

**RECOVERY FUNDS SUBRECIPIENT
PROJECT PARTICIPATION AGREEMENT
BETWEEN
CITY OF SANTA FE
AND
BELLA LUZ APARTMENTS 2022 LLLP**

This Project Participation Agreement (this "**Agreement**") is made and entered into as of the date of the signature by the required approval authorities below, by and between the City of Santa Fe, a New Mexico home-rule municipality, (the "**City**") and Bella Luz Apartments 2022 LLLP, a New Mexico limited liability limited partnership, ("**Bella Luz**").

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds ("**SLFRF**") award, has substantial discretion to use the award funds in the ways that best suit the needs of the City, so long as such use fits into one of the following four statutory categories: (1) to respond to the COVID-19 public health emergency or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient who are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or (4) to make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, this Agreement falls within the first category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for noncompetitive procurements only in circumstances where at least one of the conditions below is true: (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate;

WHEREAS, the second exception applies because Bella Luz is the only entity that has purchased a hotel within the timeline designated as eligible for SLFRF funds, which will support the City's goal to provide housing for chronically homeless individuals and low income families;

WHEREAS, subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient;

WHEREAS, this Agreement represents a subaward and Bella Luz is a subrecipient of SLFRF, and, as such, Bella Luz must maintain records to satisfy all compliance requirements for use of SLFRF and comply with all reporting requirements for expenditures of SLFRF;

WHEREAS, the property commonly known as the "Lamplighter Inn" located at 2405 Cerrillos Road in the City of Santa Fe (herein referred to as the "**Property**"), which is more particularly described as: Tracts "B", Tract "C-2" and Tract C-1-C, as shown and described on that plat of survey titled Amended A.L.T.A / N.S.P.S. Land Title Survey of Tract "B", Tract "C-2" & "C-1-C" Lamplighter Inn, LLC, Projected Section 34, T. 17 N., R. 9 E, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico, January 2022, dated January 4, 2022, by Anthony L. Harris, N.M.P.S. #11463, filed for record on April 8, 2022, and recorded as Instrument #1985454, in Plat Book 889, Page 34, of the records of Santa Fe County, New Mexico;

WHEREAS, the Property is a 78-unit hotel, which was purchased for the purposes of providing immediate, stable housing for chronically homeless individuals and low- and moderate-income families and individuals;

WHEREAS, the City and Bella Luz have agreed to participate together to finance the acquisition of the Property which will be converted into 58 units of affordable housing for households earning 80% Area Median Income ("**AMI**") or less (herein referred to as the "**Project**");

WHEREAS, The Life Link, a New Mexico nonprofit corporation, is a local nonprofit agency specializing in social services provision for people experiencing homelessness, will act as the initial Local Lead Agency, defined in housing subsidy programs as the agency assigned to provide service coordination on site through placing Housing Stability Managers (one full time position, one half time position) to help all residents at the Property remain housed;

WHEREAS, the City's total maximum contribution to the Project of SLFRF is \$2,000,000 and Bella Luz will arrange, either through equity or debt, the balance of the purchase price which is \$3,200,000;

WHEREAS, the State of New Mexico's "anti-donation clause" NM Const. Art. 9 Sec. 14 prohibits aid to private enterprise unless an exception applies; and

WHEREAS, exceptions to the anti-donation clause do apply to the Project including the exception for the care of sick and indigent persons and the exception for donating or otherwise providing or paying a portion of the costs of land for the construction of affordable housing.

AGREEMENT

NOW THEREFORE in consideration of the foregoing, the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows.

1. Term. This Agreement will expire on June 30, 2033, unless terminated or amended by the parties in accordance with its terms.

2. Project Funding. The City will provide \$2,000,000 towards the acquisition cost of the Property (herein referred to as the "**Project Funds**"), payable as a reimbursable cost. Bella Luz will provide the balance of the purchase price of the Property, whether through contribution, direct investment, loan, or otherwise.

3. Project Acquisition. Bella Luz will demonstrate that the Property was acquired in an arms-length transaction employing all commercially responsible due diligence prior to closing, including but not limited to the following: a current appraisal for the Property; physical and environmental inspections of the Property; a current boundary survey or improvement location report; and purchase of title insurance in the full amount of the purchase price. Bella Luz will provide copies of all due diligence materials to the City, and the City may object to any matter contained therein.

4. Restrictive Covenant. A Land Use Restriction Agreement, made by and between Bella Luz and LLI Properties, LLC, was recorded May 10, 2022 as Instrument #1988063 of the Records of Santa Fe County, limiting the Property to affordable housing use for a period of not less than 20 years (the "**Land Use Restriction Agreement**").

