

# **City of Santa Fe, New Mexico**

## **Caja del Oro Phase 2 Planning Commission Attachment B**

### **Development Review Team Technical Corrections**

- 1. Fire Department**
- 2. ADA**
- 3. Landscape**
- 4. Traffic Engineering**
- 5. Water Division**
- 6. Archeological Clearance**
- 7. Recorded Affordable Housing Agreement**
- 8. Santa Fe Public Schools**

# Development Review Team (DRT) Comment Form for Planning Commission

Date: February 27, 2025

DRT Member: Fire Marshal Geronimo Griego

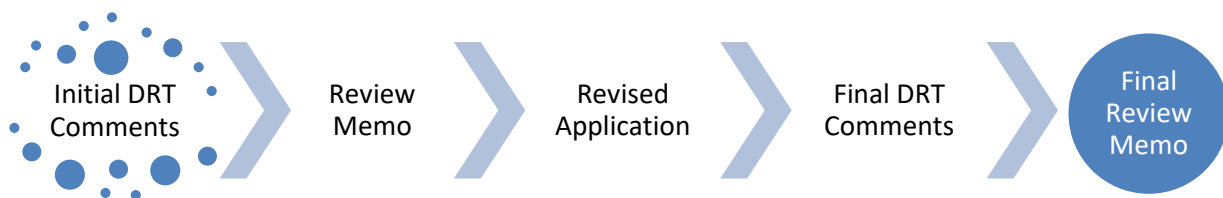
Dept/Div: Fire Marshal's Office

Case No.: 2022-6012 & 6013 Caja Del Oro Final Dev Plan and Plat

Case Planner: Senior Planner Claudia Kath

DRT Review Schedule – 9-12+ weeks\*

*Initial DRT Comments* are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

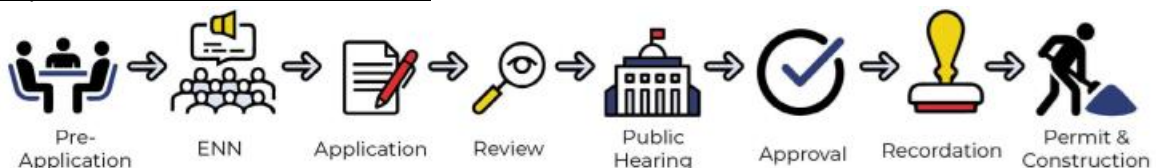


Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the “Must be completed by” column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

- a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
- b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
- c. *Prior Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
- d. *At the time of development* -

Development Review Process Flow Chart



\*See the 2024 Development Review Schedule for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

<b>Conditions of Approval:</b>	<b>Must be completed by:</b>	<b>Applicant response**:</b>
	Prior to Building Permit	
1. Shall comply with the most recently adopted International Fire Code (IFC) of the City of Santa Fe Fire Department.		
2.		
3.		
4.		

<b>Technical Corrections:</b>	<b>Must be completed by:</b>	<b>Applicant Response**:</b>
1.		
2.		
3.		
4.		
5.		
6.		

\*\*The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

- 1.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

# Development Review Team (DRT) Comment Form

Date: 1/10/2025

DRT Member: Teddy Padilla

Dept/Div: Land Use Dept. Technical review

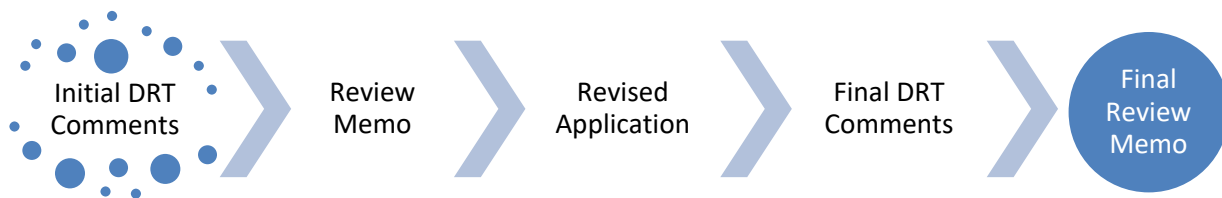
Case No.: 2022-6012, 6013

Case Planner: Claudia Kath

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## DRT Review Schedule – 9-12+ weeks\*

*Initial DRT Comments* are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.

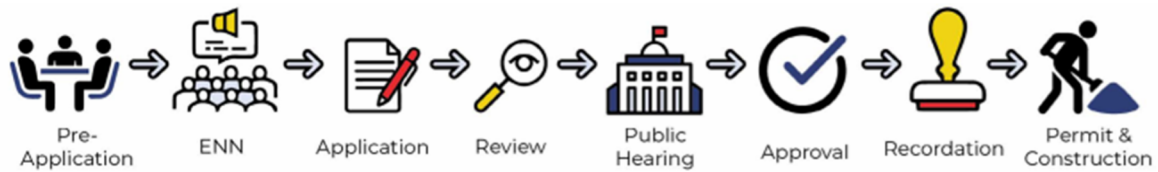


## Timing of Conditions of Approval + Technical Corrections

While all DRT conditions of approval and technical corrections must be met by the applicant, the timing of compliance varies. In the “Must be completed by” column in the following tables, please time your conditions of approval and technical corrections to the following development review stages:

- a. *Prior to Public Hearing* – these conditions/technical corrections must be addressed before the case may move forward to the public hearing phase of the Development Review Process.
- b. *Prior to Recordation* – these conditions/technical corrections may be resolved after the public hearing but must be addressed before the Development Plan or Subdivision plat is recorded.
- c. *Prior Building Permit Approval* – these conditions/technical corrections can be addressed during the building permit review process, but prior to issuance of the permit.
- d. *At the time of Construction* – these conditions/technical corrections can be addressed during the construction and inspection processes.

