

CITY OF SANTA FE
SANTA FE HOMES PROGRAM AGREEMENT
To pay FRACTIONAL FEE (10 OR FEWER UNITS)
MANUFACTURED HOME UNITS
"Rufina Subdivision", 5651 Rufina Street, Santa Fe, New Mexico

This Santa Fe Homes Program Agreement ("Agreement") is entered into on this 21st day of December, 2018 by and between Patral Enterprises LLC (the "SFHP Developer/Successor in Interest") and the City of Santa Fe, New Mexico, a municipal corporation, (the "City").

WHEREAS, the City has duly adopted the Santa Fe Homes Program and administrative procedures (collectively "SFHP") and other regulatory structures in order to ensure that private development bears its fair share of the burden of housing affordability in the Santa Fe community; and

WHEREAS, the City and the SFHP Developer have entered into a SFHP proposal in accordance with the requirements of the SFHP; and

WHEREAS, pursuant to Ordinance 2014-10, the Governing Body approved paying a fee as determined in accordance with the SFHP Administrative Procedures for a project of two to ten (2 - 10) units and making the 70% reduction in fees associated with such development permanent; and

WHEREAS, because of the size of the development, the SFHP Developer is not required to provide any housing units but is required to pay a fractional unit fee under the terms of the SFHP; and

NOW THEREFORE, the City and the SFHP Developer, for themselves and their heirs, successors and assigns, hereby agree to be bound by the following terms in order to ensure SFHP compliance and long-term affordability in the City.

1. **Definitions.** All terms capitalized herein shall have the meanings given to them in this Agreement or the meanings as defined in the Santa Fe City Code sections regarding the SFHP. In this Agreement the following words and phrases have the following meaning:

- A. "Agreement" means this SFHP Agreement.
- B. "Fractional Unit Fee" means the fee charged to developers where to satisfy the required housing obligation in the event that the formulas provided in the SFHP result in a fraction or the proposed development will result in ten (10) or fewer homes.
- C. "SFHP Developer" means each legal and equitable SFHP Developer of all or any portion of a SFHP Home on the Property during the term of this Agreement, including without limitation the SFHP Developer identified above, and any subsequent SFHP Developer by sale, conveyance or other transfer of any legal or beneficial interest in a SFHP Home or the Property. Unless the context otherwise requires, SFHP Developer shall mean the SFHP Developer at the time in question. SFHP Developer and SFHP Developers are used interchangeably.

D. "SFHP Home" shall mean the units of housings to be marketed and sold by SFHP Developer at the affordable price pursuant to the SFHP and this Agreement.

2. **The Project.**

2.1 **Property.** The SFHP Developer/Successor in Interest is or will become the owner of certain property situated in the County of Santa Fe, New Mexico, located at **5651 Rufina Street** and known as "*Rufina Subdivision*" which property contains more or less 3.34 acres and is more particularly described in Exhibit A attached hereto (The "Property").

2.2. **Number of Units.** The Property is to be developed as manufactured home lots and thereon marketed as for sale housing. There will be a total of **SIX (6)** manufactured home lots available for sale.

2.3 **Development Incentives.** SFHP Developer/Successor in Interest also **does not request** a 15% density bonus as set forth in section 13.2 of the Administrative Procedures. No other incentives provided under SFCC 14-8(G) apply to small projects.

3. **Obligations.**

3.1 **No SFHP Homes Required.** Because the development is comprised of ten (10) or fewer units, the SFHP does not require construction of any SFHP Homes.

3.2 **Fractional Unit Fee Agreement.** The SFHP Developer agrees to make a payment of **\$ 8,200** for the fractional portion of a SFHP Home, as calculated pursuant to SFHP. The payment shall be made to the City of Santa Fe Affordable Housing Trust Fund (AHTF) for affordable housing.

3.3 **Payment Deadline.** The amount set forth in paragraph 3.2 above shall be fully paid to the City's Office of Affordable Housing at the time this agreement and the annexation plat, rezoning ordinance, final subdivision plat, or final development plan is recorded at the Santa Fe County Clerk. If none of the previous documents are required, a copy of this agreement and a receipt that the fee has been paid shall be included with the submittal for a building permit. .

