



# Agenda

CITY CLERK'S OFFICE

DATE 3/13/14 TIME 1:00 PM

STAFF BY Geraldine Gurnea  
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**SUMMARY COMMITTEE**  
**Thursday, April 3, 2014 - 11:00 am**  
**City Council Chambers**  
**City Hall 1<sup>st</sup> Floor - 200 Lincoln Avenue**

**A. ROLL CALL**

**B. APPROVAL OF AGENDA**

**C. APPROVAL OF MINUTES – February 6, 2013**

**D. OLD BUSINESS**

**E. NEW BUSINESS**

1. **Case #2013-112. 4124 Monte Carlo Lot Split.** Paul Rodriguez, Paramount Surveys, Inc., agent for Lorenzo & Estevan Ortega, requests plat approval to divide approximately 2.5 acres into two residential lots. The property is zoned R-1 (Residential-1 dwelling unit per acre). (William Lamboy, Case Manager)
2. **Case #2014-18. 1352 Rufina Circle Lot Split.** David Schutz, agent for CLMG Corp., requests plat approval to divide approximately 2.48 acres into two lots. The property is zoned C-2 (General Commercial) and I-2 (General Industrial). (William Lamboy, Case Manager)
3. **Case #2014-20. 3600 Cerrillos Road, The Lofts, Lot Split.** John Patterson, Attorney, agent for The Lofts Condominium Owners Association, requests plat approval to divide approximately 8.06 acres into two lots. The property is zoned C-2 (General Commercial). (William Lamboy, Case Manager)

**F. STAFF COMMUNICATIONS**

**G. MATTERS FROM THE COMMITTEE**

**H. ADJOURNMENT**

**NOTES:**

- 1) Procedures in front of the Summary Committee are governed by Roberts Rules of Order. Postponed cases are postponed 1) to a specific date, or 2) indefinitely until specific conditions have been resolved, or 3) to a specific date with the provisions that specific conditions be resolved prior to that date. Postponed cases can be removed from postponement by a motion and vote of the Summary Committee.
- 2) Due to time constraints not all issues may be heard and may be rescheduled to the next scheduled Summary Committee meeting. This agenda is subject to change at the discretion of the Summary Committee.
- 3) New Mexico law requires the following administrative procedures to be followed by zoning boards conducting "quasi-judicial" hearings. In "quasi-judicial" hearings before zoning boards, all witnesses must be sworn in, under oath, prior to testimony and be subject to cross examination. Witnesses have the right to have an attorney present at the hearing. The zoning board will, in its discretion, grant or deny requests to postpone hearings.

**\*Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the City Clerk's Office (955-6520) 5 days prior to the hearing date.**

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SUMMARY COMMITTEE  
April 3, 2014

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**MINUTES OF THE MEETING  
OF THE CITY OF SANTA FE  
SUMMARY COMMITTEE  
April 3, 2014**

A regular meeting of the City of Santa Fe Summary Committee, was called to order by Chair Michael Harris, on Thursday, April 3, 2014, at approximately 11:00 a.m., in the City Council Chambers, City Hall, Santa Fe, New Mexico.

**A. ROLL CALL**

**MEMBERS PRESENT:**

Michael Harris, Chair  
Lawrence Ortiz  
John Padilla

**OTHERS PRESENT:**

Tamara Baer, Current Planning Division  
William Lamboy, Current Planning Division  
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance for the conducting of official business.

**B. APPROVAL OF AGENDA**

Mr. Baer said the Applicant for Item E(2), Case #2014-18, 1352 Rufina Circle Lot Split, has asked that the case be postponed indefinitely.

**MOTION:** Commissioner Ortiz moved, seconded by Commissioner Harris, to approve the Agenda, as amended.

**VOTE:** The motion was approved on a voice vote, with Commissioner Ortiz and Chair Harris voting in favor of the motion, no one voting against and Commissioner Padilla absent for the vote..

**C. APPROVAL OF MINUTES – FEBRUARY 6, 2014**

Chair Harris said he has a procedural question, with regard to D. Old Business, Case #2013-98, noting the case was postponed once again and asked if there is a rolling postponement here.

Ms. Baer said, "In this case we do. We're still discussing this matter with the City Attorney and the attorneys representing Mr. Reeves, and progress is being made, and we should be able to bring this back to you fairly soon, possibly, not at the next meeting, but it is ongoing."

*John Padilla arrived at the meeting*

The following corrections were made to the minutes:

Page 1 under attendance, Kelley Brennan was not in attendance.

Page 4, "Parilla," should be "Padilla."

**MOTION:** Commissioner Ortiz moved, seconded by Commissioner Padilla, to approve the minutes of the meeting of February 6, 2014, as amended.

**VOTE:** The motion was approved unanimously on a voice vote.

**D. OLD BUSINESS**

There was no old business.

**E. NEW BUSINESS**

1. **CASE #2014-12 4214 MONTE CARLO LOT SPLIT. PAUL RODRIGUEZ, PARAMOUNT SURVEYS, INC., AGENT FOR LORENZO & ESTEVAN ORTEGA, REQUEST PLAT APPROVAL TO DIVIDE APPROXIMATELY 2.5 ACRES INTO TWO RESIDENTIAL LOTS. THE PROPERTY IS ZONED R-1 (RESIDENTIAL – 1 DWELLING UNIT PER ACRE). (WILLIAM LAMBOY, CASE MANAGER). (POSTPONED FROM MAY 2, 2014)**

A Memorandum prepared March 19, 2014, for the Summary Committee Meeting of April 3, 2014, with attachments, to the Summary Committee, from William Lamboy, Senior Planner, Current Planning Division, is incorporated herewith to these minutes as Exhibit "1."

A copy of a Well Agreement, between Jerry and Diane Isaacs and Ralph and Cecilia Roy, dated November 23, 1982, filed with Santa Fe County on November 23, 1982, entered for the record by Glen Ellington, is incorporated herewith to these minutes as Exhibit "2."

A copy of a Well Agreement, with attachments, between William Bradshaw and Lou A. Bradshaw, Nina Bradshaw and Cecilia Roy, dated May 21, 1984, filed with Santa Fe County on May 25, 1984, entered for the record by Glen Ellington, is incorporated herewith to these minutes as Exhibit "3."



A copy of an Affidavit of Reinstatement of Well Agreement dated September 12, 1988, signed by Nina Bradshaw Harris, filed in the records of Santa Fe County on [illegible] 1988, entered for the record by Glen Ellington, is incorporated herewith to these minutes as Exhibit "4."

A copy of Declaration of Restrictions, filed in the records of Santa Fe County on July 22, 1977, entered for the record by Glen Ellington, is incorporated herewith to these minutes as Exhibit "5."

### **Staff Report**

The staff report was presented by William Lamboy, Current Planning Division, which is contained in Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

**Recommendation:** The Land Use Department recommends approval with the conditions of approval as outlined in this report [Exhibit "1"].

Ms. Baer said staff would like an additional condition, "A new well agreement be entered into among the parties sharing this well, and that the City receive a copy of the recorded well agreement, prior to recordation of the Plat."

### **Public Hearing**

#### **Presentation by the Applicant**

**Paul Rodriguez, 1151 Cerro Gordo, was sworn.** Mr. Rodriguez said they have reviewed the conditions of approval and are in agreement with those as set forth. He said his clients aren't here today, so he will do his best to answer questions on their behalf.

#### **Speaking to the Request**

**Glen Ellington was sworn.** Mr. Ellington said, "I am one of the property owners that owns Lot 6-B, which is immediately north of the proposed lot split. My wife, Kathryn Kinsey Ellington, is the other owner. I am also one of the individuals that has a water right by well agreement to the lot that would become Lot 6-A(2) under this agreement. And I have a number of concerns, because of time, I'll just kind of hit the highlights. The most concerning ones are water. As you were told by staff, this well is burdened not only by the property on Lot 6-A, but also by two adjoining property owners, myself and my wife, and our neighbors to the east which are the Bennetts. I provided the staff this morning and I think you were provided copies of those two well agreements [Exhibits "2" and "3"] that are still in effect. Under the terms of those two agreements, a little less than half of the water that is produced from the well is to adjoining property owners."

Mr. Ellington continued, "The request that is before you, is to create a new user from that well, and there are couple of issues of that that I'd like to discuss. The first is, the two applicants are not the sole

owners of the well. In my search of the County records, Mr. Lorenzo Ortega's wife is still on record at the State Engineer's Office as being a co-owner of that well. Under the terms of these two well agreements, if there was ever an action that needed to be taken, it would be taken against the [inaudible] well owners under the agreement, and she is not a party. Mr. Ortega and his wife divorced several years ago. I don't have a copy of their marital settlement agreement to know whether or not it even addresses ownership of the well, or how that was passed."

Mr. Ellington continued, "The next issue also involves water, and that is drainage. As you can see by the proposed lot split there is a drainage easement that runs directly across Lot 6A, and affects both Lot 6-A(1) and 6-A(2). For those of you who are not familiar with the topography out there, it is rolling hills which is really a llano with arroyos. The reason for the easement is because this is the bottom of an arroyo. This is the top of the arroyo that runs on the south side of PNM's property all the way to Richards Road, and then crosses underneath, goes through the Cen-Tex subdivision and then joins up with a larger arroyo that comes from the Mission Viejo area, and then flows down to the west. The water in this area runs onto this property primarily from the east, but also down from the south off my property and also north off the existing home into that arroyo."

Mr. Ellington continued, "The concern that I have is the way the property is divided. I don't know where a septic field would have to be sited on the property in order to service this new residential lot. The subdivision is over 30 years old. Most of the septic systems in that area are that old. The way the property is divided, given the setback requirements from the well, at a quick glance I don't know where that would be situated. And I think that question needs to be answered before the subdivision is approved."

Mr. Ellington continued, "The third issue is the setback requirements that are part of the original covenants of the creation of the Governor Miles Subdivision that were done originally in 1977 and the updated in the 1980's. They require a 40 foot setback from the common road, a 25 ft. setback from the other 3 property lines, both north, west and south in this case. Enforcing those covenants would create a 50 foot setback along the common new line between Lot 6A and Lots 6A(1) and (2), and then 25 feet on the other two sides. There are a couple of things that are not present on the plat that are physically present on the property. There is a large shipping container, approximately 12 feet by 40 feet long that is immediately north of the storage shed that you see that will remain in Lot 6A(1). There are also two access easements that are not represented on the plat. Under the terms of these well sharing agreements, there are access easements both to the Bennett property to the east and to my property to the north, to allow access to repair lines, I believe they're 10 feet wide in both directions and approximately 30 feet long, across what would be the new Lot 6(A)(2)."

Mr. Ellington said, "Those are the highlights, Mr. Chairman. I would ask that this be tabled until I have the opportunity to meet with the property owners and their representative to address these issues, particularly the issue of ownership of the well and how that would be corrected, and then how, within the new lot, the building envelope would address the creation of a new septic system. I stand for questions if you have any."

## The Public Testimony Portion of the Public Hearing was closed

### Questions and Comments from the Committee

Chair Harris said it is difficult for this group to sort things out when we are handed things 5 minutes prior to the session. He said, "I think the issues that were raised were substantive to this particular case, there's no question about that. And, more often than not, we try and remove ourselves from consideration of matter between private parties. There are a series of issues, some of which I think are matters between private parties and should be addressed, but also there are things such as the [traffic?] drainage issues that really fall more in the private than in our purview. But kind of introductory remarks on my part. Again, were there any questions from the Committee."

Commissioner Ortiz, "I have a question of the applicant. If you could possibly explain about the drainage situation that Mr. Ellington has brought forth, and about the couple of missing items that should be on this plat that are not on there."

