

Date: November 6, 2024

To: Mayor Alan Webber and Governing Body
Airport Advisory Board, Finance, and Public Works and Utilities Committees.

Via: Layla S. Archuletta-Maestas, Deputy City Manager LAM

From: James Harris, Santa Fe Regional Airport Director JCH
Terry Lease, Asset Development Manager, Office of Economic Development TL

Subject: Approval of a Permanent Access Easement by the City of Santa Fe to Grand Prix de Santa Fe, LLC

Vendor Name: Grand Prix de Santa Fe, LLC

Vendor Number: 5958

ITEM AND ISSUE:

Request for Approval of Permanent Access Easement in Favor of Grand Prix de Santa Fe, LLC, as Grantee, in the Amount of \$39,000.00 as Compensation to the City (James Harris, Santa Fe Regional Airport Director jcharris@santafenm.gov).

ACTION REQUESTED:

The Airport Director James Harris respectfully requests your review and approval of the Permanent Access Easement.

BACKGROUND AND SUMMARY:

Grand Prix de Santa Fe, LLC, (“Grand Prix”), located at 100 S. Polo Drive, Santa Fe, NM (“Grand Prix Property”), has requested a permanent access easement to allow for development of an upscale recreational vehicle resort (“RV Resort”). Grand Prix is an equestrian facility that specializes in hunter/jumper shows and showcases many other events, such as outdoor concerts, lacrosse matches, soccer games, antique shows, weddings, art shows and nationally recognized dog shows, among other events. Grand Prix events bring in new money from all over the world from participants and spectators staying for weeks at a time and enjoying all that Santa Fe has to offer, creating a tremendous economic boon to Santa Fe. In 2018, the City of Santa Fe conducted an economic impact study of one of Grand Prix’s premier events, the two-week long Santa Fe Summer Series Horse Show, indicating a \$13.5M benefit to Santa Fe’s economy that year. Grand Prix’s business was experiencing exponential growth prior to the COVID-19 pandemic, and like so many other businesses they were forced to shut down all business activities.

Grand Prix has been working to rebuild their business to pre-pandemic levels and the RV Resort is a key improvement. The proposed RV Resort will be located on Grand Prix property and the proposed access easement, that is the subject of this request, is located on land owned by the Santa Fe Regional Airport which coincidentally is leased to Grand Prix (Lease Item #05-0043). Santa Fe County is requiring a permanent secondary ingress and egress road as a condition of approval of the RV park. The proposed easement runs in a north-south direction along the property line to minimize any potential impact of future development. The easement was appraised and Grand Prix will pay a one-time fee of \$39,000.00 to the City. The proposed easement and properties are depicted on the attached Exhibit A.

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: Airport Funds

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

Andy Hopkins

Department Contract Administrator Contact Info: Kelly Bynon, kabynon@santafenm.gov

ATTACHMENTS:

Permanent Access Easement

Exhibit A – Depiction of Properties

PERMANENT ACCESS EASEMENT AGREEMENT

The City of Santa Fe, a Municipal Corporation, herein "Grantor" for and in consideration of Thirty-nine Thousand Dollars and No/100 (\$39,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto Grand Prix de Santa Fe, LLC, a New Mexico limited liability company, whose address is P.O. Box 5353, Santa Fe, New Mexico 87502, herein "Grantee", its successors and assigns, a permanent non-exclusive access easement for ingress and egress upon, over and across the lands as set forth on Exhibit A, attached hereto and incorporated herein (the "Easement").

1. Grantee, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, successors and assigns shall be entitled to exercise the rights granted hereunder without any notice or consent from Grantor.
2. This Permanent non-exclusive Access Easement Agreement is a covenant running with the land and the terms, covenants and provisions of this Agreement shall extend to and be binding upon Grantee and Grantor and their respective successors and assigns.
3. Grantee shall have the right to assign or transfer this Easement, and all rights granted or created herein, in whole or in part, to: (1) an affiliate or parent company; (2) an entity to which Grantee merges or consolidates; and (3) a successor in interest that purchases Grantee's adjoining property upon receipt of advance written consent by Grantor based upon compliance with terms of agreement and FAA approval of any assignment.
4. Non-use of the Easement granted herein, for any period in excess of five (5) years without the prior written consent of Grantor shall be conclusive proof of abandonment of the Easement and all rights herein granted shall revert back to the Grantor or its successor and assigns. Within a reasonable period of time after Grantor's City Manager providing notice of abandonment, Grantee shall restore the property to its original condition.
5. Grantor, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, franchisee's, successors and assigns, shall be able to use and enjoy the Easement so long as Grantor's use does not interfere with the rights conveyed to Grantee herein.
6. As of the execution date, an unimproved road exists in the Easement. Grantee shall have no obligation to fully improve the existing road at any time in the future and the lack of any future improvements shall not be deemed non-use of the Easement.
7. Grantee shall maintain the Easement, including and not limited to, clearing all vegetation and other obstructions from the surface and filling ruts or holes which appear within the limits of the Easement. Failure to do so for a period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the Easement and all rights herein granted shall revert back to the Grantor or its successor and assigns. Within a reasonable period of time after Grantor's City Manager providing notice of abandonment, Grantee shall restore the property to its original condition.
8. Grantee shall operate within the Easement in compliance with applicable ordinances and codes.
9. No improvements or personal property shall be performed or placed in the easement without prior written consent of the Grantor's City Manager.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on Oct. 7th, 2024.

