



# Agenda

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**SUMMARY COMMITTEE**  
**Thursday, July 11, 2019 - 11:00am**  
**City Council Chambers**  
**City Hall 1<sup>st</sup> Floor – 200 Lincoln Avenue**

- A. ROLL CALL**
- B. APPROVAL OF AGENDA**
- C. APPROVAL OF MINUTES:**  
June 6, 2019

- D. OLD BUSINESS**
- E. NEW BUSINESS**

1. **Case #2019-51. Tract B Lot Split.** Armijo Surveying, Inc., Agent, for PH Properties LLC, Owner, request a lot split to divide approximately 3.6 acres to create two Tracts (Tract B-1 at 1.85+/- acres and Tract B-2 at 1.75+/- acres). The property is located within township 17 N, Range R10E Projected section (SW1/4) 7, near the intersection of Camino Encantado and Encantado Drive. The property is zoned R-1 (Residential-one dwelling unit per acre). A portion of the property is located in the Ridgetop Subdistrict of the Escarpment Overlay, the Mountainous and Difficult Overlay and the Suburban Archeological Review District. (Dan Esquibel, Case Manager, [daesquibel@santafenm.gov](mailto:daesquibel@santafenm.gov), 955-6587).
2. **Case #2019-53. 314 N. Guadalupe Lot Split.** Liaison Planning, Agent, for First Tracts, LLC, and Cynthia Eck, Owners, request a lot split to divide approximately 0.69 acres to create two lots (Lot 1 at 0.30+/- acres and Lot 2 at 0.39+/- acres). The property is zoned BCDWES (Business Capital District- Westside Townscape) and is located within the Westside-Guadalupe Historic District and Historic downtown Archeological Review District. (Dan Esquibel, Case Manager, [daesquibel@santafenm.gov](mailto:daesquibel@santafenm.gov), 955-6587).

- 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.**

**RECEIVED AT THE CITY CLERK'S OFFICE**

**DATE: June 21, 2019**

**TIME: 2:45 PM**

**SUMMARY INDEX  
CITY OF SANTA FE  
SUMMARY COMMITTEE MINUTES  
July 11, 2019**

<b>ITEM</b>	<b>ACTION</b>	<b>PAGES</b>
A. ROLL CALL	Quorum Present	1
B. APPROVAL OF AGENDA	Approved as presented	1
C. APPROVAL OF MINUTES - June 6, 2019	Approved as presented.	1
D. OLD BUSINESS	None	1
E. NEW BUSINESS		
1. <u>Case #2019-51.</u> Tract B Lot Split.	Approved with Conditions And Technical Corrections	2-5
2. <u>Case #2019-53.</u> 314 N. Guadalupe Lot Split	Approved with Conditions And Technical Corrections	6-7
F. STAFF COMMUNICATIONS	None	7
G. MATTERS FROM THE COMMITTEE	None	7
H. ADJOURNMENT	Adjourned at 11:50 a.m.	8

**MINUTES OF THE MEETING  
OF THE CITY OF SANTA FÉ  
SUMMARY COMMITTEE  
July 11, 2019**

A regular meeting of the City of Santa Fe Summary Committee was called to order by Commissioner Lee Garcia, Chair, on the above date at approximately 11:10 a.m. in the City Council Chambers, City Hall, Santa Fe, New Mexico.

**A. ROLL CALL**

**MEMBERS PRESENT:**

Lee Garcia, Chair  
Brian Gutierrez

**MEMBERS EXCUSED:**

Janet Clow, Secretary

**OTHERS PRESENT:**

Noah Burke, Planner Manager  
Dan Esquibel, Planner Senior  
Sally Paez, Assistant City Attorney  
Melissa D. Byers, Stenographer

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

**NOTE:** All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file at the City Land Use Department.

**B. APPROVAL OF AGENDA**

**MOTION:** Commissioner Gutierrez moved, seconded by Chair Garcia, to approve the Agenda, as presented. The motion was approved unanimously on a voice vote.

**C. APPROVAL OF MINUTES – June 6, 2019**

**MOTION:** Commissioner Gutierrez moved, seconded by Chair Garcia, to approve the minutes of the meeting of June 6, 2019, as presented. The motion was approved unanimously on a voice vote.

**D. OLD BUSINESS**

There was no Old Business.

## **E. NEW BUSINESS**

1. **Case #2019-51. Tract B Lot Split.** Armijo Surveying, Inc., Agent, for PH Properties LLC, Owner, request a lot split to divide approximately 3.6 acres to create two Tracts (Tract B-1 at 1.85+/- acres and Tract B-2 at 1.75+/- acres). The property is located within township 17 N, Range R10E Projected section (SW1/4) 7, near the intersection of Camino Encantado and Encantado Drive. The property is zoned R-1 (Residential- one dwelling unit per acre). A portion of the property is located in the Ridgetop Subdistrict of the Escarpment Overlay, the Mountainous and Difficult Overlay and the Suburban Archeological Review District.

### **Staff Report and Recommendation**

Mr. Esquibel stated that the Land Use Department is recommending approval with the conditions of approval as outlined in the staff report and the technical corrections included in Exhibit A of the staff report. There is only one motion required for this item. The Committee may either approve or deny the request, subject to the conditions. The applicant has gone through the typical DRT review and has met all the prerequisites for a lot split. There has been discussion regarding covenants relevant to this property, however, he believes, any issues have been resolved. A copy of the covenants is attached hereto as Exhibit "1". He stated that the agent, the applicant and the neighborhood association were present to address any questions.

### **Applicant's Presentation**

Mr. Paul Armijo, 33 Vereda Corta, was sworn. Mr. Armijo stated that he represents the property owner. They have received the staff report and agree with the conditions. He and the property owner are available to answer any questions.