4. **Enforcement.**

4.1 **Remedies.** Failure to make the full payment required under this agreement within 180 calendar days of the date of the SFHP Developer's execution of this Agreement will result in any or all of the following sanctions, depending upon which the Office of Affordable Housing judges to be the most effective and appropriate given the circumstances:

4.1.1 Withholding the recording of plats or plans,

4.1.2 Withholding or revoking building permits,

4.1.3 Issuing stop work orders, and

4.1.4 Withholding or revoking certificates of occupancy.

4.2 Other Remedies Available. It is understood and agreed by the SFHP Developer that the remedies provided under Section 4.1 of this Agreement are non-exclusive. This agreement shall not restrict the City's recourse to any remedy available under the law including, but not limited to, liens and litigation.

4.3 Notice. The City agrees to provide written notice pursuant to the SFHP of any violation or alleged violation of the terms and conditions of this Agreement. The SFHP Developer will give the City written notice of any violation or alleged violation of the terms and conditions of this Agreement. Both parties will give the other thirty days to cure any violation or alleged violation of this Agreement.

5. Miscellaneous Provisions.

5.1 Recordation. The SFHP Developer agrees to put into escrow a check payable to the Santa Fe County Clerk's office to pay for recording this Agreement in the amount of \$25.00. The City will record the Agreement within ten days after the date of the last signature obtained unless the SFHP developer pays the fractional fee in full. If paid in full, the City will not record the Agreement and will return the check.

5.2 Successors and Assigns; Covenants to Run. This Agreement shall be legally binding on, as the obligations of, the parties and their respective successors and assigns, including without limitation, successors in title or interest to the Property or this Agreement, who by their acceptance of any interest in the Property or this Agreement shall be deemed to have agreed to perform and observe all the SFHP Developer's obligations under, and to be bound by all the terms and conditions of, this Agreement.

5.3 City's Zoning Authority Unimpaired. The City's rights to enforce any and all provisions of the Santa Fe City Code shall be the same as its rights generally to enforce any other ordinance, which shall in no way be diminished by this Agreement. The SFHP Developer acknowledges that this Agreement is included within the zoning authority and charter authority of the City, which is, and is hereby, accepted by the SFHP Developer as a sufficient but additional basis for this Agreement.

5.4 Notices. Any demand, notice or request by either party to the other shall be sufficiently given if in writing delivered to the party intended to receive the same, or if mailed by certified mail, return receipt requested, or delivered to a recognized national courier, or if given in a manner sufficient for legal process. Each notice to the SFHP Developer named above shall be addressed to such party, or to such other address as may be stated in a notice given as herein provided.

5.5 Public Purpose. The City declares, and the SFHP Developer acknowledges, that this Agreement as well as all restrictions contained in this Agreement are for public purposes.

5.6 Sanctions. The City has the right to impose sanctions or take other actions as set forth in the SFHP Ordinance after notice of violation has been given and not complied with.

5.7 Headings Not Part of Agreement. Section headings have been inserted for convenient reference only and are not to be construed as part of this Agreement.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

5.9 Interpretation. This Agreement shall be enforceable according to its terms and New Mexico law. This Agreement is subject to the general principles of equity, fairness and reasonableness irrespective of whether such enforcement or interpretation is considered in a proceeding at equity or in law and shall be construed according to its purpose of fostering and preserving affordable housing. Any benefit to private parties arising under this Agreement is purely incidental to the purpose of creating affordable housing.

5.10 No Waiver. No actions taken by the parties following a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

5.11 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

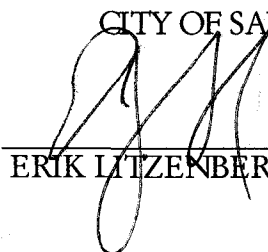
5.12 Agreement. This Agreement states the entire agreement of the parties. This Agreement shall not relieve SFHP Developer from complying with present or future City ordinances, duly adopted resolutions or regulations applicable to the development.

5.13 Amendments. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Any amendments to this Agreement shall be reviewed by the Office of Affordable Housing and sent, if applicable, to the appropriate review body as set forth in the SFHP Ordinance and then to the City Manager for approval.

WHEREFORE, the parties set their hands and seals this 21st day of December, 2018.

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *all*

CITY OF SANTA FE:

ERIK LITZENBERG, CITY MANAGER

APPROVED AS TO FORM:

 ^{FOR}
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 ^{AM}
MARY MCCOY, FINANCE DIRECTOR
21501.430253

SFHP DEVELOPER/SUCCESSOR IN INTEREST:

Patral Enterprises LLC

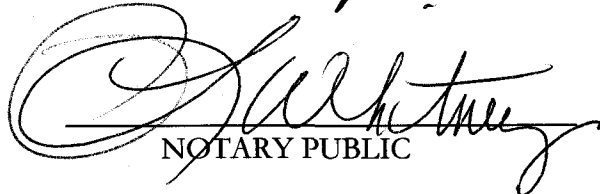
By: 

Its: Member

ACKNOWLEDGEMENTS

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

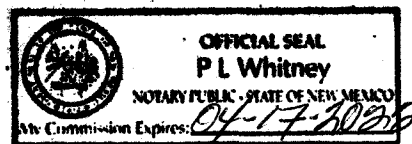
The foregoing instrument was acknowledged before me this 20th day of December
2018, by Ralph Barranaga Patral Enterprises LLC

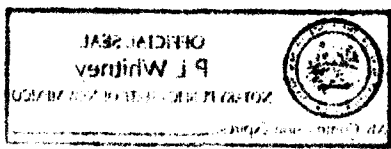

NOTARY PUBLIC

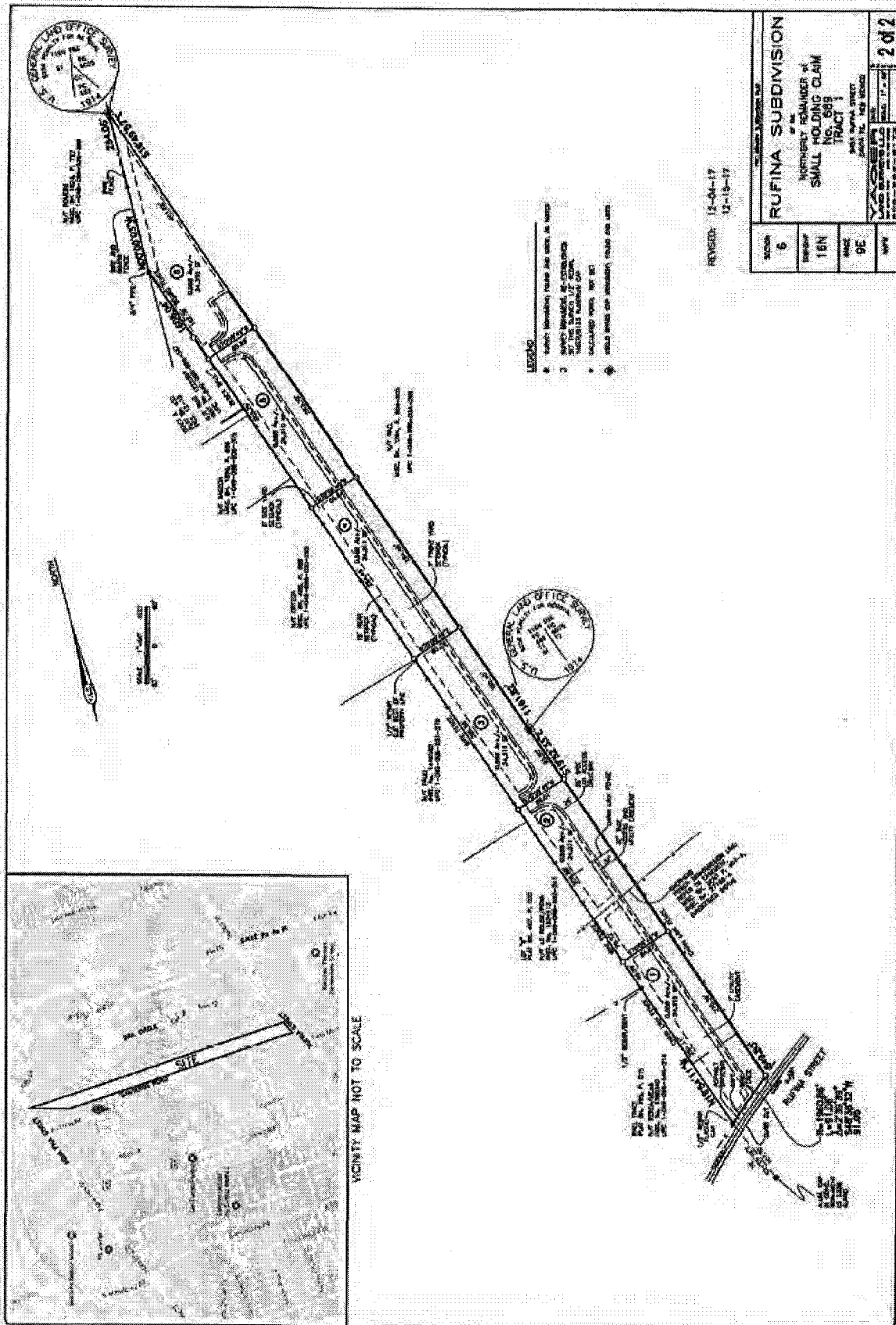
My Commission Expires:

04-17-22

Attachments: Exhibit A: The Property
Exhibit B: SFHP Plan







**SANTA FE HOMES PROGRAM
FRACTIONAL FEE (SMALL PROJECT) SCHEDULE
MANUFACTURED HOME LOTS**
Effective April 2018

Santa Fe Homes Program (SFHP) Sales Pricing Schedule - 2018

SFHP % Required	Income Range	Studio	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	Manuf. Home Lot
5	50-65%	\$102,000	\$109,250	\$125,000	\$140,750	\$156,000	\$35,188
10	65-80%	\$135,000	\$142,250	\$162,500	\$182,750	\$203,000	\$45,688
5	80-100%	\$167,750	\$175,000	\$200,000	\$225,000	\$249,750	\$56,250

Fractional Fee Schedule for Small Projects (10 or fewer units/lots)

# of units	2	3	4	5	6	7	8	9	10
Unit Fraction	0.4	0.6	0.8	1	1.2	1.4	1.6	1.8	2
Fractional Fee	\$ 8,450	\$ 12,650	\$ 16,900	\$ 21,100	\$ 25,350	\$ 29,550	\$ 33,800	\$ 38,000	\$ 42,250
Manu. Home Fractional Fee	\$ 2,750	\$ 4,100	\$ 5,500	\$ 6,850	\$ 8,200	\$ 9,600	\$ 10,950	\$ 12,350	\$13,700

Formula

= # of Units X .20 (SFHP % required) = Unit Fraction
 = ½ Effective home sales price for Tier 2, 3 BR home = \$140,750 X .50 = \$70,375
 = \$70,375 X unit fraction X 0.3 (70% fee reduction made permanent in 2014)

Calculation (Manufactured Home Lot)

= 6 units X .20 = 1.2
 = ½ effective lot sales price of middle tier = \$45,688
 = \$45,688 X .50 = \$22,844
 = \$22,844 X 1.2 = 27,413
 = \$27,413 X 0.3 (70% fee reduction made permanent in 2014)
 = \$8,224
 = \$8,200 (Rounded to nearest \$50)

NOTE: The home prices and fractional fee schedule are modified by the City according to Section 8.7.3 of the SFHP Administrative Procedures to reflect annual changes in the median income levels. The SFHP Home prices shown in this SFHP Agreement are the prices in effect at the time this Agreement is made. The current SFHP prices that are in effect at the time the SFHP Home is made available for sale or the fractional fees are paid, determines the actual SFHP Home Price and/or amount of fractional fee. The prices are updated annually.