Mr. Rodriguez said, "With regard to the drainage easement, it's platted per the prior platting that I retraced. That drainage issue was taken care of at that time. I don't know if the City wants to explore, or take a field trip to look at this to see if it needs to be more compounded. I have no idea what their intent is. But it's shown properly on the survey and it does exist. There is a drainage easement in place to handle these types of drainage issues. Regarding the setbacks, I'm reading the covenants, and I apologize for this getting to you late. I didn't know about these. So you're kind of in the same boat I am. But the way it reads is 40 ft. from the lot line in the front and 25 on each side. We're happy to show that on the plat, show the setback lines per the covenants, and we'll still have a building site within the requirements of the City Code, if they are going to have to build or develop. And they have no intentions on developing any time soon."

Mr. Rodriguez continued, "So regarding water, if the City ever comes in and runs utilities up this Monte Carlo Road, or if they have to upgrade the existing well, they are happy to do that as well. If they have to go deeper, whatever the case may be, if they have to drill a new one there, they're on board with that. So, water is a non-issue. They've got to go through all the requirements and have a building permit anyway with regard to septic and water, and all this stuff, and these issues will be addressed at that time. When that will be, I have no idea. He just wants to give his son his lot."

Commissioner Padilla said, "A question for the applicant. Do we know what the situation is, or the conditions of existing water and sewer availability to this property."

Mr. Rodriguez said, "The existing water is shown on the plat to the well. I don't know where the septic is. I guess we could go dig there that out and see where it exists to show it on the plat. I did a reconnaissance on the property when I did the survey, and did not find any remnants of a septic tank. I'm sure there's one, of course, so they may have to either have NMED come and dig it up so I can locate it and show it on the plat."

Commissioner Padilla asked if there are any City improvements nearby.

Mr. Rodriguez said, "None available. Right now I don't know how close the closest utility stub-out for the City water is, but it is not within tolerable distances, right. And sewer is not available either, but it is annexed into the City."

Chair Harris said, "On the plat on proposed Lot 6A(1), the southernmost driveway really swings considerably onto Lot 13(B)."

Mr. Rodriguez said that is correct.

Chair Harris said, "There is no easement shown."

Mr. Rodriguez said, "I think it's probably a driveway that has evolved into going further south. The southern owner does know about it and he doesn't have, I guess, an issue with it. But if they have to relocate this and close it off, and if they have to fence it, if that is your intention, they can do that as well. I think it actually existed before they bought it, so it's kind of just been there."

*Chair Harris's remarks here are completely inaudible because his microphone wasn't working.*

Chair Harris said, "I was just thinking that this is just a remainder that should be dealt with as well."

Mr. Rodriguez asked what would be the Committee's wishes be in regard to the driveway on the south boundary line.

Chair Harris said, "I think it should be moved onto the proposed [Lot] 6A(1) if it services 6A(1)."

Mr. Rodriguez asked, "I don't understand where... It's probably between the southern enjoiner and the current owner. Are we going to get involved with their private issues. I don't know. I guess, how do I approach my clients to ask them to move their driveway. I mean, just ask them, simply ask them, and..."

Chair Harris said, "Yes. Talk to them about it."

Mr. Rodriguez said, "So, before the plat gets recorded or approved, they have to move the driveway entirely."

Chair Harris said, "They just need to get it on their property."

Mr. Rodriguez asked the time frame. He said, "I just want to make sure I can go to my clients and tell them what they need to do regarding this situation."

Chair Harris said, "Let me move on to Mr. Ellington if I could, because all I've done is add one more issue between the owners of property along Monte Carlo."

Ms. Baer said, "Sometimes an issue like that is shown as an existing encroachment, and it's not really part of the lot split consideration in this case. So it can be shown as an encroachment. You could make that a condition. Alternatively, you could ask that the property owner to the south grant an easement for the encroachment."

Chair Harris asked Mr. Ellington to step forward. He said, "So, what you're concerned about... has there been any testing on the well. And what I assume you're concerned about, with the addition of another user, is that there won't be sufficient water for all users and that the lot split does not really allow that new user to hook up to it. Is that your position?"

Mr. Ellington said, "Two concerns. One is that, as I understand it, one of the owners isn't part of this process at all, and that is the ex-wife, Ms. Ortega, who is an owner of the well. The second issue is that the well has not been tested in probably over a decade. Since I bought Lot 6B twenty years ago, in 1994, I've actually been the one that has coordinated all of the maintenance on that well. I've replaced the pipe a couple of times because of sediments at the bottom of the well, the actual depth of the... the submersible pump had to be raised because it was picking up so much sand from the bottom of the aquifer that it was burning out the well. There have been a couple of new wells drilled in the area. I don't know the flow rates or anything like that about them, but I know there are at least two immediately east that have been drilled within the last 5 years or so."

Mr. Ellington continued, "My concern is two-fold. One is that one party that has an interest in the well and how the water in those agreements are done is not part of this, and she's never had a voice as far as I know. The other is the easements from the well, to be able to use the well agreement, those are not reflected on any of these plats. Those are the two main issues about the well. If there is, as proposed, a new well agreement that divides water some other way between Lot 6A(1) and 6A(2), I think that needs to be clear. And as you suggested, that there be some kind of an amended well agreement that affects all of the parties that draw water from that well, that that be addressed prior to approval. Did that answer your question."

Chair Harris said, "The access easement that you referred to, that was just described, were they platted."

Mr. Ellington said, "I don't believe so. I believe they're both parts of the two well agreements that you have before you. I know mine runs along the existing water line and for 5 feet in either direction, so it is 10 feet wide and approximately 30 feet long and it goes across the northeast corner of what would be the new Lot 6A(2). Mr. Bennett's runs, I believe, directly east and then north out of that same corner from the well. I believe he has a hydrant in the northwest corner of his property which is where his access point comes up and then, into the house, I don't know."

Chair Harris said, "I see from the way the recommended conditions of approval are written, all it really says under No. 2, is show and label any water wells on the property. And No. 4, in the event of a shared well, provide a utility easement on the plat running from the well to the second property. So is it true that beyond that, the City would not expect to look at the shared well agreement. Excuse me, that's your No. 7, isn't it. Would you recite that again, please."

Mr. Baer said, "We would recommend a new Condition No. 7, that prior to recordation of the lot split, the applicants enter into a new shared well agreement which is recorded and presented to the City just so we have it on record, although we are not a party to that, before the plat is recorded."

Chair Harris asked, "Mr. Ellington would that type of process work, as far as you are concerned."

Mr. Ellington said, "I think so, if it included Ms. Ortega. And so the applicant would have to contact her and she would either have to waive rights, or remain as a signatory to the new agreement. She doesn't live there any more, and hasn't for a number of years."

Chair Harris said, "Then the second issue you raised Mr. Ellington was on the drainage easement. I didn't follow the water flow you described completely, but what I thought I heard you say is that the drainage easement in some fashion restricts the placement of a septic field. I thought that's what I heard you say, but could you explain."

Mr. Ellington said, "I was just speaking to try and give you an idea of what the topography looks like out there. The drainage easement, the portion of Lot 6A that would remain Lot 6A(1) directly below that, has a lot of erosion. There is a severe drop-off about the property line to the west. And the concern is twofold about the septic system. One is whether or not it would be impacted by the continuing erosion that continues to go from west to east across the property up that drainage easement. And the other, is the location of the existing septic system for what would become Lot 6A(1), because we don't know where that is, I don't know where that is, and it's not referenced anywhere."

Chair Harris said, "You probably know condition no. 3, as recommended, is showing location of the septic field on the plat, so that would apply to the existing one on 6A(1). It seems like that might be expanded, although we know there's no proposed development on 6A(2). Would it be appropriate to identify a certain distance from the drainage easement."

Ms. Baer said, "That requirement is put in place by the State Engineer. The State Engineer says a well can't be within 100 feet of a septic system. And so, were a septic permit to be issued by the Environment Department, they would make sure that was the case. I think it would be premature for us to ask that it be located, since we don't know what sort of development may be proposed."

Chair Harris said, "Yes, that's 100 feet from the well to a proposed septic. But I was wondering about Mr. Ellington's point of a certain distance for the proposed septic from the drainage easement, if in fact there is that type of erosion that he has spoken to."

Ms. Baer said, "Again, that's something the City would look at in conjunction with a building or construction permit at the time something were proposed. We'd look at grading and drainage. This is not a 100 year flood plain."

Chair Harris said, "In my experience, I think that's handled appropriately, and I think your concern could be addressed at that time, Mr. Ellington. And maybe we could talk a little bit more about your third point which are the setback requirements that are documented in your covenants. I heard you say, I heard a little different from Mr. Rodriguez, maybe he was speaking to the actual.... but 40 feet from the road, front or side."

Mr. Ellington said, "From the lot line at the road."

Chair Harris said, "I guess we're calling that the front. And then 5 feet basically are your side setbacks."

Mr. Ellington said, "Yes."

Chair Harris said, "Again, and so your concern there would be."

Mr. Ellington said, "Again the building envelope for the proposed site, with the restriction that there be a 100 foot distance from the well to the leach field, then citing a house on that property is the concern, as to where it could be placed."

Chair Harris said, "I note that we have roughly a rectangle with the corner cut out, and the rectangle on the two sites, on one side is 194 feet and the other side is 184 feet. But again, it seems to me that there is sufficient room to site a house, given the setbacks. I have a hard time seeing where the required setbacks are much of an issue here, with the current layout. So, again, at the time of the building permit application, I think that could be sorted out, even given the 100 foot requirement between the septic and the well and the proposed septic."

Chair Harris continued, "And the access easement. We've talked a little bit about that. You spoke to them, you say they're described. I don't think they're described in any document that we have."

Mr. Ellington said, "They are described in the well agreements. They don't exist on the proposed plat for the lot split, but they are in the well agreements."

Chair Harris said, "It seems to me to be a simple condition to have those access agreements put on the plat."

Mr. Ellington said, "The well agreements in the other documents that you have, are documents I brought in this morning. I gave them to staff and to the agent for my neighbors, the Ortegas. And so this is the first time he's seen them I believe. And I've only had a day or so. I got them out of County records earlier this week to review all of them for this hearing.

Mr. Rodriguez said, "Again, this is evidence we are just made privy to this week as well, and we are happy and required to show those easements if we had knowledge of them. So they will be shown on the next version of the plat – it will depict these easements. In clarification of Christa Ortega, she has a Quitclaim Deed that she quitclaimed, her and Lorenzo, both quitclaimed to Lorenzo and Estevan who is the son, all the rights to the lot. So that may take care of any ownership issues on the well is what I'm thinking maybe might happen on it, even though she was the applicant when the well was put in, doesn't this transfer her rights."

Mr. Ellington said, "I'm sorry, factually that is inaccurate. The Ortegas bought the property less than 10 years ago. There were two previous owners that owned the property before them, and the property was rented for a period of time. The well has been there for 30 plus years now. The interest to Mr. Ortega I believe was transferred in 2007, and there's never been anything to undo that. In my reading of these well agreements, those interests, although appurtenant to the property, are personal, and so she would have to be involved. I'm not sure, but the quitclaiming of the property to him solves the issue of ownership or the well or the rights under those well agreements."

Chair Harris asked, "Mr. Rodriguez, would you at some point, provide that agreement to Mr. Ellington."

Mr. Rodriguez asked if he is speaking of a new well share agreement.

Chair Harris said, "No. This quitclaim. Just for his review."

Mr. Rodriguez said, "Oh yes, we'll furnish it. Yes."

