



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** May 1, 2026

**TO:** Alexander Dzurec, Architect, Autotroph

**CC:** Claudia Kath, Senior Planner, City of Santa Fe Land Use Department CMK

**FROM:** Alan Hook, Water Resources Coordinator, City of Santa Fe Water AGH

**RE:** Approval of Nueva Acequia Development Water Budget, Case# 2025-11625

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**ITEM:** Nueva Acequia Mixed-Use Development Water Budget.

**BACKGROUND AND SUMMARY:** On April 30, 2026, the agent for Acequia Nueva Development Project, Autotroph, submitted a revised final development water budget including: two Santa Fe Homes Program (SFHP) affordable housing contracts for building 1, multi-family residential apartments, and building 2, senior housing apartments; other accessory water usage; irrigation water usage and the 9.8% contingency fee. This development project falls under the category of mixed use, given there is residential (multi-family apartments) & commercial (daycare center) development.

**REQUESTED ACTION:** City of Santa Fe Water staff approves the development water budget for the Nueva Acequia mixed-use development in the amount of 5.07 acre-feet per year (AFY) as provided by Autotroph, the Owner's Agent, to meet the requirements of City Code Chapter 14, Section 7.7. This approval is void upon any changes to the development plan that affect water use prior to issuance of a building permit.

### ATTACHMENTS:

1. Nueva Acequia 2026 Water Utility Application v.3.
2. Nueva Acequia 2026 Development Water Budget Calculations
3. Nueva Acequia 2026 Development Water Budget Calculations for Other Usage.
4. SFHP Nueva Acequia Multifamily Apartments - Building 1 Agreement
5. SFHP Nueva Acequia Senior Apartments Housing – Building 2 Agreement

**Signature:** *Claudia Kath*  
Claudia Kath (May 1, 2025 14:24:29 MDT)

**Email:** cmkath@santafenm.gov

## **ACD PACKET CHECK-OFF SHEET**

This sheet contains a list of required information for processing Agreements to Construct and Dedicate Public Improvements (ACD).

**\*Please submit this sheet with the packet.**

Check if submitted:

- Developer Information Sheet
- Utility Service Application
- Utility Contractor Price Quote
- Copy of Plat
- Approved Water Plan Drawing Number \_\_\_\_\_
- Approved Development Water Budget, including Landscape Irrigation Budget and a 9.8% Contingency
- Fee Waiver Application Approved by the Office of Affordable Housing
- SFHP, Not Applicable See attached SFHP Agreements for Buildings 1 & 2

### **COUNTY PROJECTS ONLY:**

- City Council Approval Date \_\_\_\_\_

### **NOTE:**

**Applications will NOT be accepted for submittal unless ALL applicable items on this check list are completed and/or attached.**

**DEVELOPER INFORMATION SHEET**

**Developer's Name:** TWG Development, LLC  
**Address:** 1301 E Washington St., Suite 100, Indianapolis, IN 46202  
**Telephone #:** 619-889-3085  
**Contact Person:** Megan Adams  
**Legal Description of Property:** Tract B-1, Lot 1, and Lot 2, as shown and delineated on plat of survey entitled "Boundary & Easement Survey of Tract B-1, Lot 1 & Lot 2 lying and being situated within Section 5 & 6, T.16N.,  
**Plat Recording Date (month, day & year):** January 23, 2019  
**Record Book #:** 844  
**Record Page #:** 6  
**Present Owner of Property (exactly as shown):** Santa Fe County, a political subdivision of the State of New Mexico  
**Project Name:** Nueva Acequia  
**Proposed Date of Completion (month & year):** June 2028  
**Developer Engineer Name:** Santa Fe Engineering Consultants  
**Address:** 1599 St. Francis Drive., Suite B, Santa Fe, NM 87505  
**Telephone #:** 505-982-2845  
**Contact Person:** Mike Gomez  
**Developer Water Utility Contractor Name:** Jaynes Corporation  
**Address:** 2906 Broadway Blvd NE, Albuquerque, NM 87107  
**Telephone #:** 505-345-8591  
**Contact Person:** Krishna Reddy  
**Construction Starting Date:** 9/1/2026  
**Type of Business Entity (NM Corporation, General Partnership, LLC, Individual, etc.):**  
LLC

**NOTE:**

1. Developer must fill out all the information above.
2. A Performance Bond from the Contractor, Certificate of Insurance and a check in the amount listed on Page 2 of Agreement to be supplied by the Developer.
3. SDCW requires contractor bid sheets (use SDCW format)
4. Developer is responsible for advising SDCW on proposed changes in start date to ensure availability of SDCW construction Inspector.