5. Project Operation. Bella Luz, either directly or through a contracting entity (herein referred to as the "**Management Agent**") will operate the Property as affordable housing consistent with the City's affordable housing program as reflected in Santa Fe City Code Chapter 26. Bella Luz warrants that it possesses the experience and expertise necessary to either directly provide the services contemplated by this Agreement or supervise the provision of these services by the Management Agent, and such services will be provided in accordance with the highest professional standards. Bella Luz will obtain a certificate of occupancy and all necessary business licenses and permits to operate the Property as affordable housing. Bella Luz is responsible for all necessary operating costs of the Project and maintenance costs of the Property following closing.

6. Performance Measures. Bella Luz will operate the Property as affordable housing, including compliance with the following performance measures (herein referred to as the "**Performance Measures**"), for a period of 10 years.

(a) *Residency.* All tenants will earn 80% AMI or less during the term of the Land Use Restriction Agreement. Not less than 80% of the available units shall be occupied at any given time.

(b) *Services Plan.* Subject to the approval of the City, Bella Luz will enter into a Supportive Services Plan with the Local Lead Agency not later than January 1, 2023. The Supportive Services Plan should detail intake and assessment process of new tenants, as well as services offered, such as behavioral and mental health, vocational services, support groups (AA, NA, etc.), and other services related to achieving tenants' case management goals. The Supportive Services Plan should also indicate the entities that will carry out and provide services and at what frequency.

(c) *Management.* In addition to regular property management duties, such as leasing and maintenance, Bella Luz or the Management Agent will allow the Local Lead Agency access to designate office meeting spaces and to enable the Local Lead Agency to provide social supports, community resources, and other services required for tenants who need them in order to stay stably housed.

(d) *Tenant Mix.* Bella Luz or the Management Agent will maintain a tenant mix consistent with the *pro forma* delivered to and approved by the City, with 25% of tenants provided through the Local Lead Agency which works with the special needs population that includes homeless and near homeless individuals as stipulated in the Land Use Restriction Agreement.

(e) *Operation.* Bella Luz or the Management Agent will continue to operate the Project in accordance with the terms of this Agreement and the Supportive Services Plan.

(f) *Existence.* Bella Luz will continue to exist as a limited liability limited partnership, with JLG Properties, LLC as its general partner, qualified to do business in New Mexico, and operate in the ordinary course of business as Bella Luz has previously.

(g) *Ownership.* Bella Luz will continue to own the Property. (With the City's approval, Bella Luz may convey the Property to an eligible entity, which approval may be conditioned on requiring the eligible entity's assumption of this Agreement.)

(h) *Annual Report.* By March 30th of each year that this Agreement is in effect, Bella Luz will provide a written annual program and financial report to the City (and will present such report to any City departments or committees as may be requested), describing compliance with the Performance Measures, number and characteristics of people housed, achievement of proposed housing/income mix, and discussion of program outcomes and long-term housing achievement of tenants.

(i) *Land Use.* Bella Luz will comply with the Land Use Restriction Agreement and will not materially amend or alter the Land Use Restriction Agreement, including its term, without the consent of the City.

7. Review of Performance Measures. The City's review of the annual reports, and other information and investigation as warranted, shall determine whether Bella Luz is in compliance with this Agreement and is substantially achieving the goals and objectives herein. If any of the Performance Measures have not been met and documented in a manner deemed satisfactory by the City, Bella Luz shall be deemed in default (herein referred to as "**Default**") and within 60 days of the City receiving the annual report or information of such Default, the City shall send a written **Notice of Default** to Bella Luz informing Bella Luz it has at least 30 days to cure the Default or repay the Project Funds not yet discharged. If Bella Luz remains noncompliant after any reasonable applicable cure period, then the City may demand repayment by Bella Luz of any Project Funds not yet subject to the phased reduction provision provided below.

8. Phased Reduction. If Bella Luz is in compliance with the terms of this Agreement and has satisfied the Performance Standards, then, beginning on July 1, 2024 and on each anniversary thereof for nine years thereafter, one-tenth of the Project Funds shall be deemed discharged and no longer subject to the repayment provisions of this Agreement.

9. Termination. This Agreement may be terminated: (i) at any time by written agreement of the City and Bella Luz; or (ii) by the City for cause upon failure of Bella Luz to materially comply with the terms of the Agreement after 30-day notice and opportunity to cure provided to Bella Luz. If Bella Luz terminated this Agreement without the consent of the City, or if the City terminates this Agreement for cause after 30-day notice and opportunity to cure

provided to Bella Luz, Bella Luz shall repay to the City all of the Project Funds not previously discharged through phased reduction.

10. Status. Bella Luz, the Management Agent, or the Local Lead Agency, and their agents and employees, are not employees of the City. Bella Luz, the Management Agent, the Local Lead Agency, and their agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of the Agreement. Bella Luz, the Management Agent, and the Local Lead Agency shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by Bella Luz contractors in the performance of the services under this Agreement. Bella Luz shall be solely responsible to pay all applicable taxes, insurance expenses, licensing fees, and other costs of doing business. Bella Luz shall not purport to bind the City to any obligation not expressly authorized herein. The Agreement is not exclusive and the City may, for any reason, enter into other agreements for the services related to or identical to services contemplated by this Agreement, whether or not this Agreement has expired or terminated.