Commissioner Padilla said, "Just a quick review of the site. It appears that the 100 foot requirement for a septic system from a well, it pretty well restricts where it can be placed. It appears to the west and the south is where it can be placed on the property so it stays within the 100 foot requirement. As far as the setbacks that were identified, 40 feet from the front property, which I would believe would be Monte Carlo Lane, and 40 feet there would put a setback within the location of the well. And then the 25 feet from all sides, limits where a residence can go on the property. It almost puts it centered or on northern end of the property, where a residence could go, which appears to me, the septic system would have to go to the west of that or the west side of the property, which brings into play the existing drainage easement and flow and so forth. So I think the State Engineer's Office would cover that requirement, not only its placement in location in reference to a well, but also any type of drainage is going to be a consideration the owner will have to be aware of as they move forward with a building permit. So those are the comments and quick review of the site. As was mentioned earlier, it's kind of had to look at a



proposal with new information presented right before a meeting, but I'm glad this is here. And there seems to be some clarification that needs to be made on the well agreement. The new Condition No. 7, I think will address that, and I hope would address Mr. Ellington's concerns. I think we should move forward with a recommendation if there are no other questions."

**MOTION:** Commissioner Padilla moved, seconded by Commissioner Ortiz, to approve Case #2013-112, 4124 Monte Carlo Lot Split, with all conditions of approval as recommended by staff, including a new Condition #7 as follows, "That prior to recordation of the lot split, the applicants enter into a new shared well agreement which is recorded and presented to the City before the plat is recorded."

**FRIENDLY AMENDMENT:** Chair Harris would like to add Condition of Approval #8, that the existing driveway that swings down on Lot 13B be addressed either by some sort of encroachment agreement or a new easement between the parties. Ms. Baer said it could be noted an encroachment, and said she would leave that to the surveyor, and Mr. Rodriguez said, "So noted." **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND.**

Chair Harris said Condition #7 requires that a new well agreement be entered into by all parties and recorded prior to any plat related to the lot split and further that the former Mrs. Ortega be part of this process and be acknowledged or have her claim relinquished.

Mr. Rodriguez asked, "How do we handle that portion. She's not the owner of the property, so do we get a letter from her, or what would you entertain."

Chair Harris said, "I think that's something for you all to sort out."

Mr. Rodriguez said, "We'll get a letter from her and that should be okay."

Chair Harris said he is unsure.

Mr. Rodriguez said, "That's why I'm asking for guidance, so that way we don't have questions later on. I want to make sure that I know what you want, and get that addressed."

Mr. Padilla said, "I would just recommend to the applicant that you seek legal advice as to what would be appropriate to develop a new well agreement for all parties affected by it."

Mr. Rodriguez said, "What you're saying, okay is, you want her to be party to the well agreement, not to a development of those tracts."

Mr. Padilla said, "Just the well agreement, so the appropriate action should be taken by the owners to make sure all parties affected by the well agreement and the new Lot 6A(2) owner also are including that."

Mr. Rodriguez said, "Then this is in regard to the well agreement, the new one."

Chair Harris said he was just speaking to the proposed Condition #7.

**VOTE:** The motion, as amended, was approved unanimously on a voice vote.

2. **CASE #2014-18. 1352 RUFINA CIRCLE LOT SPLIT. DAVID SCHUTZ, AGENT FOR CLMG CORP., REQUESTS PLAT APPROVAL TO DIVIDE APPROXIMATELY 2.48 ACRES INTO TWO LOTS. THE PROPERTY IS ZONED C-2 (GENERAL COMMERCIAL) AND I-2 (GENERAL INDUSTRIAL) WILLIAM LAMBOY, CASE MANAGER).**

This item was removed from the agenda and is postponed indefinitely.

3. **CASE #2014-20 3600 CERRILLOS ROAD, THE LOFTS, LOT SPLIT. JOHN PATTERSON, ATTORNEY, AGENT FOR THE LOFTS CONDOMINIUM OWNERS ASSOCIATION, REQUESTS PLAT APPROVAL TO DIVIDE APPROXIMATELY 8.06 ACRES INTO TWO LOTS. THE PROPERTY IS ZONED C-2 (GENERAL COMMERCIAL). (WILLIAM LAMBOY, CASE MANAGER).**

A Memorandum prepared March 19, 2014 for the Summary Committee Meeting of April 3, 2014, with attachments, to the Summary Committee, from William Lamboy, Senior Planner, Current Planning Division, is incorporated herewith to these minutes as Exhibit "6."

### **Staff Report**

The staff report was presented by William Lamboy, Current Planning Division. Please Exhibit "6" for specifics of this presentation.

**Recommendation:** The Land Use Department recommends approval with the conditions of approval as outlined in this report [Exhibit "6"].

### **Public Hearing**

#### **Presentation by the Applicant**

**John Patterson, Agent for purposes of this application, was sworn.** Mr. Patterson said in attendance are Lynn Crutnik, Attorney for the Condominium Association, Chris Putman, President of the Condominium Association, and Tony Sawtell representing The Lofts Investment Group which will be the owner of the newly divided lot.

Mr. Patterson said, "As the Memo sets forth, this application has been agreed to by all these parties as a way of settling litigation brought by the Condominium Association and its members, against Mr. Wiviot who was the original developer. We think, everybody seems to think, the only way these people can survive in proximity is really not to be involved with each other anymore, and that's what we're trying to do. I will be glad to answer any questions."

### **Speaking to the Request**

There was no one speaking for or against the request.

### **The Public Testimony Portion of the Public Hearing was closed**

Chair Harris asked, "Is the Association the owner of all the land, subject to the lot split. That's what's stated."

Mr. Patterson said, "Right now, the Association is not the owner. It is a condominium, therefore the land is owned in undivided interest by all the unit owners. However, under the Condominium Act, the Association is empowered and authorized to act on behalf of all the unit owners in litigation and all administrative matters."

Chair Harris said, "I was curious how, if in fact the Association is.... the 700 Building is not a member of the Condominium Association [inaudible]."

Mr. Patterson said, "That is correct. It was built by Mr. Wiviot under reserve development rights and completed 10 years or so ago. He could have made the units in that building part of the Condominium, but he did not do so. The result is that he rented those units out, and by not making those units part of the condominium, he avoided paying the assessments that should have been levied against those units had they been part of the condominium."

Chair Harris said the only signator to the proposed lot split is the Association.

Mr. Patterson said this is correct.

Chair Harris asked, "And would not Lofts Investment Group LLC also sign the lot split plat."

Mr. Patterson said, "Well, we have a chicken and egg situation. And right now, Lofts Investment Group doesn't own any interest in the real estate. In order to convey interest in the real estate to them, the plat has to be recorded so we will have a description to put in a deed that gives them the second lot."

Chair Harris said, "I think I understood what you just said. That was the big picture question I had, and I understand. But now I want to talk about who is responsible for the improvements, because the letter that has come to the City over your signature doesn't really identify who's going to do it. For

instance, but in the conditions of approval, the reference is to the developer. The developer, under No. 2, 'The developer shall amend the existing right of way.' Under No. 3, 'The developer and then No. 4, 'Complete all unfinished site work.' So would you describe to me, if this is approved, who will be responsible for the improvements that are part of the conditions of approval."

Mr. Patterson said, "I am. If I can elaborate a little bit, part of the settlement has created a fund of some tens of thousands of dollars, which is being held by Los Alamos Bank, and which is to be disbursed at my request. That should cover all of the expenses that are included in the conditions of approval. And as I have discussed with staff, one of the things I am going to attempt to do, is to go to the Governing Body for a modification of one of those requirements as the result of changed circumstances in that area."

Chair Harris asked him to elaborate.

Mr. Patterson said, "The original approval given to Mr. Wiviot, created a public street, along the southerly boundary of the property. I understand that that idea has been abandoned, because at least the next owner upstream, and maybe more, have refused to dedicate rights-of-way to the City. And therefore, there is no point of creating this nice paved road that just sort of goes and dead-ends. In addition to that, we have found that the area along the arroyo has been a popular gathering place for those in our community who deal in controlled substances, and we would like to lock them out of there."

Chair Harris said then you are proposing to put up a gate.

Mr. Patterson said this is correct.

Chair Harris asked the location of the gates. He said, "What we're talking about is creating the third emergency access. Will all access be controlled by gates."

Mr. Patterson said, "Yes, and there's a provision for access by the Fire Department, some special device that the Fire Department has. But at any rate, I know that I have to go somewhere else for permission to do that. So, that's just an explanation of what we would like to do."

Chair Harris said, "So when you say in your letter, as described in the letter from Mr. O'Reilly included with this letter, some improvement needs to be made for Fire Department access along the southerly boundary'."

Mr. Patterson said yes.

Chair Harris asked, "If part of the settlement is the letter of credit mentioned in Mr. O'Reilly's letter be released, and that letter of credit associated with these past due improvements, because they were identified years ago, it is your position that those improvements would be handled under the fund you mentioned was established, for which you are the agent."

Mr. Patterson said, "Yes. It is my intent to actually complete all the required improvements."

Chair Harris asked if he would be willing to put a timeline on that.

Mr. Patterson said, "Well, we're going to start, if the Committee approves this application, I expect work would probably begin some time week after next."

Chair Harris said, "So the scope of work would include not only the third emergency access, which will be within the proposed 38 foot right-of-way. Correct."

Mr. Patterson said, "It will be at that location, yes sir."

Chair Harris asked, "Will it be a paved or all weather surface."

Mr. Patterson said it will be an all weather surface. He said, "I am told by staff there is really no requirement for paving, given the impossibility of completing that road."

Chair Harris said, "There's necessarily no requirement. In Mr. O'Reilly's previous letter, he talks about the long standing erosion issues and curb, gutter and asphalt which will control the flow of water are recommended. Without having looked at these conditions.... the northeast corner of the property where the side arroyo comes into the main arroyo, it seems like, I would assume, an area where there has been considerable erosion."

Mr. Patterson said, "There is some evidence of erosion down there toward the arroyo that I've noticed, but I haven't noticed anything particular at that corner."

Chair Harris said, "The reference to the placeholder condition which goes back to the original development plan, I guess that placeholder condition dealt with any future extension of what perhaps is going to be called Camino de los Arroyos."

Mr. Patterson said yes.

Chair Harris said, "But since you've said that the properties to the east are upstream, really don't want to dedicate an easement, is it my understanding that placeholder no longer is necessary."

Mr. Baer said, "I think that's something the Governing Body would have to determine."

Chair Harris said, "It seems the conditions are responsive to what you have discussed with staff and how this is structured. What I would like to see, and I would like to hear what the other Committee members have to say, and perhaps staff's opinion. In the interest of wrapping this up for the Association, the owners and for the Lofts Investment Group, I would really like to see a timeline put on these improvements. Ms. Baer do you have a response."

Ms. Baer said, "It was certainly our intent that these improvements be completed prior to the recordation of the plat. And I know that's what the City Engineer for Land Use intended as well."

Chair Harris asked if that is stated anywhere.

Ms. Baer said, "No, so I would make that clarification for the record."

Chair Harris asked if this is acceptable to Mr. Patterson.

Mr. Patterson said, "Yes. I had assumed that would be the case."

**MOTION:** Commissioner Ortiz moved, seconded by Commissioner Padilla, to approve Case #2014-20, 3600 Cerrillos Road, The Lofts, Lot Split, with all conditions of approval as recommended by staff, and in addition having improvements with a defined timeline prior to recordation.

**VOTE:** The motion was approved unanimously on a voice vote.

**F. STAFF COMMUNICATIONS**


There were no staff communications.

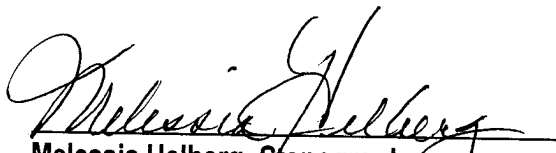
**G. MATTERS FROM THE COMMITTEE**

There were no matters from the Committee.

**H. ADJOURNMENT**

There was no further business to come before the Committee, and the meeting was adjourned at approximately 12:05 p.m.

