

**SANTA FE COUNTY  
HAPPY ROOF PROGRAM HOUSING ASSISTANCE GRANT  
AFFORDABILITY AGREEMENT BETWEEN  
SANTA FE COUNTY AND QUALIFYING GRANTEE**

**THIS Affordability Agreement** ("Agreement") is entered into on this 2 day of December, 2015, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, whose address is 102 Grant Avenue, Santa Fe, New Mexico, 87504 and **Cynthia Seely a single woman** ("Qualifying Grantee"), whose address is **145 C El Lano Road, Santa Cruz, New Mexico 87567**.

**RECITALS**

**WHEREAS**, Qualifying Grantee, as owner in fee simple of real property located in the County of Santa Fe, State of New Mexico, described in Exhibit A attached hereto (the "Property"), has applied for and has been qualified for a Housing Assistance Grant ("Grant") from the Santa Fe County Housing Assistance Happy Roofs Program ("Program") pursuant to the provisions contained in the Affordable Housing Act, Section 6-27-1 NMSA 1978 *et seq.*, the New Mexico Mortgage Finance Authority Affordable Housing Rules ("MFA Rules") and the Affordable Housing Roof Repair or Replacement and Renovation Ordinance No. 2011-3 ("Ordinance");

**WHEREAS**, The Affordable Housing Act, the MFA Rules and the Ordinance impose occupancy and transfer requirements for the duration of an established Affordability Period, described in Section 3 of this Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. SCOPE OF AGREEMENT.** In order to satisfy the requirements of the Affordable Housing Act, the MFA Rules and the Ordinance and enable the County to issue the aforementioned Housing Assistance Grant and in consideration of the Grant and of the mutual covenants and understandings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Qualifying Grantee and the County agree as follows:

- A. This Agreement is in consideration of the Grant from the County to the Qualifying Grantee in the amount of **\$3,135.10**. Qualifying Grantee understands and agrees that the Grant shall not be repaid to the County, with the exception of paragraph (D) below.
- B. The Grant has been made to Qualifying Grantee through the Program after Qualifying Grantee submitted her application and was certified as Qualifying Grantee pursuant to the applicable rules of the Program. The Grant to Qualifying Grantee is made only if Qualifying Grantee agrees to the restrictions and requirements of all applicable rules and the Ordinance and as further set forth below.

N. Qualifying Grantee states that she has no notice of any unpaid bills or claims for labor or services performed or material furnished on the Property.

2. **HOUSING ASSISTANCE GRANT.** The Grant is in the amount of **\$3135.10**. If applicable, repayment of the Grant shall be the principal amount of **\$3,135.10** and bearing simple interest at the rate of 5% annual percentage rate (APR).

3. **EFFECTIVE DATE AND TERM OF AGREEMENT AND AFFORDABILITY PERIOD.** The Affordability Period for this Grant is ten (10) years, beginning as of the date this Agreement is fully executed by all parties and terminating ten (10) years after execution of this Agreement. This Agreement shall remain in effect throughout the Affordability Period, unless terminated earlier pursuant to Section 1 paragraph (C) or (D) above.

4. **RELEASE.** Qualifying Grantee agrees to release and pledge to hold harmless the County, its employees, departments, boards, past, present and future commissioners, officers, agents, servants and independent contractors acting in their individual and official capacities, from any liability resulting from the Work performed on the Property.

5. **PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.** The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

6. **NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED.** This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

7. **ENTIRE AGREEMENT; INTEGRATION.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW.**

A. In performing its obligations hereunder, Qualifying Grantee shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Qualifying Grantee and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of the State of New Mexico.

9. **SEVERABILITY.** If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

10. **NOTICES.** Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

For Qualifying Grantees: Cynthia Seely  
145 C El Llano Road  
Santa Cruz, NM 87567

For County: Affordable Housing Administrator  
Santa Fe County  
102 Grant Ave  
Santa Fe, NM 87501

11. **FACSIMILE SIGNATURES.** The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

12. **NO THIRD-PARTY BENEFICIARIES.** This Agreement was not intended to and does not create any rights in any persons not a party hereto.