Development Review Process Flow Chart



\*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	Must be completed by:	Applicant Response**:
1.		
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	Must be completed by:	Applicant Response**:
<ol style="list-style-type: none"> <li>1. PAR's shall be provided around the development. Accessible path(s) of travel route shall be provided from the Public Right-of-Way and accessible parking aisle(s) to accessible building entrance(s) and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Ensure accessible route(s) from the Public Right-of-Way and accessible parking space aisle(s) to building entrance(s) are provided and maintained. Provide detectable warning surfaces at curb ramps and transitions to driveway crossings along the accessible paths of travel as applicable.</li> <li>2. Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608).</li> <li>3. Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.</li> </ol>		

<p>4. Sidewalks and Walkways along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 &amp; 2015 IBC 1014. Cross slopes shall not exceed 2% and staff recommends 1% to 1.5% as a target cross slope. Walkways provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.</p> <p>5. At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.</p>		

*\*\*The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
- 2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

# Development Review Team

## Comment Form



Date: 1/08/25

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation and Outdoor Lighting Review

Case: #s 2022-6012 & 2022-6013. Caja Del Oro Final Subdivision and Development Plan.

Case Manager: KATH, CLAUDIA M. <cmkath@santafenm.gov>

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The subject final subdivision and final Development Plan was approved by the Planning Commission on December 2, 2022 (Case #s 2021-4379 & 2021-4381). Caja del Oro Subdivision Final Development Plan & Plat Response to Review Comment Responses.

Conditions of Approval:

Must be completed by:

Conditions of Approval:	Must be completed by:

Technical Corrections\*:

Must be completed by:

Technical Corrections*:	Must be completed by:
1. Clarify if the street trees in front of each lot will be irrigated by the HOA or if each homeowner will be responsible for the watering, maintenance, and care for the street trees. Provide a note in the irrigation notes on Sheet LI-00. Provide a copy of the note given to the property owners explaining the street tree responsibilities.	Prior to recordation or construction plan approval
2. Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.	Prior to recordation or construction plan approval
Staff reserves the right to require additional submittals upon receiving revisions.	

\*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

# Development Review Team (DRT) Comment Form

Date: December 23, 2024

DRT Member: Leroy Pacheco, PE and Phil Gallegos, PE (Wilson&Company)

Dept/Div: Public Works Department – Traffic Engineering

Case No.: #2022-6012 Caja del Oro Subdivision Final Development and Final Subdivision Plat Phase 2

Case Planner: Claudia Kath, AICP Senior Planner

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	Must be completed by:	Applicant response:
1.		
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	Must be completed by:	Applicant Response:
1. See attached email to Dan Esquibel dated 2/17/22. Developer's most recent submittal contained an outdated TIA and should be replaced with the Final TIA dated 11/29/21 for accuracy of the project record.		
2.		
3.		
4.		

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. City of Santa Fe Building Code, Chapter 23-3.2 states that before commencement of any new construction, it is mandatory for the owner to obtain approval from the Public Works Department for any driveway curb cut or sidewalk crossing. This approval must be issued before a building permit for such new construction is approved.
2. Note as the public infrastructure plans move forward to building permit, these may be subject to additional reviews and possible corrections to meet Public Works Standards for roadways, ADA, signing, striping, lighting, etc. prior to building permit approval.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

## Caja del Oro Subdivision Case# 2021-4377; 4378; 4379; and 4381

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From engineer@leroy pacheco.com <Engineer@leroy pacheco.com>

To ESQUIBEL, DANIEL A.<daesquibel@santafenm.gov>

CC Audra Gallegos (audra.gallegos@wilsonco.com)<audra.gallegos@wilsonco.com>, Bert Thomas (bthomas@bhinc.com)<bthomas@bhinc.com>, Jim Siebert<jim@jwsiebert.com>, Victoria Dalton<victoria@jwsiebert.com>, WHEELER, REGINA A.<rawheeler@santafenm.gov>, KLUCK, JASON M.<jmkluck@santafenm.gov>, Juarez-Infante, Mario G.<mario.juarez@wilsonco.com>

Date Thursday, February 17th, 2022 at 9:08 AM

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Dan

I've recently discussed the developer's Traffic Impact Analysis (TIA) with its engineer and with the City's traffic engineering consultant (Wilson & Company). The developer's engineer has addressed Wilson's comments that were included in the packet material, and the conclusions of the report are supported by its analysis. There are no traffic engineering impediments related to TIA for the proposed development.

Thank you,

**Leroy Nicholas Pacheco, PE**

Email: [engineer@leroy pacheco.com](mailto:engineer@leroy pacheco.com)

Phone: 505-218-6853

Sent with [ProtonMail](#) Secure Email.

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**9.00 MB** 1 file attached

Pulte South Meadows\_TIA\_v4.pdf 9.00 MB

# PULTE CAJA DEL ORO DEVELOPMENT

## TRAFFIC IMPACT ANALYSIS

### FINAL SUBMITTAL

NOVEMBER 29, 2021

Prepared For:

Pulte Homes

7601 Jefferson St NE, Suite 320

Albuquerque, NM 87109

Prepared By:

**Bohannon**  **Huston**

Engineering

Spatial Data

Advanced Technologies



# PULTE CAJA DEL ORO DEVELOPMENT TIA

FINAL SUBMITTAL

Date:

**November 29, 2021**

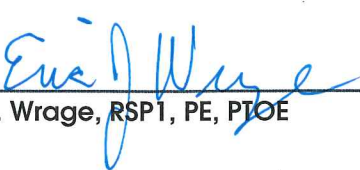
Prepared by:

**Bohannon Huston, Inc.**  
7500 Jefferson St NE  
Courtyard Two  
Albuquerque, NM 87109

Prepared for:

**Pulte Homes**  
7601 Jefferson St NE, Suite 320  
Albuquerque, NM 87109

Prepared By:

  
Eric J. Wrage, RSP1, PE, PLOE

11/29/2021  
Date

PROJECT:  
 PROJECT NO.:  
 MILESTONE:  
 BHI PROJECT MANAGER:

PULTE CAJA DEL ORO TIA  
 20220085  
 MPO TIA REVIEW  
 ERIC WRAGE

DATE: 11/30/2021

Dispositions
A - Accept Comments
B - Traffic Analyst to Evaluate
C - Disregard Comment
OC - Other Changes