  
Michael Harris, Chair

  
Melessia Helberg, Stenographer

# City of Santa Fe, New Mexico

# memo

**DATE:** March 19, 2014, for the April 3, 2014 Meeting

**TO:** Summary Committee

**VIA:** Matthew S. O'Reilly, P.E., Director, Land Use Department *MSO*  
Tamara Baer, ASLA, Planning Manager, Current Planning Division *TB*

**FROM:** William Lamboy, AICP, Senior Planner, Current Planning Division *W.L.*

## 4124 MONTE CARLO LOT SPLIT

**Case #2013-112. 4124 Monte Carlo Lot Split.** Paul Rodriguez, Paramount Surveys, Inc., agent for Lorenzo & Estevan Ortega, requests plat approval to divide approximately 2.5 acres into two residential lots. The property is zoned R-1 (Residential-1 dwelling unit per acre). (William Lamboy, Case Manager)

## RECOMMENDATION

The Land Use Department recommends **Approval** with the Conditions of Approval as outlined in this report.

## BACKGROUND & SUMMARY

The property is zoned R-1 (Residential-1 dwelling unit per acre). The proposed land division would create two lots: Lot 6A1, 4124 Monte Carlo, containing approximately 1.76 acres; and Lot 6A2, 4122 Monte Carlo, 0.755 acres. Lot 6A1 is developed with a single family home and several accessory structures. Lot 6A2 is generally vacant with the exception of a storage shed.

The property is accessed directly from Monte Carlo, a private unimproved roadway off Governor Miles Road. If the lot split is approved, eight properties will be accessed via Monte Carlo, which is the maximum number of lots allowed to be accessed via "lot access driveways." Any future lot splits on Monte Carlo may require improvements to Monte Carlo or variance from Table 14-9.2-1: "Design

*split "1"*

*Criteria for Street Types."*

The property is not accessible to City utilities. Prior to any new construction on the lot, the owner shall obtain a septic system permit from the State of New Mexico Environment Department.

**CONDITIONS OF APPROVAL**

*Any staff conditions noted in the attached memoranda and not listed in the recommended conditions of approval have already been addressed on the plat.*

Staff recommends the following conditions of approval:

1. Staff redline comments will be provided to the surveyor who shall address all issues and submit the corrected plat in Mylar.
2. Show and label any water wells on the property.
3. Show & label location of septic field on the plat,
4. In the event of a shared well, provide a utility access easement on the plat running from the well to the second property.
5. The dog pen enclosure shall not encroach upon the new lot: relocate pen or adjust enclosure accordingly.
6. Remove the shed currently located on lot 6A2.

**ATTACHMENTS:**

**EXHIBIT A: City Staff Memoranda**

1. Fire Marshal Memorandum, Rey Gonzales
2. City Engineer for Land Use Memorandum, R. B. Zaxus
3. Waste Water Division Engineer Memorandum, Stan Holland

**EXHIBIT B: Maps**

1. Zoning
2. Aerial View

**EXHIBIT C: Applicant Materials**

1. Letter of Application

**EXHIBIT D: Photographs**



**City of Santa Fe, New Mexico**

# **Exhibit A**


**City Staff Memoranda**

# City of Santa Fe, New Mexico

## memo

**DATE:** March 3, 2014

**TO:** William Lamboy , Case Manager

**FROM:** Reynaldo Gonzales, Fire Marshal 

**SUBJECT:** Case #2013-112 4124 Monte Carlo Lot Split

I have conducted a review of the above mentioned case for compliance with the International Fire Code (IFC) Edition. If you have questions or concerns, or need further clarification please call me at 505-955-3316.

1. Shall provide 20 feet driveway showing easement access on driveway intersecting with lot 6A2 and lot 6A1 for emergency access.

**Prior to any new construction these requirements must be met:**

1. All Fire Department access shall be no greater than a 10% grade throughout and maintain 20' min. width.
2. Fire Department Access shall not be less than 20 feet width to any new construction.
3. Shall meet driveway requirements as per IFC.
4. Fire Department shall have 150 feet distance to any portion of the building on any new construction.
5. Shall have water supply that meets fire flow requirements as per IFC or install an automatic sprinkler system.

**City of Santa Fe**



# MEMO

## Wastewater Management Division DEVELOPMENT REVIEW COMMENTS

### E-MAIL DELIVERY

Date: February 27, 2014

To: William Lamboy, Case Manager

From: Stan Holland, P.E.  
Wastewater Management Division

Subject: Case 2013-112 4124 Monte Carlo Lot Split

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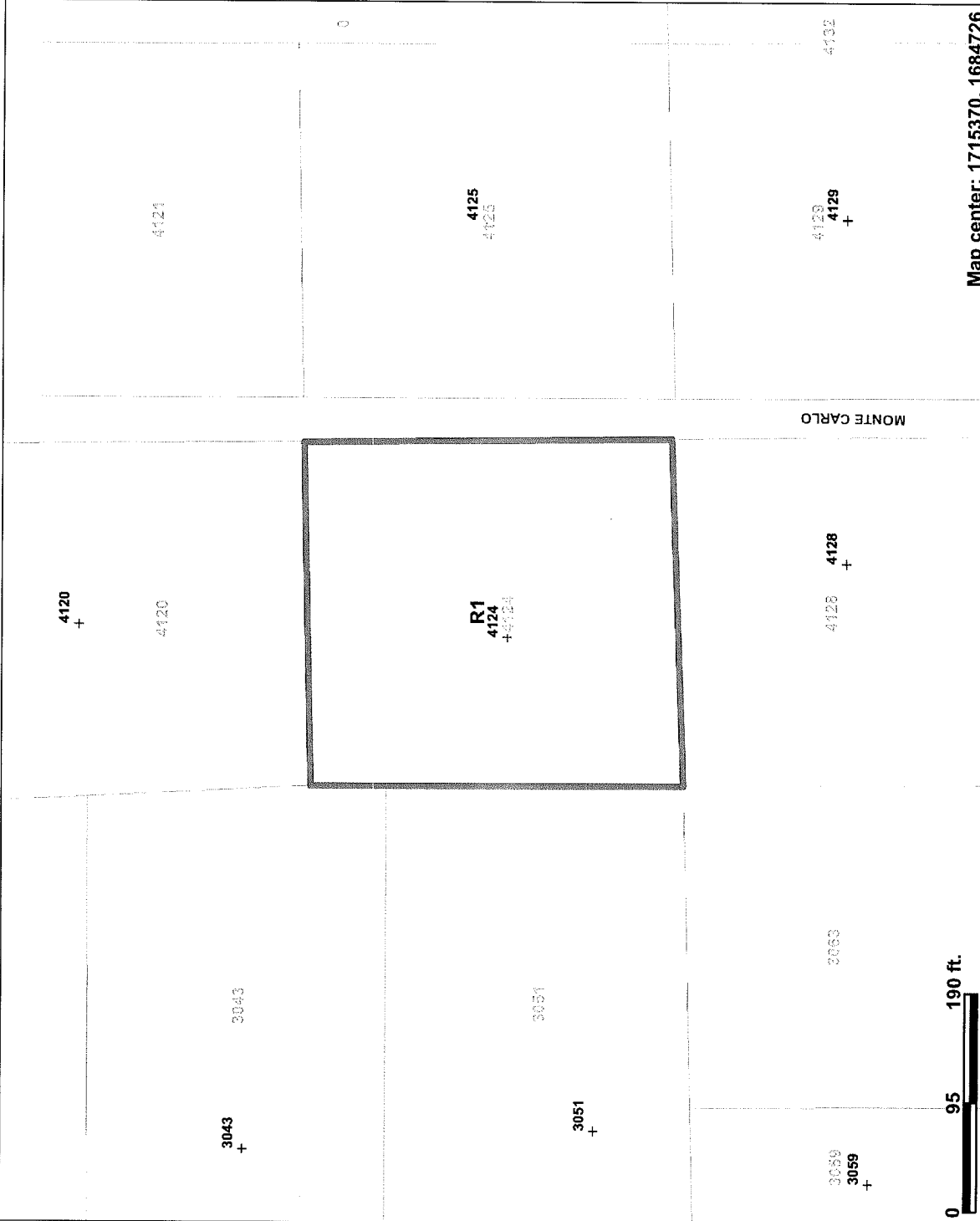
**The subject property is not accessible to the City public sewer system. Prior to any new construction on the lot, the owner shall obtain a septic system permit from the State of New Mexico Environment Department.**

**City of Santa Fe, New Mexico**

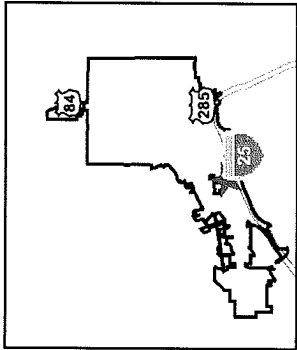
# **Exhibit B**

**Maps**

# 4124 Monte Carlo - Zoning



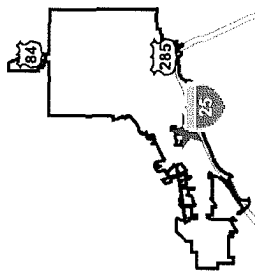
This map is a user generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



## Legend

- City Limits
- Address Points
- Parcels
- Airport Clear Zones
- Zoning**
  - RR Rural Residential
  - R1, (PUD) Single-Family 1du/ac
  - R2, (DT), (PUD), (AC) Single-Family 2du/ac
  - R3, (PUD) Single-Family 3du/ac
  - R4 Single-Family 4du/ac
  - R5, (DT), (PUD), (AC), R6 Single-Family 5du/ac
  - R7, (I), (PUD), R8 Single-Family 7-8du/ac
  - RC5, RC5AC Compound 5du/ac
  - RC8, RC8AC Compound 8du/ac
  - R10, (PUD) Multiple-Family 10du/ac
  - R12, (PUD) Multiple-Family 12du/ac
  - R21, (PUD) Multiple-Family 21du/ac
  - R29, (PUD), (AC) Multiple-Family 29du/ac
  - RAC Residential Arts & Crafts
  - MHP Mobile Home Park

Scale: 1:1,631



City Limits  
+ Full Address Labels  
Parcels  
Airport Clear Zones  
Other Roads and Streets  
2011 Aerial Photography  
resolution

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

**City of Santa Fe, New Mexico**

# **Exhibit C**

**Applicant Materials**

## **PARAMOUNT SURVEYS, INC.**

*1151 Cerro Gordo Road,  
Santa Fe, NM 87501  
Paul A. Rodriguez, President*

*Phone: 505-820-2340  
Fax: 505-913-2225  
paulrodriguez@paramountsurveys.com*

**February 19, 2014**

Attn: William Lamboy  
City of Santa Fe,  
Planning & Zoning,  
P.O. Box 909,  
Santa Fe, NM 87504-0909

Re: Family Transfer for Lorenzo Ortega

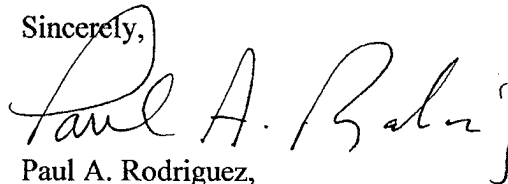
Dear William,

Regarding submittal for a 3 lot land division for Lorenzo Ortega, would you please remove our submittal from the Planning Commission and place it on the Summary Committee schedule? We are changing our concept from three lots to two lots. New copies of the plat are enclosed herewith for your review and submittal. We wish to divide Lot 6A into two lots. The lots will be known hereafter as; Lot 6A1 (1.760 acres, more or less) and will be retained by the applicant and Lot 6A2 (0.755 acres, more or less) will be transferred to his adult son. Access to these lots is to be the same via an existing easement known as "Monte Carlo" (32.00' Right of Way easement).

The subject property is known as Lot 6A, Governor Miles Subdivision, 4124 Monte Carlo, within Section 09, T16N, R9E, N.M.P.M., City and County of Santa Fe, New Mexico. All as shown on an attached proposed family Transfer Lot Split plat submitted herewith.