11. Certification of Non-Interest. Bella Luz shall certify to the City that to Bella Luz's best information, knowledge, and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during their tenure, or for one year thereafter, has any interest, direct or indirect, in Bella Luz or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. Bella Luz certifies that this provision will be included in all contracts and subcontracts in connection with the Project.

12. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise, and their permitted assigns. Bella Luz shall not assign or transfer any rights, obligations, duties, or other interest in this Agreement without prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Bella Luz is solely responsible for fulfillment of this Agreement; provided, however, that if JLG Properties, LLC transfers its general partnership interest in Bella Luz and assigns this Agreement to an approved entity, each of which is subject to the written approval of the City, then JLG Properties, LLC shall be relieved of any further responsibility, liability, or obligation under this Agreement. Bella Luz shall not contract any portion of the services to be provided under this Agreement without the City's prior written consent, which consent may be conditioned on the City's approval of the proposed contractor or contract, and which consent may be withheld in the City's reasonable discretion. Entering into a contract with the Management Agent to operate the Project shall not serve to relieve Bella Luz from any obligations under this Agreement.

13. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

14. Indemnification. Bella Luz shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities, and costs of any kind, including reasonable attorneys' fees for personal injury or damage to property arising from the negligent acts or omissions of Bella Luz, its agents, officers, employees, or subcontractors. Bella Luz shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers, or employees.

15. Insurance. Bella Luz shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

(a) Commercial general liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 or its equivalent with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form contractual liability coverage and be endorsed to name the City of Santa Fe its officials, officers, employees, and agents as additional insureds.

(b) The insurance requirements under this Agreement shall be the greater of (i) the minimum coverage and limits specified in this Agreement, or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Bella Luz hereunder.

(c) Bella Luz shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Bella Luz. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

16. New Mexico Tort Claims Act. Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et. seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

17. Records and Audit. During the term of this Agreement and for ten years thereafter, Bella Luz shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor, and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. Third-Party Beneficiaries. By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and Bella Luz. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

19. Confidentiality. Any confidential information provided or developed by Bella Luz in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Bella Luz without the prior written approval by the City.

20. Disputes. Bella Luz and the City's City Manager will attempt to informally resolve any disputes that may arise related to this Agreement. Any dispute not resolved by Bella Luz and the City Manager shall be reported in writing (by Bella Luz acting through the City Manager) to the Mayor within 30 days of Bella Luz's knowledge of the circumstances giving rise to the dispute.

The decision of the Mayor shall be delivered to the parties in writing within 15 days of receipt of the written dispute and shall be final and conclusive unless, within 30 days from the date of the decision, Bella Luz appeals the Mayor's decision by seeking appropriate legal relief. Failure to use the above procedure in a timely manner or failure to file a timely appeal (either to the Mayor or from the Mayor's decision as provided above) shall be deemed acceptance of the decision to date and waiver of any further claim or remedy.

21. Notices. Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or 3 business days after being mailed.

To the City: City of Santa Fe
 Office of Affordable Housing
 PO Box 909
 Santa Fe, NM 87504-0909

To Bella Luz: Bella Luz Apartments 2022 LLLP
 % JLG Properties, LLC
 2407 W. Picacho, Ste A1
 Las Cruces, NM 88007

With a copy to: Law Office of Mark Berry
 1 Wren
 Littleton, CO 80127

22. Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. This Agreement shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). All legal proceedings arising from unresolved disputes under this Agreement shall be brought in Santa Fe before the First Judicial District Court of the State of New Mexico.

23. Compliance with Laws. Nothing contained in the Agreement shall be interpreted to authorize or permit Bella Luz to violate any applicable law, rule, or regulation, including zoning and building codes. In the event of any conflict between any applicable law, rule, or regulation and the terms of this Agreement, or if Bella Luz ever received a notice of violation from any governmental authority, Bella Luz shall promptly notify the City of such conflict or notice and shall cooperate with the City and the governmental authority to come into compliance with the requirements of such law, rule, or regulation. Bella Luz shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement, and Bella Luz will ensure that any contracting entity will do the same.

24. Americans with Disabilities Act. Bella Luz warrants Bella Luz and the Property is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "**ADA**") and the regulations promulgated thereunder, 29 CFR 1630. Bella Luz agrees to defend, indemnify, and hold harmless the City from and against all claims, suits, damages, costs, losses, and expenses in any manner to the extent arising out of or connected with the failure of Bella Luz, its contractors and subcontractors, agents, successors, assigns, officers, or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

25. Non-Discrimination. During the term of this Agreement, Bella Luz shall not discriminate against any employee or applicant for an employment position to be used in the performance by Bella Luz hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, gender, sexual orientation or identity, physical or mental disability, medical condition, or citizenship status.