**SDCW USE ONLY**

Date Received: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Fire Hydrants:      **YES** or **NO**      **CITY** or **COUNTY**      Quantity: \_\_\_\_\_  
Drawing #: \_\_\_\_\_  
W.O. #: \_\_\_\_\_  
Inspector: \_\_\_\_\_

City of Santa Fe, New Mexico  
UTILITY SERVICE APPLICATION

**\*Fill in all highlighted fields on this application. Applicant(s) must sign and date application.**

Check all that apply:  Water Service Technical Evaluation Request  
 Agreement for Metered Service (AMS)  
 Agreement to Construct and Dedicate Public Improvements (ACD)  
 Annexation Application Water Budget  
 Water Offset Program/Water Rights Compliance Requirement for a Development Water Budget

WORK ORDER # \_\_\_\_\_

Applicant Name: Nueva Acequia Apartments (NUEVA ACEQUIA 4, LLLP)  
 Project Address: 1335 Camino de Jacobo, Santa Fe, NM 87507

**\*Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year 2019 Book 844 Page 6 Township, Range, Section: 16, 9, 06

Location: (check one only) Inside Corporate City Limits  Outside Corporate City Limits

Property Uniform Property Code: \_\_\_\_\_ Existing Well: Yes \_\_\_\_\_ No

Legal Description including lot size: Tract B-1, Lot 1, and Lot 2 as shown and delineated on plat of survey entitled "Boundary & Easement Survey of Tract B-1, Lot 1 & Lot 2 lying and being situated within Section 5 & 6, T.16N., R.9E., N.M.P.M., City & County of Santa Fe, New Mexico" recorded January 23, 2019 (Instrument No. 1877395) Approximately 6.659 acres. (NOTE: LOT 2, & PORTIONS OF LOT 1 AND TRACT B-1 WILL BE SPLIT OFF. THE FINAL PROJECT LOT SIZE WILL BE 3.53 ACRES.)

Short Description of Project: Public-private partnership between Santa Fe County and TWG Development for a 159-unit 100% affordable housing project. Bldg. 1 is 106 units for families. Bldg. 2 is 53 units for seniors (age 55+). Future Phase 2 includes an on-site Daycare. All to be separately metered.

Construction Start Date: 9/1/2026

**\*RESIDENTIAL PROJECT - Complete the following**

Apartments (Building 1 for Family Housing & Building 2 for Senior Housing)

- |   |            |
|---|------------|
| 1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments)  | _____      |
| 2. Total number of lots approved on final plat/development plan:                        | <u>1</u>   |
| 3. Total number of homes existing or under construction:                                | <u>159</u> |
| 4. Total number of affordable homes or units under SFHP: (include contract and waivers) | <u>159</u> |
| 5. Size of service requested: (5/8", 3/4", 1" or 2")                                    | <u>2"</u>  |

**\*Please fill in all categories below that apply for which water service is requested, then multiply by the water use factor to get the annual water demand:**

--- COMPLETED BY APPLICANT ---

--- REVIEWED BY STAFF ---

Number of Lots or Units	Water Use Factors	Annual Water Demand
_____ Single Family Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____ Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____ Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____ Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____ Guest house (detached)	.09 afy per d.u.	_____
<u>106</u> Apartment/Condominium	.16 afy per d.u.	<u>16.96</u>
<u>53</u> Senior Complex	.12 afy per d.u.	<u>6.36</u>

**159 Total**

**Total Residential Water Demand 23.32 AFY**



City of Santa Fe, New Mexico

<b>OWNER:</b> TWG Development, LLC <b>Mailing Address:</b> 1301 E Washington St., Suite 100 Indianapolis, IN 46202 <b>Phone Number:</b> 619-889-3085 <b>Mobile Number:</b> n/a	<b>*Only If Applicable</b> AGENT: Alexander Dzurec, Autotroph Title: Architect Mailing Address: 222 E. Marcy St., Ste. 19, Santa Fe, NM 87501 Phone Number: 505-216-7555 Mobile Number: 505-982-6605
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**Information Provided By:** Check one: Owner  Agent