If you have any questions, suggestions or comments regarding this submittal, please feel free to call me at any time.

Sincerely,

A handwritten signature in cursive script that reads "Paul A. Rodriguez". The signature is written in dark ink and is positioned above the printed name.

Paul A. Rodriguez,  
President, Paramount Surveys, Inc.



**City of Santa Fe, New Mexico**

# **Exhibit D**

**Photographs**



View of Monte Carlo Looking South



Property Entrance

WELL AGREEMENT

This agreement made this day November 23, 1982, between Jerry and Diana Isaacs and Ralph and Cecile Roy. Isaacs' owning well #RG-35756 located on Lot 6A of the Governor Miles Subdivision at SW $\frac{1}{4}$ , Section 9, Township 16 north, Range 9 east, N.M.P.M., Santa Fe County, New Mexico. Roy's owning Lot 6B of the same subdivision. This agreement is entered into by both partys concerned to provide for orderly operation and maintenance of Well #RG-35756. Lot 6A shall arrange for all regular maintenance and repairs of the well pump and storage tank. If an emergency should arise, whoever is available at the time shall have well repaired at a reasonable cost to both parties. Cost of maintenance to the well shall be prorated to the proportion of water being used by both parties and any other connection being used at the time of repairs. Each party shall be responsible for the upkeep of their equipment from the well pump to their property. Lot 6B shall have an easement of 30' in width for the installation and upkeep of the equipment to transport water from well #RG-35756 to their property. Lot 6B shall be limited to one (1) acre foot or 1/3 the well production. Lot 6B agree to pay Lot 6A \$5.00 a month for the cost of electricity to operate the well pump, adjustable to reflect changes from current rates. The provisions of this Agreement will be considered to constitute a benefit and covenant co-existing with the lands described herein and shall be irrevocable and binding on the owners thereof, or their heirs and/or assigns.

The foregoing instrument was acknowledged before me this 23rd day of November, 1982.

*[Signature]*  
Notary Public  
Commission expires 4/5/85

WELL AGREEMENT

491442

THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of May, 1984, by and between WILLIAM BRADSHAW and LOU A. BRADSHAW, husband and wife, and NINA BRADSHAW, a single woman, referred to hereafter as the "Bradshaws", and CECILE ROY, dealing in her separate property referred to hereafter as "Mrs. Roy".

WITNESSETH:

RECITALS

A. The Bradshaws are the owners of the following described real estate situate in the County of Santa Fe, New Mexico, referred to hereafter as the "Bradshaw Lot":

Lot 6A, containing 2.501 acres, more or less. As shown and delineated on the "Replat of Lot 6, Governor Miles Subdivision, SW/4, Section 9, Township 16 North, Range 9 East, Santa Fe County, New Mexico, filed December 31, 1980 as Document No. 471,147 records of Santa Fe County, New Mexico.

B. Mrs. Roy is the owner of the following described real estate situate in the County of Santa Fe, New Mexico referred to hereafter as the "Roy Lot":

Lot 6B, containing 2.501 acres, more or less. As shown and delineated on the "Replat of Lot 6, Governor Miles Subdivision, SW/4, Section 9, Township 16 North, Range 9 East, Santa Fe County, New Mexico, filed December 31, 1980 as Document No. 471,147 records of Santa Fe County, New Mexico.

C. Prior to Mrs. Roy's purchase of Lot 6B from the Bradshaws' predecessor in interest being Jerry and Diana Isaacs,

I hereby certify that this instrument was filed  
recorded on the 25 day of MAY, A.D. 1984  
at 4:18 o'clock P.M.  
and was duly recorded in book  
page 542-498 of the records of Santa Fe County.  
Cathy L. L... Deputy  
County Clerk, Santa Fe County, N.M.  
Witness my Hand and Seal of Office  
ANGIE VIGIL, C.T. 2

Exhibit "3"

there was existing on Lot 6A a water well, designated as Well No. RG35756 (hereafter "Well"). Said Well No. RG35756 is depicted on the Plat of Survey attached hereto as Exhibit "A" and incorporated herein. As part of the purchase agreement (hereafter "purchase agreement") for the sale of Lot 6B, such agreement dated March 7, 1982, the Isaacs agreed that Mrs. Roy would have the right to draw water from the Well, provided a Well Agreement was executed by the parties and that Mrs. Roy purchased and installed at her expense, a water meter and separate storage tank for that water used on Lot 6B.

D. The Isaacs and Mrs. Roy executed a well agreement on November 23, 1982 (hereafter "first well agreement") which was recorded in the county records of Santa Fe County on March 14, 1983 in Book 458 at pages 457-458.

E. The parties herein desire to rescind the first well agreement and enter into the following well agreement which reduces to writing the intent of the purchase agreement and which replaces the first well agreement so as to provide for the sharing of water produced from the well and to provide for the orderly operation and maintenance of the well's use.

NOW, THEREFORE, the parties agree as follows:

1. Mrs. Roy shall have the right to use water from the well. The use of the well shall be for domestic purposes. Mrs. Roy shall be entitled to use no more than one (1) acre foot of water per year, but in the event the well's capacity to produce falls below 3 acre feet per year, then Mrs. Roy shall be entitled



to no more than one-third (1/3) of the well's production.

2. Mrs. Roy shall, at her own expense, install a separate storage tank on Lot 5B and a water meter for purposes of storing water used by Lot 6B and for measuring water usage of Lot 6B. Said tank and meter are to be installed within forty-five (45) days of this agreement. Mrs. Roy shall not be entitled to use the water until the provisions of this paragraph are complied with.

3. The Bradshaws hereby grant Mrs. Roy an easement for purposes of maintaining, repairing or replacing the existing pipeline from the well to the common boundary of Lots 6A and 6B and for an easement in the event it becomes necessary to repair or replace the pipe, or to do anything necessary to maintain the well in operating condition. The boundary of the preceding easement is limited to the following: the length of the easement runs in a North-South direction along the existing pipeline (hereafter "pipeline") from the well to the common boundary of Lots 6A and 6B and is approximately 30 feet in length, all as described on Exhibit "A"; and the width of the easement is 5 feet on either side of the pipeline for a total of 10 feet in width.

4. The Bradshaws shall arrange for all regular maintenance, repairs and replacement of the well's pump and storage tank located on Lot 6A. Each party shall be responsible for the repairs and maintenance of pipes, valves, and other equipment serving only that party's lot. If leaks or problems cause a drain on the water supply by reason of Mrs. Roy's pipeline or water usage, the Bradshaws may require prompt repairs or effect

repairs at Mrs. Roy's expense or discontinue the water supply until such repairs can be completed. The cost of any maintenance, repairs or replacements or work on the well itself shall be borne equally by the parties including third party users.

5. In the event the well shall cease to produce water through the lack of maintenance or repair, Mrs. Roy may request the Bradshaws to remedy same. Thereafter, in the event the Bradshaws shall choose not to repair or shall otherwise fail to take reasonable action to remedy same, Mrs. Roy may cause action to be taken to restore the water production at her expense and the ~~Isaacs~~ <sup>BRADSHAW</sup> shall not be entitled to use water therefrom until they have paid their share of the cost taking into account third party users if connected to the well.

6. The parties agree to pay equally for the cost of installing an electric meter on the well for purposes of determining the cost of electricity for operating the well. This meter is to be installed within forty-five (45) days from the date of this agreement. In the interim period, Mrs. Roy agrees to pay the Bradshaws Five Dollars (\$5.00) per month for the electricity used to operate the well. After said meter is installed, Mrs. Roy will pay the Bradshaws each month her share of the electric cost for operating the well. Her proportionate share of the cost will be calculated by taking the number of gallons used by Lot 6B and dividing it by the total number of gallons of water produced by the well each month. To accomplish this calculation, all parties shall have the right to read the water meter servicing Lot 6B.



7. Mrs. Roy shall pay all repair and replacement bills, maintenance fees or electric charges within 10 days of presentation of such bills in writing. If any party pays more than their share toward the replacement, repair or maintenance of the well system, the other party shall reimburse such excessive amounts within the above specified time period. If payment is not made as required above, then such unpaid amount shall bear interest at the rate of twelve per cent (12%) from the due date until the date of payment and the Bradshaws shall have the right to cut off the water supply until the unpaid amount is paid.

8. Any and all controversies arising under this contract shall be resolved by arbitration. The parties may jointly agree in writing that only one person shall serve as arbitrator; and in the absence of such agreement, each shall select an arbitrator and the two so selected shall select a disinterested person as the third arbitrator. The parties on the arbitration panel shall proceed to resolve the controversy in accordance with the provisions of the New Mexico Uniform Arbitration Act (44-7-1, et seq, NMSA, 1978) and judgment on the decision rendered by the arbitration panel may be entered on any court having jurisdiction of the parties or the contract which is the subject of the arbitration proceeding.

9. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest to the parties hereto, and shall constitute covenants running with their respective lots. This agreement shall be recorded and filed in the Office of the County Clerk of Santa Fe County, New Mexico.

491447

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

W. A. Bradshaw  
WILLIAM BRADSHAW

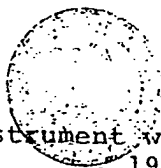
Nina Bradshaw  
NINA BRADSHAW

Lou A. Bradshaw  
LOU A. BRADSHAW

Cecile Roy  
CECILE ROY

ACKNOWLEDGMENTS

STATE OF NEW MEXICO  
COUNTY OF SANTA FE



OFFICIAL SEAL  
ERIC M. SOMMER  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Bond Filed with Secretary of State  
My Commission Expires

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of MAY, 1984, by William and Lou A. Bradshaw, husband and wife.

My Commission Expires:

12-6-87

Eric Sommer

STATE OF NEW MEXICO  
COUNTY OF SANTA FE



NOTARY PUBLIC  
OFFICIAL SEAL  
ERIC M. SOMMER  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Bond Filed with Secretary of State  
My Commission Expires

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of MAY, 1984, by Nina Bradshaw, a single woman.

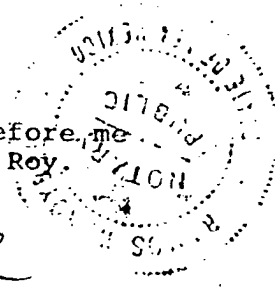
My Commission Expires:

12-6-87

Eric Sommer

NOTARY PUBLIC

STATE OF NEW MEXICO  
COUNTY OF SANTA FE



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of MAY, 1984, by Cecile Roy.

My Commission Expires:

2-24-87

Eric Sommer  
NOTARY PUBLIC

AFFIDAVIT OF REINSTATEMENT  
OF WELL AGREEMENT

633053

STATE OF )  
          ) ss  
COUNTY OF )

The Affiant, first being duly sworn, states upon her oath the following:

1. My name is Nina Bradshaw Harris and my address is Brocks Tower, 1020 15th Street, Suite 28L, Denver, CO 80202.

2. I am the owner of Tract A, Lot 6, Miles Subdivision, on which is located well #RG35756.

3. A well agreement between George Bennett and my predecessor in interest of said tract A above, Jerry Isaacs, was filed on April 9, 1984, appearing in Book 487, at page 352, copy of which is attached as Exhibit A.

4. Affidavit of Default and Notice of Termination of Easement was filed on February 8, 1988, appearing in Book 603, at page 508, copy of which is attached as Exhibit B.

5. All terms, conditions, and provisions of said prior agreement filed on April 9, 1984, appearing in Book 487, at page 352, are hereby renewed in effect to the same extent as before.

6. A copy of this affidavit has been mailed to George Bennett at 2801 Rodeo Road, Suite B-530, Santa Fe, New Mexico 87505, this 29 day of November, 1988.

7. The above statements are all true to the best of my knowledge and belief.

Nina Bradshaw Harris  
NINA BRADSHAW HARRIS

SUBSCRIBED AND SWORN to before me this 12th day of ~~August~~ September 1988.