26. Interpretation. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder, and shall not be deemed to limit, define, or enlarge the terms of this Agreement. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Agreement shall not be interpreted for or against either party based on authorship. Since Bella Luz is a partnership, the use herein of "Bella Luz" shall, where reasonable in the best interests of the City, be deemed to indicate and/or include all of the partners, officers, employees, and agents of Bella Luz; provided, however, that such interpretation shall not be used in connection with Bella Luz's indemnity obligations contained in this Agreement.

27. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or observed holiday.

28. Severability. If any terms of the Agreement, or the application of such terms to any circumstance, person, or entity, shall be held illegal, invalid, or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected; provided, however, that the remainder of this Agreement is still capable of performance in substantial accordance with the original intent of the parties.

29. Integration. This Agreement sets forth the entire agreement of the parties with respect to the Project (except for other documents specifically referenced herein, including the *pro forma* and the Supportive Services Plan) and supersedes all prior discussion, negotiations, understandings, or agreements relating to this Agreement. This Agreement may be executed in multiple counterparts and separate signature pages, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The whereas provisions set forth at the beginning of this Agreement, and any exhibits references in and attached to this Agreement, are incorporated herein by this reference.

30. Authority. This individual(s) signing this Agreement on behalf of Bella Luz represent and warrant that they have the power and authority to bind Bella Luz, and that no further action, resolution, or approval from Bella Luz is necessary to enter into a binding contract, and that the performance of Bella Luz's obligations hereunder have been duly authorized.


[Signatures and approvals on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature by the required approval authorities below.

"Bella Luz"

Bella Luz Apartments 2022 LLLP,
a New Mexico limited liability limited partnership

By: JLG Properties, LLC,
a New Mexico limited liability company
Its: General Partner

By: 
Jeffrey M. Curry, Member

Date: Dec 14, 2022

CRS# 02-023933-00-5
Registration # 232412

"City"

The City of Santa Fe,
a New Mexico home-rule municipality

By: 
Alan Webber, Mayor

Date: Jan 14, 2023

Attested:


Kristine Bustos Mihelcic, City Clerk 
GB MTG 01/11/2023

City Attorney's Office:


Marcos Martinez (Dec 13, 2022 15:33 MST)
Senior Assistant City Attorney

Approved for Finances:


Emily K. Oster (Jan 14, 2023 08:25 MST)
Emily Oster, Finance Director

2402750.510500 
ORG/OBJ AH

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT ("LURA"), dated effective as of the date that this LURA is filed for record in the Santa Fe County real property records (the "Effective Date"), is made by and between **Bella Luz Apartments 2022 LLLP**, a New Mexico limited liability limited partnership ("Project Owner"), in favor of **LLI Properties, LLC**, a New Mexico limited liability company ("Funder").

WITNESSETH:

WHEREAS, Project Owner is the owner of the real property located in the City of Santa Fe, County of Santa Fe, State of New Mexico, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Project");

WHEREAS, the Project improvements currently consist of a 78-room motel, which improvements Project Owner intends to convert into an apartment complex consisting of a total of 58 studio and one-bedroom apartment units, all of which units are intended to be provided to individuals and families at 80% area median income and below;

WHEREAS, Funder has conveyed its interest in the Project to Project Owner and made a loan to Project Owner for the acquisition of the Project, both subject to and on the express condition that Project Owner execute and deliver this LURA to Funder, and that this LURA be recorded in the records of Santa Fe County, New Mexico, in order to create covenants running with the land for the purpose of regulating and restricting the use and occupancy of the Project as set forth herein, including Project Owner's agreement to maintain the Project in accordance with the occupancy restrictions and other requirements of this LURA during the term stated herein; and

WHEREAS, Project Owner declares that it is Project Owner's intent, pursuant to this LURA, that the restrictive covenants set forth in this LURA governing the use and occupancy of the Project shall be and are covenants running with the Project for the term stated herein and shall be binding upon all subsequent owners of the Project for and during such term.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, Project Owner and Funder agree as follows:

1. Recording and Filing; Covenants to Run with the Land.

(a) This LURA shall be placed of record in the Santa Fe County, New Mexico real property records, and the covenants contained herein shall run with the land and bind Project Owner, its successors and assigns, and all subsequent owners of the Project or any portion thereof or interest therein, and the benefits hereof shall inure to Funder and its successors and assigns, both for the period of time prescribed in Section 3 hereof.