Ms. Maureen Helfrich, 2101 Paseo del Monte, was sworn. She told the Committee that she just wanted to highlight some of the main points that are in the documents that were provided by Mr. Esquibel. She explained that the first page is the Memorandum of Agreement dated January 25, 1930 between the City of Santa Fe and John Dempsey. She stated that this agreement gave Dempsey the right to develop the land and set up a corporation. She then referred to the third page, which is the original warranty deed. This was a sale on April 2, 1943 from Santa Fe Estates, Inc. sold to Edward O. Johnstone for 6.05 acres. Paragraph III of the restrictive covenants on the warranty deed states that the "land shall not be sold, exchanged, transferred, devised or otherwise disposed of except as an entire tract of 2.5 acres." She then referred to the next page, the top of 589, which is relevant to the lot split. It says "it is further covenanted and agreed that the foregoing restrictions, covenants and agreements shall be held to run with and bind the land and hereby conveyed for the period of fifteen years from the first day of July, 1930. At the expiration of fifteen years these covenants, and agreements may be modified or abrogated by the party of the first part or its successors or assigns." The party of the first

part being Santa Fe Estates, Inc. That gives them the rights to modify the restrictions and covenants. The next page is an example of how they used that. It was a waiver on the two and half acre restriction. It allowed the landowners to take a small portion of each of their tracts that was less than two and a half acres. This is just an example that they had the authority to modify the restrictions. She then referred to the page labeled 752698. This is the amendment of restrictive covenants from 1991. It was an amendment granted by Santa Fe Estates, Inc. The upshot of this amendment is in paragraph 4 which states "It is the purpose of this release and waiver to permit the sale, exchange, transfer, and disposition of the land described in Schedule A into tracts of less than 2.50 acres and to permit the erection of a dwelling house and appurtenant structures delineated in the restrictions on each tract into which the land may be divided but not less than 1.75 acres per tract." The third piece of land described on Schedule A is the land she bought. It refers to a plat of survey made by James C. Harvey. A portion of that survey is on the page after Schedule A and shows her 3.6 acres. The 4.25 acres north of that and the part that goes of the page is the other tract.

### **Public Hearing:**

Mr. Bruce Kohl, 201 Camino del Norte, was sworn. Mr. Kohl stated that he is a longtime resident of the neighborhood. He lives close to the property that is before the Committee. He also serves on the board of the Vista Encantada Neighborhood Association. The neighborhood association stretches from where the Governor's Mansion is to just north of Camino Encantada, from the Old Taos Highway over to Bishop's Lodge. The parcel is within the boundaries of that neighborhood. The neighborhood association is a voluntary association and consists of approximately 150 landowners. One of the major objectives of the neighborhood association is to ensure compliance with restrictive covenants that exist on these properties. One of the most important restrictive covenants is the one that limits the size of the lot and the ability to subdivide the lots. Anytime a subdivision of lots occurs, the neighborhood association is concerned about it. For two reasons, one is to preserve the aesthetics of the area; the other reason is that all the properties up there are on a septic system, so it's important that the size of the lots retain their original size, so there are no health issues. When the neighborhood association learned about this, they were concerned that this might violate the covenants. It appears to them that the lot split complies with the restrictive covenants that exist on the property. At this time, the neighborhood association is not opposing the lot split, however, they reserve their right to object, if they find that the lot split violates the covenants. Then, at that time, they will take appropriate action. They appreciate the landowner who has been very gracious and the Land Use staff who have been very helpful.

Mr. John Block, III, 1095 Mansion Ridge Road, was sworn. Mr. Block stated that he is currently living at 1095 Mansion Ridge Road, which belongs to his mom, Eloisa Block who has resided there for about the last 40 years. His main concern about the property split, is that when building, the erosion may cause harm to his mom's property which is adjacent to the property of the downhill area. If split is permitted, the grandfathering of the ridgetop building would no longer be available, leaving the bottom

left hand corner to be built. The topography of that area includes a lot of arroyos. Whatever is left in there would have to be a building within the covenants, plus a septic system. He's not sure if it's viable for that one piece of property. They are concerned about anyone building there and effecting the erosion directly going into his mom's property.

Chair Garcia closed the public hearing.

### **Committee Discussion**

Commissioner Garcia asked staff to respond regarding the erosion and building in the escarpment.

Mr. Esquibel stated that when staff reviews these types of applications, there are mechanisms in place to ensure those types of concerns are addressed. When the property is divided, the grandfathering on the property will be eliminated. Construction will be permitted in the ridgetop area, leaving certain points on the property that can be developed subject to siting requirements of the Land Use Department. There are requirements in place prior to finalizing the plat to ensure that there's a buildable site, at least 2,000 square feet that they must place on the plat. There are mechanisms in place that would take care of the concerns addressed by Mr. Block.

Commissioner Gutierrez asked about staff's role in figuring out where 2,000 square feet is on the property.

Mr. Esquibel responded that staff relies on the surveyor to provide the documentation. The surveyor goes out there to pinpoint those areas that would meet those specifications. The surveyor then certifies the findings on the survey so there is assurance that what is on the plat is accurate and true.

Mr. Armijo, previously sworn, stated that they provided a slope analysis map to the City that shows a proposed 2,000 square foot building on both property sites. Both sites fall within the 50/50 rule.

Mr. Gutierrez just wanted to get on the record Mr. Armijo's professional opinion that there is buildable space on those sites.

Commissioner Garcia asked Mr. Armijo about Mr. Block's concern about flooding into his mother's property. He wanted to know in proportion to where her property is on the topo map, does it fall within the rules of possibly building in the future.

Mr. Armijo responded, any development on their proposed lot would have to meet any terrain management, drainage, storm water control and any other items required by the building permit.

Mr. Esquibel stated that when the building permits come in, staff looks at pre and post drainage so they can ensure that what's leaving the property now is not going to be greater after construction.

Commissioner Gutierrez referred to Mr. Kohl's comment that he thinks he's comfortable with what the applicant submitted. He continued with a question to Ms. Paez about Santa Fe Estates being in control of 75% of the owners at the time the 1991 document was signed for the split.

Ms. Paez responded that the way she reads that provision is that "after the 15-year period, the covenants cannot be modified or abrogated". She reads it could be amended "either by the party of the first part" which is Santa Fe Estates "or" 75% of owners. She reads it as an either/or. She added a disclosure that she cannot give a final legal opinion to the efficiency of the private covenants. The City does not enforce private covenants.

Commissioner Gutierrez said Mr. Kohl didn't seem to object, he just wanted to make sure there is a mechanism is finds something in which he needs to appeal the decision of the Committee.

Ms. Paez stated that the appeal period from the Committee's decision is 30 days because it's a subdivision. The appeal would go to the Governing Body. She also stated that there's always an opportunity for a private dispute when private restrictive covenants are involved which would be handled by a court of law, not the City.

Commissioner Gutierrez wanted to let Mr. Kohl know that he needs to do his homework fast if there's something he doesn't like, he has 30 days to appeal.

Mr. Kohl, previously sworn, stated that this is a unique situation where Santa Fe Estates amended the covenants to withdraw some of the restrictions. There are two ways the language can be read: one, as proposed, is that it's an "either/or" situation; or, since Santa Fe Estates doesn't exist anymore, it would require a vote of 75% of the current landowners. They are going to look at that issue, he's not saying one way or the other what their position is at this point. The authority of Santa Fe Estates to make that change might be subject to questioning.