MAILED  
NOTARY

Commission Expires: 6-6-91

[Signature]  
Notary Public



STATE OF NEW MEXICO  
COUNTY CLERK  
This instrument was filed for record on 12 day of September 1988, at 11:30 o'clock AM and is recorded in Book 633 page 53 of the records of Santa Fe County. Witness my hand and Seal of Office.  
\_\_\_\_\_  
County Clerk, Santa Fe County, N.M.  
[Signature]  
Deputy

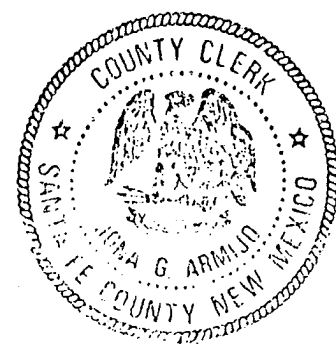


Exhibit "4"

350686

# DECLARATION OF RESTRICTIONS

For land as shown on that certain plat filed in the office of the County Clerk of Santa Fe County on the fourth (4) day of November 1975 and recorded in Book 47, page 5, Records of Santa Fe County, New Mexico

WHEREAS, The Heirs of John E. Miles, are the owners of certain land and real estate lying within the limits of Santa Fe County, State of New Mexico, and are desirous of selling land for residential lots; and

WHEREAS, Heirs of John E. Miles, are desirous of protecting the purchasers of said residential lots by placing upon all of said land and real estate so to be sold, as aforesaid, adequate restrictions for the protection of the purchasers thereof;

NOW THEREFORE, The Heirs of John E. Miles, hereby declare that the following restrictions shall apply to all lands sold within the hereinafter described area from the date hereof, and that all deeds executed covering any land or real estate within said area shall contain the following restrictions by reference, and said restrictions shall be construed as running with the land and shall be binding upon all purchasers and successors in interest thereof or thereto as hereinafter set out; The enforcement of these Restrictions and Covenants will be the responsibility of the majority of the property owners.

A. All Lots in the tract shall be known and described as residential lots and each lot may be subdivided into smaller residential parcels provided that said subdividing is in accordance with all City, and County rules and regulations governing such division, and that owner complies with all safety and health regulations as required by the EIA or any lawful governing body. If any parcel is subdivided, said parcel may contain only one main residential home, studio or guest home may be permitted; but under no circumstances will studio or guest home be subdividable. Walls, fences, or corrals may be permitted in connection with use of said premises for dwelling purposes.

B. No building shall be erected, placed or altered on any lot of this subdivision that does not conform to these regulations and restrictions.

C. No building shall be erected on any lot nearer than 40 feet from the front lot line nor 25 feet from any side lot lines, nor 25 feet from rear lot line.

D. No noxious or offensive trade or activity shall be carried on, upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

PAGE 1

405,705  
STATE OF NEW MEXICO  
COUNTY OF SANTA FE  
I hereby certify that this instrument was filed  
for record on the 22 day of 11/14/75  
1977 at 10:15 o'clock A.M.  
and duly recorded in my book 350  
page 684 of the records of Santa Fe County.  
DANNY ORTIZ  
County Clerk, Santa Fe County, N.M.

continued  
I hereby certify that this instrument was filed  
for record on the 22 day of 11/14/75  
1977 at 10:15 o'clock A.M.  
and duly recorded in my book 350  
page 684 of the records of Santa Fe County.  
DEPUTY

357 686 1/2

DECLARATION OF RESTRICTIONS (cont.)

E. No trailer, mobile home, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No outdoor toilet shall be erected or placed on said tract except as may be necessary during the construction of residence, and in no event shall same be left standing for a longer period than six months.

F. No dwelling erected on said tract shall consist of less than 1200 square feet in ground floor area of the main structure, exclusive of one-story open porches and garages, in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half story structure; provided, however, that said restrictions as to floor area of dwellings shall not apply to any studio or guest house erected on any such tract of land in addition to the dwelling erected thereon. No dwelling house erected on said tract shall be of less value than twenty-five thousand (\$25,000.00) dollars.

G. The electric light and power company, or companies, shall have right of ingress and egress to and from said tract for the purpose of installation of any and all equipment, and for the performance of any and all acts necessary for the construction, installation and maintenance of light and power service to any lot or tract of land within said subdivision; provided, however, that in constructing said light and power lines, same shall be so constructed as not to interfere with any building erected or to be erected; and provided, further, that no such light or power line shall be constructed over or across any building plot so as to pass in front of the main frontage of any dwelling house erected or to be erected upon said building plot.

H. No bill boards or advertising signs other than real estate signs for the sale of the particular lot or lots described shall be erected or placed on said property or any part hereof.

I. Said land shall not be used for camping ground, factory or any trade business or industrial purpose, but only for residential purposes.

J. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

## DECLARATION OF RESTRICTIONS (cont.)

K. If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so going or to recover damages or other dues for such violation.

L. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

M. Horses are permitted with a limit of 3 per 2½ parcel. Other large animals such as cows, sheep, goats, pigs and poultry are not allowed. In addition, livestock must be adequately fenced in in order that they not create a nuisance by running loose. Also, waste shall be removed at regular intervals and disposed of so as to carry out the intent of this restriction.

N. Lots 2, 9, 4, 11, 6 and 13 have a 16' easement for a road along the east boundary. Lots 1, 8, 3, 10, 5 and 12 have a 16' foot easement along the west boundary for a road.

O. Lots 9, 10, 11, 12, 13, and 15 have a 16' foot easement along the South boundary for a road.

P. These restrictions and covenants supercede restrictions previously recorded for this development.

# City of Santa Fe, New Mexico

# memo

**DATE:** March 19, 2014, for the April 3, 2014 Meeting

**TO:** Summary Committee

**VIA:** Matthew S. O'Reilly, P.E., Director, Land Use Department *MSO*  
Tamara Baer, ASLA, Planning Manager, Current Planning Division *TB*

**FROM:** William Lamboy, AICP, Senior Planner, Current Planning Division *W.L.*

## 3600 CERRILLOS ROAD LOT SPLIT

**Case #2014-20.** 3600 Cerrillos Road, The Lofts, Lot Split. John Patterson, Attorney, agent for The Lofts Condominium Owners Association, requests plat approval to divide approximately 8.06 acres into two lots. The property is zoned C-2 (General Commercial). (William Lamboy, Case Manager)

## RECOMMENDATION

The Land Use Department recommends **Approval** with the Conditions of Approval as outlined in this report.

## BACKGROUND & SUMMARY

The property is zoned C-2 (General Commercial). In accordance with § 14-6.3(B)(5)(b) the accessory uses and structures permitted in C-2 districts "include dwelling units for occupancy only by owners or employees of owners, including live/work spaces..."

The proposed land division would create two tracts: Tract 2-A, 3600 Cerrillos Road, containing approximately 4.91 acres; and Tract 2-B, 3600 Cerrillos Road, 3.15 acres. Both tracts are developed. The purpose of the lot split is to withdraw Tract 2-B from the existing Condominium.

The property which had been part of a borrow pit was annexed in the 1970s and

consequently that portion within 800 feet of Cerrillos Road was rezoned from C-1 to C-2. As a result, the property ended with a split zoning with the southern tract zoned R-1 while the northern was zoned C-2. The Lofts was developed over a series of phases beginning in late 1995. The original phases were developed under C-2 District regulations without requiring a development plan. In 1998, the southern tract was rezoned from R-1 to C-2. Tract 2-A, the Condominium, is built-out and comprises "The Lofts" a mixed-use, live-work community in 7 separate buildings. Tract 2-B contains Building 700. Additional buildings could be developed on Tract 2-B in the future.

The property is accessed directly from Cerrillos Road. Secondary access is provided via a platted easement referred to as "Future Camino de los Arroyos" on the Easement Plat. A condition of approval requires amending the existing right-of-way to measure a consistent 38 feet in width. In addition, a 15-foot wide trail easement shown on the Easement Plat shall be shifted north to be adjacent to the amended right-of-way.

The property is accessible – and connected - to City utilities. A separate sewer service line serving Building 700 on proposed Tract 2-B must be shown and labeled on the easement plat. A second dumpster enclosure must be shown on the plat as well.

## CONDITIONS OF APPROVAL

*Any staff conditions noted in the attached memoranda and not listed in the recommended conditions of approval have already been addressed on the plat.*

Staff recommends the following conditions of approval:

1. Staff redline comments will be provided to the surveyor who shall address all issues and submit the corrected plat in Mylar.
2. The Developer shall amend the existing Right-of-Way (ROW) along the southern boundary of Tract 2-B, (containing 0.306± acres,) to measure a consistent 38' in width from the southern boundary of the existing ROW area described in the records of Santa Fe County Plat Book 495, pages 31-34, by a line having a length of 434.41' and bearing S85°56'07"W.
3. The Developer shall retain the 15' wide non-vehicular trail easement shifting it north so that it is adjacent to the ROW as amended above.
4. Complete all unfinished site work and City requirements such that a project acceptance letter is issued by the City and the amount of the letter of credit (initially established in 2002) is reduced to satisfy warranty requirements only. Specific requirements for major items of completion are detailed in the attached letter from the Land Use Director dated April 18, 2011. Additionally, if the lot split is approved, other items may be identified by a site inspection.
5. Complete the third emergency access road along the southern boundary of



the parcel to connect Camino de los Arroyos to the existing fire access on the east side of the property.

6. The property owners shall maintain the emergency access road.
7. A grading permit for bank stabilization and erosion control is required.
8. Records available to the Wastewater Division indicate that there is a separate sewer service line serving Building 700 on proposed Tract 2-B. Show and label on the easement plat.
9. Identify the location of all storm water storage, piping, and appurtenances, and if appropriate, identify drainage easements necessary for a lot split.
10. Maintain easement for fire department access to existing buildings; and label on the Easements Plat.
11. Show location of both dumpster enclosures on the plat.
12. Amend the existing Easement Plat in accordance with the Conditions of Approval and incorporate as part of the Lot Split Plat.

#### **ATTACHMENTS:**

##### **EXHIBIT A: City Staff Memoranda**

1. Fire Marshal Memorandum, Rey Gonzales
2. City Engineer for Land Use Memorandum, R. B. Zaxus
3. Waste Water Division Engineer Memorandum, Stan Holland

##### **EXHIBIT B: Maps**

1. Zoning
2. Aerial View

##### **EXHIBIT C: Applicant Materials**

1. Letter of Application
2. Easement Plat for the Lofts, A Condominium, Sheets 495031 & 495034

##### **EXHIBIT D: Photographs**

**City of Santa Fe, New Mexico**

# **Exhibit A**


**City Staff Memoranda**

# City of Santa Fe, New Mexico

## memo

**DATE:** March 3, 2014

**TO:** William Lamboy , Case Manager

**FROM:** Reynaldo Gonzales, Fire Marshal 

**SUBJECT:** Case #2014-20 The Lofts

I have conducted a review of the above mentioned case for compliance with the International Fire Code (IFC) Edition. If you have questions or concerns, or need further clarification please call me at 505-955-3316.

1. Shall maintain easement for fire department access to existing buildings

**Prior to any new construction these requirements must be met:**

1. All Fire Department access shall be no greater than a 10% grade throughout and maintain 20' min. width.
2. Fire Department Access shall not be less than 20 feet width to any new construction.
3. Shall meet driveway requirements as per IFC.
4. Fire Department shall have 150 feet distance to any portion of the building on any new construction.
5. Shall have water supply that meets fire flow requirements as per IFC or install an automatic sprinkler system.

DATE: March 12, 2014

TO: Bill Lamboy  
Case Manager

FROM: Risana B "RB" Zaxus, PE  
City Engineer for Land Use Department

RE: 3600 Cerrillos Road, The Lofts Lot Split  
Case # 2014-20

---

The following review comments are to be considered conditions of approval:

\*Identify FIRM number and effective date.