GRANTOR:

City of Santa Fe – Permanent Access Easement Agreement – Grand Prix de Santa Fe

CITY OF SANTA FE, A MUNICIPAL CORPORATION:

ALAN M. WEBBER, MAYOR

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:



KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

EMILY OSTER, FINANCE DIRECTOR

5456050/460150
BUSINESS UNIT/LINE ITEM

GRANTEE:
GRAND PRIX DE SANTA FE LLC



BRIAN GONZALES, MANAGER

ACKNOWLEDGMENT

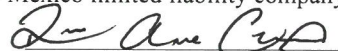
STATE OF NEW MEXICO)

) SS

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 7th day of October, 2024, by Brian Gonzales, Manager of Grand Prix de Santa Fe LLC, a New Mexico limited liability company.

Commission Expires: June 13th, 2027
(Seal)



Notary Public

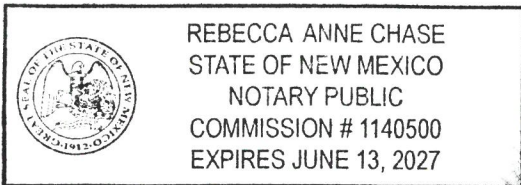


EXHIBIT A

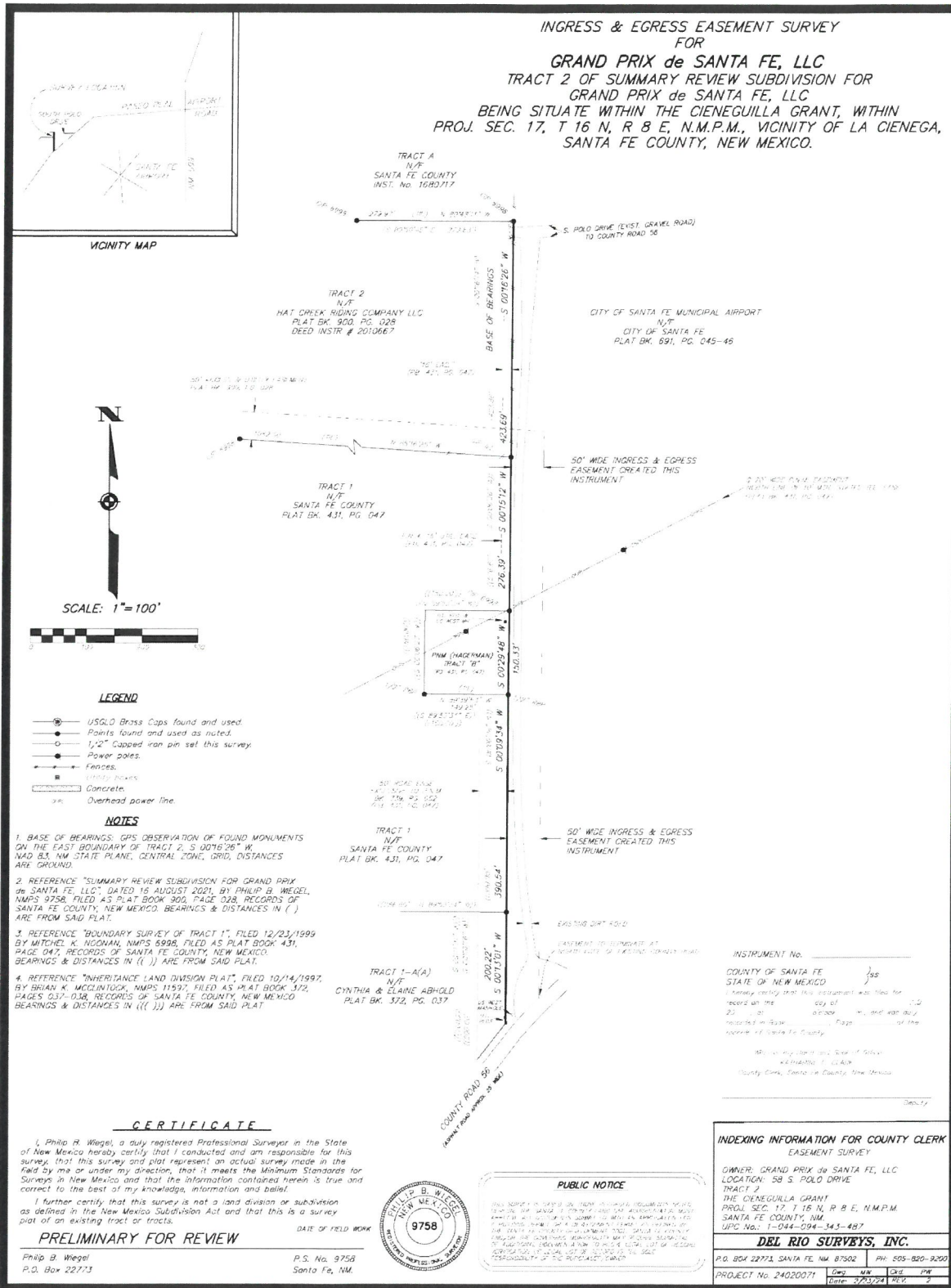


EXHIBIT A – DEPICTION OF PROPERTIES



Signature: 
James Harris (Nov 6, 2024 10:12 MST)

Email: jcharris@santafenm.gov

Signature: 

Email: tjlease@santafenm.gov

Signature: *Layla Archuletta-Maestas*

Email: lsarchulettamaestas@santafenm.gov