Commissioner Gutierrez understands that the City does not enforce the covenants.

Mr. Kohl stated he is aware that the City does not enforce covenants.

**MOTION:** Commissioner Gutierrez moved, seconded by Commissioner Garcia, in **Case #2019-51. Tract B Lot Split**, to approve with the technical corrections and conditions of approval, recommended by staff. The motion was approved by roll call vote with Commissioners Garcia and Gutierrez voting in favor and none voting against.



2. **Case #2019-53. 314 N. Guadalupe Lot Split.** Liaison Planning, Agent, for First Tracts, LLC, and Cynthia Eck, Owners, request a lot split to divide approximately 0.69 acres to create two lots (Lot 1 at 0.30+/- acres and Lot 2 at 0.39+/- acres). The property is zoned BCDWES (Business Capital District-Westside Townscape) and is located within the Westside-Guadalupe Historic District and Historic downtown Archeological Review District.

Chair Garcia stated that they received some emails that were brought to their attention before the meeting. He called for a 5 to 10-minute break to review emails.

### **Staff Report and Recommendation**

Mr. Esquibel stated that the Land Use Department is recommending approval with conditions as outlined in the staff report and technical corrections included in Exhibit A of the staff report. There is only one motion that is required for the case which is to approve or deny the plat, subject to the conditions of approval and the technical corrections. The applicant has met all the prerequisites for subdividing the land.

### **Applicant's Presentation**

Ms. Dolores Vigil, P.O. Box 1835, was sworn. Ms. Vigil stated that she wanted to address the fire and technical conditions of approval. She read the technical condition that states "Fire Department access shall not be less than 20 feet width to any new/remodel construction or automatic sprinkler system may be required." She referenced the plat and stated that they are asking for a 16-foot-wide easement. Whoever develops the property will have it sprinklered. She is not sure how that's going to be enforced. The owner would agree to place a note on the plat that ensures that the development be sprinklered. She also addressed the emails, which are attached hereto as Exhibit "2". These are the emails that the Committee took time to review and the applicant also reviewed. She stated that the property has its own entrance and exit. It will not impact Daniels Street as someone had mentioned. She stated that they have also put on the plat a turn around that was reviewed and approved by the Fire Department. She stated that whatever development happens on the backlot would not be a significant change to traffic.

Mr. Esquibel stated that the Fire Marshall's conditions would be addressed at the time of building permit when the City has control of the construction.

### **Public Hearing:**

Mr. Paul Duran, 130 Lincoln Avenue, was sworn. Mr Duran stated that he's be working on this property for some time. He met with the Fire Marshall and he sent an email that said "I have reviewed the site plans provided to me. As we discussed our office can provide a variance for the width and distance of the driveway to 16 feet wide and to exceed the 150 foot distance as long as automatic sprinkler system is provided." He just wanted that entered into the record.

Chair Garcia closed public hearing.

### **Committee Discussion**

Commissioner Gutierrez asked staff about the ingress and egress not affecting Daniel Street.

Mr. Esquibel stated that is correct. Right now, it looks like a sidewalk as you go down the property that goes into a garage that is adjoining the lot lines being proposed. They are proposing to demolish that garage and widen that little drive to an appropriate size that would allow an emergency vehicle to access and turn around on the property.

Commissioner Gutierrez asked where on survey does it show the turnaround.

Mr. Esquibel, explained to him where to look on the document.

Commissioner Gutierrez asked Ms. Vigil if she agrees with conditions of approval.

Ms. Vigil responded "yes".

### **Action of the Committee**

**MOTION:** Commissioner Gutierrez moved, seconded by Commissioner Garcia, in **Case #2019-53, 314 N. Guadalupe Lot Split**, to approve the technical corrections and conditions recommended by staff. The motion was approved unanimously on a voice vote.

### **F. STAFF COMMUNICATIONS**

Mr. Berke said there were no communications from Staff.

### **G. MATTERS FROM THE COMMITTEE**

There were no matters from the Committee.

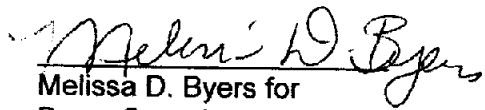
## H. ADJOURNMENT

Having completed the agenda and with no more business to come before the Committee, the meeting was adjourned at 11:50 a.m.

Approved by:

  
Lee Garcia, Chair

Submitted by:

  
Melissa D. Byers for  
Byers Organizational Support Services

## EXHIBIT 1

Albuquerque - Vaughn, To 11.

STATE OF NEW MEXICO,

COUNTY OF BERNALILLO,

On this twelfth day of April, 1934, before me personally appeared J. L. Caulk and Mrs. J. L. Caulk, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

(Seal)

My commission expires January 22, 1934.

Stanley H. Phillips  
Notary Public.

## MEMORANDUM OF AGREEMENT

This Agreement made and entered into this 25 day of January, 1934, by and between the City of Santa Fe, a municipal corporation, party of the first part, and John J. Dempsey, party of the second part,

## WITNESSETH:

HEREMAS, the party of the first part is the owner of certain lands lying at the northerly end of the Santa Fe Grant; and

HEREMAS, it is the desire of said party of the first part to have said land developed so that revenue may be derived from the sale thereof and that the same may be placed upon the tax rolls; and

HEREMAS, it is the desire of the party of the second part to clear title to said lands and develop the same so that a sale thereof may be made;

NOW THEREFORE THIS AGREEMENT WITNESSETH: That the party of the second part, approximately two thousand acres of land lying at the northerly end of the Santa Fe Grant, said land being more particularly described as follows, to-wit:

Bounded on the North by North boundary of Santa Fe Grant excepting such land as is or will be deeded to John J. Dempsey. Bounded on the South by North boundary of sections 13 and 14, Township 17 North, Range 9 East and north boundary of land owned by School of American Research. Bounded on the east by Bishop's Lodge Road. Bounded on the West by a north and south line extended through the centers of sections 2, 11 and 14 of Township 17 North, Range 9 East.

upon the following conditions, to-wit:

1. Party of the second part covenants and agrees to endeavor to obtain a contract with the New Mexico Power Company for the furnishing of light, power and water to said lands, at prevailing city rates. Said contract, if obtained, to contemplate as to water supply, any trunk or main lines traversing said property; extensions thereof and laterals therefrom to be made, prior to a sale of the particular land to be served, as development demands.