Comment No.	Sheet No.	Comment	Response	Disposition	Response By	Date	Verified
<b>City of Santa Fe Traffic Engineer (November 8, 2021) Comments</b>							
1		The Pulte Home development is 16.21 acres according to the site plan. The TIA shows 14.66 acres on pages 1 and 5.	BH to update	A	BH	11/19/2021	
2		The data for the south Meadows Roundabout 2021 Existing Unsignalized Intersection Results and the 2024 No Build Unsignalized Intersection Results were not submitted	BH will add statement that these results came from the Aleksander Estates TIA and add the sheets from that report to Appendix B with our results	A	BH	11/19/2021	
3		In the reported HCS7 data, the queue lengths are defined by vehicles, not feet. Based on 25-feet per vehicle, the following will need to be updated. a. Table 2, Alameda Frtg. & Caja del Oro WB Left and Right, AM and PM should be 75 feet. b. Table 6, Alameda Frtg. & Caja del Oro WB Left and Right, AM should be 100 feet and PM should be 125 feet. c. Table 7, Alameda Frtg. & Caja del Oro WB Left and Right, AM should be 125 and PM should be 175.	BH to update	A	BH	11/19/2021	
4		The following data on Figure 3 will need to be updated to match the data in the appendix a. Leg 1 to Leg 3 PM volume should be 160. b. Leg 2 to Leg 1 PM should be 137. c. Leg 2 to Leg 4 PM should be 125.	BH to update	A	BH	11/19/2021	
5		The following data in Table 6 will need to be updated to match the data in the appendix. a. 599 Overpass PM Queue should be 100, based on 25 feet per car. b. Alameda Frtg. & Caja del Oro, Westbound Left & Right PM delay should be 36.3 and the V/C should be 0.65. The LOS should be E based on the printed report. The AM delay should be 23 and the V/C should be 0.58. c. Caja del Oro & Site Entrance north bound left should be 14.0 and the northbound right should be 10.9	BH to update	A	BH	11/19/2021	
6		On page 19, the paragraph about the westbound left and right approaches at Alameda Frontage and Caja del Oro Grant Road Intersection will need to be updated. The data shows that the PM peak hour will operate at LOS E	BH to update	A	BH	11/19/2021	
7		On Figure 8, the NM 599 Ramp to Leg 1 AM volume should be 89 to match the data in the appendix	BH to update	A	BH	11/19/2021	
8		Appendix B title references 2020, while the report references 2021 for existing conditions.	BH to update	A	BH	11/19/2021	
9		Appendix D and E title imply there is only 2024 data. I recommend either updating the title to reflect the inclusion of the 2034 data or breaking the 2024 and 2034 into separate appendixes.	BH to update	A	BH	11/19/2021	

# Development Review Team (DRT) Comment Form

Date: February 27, 2025

DRT Member: Clinton Peterson

Dept/Div: Public Utilities/Water Division

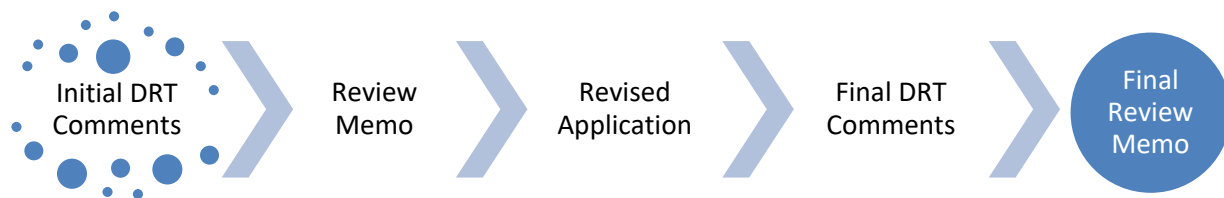
Case No.: Case 2022-6012 and 6013: Caja del Oro Subdivision Final Development Phase 2

Case Planner: Claudia Kath

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## Development Review Process Flow Chart



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Conditions of Approval and Technical Corrections Tables

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Conditions of Approval:	Must be completed by:	Applicant response:
1. If new public water infrastructure or fire service will be required to obtain City water service, an approved Water Plan will be required prior to development.	Prior to Recordation	
2. If new public water infrastructure or fire service will be required to obtain City water service, an approved Agreement to Construct and Dedicate (ACD) will be required with the Water Division prior to development.	Prior to Building Permit Approval	
3. Any re-grading of site over existing water mains shall maintain a minimum of 4 feet of cover and not exceed 5 feet of cover. Depth of existing main to be adjusted to maintain a minimum of 4 feet of cover and not exceed 5 feet of cover if site grading impacts these depth requirements.	At the time of development	
4. Each lot shall be served by separate City water service at the time of development.	At the time of development	

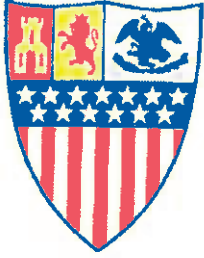
Technical Corrections:	Must be completed by:	Applicant Response:
1.		

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
- 2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

[www.santafenm.gov](http://www.santafenm.gov)

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Jamie Cassutt-Sanchez, District 4

JoAnne Vigil Coppler, District 4

August 12, 2021

Ron Winters

109 Calle Paula

Santa Fe, New Mexico 87505

## NOTICE OF ARC ACTION

Project Location: South Meadows Road and NM 599

ARC Case Number: 2021-003867-ARC

Dear Mr. Winters

At their hearing on August 5, 2021, the City of Santa Fe Archaeological Review Committee (ARC) voted unanimously to approve the archaeological survey and inventory report as submitted with minor corrections. If you have questions or concerns, please do not hesitate to contact Nicole Ramirez Thomas at 530-680-1841 or via email at [nicole@wonderstoneconsulting.com](mailto:nicole@wonderstoneconsulting.com).

Sincerely,

Nicole A. Ramirez Thomas

Interim Historic Preservation Division Manager

Land Use Department, City of Santa Fe

**CITY OF SANTA FE**  
**SANTA FE HOMES PROGRAM AGREEMENT**  
 for 80 SFHP Home(s) to be located at  
 "Caja del Oro", 4601 Kall Runner Road, Santa Fe, New Mexico

This Santa Fe Homes Program Agreement ("Agreement") is entered into on this 13<sup>th</sup> day of August, 2024 by and between Pulte Homes of NM (the "SFHP Developer/Successor in Interest"), a New Mexico limited liability company, 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's Office of Affordable Housing has determined that upon individualized assessment, the Agreement will provide, at a minimum, the amount of affordable housing necessary to offset impacts on the affordable housing market in the region of the project; and

**WHEREAS**, the City and the SFHP Developer/Successor in Interest have entered into a SFHP proposal ("Proposal") in accordance with the requirements of the SFHP. The Proposal is attached hereto and incorporated herein by reference; and

**WHEREAS**, the City and SFHP Developer/Successor in Interest now wish to satisfy the SFHP requirement for a final agreement in order to ensure SFHP compliance and a mechanism for ensuring long-term affordability.