**Signature:** \_\_\_\_\_ **Date:** 04.09.2026

Technical Evaluation to be Sent to: Check one: Owner  Agent

**UTILITY SERVICE APPLICATION**

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPLICANTS, PLEASE NOTE:**

- **Ordinance 2008-53, prohibits new connections outside the Presumptive City limits unless specific conditions are met. Applications for service outside the Presumptive City limits must include documentation showing these conditions are met or the application will be rejected.**

**For applications from outside the presumptive city limits, please provide the following:**

- **Cover letter stating which Section of Ordinance 2008-53 is applicable.**
- **Provide supporting documentation for request.**
- **Applicant is responsible for complying with all the provisions and requirements of City of Santa Fe Ordinance No. 2002-29, "Annual Water Budget Ordinance".**

**NUEVA ACEQUIA APARTMENTS | DEVELOPMENT PLAN - Landscape Water Budget Calculations**

YEAR 1 (establishment period)

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Raised Garden Beds		155	155	100%	155
Planting Area A (low density shrubs)		12225	440	100%	440
Planting Area B (shrubs, perennials, grasses)		26170	9160	100%	9160
Trees (new)	134		2144	100%	2144

YEAR 2 + 3

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Raised Garden Beds		155	155	100%	155
Planting Area A (low density shrubs)		12225	440	85%	374
Planting Area B (shrubs, grasses, pem)		26170	9160	85%	7786
Trees (new)	134		2144	100%	2144

YEAR 4 and beyond

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Raised Garden Beds		155	155	100%	155
Planting Area A (low density shrubs)		12225	440	70%	308
Planting Area B (shrubs, grasses, pem)		26170	9160	70%	6412
Trees (new)	134		2144	100%	2144

**Plant Area**

Raised Garden Beds 155  
 Planting Low Density (shrubs) 12,225  
 Planting Medium Density (shrubs, perennials, grasses) 26,170  
 38,550 SF landscape area (not including trees)  
 0.88 Acres

**Plant Density Assumptions**

Planting Low Density (shrubs) 0.009 plants per sf (9 plants /1000sf)  
 Planting Medium Density (shrubs, perennials, grasses) 0.075 plants per sf (75 plants/1000sf)

**Planting Area Demand Assumptions / Six (6) month irrigation period**

Planting Low Density 0.04 gallons per week per square foot ( 4 gallons per week per shrub)  
 Planting Medium Density 0.35 gallons per week per square foot (typical condition)  
 Trees (new) 16.00 gallons per week: 8 -1gal / hr emitters per tree run 1 hour twice a week  
 Raised Garden Beds 1.00 gallons per week per square foot

**Reduction Factor**

Reduction factor assumes a reduction in water use for drought tolerant plants once they have been established.

**Monthly Water Allotment**

Percent water allocated to plants based on climate and average needs.

**Notes:**

\* Recommend providing a minimum of one watering for each plant type for these winter months when irrigation system is winterized if there is low / no precipitation  
 Water budgeting is approximate and depends numerous factors, including: irrigation efficiency, maintenance, water frequency / timing adjustments, rainfall, planter bed microclimate, etc.

YEAR 1 - water budget

	January	February	March	April	May	June	July	August	September	October	November	December	Total
	0%	0%	15%	38%	75%	100%	80%	80%	60%	35%	20%	0%	
	0.0	0.0	0	0	500	667	533	533	400	0	0	0.0	2,633
	0.0	0.0	284	719	1,419	1,892	1,514	1,514	1,135	662	378	0.0	9,519
	0.0	0.0	5,908	14,967	29,539	39,386	31,509	31,509	23,632	13,785	7,877	0.0	198,111
	0.0	0.0	1,383	3,503	6,914	9,219	7,375	7,375	5,532	3,227	1,844	0.0	46,373
Monthly demand	0	0	7,575	19,189	38,373	51,164	40,931	40,931	30,698	17,674	10,099	0	
Year 1 - Demand													256,635 gal./yr 0.79 ac-ft/yr