\*Identify the type (access?) of easements shown by hatching, and whether they are existing or to be granted.

\*Identify location of all stormwater storage, piping, and appurtenances, and if appropriate, identify drainage easements necessary for a lot split.

\*Complete all unfinished site work and City requirements such that a project acceptance letter is issued by the City and the amount of the Letter of Credit (initially established in 2002) is reduced to satisfy warranty requirements only. Specific requirements for major items of completion are detailed in the attached letter of 4/18/11 from the Land Use Director. Additionally, other items may be identified by a site inspection.



# City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Rosemary Romero, Dist. 2

Miguel M. Chavez, Dist. 3

Carmichael A. Dominguez, Dist. 3

Matthew E. Ortiz, Dist. 4

Ronald S. Trujillo, Dist. 4

April 18, 2011

Don Wiviott  
The Lofts, LLC  
3600 Cerrillos Road, Suite 718  
Santa Fe, NM 87507

Re; REQUEST TO RELEASE THE LOFTS LETTER OF CREDIT

Dear Mr. Wiviott,

I am writing in response to your request to release the \$116,206.04 Letter of Credit for the Lofts at 3600 Cerrillos Road. As we have discussed, there are two outstanding issues that must be resolved prior to the City releasing the requirement for the Letter of Credit. First, the Fire Department requires that the third emergency access road be installed. Second, the \$15,000 'place holder' Condition of Approval that was required as part the 1998 re-zoning case to extend the public road over the arroyo tributary to the east of the property.

The only field work that still needs to be completed is the third emergency access road along the southern boundary of the parcel to connect Camino de los Arroyos to the existing fire access on the east side of the property. This third emergency access does not need to meet public street standards. Fire code does not require asphalt for the access. However because of existing erosion problems, asphalt surface with curb and gutter are recommended. Regardless of the surfacing, the Lofts must agree to maintain the emergency access road. No gate is required on the third fire access road. However, if you choose to install a gate for security purposes, the Fire Department must approve the design and access mechanism.

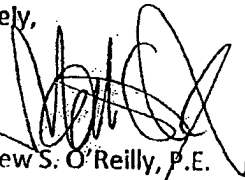
A grading permit will be required for the construction of the third emergency access. Questions about the submittal requirements can be directed to Wendy Blackwell, Technical Review Division Director at 955-6127.

As you know, there is no current plan to extend Camino de los Arroyos to the east. Therefore, the Lofts can petition the City Council to waive the \$15,000 'place holder' Condition of Approval that was required as part the re-zoning case to extend the public road over the arroyo tributary to the east of the property. As you have agreed, in order to retain the right to make Camino de los Arroyos a public road in the future, the Lofts has agreed to maintain the existing public right-of-way easement in the location of the third emergency access road.

The current Letter of Credit expires on June 4, 2011. In order for the City to draw down any of the Letter of Credit, the third emergency access road must be installed, inspected and accepted by the City. If this does not occur prior to May 4, 2011, we will require that the Letter of Credit be extended.

If you have questions about these issues, please contact me directly at 955-6617.

Sincerely,



Matthew S. O'Reilly, P.E.  
Land Use Department Director

cc: Wendy Blackwell, Technical Review Decision Director  
RB Zaxus, P.E., City Engineer for Land Use

MSO/wmb

# City of Santa Fe, New Mexico

# memo

**DATE:** February 27, 2014  
**TO:** William Lamboy, Case Manager  
**FROM:** Stan Holland, Engineer, Wastewater Division  
**SUBJECT:** Case #2014-20 3600 Cerrillos Road, The Lofts Lot Split

---

The subject properties are accessible to the City sanitary sewer system.

The following notes shall be added to the plat as a condition of approval:

- Each lot shall be served by its own separate sewer service line.

Records available to the Wastewater Division indicate that there is a separate sewer service line serving Building 700 on proposed Tract 2-B

# City of Santa Fe, New Mexico

# memo

**DATE:** March 13, 2014

**TO:** William Lamboy, Land Use Division

**VIA:** John J. Romero, Traffic Engineering Division Director *JR*

**FROM:** Sandra Kassens, Engineer Assistant *SK*

**SUBJECT:** 3600 Cerrillos Road, The Lofts, Lot Split. (Case# 2014-20)

---

**ISSUE:**

John Patterson, Attorney, agent for The Lofts Condominium Owners Association, requests plat approval to divide approximately 8.06 acres into two lots. The property is zoned C-2 (General Commercial).

**RECOMMENDED ACTION:**

Review comments are based on submittals received on February 26, 2014. The comments below should be considered as Conditions of Approval to be addressed prior to subsequent submittal unless otherwise noted:

1. The Developer shall amend the existing Right-of-Way (ROW) along the southern boundary of Tract 2-B, (containing 0.306± acres,) to measure a consistent 38' in width from the southern boundary of the existing ROW area described in plat book 495, pages 31-34, by a line having a length of 434.41' and bearing S85°56'07"W; and
2. The Developer shall retain the 15' wide non-vehicular trail easement shifting it north so that it is adjacent to the ROW as amended above.

If you have any questions or need any more information, feel free to contact me at 955-6697. Thank you.



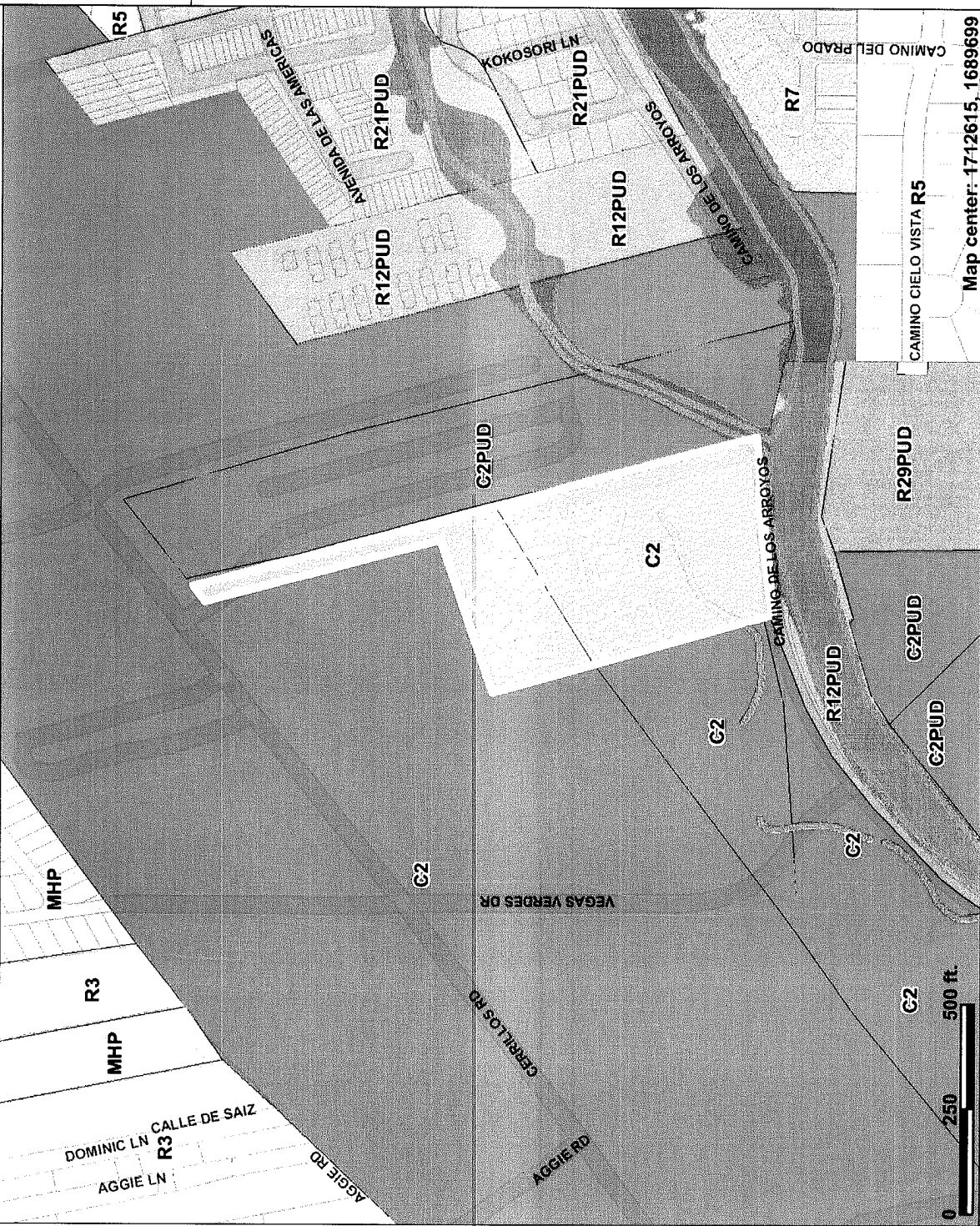
**City of Santa Fe, New Mexico**

# **Exhibit B**

**Maps**

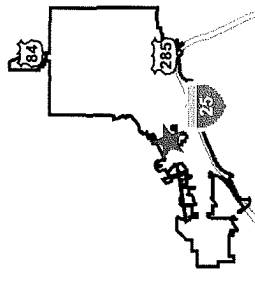


# 3600 Cerrillos Road - The Lofts - Zoning



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Map center: 1712615, 1689699



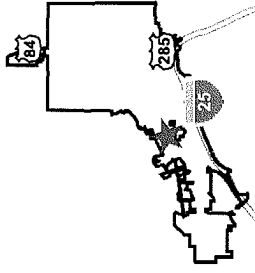
## Legend

- City Limits
- Hydrology
- Parcels
- Airport Clear Zones
- FEMA Floodplain December 4, 2012 (100 yr)
- Zoning
  - RR Rural Residential
  - R1, (PUD) Single - Family 1du/ac.
  - R2, (DT), (PUD), (AC) Single - Family 2du/ac
  - R3, (PUD) Single - Family 3du/ac
  - R4 Single - Family 4du/ac
  - R5, (DT), (PUD), (AC), R6 Single - Family 5-8du/ac
  - R7, (I), (PUD), R8 Single - Family 7-8du/ac
  - RC5, RCSAC Compound 5du/ac
  - RC8, RC8AC Compound 8du/ac
  - R10, (PUD) Multiple - Family 10du/ac
  - R12, (PUD) Multiple - Family 12du/ac
  - R21, (PUD) Multiple - Family 21du/ac
  - R29, (PUD), (AC) Multiple - Family 29du/ac



Scale: 1:4,425

# 3600 Cerrillos Road - The Lofts - 2011 Aerial



## Legend

- City Limits
- Hydrology
- Parcels
- Airport Clear Zones
- FEMA Floodplain December 4, 2012 (100 yr)
- Other Roads and Streets
- 2011 Aerial Photography - 1 foot resolution



Scale: 1:4,463

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

**City of Santa Fe, New Mexico**

# **Exhibit C**

**Applicant Materials**

MARK K. ADAMS  
BRUCE HALL  
JOHN P. SALAZAR  
JOHN P. BURTON  
CATHERINE T. GOLDBERG  
EDWARD RICCO  
W. MARK MOWERY  
PATRICK M. SHAY  
ELLEN T. SKRAK  
HENRY M. BOHNHOFF  
CHARLES K. PURCELL  
ANDREW G. SCHULTZ  
SCOTT D. GORDON  
NELSON FRANSE  
THERESA W. PARRISH  
PAUL R. KOLLER  
CHARLES J. VIGIL  
THOMAS L. STAHL  
DAVID W. BUNTING  
LESLIE MCCARTHY APODACA  
JEFFREY M. CROASDELL  
SUNNY J. NIXON  
JEFFREY L. LOWRY  
R. TRACY SPROULS  
DONALD B. MONNHEIMER  
ALAN HALL  
JULIE P. NEERKEN  
THOMAS A. OUTLER  
SETH L. SPARKS  
LISA CHAVEZ ORTEGA  
JOCELYN C. DRENNAN

MICHAEL J. BRESCIA  
AARON C. VIETS  
KURT B. GILBERT  
RICK BEITLER  
JUSTIN A. HORWITZ  
SANDRA L. BEERLE  
TODD E. RINNER  
CHARLES R. HUGHSON  
JOSE R. BLANTON  
VALERIE REIGHARD DENTON  
BRENDA M. SAIZ  
BRIAN P. BRACK  
CRISTINA A. ADAMS  
MICHAEL E. KAEMPER  
MARGOT A. HEFLICK  
KRYSTIE A. THOMAS  
GLENN A. BEARD  
GINA T. CONSTANT  
ROBERT L. LUCERO  
TYLER M. CUFF  
KEVIN J. BANVILLE  
DENISE M. CHANEZ  
ROBERT J. SANCHEZ  
JENNIFER L. HOLLANDER  
STEPHEN R. MARSHALL  
SHANNON M. SHERRELL  
RICHARD E. HATCH  
JESSICA R. TERRAZAS  
TARA L. EDMON  
ELYSE A. ECKART  
MATTHEW M. BECK

RODEY, DICKASON, SLOAN, AKIN & ROBB, P. A.