**NOW THEREFORE**, the City and the SFHP Developer/Successor in Interest for themselves and their heirs, successors and assigns (including, without limitation, all persons who subsequently own a SFHP Home or any interest therein, or the Property or any portion thereof containing a SFHP Home, while this Agreement is in effect) hereby agree that the SFHP Home shall be subject to the following Agreements and restrictions for the benefit of 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. "Certificate of SFHP Homebuyer Eligibility" means a certificate issued by the City or the City's assignee or agent, which certifies that the buyer is a qualified buyer who is income eligible.
- C. "Certified Homebuyer" means a person determined, pursuant to the SFHP and such other criteria as the City or its agents may deem appropriate, to be qualified on the basis of need and preference for the purchase of a SFHP Home and who has properly obtained a "Certificate of SFHP Homebuyer Eligibility".
- D. "Fair Market Value", unless otherwise stated, means fair market value as of the day of the event in question (for example, purchase of the SFHP Home or termination of this Agreement), taking into account the restrictions on SFHP Developer/Successor in Interest and occupancy imposed by this Agreement as if such restrictions were perpetual.

E. "SFHP Developer/Successor in Interest" means each legal and equitable SFHP Developer and/or Successor in interest to the original 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/Successor in Interest identified above, and any subsequent SFHP Developer/Successor in Interest and/or any other Successor in Interest by sale, conveyance or other transfer of any legal or beneficial interest in a SFHP Home or the Property, as set forth in Section 2.1 herein. Unless the context otherwise requires, SFHP Developer/Successor in Interest shall mean the SFHP Developer/Successor in Interest at the time in question. SFHP Developer/Successor in Interest and SFHP Developer/Successor in Interests and Successor in Interest are used interchangeably.

F. "SFHP Home" shall mean the units of housing to be constructed, marketed and/or sold by SFHP Developer/Successor in Interest at the affordable price pursuant to the SFHP and this Agreement.

G. "SFHP Lot" means housing lot(s) housings to be constructed, developed, marketed and/or sold by SFHP Developer/Successor in Interest as affordable housing.

H. "SFHP Homebuyer" shall mean any person or entity, which purchases the SFHP Home and/or SFHP Lot from the SFHP Developer/Successor in Interest and any subsequent purchasers who buy from the initial purchaser during the term of this Agreement.

I. "Repurchaser" means the City or the City's Assignee. A general delegation of authority by the City to another person as Repurchaser shall transfer those rights, powers and obligations assigned to the Repurchaser in this Agreement or the Lien. Transfer of any rights, powers and obligations assigned to the City in this Agreement shall be effective only to the extent such rights, powers and obligations are specifically enumerated in the delegation of authority.

J. "Senior Lien" means a mortgage with respect to the Property from the Purchaser, as mortgagor, to any lender or its agent or assigns, as mortgagee which loan is solely used to purchase the SFHP Home.

## 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 4601 Rail Runner Road and known as "Caja del Oro" which property contains more or less 16.21 acres and is more particularly described in Exhibit A attached hereto (The "Property").

2.2. Intended Conveyance of Interest. The Property is to be developed and the units thereon marketed as for sale housing.

2.3 SFHP Plan. The SFHP Developer/Successor in Interest agrees to construct a total of **80 SFHP Homes** as indicated on the attached Exhibit B (SFHP Plan). The SFHP Plan shall include the number of bedrooms and bathrooms, the minimum square footage and the minimum household size, the income range to be served and the current SFHP Home price for each SFHP Home as set forth in Section 8.2 of the SFHP Administrative Procedures. If the development is constructed in phases, a SFHP Plan for each phase shall be reviewed and approved by the City and recorded at the County Clerk's office prior to issuance of a building permit by the City for that phase.

2.4 Agreement to Sell at SFHP Home Price. The SFHP Developer/Successor in Interest agrees to sell the SFHP Homes at the current SFHP Home Price or such SFHP Home Price as may be current at the time of sale by the SFHP Developer/Successor in Interest.

A. The affordable home price and shall be reduced in order to limit the impact on SFHP home buyers of fees assessed by condominium, common area, or homeowner associations. The affordable home price shall be reduced so that the buyer's mortgage or manufactured home loan principal amount and, accordingly, the buyer's monthly mortgage payments, are reduced by an amount equal to the assessed fee in excess of seventy-five dollars (\$75.00). Additionally, the SFHP Developer/Successor in Interest agrees that the association's bylaws will identify limits to annual fee increases for the owners of affordable units so that increases do not exceed 5% annually or 10% over any three-year time frame.

B. The affordable home price may be increased at the request of the SFHP home buyer by the price of allowable option upgrades, not to exceed the maximum option upgrade allowance, as established pursuant to administrative procedures.

C. The affordable home price may be increased by the amount of the approved energy efficiency adjustment pursuant to administrative procedures.

2.5 Agreement for Payments for Fraction Portions of a SFHP Home. SFHP Developer/Successor in Interest **does not owe** any fractional portion of a SFHP Home as calculated pursuant to SFHP to the City or its agent prior to recording this Agreement.

2.6 Marketing Sequence. The SFHP Homes shall be marketed at the same time as all other units on the Property or at a time, and in a proportion, equal to the number of non-SFHP Homes being marketed for sale during a given phase of development.

2.7 Development Incentives. The City agrees to the following incentives: Development review and building permit fees shall be waived or reduced proportionately to the number of SFHP Homes and capital impact fees and utility expansion charges shall be waived or reduced as set forth in section 13.1 of the Administrative Procedures. SFHP Developer/Successor in Interest also requests a 15% density bonus as set forth in section 13.2 of the Administrative Procedures.

2.8 Agreements Regarding Transfers of Non-SFHP Homes on the Property. SFHP Developer/Successor in Interest acknowledges and hereby agrees that compliance with this Agreement shall be a precondition for any releases or express termination of SFHP Developer/Successor in Interest's SFHP Agreements and all future City approvals of building permits, certificates of occupancy and utility connections, and such other development approvals regarding the Property as may be required by law for development, construction, occupation and use of the Property.