YEAR 2 and 3 - water budget

	January	February	March	April	May	June	July	August	September	October	November	December	Total
	0%	0%	15%	38%	75%	100%	80%	80%	60%	35%	20%	0%	
	0.0	0.0	100	253	500	667	533	533	400	233	133	0.0	3,352
	0.0	0.0	241	611	1,206	1,609	1,287	1,287	965	563	322	0.0	8,091
	0.0	0.0	5,022	12,722	25,108	33,478	26,782	26,782	20,087	11,717	6,696	0.0	168,394
	0.0	0.0	1,383	3,503	6,914	9,219	7,375	7,375	5,532	3,227	1,844	0.0	46,373
Monthly demand	0	0	6,746	17,089	33,729	44,972	35,978	35,978	26,983	15,740	8,994	0	
Year 2 / 3 - Demand													226,210 gal./yr 0.69 ac-ft/yr

YEAR 4 and beyond - water budget

	January	February	March	April	May	June	July	August	September	October	November	December	Total
	0%	0%	15%	38%	75%	100%	80%	80%	60%	35%	20%	0%	
	0.0	0.0	100	253	500	667	533	533	400	233	133	0.0	3,352
	0.0	0.0	199	503	994	1,325	1,060	1,060	795	464	265	0.0	6,663
	0.0	0.0	4,136	10,477	20,678	27,570	22,056	22,056	16,542	9,650	5,514	0.0	138,678
	0.0	0.0	1,383	3,503	6,914	9,219	7,375	7,375	5,532	3,227	1,844	0.0	46,373
Monthly demand	0	0	5,817	14,737	29,085	38,780	31,024	31,024	23,268	13,573	7,756	0	
Year 3 - Demand													195,066 gal./yr 0.60 ac-ft/yr

## **Nueva Acequia Water Demand Calculations**

The project is a rental affordable housing development. The project contains a family Apartment building (Building 1: 106 units), a senior Apartment building (Building 2: 53 units), common spaces for residents, Laundry Rooms for residents, irrigated landscape and a Daycare Center to be developed in a later Phase. The estimate water consumption for the Units and Daycare Center are provided on the utility service application and the estimated demand for irrigation is provided as a separate document. This document states the estimated water demand for the remaining spaces labeled as “Other” on the Utility Service Application.

### **Building 1: 2.09 AFY**

#### **(2) ADA Restrooms**

– For employee use

3 employees x 20 Gal / day / employee x 260 days (workdays per year) = 15,500 Gal / yr = **0.05 AFY**

#### **Community Room** (includes a non-commercial kitchen)

- For resident events, parties & meetings

100 Days (estimated annual events usage) x 200 Gal / event day = 20,000 Gal / yr = **0.06 AFY**

#### **Laundry Room**

- For resident use only - Assumed Laundromat, Other per City of Santa Fe Development Offset Fee Table

9 washing machines x 0.22 AFY = **1.98 AFY**

### **Building 2: 1.21 AFY**

#### **(2) ADA Restrooms**

– For employee use

3 employees x 20 Gal / day / employee x 260 days (workdays per year) = 15,500 Gal / yr = **0.05 AFY**

#### **Community Room** (includes a non-commercial kitchen)

- For resident events, parties & meetings

100 Days (estimated annual events usage) x 200 Gal / event day = 20,000 Gal / yr = **0.06 AFY**

#### **Laundry Room**

- For resident use only - Assumed Laundromat, Other per City of Santa Fe Development Offset Fee Table

5 washing machines x 0.22 AFY = **1.1 AFY**

### **Project Total “Other” Water Demand: 3.3 AFY**

NUEVA ACEQUIA APARTMENTS

PROPOSED WATER BUDGET

TABLE 1

4/9/2026

LAND USE	NUMBER OF DWELLING UNITS	WATER USE FACTOR PER DU (AC-FT/YR)	WATER USE (AC-FT/YR)
APARTMENT UNITS	106	0.16	16.96
SENIOR	53	0.12	6.36
		<i>Subtracted for SFHP:</i>	-23.32
LAND USE	NUMBER OF KIDS	WATER USE FACTOR PER 100 kids (AC-FT/YR)	WATER USE (AC-FT/YR)
DAYCARE	70	0.85	0.60
OTHER USES			3.30
LANDSCAPING THREE YEAR AVERAGE			0.72
SUB-TOTAL WATER DEMAND =			4.62
LINE LOSS (9.8%)	CONTINGENCY		0.45
TOTAL WATER DEMAND PER YEAR			5.07