ATTORNEYS AT LAW  
SANTA FE OFFICE

119 EAST MARCY STREET, SUITE 200  
SANTA FE, NEW MEXICO 87501-2034

P.O. BOX 1357  
SANTA FE, NEW MEXICO 87504-1357  
WWW.RODEY.COM

TELEPHONE (505) 954-3900  
FACSIMILE (505) 954-3942

OF COUNSEL  
JOHN D. ROBB  
ROBERT M. ST. JOHN  
RICHARD C. MINZNER  
JO SAXTON BRAYER  
DEWITT M. MORGAN  
CHARLES A. SEIBERT III  
CYNTHIA A. LOEHR  
PERRY E. BENDICKSEN III  
JOHN N. PATTERSON

BERNARD S. RODEY (1856-1927)  
PEARCE C. RODEY (1889-1958)  
DON L. DICKASON (1908-1998)  
WILLIAM A. SLOAN (1910-1983)  
JACKSON G. AKIN (1919-2010)

ALBUQUERQUE OFFICE  
201 THIRD STREET NW, SUITE 2200  
ALBUQUERQUE, NEW MEXICO 87102  
P.O. BOX 1888  
ALBUQUERQUE, NEW MEXICO 87103  
TELEPHONE (505) 765-5900  
FACSIMILE (505) 768-7365

WRITER'S DIRECT NUMBER  
(505) 954-3921

JPATTERSON@RODEY.COM

February 24, 2014

William A. Lamboy  
Senior Planner  
Current Planning Division  
City of Santa Fe

RE: Lot Split Application, 3600 Cerrillos Road

Dear Mr. Lamboy:

I deliver to you with this letter an application for a lot split at 3600 Cerrillos Road. This application is made by the Lofts Condominium Association, the governing body for The Lofts, a Condominium, which includes all the land subject to the requested lot split.

This application is part of a settlement reached in pending litigation between the association and the original developer, Lofts, LLC. If the lot split is approved, the association has agreed that Lofts Investment Group, LLC, assignee of all the rights of Lofts, LLC, will withdraw Lot 2B from the condominium. This proposed lot contains one building, known as the "700 Building". The dwelling units in this building were never added to the condominium.

The parties have executed a document granting reciprocal easements to serve both tracts. This document will be recorded simultaneously with the lot split plat, assuming it is approved. These easements are shown on the plat delivered to you by the surveyor.

The parties to this settlement also want to dispose of one item of unfinished business related to the property. As described in the letter from Mr. O'Reilly included with this letter, some improvement needs to be made for fire department access along the southerly boundary. It is part of the settlement that the letter of credit mentioned in





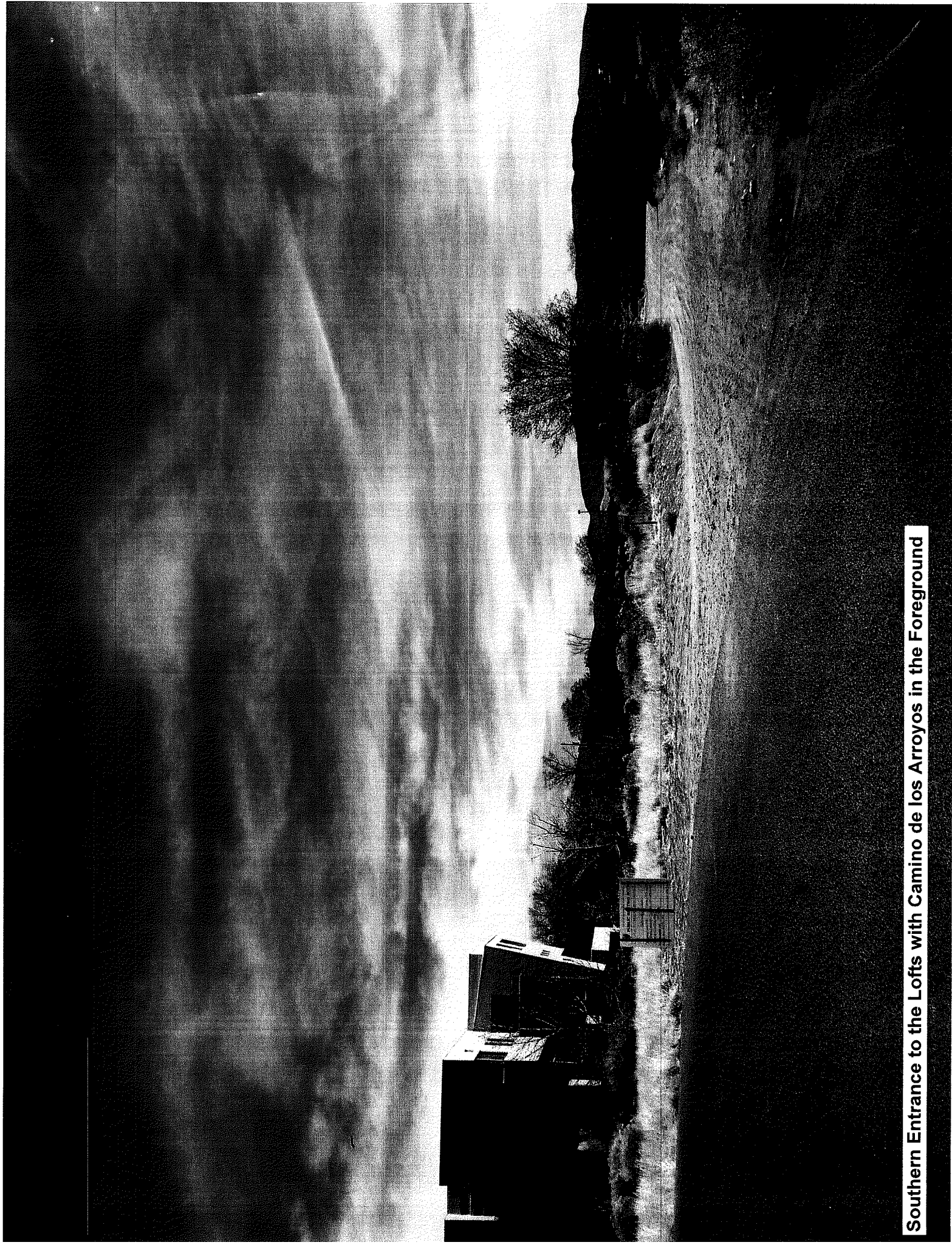


**City of Santa Fe, New Mexico**

# **Exhibit D**

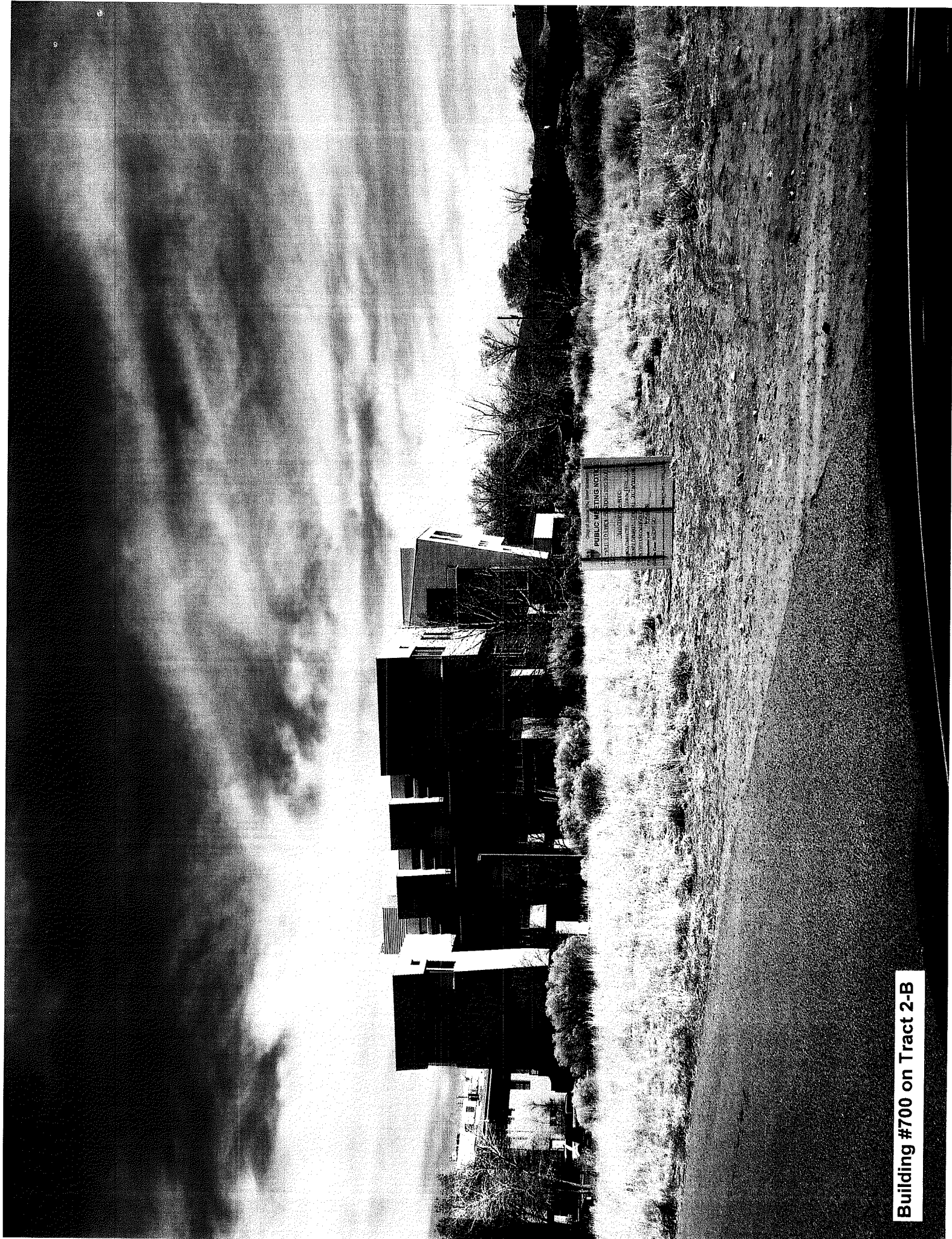
**Photographs**





Southern Entrance to the Lofts with Camino de los Arroyos in the Foreground

Building #700 on Tract 2-B







The Lofts - Cerrillos Road Entrance