COUNTY OF SANTA FE }
STATE OF NEW MEXICO } ss

LAND USE RESTRICTION
PAGES: 9

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 10TH Day Of May, A.D., 2022 at 09:40:01 AM
And Was Duly Recorded as Instrument # 1988063
Of The Records Of Santa Fe County

Deputy - NFRANCO

Witness My Hand And Seal Of Office
Katharine E. Clark
County Clerk, Santa Fe, NM

(b) Project Owner hereby covenants and agrees that any and all requirements of the laws of New Mexico to be satisfied in order for the provisions of this LURA to constitute restrictive covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land. During the term of this LURA, each and every contract, deed, mortgage, deed of trust, or other instrument hereafter executed conveying the Project or any portion thereof, or interest therein, shall be subject to this LURA whether or not expressly stated therein, and the covenants contained herein shall survive and be effective and binding upon all successors and/or assigns of Project Owner to all or any portion of the Project, or any interest therein, regardless of whether such contract, deed, mortgage, deed of trust, or other instrument hereafter executed expressly provides that such conveyance is subject to this LURA.

2. Representations, Covenants and Warranties of Project Owner. Project Owner covenants, represents and warrants as follows:

(a) Upon completion of the conversion of the Project from a hotel into residential apartments, all fifty-eight (58) of the residential rental units in the Project shall be both rent-restricted (as hereinafter defined) and occupied by individuals or families whose income is eighty percent (80%) or less of area median income (as hereinafter defined) (a "Qualifying Tenant"). All of the residential rental units are collectively referred to herein as the "Low-Income Units". "Area median income" shall mean and be the area median income for the Santa Fe, New Mexico area as determined and published from time to time by the U.S. Department of Housing and Urban Development ("HUD"), or successor agency thereto. A unit is "rent-restricted" if the gross rent (including utilities) payable with respect to such unit does not exceed thirty percent (30%) of the eighty percent (80%) or less of area median income limitation applicable to such unit. The determination of whether an individual or family is a Qualifying Tenant shall be made prior to the commencement of occupancy on the basis of the income of such Qualifying Tenant(s). Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as a Low-Income Unit for purposes of this LURA during such occupancy, notwithstanding an increase in the income of such individual or family above the income limitation set forth above. As a condition to occupancy, each individual or family who is intended to be a prospective Qualifying Tenant shall be required to sign and deliver to Project Owner, prior to occupancy, a fully completed Tenant Income Certification in the form typically required from time to time by the New Mexico Mortgage Finance Authority, or successor agency. The form of lease or rental agreement to be utilized by Project Owner in renting any unit in the Project to any person shall provide for termination of the lease and eviction for any material misrepresentation made by such person with respect to the Income Certification.

(b) The Project shall also include housing stability case management services in partnership with a local lead agency ("LLA"). Project Owner shall provide Funder with copies of the agreement(s) between Project Owner and the LLA in effect during the term of this LURA. Project Owner covenants and agrees that any amount determined, on an annual basis, to be surplus cash available for distribution ("Surplus Cash"), calculated based on standard accounting

procedures that comply with HUD audit guidelines (e.g. Form HUD-93486-ORCF, Computation of Surplus Cash Distributions and Residual Receipts, or successor form thereto), will be split between Project Owner and an escrow account established and held by Project Owner for use by and payment to or for the benefit of the current approved LLA according to the following progressive bracketed sharing calculations:

Progressive bracketed sharing of Surplus Cash							
Surplus Cash Levels		Level Split		Escrow for LLA		Project Owner	
		LLA	Entity	Level share	Total [†]	Level share	Total [†]
\$0	\$20,000	10%	90%	\$2,000	\$2,000	\$18,000	\$18,000
\$20,001	\$40,000	20%	80%	\$4,000	\$6,000	\$16,000	\$34,000
\$40,001	\$60,000	30%	70%	\$6,000	\$12,000	\$14,000	\$48,000
\$60,001	\$80,000	40%	60%	\$8,000	\$20,000	\$12,000	\$60,000
\$80,001	\$100,000	50%	50%	\$10,000	\$30,000	\$10,000	\$70,000

[†] Sample totals at high end of level.

Amounts beyond \$100,000 will be split at 50% to the LLA escrow and 50% to Project Owner.

(c) Upon completion of the conversion of the Project from a hotel into residential apartments, and except when not available due to the making of needed maintenance, repairs and replacements, all of the residential units in the Project will be: available for use by the general public; suitable for occupancy, taking into account applicable health, safety and building codes. The improvements comprising the Project shall be maintained by Project Owner in a reasonably good, and safe condition.

(d) Project Owner shall not discriminate on the basis of race, creed, color, sex, age, marital status, national origin, disability or familial status in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project, and shall neither refuse to lease a unit in the Project, nor give preference to the holder of a voucher or certificate of eligibility under Section 8 of the U.S. Housing Act of 1937 on account of the status of the prospective tenant as such holder.

(e) Upon completion of the conversion of the Project from a hotel into residential apartments, without the prior written consent of Funder, Project Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing

(f) If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Project Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms hereof.

