
 WWW.DUTYANDGERMANN.COM

SHEET A2.1

6 PORTAL ELEVATION - EAST VIEW
 SCALE: 1/8" = 1'-0"

1 PROPOSED WATER STREET ELEVATION
 SCALE: 1/8" = 1'-0"

2 BUILDING SECTION - REMOVABLE DECK
 SCALE: 1/8" = 1'-0"

3 THIRD LEVEL FLOOR/ROOF PLAN
 SCALE: 1/8" = 1'-0"

1 SECOND LEVEL FLOOR/ROOF PLAN
 SCALE: 1/8" = 1'-0"

1 WATER STREET LEVEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"