13. **NEW MEXICO TORT CLAIMS ACT.** No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

14. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the County, subject to the terms of any mortgage, deed of trust or other security agreement with a priority over this Agreement.

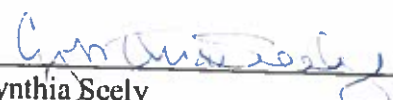
15. **SURVIVAL.** The provisions of following paragraphs shall survive termination of this Agreement; INDEMNIFICATION, RELEASE, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the dates written below.

**SANTA FE COUNTY:**

  
Katherine Miller, County Manager

**QUALIFYING GRANTEE**

  
Cynthia Seely

**APPROVED AS TO LEGAL FORM:**

  
Gregory Shaffer, County Attorney

## Exhibit A

A tract of land near Santa Cruz being a portion of Exception 380, P.C. 480; Exception 381, P.C. 481; Exception 385, P.C. 485; and Exception 386, P.C. 486 of the Santa Clara Pueblo Grant, situate in Section 1, T. 20 N., R. 8 E., N.M.P.M., and more particularly described on plat of survey entitled "SURVEY FOR GARY M. & EVELYN M. WEBER...", prepared by William H. Albert NMPS No. 7241, dated May 9, 1991 and filed for record October 25, 1991 as Document No. 753307 in Plat Book 228, page 049, records of Santa Fe County, New Mexico, and more particularly described as follows to-wit:

Beginning at a 1/2" rebar with cap set for the southeast corner, a point on the south boundary of Exc. 386, P.C. 486, whence a 2" brass cap marked "USGLO PC 483 AP-5/PC 475 AP-4/PC 474 AP-9 1920' bears S. 79° 20' 21" E., a distance of 180.40 feet; thence N. 80° 28' 54" W., along said south boundary of Exc. 386, P.C. 486 a distance of 37.38 feet to a 1/2" rebar with cap set at AP-5 of Exc. 386, P.C. 486 and AP-4 of Exc. 385, P.C. 485; thence N. 76° 36' 54" W. along the southerly boundary of Exc. 385, P.C. 485 a distance of 44.80 feet to a 1/2" rebar with cap set for the southwest corner; thence N. 14° 00' 06" E., a distance of 29.30 feet to a set 1/2" rebar with cap; thence N. 75° 21' 54" W. a distance of 47.00 feet to a 1/2" rebar with cap set for the most western corner at AP-2 of Exc. 385, P.C. 485, and AP-5 of Exc. 381, P.C. 481, a point on the southeasterly right-of-way State Road 291; thence along said southeasterly right-of-way of State Road 291 as follows, N. 38° 46' 06" E. a distance of 38.96 feet to a 1/2" rebar with cap set at AP-4 of Exc. 381, P.C. 481 and AP-3 of Exc. 380, P.C. 480; thence N. 53° 31' 06" E., a distance of 65.01 feet to a 1/2" rebar with cap set at AP-2 of Exc. 380, P.C. 480; then S. 89° 13' 59" E., a distance of 42.33 feet to a 1/2" rebar with cap set for the northeast corner; thence S. 00° 21' E., a distance of 123.76 feet to the southeast corner and point of beginning. Being and intended to be Tract A as shown and delineated on above referenced plat of survey.

FILED  
RECORDED 07/21/2010

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Tract A, as shown on plat entitled "Boundary Survey of 145AB & 145C El Llano Road, Exception 380, P.C. 480, Portions of Exception 381, P.C. 481; Portions of Exception 382, P.C. 482; Portions of Exception 384, P.C. 484; Portions of Exception 385, P.C. 485 and Exception 386, P.C. 486 of the Santa Clara Pueblo Grant within Projected Section 1, T20N, R8E, NMPM, County of Santa Fe, State of New Mexico", dated March 2, 2007, recorded March 5, 2007 as Document No. 1473327 in Plat Book 648 at page 15, being the same property as shown on plat recorded in Plat Book 228 at page 049, records of Santa Fe County, New Mexico.

**Commonly known as: 145 C El Llano, Espanola, NM 87532**

**Parcel Number: 184995840**