**CITY OF SANTA FE  
SANTA FE HOMES PROGRAM  
MULTIFAMILY HOUSING DEVELOPMENT AGREEMENT**

**Nueva Acequia Apartments, Building 1**  
1335 Camino de Jacobo, Santa Fe, New Mexico

This Santa Fe Homes Program ("SFHP") Agreement ("Agreement") is made and entered into this 23 day of February 2026 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and TWG Development, LLC, a New Mexico limited liability company ("SFHP Developer").

**RECITALS**

**WHEREAS**, the City has duly adopted the Santa Fe Homes Program and administrative procedures (collectively, the "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.

**WHEREAS**, in accordance with the requirements of the SFHP, the SFHP Developer has submitted an SFHP proposal (SFHP Proposal), which provides the procedural pre-requisite for this Agreement;

**WHEREAS**, the SFHP Developer is the developer of Nueva Acequia Apartments, Building 1 and in its SFHP Proposal, the SFHP Developer has proposed to develop the property as described in the document attached hereto as Exhibit 1 (development plan), incorporated herein by reference, and hereinafter referred to as the "Property".

**WHEREAS**, the SFHP Developer desires to develop the Property subject to and upon the terms and conditions hereinafter set forth and in compliance with Sections 14-9.6 and 26-1 *et seq.* Santa Fe City Code (SFCC) 1987.

**WHEREAS**, it is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings of the parties, 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 hereby agree as follows:

**1. DEVELOPMENT REQUEST**

A. SFHP Developer is in the process of received final development plan approval to build **106** rental units, which will all be priced as Affordable Rental Units, as defined in SFCC 1987 Section 26-1.

B. The Developer agrees to comply with the Santa Fe Homes Program Ordinance by making all units affordable, and so there is no need for the payment of a fee as per SFHP Administrative Procedures.

**2. OBLIGATIONS**

B. Fee Agreement. **All 106 units will be made 100% affordable, there is no fee for this project.** However, the SFHP Developer agrees that if no affordable units are built, they will pay a fee-in-lieu as calculated pursuant to the Santa Fe City Ordinance 26-1.22 (B).

C. Payment Deadline. If the developer does not build 100% affordable units on the Property, the amount due shall be calculated based on how many affordable units are proposed, and payment, if necessary, shall be made to the City's Office of Affordable Housing by July 31, 2028.

**3. ENFORCEMENT**

A. Remedies. If the developer needs to make a payment to the City, failure to make the full payment required under this agreement by the specified deadline 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:

- a) Withholding the recording of plats or plans,
- b) Withholding or revoking building permits,
- c) Issuing stop work orders, and
- d) Withholding or revoking certificates of occupancy.

B. 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.

C. 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 party thirty days to cure any violation or alleged violation of this Agreement.

<u>City of Santa Fe:</u>	<u>SFHP Developer:</u>
Office of Affordable Housing	TWG
PO Box 909	1301 E. Washington Street, Suite 100
Santa Fe, NM 87504-0909	Indianapolis, IN 46202

#### **4 SUCCESSORS IN TITLE/COVENANTS TO RUN**

In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be provided with a copy of this Agreement and shall be required to comply with this Agreement. The terms and conditions of this Agreement run with the land and are binding upon all heirs, successors, and assigns.

#### **5. RECORDATION**

The SFHP Developer agrees to file this agreement with the county and return a copy of the recorded agreement to the city at the address listed above.

For Developers who have completed their development with the agreed upon affordable housing units, the City will issue a deed restriction at the time a Certificate of Occupancy to enforce the affordability period relevant to the development as specified in the SFHP.

#### **6. 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.

#### **7. CAPTIONS**

The captions and paragraph headings of this Agreement are not necessarily descriptive or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

**8. FURTHER ASSURANCES**

The parties agree to execute such documents as may be required to show the satisfactory compliance with SFHP Ordinance (SFCC 26-1) and this Agreement.

**9. SEVERABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

**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.

**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.

**12. GOVERNING LAW; VENUE; INTERPRETATION**

SFHP Developer shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the SFHP Developer agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement 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.

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.

### **13. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not relieve the SFHP Developer from complying with present or future City ordinances, duly adopted resolutions, or regulations applicable to the development.

### **14. 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.

### **15. TERM**

This Agreement shall remain in force until the full payment of the SFHP Payment obligation set forth herein.

### **16. 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.

WHEREFORE, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.


CITY OF SANTA FE:

SFHP DEVELOPER/SUCCESSOR IN INTEREST:

TWG Development, LLC

\_\_\_\_\_

BRIAN MOYA  
INTERIM CITY MANAGER

  
Megan Adams (Apr 15, 2026 09:16:43 PDT)

MEGAN ADAMS  
REGIONAL DEVELOPMENT MANAGER

DATE: Apr 15, 2026

ATTEST:

\_\_\_\_\_

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

  
Ruby Crews (Apr 15, 2026 10:23:19 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Attach:

Exhibit 1 - Development plan

Exhibit 2 – Legal Description

*Development Plan, Site Plan, Location Map*



## Proposed Lot A Legal Description

A certain tract of land lying and being situate within Sections 5 & 6, T.16 N., R.9 E., N.M.P.M., city and county of Santa Fe, New Mexico.

Beginning at the southeast corner of said tract from whence a U.S.G.L.O.S. brass cap stamped "S5, S6, S7, S8, T16N, R9E, N.M.P.M." bears South 15°30'09" East, a distance of 225.14'.

Thence from said point of beginning South 85°41'28" West, a distance of 54.53';  
Thence North 12°16'20" West, a distance of 207.98';  
Thence North 12°25'48" West, a distance of 209.98';  
Thence North 12°29'57" West, a distance of 312.74';  
Thence North 12°35'22" West, a distance of 435.89';  
Thence North 78°51'15" East, a distance of 346.17';  
Thence North 11°08'45" West, a distance of 314.44';  
Thence North 10°53'48" West, a distance of 69.07';  
Thence North 11°12'11" West, a distance of 399.18';  
Thence North 11°09'58" West, a distance of 778.67';  
Thence North 77°45'05" East, a distance of 27.54';  
Thence South 11°09'10" East, a distance of 1170.63';  
Thence South 11°08'42" East, a distance of 743.48';  
Thence South 77°36'37" West, a distance of 310.47';  
Thence South 12°29'38" East, a distance of 75.54';  
Thence South 12°29'57" East, a distance of 108.76';  
Thence South 12°24'37" East, a distance of 629.71' to the Point of Beginning.

Containing 4.996 acres, more or less."

**CITY OF SANTA FE  
SANTA FE HOMES PROGRAM  
MULTIFAMILY HOUSING DEVELOPMENT AGREEMENT**

**Nueva Acequia Apartments, Building 2  
1335 Camino de Jacobo, Santa Fe, New Mexico**

This Santa Fe Homes Program (“SFHP”) Agreement (“Agreement”) is made and entered into this 17th day of February 2026 by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation (“City”) and **TWG Development, LLC**, a New Mexico limited liability company (“SFHP Developer”).

**RECITALS**

**WHEREAS**, the City has duly adopted the Santa Fe Homes Program and administrative procedures (collectively, the “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.

**WHEREAS**, in accordance with the requirements of the SFHP, the SFHP Developer has submitted an SFHP proposal (SFHP Proposal), which provides the procedural pre-requisite for this Agreement;

**WHEREAS**, the SFHP Developer is the developer of Nueva Acequia Apartments, Building 2, and in its SFHP Proposal, the SFHP Developer has proposed to develop the property as described in the document attached hereto as Exhibit 1 (development plan), incorporated herein by reference, and hereinafter referred to as the “Property”.

**WHEREAS**, the SFHP Developer desires to develop the Property subject to and upon the terms and conditions hereinafter set forth and in compliance with Sections 14-9.6 and 26-1 *et seq.* Santa Fe City Code (SFCC) 1987.

**WHEREAS**, it is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings of the parties, 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 hereby agree as follows:

**1. DEVELOPMENT REQUEST**

A. SFHP Developer is in the process of received final development plan approval to build **53** rental units, which will all be priced as Affordable Rental Units, as defined in SFCC 1987 Section 26-1.

B. The Developer agrees to comply with the Santa Fe Homes Program Ordinance by making all units affordable, and so there is not need for the payment of a fee as per SFHP Administrative Procedures.

**2. OBLIGATIONS**

A. Fee Agreement. **All 53 Units will be made 100% affordable, there is no fee for this project.** However, the SFHP developer agrees that if no affordable unites are built, they will pay a fee-in-lieu as calculated pursuant to the Santa Fe City Ordinance 26-1.22(B).

B. Payment Deadline. If the developer does not build 100% affordable units on the property, the amount due shall be calculated based on how many affordable units are proposed, and payment, if necessary, shall be made to the City's Office of Affordable Housing by **July 31, 2028**

**3. ENFORCEMENT**

A. Remedies. If the developer needs to make a payment to the City, 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:

- a) Withholding the recording of plats or plans,
- b) Withholding or revoking building permits,
- c) Issuing stop work orders, and
- d) Withholding or revoking certificates of occupancy.

B. 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.

C. 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 party thirty days to cure any violation or alleged violation of this Agreement.

City of Santa Fe:

Office of Affordable Housing

PO Box 909

Santa Fe, NM 87504-0909

SFHP Developer:

TWG

1301 E. Washington Street, Suite 100

Indianapolis, IN 46402

#### **4 SUCCESSORS IN TITLE/COVENANTS TO RUN**

In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be provided with a copy of this Agreement and shall be required to comply with this Agreement. The terms and conditions of this Agreement run with the land and are binding upon all heirs, successors, and assigns.

#### **5. RECORDATION**

The SFHP Developer agrees to file this agreement with Santa Fe County and return a copy of the recorded agreement to the City at the address listed above.

#### **6. 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.

#### **7. CAPTIONS**

The captions and paragraph headings of this Agreement are not necessarily descriptive or intended or represented to be descriptive, of all the provisions thereunder, and in no

manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

**8. FURTHER ASSURANCES**

The parties agree to execute such documents as may be required to show the satisfactory compliance with SFHP Ordinance (SFCC 26-1) and this Agreement.

**9. SEVERABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

**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.

**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.

**12. GOVERNING LAW; VENUE; INTERPRETATION**

SFHP Developer shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the SFHP Developer agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement 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.

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.

**13. SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not relieve the SFHP Developer from complying with present or future City ordinances, duly adopted resolutions, or regulations applicable to the development.

**14. 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.

**15. TERM**

This Agreement shall remain in force until the full payment of the SFHP Payment obligation set forth herein.

**16. 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.

WHEREFORE, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
2026.

CITY OF SANTA FE:

SFHP DEVELOPER/SUCCESSOR IN INTEREST:  
TWG Development, LLC

\_\_\_\_\_  
BRIAN MOYA  
INTERIM CITY MANAGER

  
\_\_\_\_\_  
Megan Adams (Apr 15, 2026 09:21:03 PDT)  
MEGAN ADAMS  
REGIONAL DEVELOPMENT MANAGER

DATE: Apr 15, 2026

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

  
\_\_\_\_\_  
Ruby Crews (Apr 15, 2026 10:23:58 MDT)  
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Attach: Exhibit 1 - Development plan  
Exhibit 2 – Legal Description

*Development Plan, Site Plan, Location Map*



**LEGAL DESCRIPTION (PROPOSED LOT B)**

EXHIBIT 2

The Land referred to herein below is situated in the County of Santa Fe, State of New Mexico, and is described as follows:

Tract B-1, Lot 1, and Lot 2, as shown and delineated on plat of survey entitled "Boundary & Easement Survey of Tract B-1, Lot 1 & Lot 2 lying and being situated within Section 5 & 6, T.16N., R.9E., N.M.P.M., City & County of Santa Fe, New Mexico" recorded January 23, 2019 in Plat Book 844, Page 6, as Instrument No. 1877395, records of Santa Fe County, New Mexico.

For informational purposes only address of property per county assessor's tax roll:

0 Camino de Jacobo,  
Santa Fe, New Mexico 87507"