(g) Project Owner shall substantially comply with all material provisions of any grant agreements and other land use restriction agreements that may be imposed upon the Project or which Project Owner otherwise has agreed to comply with.

3. Term of Restrictions. This LURA, including the occupancy restrictions and covenants set forth in Section 2 hereof, shall be in effect for a period of twenty (20) years after the Effective Date.

4. Inspection of Project. Project Owner agrees that Funder and/or Funder's representatives may, at reasonable times and upon adequate notice, at any time, including during the rehabilitation and operation of the Project, enter and inspect the Project to evaluate its physical condition, construction, rehabilitation, operation, management, and maintenance.

5. Books and Records. Project Owner agrees that Funder, at reasonable times and upon adequate notice, may examine all books and records, and request and receive from Project Owner one or more reports, relating to the ownership, operations, capitalization, reserve funds, income, expenses and other financial and regulatory matters of the Project or Project Owner, including but not limited to proof of Project Owner's compliance with the provisions of Section 2(a) and 2(b). At a minimum, and in addition to other requests made by Funder, within sixty (60) days after the end of each calendar year, Project Owner shall provide annual reports, detailing Project Owner's compliance with the provisions of Section 2(a) and 2(b) for the calendar year just ended.

6. Sale of Project. Project Owner agrees to notify Funder in writing prior to any desired sale, transfer, or exchange of the Project, or any portion thereof, or interest therein, or the desired change in the management of the Project, and to provide to the Funder the name(s), address(s), financial information, and experience and management history of properties comparable to the Project, of the prospective successor owner or manager of the Project, or any portion thereof or interest therein, and Project Owner agrees that the Funder must approve of the proposed successor in advance of any action, which approval by Funder shall not be unreasonably withheld. During the term of this LURA, Project Owner agrees that, without the prior written consent of Funder, any transfer of the property to another owner approved by Funder may not result in a profit to the current Project Owner within the fiscal year of the transfer, and will not create a cost to the transferee other than directly related transaction costs to complete the transfer. All declarations and covenants contained in this LURA will automatically apply to and be transferred to all successors and assigns of Project Owner.

7. Enforcement. Project Owner shall be in default under this LURA upon any failure by Project Owner to duly keep, perform and observe any covenant, condition, or agreement in this LURA for a period of thirty (30) days after written notice by Funder to Project Owner setting forth such failure; provided, however, if the cure of such failure cannot reasonably be effected within such thirty (30) day period and if Project Owner shall diligently proceed to cure such failure, then Project Owner shall be entitled to such further period to cure such failure as may be reasonably required, provided, that Project Owner shall bring such cure to completion no later than one hundred (120) days after the notice of failure from Funder to Project Owner. Upon the occurrence of any such default by Project Owner, Funder, by additional written notice to Project Owner, may declare a default under this LURA effective as of the date of the giving of written notice of such

declaration of default. Upon such declaration of default, Funder may (i) apply to any court or competent jurisdiction for specific performance of this LURA or an injunction against any violation of this LURA; (ii) secure the appointment of a receiver to operate the Project in compliance with this LURA; or (iii) exercise any other remedies, at law or in equity, or any such other right or action as shall be necessary or desirable to correct non-compliance with this LURA. Funder shall be entitled to recover all costs, including reasonable attorney fees, incurred in the enforcement of this LURA. All remedies available to Funder with respect to this LURA shall be cumulative and may be pursued concurrently or successively. No delay by Funder in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

8. Miscellaneous.

(a) All notices, demands, and requests given by either party hereto to the other party shall be in writing. All notices, demands and requests shall be deemed to have been properly given if sent by (i) United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by a nationally recognized and reputable overnight courier service (i.e., FedEx or UPS) addressed to the parties at the addresses set forth below, or to such other address as the parties may from time to time designate by written notice to the others given as herein required. Notices, demands, and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be deposited in any post office or branch post office regularly maintained by the United States Government or with the nationally recognized overnight courier service.

If to Project Owner: Bella Luz Apartments 2022, LLLP
2407 W Picacho, Ste. A1
Las Cruces, NM 88007
Attention: Jeff Curry

With a required copy to: Law Office of Mark Berry
1 Wren
Littleton, CO 80127
Attention: Mark Berry

If to Funder: LLI Properties, LLC
1676 Hospital Drive
Santa Fe, New Mexico 87505
Attn: Chief Executive Officer

With a required copy to: Jurgens & With, P.A.
100 La Salle Circle, Suite A
Santa Fe, New Mexico 87505
Attention: Mack E. With, Esq.

(b) This LURA constitutes the entire agreement between the parties and any other prior agreements between the parties, written or oral, are merged herein. If any provisions of this LURA, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this LURA, or the application of such provisions to persons or circumstances other than those to which it

is held invalid, shall not be affected thereby. This LURA may not be changed, terminated, or modified orally or in any other manner than by an instrument in writing signed by both of the parties.

(c) The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this LURA.

(d) This LURA shall be governed and construed by the laws of the State of New Mexico.

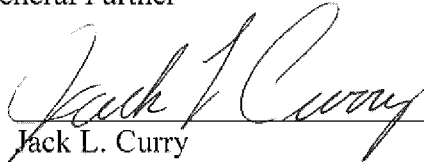
(e) This LURA has been prepared jointly by Funder and Project Owner and shall not be construed against any party on the basis of preparation or revision of a draft by that party.

[The remainder of this page intentionally has been left blank.]

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

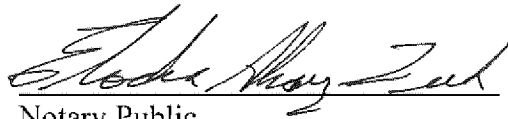
BELLA LUZ APARTMENTS 2022 LLLP,
a New Mexico limited liability limited partnership

By: JLG Properties, LLC,
a New Mexico limited liability company
Its: General Partner

By: 
Jack L. Curry
Its: Managing Member

STATE OF NEW MEXICO)
) ss:
COUNTY OF Dona Ana)

This instrument was acknowledged before me this 6 day of May, 2022, by Jack L. Curry, the Managing Member of JLG Properties, LLC, a New Mexico limited liability company, the General Partner of Bella Luz Apartments 2022, LLLP, a New Mexico limited liability limited partnership, on behalf of said limited liability company and limited liability limited partnership.


Notary Public

My Commission Expires:

12-28-2022

ELODIA ALVAREZ-ZUK NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1042329 COMMISSION EXPIRES: 12-28-2022
--

LLI Properties, LLC,
a New Mexico limited liability company

By: Anchorum St. Vincent,
A New Mexico non-profit corporation
Its: Manager and Member

By:


Jerry Jones
Its: President and CEO

STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss.

This instrument acknowledged before me this 16 day of May, 2022, by Jerry Jones, as President and CEO of Anchorum St. Vincent, a New Mexico non-profit corporation, as Manager and Member of LLI Properties, LLC, a New Mexico limited liability company, on behalf of such corporation and company.



Notary Public

My Commission expires:

5/19/24

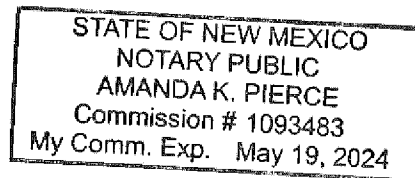


Exhibit A

LEGAL DESCRIPTION

TRACTS "B", TRACT "C-2" and TRACT C-1-C, as shown and described on that plat of survey titled *AMENDED A.L.T.A / N.S.P.S. LAND TITLE SURVEY OF TRACT "B", TRACT "C-2" & "C-1-C" LAMPLIGHTER INN, LLC PROJECTED SECTION 34, T. 17 N., R. 9 E, N.M.P.M. CITY OF SANTA FE SANTA FE COUNTY, NEW MEXICO JANUARY 2022*, dated January 4, 2022, by Anthony L. Harris, N.M.P.S. #11463, filed for record on April 8, 2022, and recorded as Instrument #1985454, in Plat Book 889, page 34, of the records of Santa Fe County, New Mexico.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 12/22/2022

Project Title: Lamplighter

Project Type: ☐ CIP ☐ Grant ☐ Internal Tracking

Department: _____ Project Manager: Cody Minnich Ext: _____

Project Date Range: 12/1/2022 to 6/30/2023 ☐ Create Fixed Asset

Project ID: AFH222400A

Grant ID: _____

Approved By: Tomi

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: ARPA % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: \$2,000,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 MUNIS ORG: 2402750 MUNIS OBJ: 510500

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation



City of Santa Fe, New Mexico

Memorandum



DATE: December 14, 2022

TO: Governing Body, January 11, 2023
Quality of Life, January 4, 2023
Finance Committee, January 3, 2023

VIA: John W Blair, City Manager
Emily Oster, Finance Department Director
JoAnn Lovato, Interim Procurement Officer
Rich Brown, Director, Community and Economic Development *Richard Brown*
Alexandra Ladd, Director, Office of Affordable Housing *Alexandra Ladd*

FROM: Cody Minnich, Housing Grant Manager, Office of Affordable Housing *Cody Minnich*

ITEM AND ISSUE:

Request for Approval of the Recovery Funds Subrecipient Project Participation Agreement in the Total Amount of \$2,000,000 of American Rescue Plan Act (ARPA) funds to underwrite the acquisition of the Lamplighter Inn – this agreement falls under the first statutory category: to respond to the COVID-19 public health emergency or its negative economic impacts ; Bella Luz Apartments 2022 LLLP; (Cody Minnich, Housing Grant Manager, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:

The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Affordable Housing is administering \$2,600,000 of the total award, of which \$2,000,000 is being allocated toward the Lamplighter Inn hotel conversion project.

The Lamplighter Inn will be rehabilitated and converted into 58 units of affordable housing for low- and moderate-income households in need of housing. The property will serve households earning 80% Average Median Income (AMI) or less; up to 25% of the units will be reserved for very low-income (presumed at 30% AMI and below) special needs populations who require additional rental assistance and supportive services. The Life Link will be the lead service provider and will provide onsite housing support services and referrals to their network of community program partners.

There is significant need for this project, as there are hundreds of households on local waitlists for affordable housing and thousands that have been impacted economically by the COVID-19 pandemic. Santa Fe has a significant population of unhoused individuals living outside and this property will prevent many individuals and households from entering homelessness themselves.

The hotel was purchased by Bella Luz Apartments 2022 LLLP, a partnership between the JL Gray Company and Anchorum St. Vincent for a purchase price of \$3,200,000. Anchorum St. Vincent provided the funds for the acquisition as a bridge loan. The \$2,000,000 of ARPA funds transferred via this agreement will partially reimburse Anchorum for the purchase price, with the remainder of the funds provided by Santa Fe County. The use of ARPA funds for this purpose will allow Bella Luz to avoid taking on debt. Without debt service obligations, monthly operating costs are lower and the project can achieve self-sufficiency without the need for ongoing operational subsidy.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203831.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240

Munis Org Name/Number: Housing Community Development Programs/2402750

Munis Object Name/Number: Subsidy Payments/510500

ACTION REQUESTED:

The Office of Affordable Housing respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203831

Contractor: Bella Luz Apartments (JL Gray) - Lamplighter

Description: The City and Bella Luz have agreed to participate together to finance the acquisition of the Property which will be converted into 58 units of affordable housing for households earning 80% (AMI) or less. City will provide \$2,000,000 toward the acquisition cost

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: Upon Approval Term End Date: 06/30/2033

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: \$200,000 (ARPA FUNDING) Acquisition of property

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Dec 22, 2022 11:17 MST)

Dec 22, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Real Property. No procurement

4. **Funding Source:** 240

Org / Object: 2402750.510500

Andy Hopkins
Andy Hopkins (Dec 22, 2022 08:37 MST)

Dec 22, 2022

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bella Luz - Lamplighter

Procurement Title: ARPA

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Roberta Catanach Contract Administrator 12/13/2022

Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato Contracts Supervisor Dec 22, 2022

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 222 S.Riverside Plaza, Suite 900 Chicago, IL 60606 312 442-7200	CONTACT NAME: Cecelia Novak PHONE (A/C, No, Ext): 312-766-2030 FAX (A/C, No): E-MAIL ADDRESS: cecelia.novak@usi.com																					
INSURED JL Gray Company Inc. 1816 E Mojave St Farmington, NM 87401-7425	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Evanston Insurance Company</td><td>35378</td></tr> <tr> <td colspan="2">INSURER B : Federal Insurance Company</td><td>20281</td></tr> <tr> <td colspan="2">INSURER C : Gemini Insurance Company</td><td>10833</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Evanston Insurance Company		35378	INSURER B : Federal Insurance Company		20281	INSURER C : Gemini Insurance Company		10833	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Terrorism Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA557785	04/11/2022	04/11/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$not covered \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3076603	04/11/2022	04/11/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	D&O-EPLI-CRIME			82255792	06/30/2022	06/30/2023	\$1MM D&O; \$2MM CRIME
C	Professional Liab			VIPL010193	06/30/2022	06/30/2023	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC
Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

Certificate holder is added as additional insured as respect GL and Umbrella



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doug Jones (Oasis) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: PHONE (A/C, No, Ext): (888) 627-4735 FAX (A/C, No): E-MAIL ADDRESS: workcomp@oasispeo.com
INSURED ESG Entities LLC dba: A Division of Oasis Alt. Emp: JL Gray Company Inc 4844 North 300 West Suite 100 Provo, UT 84604	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40142

COVERAGES**CERTIFICATE NUMBER:**22UT3141067319**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 01-19-987-06	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	Client# 81294-JLGRAY-CO-MGMT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Santa Fe

City Department

Polin Ave.

San Francisco, New Mexico 87504-0909

505-655-1111

BUSINESS REGISTRATION

BELLA LUZ APARTMENTS 2022 LLLP

BELLA LUZ APARTMENTS

1000 W PICACHO AVE STE. A1

CRUCES, NM 88007

Curry

12

March 24, 2022

March 24, 2023

CRS Number: 03581126009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

BELLA LUZ APARTMENTS 2022 LLLP

1000 W PICACHO AVE STE. A1

CRUCES, NM 88007

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE