**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD)**

**WORD VERSION OF FORMS FOR**

**Workforce Integrated Network (WIN) Transitional Housing**



**RFP# 2024-10**

Released April 12, 2024

Due April 22, 2024

**DISCLAIMER:**

THIS IS NOT THE COMPLETE RFP# 2024-10. OFFERORS ARE RESPONSIBLE FOR REVIEWING RFP# 2024-10 IN ITS ENTIRETY FOR ALL TERMS, CONDITIONS AND REQUIREMENTS. THIS DOCUMENT ONLY CONTAINS THE FORMS THAT NEED TO BE COMPLETED AND IS PROVIDED AS A CONVENIENCE TO OFFERORS.

# APPENDIX A: OPTIONAL ACKNOWLEDGEMENT OF RECEIPT FORM

**REQUEST FOR PROPOSAL RFP # 2024-10:**

**WIN Transitional Housing**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **April 16, 2024**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| FIRM: |  | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| REPRESENTED BY: | | | | | |  | | | | | | | | |
|  | | | | | |  | | | | | | | | |
| TITLE: | |  | | | | | | PHONE NO.: | | |  | | | |
|  | | | | | | | | | | | | | | |
| EMAIL: | | |  | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| ADDRESS: | | | |  | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| CITY: |  | | | | | | STATE: | |  | | | ZIP CODE: | |  |
|  | | | | | | | | | | | | | | |
| SIGNATURE: | | | | |  | | | | | DATE: | | |  | |

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Bernadette Segobia-Abeyta, Procurement Manager

NCNMEDD

644 Don Gaspar

Santa Fe, NM 87505

bernadettes@ncnmedd.com

# APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**REQUEST FOR PROPOSAL RFP # 2024-10:**

**WIN Transitional Housing**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the

public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or

any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a

corporation, a member or manager of a limited liability corporation, a partner of a

partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Contribution Made By: |  | | | | | |
|  | | | | | | |
| Relation to Prospective Contractor: | | | | |  | |
|  | | | | | | |
| Name of Applicable Public Official: | | | | | |  |
|  | | | |  | | |
| Date(s) Contribution(s) Made: | | | |  | | |
|  | | | | | | |
|  | | | |  | | |
|  | | | | | | |
| Amount(s) of Contribution(s): | | | |  | | |
|  | | | | | | |
|  | | | |  | | |
|  | | | | | | |
| Nature of Contribution(s): | |  | | | | |
|  | | | | | | |
|  | |  | | | | |
|  | | | | | | |
| Purpose of Contribution(s): | | |  | | | |
|  | | | | | | |
|  | | |  | | | |

\*Attach extra pages if necessary

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | |  |
| Signature |  | | Date |
|  | |  | |
| Title (position) |  | | |

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | |  |
| Signature |  | | Date |
|  | |  | |
| Title (position) |  | | |

# APPENDIX C: TECHNICAL SPECIFICATIONS

***Fill out one Appendix C for each property.***

1. **Readiness**

***Criteria: Properties must have clear title, no liens, no environmental issues which would complicate or delay its acquisition and/or renovation, and must be available for closing by July 1, 2024 or earlier.***

Answer Yes/No to the following statements:

|  |  |  |  |
| --- | --- | --- | --- |
| **Feature** | **Yes** | **No** | **Comments** |
| Clear title |  |  |  |
| No liens |  |  |  |
| No environmental issues |  |  |  |
| Available for purchase by July 2024 |  |  |  |

1. **Location**

***Criteria: Properties must be located in or close to the municipalities of Santa Fe, Espanola, Taos, Las Vegas or Raton, NM. Properties should be close to public transit and/or within a walking distance of one mile to services.***

Please provide the following:

1. Address of the property proposed for acquisition and/or renovation.
2. Address of closest bus stop or comparable public transit location.
3. List of services that are available within a one-mile radius of the property. This includes medical officed, grocery stores, pharmacies, etc.
4. If the property does not meet B or C, what is the Offeror’s plan to provide transportation services at or near the property location?
5. **Occupancy**

***Criteria: Properties should be configured to serve at least five individuals. Therefore, properties should consist of at least five independent dwelling units complete with one bathroom and one kitchen or kitchenette per unit, OR five bedrooms with one or more shared living areas and two or more shared bathrooms, configured for independent living situations to the degree possible.***

***At its discretion, NCNMEDD may consider properties that will house less than five individuals; however, the total cost per dwelling unit or per bedroom with shared facilities should not exceed $100,000.00.***

Please attach the following Supporting Documentation:

1. Floor plan showing rooms and dimensions
2. If modifications are needed to create five bedrooms and one or more living areas and/or two or more bathrooms, provide proposed floor plan/s showing the intended layout/s, with rooms and dimensions labeled.

Note: Cost estimate/s of the required modifications must be included in APPENDIX D: Cost Response Form.

1. **Building Code Compliance**

***Criteria: Properties must be in compliance or be easily able to come into compliance with all applicable building code requirements.***

Please respond to the following questions:

1. Does the building have a certificate of occupancy? YES\_\_\_ NO\_\_\_
2. Does the building meet all applicable building code requirements?
   * If no, what would it take to make the compliant?
3. Is the building currently ADA accessible or does it have any accessibility features such as ramps, wide doorways, etc? Please describe.
4. **Zoning and Parking**

***Criteria: Properties must be zoned and usable for the use described in this RFP and have sufficient parking for such use.***

Please respond to the following questions:

* + - * 1. In what jurisdiction is the property or property located? (This would be a municipality or a county)
        2. What is the current zoning of the property?
        3. Please describe any special permits or zone changes required to use the property as outlined in the RFP.
        4. How many off-street parking spaces are provided on the property?
        5. Is there on-street public parking adjacent to the property? Please describe.

1. **Condition of Property**

***Criteria: Properties should be in good condition and should not require extensive and/or costly repair.***

Please provide the following:

* 1. Type of Construction (Examples: Frame/Stucco, Brick, Adobe, etc.)
  2. Year Building Constructed
  3. Year Building Renovated
  4. Age and condition of the following:

|  |  |  |
| --- | --- | --- |
| **Feature** | **Age** | **Condition** |
| Roof |  |  |
| Electrical Systems |  |  |
| Mechanical Systems |  |  |
| Plumbing Systems |  |  |
| Other, specify: |  |  |

* 1. Does the building have any of the following? Please describe:

|  |  |  |  |
| --- | --- | --- | --- |
| **Feature** | **Yes** | **No** | **Description/Details (Optional)** |
| Structural Deficiencies |  |  |  |
| System Deficiencies/Issues (electrical, mechanical, plumbing) |  |  |  |
| Leaks |  |  |  |
| Water Damage |  |  |  |
| Fire Damage |  |  |  |
| Other, specify: |  |  |  |

Please disclose any needed improvements (including those referred to above) and their approximate cost: Note: Cost estimates for each item must be included in APPENDIX D: Cost Response Form.

|  |  |
| --- | --- |
| **Feature** | **Improvement Needed** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Supportive Services**

***Criteria: Supportive services should be provided by Offeror or a specified partner.***

Please provide the following:

* + - * 1. Describe any services that will be provided at the property or properties, such as a live-in property manager, case management, etc.
        2. Who will provide the services?

1. **Rental Terms**

***Criteria: Offeror must offer affordable rents for a minimum term of nine months during the term of the Land Use Restriction Agreement and must commit to provide housing on those terms to WIN program participants referred by NCNMEDD.***

Please provide the following:

* + - * 1. If available, provide a sample lease agreement used by the Offeror for other properties.
        2. What monthly rent will you charge at the proposed property?
        3. What lease term will you use?
        4. Are utilities and other costs (Internet, parking, etc.) included or are they additional?
        5. What are the total estimated monthly utility and other costs?
        6. Statement of Concurrence: Offeror commits to provide housing to WIN program participants referred by NCNMEDD on a first priority basis through September 30, 2025, or the end of WIN grant or WIN program, if extended, whichever comes later. YES\_\_\_ NO\_\_\_

1. **Property Maintenance and Management**

***Criteria: Offeror should provide or contract for professional property maintenance and management.***

Please answer the following questions:

* + - * 1. Who will provide ongoing property maintenance and management for the property?
        2. What expertise/experience does the entity have with property maintenance and management?

1. **Supporting Documents**

If available, please attach the following Supporting Documents. If these items are not available at the time of response to the RFP, they will be required during Due Diligence.

* + - * 1. **Home Inspection:** A professional assessment of the property's condition, identifying any structural or safety issues.
        2. **Property Disclosure Form:** Property disclosure form from the seller, which outlines any known issues or defects with the property. This can include past repairs, renovations, or environmental hazards.
        3. **Title Search:** An investigation to ensure there are no outstanding liens or ownership disputes associated with the property.
        4. **Appraisal:** An evaluation of the property's value to determine if the asking price is reasonable.
        5. **Utility Bills and Maintenance Records:** Records of past utility bills and maintenance activities to assess operations, utility and upkeep costs.
        6. **HOA Documents:** Information about the homeowners association's rules, fees, and restrictions if the property is part of an HOA.
        7. **Insurance Claims History:** Details of past insurance claims to identify any recurring issues or risks.
        8. **Zoning and Land Use Restrictions:** Information about the property's zoning classification and any limitations on its use imposed by local regulations.

1. **Additional Property Information (Optional)**

*To the best of my knowledge, the information provided in APPENDIX C is true and correct:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024

Authorized Signature and Date

# APPENDIX D: COST RESPONSE FORM

***Fill out one Appendix D for each property.***

**RFP # 2024-10: WIN Transitional Housing**

*Criteria: Total acquisition and renovation cost of the property should not exceed $100,000.00 per dwelling unit or per bedroom with shared facilities.*

*Note: It is NCNMEDD’s intention to allocate no more than a total of $500,000.00 per Location. However, NCNMEDD reserves the right to reallocate the funds to other Locations and/or in different amounts if it cannot allocate up to $500,000 per location.*

**Section 1: Acquisition Cost**

Acquisition Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Square Footage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cost per Square Foot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Supporting Documentation: If available, attach a summary or detailed appraisal of the property.**

**Section 2: Renovation/Modification Costs**

|  |  |
| --- | --- |
| **Renovation/Modification Item** | **Cost Estimate** |
|  |  |
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**Supporting Documentation: If available, please attach any supporting quotes or cost estimates.**

**Section 3: Other**

Please note any variables or other pertinent information related to cost.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024

Authorized Signature and Date

# APPENDIX E: LETTER OF TRANSMITTAL FORM

**RFP # 2024-10: WIN Transitional Housing**

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). Failure to respond to all FOUR (4) items WILL RESULT IN THE DISQUALIFICATION OF OFFEROR’S PROPOSAL. DO NOT LEAVE ANY ITEM BLANK.** (N/A, None, Does not apply, etc. are acceptable responses.)

1. **Identify the following information** **for the submitting organization**:

|  |  |
| --- | --- |
| **Offeror Name** |  |
| **Mailing Address** |  |
| **Telephone** |  |
| **FED ID#** |  |
| **NM CRS#** |  |

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **A**  **Contractually Obligate** | **B**  **Negotiate\*** | **C**  **Clarify/Respond to Queries\*** |
| **Name** |  |  |  |
| **Title** |  |  |  |
| **E-mail** |  |  |  |
| **Telephone** |  |  |  |

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Describe any relationship with any entity, if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

* On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
* I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
* I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

# APPENDIX F: SAMPLE LAND USE RESTRICTION AGREEMENT

**Please note below any alternate terms and conditions or proposed changes to terms and conditions in the box below, or on the Sample Land Use Restriction itself:**

List alternate terms and conditions here…

This Land Use Restriction Agreement (“LURA”) is made and entered into effective as of Click here to enter a date., by and between the New Mexico Mortgage Finance Authority, a public body politic and corporate, separate and apart from but constituting a governmental instrumentality of the state of New Mexico as trustee of the New Mexico Housing Trust Fund (“Grantor”) and Click here to enter text., a New Mexico Choose an item. (“Owner”).

Owner has obtained a Grant of funds from Grantor (“Grant”) for the Choose an item. of affordable housing as defined by the Affordable Housing Act, Sections 6-27-1 et seq. NMSA 1978, on the Property described below. Grantor requires Owner to agree to restrict the use of such Property pursuant to the terms hereof as a condition of making the Grant. Therefore, in consideration of the Grant from Grantor to Owner, Owner hereby agrees that the real estate located in the County of Choose an item., which is commonly known as Click here to enter text. and more specifically described on **Exhibit A – Legal Description** attached hereto (“Property”), is subject to the following restrictions:

1. The “Affordability Period” means the period beginning on the date of this Agreement and ending Click here to enter text. (Click here to enter text.) years later. The Affordability Period will survive repayment of the Grant.
2. The Property and the improvements located thereon must be used during the Affordability Period for a Click here to enter text. -unit apartment project in the municipality of Click here to enter text., county of Choose an item., New Mexico (“Project”). The Project will contain Click here to enter text. affordable rental units that will be leased or rented to income-eligible individuals or households. The Project units will be leased as follows: Click here to enter text. units will be leased or rented to income-eligible individuals or households with incomes at or below Choose an item. percent of the area median income (AMI) and Click here to enter text. units will be leased or rented to income-eligible individuals or households with incomes at or below Choose an item. percent of AMI. The Project will also include Click here to enter text. units that are not rent- or income-restricted and will be leased or rented to individuals at market rate, and Choose an item. manager units. The income-eligible percentages are calculated as the product of (i) the gross median income for the area in which such individuals or households reside or the U.S. Median Income and (ii) the household-size adjustment factor for such individual or household, as determined by the U.S. Department of Housing and Urban Development (HUD) under the Section 8 program, or as based on the governing program requirements.
3. Owner agrees that, during the Affordability Period, the above-mentioned affordable income-restricted units will be “rent-restricted,” which, when applied to any unit, means that the maximum rent for such unit will not exceed 30 percent of the maximum income allowable for individuals or households occupying such unit in order to establish that unit’s designation as an income-restricted unit. If individuals or households occupying such units pay for their own utilities, the maximum tenant-paid rent will equal the amount reduced by the amount of the local utility costs approved by Grantor. If a unit receives federal or state project-based rental subsidy or the household receives a tenant-based rental subsidy and the household pays as a contribution toward rent not more than 30 percent of the household’s adjusted income, then the maximum rent (i.e. tenant contribution plus rental subsidy) is the rent allowable under the federal or state rental subsidy program.
4. Owner agrees that the first priority use of the above-mentioned affordable income-restricted units will be the purpose for which the MFA funds were granted: To provide housing for at-risk individuals participating in the North Central New Mexico Economic Development District’s (NCNMEDD’s) Workforce Integrated Network (WIN) program through September 30, 2025, or the end of the grant period or the end of the WIN program, whichever comes later.
5. Owner will give Grantor specific answers in writing to questions upon which information is desired from time to time relative to use, operation and condition of the Property. At Grantor’s request, Owner will provide Grantor annually with evidence satisfactory to Grantor of compliance with the restrictions, covenants and representations contained in this LURA.
6. Grantor will have the right to inspect the Property from time to time through the end of the Affordability Period.
7. Except as permitted by the Grant Agreement dated the same date as this LURA and executed in connection with the Grant, Owner will not transfer, assign or dispose of the Property or any interest in Owner without written approval by Grantor.