2. The party of the second part further covenants and agrees to file a suit for the purpose of clearing title to said two thousand acres and so much more of the property of the city lying at the northerly end of the Santa Fe Grant as the City of Santa Fe may deem proper, and to pay toward the cost of said proceeding, the sum of \$250.00. It being understood that said suit shall be filed as soon after the above described property is deeded to the party of the second part as may be reasonably possible. It is further understood by and between the parties hereto that if any substantial part of said acreage be lost in said suit to quiet title the party of the second part shall have the option of terminating this agreement upon a reconveyance to the first party of the lands to be conveyed under the terms hereof, but that the party of the first part, in the event of such termination, shall not be liable to second party for any monies or costs advanced or expended, and that said suit shall be deemed to have been successful unless a substantial portion of said acreage be lost.

3. The said party of the second part further covenants and agrees to offer to the estate of A.B. Reman the sum of One Thousand Dollars for a quitclaim deed to that portion of the property above described included within the boundaries of the Rogus Lovato land Grant for the purpose of disposing of an interest in said property now claimed by the said A.B. Reman Estate, and that in the event said A.B. Reman Estate refuses said offer the said second party will pay said \$1000.00 to the first party to be used by first party in clearing said property of said claim.

4. Said second party covenants and agrees to have said land above described platted and landscaped as an addition to the City of Santa Fe with proper streets, parkways etc. Said streets to be dedicated to the City of Santa Fe as official streets of said city and not to be considered as a sale of said lands as hereinafter specified.

5. Said party of the second part in connection with said development of said lands covenants and agrees to sell said property by tracts in such quantities and for such amounts as in his opinion may be proper for the best development of said proposed addition. It being understood by and between the parties hereto that the disposition of said land by said second party shall be limited to bona fide sales at a reasonable market value and that none of said property shall be sold on a basis of less than \$100.00 per acre without the consent of the party of the first part. It is further understood and agreed that insofar as is reasonably possible, the sales of said land by the second party shall be restricted to purchasers desiring the same for use and occupation, rather than for speculative purposes; but that this provision shall not be construed as a covenant running with the land, nor shall it affect the title of any purchaser thereof.

6. That the proceeds to be derived from the sale of said property shall be accounted for by said second every three months and shall be divided as follows:

(a) Development expenses incurred by the second party including the installation of water, light and power, laying out of the addition, street expenses, taxes and expenses incident to the sale of acreage

such as maintenance of the office in Santa Fe and Real estate commission payments for sales at the usual rates, shall in all cases be deducted from the proceeds of said sales prior to any division of net proceeds. It being understood that the above expenses do not include any cost for financing said project or for the incorporation of a company for the purpose of handling said development or for corporate expenses such as salaries and office expenses in connection with said corporation. It being further understood that the initial cost of development shall not exceed Twenty Five Thousand Dollars over and above the cost of making water, light and power available to said lands.

(b) The proceeds from said sale after the deduction of the items specified in sub-paragraph (a) hereof shall be construed as net proceeds and shall be divided fifty percent to each of the parties hereto.

(c) It is further understood and agreed that additional expenses for items specified in sub-paragraph (a) hereof for future development over and above the initial expense shall be deducted from the proceeds of sales, after the same are made, prior to the division of the net proceeds.

7. After the successful completion of the suit to quiet title above specified the party of the second part will be given ninety days within which to complete contract with the power company for the construction of water, light and power lines to said lands. It being understood that said contract, when executed, shall contain a provision that said water, light and power lines shall be completed within ninety days from the execution of said contract with said power company. Provided, however, that in the event of unavoidable delay the party of the second part may be given such additional time as may be deemed necessary by the party of the first part. It being understood between the parties hereto that this agreement is contingent upon the successful outcome of the suit to quiet title above specified and the execution of the contract by the party of the second part with the New Mexico Power Company for the construction of said water, light and power lines as above specified. It is further understood that the contract of said second party with the New Mexico Power Company, if obtained, will contain a provision that the water lines so to be constructed shall be available to all of the lands above described and to any other lands then owned by the party of the second part, parties hereto but that the same shall not be available to any other lands without the consent of the party of the second part, and party of second part agrees that no such permission shall be granted by second party without a payment by the owners of said additional lands to which said lines are made available of their reasonable proportionate part of the cost thereof and that in such event fifty per cent of such payment shall accrue to the party of the first part. It is further understood and agreed that in the event said suit is not successful or second party is unable to enter into a contract with the New Mexico Power Company as above specified he will deed back to the first party property covered by this agreement.

8. It is understood by and between the parties hereto that the party of the second part will make every reasonable effort to dispose of said lands at the best price obtainable for the interests of all parties concerned.

9. It is further understood and agreed by and between the parties hereto that buildings to be constructed upon said lands shall conform to what is known as the new-old Santa Fe Spanish or Indian Style of architecture.

10. It is further understood and agreed that the party of the second part may, if he so desires, transfer all of the rights and privileges hereby conferred upon him to any corporation he may designate, and may likewise transfer to any such corporation all or his right, title and interest in and to the property to be conveyed under the terms hereof; and that if such corporation shall thereupon promptly assume in writing all of the obligations hereby imposed on said second party, and shall file an executed copy of such assumption with the party of the first part, such transfer shall not be construed to be a "sale" within the meaning of this contract.

11. It is further understood and agreed by and between the parties hereto that in the event the State of New Mexico decides to construct a highway through any portion of the property above specified that the right of way therefor shall be granted without expense to the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed and the party of the second part has hereunto set his hand on the day and year first above written.

Attest Joe P. Conklin  
City Clerk.

City of Santa Fe  
By: J. G. McConvery  
Mayor.

John J. Dempsey  
Party of the Second part.

STATE OF NEW MEXICO  
COUNTY OF SANTA FE

On this 25th day of January, 1930, before me appeared J. G. McConvery, to me personally known, who being by me duly sworn did say that he is the Mayor of the City of Santa Fe, New Mexico, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council, and the said J. G. McConvery acknowledged said instrument to be the free act and deed of said municipal corporation.

In Witness Whereof I have hereunto set my hand and notarial seal on this the day and year in this certificate first above written.

(Seal)  
My commission expires. 1/5/32

Adeline Muralter  
Notary Public.

STATE OF NEW MEXICO  
COUNTY OF SANTA FE

On this 25 day of January, 1930, before me personally appeared John J. Dempsey, to me personally known, to be the person described in and who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal on this the day and year in this certificate first above written.

(Seal)  
My commission expires. 1/5/32.

Adeline Muralter  
Notary Public.

THIS INSTRUMENT, Made this 2nd day of April, 1948, by and between SANTA FE ESTATES, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of New Mexico, party of the first part, and EDWARD D. JOHNSON, a single and unmarried man, party of the second part,

WITNESSETH, That the said party of the first part for and in consideration of the sum of Ten (\$10.00) Dollars, good and lawful money of the United States of America; to it in hand paid by the party of the second part, the receipt whereof is hereby contended and acknowledged, has granted, bargained, sold, remised, conveyed, released, and confirmed, and by these presents does grant, bargain, sell, remise, convey, release, and confirm unto the said parties of the second part, his heirs and assigns forever, all the following described lot or parcel of land and real estate, situate, lying and being State of New Mexico, to-wit:

in the City and County of Santa Fe, State of New Mexico, to-wit:

beginning at an iron stake set for the Northeast corner of this tract, which is also the Southeast corner of Tract B of this survey, from which an iron stake set for the Northeast corner of Tract B, is connected by the following two courses N. 17° 15' E. 344.0 feet; and thence N. 30° 48' W., 279.7 feet to the said Northeast corner of Tract B; and from the said Northeast corner of Tract B, an iron post with brass cap, marked witness and set by the General Land Office for the One Mile corner on the North boundary of the Santa Fe Grant, bears N. 51° 31' W., 1044.5 feet distant; and an iron pipe, two inches in diameter set on the Northernly side of a 14 inch water pipe on the West side of Girole Drive, and on the South boundary of the lands, now or formerly of John J. Dempsey, bears S. 82° 19' E. 194.0 feet thence from the said Northeast corner of this tract, running S. 17° 15' E., 705.5 feet to an iron stake set for the Southeast corner of this tract, thence running N. 57° 01' W., 461.5 feet to an iron stake set for the Southwest corner of this tract; thence running N. 23° 48' E., 378.0 feet to an iron stake set for the Northwest corner of this tract, which is also the Southwest corner of Tract B of this survey; thence running S. 74° 20' E. 375.0 feet to the Northeast corner of this tract, the point and place of beginning, containing 6.08 acres of land; and being Tract C as represented upon the plat of a survey completed in the field on February 23, 1945, by Walter C. Turley, registered professional Engineer and Land Surveyor.

together with all and singular, the lands, tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claims and demands whatsoever, of the said party of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD, the said premises above bargained and described with the appurtenances, unto the said party of the second part, his heirs and assigns forever, subject to the covenants, restrictions and agreements hereinafter contained. And the party of the first part for itself and its successors and assigns both covenant and agree to and with the said party of the second part, his heirs and assigns, that at the time of the making and delivery of these presents it is well seized of the premises above conveyed as of a good, sure, perfect and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same is free and clear from all former and other grants, bargains, sales, liens, tax assessments and incumbrances of what kind and nature whatsoever; and the above bargained premises in the quiet and peaceable possession of the party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim, the whole or any part thereof the said party of the first part shall and will warrant and forever defend, subject to the covenants, restrictions and agreements hereinafter contained.

This deed is made and accepted upon the following restrictions, covenants and agreements:

The said party of the second part, his heirs, and assigns, shall not erect upon said premises, or permit to be placed upon said premises, any tent house; no building shall be erected upon said premises other than a dwelling house and such barns, garages, and outhouses as may be necessary in connection with the use of said premises for dwelling purposes; no more than one dwelling house shall be erected upon the tract of land hereby conveyed; that no dwelling erected on said land shall be of less value than \$3500.00; said dwelling or dwellings to be in what is known as the new-old Santa Fe Pueblo or Spanish style of architecture; provided, however, that said restrictions as to type of dwelling shall not apply to any studio apartment erected on said land in addition to dwelling, provided such studio apartment conforms to said architectural restriction; no building shall be placed on any lot within twenty-five feet of the boundary line or lines of said land; no board fences shall be erected on said property; and no bill boards or advertising signs other than real estate signs for the sale of the particular lot or lots described above shall be erected or placed on said property.

That said land shall not be used for a camping ground, factory or any trade or any business or industrial purposes but only for residential purposes.

That the said land shall not be sold, exchanged, transferred, devised or otherwise disposed of except as an entire tract of 2.50 acres.

That no windmill shall be erected on the said land.

that the party of the first part shall have the right to extend at its own cost, water supply lines now existing or hereafter placed on said land by the party of the second, to supply water to the land owned by the party of the first part, without, however, damaging the land beyond the necessary minimum digging for said purposes.

(A) It is further covenanted and agreed that the foregoing restrictions, covenants and agreements shall be held to run with and bind the land hereby conveyed for the period of fifteen (15) years from the 1st day of July, 1930, and that at the expiration of said fifteen years, said restrictions, covenants and agreements may be modified or abrogated by the consent in writing of the party of the first part or its successors or assigns, or by the consent in writing of the owners of 75% in acreage of the land owned by the party of the first part on said July 1st, 1930.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its duly authorized officers the day and year in this deed first above written.

(CORPORATE SEAL) (\$1.10 I. T. S. affixed and cancelled.)

ATTENT:  
(sgd) J. W. Hamilton  
Its Secretary

SANTA FE ESTATES, INCORPORATED

By (sgd) John J. Dempsey  
Its President

STATE OF NEW MEXICO

COUNTY OF SANTA FE

On this 2nd day of April, 1943, before me personally appeared John J. Dempsey, to me personally known who, being by me duly sworn did say that he is the President of Santa Fe Estates, Incorporated, a corporation, and that the seal affixed to the foregoing deed is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said John J. Dempsey acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal on this the day and year in this certificate first above written.

(NOTARIAL SEAL)

My commission expires: 5-14-45

(sgd) Henry J. Hughes  
Notary Public

STATE OF NEW MEXICO COUNTY OF SANTA FE	WITNESSETH
I hereby certify that this instrument was filed for record on the 2nd day of April, A. D. 1943, at \$1.10, and was duly recorded in Book 7 of Warranty Deeds at page 168.	
Witness my hand and Seal of Office	
MRS. MARGARET L. HUGHES	
County Clerk, Santa Fe Co., N. M.	
(sgd) Margaret L. Hughes	
(Seal)	

# QUITCLAIM DEED

THIS INSTRUMENT made the 7th day of April, in the year of our Lord one thousand nine hundred and forty-three, between JEREMY KENNEDY, the former wife of the party of the second part, party of the first part, and KERRY K. KENNEDY, party of the second part,

WITNESSETH, That this said party of the first part, for and in consideration of the sum of \$100.00 Dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces or parcels of land situated in the County of Santa Fe and State of New Mexico, and bounded and particularly described as follows, to-wit:

Lots 1 and 2 of Block 8 of Stern's Second Addition to the City of Santa Fe, New Mexico, which property has a frontage on Hickox Street of 100 feet and a depth of 125 feet to the center of the block in which the same is located; all as shown on official plat on file in the office of the County Clerk of Santa Fe County, New Mexico; being and intended to be the same land and real estate as that conveyed to the party of the second part by Nathan B. Stern by Warranty Deed dated July 8, 1928, Recorded July 25, 1928 in Book 7 of Warranty Deeds at page 168.

All that certain tract of land situated on the North side of Montezuma Avenue in Ward No. 2 Precinct No. 4 of the City and County of Santa Fe, State of New Mexico, described as lots seven (7) to eleven (11) inclusive, of the Montezuma Avenue Addition in Block 66 of King's Official Map of the City of Santa Fe, and more particularly described as follows, to-wit:

Beginning at the Southwest corner which is identical with the Northeast corner of the intersection of Montezuma Avenue and Hancock Street in said city and running thence N. 17° 46' E. 121.6 feet to the Northwest corner of this tract, which is identical with the Southwest corner of the property now or formerly of one Lockett; thence S. 78° 36' E. 120.4 feet; thence S. 14° 38' W. to a point on Montezuma Avenue being the Southeast corner of the tract herein described; thence N. 75° 21' W. 127.75 feet along the North side of Montezuma Avenue to the point and place of beginning and bounded on the North by land now or formerly of said Lockett; on the East by property of J. C. Stiggs; on the South by Montezuma Avenue and on the West by Hancock Street, and being a portion of the same property described in a suit to quiet title in District Court No. 10828 in the District Court of Santa Fe County, New Mexico, final decree being recorded in Book 7 of Miscellaneous at page 47, Records of Santa Fe County New Mexico, and by quitclaim deed dated December 16, 1925, and recorded October 5, 1940, in Book 3 of Quitclaim Deeds at page 485 Records of Santa Fe County New Mexico.

WAIVER OF RESTRICTIONS

WHEREAS, the undersigned heretofore sold and conveyed three certain adjoining tracts of land described in deeds, as follows:

1. April 2, 1943 to Edward O. Johnstone, recorded April 6, 1943 in Book 24, page 588 of the Miscellaneous Deed Records of Santa Fe County, New Mexico .....6.05 acres
2. April 2, 1943 to William T. Lumpkins, Jr. and Janette Lumpkins, his wife, recorded April 6, 1943 in Book 24, page 586 of the Miscellaneous Deed Records of Santa Fe County, New Mexico .....3.80 acres
3. September 5, 1944 to Edward O. Johnstone recorded September 30, 1944 in Book 25 of the Miscellaneous Deed Records of Santa Fe County, New Mexico, page 563.....5.61 acres

WHEREAS, the first two of said deeds contained the following restrictive covenants and agreements, viz:

"III.

That said land shall not be sold, exchanged, transferred, devised or otherwise disposed, of except as an entire tract of 2.50 acres."

and

WHEREAS, under date of May 24, 1950 Janette Lumpkins sold and conveyed one acre of said lands to Edward O. Johnstone by deed recorded June 17, 1950 in Book 50, page 28 of the Deed Records of Santa Fe County, New Mexico; and

WHEREAS, Edward O. Johnstone has agreed to convey to Howard M. Seitz the said one acre tract purchased from Janette Lumpkins, together with portions of the other two tracts above mentioned; and

WHEREAS, the aggregate area of the tracts remaining, after all of the foregoing transfers are completed, will exceed 2.50 acres in any one of the three proposed tracts.

NOW THEREFORE, the undersigned hereby consents to and waives the effect of said restrictions, covenants and agreements upon the said conveyance from Janette Lumpkins to Edward O. Johnstone; and further consents to and waives the effect of said covenant upon any sale and conveyance of any part of said lands to Howard M. Seitz, his heirs



1 by assessor, whether or not such portion contain as much as 2.50 acres;  
2 provided that the lands owned by the said Santa Fe shall make contiguous  
3 tract aggregating not less than 2.50 acres.

4 This waiver shall not affect any of the other restrictions,  
covenants or agreements in any of said deeds contained.

SANTA FE ESTATES INCORPORATED

BY [Signature]  
Its President

Attest:

[Signature]  
Its Secretary

STATE OF NEW MEXICO ) SS  
COUNTY OF SANTA FE

On this 31<sup>st</sup> day of September, 1950, before me personally appeared  
John J. Dempsey to me personally known, who being by me duly sworn, did  
say that he is the president of Santa Fe Estates, Incorporated, a corpor-  
ation organized under the laws of the State of New Mexico, and that the  
seal affixed to said instrument is the corporate seal of said corporation,  
and that said instrument was signed and sealed in behalf of said corporation  
by authority of its board of directors, and said John J. Dempsey acknow-  
ledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this the day and year first above written.

[Signature]  
Notary Public

My Commission expires;

9-26-54

STATE OF NEW MEXICO )	ss.	#100,448
COUNTY OF SANTA FE		
I hereby certify that this instrument was filed for record		
on the <u>14<sup>th</sup></u> day of <u>October</u>	A. D. 19 <u>50</u>	
at <u>11:10</u> o'clock <u>A. M.</u>	and was duly received	
in Book <u>52</u>	of the records of <u>Mico</u>	page <u>      </u>
Witness my hand and Seal of Office		
MARGARET ULIBARRI LUCERO		
County Clerk, Santa Fe Co., N. M.		
<u>[Signature]</u>		
Deputy		

GILBERT & GILBERT  
Attorneys and  
Counselors at Law  
Bishop Building  
Santa Fe, New Mexico

Mail to Gilbert & Gilbert  
Box 787; City

(B)

752698

AMENDMENT OF RESTRICTIVE COVENANTS

1. The undersigned, Santa Fe Estates, Incorporated, a New Mexico Corporation, heretofore conveyed certain tracts of land by deeds recorded in Book 24 Miscellaneous, at pages 586 and 587; and Book 24 Miscellaneous, at pages 588 and 589, Records of Santa Fe County, New Mexico, subject to certain restrictive covenants and agreements therein contained.

2. The deeds, recorded as above stated, contained the following restrictive covenants and agreements, VIZ;

"I...no more than one dwelling house shall be erected upon the tract of land hereby conveyed;"

"III. That said land shall not be sold, exchanged, transferred, devised or otherwise disposed of except as an entire tract of 2.50 acres."

3. The undersigned hereby releases and waives the restrictive covenants herein set forth in paragraph 2, above, only in so far as the restrictive covenants pertain and relate to the real estate described in Schedule A attached hereto, and made a part hereof.

4. It is the purpose of this release and waiver to permit the sale, exchange, transfer, and disposition of the land described in Schedule A into tracts of less than 2.50 acres, and to permit the erection of a dwelling house and appurtenant structures delineated in the restrictions on each tract into which the land may be divided but not less than 1.75 acres per tract. Otherwise, this release and waiver shall not abrogate or affect any of the other restrictions, covenants or agreements in the aforementioned deeds, and they shall remain in full force and effect.

752699

IN WITNESS whereof, David McNeill, President of Santa Fe Estates, Incorporated, on behalf of the corporation, has executed this instrument this 21<sup>st</sup> day of February 1991.

Santa Fe Estates, Incorporated

By David McNeill  
David McNeill  
President

**ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 1991, by David McNeill, President of Santa Fe Estates, Incorporated, a New Mexico corporation, on behalf of said corporation.



Jona G. Armijo  
Notary Public

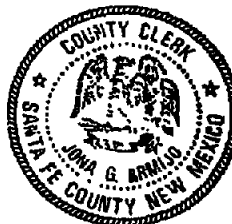
My Commission Expires:

Dec 31, 1992

744,800.  
COUNTY OF SANTA FE     ) ss  
STATE OF NEW MEXICO  
I hereby certify that this instrument was filed  
for record on the 21<sup>st</sup> day of February, A.D.  
19 91, at 3:00 o'clock P.M.  
and was duly recorded in book 55  
page 694-700 of the records of  
Santa Fe County.

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

Alvin Sanchez  
Deputy



## SCHEDULE "A"

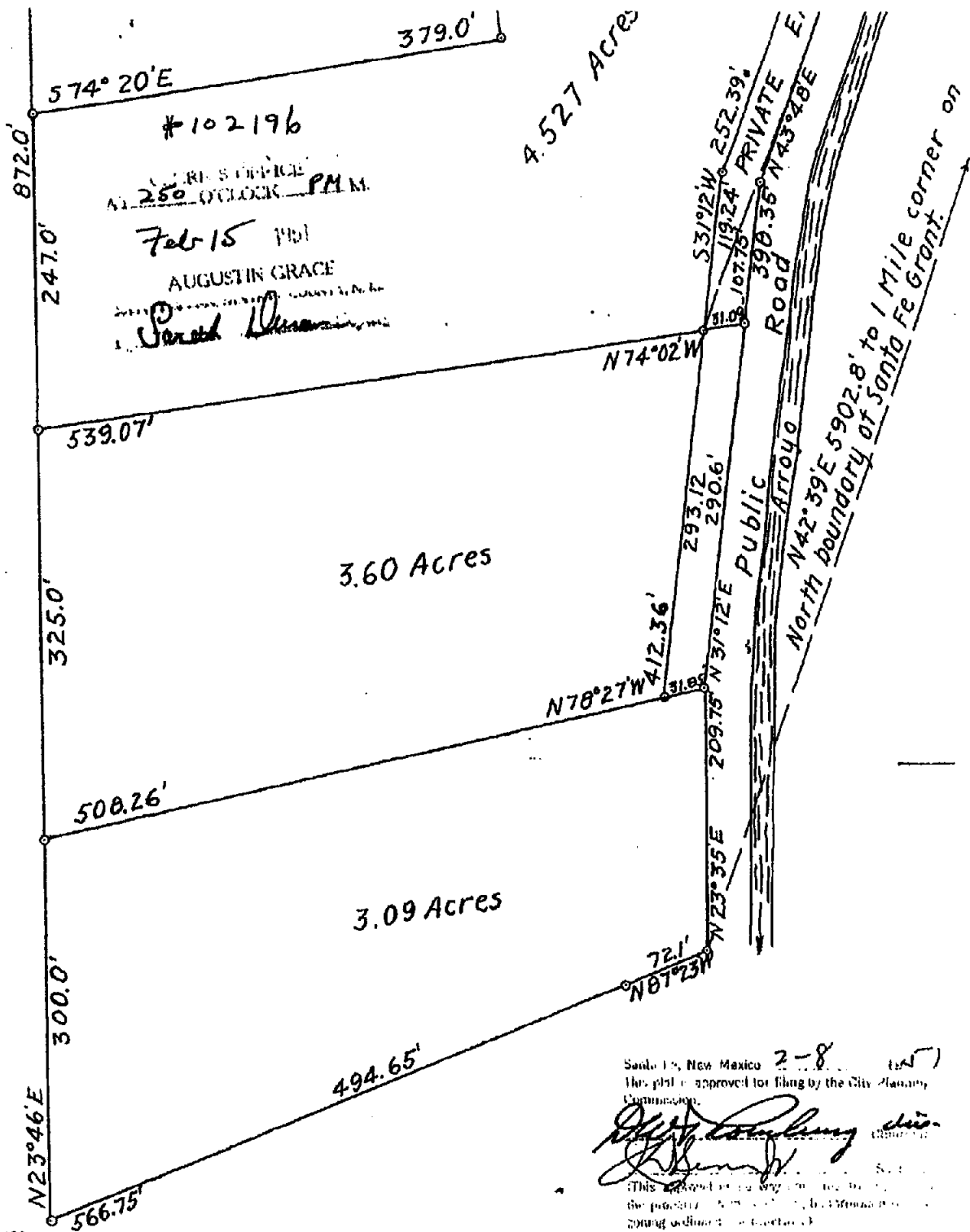
752700

The following described real estate located in the City of Santa Fe, County of Santa Fe, State of New Mexico:

Beginning at a one-half inch galvanized iron pipe set on the west side of entrance road for southeast corner of Tract "B" whence by traverses the 1 mile corner on north boundary of Santa Fe Grant bears N. 17° 13' E. 346.0 feet and thence N. 48° 42' E. 4987.1 feet; running thence from above mentioned one-half inch galvanized iron pipe N. 74° 20' W. 379.0 feet to a one-half inch galvanized iron pipe; thence N. 23° 46' E. 117.65 feet to a point (1/2 inch galvanized iron pipe is S. 23° 46' W. 1.65 feet from this point;) thence S. 74° 31' E. 365.6 feet to a point; thence S. 17° 13' W. 117.65 feet to a one-half inch galvanized iron pipe and the place and point of beginning, said tract containing 1.00 acre of land more or less.

Beginning at the northwest corner of this tract, whence the one Mile corner on north boundary of Santa Fe Grant bears N. 48° 42' E. 4987.1 feet distant; thence S. 30° 40' E. 370.4 feet to one half inch galvanized iron pipe; thence S. 43° 48' W. 252.4 feet to a one-half inch galvanized iron pipe; thence S. 31° 12' W. 119.25 feet to a one-half inch galvanized iron pipe; thence N. 74° 02' W. 539.05 feet to one-half inch galvanized iron pipe; thence N. 23° 46' E. 247.0 feet to one-half inch galvanized iron pipe; thence S. 74° 20' E. 379.0 feet to one-half inch galvanized iron pipe; thence N. 17° 13' E. 346.0 feet to a one-half inch galvanized iron pipe and the place and point of beginning, containing 4.527 acres more or less.

Beginning at a point marked by a one-half inch galvanized iron pipe set for the Northeastly corner of the tract herein described from which the one-mile corner on the North boundary of the Santa Fe Grant bears N. 44° 15' E. 5437.4 feet distant; from said beginning point, thence S. 31° 12' W. 293.12 feet to a point marked by an iron pipe, this said point being the Southeastly corner of the tract herein described; thence N. 78° 27' W. 508.26 feet to a point marked by an iron pipe, this said point being the Southwestly corner of the tract herein described; thence N. 23° 46' E. 325.0 feet to a point marked by an iron pipe; thence N. 74° 02' W. 539.07 feet to the place and point of beginning all as shown by plat of survey made by James C. Harvey entitled "Tracts of Land Surveyed for Dr. Edw. O. Johnstone Precinct 33 - Santa Fe, N.M., December 19th 1950 - Scale 1" = 100'."



PROFESSIONAL ENGINEER  
AND SURVEYOR  
NO. 44  
STATE OF NEW MEXICO  
JAMES C. HARVEY

### CERTIFICATE

I hereby certify that this plat and the field notes thereon are a true and correct copy of a survey made by me in the field Aug. 29th, 1944 and calculations made subsequently.

James C. Harvey.

### TRACTS OF LAND

SURVEYED FOR

DR. EDW. O. JOHNSTONE  
PRECINCT 33~ SANTA FE, N.M.  
Dec. 19th, 1950 ~ Scale 1"=100'

DI 11121

## EXHIBIT 2

**ESQUIBEL, DANIEL A.**

---

**From:** Therese Rivera <therese.rivera@sfcc.edu>  
**Sent:** Thursday, July 11, 2019 9:36 AM  
**To:** ESQUIBEL, DANIEL A.  
**Subject:** Case #2019-53 314 N Guadalupe Lot Split

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Esquibel-

Please accept this email stating my concern over the proposed lot split at 314 N. Guadalupe. The property in question is directly adjacent to my property located on 123 Daniel St.

Our street, while a dead-end, cul-de-sac has become a highly trafficked area due to the recent popularity of several restaurants (previously Clafoutis and now Dolina Bakery & Café). The City of Santa Fe most recently approved a retail operation for Peyote Bird, which will further increase traffic on Daniel and Jose Streets. So far, Northside Veterinary and One Hour Martenizing have seen some limited traffic, but with the increase in popularity of Donina, we have really witnessed a major increase in both foot and vehicle traffic. I'm afraid the increase in the traffic once Peyote Bird's retail operation opens, will become unbearable for the residents in this area.

If allowed, development on our backside (314 N. Guadalupe), previously owned by Margaret Ishida, it will cause our remaining residents to be squeezed out by retail and commercial development. We really wish the property could be preserved for open space and/or at the very least, development should be limited. Guadalupe Street in this area, across from Allsups, is already dangerous and there are already plans underway to revamp the entire street between Paseo de Peralta and West Alameda. Apparently, those plans have been put on hold. Until those street improvements can be made, I implore the City of Santa Fe to limit further development in this area.

So far, Daniel Street has been preserved as a nice, quiet, mostly family-owned residential area. We have most recently seen family with small children return to the neighborhood. Many of these family preserved properties do not remain in Santa Fe, so it is important to keep these small family owned neighborhoods intact.

Thank you for your consideration.

Therese Rivera,  
Statewide Program Manager  
NMPTAC  
6401 Richards Avenue  
Santa Fe, NM 87508  
505-428-1374  
[www.nmptac.org](http://www.nmptac.org)

If you have a minute, I'd love feedback!

<http://survey.constantcontact.com/survey/a07egbm6tnvjvi9g4ne/start>

**ESQUIBEL, DANIEL A.**

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**From:** Tom McGaw <tdmcfaw@pacbell.net>  
**Sent:** Wednesday, July 10, 2019 2:45 PM  
**To:** ESQUIBEL, DANIEL A.  
**Subject:** Case #2019-53 314 N Guadalupe Lot Split

Mr. Esquibel,

Please accept our apology for getting this to you so late. We recently received notice of the proposed lot split associated with the property at 314 N Guadalupe upon returning from a trip and picking up our mail. We saw the letter from Liaison Planning Services regarding the announcement of the public hearing scheduled for July 11 at 11am on this lot split. Our Casita and rental property at 125 and 125A Daniel St back up to the property in question. Other family members also live at this end of Daniel St and even with signs designating this is a DEAD END street we have numerous people drive down the street making U-turns on family property we call the Rivera Family Compound day, night and into the early morning hours.

We are aware that the property in question has been for sale for a long period of time and the prior owner: Margaret Ishida and the Rivera family living at the end of Daniel St had a long and positive relationship. Ms. Ishida used this area as her vegetable garden. We are also aware of the difficulty the narrowness of the property poses to a potential sale. We received information through a family member that the area next to our property might be available to us for purchase. However, at the current time we are not in a position to follow up on this potential offer. Had we done so, we would have left this property open and not developed.

We certainly don't want to 'rain on anyone's parade' but we have concerns regarding the allowable development options in this area. Additional businesses or housing in this narrow lot will disturb the peace and quiet on Daniel St as cars will be transiting at any time of the day or night. Given the number of people already driving down Daniel St without noticing the DEAD END street sign, how much more of this will happen if the property is developed as people are searching for some business or other?

In addition, as our Casita and rental are close to the property line with 314 N Guadalupe the view from our windows will be looking out on cars and businesses and such. We sympathize with the issues related to the configuration of this lot but wouldn't it better serve the community as open space, perhaps being rented to someone who would use it as a garden. There is water on the property.

We presume that you have had the opportunity to visit the property in question and can understand our concerns. Regardless of how the decision goes, please let the parties involved know that we will hold no animus or hard feelings about this matter once a decision had been made and will continue to be good neighbors.

Thank you for taking our input into consideration.

Respectively,

Tom & Linda Rivera-McGaw

**Tom McGaw**  
Thomas McGaw Consulting  
Airport Development & Business Planning  
707-762-3724