### 3. SFHP LIEN.

3.1 Creation of SFHP Lien. The SFHP Developer/Successor in Interest/Successor in Interest hereby creates a lien upon each SFHP Home for the benefit of the City, its agents, heirs, successors and assigns (the "Lien"). The Lien shall be for the sole purpose of complying with the SFHP and this Agreement and for the purpose of retaining long-term affordability of SFHP Homes.

3.2 Subordination. The Lien shall be subject and subordinate in all respects to liens, terms, covenants and conditions of a Senior Lien including all sums advanced for the purpose of (a) protecting or further securing the lien of the Senior Lien, curing defaults by the SFHP Homebuyer, its successors and assigns under the Senior Lien or for any other purpose expressly permitted by the Senior Lien or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the Senior Lien are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the

Senior Lien, any provisions wherein or in any other collateral agreement restricting the use of the Property to income eligible households or otherwise restricting the SFHP Homebuyer, its successor's or assign's ability to sell the Property, shall have no effect on subsequent purchasers of the Property. Any purchaser following foreclosure, including his successors or assigns (other than the SFHP Homebuyer or a related entity of the SFHP Homebuyer), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Senior Lien shall receive the title to the Property free and clear from such restrictions.

Further, if the holder of the Senior Lien acquires title to the Property pursuant to a deed in lieu of foreclosure, this Lien shall automatically terminate upon acquisition of the title by the holder of the Senior Lien, provided that (a) the City has been given written notice of default under the Senior Lien and (b) the City shall not have cured the default under the Senior Lien, or diligently pursued curing the default as determined by the holder of the Senior Lien, within the 60-day period provided in such notice sent to the City.

In no event shall the SFHP Developer/Successor in Interest or any of its officers, principals, or representatives, or employees, or affiliated entities, contract to purchase, purchase, accept or otherwise have transferred to it an SFHP Homebuyer's or Repurchaser's statutory right of redemption of the SFHP Home or SFHP Lot, and in no event shall the aforementioned persons exercise any right of redemption or foreclosure for that SFHP Home or SFHP Lot.

The Lien and/or deed restriction must be shown on Schedule B-II of the lender's title policy as a subordinate item(s) to the first mortgage that is to be sold to Fannie Mae.

Notwithstanding any terms to the contrary, herein, the City and its agent's rights to collect and apply the insurance proceeds of hazard or property insurance or other insurance proceeds shall be subject and subordinate to the rights of the Senior Lien holder to collect and apply such proceeds in accordance with the Senior Lien. Likewise, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property subject to the Lien, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Senior Lien holder, subject to the terms of the Senior Lien.

3.3 Lien Amount. The Lien amount shall be the difference between the current SFHP Home price at the time of closing and 95% of the Fair Market Value as determined by a certified appraiser. The Lien amount shall be calculated after construction of the SFHP Home but prior to purchase by the SFHP Homebuyer. SFHP Developer/Successor in Interest agrees to execute such additional documents as are necessary to record the SFHP Lien with the Lien amount.

3.4 Term of Lien. The Lien shall run from the date of purchase of the SFHP Home by the SFHP Homebuyer or SFHP Developer/Successor in Interest until such time as the City exercises its right of first refusal or purchase under this Agreement. During this term, so long as the SFHP Homebuyer or SFHP Developer/Successor in Interest complies with SFHP and the terms of this Agreement, no payments will be due on this Lien.

3.5 Transfers of Lien. The Lien may be assumed by subsequent SFHP Homebuyers of the SFHP Home, including those acquiring the SFHP Home through testate or intestate succession so long as a Notice of Intent to Sell is received by the City and the City gives written approval of the assumption of the Lien. The Lien shall not be assigned by the City or its agent without the Senior Lien holder's prior written consent so long as the Senior Lien remains outstanding and the obligation to make payment on the mortgage note has not been satisfied. Subsequent SFHP Homebuyers or SFHP Developer/Successor in Interest shall also obtain a "Certificate of SFHP Homebuyer Eligibility".

3.6 Collection of the Lien Amount. The City and its agent agree that they will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien holder at least 60 days prior written notice. The subordinate lien holder (the City or its agent) will give the Senior Lien holder written notice of default and prior written notice of any acceleration under the subordinate mortgage (the Lien). However, it is understood that the subordinate lien holder is only holding the Lien for purposes of retaining long-term affordability and, therefore, will not accelerate the payment of the Lien amount.

In the event of a foreclosure on the Senior Lien the City hereby agrees to accept a note for any deficiency in the Lien amount and to forgive, release and forgo collection upon the Lien.

#### 4. CLOSING SALES AND CONVEYANCES OF THE SFHP HOMES.

4.1 Certification of Homebuyer. SFHP Developer/Successor in Interest agrees to sell the SFHP Homes only to Certified Homebuyers who qualify for the purchase of a SFHP Home under the SFHP. The City hereby represents and warrants that Santa Fe Community Housing Trust or Homewise are its authorized agents under the most current agreements between the City and Santa Fe Community Housing Trust or Homewise, for the purpose of qualifying buyers under this Agreement and issuing Certificates of SFHP Homebuyer Eligibility.

4.2 SFHP Developer/Successor in Interest's or SFHP Homebuyer's Notice of Intent to Sell or Transfer the Property. Any time the SFHP Developer/Successor in Interest or any subsequent SFHP Homebuyer who is subject to this Lien intends to sell or otherwise transfer the Property or any interest in the SFHP Home, whether by deed, real estate contract, intestacy, testate succession or otherwise, said transferor shall give written notice to the City which shall state the transferor's intention to sell or otherwise transfer said Property or interest in the SFHP Home. (The "Notice of Intent to Sell").

4.3 Notice to Prospective SFHP Homebuyer of Lien. The SFHP Developer/Successor in Interest agrees to provide actual notice to any prospective purchaser of the covenants, conditions, and encumbrances, which are or will be placed upon the SFHP Homes to be sold by SFHP Developer/Successor in Interest to the Certified SFHP Homebuyer. Any purchase agreement containing the foregoing language or accompanied by a signed disclosure statement containing the foregoing language shall be deemed acceptable to the City pursuant to Section 26-1.18 SFCC 1987. The notice shall, at a minimum, state:

A. The SFHP Home and/or SFHP Lot is subject to a Lien which is intended to retain the long-term affordability of the SFHP Home.

B. The Lien may limit the ability of the SFHP Homebuyer to get subsequent mortgage or equity loans.

C. The Lien gives the City and its agents a right to exercise its right of first refusal and repurchase of the SFHP Home and/or SFHP Lot at the fair market value less the amount of the lien.

D. The Right of First Refusal granted to the City can be assigned by the City to an agent or third party Certified SFHP Homebuyer.

E. The Lien will limit the SFHP Homebuyer's ability to sell the SFHP Home in the future and shall require the City or its agents to agree to any additional use of the SFHP Home as collateral or security.

F. The Lien will reduce the total amount payable to the SFHP Homebuyer upon resale by the Lien amount if the SFHP Home is sold or transferred during the Lien term.

4.4 Escrow Instructions Regarding Initial SFHP Compliance. SFHP Developer/Successor in Interest agrees to sell the SFHP Homes through an escrow agent. The escrow agent shall be required by SFHP Developer/Successor in Interest as a precondition for closing to certify to the City that:

A. The SFHP Homebuyer has been notified of and has indicated their understanding of the Lien and its affect.

B. The total sales price at closing does not exceed the SFHP Home Price plus such transactional costs of closing as are usual and customary.

C. The SFHP Home is being sold to a buyer who has agreed that the SFHP Home shall be their principal residence and who has provided the escrow agent with a Certificate of SFHP Homebuyer Eligibility.

4.5 SFHP Developer/Successor in Interest to Reference Agreement and Lien. The SFHP Developer/Successor in Interest shall include a reference to this Agreement in any and all deeds or other instruments conveying any interest in the SFHP Home and/or SFHP Lot or any part thereof or interest therein, although neither the validity nor enforceability of this Agreement shall be affected in any manner by failure to do so.

## 5. RIGHT OF FIRST REFUSAL OR PURCHASE.

5.1 Grant of Right of First Refusal. To maintain the SFHP Home as affordable the City and its agents shall have, and SFHP Developer/Successor in Interest, its heirs, successors and assigns, hereby grant the City and its agent the right (but without obligation) to purchase the SFHP Home and SFHP Lot in any of the following circumstances (the "Rights of First Refusal"):

A. The SFHP Developer/Successor in Interest has given the City Notice of Intent to Sell; or

B. The SFHP Home is no longer the principal residence of any person purchasing the SFHP Home from the SFHP Developer/Successor in Interest or any subsequent SFHP Homebuyer, their heirs, successors or assigns whose occupancy does not comply with the covenant to maintain the SFHP Home only as a principle residence and not as a trade or business, as an investment property, (income/rental property) or as a recreational second home, or non-principal residence so long as said SFHP Homebuyer of the SFHP Home has been given written notice identifying the violations and has failed to cure them; or

C. Any legal or beneficial interest in the SFHP Home and/or SFHP Lot is conveyed or otherwise transferred (for example, by inheritance) without both Notice of Intent to Sell and Second Notice of Intent to Sell as required in this Section having been given, unless the City has waived the Right of First Refusal in writing; or

D. The City has notice of a pending mortgage or other lien foreclosure or similar proceeding (for instance, a sheriff's sale) against the SFHP Home and/or SFHP Lot or of a civil action or equivalent proceeding for unpaid condominium common expenses; or

E. The City has notice that the SFHP Home and/or SFHP Lot is being taken for unpaid taxes; or

F. The SFHP Homebuyer made material misrepresentations in applying to acquire the SFHP Home and/or SFHP Lot; or

G. The SFHP Homebuyer has failed to observe and perform the SFHP Homebuyer's obligations under this Agreement (other than as stated in (H.) below), has been given written notice identifying the violations and has failed to cure them; or

H. The SFHP Homebuyer has failed to observe and perform the SFHP Homebuyer's obligations under this Covenant in a manner, which constitutes criminal conduct, or in the City's judgment constitutes other willful, egregious and continuing violation of such obligations.

The City shall be obligated to give notice and an opportunity to cure only for events under subsections (B.) or (G.); and for those events, the SFHP Homebuyer and any holder of a Senior Lien shall have a reasonable time to cure which shall not exceed six months. In all cases other than sale or other transfer of the SFHP Home under subsection (A.), the City's right to buy the SFHP Home shall continue only while the event giving rise to exercise of the Right of First Refusal continues un-remedied.

5.2 City's Exercise of Right of First Refusal. In the event that the City has received a Notice of Intent to Sell pursuant to this Agreement, the City shall have 30 days in which to exercise its Right of First Refusal. During this 30-day period, the City and its agent shall have the exclusive right to market the SFHP Home and the SFHP Homebuyer shall not list the SFHP Home with a realtor or any other selling agent.

5.3 Duration of Right of First Refusal. The City and the SFHP Homebuyer intend that the Right of First Refusal are for the purpose of promoting and enforcing this Agreement in its goal of ensuring continuance of the SFHP Home as affordable housing as permitted under New Mexico law and accordingly are intended to be exercisable throughout the term of this Agreement (or such shorter period as is the longest permitted under law).

5.4 Purchase Price. The purchase price of the SFHP Home and/or SFHP Lot under the Right of First Refusal shall be equal to the appraised price at the time of sale less the Lien amount. In the event that there is a dispute as to the purchase price, the seller shall be entitled, at its own expense, to have a separate appraisal performed and if the seller and City or its agent still can not agree as to the purchase price, the seller and City shall resolve the matter through binding arbitration.

## 6. MONITORING AND ENFORCEMENT.

6.1 Notice. The City agrees to provide notice pursuant to the SFHP of any violation or alleged violation of the terms and conditions of this Agreement and further agrees to give SFHP Developer/Successor in Interest 30 days to cure and violation under this Agreement. SFHP Developer/Successor in Interest agrees to provide the City with notice and 30 days opportunity to cure any violation of this Agreement.

6.2 Term. This Agreement shall become effective when signed by the SFHP Developer/Successor in Interest and the City, and shall remain in effect: (1) as to the SFHP Developer/Successor in Interest, until all SFHP Homes on the Property covered by this Agreement have been sold and all other obligations on the part of the SFHP Developer/Successor in Interest under this

Agreement have been satisfactorily discharged; and (2) as to the terms and conditions which apply to the SFHP Homebuyers, for as long as the Lien on the SFHP Home remains in effect under this Agreement, including any renewals.

6.3 Enforcement. It is understood and agreed by SFHP Developer/Successor in Interest that the remedies provided under this Agreement are additional remedies, not exclusive of any remedy under the law.

6.4 Release by City. City hereby agrees to release SFHP Developer/Successor in Interest from this Agreement upon fulfillment of all terms of this Agreement and to issue upon request a certificate of termination within a reasonable time of receipt of written request. The City will issue the certificate in recordable form stating (if such be the case) that this Agreement has been terminated, and any such certificate, when recorded with the Santa Fe County Clerk, shall be binding and conclusive on the City and all persons relying thereon.

## 7. MISCELLANEOUS PROVISIONS.

7.1 Recordation. SFHP Developer/Successor in Interest agrees to record this Agreement and thus the Lien prior to closing the sale of the SFHP Home so as to legally attach, run with the land and ensure that the purposes of the SFHP are met.

7.2 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, SFHP Home or this Agreement, who by their acceptance of any interest in the Property, SFHP Home or this Agreement shall be deemed to have agreed to perform and observe all the SFHP Developer/Successor in Interest's obligations under, and to be bound by all the terms and conditions of, this Agreement. Furthermore, all the agreements, rights and restrictions set forth in this Agreement shall run with the Property for the purpose of maintaining the SFHP Home as affordable housing throughout the term of this Agreement and the Liens entered into pursuant to this Agreement.

7.3 Reporting and Verification.

A. SFHP Developer/Successor in Interest agrees to sign an affidavit declaring that the sale price did not exceed the amount specified in this Agreement.

B. SFHP Developer/Successor in Interest agrees to provide such information and documentation as the City may reasonably require in order to ensure that the actual sale was in compliance with this Agreement.

C. SFHP Developer/Successor in Interest agrees to provide income verification in selling the SFHP Home for certification by the City or its agent as complying with the SFHP Ordinance.

D. SFHP Developer/Successor in Interest agrees to grant access to the City, or its agent, to inspect the records of SFHP Developer/Successor in Interest for the SFHP Home in order to determine compliance with the SFHP Ordinance and this Agreement.

7.4 Further Assurances. The parties agree to execute such documents as may be required to show the satisfactory compliance with SFHP and this Agreement. The City may certify current compliance with the SFHP on a unit by unit basis as may be reasonably requested by SFHP Developer/Successor in Interest, escrow agents, realtors, lenders or any other interested party.

7.5 City's Right to Enter. Each SFHP Developer/Successor in Interest hereby grants to the City the right to enter upon the SFHP Home upon reasonable notice for the purpose of inspection and enforcement of the SFHP, the Santa Fe City Code and this Agreement.

7.6 Survival of Enforcement Rights. Notwithstanding the definition of SFHP Developer/Successor in Interest contained in this Agreement, the rights of enforcement for violations of this Agreement shall survive any subsequent sale or transfer of the SFHP Home.

7.7 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/Successor in Interest 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/Successor in Interest as a sufficient but additional basis for this Agreement.

7.8 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/Successor in Interest named above shall be addressed to such party, or to such other address as may be stated in a notice given as herein provided. Each notice to subsequent SFHP Developer/Successor in Interests shall be sufficiently given if addressed to or given at the SFHP Home.

7.9 Public Purpose. The City declares, and the SFHP Developer/Successor in Interest and each other person, including mortgagees, hereafter holding any interest in the Property or a SFHP Home acknowledges, that the Lien and this Agreement as well as all restrictions contained in this Agreement are for public purposes.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 No Additional Payments. Nothing herein shall be deemed a requirement to pay to the City or its agent additional payments for amounts already paid to the Senior Lien holder. The borrower shall not be obligated to make such payments of funds to the City or its agent to the extent that

the borrower under the Senior Lien makes such payments to the Senior Lien holder in accordance with the Senior Lien.

7.15 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.

7.16 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.

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

7.18 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.

AGREEMENT  
PAGES: 14

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

I Hereby Certify That This Instrument Was Filed for  
Record On The 19TH Day Of August, 2024 at 01:57:28 PM  
And Was Duly Recorded as Instrument # 2039899  
Of The Records Of Santa Fe County

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

Deputy



REC'D OF RECORDS 8/19/24 10:15:28 AM

WHEREFORE, the parties set their hands and seals this 13<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
GERALYN CARDENAS  
INTERIM CITY CLERK *dw*

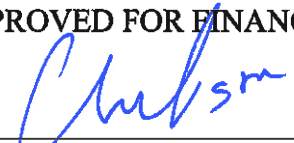
CITY OF SANTA FE:

  
\_\_\_\_\_  
JOHN W. BLAIR  
CITY MANAGER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PATRICIA FEHALI  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

 7/31/24  
\_\_\_\_\_  
EMILY OSTER  
FINANCE DIRECTOR

SFHP DEVELOPER/SUCCESSOR IN INTEREST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

SFC CLERK RECORDED 08/19/2024

SFHP DEVELOPER/SUCCESSOR IN INTEREST: Pulte Homes of NM

By: [Signature]  
Signature

Kevin Patton  
Printed Name

Its: Director of Land Planning and Entitlements  
Title

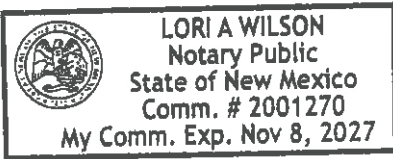
ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2024  
by Kevin Patton, Director of Land Planning and Entitlements  
of Pulte Homes of New Mexico, a Michigan corporation,  
on behalf of said Corporation.

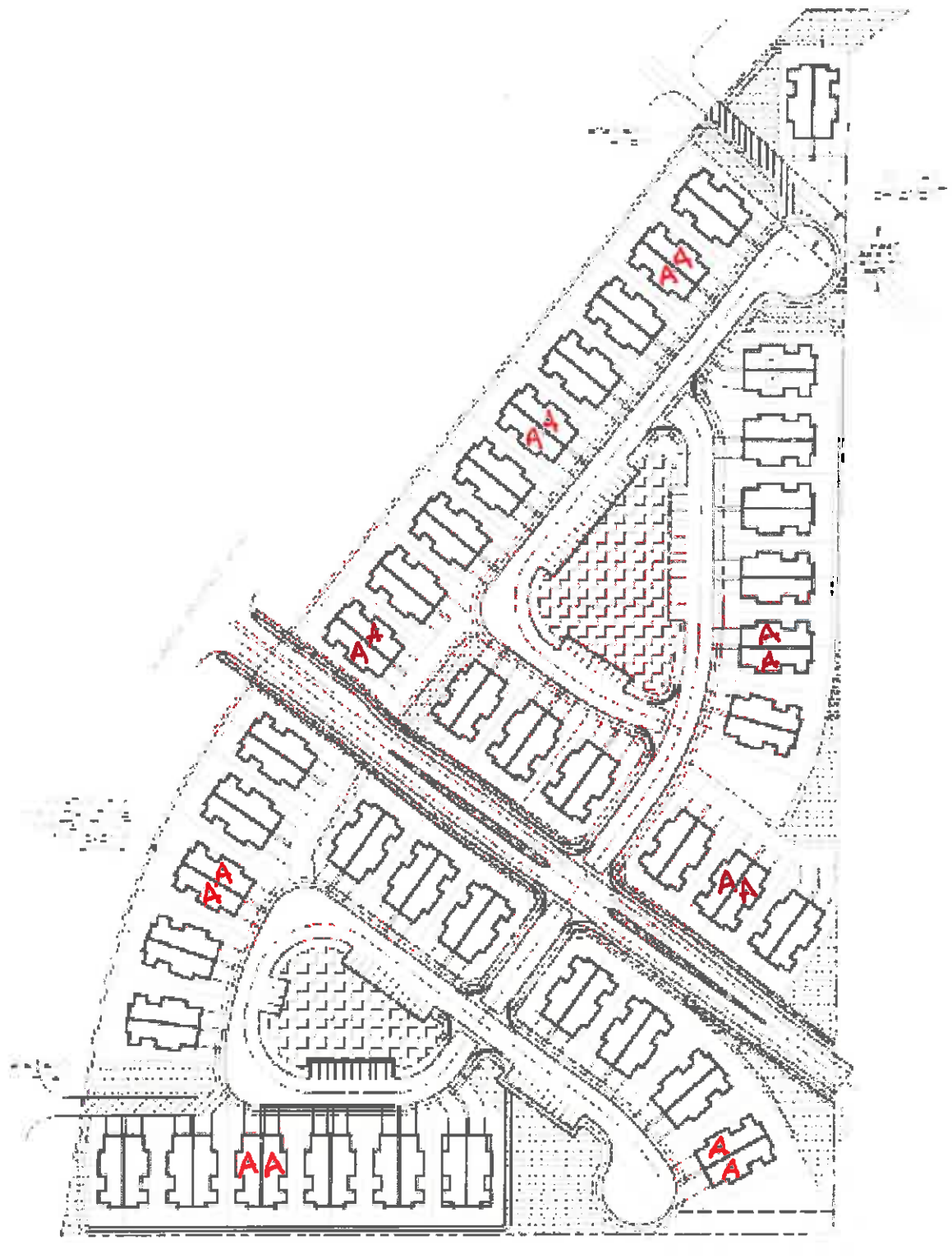
[Signature]  
NOTARY PUBLIC

My Commission Expires:  
11.8.27



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

SFC CLERK RECORDED 08/19/2024



SFC CLERK RECORDED 28/19/2024

**SANTA FE HOMES PROGRAM  
SFHP PLAN AND HOME SALES PRICING SCHEDULE**

Effective June 15, 2023\*  
(without green code adjustment pricing, unless noted)

<i>Income Range</i>	<i>Two Bedrooms 1-2 person HH (900 sq min)</i>	<i>Three Bedrooms 3-4 person HH (1,150 sq ft min)</i>	<i>Four Bedrooms 4-5 person HH (1,250 sq ft min)</i>
<b>2 (50-65%AMI)</b>	Max. Price \$161,250 0 Unit	Max. Price \$181,500 2 Unit	Max. Price \$201,500 1 Unit
<b>3 (65-80%AMI)</b>	Max. Price \$209,750 0 Unit	Max. Price \$236,000 7 Unit	Max. Price \$262,000 1 Unit
<b>4 (80-100%AMI)</b>	Max. Price \$258,000 0 Unit	Max. Price \$290,250 4 Unit	Max. Price \$322,500 1 Units

Prices reflect June 2023 HUD Area Median Incomes for Santa Fe. Refer to Section 26-1.16 (B) and the SFHP Administrative Procedures. For specific requirements, contact The Office of Affordable Housing.

**AFFORDABILITY CALCULATION  
Single Family/Condo Building Lots**

The project has an area of approximately **16.21** acres, zoned **R-10**, permitting **10** dwelling homes per acre. The required number of SFHP units is 20% of the total units, 5% each in Income Ranges 2 and 4 and 10% in Income Range 3. The project proposes **80 of total lots** for development as single family/condo homes.

- CALCULATION for the SFHP requirement:**
- = Total number of units multiplied by (0.2) = # of Units Required
  - = **80** total units x 0.2 = **16 SFHP unit(s)** are required
  - = **16** lots/units delivered and a fractional fee paid for **0** units

- CALCULATION for the Fractional Fee:**
- = ½ price of 3 BR, Tier 2 Home X Unit Fraction
  - = \$92,875 X **0.#**
  - = **\$0 No fractional fee**

**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.

SFC CLERK RECORDED 08/19/2024

July 2, 2021



James W. Siebert & Associates  
915 Mercer Street  
Santa Fe, NM 87505  
Phone (505) 983-5588  
Fax (505) 989-7313

By Email: [jim@jwsiebert.com](mailto:jim@jwsiebert.com)

RE: Caja del Oro Grant Subdivision

Dear Mr. Siebert,

Santa Fe Public Schools has reviewed information received from your firm regarding the above referenced project. Given the estimated build out projections for the development plan, current capacities at assigned schools will be adequate to serve the anticipated student population from this development.

We appreciate your observance of City Ordinance 2008-32 allowing Santa Fe Public Schools to adequately plan for impact to facilities and operations.

Sincerely,

*Gabe D. Romero*

Gabe D. Romero  
Executive Director of Operations