8. If Grantor becomes aware that Owner has defaulted in the performance of any of its obligations under this LURA, or under any of the other Grant Documents (an “Event of Default”), Grantor will give written notice thereof to Owner, directing Owner to remedy the Event of Default within a reasonable specified period of time (not to exceed thirty (30) days after the date of the notice unless Owner has made a diligent effort to cure the default within such period of time and is continuing such effort to the reasonable satisfaction of Grantor). After the period specified in the notice provided for in the preceding sentence, or if the Event of Default has not been fully remedied by Owner to the satisfaction of Grantor, Grantor may (i) institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such Event of Default; (ii) compel specific performance hereunder; (iii) recover monetary damages, together with the cost and expenses of any proceedings for the collection thereof caused by such Event of Default, including reasonable attorneys’ fees; (iv) take any other action available to remedy the Event of Default; or (v) pursue any combination of these remedies or any other remedies available to Grantor in the Grant Documents. No delay in enforcing the provisions hereof as to any Event of Default will impair, damage or waive the right of any party entitled to enforce the same or to obtain relief against or recover for the continuation or repetition of such Event of Default or any similar Event of Default thereof at any later time or times. No person other than Grantor will be entitled to enforce this LURA. Grantor will deliver to Owner a release of this LURA only after the Affordability Period has passed.
9. This LURA will inure to the benefit of, and will be binding upon, the respective successors and assigns who hold title to the Property.
10. This LURA and its restrictions, covenants and representations will not terminate if, during the Affordability Period, the Property or any improvements located thereon is damaged or destroyed by fire, condemnation or other casualty and the insurance or condemnation proceeds received as a result of such fire, condemnation or other casualty are used for any purpose other than repayment of the Grant. For the duration of the Affordability Period, in the event of an involuntary non-compliance caused by seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, this LURA and its restrictions, covenants and representations will be binding upon any successor in title to Owner as a covenant running with the land.
11. This LURA will not be amended, revised or terminated before the end of the Affordability Period except by an instrument in writing duly executed by Grantor and Owner or their respective successors or assigns and duly recorded.
12. This LURA will be governed by the laws of the state of New Mexico. OWNER AND Grantor WAIVE THEIR RIGHT, TO THE FULLEST EXTENT PERMITTED BY LAW, TO A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS LURA OR ANY OF THE OTHER GRANT DOCUMENTS. All actions or proceedings with respect to the Grant Documents may be instituted in any state court sitting in Bernalillo County, New Mexico or in the county in which the real Property is located, at the discretion of Grantor, provided that any actions or proceedings with respect to the lien of this LURA will be instituted in the county in which the real Property is located. By execution and delivery of this LURA, Owner irrevocably and unconditionally submits to the jurisdiction of such court and irrevocably and unconditionally waives: (i) any objection that Owner may now or hereafter have to the laying of venue in such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. This provision is not intended to, nor will it be construed to, waive any rights of Grantor existing under Section 58-18-23 NMSA 1978, as and if amended.
13. If any provision of this LURA is held by a court of competent jurisdiction to be unenforceable, and if the essential purposes of this LURA are not frustrated by amending or severing the unenforceable provision, then it is the intention of the parties that the provision will be deemed amended to the extent required to render the provision valid and enforceable or, if such amendment is not possible, that the provision in question will be deleted and that the remainder of the LURA remain in force.
14. This LURA may be simultaneously executed in multiple counterparts; all of which will constitute one and the same instrument, and each of which will be deemed to be an original.

[SIGNATURE(S) APPEAR ON THE NEXT PAGE(S)]

Grantor:

NEW MEXICO MORTGAGE FINANCE AUTHORITY

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

Robyn Powell

Its: Director of Policy and Planning

OWNER:

Click here to enter text.

By: Click here to enter text.

a New Mexico Choose an item.

Its: Click here to enter text.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Click here to enter text.

Its: Click here to enter text.

[ACKNOWLEDGMENT(S) APPEAR ON THE NEXT PAGE(S)]

**ACKNOWLEDGMENTS**

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

The foregoing instrument was duly acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by Robyn Powell, as Director of Policy and Planning of the New Mexico Mortgage Finance Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF )

) ss.

COUNTY OF )

The foregoing instrument was duly acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Click here to enter text. of Click here to enter text., a New Mexico Choose an item..

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

That certain real Property located in Choose an item. County, New Mexico and more particularly described as follows: