



# City of Santa Fe New Mexico

## Memorandum



**Date:** December 22, 2023

**To:** Quality of Life Committee 1/24/2024  
Finance Committee 1/29/2024  
Governing Body 1/31/2024

**From:** Lee Logston, Asset Development Manager, Metropolitan Redevelopment Agency *Lee Logston*

**Via:** Rich Brown, Community Development Director *Richard Brown*  
Karen Iverson, Metropolitan Redevelopment Agency Director *Karen Iverson*  
Karen Iverson (Dec-22, 2023 11:16 MST)

**RE:** Request for Approval of Amendment No. 1 to Item #23-0493, Exclusive Negotiation Agreement with Midtown Santa Fe Productions QOF, LLC, to Extend the Term through August 4, 2024 with No Corresponding Change to other Terms.

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### EXECUTIVE SUMMARY:

The City entered into an Exclusive Negotiating Agreement (ENA) with Midtown Santa Fe Productions QOF, LLC (QOF) on August 4, 2023 (Item #23-0493), to negotiate terms for land and building disposition and development of the Midtown Production Studios Lot pursuant to the City's Request for Proposal No. 23/35/P. The initial term of the ENA was two months, with an option for a four-month extension, which was exercised. The City and QOF mutually agree that both Parties need additional time to perform necessary predevelopment due diligence activities and negotiate terms which might lead to a Disposition and Development Agreement ("DDA"). Therefore, the Parties have agreed to amend the ENA and to extend the term to August 4, 2024.

### BACKGROUND:

Pursuant to Resolution #2022-12, the City of Santa Fe pursued master planning of the Midtown Site. The Midtown Master Plan was adopted by the Governing Body on November 30, 2022 (Resolution #2022-68), and the Midtown Community Development Plan was adopted on January 25, 2023 (Resolution #2023-5). Also pursuant to Resolution #2022-12, the City of Santa Fe released a Request for Proposals (RFP) for the Redevelopment of the Midtown Studios Production Lot (RFP #22/35/P) on December 1, 2022.

The Parties entered into an Exclusive Negotiating Agreement (ENA) with QOF on August 4, 2023. The initial term of the ENA expired on October 4, 2023. The ENA allowed for a four-month extension of the term, or until February 4, 2024. The Parties have been negotiating in good faith and Performance Benchmarks stated in the ENA have been met. However, given the complex nature of the project, the Parties request an Amendment to the ENA to extend the term to August 4, 2024.

**ACTION REQUESTED:**

Staff respectfully recommends that the Governing Body **approve Amendment No. 1 to Item #23-0493, Exclusive Negotiation Agreement with Midtown Santa Fe Productions QOF, LLC, to Extend the Term through August 4, 2024 with No Corresponding Change to other Terms.**

**ATTACHMENTS:**

Draft Amendment No. 1 to Item #23-0493

Summary of Contracts

Certificate of Insurance

Business Registration

Object 471400 Att  
Org 5256175 AH

Item# 24-0040  
Munis Contract# \_\_\_\_\_  
Original Contract Item# 23-0493  
RFP #: 23/35/P

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
MIDTOWN SITE DEVELOPMENT EXCLUSIVE NEGOTATING AGREEMENT  
ITEM# 23-0493**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE MIDTOWN SITE DEVELOPMENT EXCLUSIVE NEGOTIATING AGREEMENT, dated August 4, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Midtown Santa Fe Productions QOF, LLC (the "Offeror"), collectively the "Parties". The date of this Amendment shall be the date when it is executed by the City and the Offeror whichever occurs last.

**RECITALS:**

A. Parties entered into the Agreement, an Exclusive Negotiating Agreement pursuant to RFP #: 23/35/P, on August 4, 2023.

B. The Parties desire to Amend the Agreement to change the dates of the Term.

NOW, THEREFORE, the Parties hereby agree that the Agreement is amended as follows:

**TERM:**

Article 2 of the Agreement is hereby deleted in its entirety and substitute the following Article 2 in its place:

2.1 Effective Date and Initial Term. This Agreement shall be effective as of August 4, 2023, and shall continue for an initial term of six months, until February 4, 2024.

2.2 Extended Term. If the Parties have not executed and delivered a DDA during the Initial Term, then either party may extend the Initial Term of this Agreement for six (6) additional months ("Extended Term"). Together, the Initial Term and any Extended Term are referred to as

"Term". A party shall exercise the right to extend the Initial Term by giving written notice thereof to other Party on or before the last day of the Initial Term. The City Manager, acting on behalf of the City, shall have the right to extend the Initial Term.

EXHIBIT C

Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the two-page chart attached to this Amendment and labeled as Exhibit C.


AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

OFFEROR:  
Midtown Santa Fe Productions QOF, LLC

  
Alan Webber (Feb 1, 2024 16:38 MST)


ALAN WEBBER, MAYOR

  
Philip Gesue, Managing Member

DATE: Feb 1, 2024

DATE: 12/22/2024

ATTEST:

  
Geraldyn Cardenas (Feb 1, 2024 16:43 MST)

GERALYN CARDENAS, INTERIM CITY CLERK  
GB MTG 01/31/2024

XIV

CITY ATTORNEY'S OFFICE:

  
Patricia Feghali (Dec 26, 2023 15:07 MST)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
Emily K. Oster (Jan 2, 2024 11:56 MST)

EMILY OSTER, FINANCE DIRECTOR





**MIDTOWN SITE DEVELOPMENT**

**EXCLUSIVE NEGOTIATION AGREEMENT**

This Exclusive Negotiation Agreement is entered into this 4 day of August, 2023 by and between the City of Santa Fe, a municipal corporation (“City”), and the Selected Offeror, Midtown Santa Fe Productions QOF, LLC (“QOF”, “Offeror”) organized under the laws of the State of New Mexico, together, the Parties (“Parties”).

**I. RECITALS**

WHEREAS, the City owns certain real property comprising approximately 64-acres of land and buildings known as the Midtown Site (the “Midtown Site”) with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, as illustrated in **Exhibit A**; and

WHEREAS, the City desires that the Midtown Site be redeveloped pursuant Midtown Redevelopment Plans, which are comprised of the Midtown Master Plan (the “Master Plan”) and the Midtown Community Development Plan (the “Community Development Plan”), approved by the City’s Governing Body on November 30, 2022, Resolution 2022-68, and January 25, 2023, Resolution 2023-5, respectively; and

WHEREAS, the Midtown Redevelopment Plans provide land use zoning and other design and development requirements, standards, and guidelines, as well as community development policies and priorities, that direct and guide all development of the Midtown Site; and

WHEREAS, based on the Community Development Plan, the City shall select Offeror(s) through a Solicitation Request for Proposals (“Solicitation”) and direct negotiations to redevelop certain land parcels within the Midtown Site; and



WHEREAS, the City commenced the implementation phase of redevelopment at the Midtown Site, which included issuing Solicitations to identify developers and operators of certain parcels; and

WHEREAS, the City issued a Solicitation for the redevelopment of a certain parcel at the Midtown Site, known as the Redevelopment and Expansions of the Midtown Studio Production Lot (the “Project Parcel”), as illustrated or described in **Exhibit A**, pursuant to RFP #: 23/35/P (the “RFP”), dated December 1, 2022, which was due March 3, 2023 for the Redevelopment and Expansions of the Midtown Studio Production Lot (the “Project”); and

WHEREAS, QOF responded to the City’s RFP; and

WHEREAS, pursuant to the RFP, the City established an unbiased Evaluation Committee to review and rank RFP Submission Packages based on points related to Evaluation Factors provided in the RFP; and

WHEREAS, the Evaluation Committee recommended the Award in connection with this Solicitation go to the Offeror based on the evaluation of the RFP Submission Package, which includes the RFP Response dated March 2, 2023, the Oral Presentation dated April 12, 2023, and Request for Clarification responses dated April 5, 2023; and

WHEREAS, based on the review of the Offeror’s RFP Submission Package the Evaluation Committee determined that the Offeror demonstrated experience, qualifications, and capacity to implement the Scope of Work and achieve the vision and goals articulated in the RFP related to the development and operation of the Project; and

WHEREAS, the Evaluation Committee respectfully recommended that the Parties enter negotiations for the conditions, terms, and scope of work of an Exclusive Negotiations Agreement (the “ENA” or “Agreement”) to be considered for approval by the City’s Governing Body; and

WHEREAS, the Evaluation Committee made additional recommendations regarding certain terms and conditions to be included in the ENA, which are included in herein; and

WHEREAS, the Offeror seeks to develop and operate the Project consistent with the RFP Submission Package, as may be further refined within the ENA period; and

WHEREAS, the Parties desire to enter this ENA, of mutually acceptable terms, provisions, and conditions for the transfer of the Project Parcel from the City to the Offeror for the development and operation of the proposed Project, which shall be pursuant to, and the subject of, a Disposition and Development Agreement (“DDA”) between the Parties, which shall be an outcome of the predevelopment tasks, studies, reports, investigations, plans, and other due diligence activities associated with this ENA.

NOW THEREFORE, in consideration of the preceding Recitals, which shall be part of this ENA, and the mutual promises hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties agree, as follows:

## **II. DEFINITIONS**

“**Agreement**” means this form of contract or Exclusive Negotiation Agreement.

“**Award**” means the final execution of the contract document or agreement.

“**City**” means the City of Santa Fe, New Mexico which in the solicitation and procurement context may act through the Finance Director, City Manager, or Governing Body.

“**Parties**” mean the City and the Selected Offeror, each a party to this ENA.

“**Deliverable**” means a report, document, plans, schedule, budget, or other items to be provided as a product or outcome of a process or activities, such as due diligence tasks.

**“Development Plans”** means a comprehensive package that typically includes a Development Program, Develop Schedule & Phasing Plan, Development Budget and Financing Plan, Design and Construction Plans, Due Diligence Reports, and other plans, applications, or documents regarding the development of a specific project.

**“Disposition and Development Agreement”** or **“DDA”** means an agreement entered between the City and a private developer pursuant to which the City sells or leases property to the developer and the developer agrees to develop the property in accordance with the agreement. The Parties may enter a DDA resulting from the Scope of Work and activities associated with this ENA. The DDA includes the terms and conditions for the disposition, design, development, and operation, among other requirements, of the Project.

**“Disposition of Public Property”** the disposition of public property by the City, either through sale or lease, shall be pursuant to New Mexico Statutes 1978, Chapter 13, Article 6.

**“Exclusive Negotiation Agreement”** or **“ENA”** means this Agreement executed by and between the Parties. During an exclusive negotiation period, the Parties agree not to enter negotiations with any third parties with respect to the Project and Project Parcel.

**“Good Faith”** means the implied covenant of good faith and fair dealing, as a general presumption, that the Parties to this Agreement will deal with each other honestly, fairly, cooperatively, and in good faith, so as to not destroy the right of the other party or parties to receive the benefits and award of the Project and execution of a DDA.

**“Midtown Site”** means the city-owned site with an address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A.

**“Non-Disclosure Agreement”** or **“NDA”** an agreement between Parties to maintain confidentiality and not disclose certain proprietary, privileged, confidential, or information otherwise not subject to public disclosure.

**“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.

**“Performance Benchmarks”** mean a touchstone or criterion in a schedule, timeline, or critical path that the Offeror has agreed to achieve in the performance and undertaking of the Scope of Work.

**“Project”** as defined in the Recitals of this Agreement and means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

**“Project Site”** as generally described in the Recitals of this Agreement to be surveyed and subdivided during the term of this ENA period or as a conditional term for the disposition and development of the subject site within the DDA.

**“Right of Entry”** shall be pursuant to an **Access License Agreement** granted by the City to the Offeror providing the Offeror with the legal right to enter upon City’s real property, the Project Parcel, for the specific purpose of undertaking due diligence activities associated with the Scope of Work, without being guilty of trespass.

**“Scope of Work”** or **“SOW”** means the area in this Agreement where the work to be performed is described. The SOW shall be pursuant to a schedule with benchmarks, touchstones, critical path timelines for the deliverables and end products that are expected to be provided by the performing party, the Offeror.

“**Selected Offeror**” means the Offeror, or Offerors, with whom the City negotiates contract terms for agreement, and is recommended by the Evaluation Committee for Award.

## **ARTICLE 1.**

### **PURPOSE**

1.1 Statement of Purpose. The purpose of this Agreement is to provide for the preparation of the Development Plans, to be developed by the Offeror and approved by the City, and the negotiation of the terms and conditions upon which the Parties may enter a DDA for the Project Parcel (“Purpose”).

## **ARTICLE 2.**

### **TERM**

2.1 Effective Date. This Agreement shall be effective as of <sup>8</sup>\_\_\_\_, <sup>4</sup>\_\_\_\_, 2023 (“Effective Date”).

2.2 Initial Term. This Agreement shall commence on the Effective Date and continue for Two (2) months . The Initial Term represents the length of time that the Parties reasonably believe will be required to complete the Purpose of this Agreement.

2.3 Extended Term. If the Parties have not executed and delivered a DDA during the Initial Term, then either party may extend the Initial Term of this Agreement for four (4) additional months (“Extended Term”). Together, the Initial Term and any Extended Term are referred to as “Term”. A party shall exercise the right to extend the Initial Term by giving written notice thereof to other Party on or before the last day of the Initial Term. The City Manager, acting on behalf of the City, shall have the right to extend the Initial Term.

## ARTICLE 3.

### CITY RESPONSIBILITIES

During the Term of this ENA:

3.1 Exclusive Negotiations. The City shall negotiate exclusively with the Offeror regarding the Project and any DDA relating to the Project, and shall not solicit, market to, or negotiate with any other person, firm, or corporation regarding the Project or the Midtown Site, including the development, sale, or lease thereof.

3.2 Existing Leases and Tenants. Regarding any existing leases on the Project Site, other than with the Santa Fe Art Institute, the terms shall expire or may be terminated by the City within twelve (12) months of executing this ENA. If any tenancy or lease extension or amendments are considered, the Parties shall confer before extending or otherwise modifying the lease terms, which shall be considered if any lease term modifications benefit the Project.

3.3 Good Faith. The City shall act diligently, cooperate reasonably, and negotiate with the Offeror in good faith to carry out the Purpose of this Agreement. In that regard, the Offeror understands and agrees that by entering this ENA, the City is making no commitment to approve the Development Plans or enter a DDA with the Offeror. Furthermore, the City retains the right to exercise full discretion with respect to all acts, proceedings, hearings, and decisions relating to the Midtown Site, including all development and operation plans. The City will be acting in the interest of the public and will consider and evaluate decisions and approvals that benefit the Project and the City, as determined by the City.

3.4 Access to Information. Within a reasonable time after request, taking into account the complexity of the information requested, the City shall provide the Offeror with access to all information in the City's possession relevant to the Scope of Work under this ENA, including

maps, plats, leases, plans, and other information relating to the Project Parcel and preparation of the Development Plans pursuant to this ENA; provided however, that the City shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure unless the Parties agree to share such information by entering a Non-Disclosure Agreement.

3.5 Access to Project Parcel. The City shall provide the Offeror with access to the Project Parcel with terms pursuant to an Access License Agreement for the purposes of undertaking the Scope of Work, as provided in this ENA in **Exhibit D**.

3.6 City's Project Team. The City shall designate a project team in connection with this Agreement ("City Project Team"), which may be amended at the City's sole discretion and shall be communicated to the Offeror. The City Project Team shall coordinate with the Offeror on matters subject to this ENA. The City Project Team shall include:

Name: Richard Brown  
Title: Director, Department of Community and Economic Development  
Role: Executive Decision-Maker

Name: Lee Logston  
Title: Midtown Asset Development Manager  
Office of Economic Development  
Role: Project Manager

Consultant  
Name: Daniel Hernandez  
Firm: Proyecto  
Role: Midtown Redevelopment Project Manager

3.7 General Cooperation. City agrees to reasonably cooperate with the Offeror in performance of the Scope of Work described below.

**ARTICLE 4.**  
**SCOPE OF WORK**

During the Term of this ENA,

4.1 Role and Responsibility. The Offeror shall serve as the developer, and operator of the completed Project, to undertake and perform, at its sole cost and expense, the predevelopment activities described in this Article 4 (“Scope of Work”), and shall prepare the Development Plans for the Project, including the deliverables generally described below, which shall be submitted to the City during the Initial Term (“Deliverables”). Development Plans shall include, but not necessarily be limited to a Development Program; Development Schedule and Phasing Plan; Development Budget and Financing Plan, and Disposition Terms. Other Deliverables include Due Diligence Reports, Infrastructure Plans; Site and Building Plans; Master Plan Land Use Applications for Amendment, if required; Development, Ownership, and Management Entity Corporate Documents, and other documents or plans that may be required for the implementation of the proposed Project (“Development Plans”). Offeror shall require third party contractors to submit reports certifiable to the City and Offeror.

4.2 Horizontal Development and Other Predevelopment Activities Coordination. Offeror shall collaborate to the greatest extent possible to ensure horizontal development activities are aligned with the City’s planning, design, and construction of the main line infrastructure, and other public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, the Offeror shall coordinate with the City regarding the implementation of the Midtown Master Plan on specific Project Parcels with an objective of ensuring consistency with development and design intents and requirements described in the Midtown Master Plan.

4.3 Development Plans Amendments. Development Plans shall be consistent with the



proposed project described in the RFP Submission Package. Significant amendments, as determined at the City's discretion, to the proposed Project shall be requested by the Offeror in writing for City consideration and approval, which shall not be unreasonably withheld, particularly if the requested amendment(s) benefits the Project or the City. Offeror shall act diligently, cooperate reasonably, and negotiate in good faith with the City to refine the Development Plans to meet mutually agreed upon real estate development, community development, land development, investment objectives, and other goals and requirements described in the Midtown Redevelopment Plans. The Parties understand that budgets and schedules may require amendments due to unforeseen conditions that may cause changes in projected costs or timelines.

4.4 Development Program. Offeror shall prepare a detailed development program for the Project Parcel ("Development Program"). The Development Program shall provide the implementation of all uses within the Development Program and by phase, including (a) type of space, such as commercial (type) and residential (type, bedrooms, tenure), and building height (feet and number of floors/stories); (b) area or square footage of open space (public and private), easements, horizontal infrastructure, other.

4.5 Development Schedule and Phasing Plan. The Development Plans shall prepare a detailed Schedule and Phasing Plan for the Project ("Schedule and Phasing Plan"). The Schedule and Phasing Plan shall provide a timeline for implementing the entire Development Program and by phase, including (a) the specific activities to be undertaken in each phase of the Project; and, (b) the projected date of commencement and completion of each activity with critical benchmarks (the "Performance Benchmarks") at each phase, including benchmarks for securing financing for the proposed Project.

4.6 Development Budget and Financing Plan. Offeror shall prepare a detailed development budget and financing plan for the implementation of the Development Program (“Development Budget and Financing Plan”). The Development Budget and Financing Plan shall provide the sources and uses (all projected sources may be listed by name of lending or investing institution, government agency, foundation, or donor, if known) for implementing the entire Development Program and by phase, including (a) total development costs for completing the project and a breakdown of cost for each phase specifying the projected cost of each component of each phase, including, but not limited to, the costs of infrastructure, adaptively reusing existing buildings, any new construction, open space, and infrastructure and public right of ways.

4.7 Disposition Pricing and Terms. The Offeror shall prepare a detailed property valuation analysis showing the basis for an estimated fair market value of the Project Parcel, including land and any existing improvements and structures. The property shall be disposed of in an as-is condition. The Offeror’s analysis shall include a comparison between the estimated fair market value, any existing income to the City generated from the property, and the financial proceeds to the City generated from purchase or lease of the Project Parcel based on the operating income from the Development Program, as well as Project costs associated with horizontal and vertical development and improvements that directly affect property valuation. Offeror shall act diligently, cooperatively, transparently, and negotiate in good faith with the City to refine the property value and the Development Budget and Financing Plan to establish a mutually agreeable price, terms, and conditions for the purchase or lease of the Project Parcel. In negotiating the terms of purchase or lease of the Project Parcel, the Parties will act in good faith to facilitate the financing and implementation of the Project. The Parties understand that the Development Budget and Financing Plan may be updated as frequently as every three months to reflect evolving values and

costs for completing the Project.

4.8 Existing Furniture, Finishes, and Equipment. Offeror shall coordinate with the City, particularly the Office of Arts and Culture, to ensure that the reuse or disposition of existing furniture, finishes, and equipment (FF&E) is consistent with the City's regulatory requirements and policies for said FF&E. The City prefers that FF&E designed specifically for the building be repurposed as part of the Development Program. Said FF&E shall be valued and included in the Development Budget and DDA terms. Any FF&E that must be moved off-site shall be at the sole expense of the Offeror.

4.9 Community Development Plan. Offeror shall secure Letters of Intent (LOI) from partners that will provide community development program related activities, including but not limited to those listed in the Offeror's RFP submission. For example, partners will include non-profit, for-profit, and educational partners fulfilling programmatic commitments described in the Offeror's RFP submission in response to implementing strategies that achieve goals stated in the Midtown Community Development Plan. Partners in this context do not necessarily include members of the real estate development team providing technical expertise and professional services related to the real estate Development Program. The LOI shall contain, at a minimum, a description of the services that will be provided, the term of service, and the parties responsible for implementing the services. The LOI shall be on the partner entity's letterhead and signed by an authorizing person of said entity.

4.10 Due Diligence Reports. Offeror shall perform all customary, reasonable, or required professional development due diligence activities relating to the developing and operating the Project including the preparation and submission to the City of reports and plans regarding site conditions to the extent deemed necessary by Offeror, including survey, geotechnical, civil

engineering; environmental; infrastructure; mechanical, electrical, plumbing, and structural engineering; historic resource (“**Due Diligence Reports**”).

4.10 Project Parcel Survey. Offeror shall provide a survey, or coordinate with the City’s surveyor, to ensure consistency with the legal description and plat of the Project Parcel that will be purchased or leased pursuant to the DDA.

4.10.1 The Conceptual Parcel Area Plan (Conceptual Area Plan) generally illustrated and described in Exhibit A is conceptual and for planning purposes only, in order for the Offeror to undertake the Scope of Work, including creating the parcel survey and other necessary due diligence activities, as provided in this ENA. The City has not approved the exact boundaries of the parcel area at the time of execution of this ENA. The parties shall cooperate to determine the exact parcel area and boundaries, which may be amended from the Conceptual Area Plan in Exhibit A, to ensure consistency with the Master Plan, as may be amended, and to meet the programmatic and functional requirements of the proposed development.

4.11 Legal Entitlements. Offeror shall prepare and submit to the City for review and approval a Memorandum detailing any proposed Amendments to the Midtown Master Plan (Amendments to the Midtown Master Plan Memorandum). The Offeror will provide a schedule for developing and negotiating the amendments to the Master Plan, which would be anticipated to occur subsequent to approval of the Disposition and Development Agreement. The Parties shall work collaboratively to finalize the amendments to ensure consistency with the Master Plan and to meet the programmatic and functional requirements of the proposed development. The Offeror shall develop a schedule for submitting applications required to secure legal entitlements necessary to implement the Development Plans, including any amendments to the City’s General Plan or the Midtown Master Plan. All such applications shall meet the criteria for approval under applicable

laws and regulations. Offeror shall coordinate with the City in preparing and filing such applications, including complying with all requirements relating to the submission of documents, applications, and public hearings. Offeror shall obtain a final administrative decision on all such applications. City shall reasonably assist Offeror in its efforts to obtain said legal entitlements.

4.12 Disposition and Development Agreement (DDA) Execution Payment. At the completion of the ENA term, as may be extended, and upon execution of the negotiated and approved DDA, the Selected Offeror shall deposit the full amount of the stated DDA purchase price or annual lease amount, or other agreed upon phased purchase or lease payment term stated in the DDA, into an escrow account or other agreed upon account type. The final disposition terms, including purchase price or annual lease amount, phased or otherwise, and all associated transaction fees, and the closing schedule for disposition, shall be stated in the DDA.

## **ARTICLE 5.**

### **EFFECTUATING AND IMPLEMENTING THE ENA**

5.1 Good Faith Deposit. Within seven (7) days after the Effective Date of the ENA, the Offeror shall wire transfer to the City in the amount of \$7,500.00 (seven thousand, five hundred dollars) satisfying the one-time fee pursuant to the RFP (“Good Faith Deposit”). The Good Faith Deposit shall be non-refundable and may be used by the City to perform necessary due diligence activities and analysis during the ENA period with the Selected Offeror.

5.2 ENA Budget. The Offeror shall submit an ENA Budget, for City approval, for the commencement and completion of producing the Development Plans, including all Deliverables (“ENA Budget”). The ENA Budget shall establish cash flow Performance Benchmarks by which each identified funding source shall be secured and available to undertake and complete each

activity in the Scope of Work, as set forth in Article 4, and pursuant to the ENA Schedule. The ENA Budget shall be made part of and incorporated by reference into this ENA as **Exhibit B**. If, in advance of failing to meet a Performance Benchmark, the Offeror notifies the City in writing and seeks to negotiate in good faith an amendment to the ENA Budget, then the Offeror shall not be in default under this ENA for a failure to meet any Performance Benchmark. Failure to meet Performance Benchmark shall be considered a default and cause for termination of this Agreement pursuant to Article 6 of this Agreement.

5.3 ENA Schedule. The Parties shall submit an ENA Schedule, for City approval, for the commencement and completion of the producing and submitting the Development Plans, including all Deliverables (“ENA Schedule”). The ENA Schedule shall establish Performance Benchmarks by which each activity that is included in the Scope of Work, as set forth in Article 4, shall be completed. The ENA Schedule shall be made part of and incorporated by reference into this ENA as **Exhibit C**. If, in advance of failing to meet a Performance Benchmark, the Offeror notifies the City in writing and seeks to negotiate in good faith an amendment to the ENA Schedule, then the Offeror shall not be in default under this ENA for a failure to meet any Performance Benchmark. Failure to meet Performance Benchmark shall be considered cause for termination of this Agreement.

5.4 Developer Team. Offeror shall designate a developer team to prepare the Development and related Deliverables (“**Developer Team**”). The Developer Team shall include, at a minimum, the Offeror’s executive decision-maker, senior project manager, and assistant project manager, as follows:

Name: PHILLIP GESUE  
Title: MANAGING MEMBER  
Role: Executive Decision-Maker

Name: CLAUDIO RUBEN  
Role/Title: Senior Project Manager

Name: TOM WALLIS  
Role/ Title: Project Manager

The Developer Team shall have direct responsibility for managing the Scope of Work and day-to-day activities under the ENA and to coordinate regularly with the City's Project Team in successfully undertaking and completing the Scope of Work. The Offeror's Project Manager shall report to the Executive Decision-Maker, who shall direct and control in the quality, risks, and performance of this ENA. The Developer Team members shall be the consistent identified in the Submission Package, or as otherwise submitting in writing to the City for review and approval, which shall not unreasonably be withheld.

5.4.1 Development, Ownership, Management Corporate Entities. Upon request by the City, Offeror shall provide City with regular updates regarding establishing legal corporate entities and composition of Project governance structures including Project developer, owner, and manager entities for City review and approval, which shall not be unreasonably withheld.

5.5 Management of the ENA Development Plans and Deliverables.

5.5.1 Regular Progress Reports. Offeror shall submit written progress report to the City's Project Team no less than once every thirty (30) days, detailing the status, progress, risks, and successes toward completion of each Performance Benchmark ("Progress Reports"). There shall be at least one written progress report submitted during the Initial Term of this Agreement.

5.5.2 Weekly Conferences/Meetings. Offeror's Project Managers and the City's Project Managers and, as necessary, their respective team members, shall confer by

telephone, videoconferencing, or in-person, at least weekly to coordinate Scope of Work activities.

5.5.3 Public Engagement, Communications, and Hearings. Offeror is responsible for determining the level and type of public engagement in creating and informing the Development Plans, and is responsible for implementing public engagement activities, communications, and presentations whether they be to non-profit organizations, media outlets, or other citywide or community groups. Offeror acknowledges and agrees that all costs incurred by the Offeror to undertake public engagement and hearing activities are the responsibility of the Offeror. Public hearings may be required for approvals and project status reports to the City's Governing Body, City Council Committees, or other governmental or semi-governmental bodies. The Parties shall coordinate communications and collaborate diligently regarding all public engagement activities, communications, and public hearings associated with the Project and this ENA Scope of Work.

5.5.4 Delays and Difficulties. Both Parties shall promptly report to the other Party any delays in completing any Performance Benchmarks and any difficulties associated with satisfactory performance of any related activity. The Offeror shall submit feasible and reasonable solutions to address delays and difficulties for the City's review and consideration. If after such coordination and consideration, the delay or difficulty is not resolved, it shall be reported to the Parties' Executive Decision-Makers, who shall confer and attempt to mutually agree upon a resolution. Both Parties shall document in writing all such delays, difficulties, issues, resolutions, and agreed upon actions. Said documentation shall be incorporated into the next regular Progress Report(s).

5.6 Approvals not Advice. Offeror understands and agrees that approval by the City of actions taken by the Offeror in connection with preparing the Development Plans and other



Deliverables shall not constitute any advice or recommendation as to the matter approved, and the City shall have no liability to Offeror based upon or proximately caused by any such approval. Offeror further understands and agrees that any such approval, including any review or comments by the City, or third parties engaged by City, shall not relieve Offeror of the sole responsibility for developing, performing, and managing all activities within the Scope of Work.

5.7 Right of Entry. During the Term of this ENA, the City grants the Offeror, including its employees, agents, representatives, consultants, and contractors, the right to enter the Project Parcel for the Purpose of this executing this ENA and the associated Scope of Work. The Right of Entry shall be exercised only in accordance with the Access License Agreement (the “Access License Agreement”), which shall be made part of and incorporated by reference into this ENA as **Exhibit D**. Prior to exercising the Access License Agreement, Offeror shall provide the City with evidence, in the form of certificates of insurance and copies of endorsements, documenting that each consultant and contractor procured by the Offeror that enters the Project Parcel shall have in effect reasonable public liability insurance, as provided in this ENA. Notwithstanding anything to the contrary in this Agreement, Offeror shall not conduct any invasive third party testing on Project Parcel without giving prior written notice to the City of the specific activity or scope of work to be undertaken (including, with respect to any invasive testing: a written plan for such testing, the name of the firm to perform such activity and their qualifications, signed contract between the Offeror and the contractor, and evidence of contractor’s required insurance).

5.8 Insurance. Offeror shall, at its own cost and expense, obtain and maintain the insurance coverages described in **Exhibit E (“Insurance Requirements”)** and **Exhibit F (“Additional Insureds Requirements”)** made part hereof and incorporated by reference herein.

5.9 Negotiation of DDA. During the Term of this ENA, the Parties shall negotiate the proposed terms and conditions of any DDA to be submitted to the City's Governing Body for review and consideration. The DDA will set forth all the terms, provisions, and conditions for the disposition and development of the Project Parcel and development and operation of the Project. The Parties intend that the Development Plans shall be exhibits to, made part of, and be incorporated by reference in the DDA. In negotiating a DDA, the Parties expect to address matters that may not be covered by the Development Plans but are significant and relevant to effectuating and implementing the Development Plans described in the DDA.

5.10 Completion of ENA Period. The Parties shall each determine whether the Project is feasible, conclude all negotiations, and if agreed upon, execute, and deliver a DDA by the end of this ENA Period.

## **ARTICLE 6.**

### **TERMINATION OF ENA**

6.1 Failure to Pay Deposit. If Offeror fails to timely pay the Good Faith Deposit to the City in accordance with Section 5.1 above, this Agreement shall automatically terminate without further action by either Party.

6.2 Execution of DDA. If a DDA is executed by the Parties relating to all or part of the Project Parcel during the Initial Term or any Extended Term, then this ENA shall terminate upon execution of said DDA with respect to the portion, or all, of the Project Parcel subject to the DDA.

6.3 Discretionary Termination by a Party. If either Party concludes at any time in its sole discretion that (a) the Project is not feasible, or (b) that the negotiations are unlikely to result

in the execution of mutually agreeable DDA, then such Party may terminate this Agreement by delivering written notice thereof to the other Party. The Parties shall work in good faith to find solutions and strategies that avoid a termination pursuant to this clause.

6.4 Expiration of Term. Unless sooner terminated as provided in this Article 6, this Agreement shall terminate upon expiration of the Term hereof without further action by either Party.

6.5 Termination for Default. Prior to expiration of the Term of the ENA, the City, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offeror, and Offeror's failure to cure such default within thirty (30) days after notice thereof from the City. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform its material obligations under this Agreement, including, Articles 4 and 5, above.

6.6 Force Majeure. The Parties enter this Agreement recognizing that the duty to collaborate, coordinate, and negotiate in good faith and communicate regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible and shall mitigate the damages to the other Party, including the consideration of amendments to this Agreement to allow performance. If amending the Agreement to address the inability to perform is not possible, the affected Party may terminate this Agreement without further obligations.

## ARTICLE 7.

### GENERAL TERMS

7.1 Limitation on Effect of Agreement. This Agreement shall not obligate the City or Offeror to enter a DDA for the disposition or development of the Project Parcel. Offeror understands and agrees that any proposed DDA resulting from the negotiations between the Parties pursuant to this Agreement shall become effective only if and after such DDA has been considered and approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both City and Offeror.

7.2 Third Party Expenses. The Offeror acknowledges and agrees that all third party expenses incurred by the Offeror to undertake and complete the Scope of Work, including submitting the Deliverables, associated with this ENA, and including procuring and obtaining third party studies, plans, and reports with respect to the Project including, without limitation, all due diligence studies, assessments, and tests, and all land planning and other consulting documents related to the proposed Project, are the sole responsibility of the Offeror.

7.3 Distinction from Regulatory Authority of City. Offeror understands and agrees that this Agreement does not indicate and does not imply that the City, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project as contemplated by this Agreement.

7.8 Survival of Terms. All provisions of this Agreement which by their nature should survive the termination or expiration of this Agreement in its entirety shall so survive, including, but not limited to Articles 5, 6, and 7.

7.9 Limitations on Liability. In any action arising out of, based on, or relating to this Agreement, including but not limited to any action for breach of the ENA, the sole and exclusive remedy of the Offeror shall be the termination of the ENA. In no event shall the Offeror be entitled to the recovery of any damages for any costs or expenses it incurs, any loss from any business opportunity it forgoes, or any amounts it expects to gain, including without limitation any future or potential profits, by reason of this Agreement. In any such action, neither party shall be entitled to recover any consequential damages, treble, or punitive damages. In any dispute between the Parties arising out of this Agreement, each party shall bear its own costs and attorneys' fees.

7.10 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no *lis pendens* shall be filed by any Party, including any person, firm, or corporation contracting with a Party with respect to this Agreement, including any act, omission or dispute arising from it.

7.11 Exclusive Venue. If an action is filed by either Party arising out of, based on, or in any way relating to this Agreement, the Parties agree that such action shall be filed, and the case tried exclusively in the District Court for the First Judicial District, County of Santa Fe, State of New Mexico.

7.12 Documents, Records, and Reports.

A. All documents, records, and reports provided to or made available to the City under this Agreement shall be made certifiable to the City and become the property of and owned by the City without any further action by either Party. This provision is intended to protect the City's interest in retaining and using documents and reports regarding the state of the Midtown Site and its land, buildings, infrastructure, including third party reports regarding land and building conditions and land plans; it does not apply to confidential or proprietary records or documents created by, or unique to, the Offeror or its direct development or investment partners.

If the Offeror provides such confidential records to the City, the Offeror shall clearly mark them “confidential”.

B. The City is a public body subject to the New Mexico Inspection of Public Records Act (“IPRA”). The IPRA generally provides that written documents retained by the City are subject to disclosure upon the request of any third-party, except as otherwise provided in the IPRA.

C. If the Offeror disagrees with a City assessment that a record must be produced pursuant to IPRA, the Offeror shall be responsible, at its sole cost and expense, to take any action required by law to limit or prohibit the disclosure under the IPRA of any documents and records provided to the City under this Agreement.

7.13 No Assignment. The City is entering into this Agreement based upon the Offeror’s RFP Submission Package, including the representations therein with respect to the experience, qualifications, and capacity to successfully complete the proposed Project. The City understands that named principals of the Offeror identified in the RFP Submission Package will be personally involved the performance of this Agreement. Further, the Offeror understands that but for the direct involvement of Offeror as a corporate entity and the Developer Team identified in the RFP Submission Package, the City would not enter into this Agreement. The Parties therefore agree that the Offeror shall not sell, assign, or transfer any of its rights or delegate any of its duties or obligations under this Agreement to any person, firm or entity, directly or indirectly, including by a change in the ownership, control, or management of the Offeror without the prior express written consent of the City which the City may withhold in its sole and absolute discretion.

7.14 Indemnification. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs

arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any act or omission of the Offeror, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third party.

7.15 Relationship of the Parties. Nothing in this Agreement, or in the use of the term “Public-Private Partnership” by any person in connection with or in reference to this Agreement, the Midtown Site, the Project Parcel, or the Project shall make, or be deemed or construed to make, the Parties joint venturers, partners, agents, a joint enterprise, employer and employee, or lender and borrower. Offeror shall have no authority to hire any person as an employee or agent of the City for any purpose. Neither Offeror nor any of its affiliates, members, directors, officers, employees, agents, representatives, consultants, or contractors shall represent or hold themselves out as an employee, agent, or person or entity acting for or on behalf of the City.

7.16 Real Estate Commission. The Parties, the City and Offeror, each represent that it has not engaged any broker, agent, or finder in connection with this Agreement, including any transaction described herein, and that no commission is due or owing to any person, firm or entity by reason of this Agreement or any subsequent DDA between the Parties. This Agreement is made and entered into solely for the benefit of the Parties, and no other person shall have any right of action under this Agreement.

7.17 Notices. Any and all notices or other communications required or permitted to be given under this Agreement shall be in writing and either (a) personally delivered, in which case notice shall be deemed given upon receipt; (b) sent by electronic mail, in which case notice shall be deemed given upon the transmission of such email, if transmitted on a business day before 5:00 p.m. Mountain Standard Time (MST), otherwise on the next business day, and provided that no error message is received by the sender, and provided further that upon request by the sender of an email, the recipient shall reply confirming receipt of the same; (c) sent via any nationally recognized overnight courier service with provision for proof of delivery, in which case notice shall be deemed given on the next business day after the sender deposits the same with such courier service; or (d) sent via the United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed given on the date of delivery as shown on the return receipt, or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service. In any case, all such notices or other communication shall be addressed to the following Parties:

**OFFEROR**

**CITY**

ADDRESS:

412 Apodaca Hill St  
Santa Fe, NM 87501

ADDRESS:

City Hall  
200 Lincoln Ave  
Santa Fe, NM 87501

CONTACT/ ATTENTION:

Phillip Gesue

CONTACT/ ATTENTION:

Lee Logston

EMAIL & PHONE NUMBER:

[pgesue@pereholdings.com](mailto:pgesue@pereholdings.com)  
917-892-0060

EMAIL & PHONE NUMBER:

[lrlogsston@santafenm.gov](mailto:lrlogsston@santafenm.gov)  
505-955-6914

Copy:

Copy:



Any Party may change the address for notice from time to time by giving notice to the other Party in writing in the manner provided above; provided, however, that notice of any such change shall be effective only upon actual receipt by the other Party.

7.18 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without reference to, or application of any of its choice of law provisions.

7.19 Entire Agreement. This Agreement and the exhibits and documents incorporated by reference, including but not limited to the Offeror's RFP Submission Package, constitute the entire agreement of the Parties regarding the subject matters of this Agreement. No prior oral or written understandings or agreements of the Parties shall be of any force or effect. This Agreement shall be modified or amended only in writing, duly executed by the Parties.

7.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by the exchange of electronic facsimile copies, .pdf, or other electronic image files of counterparts of the signature page, which shall be considered the equivalent of an original signature page for all purposes.

7.21 Conflict of Interest. Offeror represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, that conflicts in any manner or degree with the performance or services required under this Agreement. Recusal from an existing role to avoid a potential conflict is consistent with this representation and warranty. For example, the Parties acknowledge that associates or members of the Offeror are in business in other areas of Santa Fe and those ongoing activities are anticipated to further, rather

than conflict with, performance required under this Agreement. Should a conflict arise, the Offeror will immediately notify the City to determine a resolution.

7.21.1 Offeror further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through 10-16-18.

7.21.2 Offeror's representations and warranties in this Section are material representations of fact upon which the City shall have relied when this Agreement is executed by the Parties. Offeror shall provide immediate written notice to the City if, at any time during the Term of this Agreement, it learns that any representation and warranty in this Section was erroneous in any material respect on the Effective Date or becomes erroneous in any material respect by reason of changed circumstances. If it is later determined that any representation and warranty of the Offeror herein was erroneous in any material respect on the Effective Date, or subsequently becomes erroneous in any material respect by reason of changed circumstances, the City, in addition to other rights and remedies it may have and notwithstanding anything to the contrary in this Agreement, may immediately terminate the ENA.

7.21.3 All terms defined in the Governmental Conduct Act shall have the same meaning in this Section.

7.22 Non-Discrimination. Offeror shall not discriminate in any way against any person based on age, sex, race, color, religion, sexual orientation, disability, ethnicity, or national origin in the performance of, or in any activity relating to, this Agreement.

7.23 Authorization to Execute. Persons signing this Agreement represent that they are duly authorized to execute and deliver this Agreement on behalf of the party named herein, and

that to the knowledge of such person this Agreement is binding upon such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Negotiation Agreement as of the Effective Date.

**OFFEROR:**

Midtown Santa Fe Productions QOF, LLC a  
LIMITED LIABILITY COMPANY OF THE  
STATE OF DELAWARE

Date: Jul 14, 2023

By:   
Phillip Gesue | Jul 14, 2023 09:02 MDT

Name: Philip Gesue

Title: Managing Member

**CITY:**

City of Santa Fe, New Mexico, a MUNICIPAL CORPORATION OF THE STATE OF NEW MEXICO

Date: Aug 4, 2023

By: 

Name: Alan Webber

Title: Mayor

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jul 13, 2023 14:25 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

ATTEST:



KRISTINE BUSTOS-MIHELICIC, CITY CLERK  
GB MTG 07/26/2023 X/V

APPROVED FOR FINANCES:

  
Emily K. Oster (Aug 3, 2023 22:53 MDT)

EMILY OSTER, FINANCE DIRECTOR

**EXHIBIT A**

**CONCEPTUAL PARCEL AREA PLAN**  
**(DEVELOPMENT PARCEL FOR PLANNING PURPOSES ONLY - ATTACHED)**

**Existing Buildings and Proposed Reuse or Demolition Proposals**

<i>Tract G &amp; I</i>	<i>Tract F</i>	<i>Tract F</i>	<i>Tract F</i>	<i>Tract K (new tract)</i>
<b>Garson Studios</b>	<b>Driscoll</b>	<b>Alumni Hall*</b>	<b>Onate Hall</b>	<b>Benildus</b>
<b>To be reused</b>	<b>To be reused</b>	<b>To be reused</b>	<b>To be demolished</b>	<b>To be reused</b>
38,000 sf production studio	22,000 sf gymnasium/ ancillary	11,500 sf storage building	6,000 sf barracks	34,000 sf office/support

\* Additional parcel area requested pursuant to Section 1B in RFP offering that indicates additional areas beyond Production Lots may be considered as part of the redevelopment parcel area.

\* Tracts indicate historic tract areas prior to Midtown Master Plan rezoning. Offeror will review historic parcels and potential need for consolidation as part of creating the development plan for the proposed project.

**Notes for Planning Purposes:**

1. The Conceptual Parcel Area plan illustrates the parcel area for private development and does not include the public right of way areas for which the developer may be responsible for developing pursuant to negotiations in the ENA period.
2. The primary street right of ways (illustrated in orange) outside of the parcel boundaries (indicated in blue dashed line) are included in the framework of the Master Plan and would require significant amendments to the Master Plan for which the Offeror would be responsible for negotiating with the City for approval prior to submitting the required applications for land use amendments.
3. The primary street public right of ways (illustrated in orange) inside of the parcel boundaries (indicated in blue dashed line) may be amended to ensure access, safety and function for the intended uses of the proposed development. In addition, circulation patterns must maintain and maximize connectivity to adjacent areas pursuant to criteria established in the Master Plan.
4. The secondary street public right of ways, including paseos and alleys (indicated in green), are not fixed in the Master Plan and may be proposed as part of the planning process for City approval. Their location may be proposed by the Offeror using criteria provided in the Master Plan, particularly regarding design and connectivity.
5. The parcel area to the east of Benildus Hall fronting the central plaza has been included in the Conceptual Parcel Area but shall not be considered as a definite area for disposition and development by the Offeror at this time. The Offeror may propose uses on the parcel that will activate the area central plaza open space using criteria provided in the Master Plan.
6. A north-west linear space has been included to (i) create a potential parking area and link the Benildus Hall area to the other parcel development area; and, (ii) create a development parcel along the primary street leading to the central plaza. The parking area may be amended to be located directly south of Benildus Hall with a realignment of the east-west secondary street (indicated in green) to create a parking area adjacent to Benildus Hall.
7. During the course of the ENA term, the Offeror and the City agree to collaborate in planning and finalizing the parcel area boundaries in such a way that benefits the development and operations of the Offeror’s proposed project and to achieve Midtown Redevelopment Plans and City objectives.



**Legend**

-  Conceptual parcel area for planning purposes for the Redevelopment and Expansion of the Midtown Production Studio Lot.



Site Plan

**EXHIBIT B**

## ENA BUDGET TO COMPLETE SCOPE OF WORK

	<u>AMOUNT</u>	<u>SOURCE OF FUNDS</u>
Production Lot Development Plan	\$10,000	Offeror funded
Driscoll Development Plan	\$10,000	Offeror funded
Phase I Environmental Report	\$5,000	Offeror funded
Legal	\$10,000	Offeror funded
Jenkins and Gavin	\$5,000	Offeror funded
Chatroop Surveying	<u>\$2,000</u>	Offeror funded
Total	<u>\$42,000</u>	Offeror funded

## EXHIBIT C

### ENA SCHEDULE WITH PERFORMANCE BENCHMARKS

	PROPOSED LEASE/DDA CLOSING DATE 9/1/2023						
	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Development Program							
Development Schedule and Phasing Plan							
Development Budget and Financing Plan							
Disposition Terms							
Due Diligence Reports							
Infrastructure Plans							
Master Plan Land Use Applications for Amendment							
Development, Ownership, and Mgt Entity Corporate Docs							
Negotiation of Disposition and Development Agreement ("DDA")							
Negotiation of Land Lease							
Utility Supply Agreement with City							
Amendment to Masterplan/Approval of Accessory Uses							
Community Development Letters of Interest							
Survey and Recorded Lot Line Adjustment of New Lots							



## EXHIBIT D

### ACCESS LICENSE AGREEMENT

This Access Agreement (“Agreement”) is made effective as of the date of the last signature hereto (“Effective Date”) by and between the **City of Santa Fe**, New Mexico, a municipal corporation (“**City**”, “**Grantor**”), and Midtown Santa Fe Productions QOF, LLC (“**Midtown Productions**”, “**Grantee**”).

#### **Recitals**

A. The Grantor owns real property with an address at 1600 St. Michaels Drive located in the City and County of Santa Fe, New Mexico, also known as the Midtown Site (“**Property**”).

B. The Grantee is a real estate developer selected to perform a Scope of Work at Property, and more specifically the Project Parcel (“**Project Parcel**”), both described in the executed Exclusive Negotiation Agreement (“**ENA**”) of which this Access Agreement is an Exhibit and attached and dated to be concurrent with said ENA.

C. The primary purpose of this Agreement is to grant access to the Grantee to perform necessary, standard, and professional due diligence activities at the Parcel in furtherance of creating a viable development plan and the terms for the disposition of the Parcel.

D. The Grantor and Grantee are discussing the disposition and conveyance of the Property to the Grantee (the “**Transaction**”), to allow for the implementation an approved development plan.

E. As part of such due diligence, the Grantee has requested, and the Grantor has agreed, that the Grantee be allowed to access the entire Property to conduct inspections, assessments, investigations, sampling and testing of the Property and the soils, structures, and improvements thereon, on the terms and provisions of this Agreement.

#### **Agreement**

NOW THEREFORE, in consideration of the foregoing Recitals, the Transaction, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee covenant and agree as follows:

1. **Grant of Access.** Subject to the terms of this Agreement, the Grantor grants the Grantee a temporary, nonexclusive License for the term hereof under, over, on, and across the Project Parcel for the benefit of the Grantee, its agents, employees, consultants, and contractors

and their respective subcontractors at every tier, and all others providing services in connection with the Transaction (the “License”).

2. **Access Studies.** Subject to the notice provisions of Section 3 below, the Grantee shall use the License for purposes of inspections, diligence, sampling, testing, and invasive and non-invasive studies (collectively, the “Access Studies”) of the Project Parcel. The Access Studies may include conducting such tests, feasibility studies, environmental studies, appraisals, and engineering studies as the Grantee may elect, to determine whether the Project Parcel is satisfactory for the Grantee’s contemplated use thereof.

2.1. The Grantee agrees that, when possible, the Access Studies will be conducted in a manner so as not to physically damage the Property. The Grantor agrees, however, that the Access Studies may include invasive testing, including without limitation soil samples, drilling or boring, and removal of improvements or surfaces for environmental, geotechnical, archeological or other studies and testing, per the terms of the ENA and listed below. Grantee must submit to Grantor written notice and scope of work and schedule describing the testing for Grantor to approve prior to commencement of work.

2.2. The Grantee agrees that all Access Studies will be conducted in a manner that least disturbs the tenants of and visitors to the Property and does not unreasonably interfere with the usual operation of the Property by the Grantor and its tenants. The Grantor will cooperate, and will cause its tenants to cooperate, with the Grantee with respect to the Access Studies.

3. **Notice.** Other than incidental access to the Property, the Grantee shall provide notice of its intended access and Access Studies as provided in this Section.

3.1. The Grantee will provide the Grantor with prior notice of any access onto Property for purposes of a non-invasive Access Study, which notice shall state the nature, location, and times proposed. Such access and Access Study shall be permitted unless the Grantor responds within two (2) business days after receipt of the notice that the proposed access or Access Study is not convenient, which response will include convenient times at which the Grantee may reschedule.

3.2. The Grantee will provide the Grantor with at least five (5) business days’ prior written notice of any access onto Property for purposes of an invasive Access Study, as described in Section 2.1 above. Such notice shall state the nature, location, and times proposed for such access. The invasive Access Study may proceed upon written approval by the Grantor provided within three (3) business days after receipt of the notice, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. **Repair of Foundation Property.**

4.1. The Grantee will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection. The Grantee will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such Access Studies.

4.2. If any portion of the Property is damaged as a result of the Grantee's Access Studies, the Grantee shall repair or restore the damaged property to substantially the condition that existed immediately prior to such damage and shall pay all costs and expenses associated therewith.

5. **Term.** The License granted herein shall terminate on the first to occur of (i) the parties' declination to proceed with the Transaction, including the termination of any transfer agreement for the Project Parcel, or (ii) the date of closing of the Transaction.

6. **Compliance with Laws.** The Grantee shall comply with all laws, rules, regulations and orders of federal, state, and local governmental agencies that are applicable to the Property and the Access Studies conducted on or about the Property by or on behalf of the Grantee.

7. **Hazardous Materials.** The Grantee shall refrain from discharging any hazardous wastes or toxic substances on or about any portion of the Property, other than such substances as may be commonly used by qualified persons in connection with the Access Studies, which use shall be subject to the repair obligations described in paragraph 3 above.

8. **Insurance.** As a condition to the exercise of the rights granted herein, the Grantee shall maintain, and cause its contractors entering onto the Property to maintain, the following insurance, and will provide the Grantor with current certificates of insurance and copies of insurance policies evidencing the required insurance coverages. The policy shall be endorsed to include the City of Santa Fe, as additional insured for all ongoing and completed operations.

Exhibit E: Insurance Requirements of the Midtown Development Exclusive Negotiation Agreement shall apply to the Access Studies in connection with this Access License Agreement.

9. **Indemnity.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Grantor from and against all claims arising out of or related to the Grantee's Access Studies, except to the extent such claims are caused by the negligent acts or omissions of the Grantor or any other tenant of the Property; provided, however, that this indemnity shall not extend to, and the Grantee shall not be liable to the Grantor for, (a) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Project Parcel, or for any diminution in the market value of the Project Parcel resulting from the information disclosed by any such investigation or test, (b) for any negligence or misconduct of the Grantor or any agent, contractor or employee of the Grantor, or (c) any pre-existing conditions on or about the Property.

10. **Miscellaneous.**

10.1. Time is of the essence in this Agreement.

10.2. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement and no representations, inducements, promises or

agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

10.3. This Agreement may be modified only by a written document signed by both parties. No provision of this Agreement shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Agreement shall be construed to modify the Agreement or waive either party's right to insist upon strict performance of the terms of this Agreement.

10.4. The parties acknowledge that this Agreement is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.

10.5. This Agreement shall be interpreted under and governed by the laws of the State of New Mexico. The Parties agree that any action or suit arising from this License shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court. The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to recover costs including reasonable attorneys' fees from the other party.

10.6. EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS AGREEMENT.

10.7. The Recitals set forth at the beginning of this Agreement are incorporated herein by reference. The headings of this Agreement have been inserted for convenient reference only and are not to be considered in the construction of any provision hereof.

10.8. This Agreement may be executed in counterparts that together will be a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

**Grantee:**

Offeror Entity

Midtown Santa Fe Productions QOF, LLC

Date: Jul 14, 2023

By:  Phillip Gesue (Jul 14, 2023 09:02 MDT)

Name: Phillip Gesue

Title: Managing Member

**Grantor:**

City of Santa Fe, New Mexico

Date: Aug 4, 2023

By: 

Name: Alan Webber

Title: Mayor

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jul 13, 2023 14:25 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY

ATTORNEY ATTEST:



KRISTINE BUSTOS-MIHELICIC, CITY CLERK  
GB MTG 07/26/2023

XIV

APPROVED FOR FINANCES:

  
Emily K. Oster (Aug 3, 2023 22:53 MDT)

EMILY OSTER, FINANCE DIRECTOR

## EXHIBIT E

### INSURANCE REQUIREMENTS

Offeror shall procure and maintain, or cause its subcontractors and subcontractors to procure and maintain the following insurance policies, through the Initial Term and any Extended Term, in the following amounts and with the following terms and conditions:

- 1.1 Intentionally Deleted.
- 1.2 Offeror and its consultant and/or subcontractors shall provide to and for approval of the City valid duplicate original Certificates of Insurance and/or, at the City's option, a certified copy of the insurance policies and all endorsements of riders thereto, evidencing compliance with all requirements contained in this Agreement, all in form and substance satisfactory to the City. The Offeror and its consultants and/or subcontractors shall provide City with proof of payment of premiums in full for the current annual period or, if such premiums are financed, evidence that premiums are current. The Offeror and its consultants and/or subcontractors shall be required to provide 30 days prior notice to City of any material changes to the policies, including but not limited to impairment of liability limits, that impact the required insurance coverage hereunder.
- 1.3 Acceptance and/or approval of the insurances herein does not and shall not be construed to relieve Offeror and its consultants and/or subcontractors from any obligations, responsibilities, or liabilities under the Agreement.
- 1.4 All insurances required by the Agreement shall: (i) be obtained at the sole cost and expense of the Offeror and its consultants and/or subcontractors; (ii) be maintained with insurance carriers properly licensed to do business in all states required by the

terms of this Agreement, and acceptable in all respects, to the City; (iii) be “primary” and non-contributing to any insurances maintained by City; (iv) contain a Waiver of Subrogation in Favor of the City (except for Professional Liability Insurance), so that in no event, shall the insurance carriers have any right of recovery against the City or its employees, (v) provide that written notice be given to the City and all additional insureds and certificate holders at least ten (10) days prior the cancellation, non-renewal or modification of any such policies, which notice shall be evidenced by return receipt of United States certified mail; and (vi) designate the City and any subsidiary, parent or affiliates of the City and its partners, directors, officers, agents, and employees or others or entities with an insurable interest designated by the City as additional insureds thereunder (except for Workers Compensation and Employer’s Liability insurances and Professional Liability Insurance).

1.5 The Offeror and its consultants and/or subcontractors shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period such coverages are required to be in effect.

1.6 Not less than ten (10) days before the expiration date or renewal date, the Offeror and its consultants and/or subcontractors shall supply the City with updated replacement Certificates of Insurance, amendatory riders, and endorsements, and/or certified copies of insurance policies, together with evidence of payment of the premium, that clearly evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as provided by the

- expiring Certificates of Insurance, certified copies of insurance policies and amendatory riders or endorsements originally provided.
- 1.7 If the Offeror and its consultants and/or subcontractors shall fail to purchase and maintain, or fail to require to be purchased and maintained, the insurance specified in this Agreement, City may (but shall not be obligated to) purchase such insurance on behalf of the Offeror and its consultants and/or subcontractors and the Offeror and its consultants and/or subcontractors shall reimburse the City for any premiums paid therefor.
- 1.8 The Offeror and its consultants and/or subcontractors shall select reputable and financially sound insurers acceptable to City to underwrite the required coverages. In all instances, each insurer selected must be rated at least "A-" Class "X" in the most recently published Best's Insurance Report.
- 1.9 There shall be no exclusion for damages due to acts of terrorism.
- 1.10 No act or omission of any insurance agent, broker or insurance company representative shall relieve Offeror and its consultants and/or subcontractors of any of its obligations under this Agreement.
- 1.11 Offeror will procure and maintain the following insurance with limits of liability not less than specified below.
- A. Commercial General Liability Insurance written on a per occurrence basis with a One Million Dollar (\$1,000,000) per occurrence limit and a Two Million Dollar (\$2,000,000) general aggregate. This limit may be provided through a combination of primary and umbrella/excess liability policies. Such insurance shall include the following coverages:



1. Premises, Operations and Products/Completed Operations coverage.
  2. Products/Completed Operations coverage shall extend for a period of at least twelve (12) months after the date of final completion and acceptance by the City of all of Offeror and its consultants and/or subcontractors' Work.
  3. Contractual Liability coverage for the contractual liabilities assumed under this Agreement.
  4. Personal Injury and Advertising Injury Liability.
- B. Worker's Compensation, Occupational Disease Benefits, Voluntary Compensation, and Disability Benefits, Defense Base Act, and any other federal and/or state coverages, as required, for not less than the statutory limits, and if applicable, an "Other States Endorsements"; Employers' Liability Insurance or Stop-Gap Employers' Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, by disease One Million Dollars (\$1,000,000) each employee.
- C. Comprehensive Business/Automobile Liability Insurance to include uninsured/underinsured and medical payment protection covering any automobile, including owned, leased, hired, and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per accident.
- D. Professional Liability Insurance covering Errors and Omissions, with limits of liability of not less than One Million Dollars (\$1,000,000) per claim with a one-year completed operations period. Local Small, Minority, or Woman Business Enterprise ("**Disadvantaged Business Enterprise**", "**DBE**") consultants may be utilized. If DBE's limits are lower than the required limits, such lower DBE limits must be approved in

writing by City in advance. Each such policy shall have a reasonable deductible or self-insured retention. Such insurance shall remain in force during the period when such Contractor and its consultants and/or subcontractors services are performed and for a period of one (1) year after the completion of the Scope of Work.

E. If performing any invasive testing or consulting services relating to any environmental services or handling of hazardous materials, contractors' pollution liability coverage with commercially reasonable limits and deductibles or self-insurance retention.

1.12 The parties identified on **Exhibit F** shall be named as additional insureds on the Offeror's policies (except for Worker's Compensation and Employer's Liability insurances and Professional Liability Insurance). Coverage provided to the additional insureds will include protection for Products/Completed Operations Hazard.

**EXHIBIT F**

**ADDITIONAL INSUREDS REQUIREMENTS**

- (1) City of Santa Fe, and each of the City's officers, agents, employees, and representatives;
- (2) Any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities; and
- (3) Such other and additional entities and/or individuals as may be identified by Owner to Contractor in writing.

**<END OF ENA DOCUEMENT>**



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: **Midtown Santa Fe Productions QOZB, LLC**

Description: **Amendment No. 1 to Exclusive Negotiating Agreement**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: \_\_\_\_\_ Term End Date: \_\_\_\_\_

Approved by Council

Date: **Pending**

### **Contract / Lease: Contract**

Amendment # **1** to the Original Contract / Lease # **23-0493**

Increase/(Decrease) Amount \$ **N/A**

Extend Termination Date to: **8/4/2024**

Approved by Council

Date: **1/10/2024**

### **Amendment is for: To Extend Term.**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Contract is an Amendment to Item #23-0493 Exclusive Negotiation Agreement between the City of Santa Fe and Midtown Santa Fe Productions QOZB, LLC for disposition of City property. Agreement is a result of the Evaluation Committee selecting Midtown Santa Fe QOZB, LLC from respondents to RFP #23/35/P Redevelopment and Expansions of the Midtown Studio Production Lot. The previous ENA term would expire 2/4/2023. This Amendment extends the term to 8/4/2024.**

3. **Procurement History:** \_\_\_\_\_

*JosAnn Lovato Montano*

Purchasing Officer Review: \_\_\_\_\_

Jan 2, 2024

Date: \_\_\_\_\_

Comment & Exceptions: Extending term

4. **Funding Source:** \_\_\_\_\_

*Andy Hopkins*

Andy Hopkins | Jan 2 2024 09:56 MST

Budget Officer Approval: \_\_\_\_\_

Org / Object: **5256175/471400**

Jan 2, 2024

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: **Lee Logston, Asset Dev. Mgr.** Phone # **505-955-5929**

Email: **lrlogston@santafenm.gov**

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

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, 101 West Main St Suite 900, Norfolk, VA 23510, 866 757-4234. CONTACT NAME: Jocylen A. Alexander, PHONE: 814-817-6201, FAX: 610-362-8559, E-MAIL ADDRESS: jocylen.alexander@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Selective Insurance Company of America, NAIC #: 12572.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Comm Property.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Midtown Santa Fe Productions QOF, LLC and the City of Santa Fe, and each of the City's officers, agents, employees, and representatives are listed as Additional Insureds

CERTIFICATE HOLDER: City of Santa Fe, 200 Lincoln Ave., Santa Fe, NM 87501. 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: [Signature]



MIDTOWN SANTA FE PRODUCTIONS  
1 WORTH ST APT 3F  
NEW YORK, NY 10013-2971

October 20, 2022  
NM Business Tax ID:  
03-602527-00-5  
Letter ID: L0748103792

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>31-Oct-2022</b>	IDENTIFICATION NUMBER <b>03602527005-GRT</b>	Business Start Date <b>31-Oct-2022</b>
Business Location <b>1600 1/2 SAINT MICHAELS DR</b>	Business End Date	
City and State <b>SANTA FE, NM</b>	Zip Code <b>87505-7634</b>	
Taxpayer Name <b>MIDTOWN SANTA FE PRODUCTIONS 002B, LLC</b>	Taxpayer Type <b>Corporation</b>	
Firm Name <b>MIDTOWN SANTA FE PRODUCTIONS</b>	Filing Frequency <b>Monthly</b>	
Mailing Address <b>1 WORTH ST APT 3F</b>		
City and State <b>NEW YORK, NY</b>	Zip Code <b>10013-2971</b>	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
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Firm Name <b>MIDTOWN SANTA FE PRODUCTIONS</b>	Filing Frequency <b>Monthly</b>	
Mailing Address <b>1 WORTH ST APT 3F</b>		
City and State <b>NEW YORK, NY</b>	Zip Code <b>10013-2971</b>	

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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

**BUSINESS REGISTRATION**

**Business Name:** MIDTOWN SANTA FE PRODUCTIONS  
QOZB, LLC  
DBA: MIDTOWN SANTA FE  
PRODUCTIONS

**Business Location:** 1600 1/2 SAINT MICHAEL'S DR  
SANTA FE, NM 87505

**CRS Number:** 03602527005

**Owner:** MIDTOWN SANTA FE PRODUCTIONS QOZB, LLC Gesue Phillip

**License Number:** 233756

**License Type:** Business License - Renewable

**Issued Date:** March 14, 2023

**Classification:** Business Registration - Standard

**Expiration Date:** March 14, 2024

**Fees Paid:** \$35.00

MIDTOWN SANTA FE PRODUCTIONS QOZB, LLC  
1 WORTH ST  
NEW YORK, NY 10013

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**











# 24-0040 Midtown Santa Fe Production QOF, LLC

Final Audit Report

2024-02-01

Created:	2024-02-01
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABsMGjhoKH98ITVJuW4oNf0qYcgg7Qp

## "24-0040 Midtown Santa Fe Production QOF, LLC" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2024-02-01 - 10:27:01 PM GMT - IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2024-02-01 - 10:28:13 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)  
2024-02-01 - 11:38:23 PM GMT - IP address: 172.226.3.24
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)  
Signature Date: 2024-02-01 - 11:38:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2024-02-01 - 11:38:36 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
2024-02-01 - 11:43:40 PM GMT - IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2024-02-01 - 11:43:50 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-02-01 - 11:43:50 PM GMT