

515
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 2569 Council District: 5

For Meeting of March 15, 2010

(Adoption Date)

TITLE: AN ORDINANCE APPROVING A MAJOR AMENDMENT TO THE SIERRA NORTE MASTER PLAN AND A REQUEST FOR APPROVAL FOR A CONCEPT PLAN OF A PROPOSED PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS METRO VERDE. PLANNING PARCELS 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, AND PART OF PLANNING PARCELS 29, 37 AND 43 OF THE SIERRA NORTE MASTER PLAN ARE PROPOSED TO BE AMENDED WITH THE CONCEPT PLAN FOR METRO VERDE. AS PART OF THE MAJOR AMENDMENT THERE IS A ZONE CHANGE REQUEST FROM MULTIPLE ZONING DISTRICTS TO PUD (PLANNED UNIT DEVELOPMENT). THE PURPOSE OF THE CONCEPT PLAN IS TO DEVELOP A MIXED-USE DEVELOPMENT THAT WILL ENTAIL RESIDENTIAL, COMMERCIAL, OFFICE, RETAIL, AND MANUFACTURING LAND USES WITH A GOLF COURSE. THE SUBJECT PROPERTY ENCOMPASSES 705.2 +/- ACRES OF LAND AND IS LOCATED IN THE SIERRA NORTE AREA NORTH OF THE FUTURE EXPANSION OF ARROYO ROAD AND SOUTH OF THE CITY LIMITS. SUBMITTED BY DVI ON BEHALF OF SIERRA NORTE LAND HOLDINGS, LLC, PROPERTY OWNER (PUD-09-08).

PURPOSE(S) OF ACTION: The applicant is requesting to amend the Sierra Norte master plan for approval of an expanded concept plan of the Metro Verde Planned Unit Development (PUD) to develop a mixed-use development with a golf course. The major amendment will require a zone change from multiple zoning districts to PUD.

Name of Drafter: Adam Ochoa		Department: Community Development		Phone: 528-3204	
Department	Signature	Phone	Department	Signature	Phone
Community Development		528-3066	Budget		541-2300
			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The Sierra Norte annexation and master plan were approved in March of 2006, which annexed 1964.488 +/- acres into the City of Las Cruces with 57 planning parcels. At that time all planning parcels received various zoning designations. In 2008, City Council approved a PUD for Metro Verde for 187 +/- acres located in the northeastern corner of the Sierra Norte master planned area. The original Metro Verde PUD is a mixed-use development that incorporates residential, commercial, and open space/recreational land uses. In addition, the Planning and Zoning Commission approved a preliminary plat for a single-family residential subdivision known as "The Fountains" located in the south-east portion of the proposed area of the new Metro Verde PUD. The proposed

(Continued on Page 2)

concept plan for the Metro Verde PUD incorporates both the area of the original Metro Verde and The Fountains, including the new golf course. The subject property is located within the Sierra Norte master planned area north of the future expansion of Arroyo Road, south of the future expansion of Dragon Fly Boulevard, and generally west of the future expansion of Sonoma Ranch Boulevard.

The proposed concept plan for the Planned Unit Development (PUD) known as Metro Verde is a major amendment to the Sierra Norte master plan, as well as a rezoning of some of the planning parcels in the original master plan to PUD. Under this proposed major amendment, the original Metro Verde PUD is being expanded by approximately 500 +/- acres and includes a private golf course.

The proposed zone change to PUD will occur to the entirety of 11 and portions of 3 of the original 57 planning parcels that make up Sierra Norte. The zone changes are as follows:

- Planning Parcel 39: Zone change for 20.323 +/- acres from R-2/C-3 (Multi-Dwelling Low Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 40: Zone change for 0.714 +/- acres from R-2/C-3 (Multi-Dwelling Low Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 41: Zone change for 180.103 +/- acres from R-1a/C-3 (Single-Family Medium Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 42: Zone change for 2.884 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 44: Zone change for 3.683 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 45: Zone change for 309.672 +/- acres from R-1a/C-3 (Single-Family Medium Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 46: Zone change for 15.792 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 47: Zone change for 20.030 +/- acres from R-1b (Single-Family High Density) to PUD (Planned Unit Development).
- Planning Parcel 48: Zone change for 49.591 +/- acres from R-1a (Single-Family Medium Density) to PUD (Planned Unit Development).
- Planning Parcel 49: Zone change for 4.103 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 50: Zone change for 5.356 +/- acres from R-4 (Multi-Dwelling High Density & Limited Retail and Office) to PUD (Planned Unit Development).
- Planning Parcel 29: Zone change for part of 299.128 +/- acres from R-1b/OS-R (Single-Family High Density/Open Space-Recreational) to PUD (Planned Unit Development).

(Continued on Page 3)

- Planning Parcel 37: Zone change for part of 33.239+/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 43: Zone change for part of 25.523 +/- acres from OS-R (Open Space-Recreational) to PUD (Planned Unit Development).

The proposed PUD known as Metro Verde encompasses 705.14 +/- acres and is a mixed-use development that provides residential, office, commercial and industrial land uses with a golf course. The PUD also includes a recreation center, an urban center, a village center, a business park, the future City of Las Cruces waste water treatment plant, and open space with a network of bike and pedestrian trails. The Metro Verde PUD is an attempt to mix land uses, take advantage of compact building design, create a range of housing opportunities and choices, create walkable neighborhoods, foster a strong sense of place, preserve open space, and provide a variety of transportation choices.

The proposed PUD will be comprised of nine different land use districts that offer a wide variety of development standards and land uses. The nine districts include the following:

- Sub-Urban (U3) encompassing 179 +/- acres,
- General Urban (U4) encompassing 150 +/- acres,
- Recreation Center (U5a) encompassing 19 +/- acres,
- Urban Center (U5b) encompassing 6 +/- acres,
- Village Center (U5c) encompassing 32 +/- acres,
- Business Park (SUa) encompassing 37 +/- acres,
- Waste Water Treatment Plant (Sub) encompassing 10 +/- acres,
- Golf Course (GC) encompassing 193 +/- acres, and
- Open Space (OS) encompassing 44 +/- acres.

Each land use designation proposes its own setbacks, density, street frontage, building height, parking standards, etc. Each land use designation also proposes allowed land uses that range from open space to manufacturing. The concept plan proposes no minimum lot size requirements for either residential or non-residential uses within the Metro Verde PUD.

The proposed Metro Verde PUD has a phasing plan that outlines the build out of the PUD in 26 possible phases. These phases will have the option to build-out in any order and in conjunction with each other as long as access, secondary access, infrastructure, and fire flow issues are met in accordance with the applicable adopted codes of the City of Las Cruces. The phasing plan is intended to give the developer some flexibility to respond to market needs. Individual phases will also have the option to be combined into larger phases or reduced to smaller phases. Revisions to the phasing plan will be approved administratively. The developer has called out a total number of dwelling units allowed in the PUD ranging from 2,701 to 14,922 units, *but the probable build out of dwelling units will be approximately 5,122 dwelling units.*

The Metro Verde PUD will have direct access from the future expansions of Arroyo Road and Sonoma Ranch Boulevard, respectively. The Metropolitan Planning Organization (MPO) has classified Arroyo Road and Sonoma Ranch Boulevard as Principal Arterial roadways. Dragon

(Continued on Page 4)

Fly Boulevard also provides access to Metro Verde along the northern boundary of the PUD. The Metropolitan Planning Organization (MPO) has classified the portion of Dragon Fly Boulevard east of Sonoma Ranch Boulevard as a Principal Arterial roadway as well.

In November 2009, the MPO Policy Committee changed the classification of Dragon Fly Boulevard west of Sonoma Ranch Boulevard to a Local roadway. In addition, the MPO Policy Committee also amended Settlers Pass to be moved slightly west from its previous location onto the applicant's property and to terminate at Arroyo Road rather than terminate north to Dragon Fly Boulevard due to topographic restraints.

The remainder of the future dedicated roads in the Metro Verde PUD will be classified as Local roadways. Traffic calming measures may be incorporated into the build-out of roadways at the discretion of the developer and City Staff. The PUD will also contain some alleys with 20 feet of right-of-way that will be dedicated to the City after completion. These alleys will be utilized as access for higher density residential areas, solid waste collection, and emergency response. Water and sewer services will be provided by the City of Las Cruces and natural gas services will be provided by Rio Grande Natural Gas Association.

The proposed Metro Verde PUD is supported by several policies found within the Land Use and Urban Design elements in the 1999 Comprehensive Plan. The proposed PUD creates benefits for both the developer and community as a whole. The PUD has several areas of functional open space located in areas throughout the development. The proposed development encourages a balance of land uses as a means of providing convenience and functionality to all that may live and/or work in one area of the development as well as proposes a balance between the physical development and open space that may provide a desirable environment and quality of life for residents located within the development and in the surrounding areas..

However, the 1999 Comprehensive Plan also discourages leap-frog development. The Comprehensive Plan defines leap-frog development as "any development proposed beyond the predominantly urbanized area and lacks readily available infrastructure. Such development bypasses areas of vacant or rural land and requires the extension of new roads, utilities, and other facilities in accordance with City specifications." It is important to note that this proposed development is a major amendment of a previously-approved development, i.e., the original Metro Verde of 187 ± acres, the preliminary plat known as the Fountains, the Sierra Norte Master Plan, as well as the Sierra Norte annexation. In addition, the developer acknowledges that that it is the developer's responsibility to extend all necessary road, utility, and facility infrastructure.

The 1999 Comprehensive Plan also encourages urban residential development on the East Mesa. The proposed development promotes urban residential development. The PUD proposes a mixed-use development that allows land uses which are not traditionally considered compatible to be located next to one another depending upon design features and compatibility with the adjacent area.

(Continued on Page 5)

On January 26, 2010 the Planning and Zoning Commission recommended approval for the major amendment to the master plan by a vote of 4-0-0 (two Commissioners absent). During the meeting some public comment was received on the issue on the ownership of the original Metro Verde PUD area and the ability of the major amendment to go forward. City of Las Cruces Legal and Community Development Staff found no reason why the case could not go forward. An official letter of objection to the Metro Verde PUD has been received by staff. The grounds for the objection is that the interested party believes that the 2001 Zoning Code, as amended, was not followed correctly for this case and the failure to do so will be harmful to the interested party. A copy of the objection letter is attached as "Attachment C."

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
N/A	N/A	N/A

1. Ordinance
2. Exhibit "A" – Metro Verde Major Amendment/Concept Plan
3. Exhibit "B" – Findings and Comprehensive Plan Analysis
4. Attachment "A" – Staff Report to the Planning and Zoning Commission for Case PUD-09-08 & PUD-09-09
5. Attachment "B" – Minutes from the January 26, 2010 Planning and Zoning Commission meeting
6. Attachment "C" – Objection Letter
7. Attachment "D" – Vicinity Map

OPTIONS / ALTERNATIVES:

1. Vote **YES** to approve the Ordinance. This action affirms the Planning and Zoning Commission recommendation for approval. The subject property will be rezoned from multiple zoning designations to PUD (Planned Unit Development) to facilitate a mixed-use development known as Metro Verde.
2. Vote **NO** to deny the Ordinance. This action reverses the recommendation by the Planning and Zoning Commission. The current multiple zoning designations will remain on the subject property. The northern portion of Sierra Norte master plan area will remain unchanged.
3. Modify the Ordinance and vote **YES** to approve the modified Ordinance. The Council may modify the Ordinance by adding conditions as deemed appropriate.
4. Table/Postpone the Ordinance and direct staff accordingly.

COUNCIL BILL NO. 10-040
ORDINANCE NO. 2569

AN ORDINANCE APPROVING A MAJOR AMENDMENT TO THE SIERRA NORTE MASTER PLAN AND A REQUEST FOR APPROVAL FOR A CONCEPT PLAN OF A PROPOSED PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS METRO VERDE. PLANNING PARCELS 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, AND PART OF PLANNING PARCELS 29, 37 AND 43 OF THE SIERRA NORTE MASTER PLAN ARE PROPOSED TO BE AMENDED WITH THE CONCEPT PLAN FOR METRO VERDE. AS PART OF THE MAJOR AMENDMENT THERE IS A ZONE CHANGE REQUEST FROM MULTIPLE ZONING DISTRICTS TO PUD (PLANNED UNIT DEVELOPMENT). THE PURPOSE OF THE CONCEPT PLAN IS TO DEVELOP A MIXED-USE DEVELOPMENT THAT WILL ENTAIL RESIDENTIAL, COMMERCIAL, OFFICE, RETAIL, AND MANUFACTURING LAND USES WITH A GOLF COURSE. THE SUBJECT PROPERTY ENCOMPASSES 705.2 +/- ACRES OF LAND AND IS LOCATED IN THE SIERRA NORTE AREA NORTH OF THE FUTURE EXPANSION OF ARROYO ROAD AND SOUTH OF THE CITY LIMITS. SUBMITTED BY DVI ON BEHALF OF SIERRA NORTE LAND HOLDINGS, LLC, PROPERTY OWNER. (PUD-09-08).

The City Council is informed that:

WHEREAS, DVI on behalf of Sierra Norte Land Holdings, LLC, the property owner, has submitted a request for a major amendment to the Sierra Norte master plan and a request for approval for a concept plan of a Planned Unit Development (PUD) known as Metro Verde; and

WHEREAS, a zone change request is for 705.2 ± acres of property from multiple zoning designations to PUD (Planned Unit Development); and

WHEREAS, the concept plan is to develop a mixed-use development with residential, commercial, office, retail, and manufacturing land uses with a golf course; and

WHEREAS, in 2008 City Council approved a PUD for Metro Verde for 187 +/- acres located in the northeastern corner of the Sierra Norte master planned area; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on January 26, 2010, recommended that said major amendment and concept plan request be approved by a vote of 4-0-0 (three Commissioners absent).

NOW, THEREFORE, Be it ordained by the governing body of the City of Las Cruces:

(I)

THAT the land more particularly described in Exhibit "A," attached hereto and made part of this Ordinance, is hereby zoned PUD (Planned Unit Development).

(II)

THAT the major amendment and concept plan for the land more particularly described in Exhibit "A," attached hereto and made part of this Ordinance, is hereby approved.

(III)

THAT the major amendment to the Sierra Norte master plan and the concept plan for a PUD known as Metro Verde are based on the findings contained in Exhibit "B" (Finding and Comprehensive Plan Analysis), attached hereto and made part of this Ordinance.

(IV)

THAT the zoning of Planned Unit Development (PUD) for said property be shown accordingly on the City Zoning Atlas.

(V)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

APPROVED:

(SEAL)

Mayor

ATTEST:

VOTE:

City Clerk

Mayor Miyagishima: _____

Moved by: _____

Councillor Silva: _____

Seconded by: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

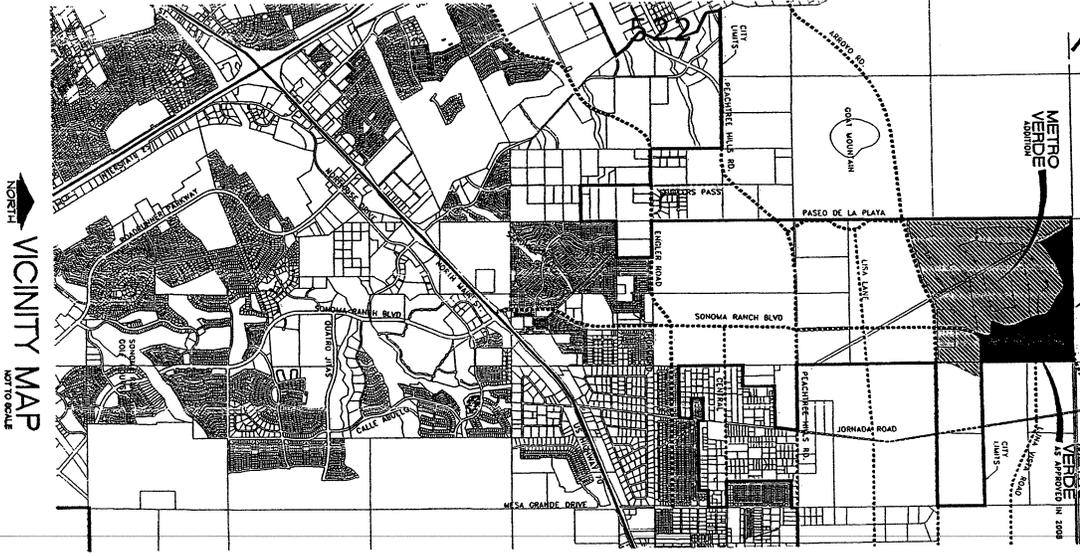
Councillor Thomas: _____

APPROVED AS TO FORM:

Angela Lannely
City Attorney 02/16/10

Exhibit "A"

METRO VERDE A PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT OCTOBER 2009 SIERRA NORTE LAND HOLDINGS, LLC



VICINITY MAP
METRO VERDE

PLANNING OBJECTIVES

The Metro Verde Planned Unit Development (PUD) is a master-planned development that provides for residential, commercial, office, and retail land uses. The residential land uses include apartment, townhome, and single-family detached. The commercial and office uses include a variety of retail, service, and office uses. The PUD is designed to provide a high-quality, walkable, and transit-oriented community. The following objectives are intended to guide the development of the PUD:

1. Land use: Integrate a mix of land uses including residential, retail, office, and employment, recreation, and entertainment.
2. Urban design: Create a high-quality, walkable, and transit-oriented community with a variety of building heights, setbacks, and architectural details.
3. Transportation: Provide a high-quality, walkable, and transit-oriented community with a variety of transportation modes including walking, bicycling, and mass transit.
4. Open space: Provide a high-quality, walkable, and transit-oriented community with a variety of open space amenities including parks, plazas, and greenways.
5. Community: Create a high-quality, walkable, and transit-oriented community with a variety of community amenities including schools, libraries, and community centers.
6. Environmental: Provide a high-quality, walkable, and transit-oriented community with a variety of environmental amenities including trees, landscaping, and water features.
7. Safety: Provide a high-quality, walkable, and transit-oriented community with a variety of safety amenities including sidewalks, crosswalks, and street lighting.

WORK PLAN

The work plan for the Metro Verde PUD is divided into several phases. The first phase is the conceptual design phase, which includes the development of a site plan, a preliminary engineering plan, and a preliminary environmental impact statement. The second phase is the preliminary design phase, which includes the development of a final site plan, a final engineering plan, and a final environmental impact statement. The third phase is the construction phase, which includes the construction of the residential, commercial, and office buildings, as well as the infrastructure and landscaping.

LAND USE

The Metro Verde PUD is designed to provide a mix of land uses. The residential land uses include apartment, townhome, and single-family detached. The commercial and office uses include a variety of retail, service, and office uses. The PUD is designed to provide a high-quality, walkable, and transit-oriented community. The following land uses are intended to guide the development of the PUD:

- RESIDENTIAL:** Apartment, townhome, and single-family detached.
- COMMERCIAL:** Retail, service, and office.
- OFFICE:** Office.
- RETAIL:** Retail.
- SERVICE:** Service.
- OFFICE:** Office.
- RECREATION:** Recreation.
- EMPLOYMENT:** Employment.
- ENTERTAINMENT:** Entertainment.
- RECREATION:** Recreation.
- EMPLOYMENT:** Employment.
- ENTERTAINMENT:** Entertainment.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

GENERAL CONNECTIONS

The Metro Verde PUD is designed to provide a high-quality, walkable, and transit-oriented community. The following general connections are intended to guide the development of the PUD:

1. Pedestrian: Provide a high-quality, walkable, and transit-oriented community with a variety of pedestrian amenities including sidewalks, crosswalks, and street lighting.
2. Bicyclist: Provide a high-quality, walkable, and transit-oriented community with a variety of bicyclist amenities including bike lanes, bike racks, and bike repair stations.
3. Mass Transit: Provide a high-quality, walkable, and transit-oriented community with a variety of mass transit amenities including bus stops, bus shelters, and transit stations.
4. Vehicle: Provide a high-quality, walkable, and transit-oriented community with a variety of vehicle amenities including parking spaces, car-sharing stations, and car-pooling programs.
5. Utility: Provide a high-quality, walkable, and transit-oriented community with a variety of utility amenities including water, sewer, and gas lines.
6. Landscaping: Provide a high-quality, walkable, and transit-oriented community with a variety of landscaping amenities including trees, shrubs, and lawns.
7. Water: Provide a high-quality, walkable, and transit-oriented community with a variety of water amenities including fountains, water features, and water gardens.
8. Air: Provide a high-quality, walkable, and transit-oriented community with a variety of air amenities including shade trees, windbreaks, and air conditioning.
9. Noise: Provide a high-quality, walkable, and transit-oriented community with a variety of noise amenities including sound barriers, sound absorbers, and noise reduction measures.
10. Security: Provide a high-quality, walkable, and transit-oriented community with a variety of security amenities including security cameras, security guards, and security systems.

CONSTRUCTION STANDARDS

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

GENERAL REQUIREMENTS

The Metro Verde PUD is designed to provide a high-quality, walkable, and transit-oriented community. The following general requirements are intended to guide the development of the PUD:

- 1. Land Use:** Integrate a mix of land uses including residential, retail, office, and employment, recreation, and entertainment.
- 2. Urban Design:** Create a high-quality, walkable, and transit-oriented community with a variety of building heights, setbacks, and architectural details.
- 3. Transportation:** Provide a high-quality, walkable, and transit-oriented community with a variety of transportation modes including walking, bicycling, and mass transit.
- 4. Open Space:** Provide a high-quality, walkable, and transit-oriented community with a variety of open space amenities including parks, plazas, and greenways.
- 5. Community:** Create a high-quality, walkable, and transit-oriented community with a variety of community amenities including schools, libraries, and community centers.
- 6. Environmental:** Provide a high-quality, walkable, and transit-oriented community with a variety of environmental amenities including trees, landscaping, and water features.
- 7. Safety:** Provide a high-quality, walkable, and transit-oriented community with a variety of safety amenities including sidewalks, crosswalks, and street lighting.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

1. Pedestrian: Provide a high-quality, walkable, and transit-oriented community with a variety of pedestrian amenities including sidewalks, crosswalks, and street lighting.
2. Bicyclist: Provide a high-quality, walkable, and transit-oriented community with a variety of bicyclist amenities including bike lanes, bike racks, and bike repair stations.
3. Mass Transit: Provide a high-quality, walkable, and transit-oriented community with a variety of mass transit amenities including bus stops, bus shelters, and transit stations.
4. Vehicle: Provide a high-quality, walkable, and transit-oriented community with a variety of vehicle amenities including parking spaces, car-sharing stations, and car-pooling programs.
5. Utility: Provide a high-quality, walkable, and transit-oriented community with a variety of utility amenities including water, sewer, and gas lines.
6. Landscaping: Provide a high-quality, walkable, and transit-oriented community with a variety of landscaping amenities including trees, shrubs, and lawns.
7. Water: Provide a high-quality, walkable, and transit-oriented community with a variety of water amenities including fountains, water features, and water gardens.
8. Air: Provide a high-quality, walkable, and transit-oriented community with a variety of air amenities including shade trees, windbreaks, and air conditioning.
9. Noise: Provide a high-quality, walkable, and transit-oriented community with a variety of noise amenities including sound barriers, sound absorbers, and noise reduction measures.
10. Security: Provide a high-quality, walkable, and transit-oriented community with a variety of security amenities including security cameras, security guards, and security systems.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

- 1. Land Use:** Integrate a mix of land uses including residential, retail, office, and employment, recreation, and entertainment.
- 2. Urban Design:** Create a high-quality, walkable, and transit-oriented community with a variety of building heights, setbacks, and architectural details.
- 3. Transportation:** Provide a high-quality, walkable, and transit-oriented community with a variety of transportation modes including walking, bicycling, and mass transit.
- 4. Open Space:** Provide a high-quality, walkable, and transit-oriented community with a variety of open space amenities including parks, plazas, and greenways.
- 5. Community:** Create a high-quality, walkable, and transit-oriented community with a variety of community amenities including schools, libraries, and community centers.
- 6. Environmental:** Provide a high-quality, walkable, and transit-oriented community with a variety of environmental amenities including trees, landscaping, and water features.
- 7. Safety:** Provide a high-quality, walkable, and transit-oriented community with a variety of safety amenities including sidewalks, crosswalks, and street lighting.

CONSTRUCTION

The construction of the Metro Verde PUD is intended to be completed in several phases. The first phase is the construction of the residential, commercial, and office buildings. The second phase is the construction of the infrastructure and landscaping. The third phase is the construction of the community amenities. The construction of the PUD is intended to be completed by 2015.

PREPARED FOR: SIERRA NORTE LAND HOLDINGS, LLC

DATE: OCTOBER 2009

PROJECT: METRO VERDE PUD AMENDMENT #1

LOCATION: SIERRA NORTE, METRO VERDE

DESIGNER: GUSTAVO VILLALBA, INC.

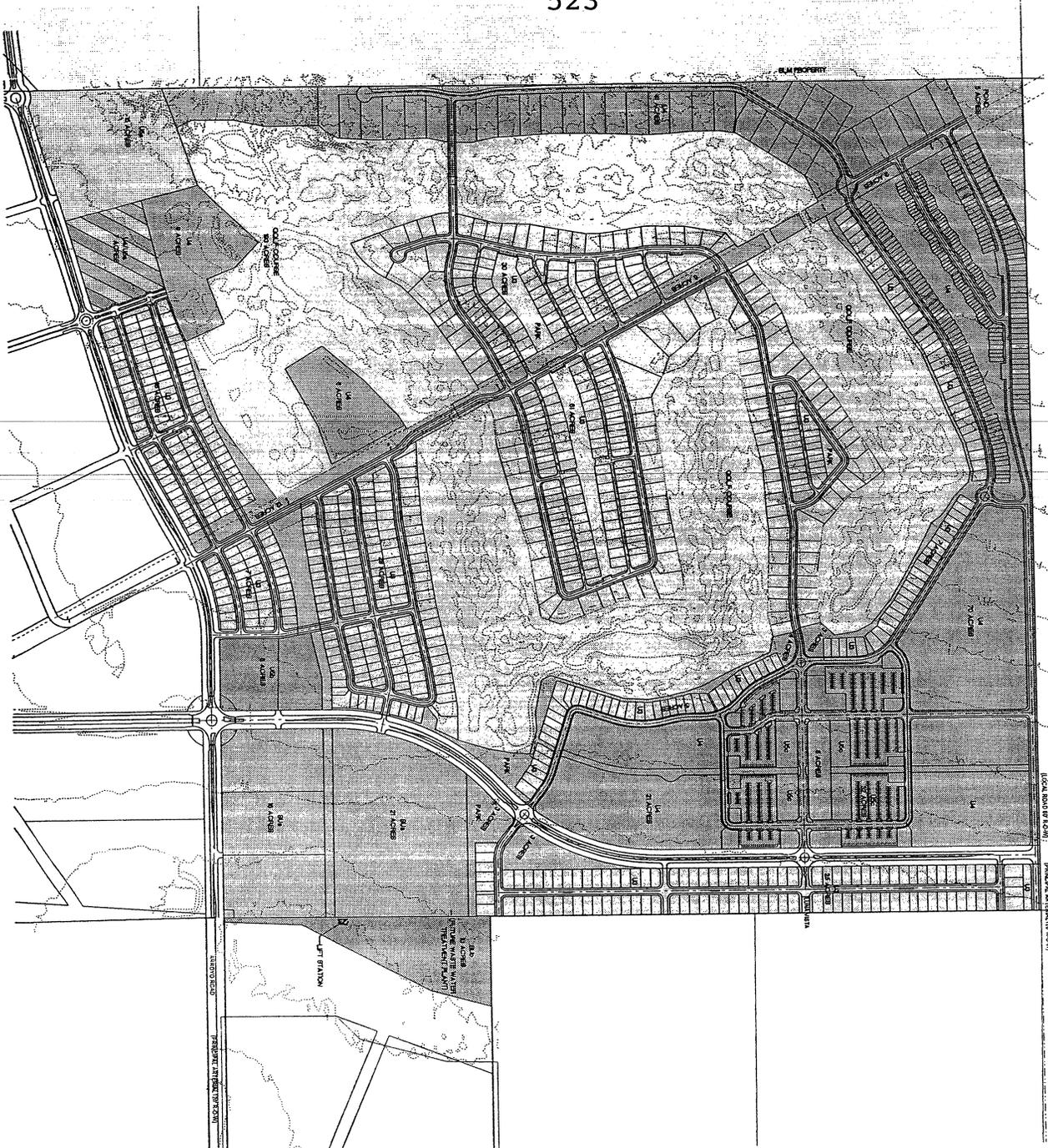
SCALE: AS SHOWN

SHEET: 03/0308

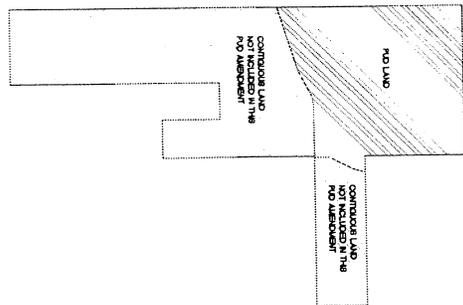
THE PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT #1 HAS BEEN APPROVED BY THE ZONING COMMISSION OF THE CITY OF LAS CRUCES, NEW MEXICO. THE CITY OF LAS CRUCES HAS SET THE MINIMUM HEIGHT OF THE SIGN AND THE MINIMUM SPACING OF THE SIGN FROM THE ADJACENT PROPERTY. THE CITY OF LAS CRUCES HAS SET THE MINIMUM SPACING OF THE SIGN FROM THE ADJACENT PROPERTY.

CONSTRUCTION STANDARDS:

- 1. Sign height shall be 12 feet.
- 2. Sign width shall be 12 feet.
- 3. Sign depth shall be 12 feet.
- 4. Sign color shall be white.
- 5. Sign background shall be black.
- 6. Sign lettering shall be white.
- 7. Sign lettering shall be 1/2 inch high.
- 8. Sign lettering shall be 1/2 inch wide.
- 9. Sign lettering shall be 1/2 inch thick.
- 10. Sign lettering shall be 1/2 inch deep.
- 11. Sign lettering shall be 1/2 inch long.
- 12. Sign lettering shall be 1/2 inch wide.
- 13. Sign lettering shall be 1/2 inch high.
- 14. Sign lettering shall be 1/2 inch wide.
- 15. Sign lettering shall be 1/2 inch thick.
- 16. Sign lettering shall be 1/2 inch deep.
- 17. Sign lettering shall be 1/2 inch long.
- 18. Sign lettering shall be 1/2 inch wide.
- 19. Sign lettering shall be 1/2 inch high.
- 20. Sign lettering shall be 1/2 inch wide.
- 21. Sign lettering shall be 1/2 inch thick.
- 22. Sign lettering shall be 1/2 inch deep.
- 23. Sign lettering shall be 1/2 inch long.
- 24. Sign lettering shall be 1/2 inch wide.
- 25. Sign lettering shall be 1/2 inch high.
- 26. Sign lettering shall be 1/2 inch wide.
- 27. Sign lettering shall be 1/2 inch thick.
- 28. Sign lettering shall be 1/2 inch deep.
- 29. Sign lettering shall be 1/2 inch long.
- 30. Sign lettering shall be 1/2 inch wide.
- 31. Sign lettering shall be 1/2 inch high.
- 32. Sign lettering shall be 1/2 inch wide.
- 33. Sign lettering shall be 1/2 inch thick.
- 34. Sign lettering shall be 1/2 inch deep.
- 35. Sign lettering shall be 1/2 inch long.
- 36. Sign lettering shall be 1/2 inch wide.
- 37. Sign lettering shall be 1/2 inch high.
- 38. Sign lettering shall be 1/2 inch wide.
- 39. Sign lettering shall be 1/2 inch thick.
- 40. Sign lettering shall be 1/2 inch deep.
- 41. Sign lettering shall be 1/2 inch long.
- 42. Sign lettering shall be 1/2 inch wide.
- 43. Sign lettering shall be 1/2 inch high.
- 44. Sign lettering shall be 1/2 inch wide.
- 45. Sign lettering shall be 1/2 inch thick.
- 46. Sign lettering shall be 1/2 inch deep.
- 47. Sign lettering shall be 1/2 inch long.
- 48. Sign lettering shall be 1/2 inch wide.
- 49. Sign lettering shall be 1/2 inch high.
- 50. Sign lettering shall be 1/2 inch wide.
- 51. Sign lettering shall be 1/2 inch thick.
- 52. Sign lettering shall be 1/2 inch deep.
- 53. Sign lettering shall be 1/2 inch long.
- 54. Sign lettering shall be 1/2 inch wide.
- 55. Sign lettering shall be 1/2 inch high.
- 56. Sign lettering shall be 1/2 inch wide.
- 57. Sign lettering shall be 1/2 inch thick.
- 58. Sign lettering shall be 1/2 inch deep.
- 59. Sign lettering shall be 1/2 inch long.
- 60. Sign lettering shall be 1/2 inch wide.
- 61. Sign lettering shall be 1/2 inch high.
- 62. Sign lettering shall be 1/2 inch wide.
- 63. Sign lettering shall be 1/2 inch thick.
- 64. Sign lettering shall be 1/2 inch deep.
- 65. Sign lettering shall be 1/2 inch long.
- 66. Sign lettering shall be 1/2 inch wide.
- 67. Sign lettering shall be 1/2 inch high.
- 68. Sign lettering shall be 1/2 inch wide.
- 69. Sign lettering shall be 1/2 inch thick.
- 70. Sign lettering shall be 1/2 inch deep.
- 71. Sign lettering shall be 1/2 inch long.
- 72. Sign lettering shall be 1/2 inch wide.
- 73. Sign lettering shall be 1/2 inch high.
- 74. Sign lettering shall be 1/2 inch wide.
- 75. Sign lettering shall be 1/2 inch thick.
- 76. Sign lettering shall be 1/2 inch deep.
- 77. Sign lettering shall be 1/2 inch long.
- 78. Sign lettering shall be 1/2 inch wide.
- 79. Sign lettering shall be 1/2 inch high.
- 80. Sign lettering shall be 1/2 inch wide.
- 81. Sign lettering shall be 1/2 inch thick.
- 82. Sign lettering shall be 1/2 inch deep.
- 83. Sign lettering shall be 1/2 inch long.
- 84. Sign lettering shall be 1/2 inch wide.
- 85. Sign lettering shall be 1/2 inch high.
- 86. Sign lettering shall be 1/2 inch wide.
- 87. Sign lettering shall be 1/2 inch thick.
- 88. Sign lettering shall be 1/2 inch deep.
- 89. Sign lettering shall be 1/2 inch long.
- 90. Sign lettering shall be 1/2 inch wide.
- 91. Sign lettering shall be 1/2 inch high.
- 92. Sign lettering shall be 1/2 inch wide.
- 93. Sign lettering shall be 1/2 inch thick.
- 94. Sign lettering shall be 1/2 inch deep.
- 95. Sign lettering shall be 1/2 inch long.
- 96. Sign lettering shall be 1/2 inch wide.
- 97. Sign lettering shall be 1/2 inch high.
- 98. Sign lettering shall be 1/2 inch wide.
- 99. Sign lettering shall be 1/2 inch thick.
- 100. Sign lettering shall be 1/2 inch deep.



PREPARED FOR BRIGHT VIEW LAND CO. LAS CRUCES, NEW MEXICO
 DATE: 07/20/09
 SHEET: 1 OF 2



COLOR	LAND USE	ACREAGE
[White]	U3 SUB-URBAN	179 ACRES
[Light Gray]	U4 DISTRICT URBAN	159 ACRES
[Medium Gray]	U5 RECREATION CENTER	19 ACRES
[Dark Gray]	U6 URBAN CENTER	6 ACRES
[Very Dark Gray]	U7 VILLAGE CENTER	31 ACRES
[Black]	S10 BUSINESS PARK	37 ACRES
[Black]	S10 WARE	10 ACRES
[Black]	OC	193 ACRES
[Black]	OPEN SPACE	44 ACRES

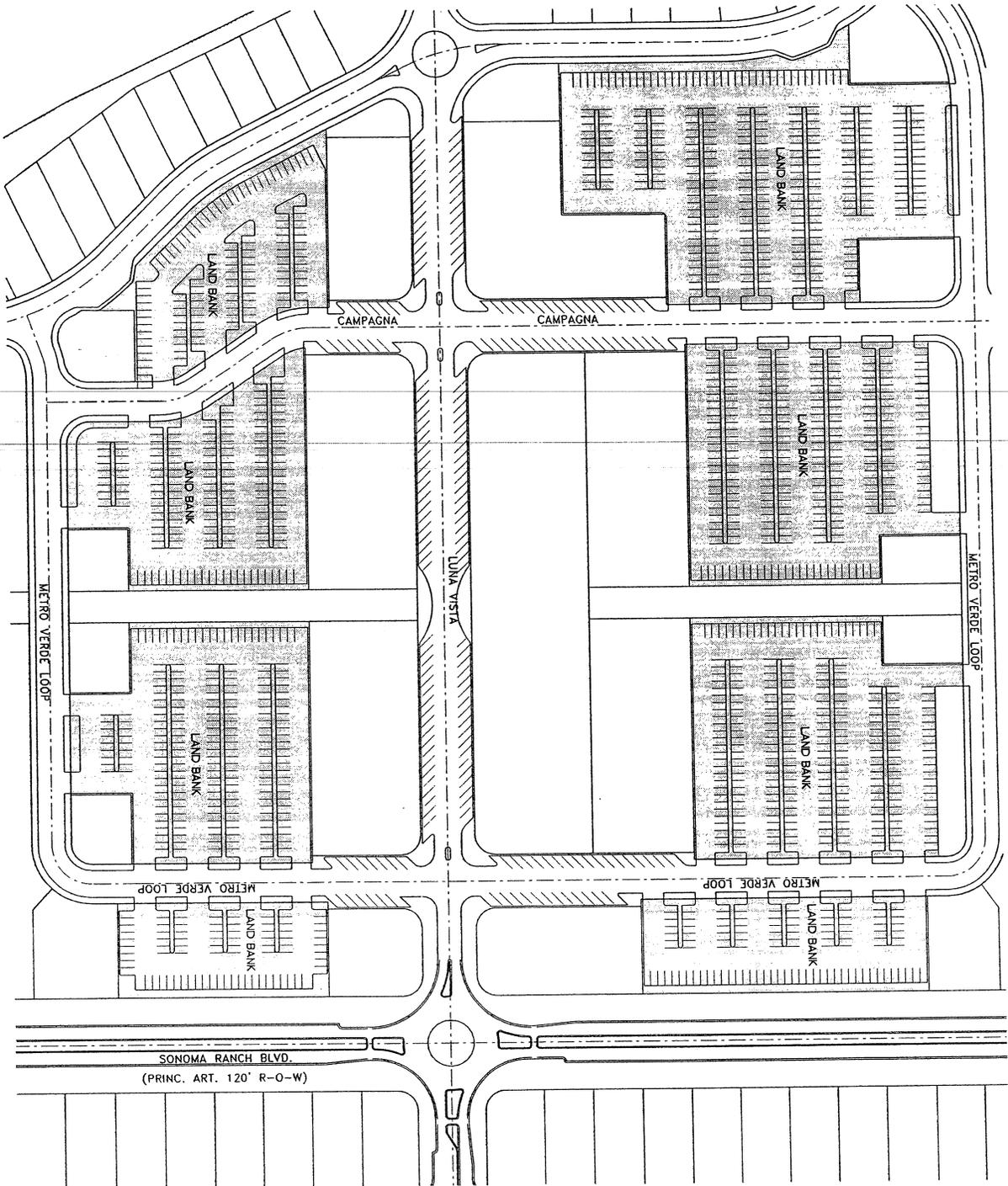
ALL FIGURES ARE APPROXIMATE AND MAY BE ADJUSTED WITH FINAL DESIGN.
 SEE SHEET C2 FOR LAND USE INFORMATION.

CONCEPT PLAN (W/ LAND USE DESIGNATIONS)



PUD AMENDMENT #1
METRO VERDE
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO
 DATE: 07/20/09
 SHEET: 1 OF 2

DIXSON ARCHITECTURAL & ENGINEERING, INC.
 1000 N. GARDEN AVENUE, SUITE 100
 LAS CRUCES, NM 87901
 TEL: 505.253.2100
 FAX: 505.253.2105
 WWW.DIXSONARCHITECT.COM



PARKING LOT LAND BANK PLAN
SCALE 1" = 60'

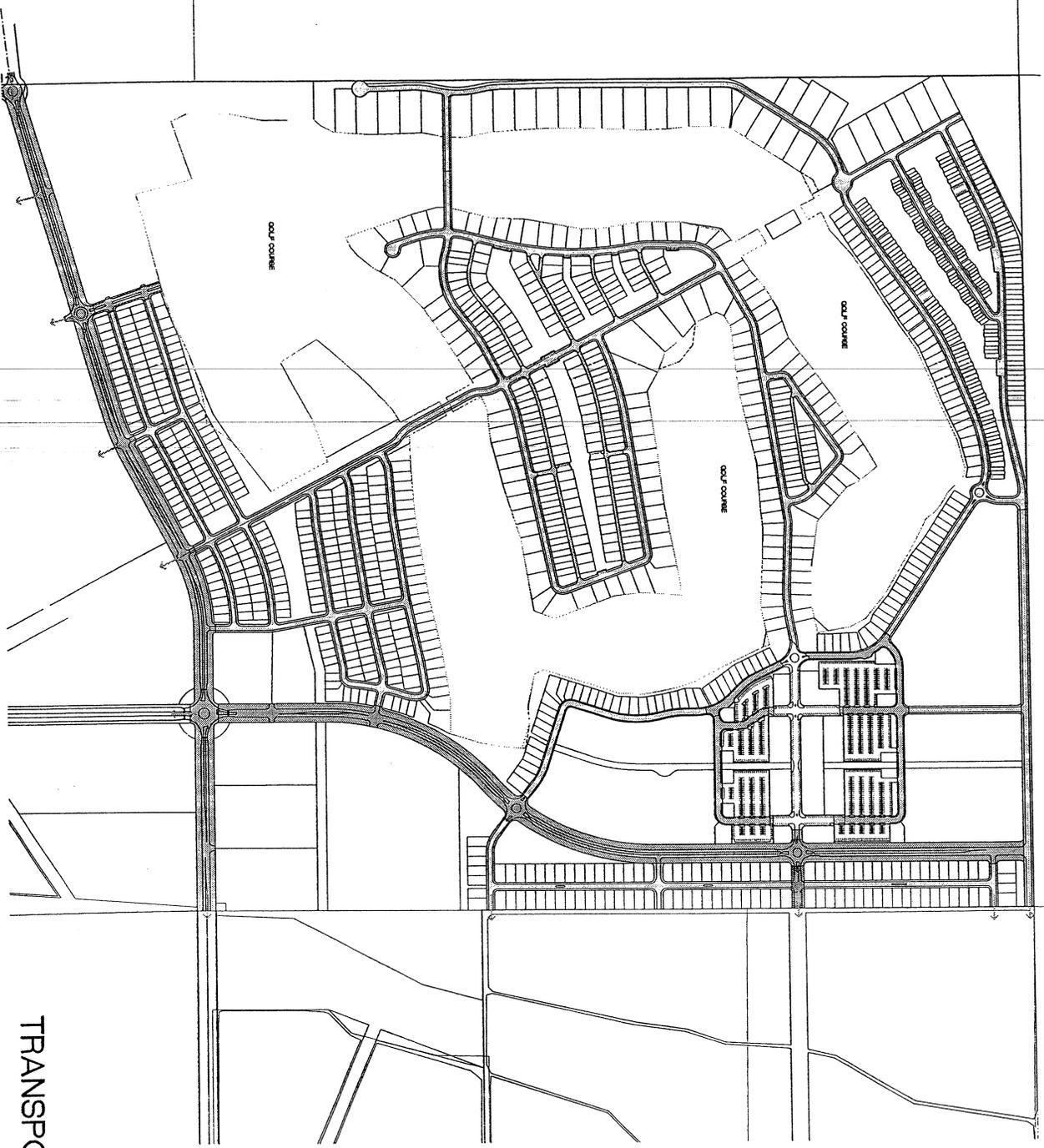
- PARKING LOT LAND BANK NOTES**
1. The parking lot in the Metro Verde Village Center area shall be reserved in accordance with the provisions of the City of Las Cruces, New Mexico, Ordinance 2005-001, as amended.
 2. The reserved land may not be used for open space (unless stated otherwise) or for any other use that is not consistent with the provisions of the City of Las Cruces, New Mexico, Ordinance 2005-001, as amended.
 3. Reserve areas may be reserved for future development of the site.
 4. Parking, and operation of land bank areas in general, shall not be a public use.
 5. Reserve areas, and any improvements constructed thereon, shall be privately owned and operated.
 6. Designated on the final plan.
- For additional information about Metro Verde Village Center, please refer to the Environmental Protection Agency's 2005, *Building Success/Community Thrives*.
Ludlow, the Barbara, Hirsch, David, Sarah, Sandra.

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	ISSUED
07/20/09	REVISIONAL #
07/20/09	REVISIONAL #
07/20/09	REVISIONAL #

GENSLER
ARCHITECTS, INC.
1000 UNIVERSITY AVENUE, SUITE 1000
SAN ANTONIO, TEXAS 78205
TEL: 214.520.2000
WWW.GENSLER.COM

C7
DRAWING



TRANSPORTATION PLAN
SCALE: 1" = 300'-0"

STREET CROSS-SECTION LEGEND				
COLOR	CLASSIFICATION	ROW	CROSS-SECTION #	
[White Box]	LOCAL (28'-34" BC-80)	50'	①	
[Light Gray Box]	LOCAL (34" BC-80)	50'	②	
[Medium Gray Box]	COLLECTOR (52" BC-80)	85'	③	
[Dark Gray Box]	PRINCIPAL ARTERIAL (50" BC-80)	120'	④	
[Hatched Box]	PRINCIPAL ARTERIAL (50" BC-80)	120'	⑤	
[Hatched Box]	ALLET (28" BC-80)	20'	⑥	
[Hatched Box]	LOCAL (48" BC-80)	67'	⑦	
[Hatched Box]	LOCAL (64" BC-80)	68'	⑧	
[Hatched Box]	LOCAL (47" BC-80)	59'	⑨	
[Hatched Box]	LOCAL (30" BC-80)	68'	⑩	
[Hatched Box]	LOCAL (28" BC-80)	80'	⑪	

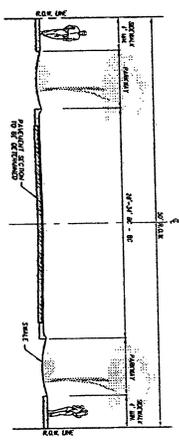
NOTES: 1. ALL CROSS-SECTION NUMBERS REFERENCE THE CORRESPONDING TYPICAL STREET SECTIONS SHEET.
2. FOR POSTSTRAN PAINTS, SEE THE PARK AND TRAIL PLAN.

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
EIGHT VILLAS FOR
NEW MEXICO

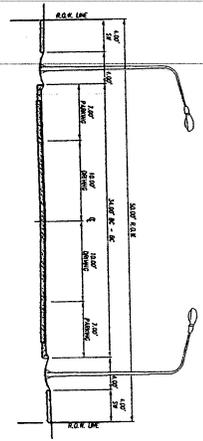
DATE: 07/20/05
DRAWN BY: SUBMITTAL 2
CHECKED BY: SUBMITTAL 2

GV
GANNON VENTURES, L.P.
1815 UNIVERSITY AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.8221
WWW.GANNONVENTURES.COM

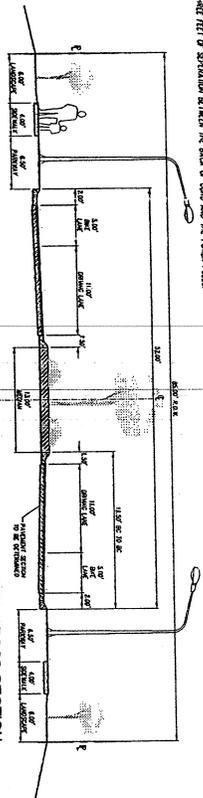
C8
CITY OF DENVER
DEPARTMENT OF TRANSPORTATION



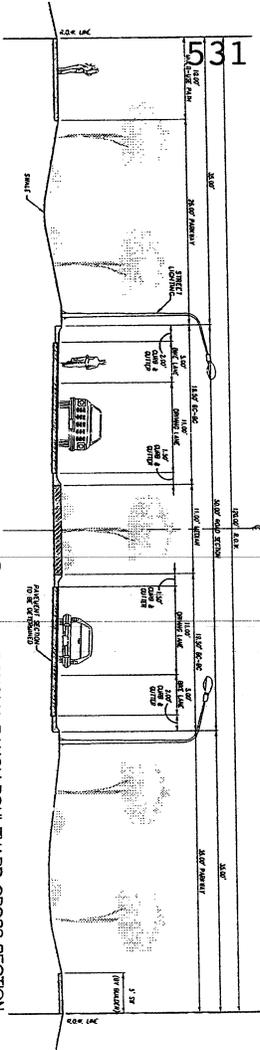
① TYPICAL 28'-34' LOCAL STREET SECTION
SCALE: N15
NOTE: FINISHES OF THIS ROAD WITHIN THE TYPICAL CROSS SECTION SHALL BE IDENTICAL TO THE FINISHES OF THE SIDEWALKS.



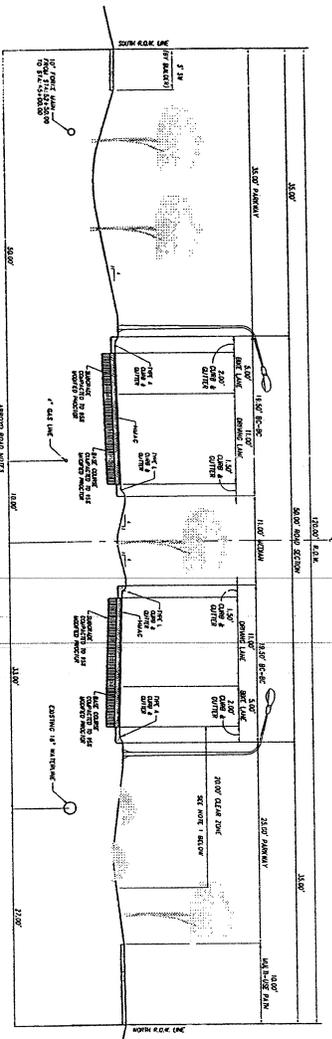
② TYPICAL 34' LOCAL STREET SECTION
SCALE: N15



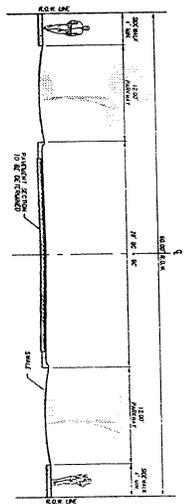
③ TYPICAL LUNA VISTA CROSS SECTION
EAST OF SONOMA RANCH BLVD
SCALE: N15



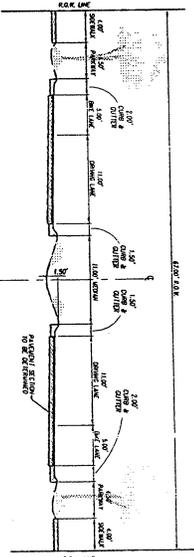
④ TYPICAL SONOMA RANCH BOULEVARD CROSS SECTION
NORTH OF ARROYO ROAD
SCALE: N15



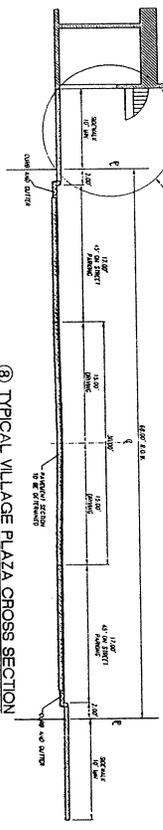
⑤ TYPICAL ARROYO ROAD CROSS SECTION
SCALE: N15



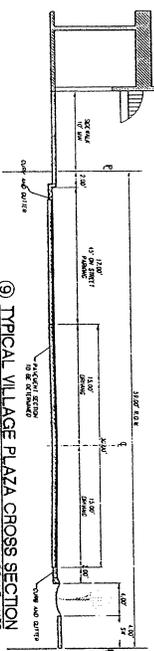
⑥ DRAGONFLY BLVD STREET SECTION
SCALE: N15



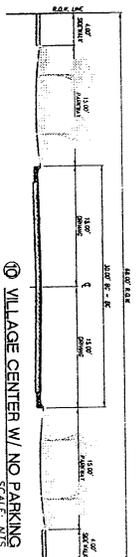
⑦ SIERRA DE LUNA
SCALE: N15



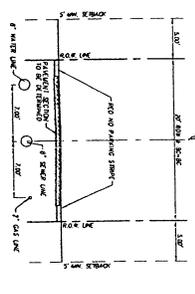
⑧ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: N15



⑨ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: N15



⑩ VILLAGE CENTER W/ NO PARKING
SCALE: N15



⑪ TYPICAL DEDICATED ALLEY SECTION
SCALE: N15
NOTE: CURB TYPE MAY CHANGE FOR BRANDS.

STREET WIDTH GUIDELINES

R.O.W. WIDTH	PAVEMENT WIDTH/ON-STREET PARKING	NOT ALLOWED
20'	2'-6" - 2'-7"	BOTH SIDES
30'	2'-6" - 2'-7"	BOTH SIDES
30' MIN.	2'-6" - 2'-7"	BOTH SIDES

- STREET GUIDELINE NOTES**
1. THE TYPICAL LOCAL STREET WIDTH FOR METRO VERDE SHALL BE 28'-34' BC-BC WITH PARKING ALLOWED ON BOTH SIDES. WIDTH WILL BE DETERMINED AT FINAL DESIGN.
 2. STREETS SHOULD BE CONNECTED AS MUCH AS POSSIBLE TO ENCOMPASS RESPONSIVE TO ACCESS FEATURES, BIWAYS, AND ADDRESS ORAMANCE NEEDS.
 3. THE ALLEY DESIGN CAN BE CHANGED TO ADDRESS ORAMANCE NEEDS.

TYPICAL STREET SECTIONS

PREPARED FOR
METRO VERDE
NEW MEXICO

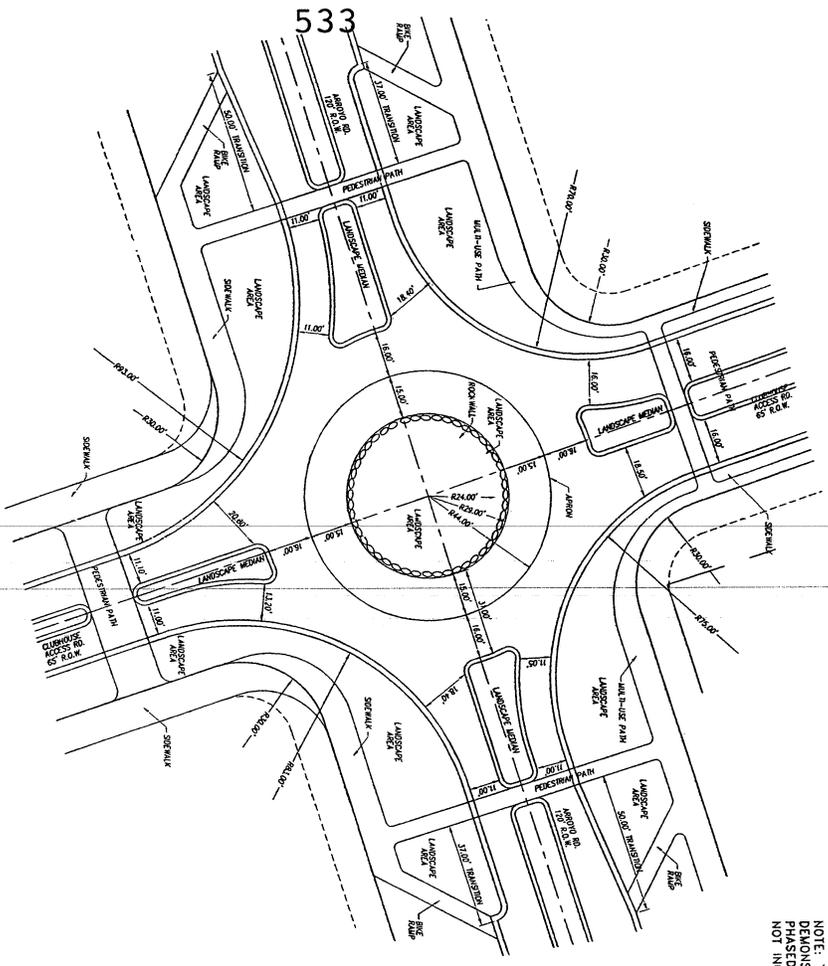
DATE: PHASE
VERSION: SUBMITTAL 1
VERSION: SUBMITTAL 2
VERSION: SUBMITTAL 3

CONTRIBUTOR: R1

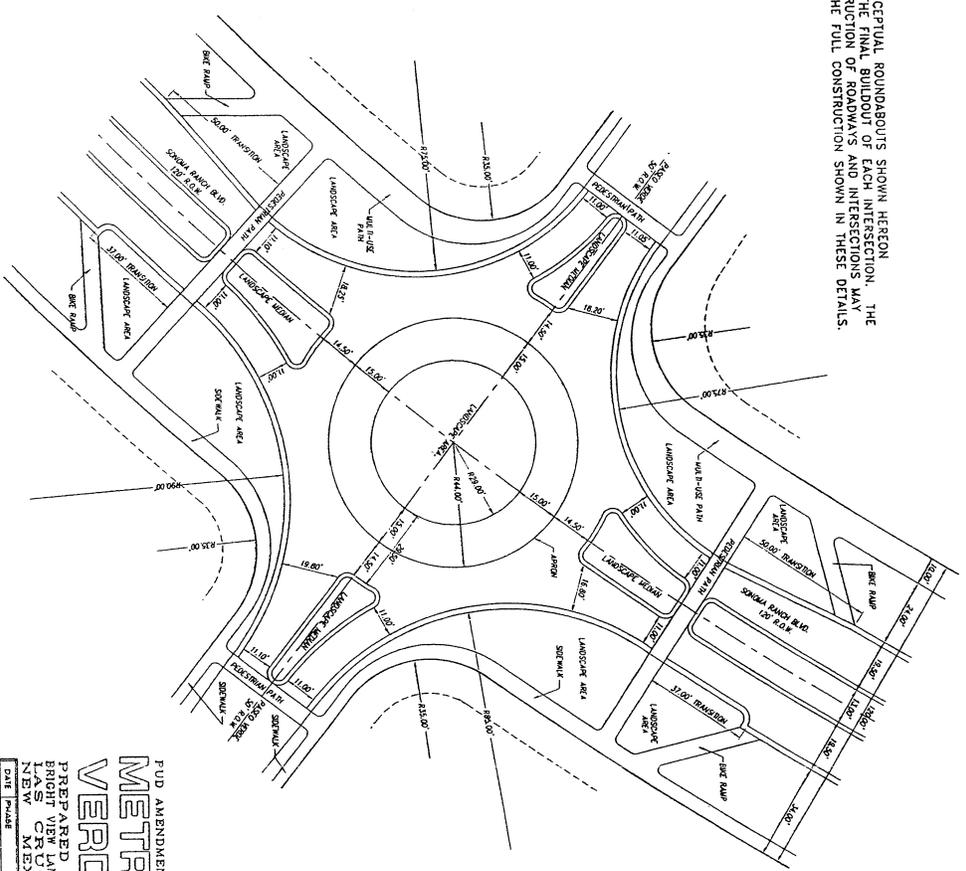
PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
CONTRIBUTOR: R1

CONTRIBUTOR: R1

NOTE: THE CONCEPTUAL ROUNDABOUTS SHOWN HEREON DEMONSTRATE THE FINAL ROUNDABOUT OF EACH INTERSECTION. THE PHASED CONSTRUCTION OF ROUNDABOUTS AND INTERSECTIONS MAY NOT INCLUDE THE FULL CONSTRUCTION SHOWN IN THESE DETAILS.



ARROYO RD.
AND CLUB HOUSE RD.
ROUNDABOUT DETAIL
SCALE 1"=20'



SONOMA RANCH BLVD.
AND PASEO VERDE
ROUNDABOUT DETAIL
SCALE 1"=20'

FUD AMENDMENT #1
METRO
VERDE

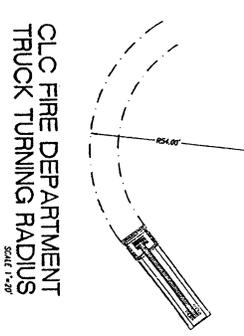
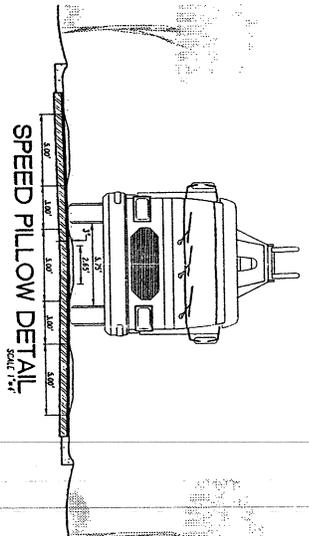
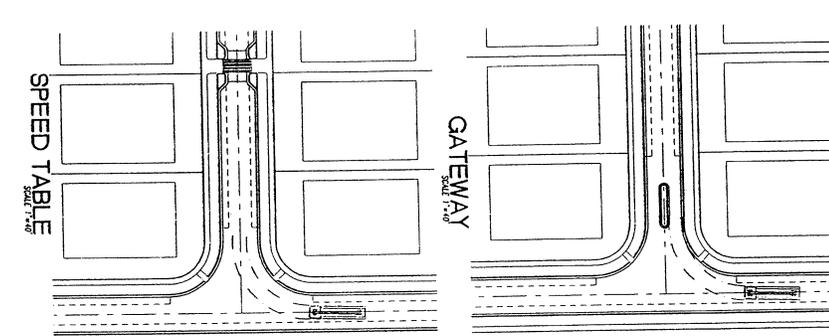
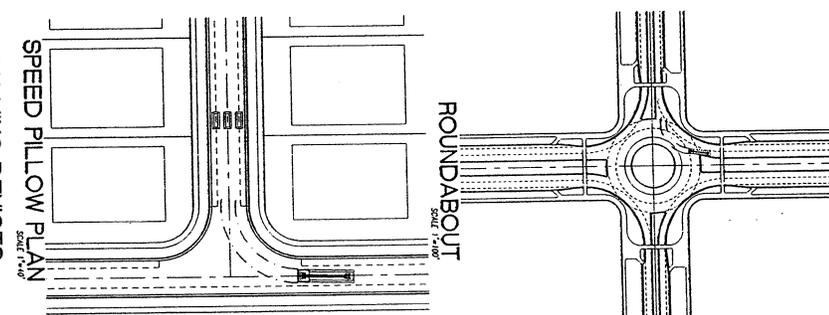
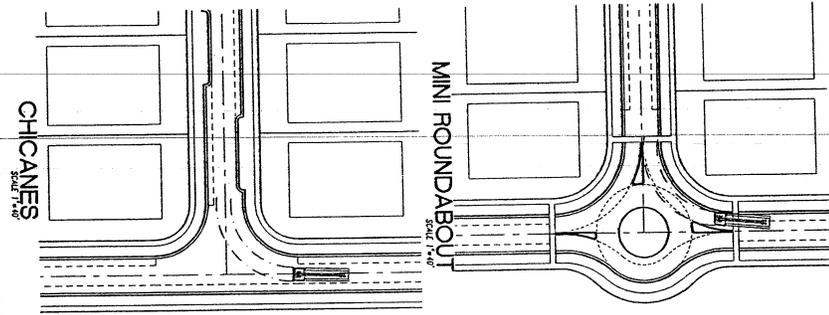
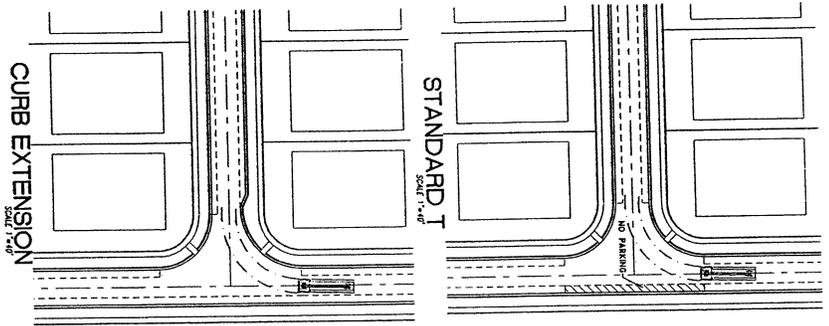
PREPARED FOR
BRIGHT VIEW LAND CO.
NEW CANYON, MEXICO

DATE	PROJECT
02/28/09	REVISIONAL # 1
07/24/09	REVISIONAL # 2
07/28/09	REVISIONAL # 3

GENIUS VALUERS, Inc.
1440 WASHINGTON STREET
SUITE 200
SAN FRANCISCO, CA 94101
TEL: 415.774.8800
WWW.GENIUSVALUERS.COM

RV

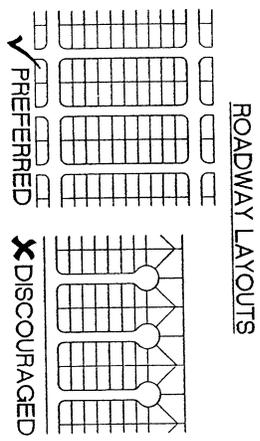
R3
DIS250021



PREFERRED TRAFFIC-CALMING DEVICES

NOTES

1. THE OPTIONAL TRAFFIC-CALMING MEASURES FOR THIS PROJECT, STOP SIGNS AND SPEED HOURS SHOULD NOT BE USED UNLESS THEY ARE SPECIFICALLY CALLED OUT IN THE GUIDELINES ON TRAFFIC CALMING REFER TO EMERGENCY RESPONSE BY DAN BURDEN.
2. TRAFFIC CALMING IS NOT A REQUIREMENT OF THE PUD. HOWEVER, TRAFFIC-CALMING MEASURES MAY BE INCORPORATED INTO THE PUD AS A CONDITION OF THE DEVELOPER AND WITH APPROVAL FROM THE CITY OF LAS CRUCES STAFF.



LOCAL STREET DESIGN CONCEPTS



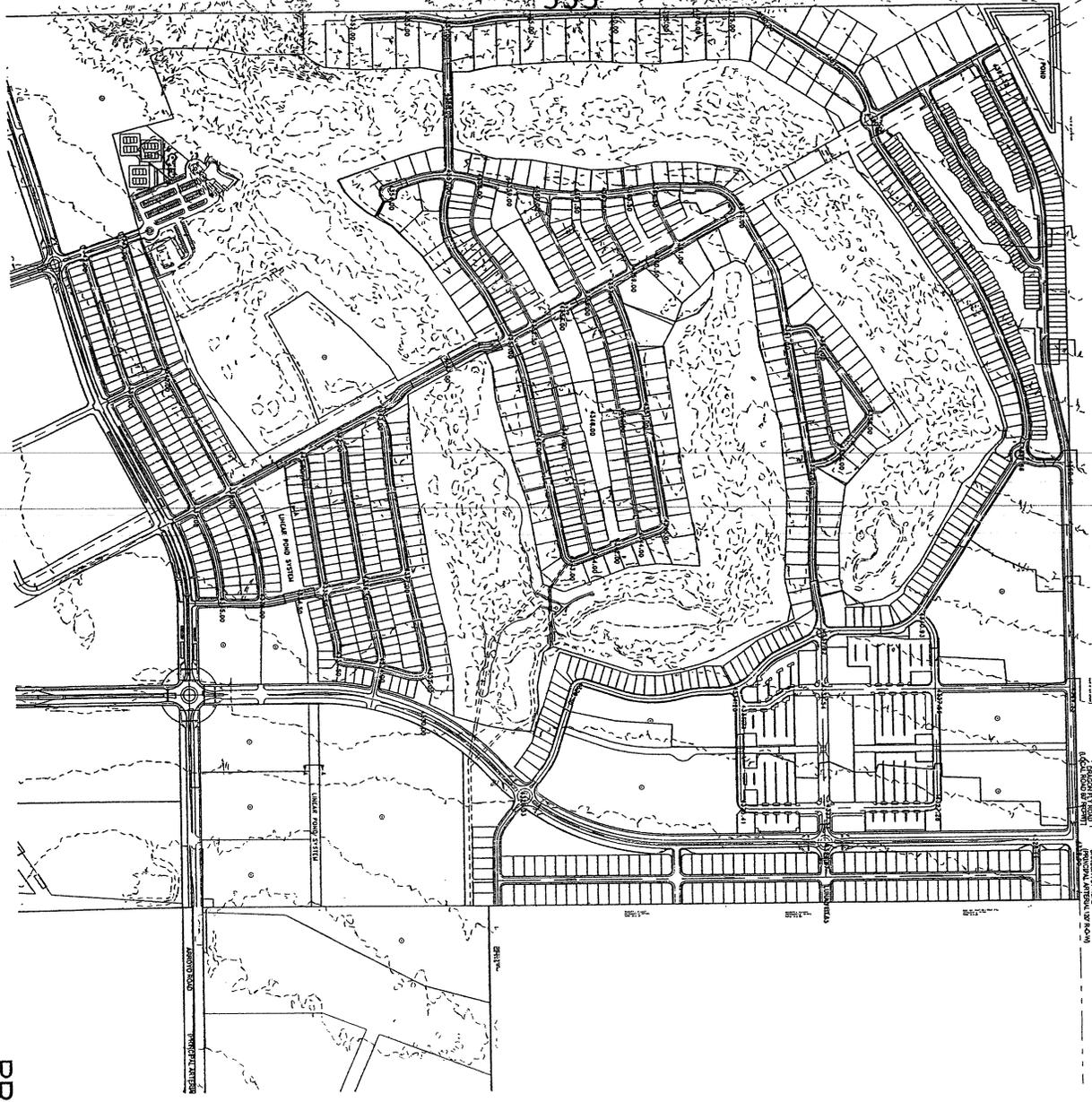
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE PHASE
07/26/09 SUBMITTAL #1
07/26/09 SUBMITTAL #2
07/26/09 SUBMITTAL #3

PUD AMENDMENT #1
METRO
VERDE



V&V CONSULTANTS, INC.
1000 N. GARDEN AVENUE, SUITE 100
LAS CRUCES, NM 88011
TEL: 505.325.1100
FAX: 505.325.1105
WWW.VANDERVOORT.COM



SECTION A-A
SECTION B-B
SECTION C-C
SECTION D-D
SECTION E-E
SECTION F-F
SECTION G-G
SECTION H-H
SECTION I-I
SECTION J-J
SECTION K-K
SECTION L-L
SECTION M-M
SECTION N-N
SECTION O-O
SECTION P-P
SECTION Q-Q
SECTION R-R
SECTION S-S
SECTION T-T
SECTION U-U
SECTION V-V
SECTION W-W
SECTION X-X
SECTION Y-Y
SECTION Z-Z

LOW-IMPACT DEVELOPMENT CONCEPTS
 REDUCE IMPERVIOUS AREA AND POST-DEVELOPMENT CURVE NUMBER

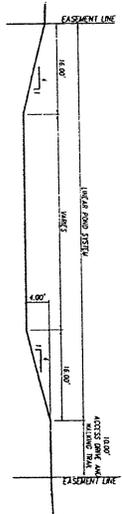
1. Reduce impervious area
2. Provide street trees
3. Encourage shared driveways
4. Encourage shared driveways
5. Weed barrier prohibited

BRANCHED APPROACH

1. Depth 100-year runoff from Good Mountain (Approx. 15.2 acre-feet)
2. A regional pond system will be constructed to detain increases in runoff.
3. All building/rooftop development shall harvest rain water of a rate of 1/4 cubic foot per square foot of roof/development. This requirement, which harvesting shall be at least 3" deep and at least 5' from any structure and 2' from property lines, whichever is greater.
4. Stormwater harvesting system shall be installed to harvest runoff.
5. The ponding and water harvesting system will reduce drainage-crossing needs at roadways, including streets.
6. Encourage increased landscaping in large parking lots.
7. Final drainage reports must show how all elements of system tie together.
8. Encourage increased landscaping in large parking lots.
9. Final drainage reports must show how all elements of system tie together.
10. Erosion control will be provided where velocities exceed 10 1/4.

BUILDING DESIGN STANDARDS

1. Encourage building designs that reduce impervious area
2. Encourage increased landscaping in large parking lots
3. Encourage increased landscaping in large parking lots
4. Encourage increased landscaping in large parking lots
5. Encourage water harvesting on all roof area



LINEAR POND CROSS-SECTION A-A
SCALE: 1/4"

PRELIMINARY GRADING PLAN
SCALE: 1/400'



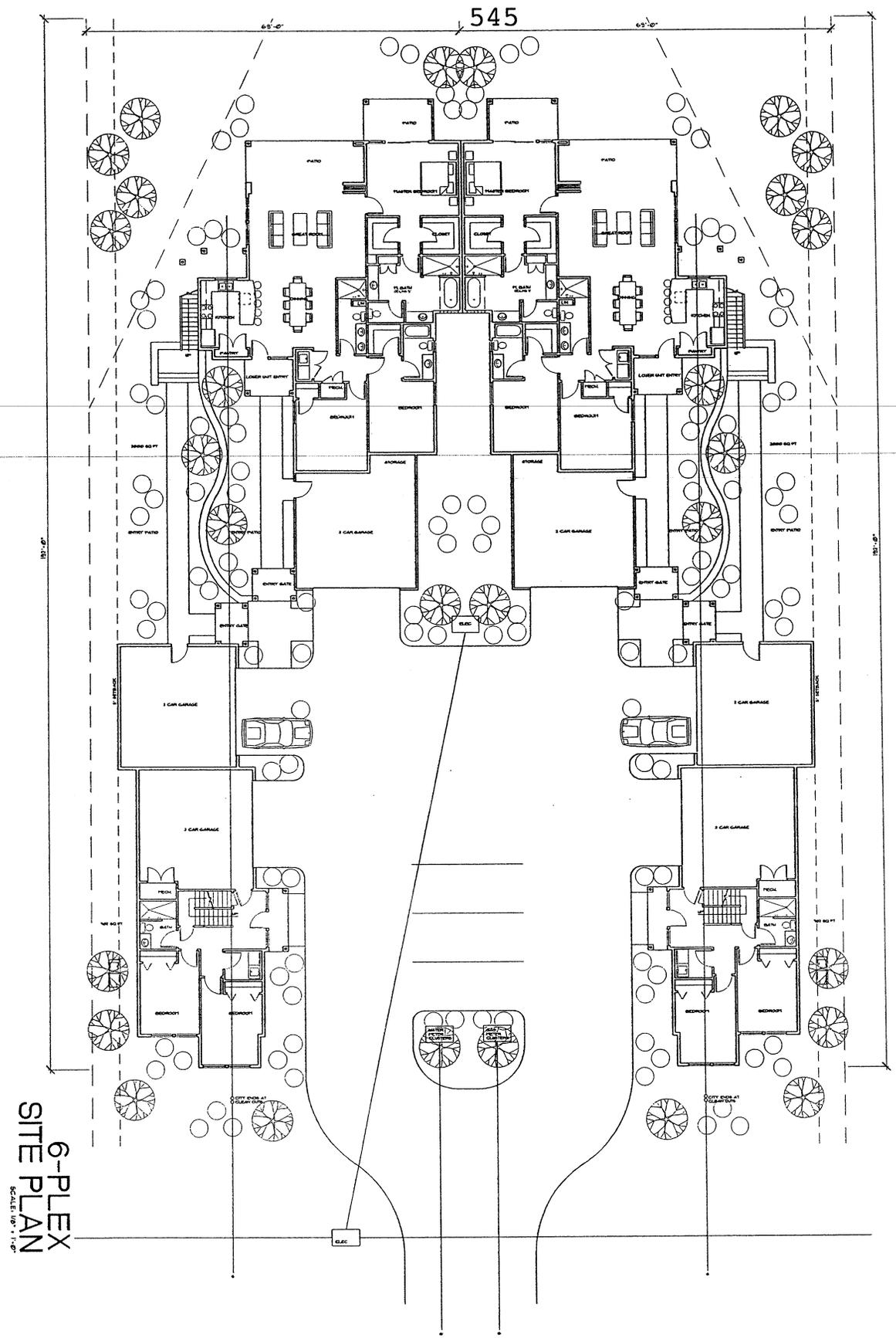
PUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
 BRIGHT WIND LAND CO.
 LAS CRUCES
 NEW MEXICO

DATE	PHASE
07/20/09	SUBMITTAL 1
08/10/09	SUBMITTAL 2
09/01/09	SUBMITTAL 3

G1
 DESIGN

G1
 DESIGN



6-PLEX
SITE PLAN
SCALE: 1/8" = 1'-0"

SHEET
S4
DWG

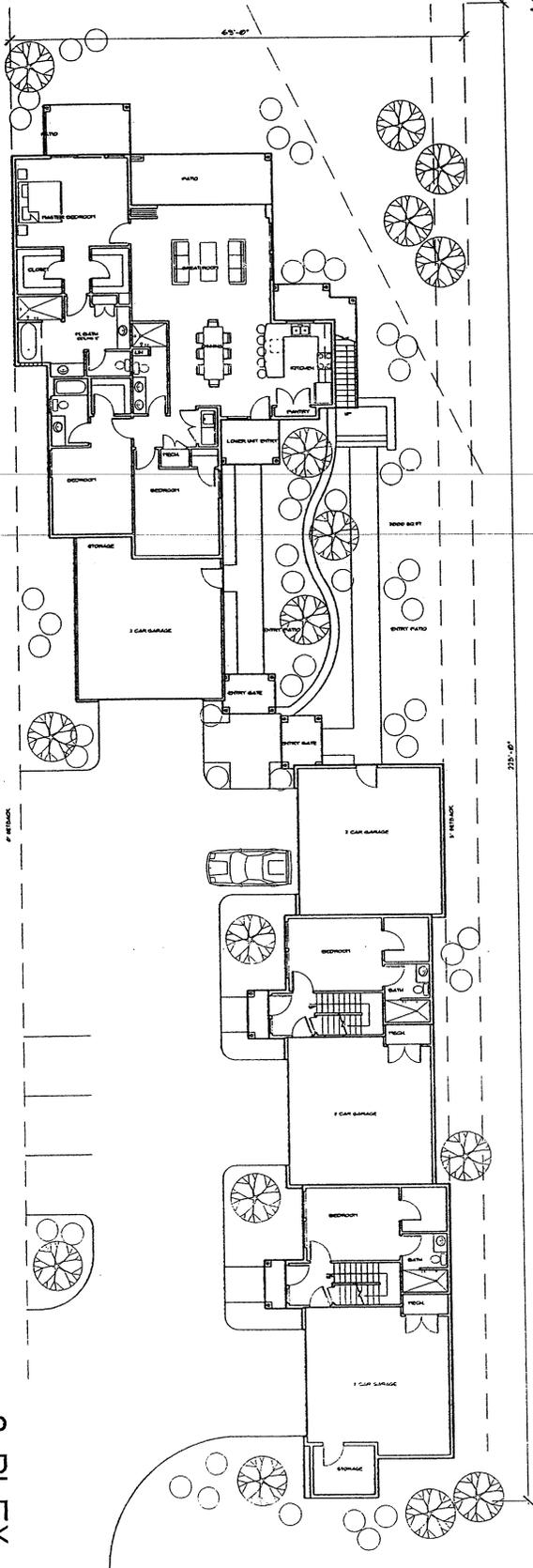
DESIGN PARTNERS, INC.
ARCHITECTS
1000 UNIVERSITY AVENUE, SUITE 100
ANN ARBOR, MI 48106
TEL: 734.769.1234
WWW.DESIGNPARTNERS.COM



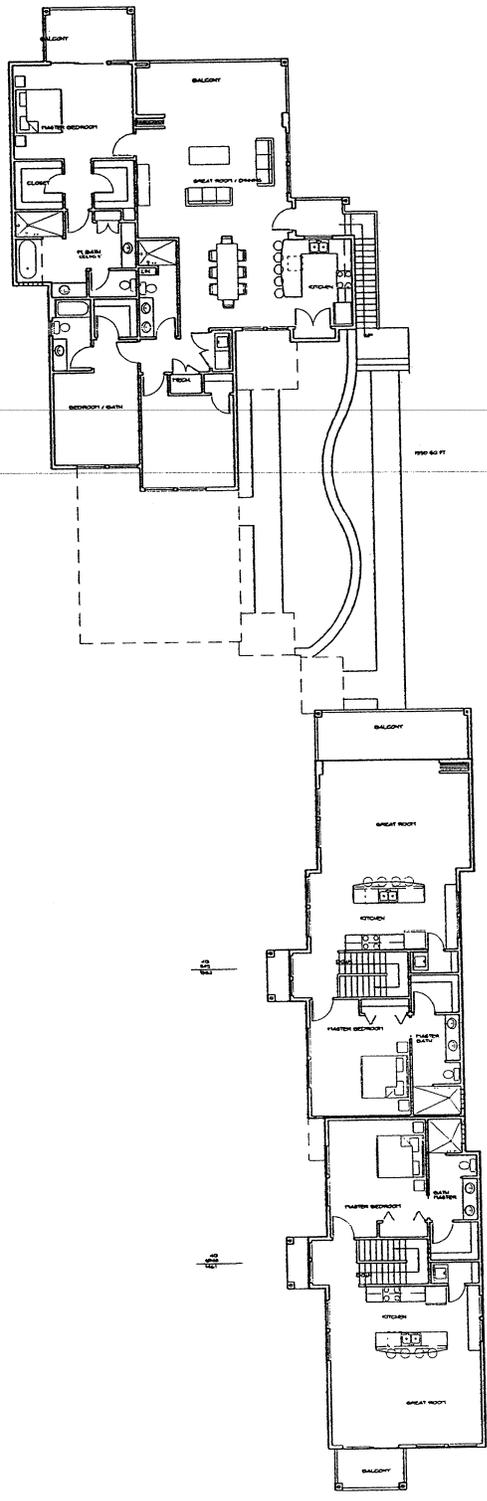
DATE	DESCRIPTION
07/20/11	SCHEMATIC 1
07/28/11	SCHEMATIC 2
07/29/11	SCHEMATIC 3

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
BRIGHT VIEW LAND
NEW MEXICO

546



1st FLOOR PLAN
SCALE: 1/8" = 1'-0"



2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"

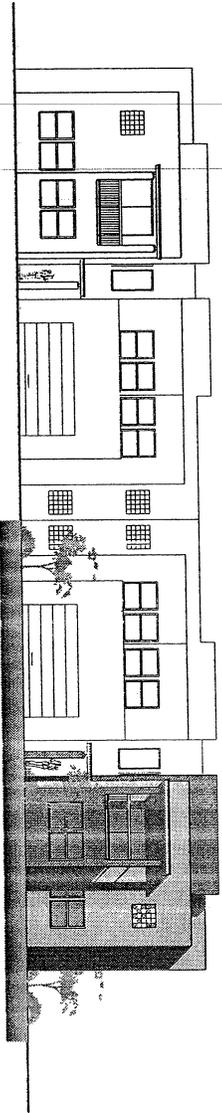
8-PLEX



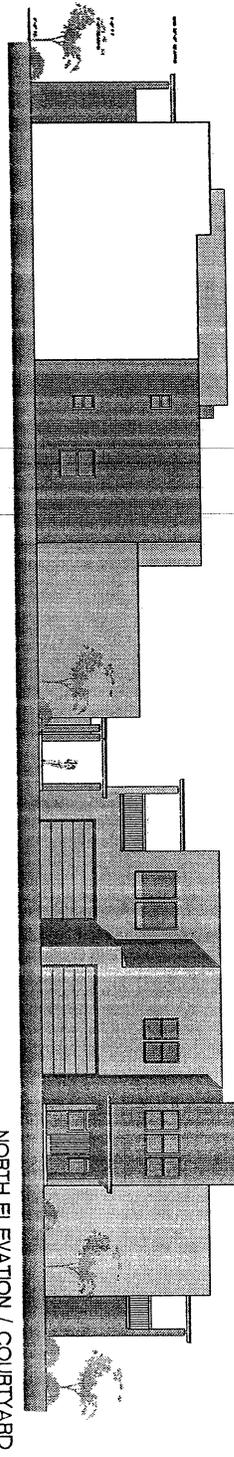
S5

 DIRECT

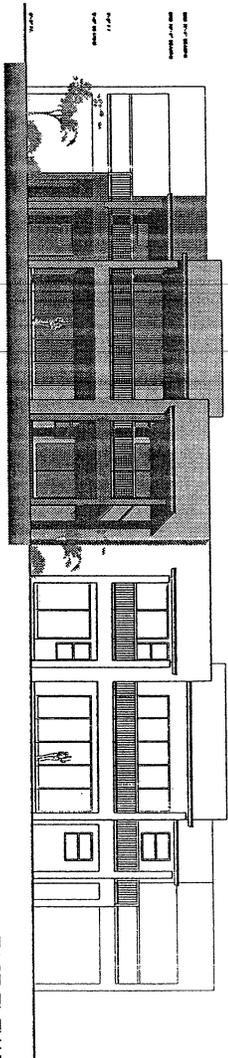
VERDE METRO
 PUD AMENDMENT #1
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO
 DATE: 07/20/09
 SUBMITTAL # 5
 DATE: 07/20/09
 SUBMITTAL # 5



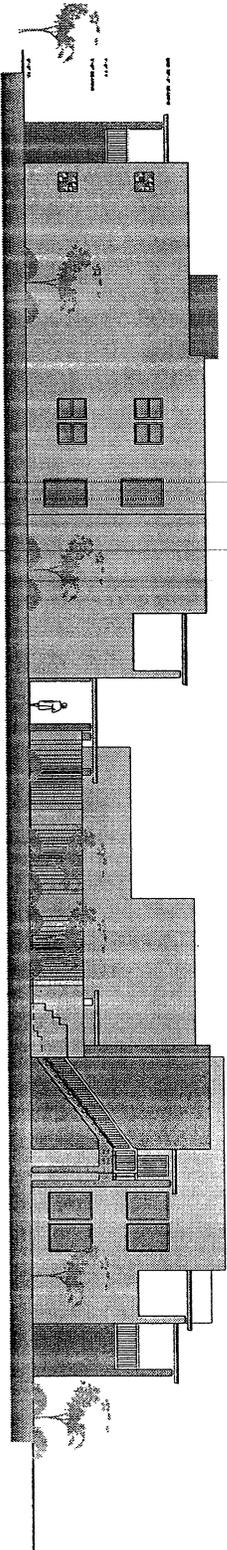
WEST ELEVATION / ENTRY DRIVE
SCALE: 1/4" = 1'-0"



NORTH ELEVATION / COURTYARD
SCALE: 1/4" = 1'-0"



EAST ELEVATION / GOLF COURSE
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION / SIDE
SCALE: 1/4" = 1'-0"

TYPICAL CONDO ELEVATIONS

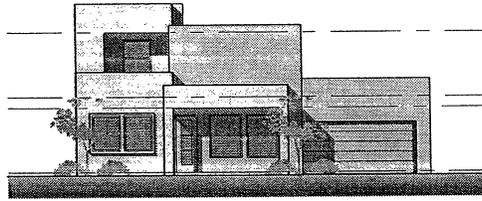
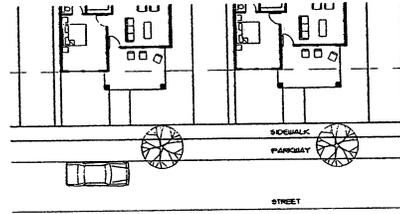


design ventures, inc.
1310 WILSON AVENUE, SUITE 100
DENVER, CO 80202
PHONE: 303.733.8333

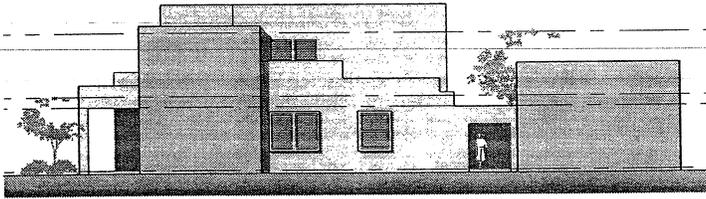
DATE	PROJECT
07/20/06	SUBMITTAL # 1
07/20/06	SUBMITTAL # 2
07/20/06	SUBMITTAL # 3

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
SUNSHINE APARTMENTS
LANS CRUCES
NEW MEXICO

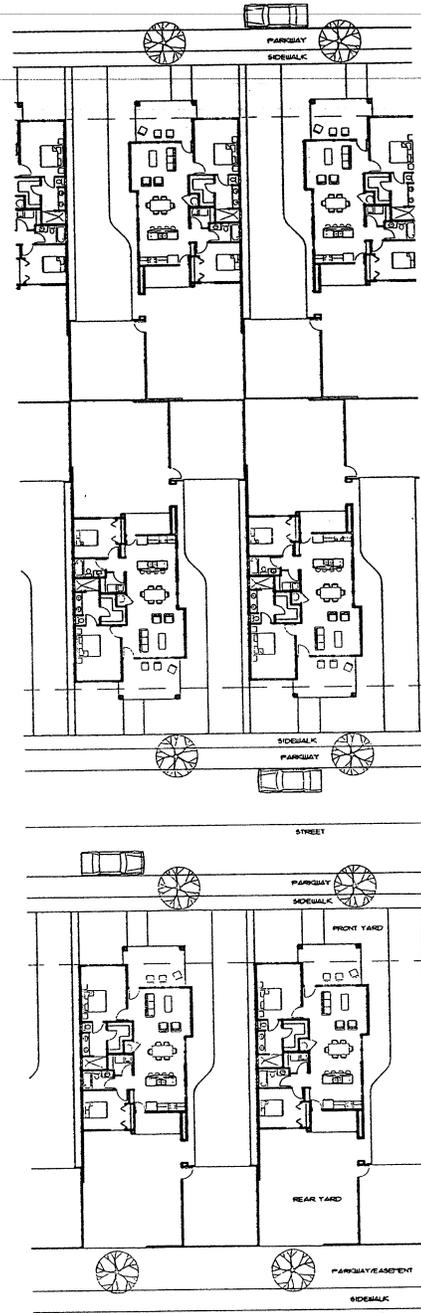
ARROYO ROAD ELEVATION
SCALE: 1/8" = 1'-0"



FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

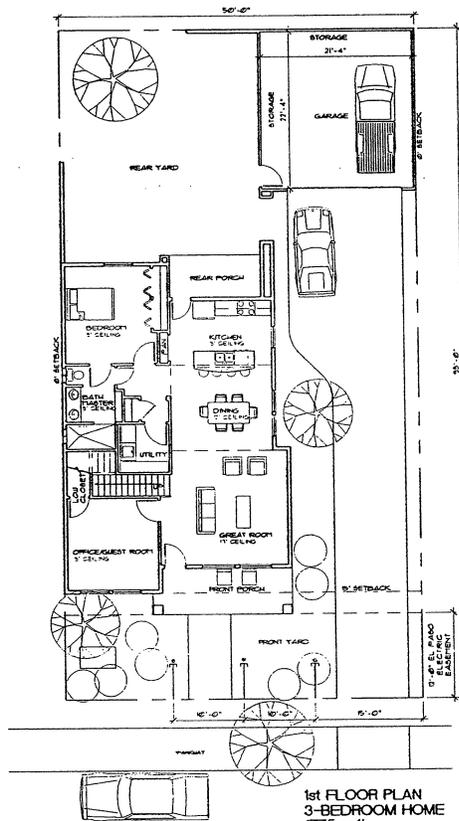


SITE PLAN
SCALE: 1/8" = 1'-0"

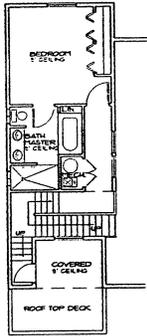
1. SEWER, WATER AND GAS UTILITIES WILL BE
CONSTRUCTED BY THE STANDARD LOCATION.
2. THE GAS SERVICE WILL REQUIRE A VARIANCE.

1st FLOOR PLAN
3-BEDROOM HOME
1775 sqft

UTILITY NOTES:
1. SEWER, WATER AND GAS UTILITIES WILL BE
CONSTRUCTED BY THE STANDARD LOCATION.
2. THE GAS SERVICE WILL REQUIRE A VARIANCE.



FLOOR PLAN
SCALE: 1/8" = 1'-0"



2nd FLOOR PLAN

CASITAS



GARDEN VENTURES, INC.
14141 UNIVERSITY AVENUE
SUITE 100
SAN ANTONIO, TEXAS 78240
PHONE: 214.520.9400
WWW.GARDENVENTURES.COM

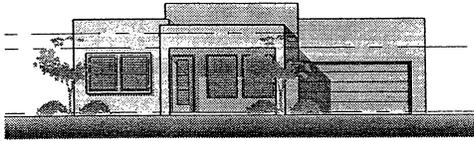
DATE	ISSUE
07/07/09	SUBMITTAL #1
07/20/09	SUBMITTAL #2
07/20/09	SUBMITTAL #3

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO



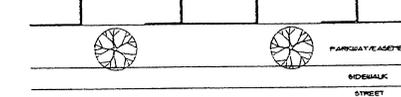
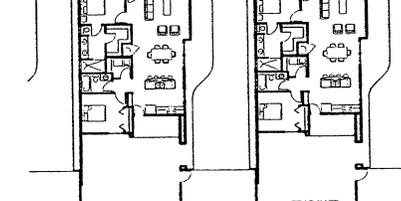
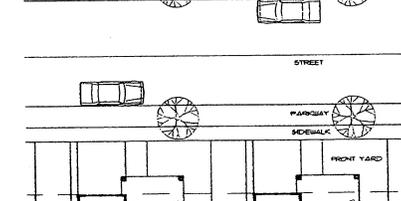
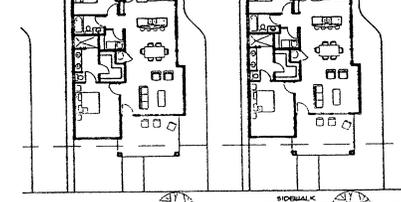
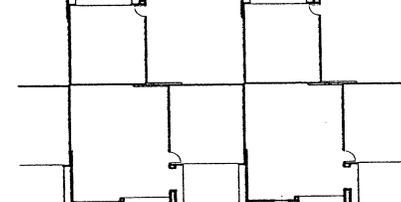
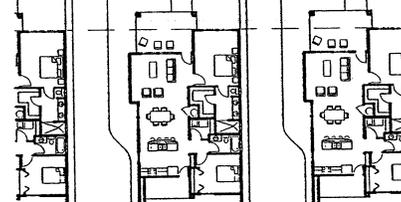
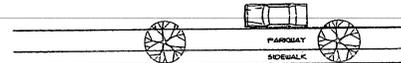
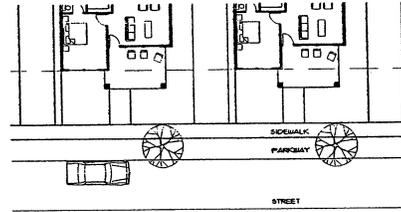
ARROYO ROAD ELEVATION

SCALE: 1/8" = 1'-0"



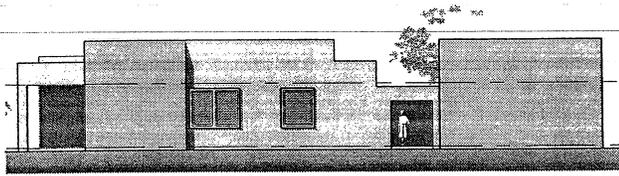
FRONT ELEVATION

SCALE: 1/8" = 1'-0"



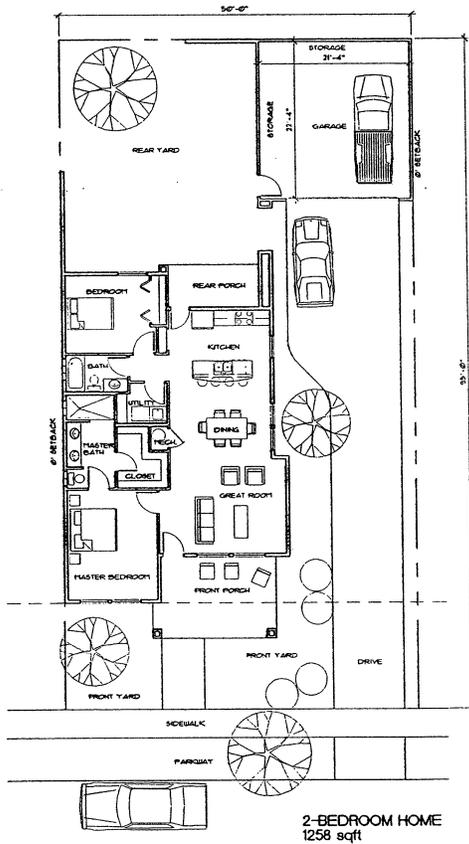
SITE PLAN

SCALE: 1/8" = 1'-0"



SIDE ELEVATION

SCALE: 1/8" = 1'-0"



2-BEDROOM HOME
1258 sqft

FLOOR PLAN

SCALE: 1/8" = 1'-0"

CASITAS

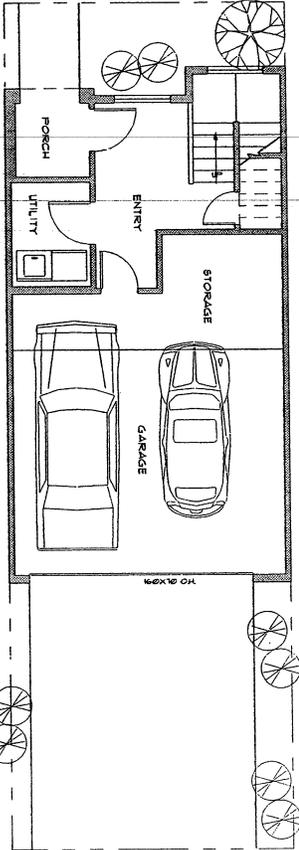
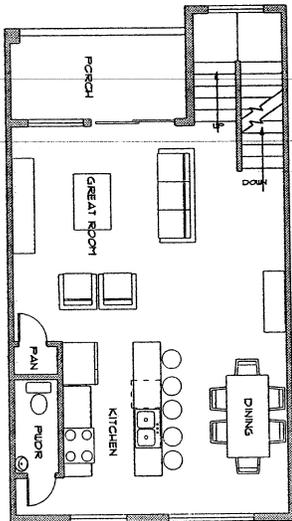
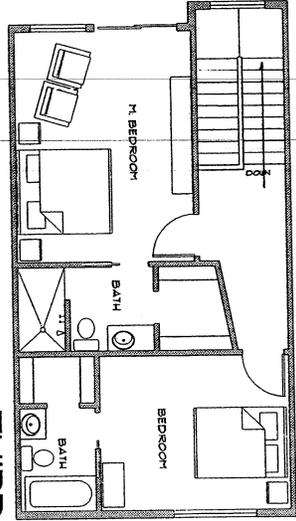


OPTIONAL VALUERS, INC.
1400 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
FAX: 303.733.1001



PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND
LAW OFFICES
NEW AGENCIES

DATE	PROJECT
07/26/07	SUBMITTAL 1
07/26/07	SUBMITTAL 2
07/26/07	SUBMITTAL 3



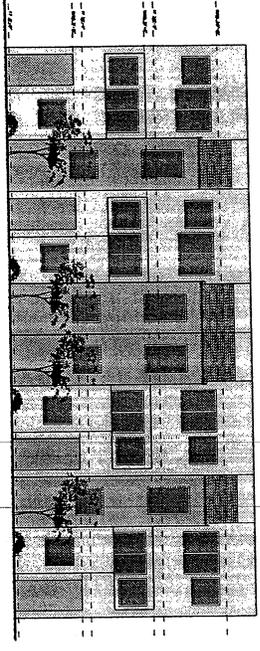
3 STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

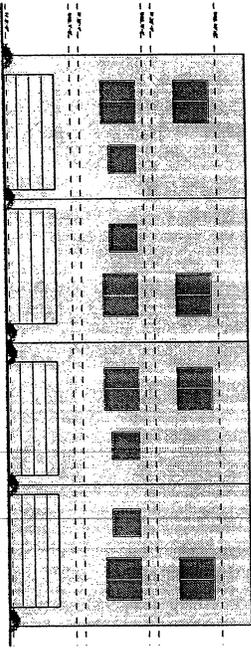
DATE	PKL#
07/20/08	SUBMITTAL 3
07/24/08	SUBMITTAL 4
07/24/08	SUBMITTAL 5
07/24/08	SUBMITTAL 6
07/24/08	SUBMITTAL 7
07/24/08	SUBMITTAL 8
07/24/08	SUBMITTAL 9

DESIGN: V&V ARCHITECTS, L.P.C.
1000 N. GARDEN AVENUE, SUITE 100
LAS CRUCES, NM 88001
TEL: 505.252.2222
WWW.VANDVARCHITECTS.COM

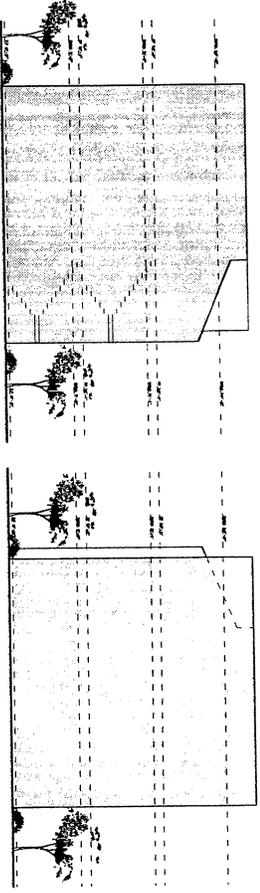




MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

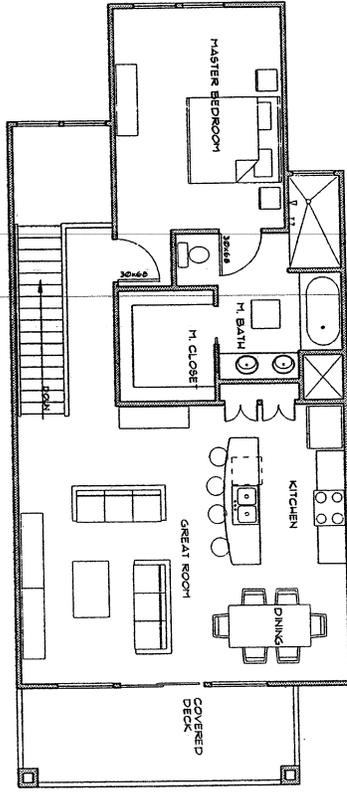
RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

3 STORY TOWNHOUSE

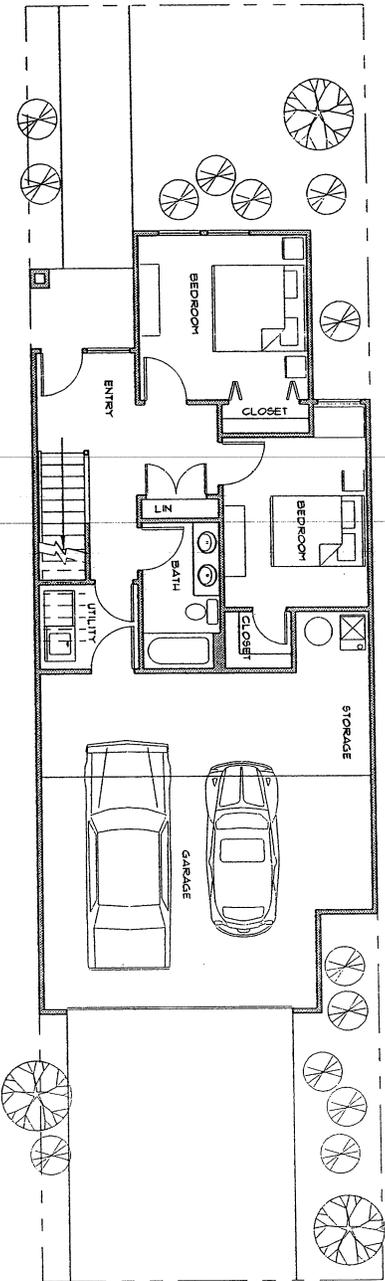
PUD AMENDMENT #1
METRO
VERDE
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO
 DATE: PENDING
 ORDER: SUBMITTAL #
 07/08/08 SUBMITTAL #
 07/08/08 SUBMITTAL #

GV
 GORDON VAN DER GRIFF, INC.
 ARCHITECTS
 1000 S. RICHARDS AVENUE
 SUITE 100
 LAS CRUCES, NM 87801
 TEL: 505.253.2100

SHEET
S10
 DWG/ELEV



SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"



1366 sq ft FIRST FLOOR PLAN
SCALE 1/4" = 1'-0"

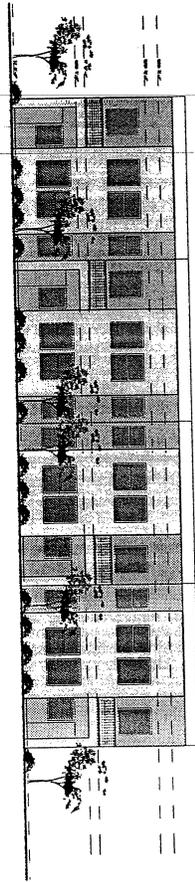
2 STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

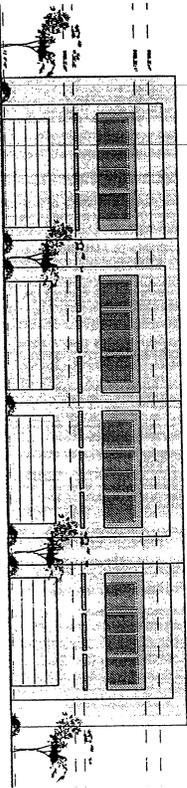
DATE	PHASE
07/28/09	SUBMITTAL #1
07/28/09	SUBMITTAL #2
07/28/09	SUBMITTAL #3

DATE: 07/28/09
BY: [Signature]
PROJECT: [Signature]
SCALE: 1/4" = 1'-0"

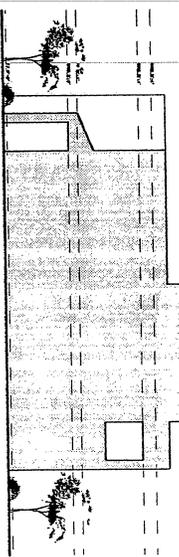




MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

2 STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE

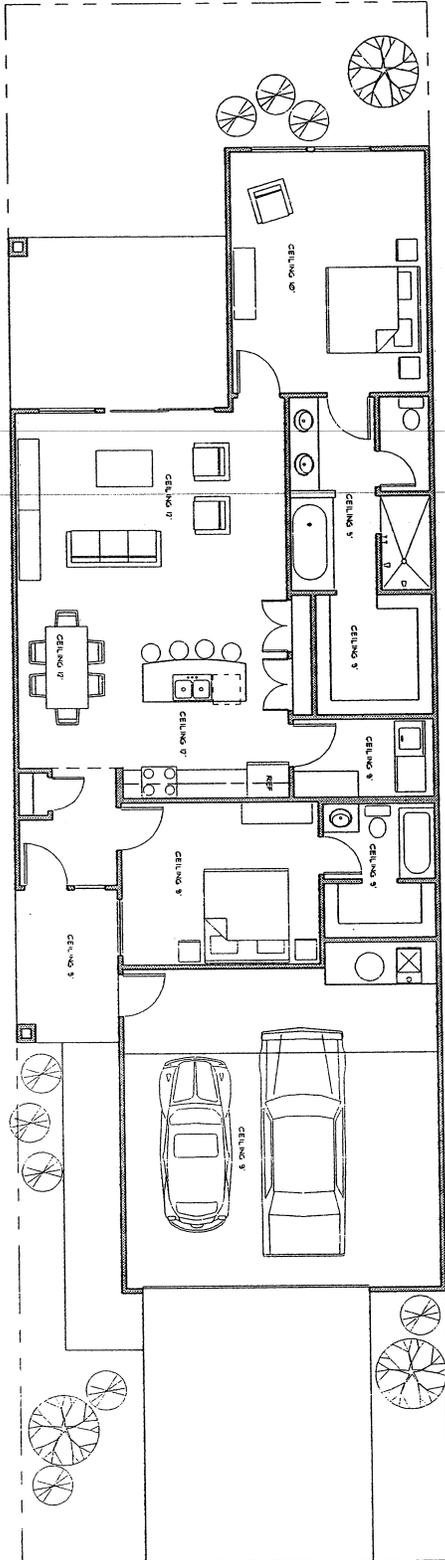
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	ISSUE
07/28/08	SUBMITTAL #1
07/4/09	SUBMITTAL #2
07/28/08	SUBMITTAL #3

DOMINION ARCHITECTS, INC.
10000 N. UNIVERSITY BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972.382.1100
WWW.DOMINIONARCHITECTS.COM



DATE: 07/28/08
SHEET: S12
OWNER: BRIGHT VIEW LAND CO.



1403 S1

FLOOR PLAN
SCALE: 1/4" = 1'-0"

SINGLE STORY TOWNHOUSE

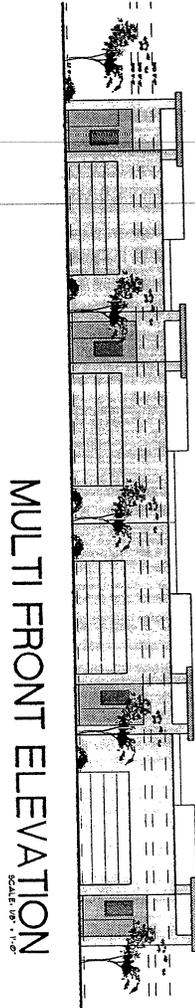
PUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
PLOT 18 AND 19
LAS CRUCES
NEW MEXICO

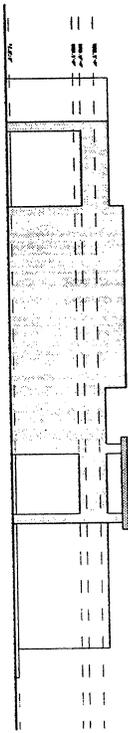
DATE	PREPARED BY
07/20/05	SUBMITTAL 1
07/27/05	SUBMITTAL 2
07/28/05	SUBMITTAL 3


 DUTTON VENTURES, INC.
 1403 S1
 LAS CRUCES, NM 87901
 TEL: 505.253.2888
 FAX: 505.253.2885

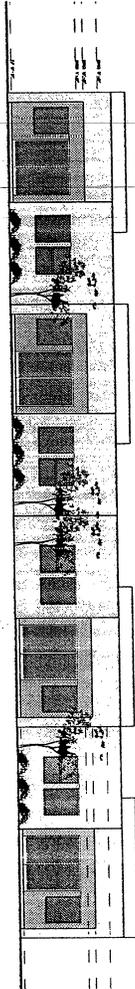

 S13
 DISTRICT



MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"

SINGLE STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PLANE
07/26/08	SUBMITTAL 1
07/4/09	SUBMITTAL 2
07/26/08	SUBMITTAL 3

BRIGGS & BRIGGS ARCHITECTS, INC.
10000 N. MESA LANE, SUITE 100
DALLAS, TEXAS 75243
TEL: 972.343.8811
FAX: 972.343.8812
WWW.BRIGGSARCHITECTS.COM



PERMITS
S14
DIVISION

FINDINGS AND COMPREHENSIVE PLAN ANALYSIS

1. The subject property is located within the Sierra Norte master planned area north of the future expansion of Arroyo Road, south of the future expansion of Dragon Fly Boulevard, and generally west of the future expansion of Sonoma Ranch Boulevard.
2. The Metropolitan Planning Organization (MPO) has classified Sonoma Ranch Boulevard, Arroyo Road and Dragon Fly Boulevard east of Sonoma Ranch Boulevard as Principal Arterial designated roadways.
3. Water and sewer services will be provided by City of Las Cruces and natural gas services will be provided by Rio Grande Natural Gas Association.
4. The subject property encompass 705.14 +/- acres
5. The proposed Metro Verde PUD is a modification of eleven planning parcels and part of three planning parcels of the Sierra Norte master plan.
6. Metro Verde contains nine (9) different land use designations, each with its own development standards and allowed land uses.
7. The proposed residential density range will be from 2,701 to 14,922 dwelling units (DU) in the entire Metro Verde PUD.
8. There is no minimum lot size requirement in the Metro Verde PUD.
9. Adjacent land use and zoning include:

	<u>Zoning</u>	<u>Land Use</u>
North	City Limits	BLM
South	R-1b/R-2/R-4/C-3/OS-R	Vacant
East	City Limits/R-1b	ETZ/Vacant
West	City Limits	BLM

10. The request is consistent with the following sections of the City of Las Cruces Comprehensive Plan:

Land Use Element, Goal 1 (Land Uses)

Policies:

- 1.3.1 An urban residential use shall be so designated where these uses occur at a density of greater than two dwelling units per acre. A rural residential use shall be so designated where these uses occur at a density of less than or equal to two dwelling units per acre.

- 1.3.3. An assortment of lot sizes should be provided for single-family residential developments to promote a variety of lifestyles within the community. With small urbanized lots (such as 3,500 square feet parcels) to large tracts of land (five acres in size), the City shall address all segments of the population.
- 1.3.4 High density residential uses shall be encouraged to concentrate in and around transportation and communication corridors, thereby supporting a mixed distribution of uses. Lower and rural density residential uses shall be located away from such corridors.
- 1.3.5 All residential development shall address the following urban design criteria: compatibility to the adjacent neighborhood in terms of architectural design, height/density, and the provision of landscaping. Architectural and landscaping design standards for residential uses shall be established in the Comprehensive Plan Urban Design Element.
- 1.7.1 Light industrial uses shall be defined as those industrial uses which generate research, development, warehousing and manufacturing activities with minimal impact to the surrounding environment. Light industrial uses and parks shall be established according to the following criteria:
- a. Uses shall be located on, or have direct access to, collector and arterial streets.
 - b. The City shall pursue multi modal access standards (auto, bicycle, pedestrian, transit where available) for light industrial uses and centers.
 - c. Light industrial use and park development shall address the following urban design criteria: compatibility to adjacent uses in terms of architectural design, height/density, and provision of landscaping for site screening, parking and loading areas. Architectural and landscaping design standards shall be established in the Comprehensive Plan Urban Design Element.
 - d. Adequate space for functional circulation shall be provided for loading areas.
 - e. The City shall encourage the development of light industrial parks to allow for minimal traffic and encroachment-related conflicts to adjacent uses.
 - f. The City shall encourage the development of light industrial uses and parks in the West Mesa Industrial Park and East Mesa areas.

Land Use Element, Goal 2 (Growth Management)

Policies:

- 2.5.1 The Planned Unit Development process shall observe growth management policy as established in the Land Use Element, other applicable elements and all companion documents.

- 2.5.2 Planned Unit Developments will only be used for those developments which can be created to benefit both the community and the developer.
- 2.5.3 The PUDs process shall be required for those subdivided, multi-phased developments which generally request more than two (2) planning-related variances.
- 2.5.4 Those developments which request variances to engineering standards (non-planning-related issues) will be considered and acted upon by the Development Review Committee (DRC).
- 2.5.6 The City realizes that there must be an advantage and genuine interest for developers to initiate the PUD process. The City also realizes that it must make some inducements to motivate the developer to use the PUD's flexibility to create a unique, quality development. In return, a developer should provide a meaningful benefit to the community by providing specific types of development. Consequently, standard housing developments (typical R-1, single family zoning) shall not use the PUD process. In order to accomplish this, only particular types of development may utilize PUDs as a means to an end.
- a. The types of developments or areas in which development may occur (or combinations of) which may utilize the PUD process, are as follows:
 - High density residential development
 - Low density residential development
 - Affordable housing development
 - Environmentally sensitive area development
 - Redevelopment
 - Infill development
 - Historic District development
 - Clustering development
 - Social (quasi-public) development
 - Commercial/Business development
 - Industrial development
 - b. Incentives which may be used through the PUD
 - Setbacks
 - Building height
 - Density
 - Lot width
 - Lot size
 - Street width
 - Development-related fees
 - Signage
 - Parking
 - c. A developer may not be granted a variation in design elements without providing a benefit to the City/community which, in turn, may only be accomplished with quality design principles. Such benefits to the City/community include:

- Distinctiveness and excellence in design and landscaping per the Urban Design Element
- Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc.
- Preservation of major arroyos as per the Storm Water Management Policy Plan
- Preservation of important cultural resources such as known or potential archaeological sites
- Provision of affordable housing and/or subsidized housing
- Provide architectural variety
- Clustering of buildings
- Provide alternative transportation facilities
- Increased park fees
- Increased landscaping, including higher quality landscaping deeper vegetative buffers; or increased planting along roadways, in open spaces and recreational areas, and along the perimeter of the project
- Use of greenways or landscaped corridors linking various uses.
- Screening of or rear placement of parking areas
- Use of sidewalks/footpaths or pedestrian bicycle circulation networks
- Segregation of vehicular and pedestrian/bicycle circulation networks
- Traffic mitigation measures
- Other public benefits such as provision of a community center or day care center
- Development of active or passive recreational areas
- Public access to community facilities in PUD
- Supply recreational facilities for owners/residents
- Advancement of City policy or plan

2.5.7 The applicant shall clearly state that any deviations from required zoning and development standards are deserving of such waivers. The City shall not experience a decrease in level-of-service, increase tax burden or maintenance burden beyond typical development. Justification for waivers shall be in the form of traffic analysis, land use assumptions, or any other source which clearly demonstrates that such variations would not adversely impact the health, safety, and welfare of residents. Impacts resulting from code deviations must be thoroughly addressed and mitigation strategies provided before the City may grant any waivers.

2.5.8 A developer will not be granted a waiver to the City's design standards that may pose a threat to public health, safety, and welfare. Waivers must also be consistent with City policies found in all City documents and plans.

Urban Design Goal 1 (Image)

Policies:

1.1.6. Parks and multi-use activity/recreational fields (functional open space) should be encouraged to develop in conveniently located areas.

- 1.1.7. Encourage a balance of land uses as a means of providing convenience and functionality to those who may live and/or work in one area of the community.

Urban Design Goal 2 (Conservation/Preservation)

Policies:

- 2.5.1. Advocate an appropriate balance between physical development and open space that will provide a desirable environment and quality of life in the urban area as well as perpetuating the unique natural and rural environments of the region.
- 2.5.2. Encourage new development to provide networks of open space. Open space should be linked with parks and recreational trails so that any open space areas may be considered "usable" space. Development waivers, such as density bonuses, shall be used as incentives to developers to create and/or maintain open space.

Urban Design Goal 3 (Design)

Policies:

- 3.10.5 Support a policy of mixed land uses as discussed in the Land Use Element. Land uses which are not traditionally considered compatible may be located next to one another depending upon design features and compatibility with the adjacent area as a result of a mixed land use policy. Those uses with lower intensities must be protected from any negative impacts from adjacent uses with higher intensities in order to protect a desirable quality of life within the City.


City of Las Cruces®

TO: Planning and Zoning Commission

FROM: Development Review Committee (DRC)

PREPARED BY: Adam Ochoa, Acting Planner *AO*

DATE: January 26, 2010

SUBJECT: Metro Verde (Major Amendment & Final Site Plan)

RECOMMENDATION: Approval – with conditions (Case PUD-09-08 & PUD-09-09)

Case PUD-09-08: A request for approval for a Major Amendment to the Sierra Norte master plan and a request for approval for a concept plan of a proposed Planned Unit Development (PUD) known as Metro Verde. Planning Parcels 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, and part of Planning Parcels 29, 37 and 43 of the Sierra Norte master plan are proposed to be amended with a concept plan for Metro Verde. As part of the major amendment there is a zone change request from multiple zoning districts to PUD (Planned Unit Development). The purpose of the concept plan is to develop a mixed-use development that will entail residential, commercial, office, retail, and manufacturing land uses with a golf course. The plan shall be developed in twenty-six (26) phases with the number of dwelling units ranging from 2,701 to 14,922 units. The subject property encompasses 705.2 +/- acres of land and is located in the Sierra Norte area north of the future expansion of Arroyo Road and south of the City Limits. Submitted by DVI on behalf of Sierra Norte Land Holdings, LLC, property owner.

Case PUD-09-09: A request for Final Site Plan approval for a Planned Unit Development (PUD) known as Metro Verde. The subject property encompasses 705.2 +/- acres of land and that will be a mixed-use development. The plan shall be developed in twenty-six (26) phases with the number of dwelling units ranging from 2,701 to 14,922 units. The subject property is located in the Sierra Norte area north of the future expansion of Arroyo Road and south of the City Limits. Submitted by DVI on behalf of Sierra Norte Land Holdings, LLC, property owner.

BACKGROUND

The Sierra Norte annexation and master plan were approved in March of 2006, which annexed 1964.488 +/- acres into the City of Las Cruces with 57 planning parcels. At that time all planning parcels received various zoning designations. In 2008, City Council approved a PUD for Metro Verde for 187 +/- acres located in the northeastern corner of the Sierra Norte master planned area. The original Metro Verde PUD is a mixed-use development that incorporates residential, commercial, and open

space/recreational land uses. In addition, the Planning and Zoning Commission approved a preliminary plat for a single-family residential subdivision known as "The Fountains." The proposed concept plan and final site plan for Metro Verde incorporates both the area of the original Metro Verde and The Fountains.

MAJOR AMENDMENT/CONCEPT PLAN

The proposed concept plan for the Planned Unit Development (PUD) known as Metro Verde is a major amendment to the Sierra Norte master plan as well as a rezoning of some of the planning parcels in the original master plan to PUD (Planned Unit Development). Under this proposed major amendment, the original Metro Verde PUD is being expanded by approximately 500 +/- acres and will include a private golf course. The subject property is located within the Sierra Norte mater planned area north of the future expansion of Arroyo Road, south of the future expansion of Dragon Fly Boulevard, and generally west of the future expansion of Sonoma Ranch Boulevard.

The proposed zone changes will occur to eleven of the original planning parcels that make up Sierra Norte plus portions of three other planning parcels. The zone changes are as follows:

- Planning Parcel 39: Zone change for 20.323 +/- acres from R-2/C-3 (Multi-Dwelling Low Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 40: Zone change for 0.714 +/- acres from R-2/C-3 (Multi-Dwelling Low Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 41: Zone change for 180.103 +/- acres from R-1a/C-3 (Single-Family Medium Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 42: Zone change for 2.884 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 44: Zone change for 3.683 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 45: Zone change for 309.672 +/- acres from R-1a/C-3 (Single-Family Medium Density/Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 46: Zone change for 15.792 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 47: Zone change for 20.030 +/- acres from R-1b (Single-Family High Density) to PUD (Planned Unit Development).
- Planning Parcel 48: Zone change for 49.591 +/- acres from R-1a (Single-Family Medium Density) to PUD (Planned Unit Development).
- Planning Parcel 49: Zone change for 4.103 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 50: Zone change for 5.356 +/- acres from R-4 (Multi-Dwelling High Density & Limited Retail and Office) to PUD (Planned Unit Development).

- Planning Parcel 29: Zone change for part of 299.128 +/- acres from R-1b/OS-R (Single-Family High Density/Open Space-Recreational) to PUD (Planned Unit Development).
- Planning Parcel 37: Zone change for part of 33.239 +/- acres from C-3 (Commercial High Intensity) to PUD (Planned Unit Development).
- Planning Parcel 43: Zone change for part of 25.523 +/- acres from OS-R (Open Space-Recreational) to PUD (Planned Unit Development).

The proposed PUD known as Metro Verde encompasses 705.14 +/- acres and is a mixed-use development that provides residential, office, commercial and industrial land uses with a golf course. The PUD also includes a recreation center, an urban center, a village center, a business park, the future waste water treatment plant, and open space with a network of bike and pedestrian trails. The Metro Verde PUD is an attempt to mix land uses, take advantage of compact building design, create a range of housing opportunities and choices, create walkable neighborhoods, foster a strong sense of place, preserve open space, and provide a variety of transportation choices.

The proposed PUD will be composed of nine different land use districts that offer a wide variety of development standards and land uses. The nine districts include the following:

- Sub-Urban (U3) encompassing 179 +/- acres,
- General Urban (U4) encompassing 150 +/- acres,
- Recreation Center (U5a) encompassing 19 +/- acres,
- Urban Center (U5b) encompassing 6 +/- acres,
- Village Center (U5c) encompassing 32 +/- acres,
- Business Park (SUa) encompassing 37 +/- acres,
- Waste Water Treatment Plant (Sub) encompassing 10 +/- acres,
- Golf Course (GC) encompassing 193 +/- acres; and
- Open Space (OS) encompassing 44 +/- acres.

Each land use designation proposes its own setbacks, density, street frontage, building height, parking standards, etc. Each land use designation also proposes allowed land uses that range from open space to manufacturing. The concept plan proposes no minimum lot size requirements for either residential or non-residential uses within the Metro Verde PUD. The Metro Verde PUD also introduces sustainability concepts to help make the new proposed development "green."

The Metro Verde PUD will have direct access from the future expansions of Arroyo Road and Sonoma Ranch Boulevard, respectively. The Metropolitan Planning Organization (MPO) has classified Arroyo Road and Sonoma Ranch Boulevard as Principal Arterial roadways. Dragon Fly Boulevard also provides access to Metro Verde along the northern boundary of the PUD. The Metropolitan Planning Organization (MPO) has classified the portion of Dragon Fly Boulevard east of Sonoma Ranch Boulevard as a Principal Arterial roadway as well.

In November 2009, the MPO Policy Committee changed the classification of Dragon Fly Boulevard west of Sonoma Ranch Boulevard to a Local roadway. In addition, the MPO Policy Committee also amended Settlers Pass to be moved slightly west from its previous location onto the applicant's property and to terminate at Arroyo Road rather than terminate north to Dragon Fly Boulevard.

The remainder of the future dedicated roads in the Metro Verde PUD will be classified as Local roadways. Traffic calming measures may be incorporated into the build out of roadways at the discretion of the developer and City Staff. The PUD will also contain some alleys with 20 feet of right-of-way that will be dedicated to the City after completion. These alleys will be utilized as access for higher density residential areas, solid waste collection, and emergency response.

The proposed Metro Verde PUD has a phasing plan that outlines the build out of the PUD in 26 possible phases. These phases will have the option to build out in any order and in conjunction with each other as long as access, secondary access, infrastructure, and fire flow issues are met in accordance with the applicable adopted codes of the City of Las Cruces. The phasing plan is intended to give the developer some flexibility to respond to market needs. Individual phases will also have the option to be combined into larger phases or reduced to smaller phases. Revisions to the phasing plan will be approved administratively. The developer has called out a total number of dwelling units allowed in the PUD ranging from 2,701 to 14,922 units, but the probable build out of dwelling units will be approximately 5,122 dwelling units.

FINAL SITE PLAN

The 2001 Zoning Code, as amended, identifies a final site plan as a substitute for a subdivision preliminary plat when an applicant must otherwise comply with the subdivision requirements. The proposed layout for the final site plan is in accordance with the proposed concept plan. Any future final plats submitted for the Metro Verde PUD will be processed administratively in accordance with the City of Las Cruces Subdivision Code.

FINDINGS

1. The subject property is located within the Sierra Norte master planned area north of the future expansion of Arroyo Road, south of the future expansion of Dragon Fly Boulevard, and generally west of the future expansion of Sonoma Ranch Boulevard.
2. The Metropolitan Planning Organization (MPO) has classified Sonoma Ranch Boulevard, Arroyo Road and Dragon Fly Boulevard east of Sonoma Ranch Boulevard as Principal Arterial designated roadways.
3. Water and sewer services will be provided by City of Las Cruces and natural gas services will be provided by Rio Grande Natural Gas Association.

4. The subject property encompass 705.14 +/- acres
5. The proposed Metro Verde PUD is a modification of eleven planning parcels and part of three planning parcels of the Sierra Norte master plan.
6. Metro Verde contains nine (9) different land use designations, each with its own development standards and allowed land uses.
7. The proposed residential density range will be from 2,701 to 14,922 dwelling units (DU) in the entire Metro Verde PUD.
8. There is no minimum lot size requirement in the Metro Verde PUD.
9. Adjacent land use and zoning include:

	<u>Zoning</u>	<u>Land Use</u>
North	City Limits	BLM
South	R-1b/R-2/R-4/C-3/OS-R	Vacant
East	City Limits/R-1b	ETZ/Vacant
West	City Limits	BLM

10. The request is consistent with the following sections of the City of Las Cruces Comprehensive Plan:

Land Use Element, Goal 1 (Land Uses)

Policies:

- 1.3.1 An urban residential use shall be so designated where these uses occur at a density of greater than two dwelling units per acre. A rural residential use shall be so designated where these uses occur at a density of less than or equal to two dwelling units per acre.
- 1.3.3. An assortment of lot sizes should be provided for single-family residential developments to promote a variety of lifestyles within the community. With small urbanized lots (such as 3,500 square feet parcels) to large tracts of land (five acres in size), the City shall address all segments of the population.
- 1.3.4 High density residential uses shall be encouraged to concentrate in and around transportation and communication corridors, thereby supporting a mixed distribution of uses. Lower and rural density residential uses shall be located away from such corridors.
- 1.3.5 All residential development shall address the following urban design criteria: compatibility to the adjacent neighborhood in terms of architectural design, height/density, and the provision of landscaping. Architectural and landscaping design standards for residential uses shall be established in the Comprehensive Plan Urban Design Element.

- 1.7.1 Light industrial uses shall be defined as those industrial uses which generate research, development, warehousing and manufacturing activities with minimal impact to the surrounding environment. Light industrial uses and parks shall be established according to the following criteria:
- a. Uses shall be located on, or have direct access to, collector and arterial streets.
 - b. The City shall pursue multi modal access standards (auto, bicycle, pedestrian, transit where available) for light industrial uses and centers.
 - c. Light industrial use and park development shall address the following urban design criteria: compatibility to adjacent uses in terms of architectural design, height/density, and provision of landscaping for site screening, parking and loading areas. Architectural and landscaping design standards shall be established in the Comprehensive Plan Urban Design Element.
 - d. Adequate space for functional circulation shall be provided for loading areas.
 - e. The City shall encourage the development of light industrial parks to allow for minimal traffic and encroachment-related conflicts to adjacent uses.
 - f. The City shall encourage the development of light industrial uses and parks in the West Mesa Industrial Park and East Mesa areas.

Land Use Element, Goal 2 (Growth Management)

Policies:

- 2.5.1 The Planned Unit Development process shall observe growth management policy as established in the Land Use Element, other applicable elements and all companion documents.
- 2.5.2 Planned Unit Developments will only be used for those developments which can be created to benefit both the community and the developer.
- 2.5.3 The PUDs process shall be required for those subdivided, multi-phased developments which generally request more than two (2) planning-related variances.
- 2.5.4 Those developments which request variances to engineering standards (non-planning-related issues) will be considered and acted upon by the Development Review Committee (DRC).
- 2.5.6 The City realizes that there must be an advantage and genuine interest for developers to initiate the PUD process. The City also realizes that it must make some inducements to motivate the developer to use the PUD's flexibility to create a unique, quality development. In return, a developer should provide a

meaningful benefit to the community by providing specific types of development. Consequently, standard housing developments (typical R-1, single family zoning) shall not use the PUD process. In order to accomplish this, only particular types of development may utilize PUDs as a means to an end.

- a. The types of developments or areas in which development may occur (or combinations of) which may utilize the PUD process, are as follows:
 - High density residential development
 - Low density residential development
 - Affordable housing development
 - Environmentally sensitive area development
 - Redevelopment
 - Infill development
 - Historic District development
 - Clustering development
 - Social (quasi-public) development
 - Commercial/Business development
 - Industrial development
- b. Incentives which may be used through the PUD
 - Setbacks
 - Building height
 - Density
 - Lot width
 - Lot size
 - Street width
 - Development-related fees
 - Signage
 - Parking
- c. A developer may not be granted a variation in design elements without providing a benefit to the City/community which, in turn, may only be accomplished with quality design principles. Such benefits to the City/community include:
 - Distinctiveness and excellence in design and landscaping per the Urban Design Element
 - Placement of structures on most suitable sites with consideration of topography, soils, vegetation, slope, etc.
 - Preservation of major arroyos as per the Storm Water Management Policy Plan
 - Preservation of important cultural resources such as known or potential archaeological sites
 - Provision of affordable housing and/or subsidized housing
 - Provide architectural variety
 - Clustering of buildings
 - Provide alternative transportation facilities
 - Increased park fees

- Increased landscaping, including higher quality landscaping deeper vegetative buffers; or increased planting along roadways, in open spaces and recreational areas, and along the perimeter of the project
- Use of greenways or landscaped corridors linking various uses.
- Screening of or rear placement of parking areas
- Use of sidewalks/footpaths or pedestrian bicycle circulation networks
- Segregation of vehicular and pedestrian/bicycle circulation networks
- Traffic mitigation measures
- Other public benefits such as provision of a community center or day care center
- Development of active or passive recreational areas
- Public access to community facilities in PUD
- Supply recreational facilities for owners/residents
- Advancement of City policy or plan

2.5.7 The applicant shall clearly state that any deviations from required zoning and development standards are deserving of such waivers. The City shall not experience a decrease in level-of-service, increase tax burden or maintenance burden beyond typical development. Justification for waivers shall be in the form of traffic analysis, land use assumptions, or any other source which clearly demonstrates that such variations would not adversely impact the health, safety, and welfare of residents. Impacts resulting from code deviations must be thoroughly addressed and mitigation strategies provided before the City may grant any waivers.

2.5.8 A developer will not be granted a waiver to the City's design standards that may pose a threat to public health, safety, and welfare. Waivers must also be consistent with City policies found in all City documents and plans.

Urban Design Goal 1 (Image)

Policies:

- 1.1.6. Parks and multi-use activity/recreational fields (functional open space) should be encouraged to develop in conveniently located areas.
- 1.1.7. Encourage a balance of land uses as a means of providing convenience and functionality to those who may live and/or work in one area of the community.

Urban Design Goal 2 (Conservation/Preservation)

Policies:

- 2.5.1. Advocate an appropriate balance between physical development and open space that will provide a desirable environment and quality of life in the urban area as well as perpetuating the unique natural and rural environments of the region.
- 2.5.2. Encourage new development to provide networks of open space. Open space should be linked with parks and recreational trails so that any open space areas

may be considered "usable" space. Development waivers, such as density bonuses, shall be used as incentives to developers to create and/or maintain open space.

Urban Design Goal 3 (Design)

Policies:

- 3.10.5 Support a policy of mixed land uses as discussed in the Land Use Element. Land uses which are not traditionally considered compatible may be located next to one another depending upon design features and compatibility with the adjacent area as a result of a mixed land use policy. Those uses with lower intensities must be protected from any negative impacts from adjacent uses with higher intensities in order to protect a desirable quality of life within the City.

DRC RECOMMENDATION

On January 6, 2010, the Development Review Committee (DRC) reviewed the concept plan and final site plan for the proposed Metro Verde PUD. The DRC reviews PUD's from an infrastructure, utilities, and public improvement stand point. From a land use perspective the PUD is supported by the 1999 Comprehensive Plan. The DRC recommends approval for the concept plan and the final site plan for the PUD known as Metro Verde. The DRC did request that the applicant meet with City Engineering staff to conclude all comments and recommendations prior to the Planning & Zoning Commission meeting. All outstanding comments have been resolved.

The recommendation of the Planning and Zoning Commission for both the concept plan and final site plan will be forwarded to City Council for final consideration.

OPTIONS

1. Approve the request as recommended by DRC for cases PUD-09-08 & PUD-09-09.
2. Approve the request with additional conditions as determined appropriate by the Planning and Zoning Commission.
3. Deny the request.

ATTACHMENTS

1. Development Statement
2. Development Review Committee minutes for January 6, 2010
3. Vicinity Map
4. Metro Verde major amendment concept plan
5. Metro Verde final site plan

DEVELOPMENT STATEMENT for Zoning Applications
(Use for Zone Changes, SUP's and PUD's)
 Please type or print legibly

Please note: The following information is provided by the applicant for information purposes only. The applicant is not bound to the details contained in the development statement, nor is the City responsible for requiring the applicant to abide by the statement. The Planning and Zoning Commission or City Council may condition approval of the proposal at a public hearing where the public will be provided an opportunity to comment.

Applicant Information

Name of Applicant: DVI
 Contact Person: MATT KENNEY
 Contact Phone Number: (575) 525-0241
 Contact e-mail Address: matt@dvi-lasercruces.com
 Web site address (if applicable): _____

Proposal Information

Location of Subject Property SEE VICINITY MAP
 (In addition to description, attach map. Map must be at least 8 1/2" x 11" in size and clearly show the relation of the subject property to the surrounding area)

Current Zoning of Property: _____

Proposed Zoning: PUD

Acreage of Subject Property: 700[±] acres

Detailed description of intended use of property. (Use separate sheet if necessary):

PUD / MIXED-USE CENTER / MF / SF
- FOR MORE INFO SEE PUD

Proposed square footage and height of structures to be built (if applicable):

TBD

Anticipated hours of operation (if proposal involves non-residential uses):

TBD

Anticipated traffic generation TBD trips per day (if known).

Anticipated development schedule: Work will commence on or about TBD and will take approximately TBD to complete.

How will stormwater runoff be addressed (on-lot ponding, detention facility, etc.)?

REGIONAL PONDING / WATER HARVESTING / ON-LOT PONDING

Will any special landscaping, architectural or site design features be implemented in the proposal (for example, rock walls, landscaped medians or entryways, or architectural themes)? If so, please describe and attach rendering if available:

LANDSCAPED MEDIANS, ENTRYWAY, ROCK WALL
-SEE PUD FOR MORE INFO.

Attachments

Please attach the following: (* indicates optional item)

Location map

Detailed site plan

Proposed building elevations*

Renderings or architectural or site design features*

Other pertinent information*

DEVELOPMENT STATEMENT for Zoning Applications
(Use for Zone Changes, SUP's and PUD's)
 Please type or print legibly

Please note: The following information is provided by the applicant for information purposes only. The applicant is not bound to the details contained in the development statement, nor is the City responsible for requiring the applicant to abide by the statement. The Planning and Zoning Commission or City Council may condition approval of the proposal at a public hearing where the public will be provided an opportunity to comment.

Applicant Information

Name of Applicant: DVI
 Contact Person: MATT KENNEY
 Contact Phone Number: (575) 525-0241
 Contact e-mail Address: matt@dvi-lascrucis.com
 Web site address (if applicable): _____

Proposal Information

Location of Subject Property SEE VICINITY MAP
 (In addition to description, attach map. Map must be at least 8 1/2" x 11" in size and clearly show the relation of the subject property to the surrounding area)
 Current Zoning of Property: _____
 Proposed Zoning: PUD
 Acreage of Subject Property: 700± acres
 Detailed description of intended use of property. (Use separate sheet if necessary):
-SEE PUD

 Proposed square footage and height of structures to be built (if applicable):
TBD
 Anticipated hours of operation (if proposal involves non-residential uses):
TBD

Anticipated traffic generation TBD trips per day (if known).

Anticipated development schedule: Work will commence on or about TBD and will take approximately TBD to complete.

How will stormwater runoff be addressed (on-lot ponding, detention facility, etc.)?

- SEE PUD

Will any special landscaping, architectural or site design features be implemented in the proposal (for example, rock walls, landscaped medians or entryways, or architectural themes)? If so, please describe and attach rendering if available:

SEE PUD

Attachments

Please attach the following: (* indicates optional item)

Location map

Detailed site plan

Proposed building elevations*

Renderings or architectural or site design features*

Other pertinent information*

1 **DEVELOPMENT REVIEW COMMITTEE**

2
3
4 Following are the verbatim minutes of the City of Las Cruces Development Review
5 Committee meeting held on Wednesday, January 6, 2010 at 9:00 a.m. in the Las
6 Cruces City Council Chambers, 200 North Church Street, Las Cruces, New Mexico.

7
8 **DRC PRESENT:** Cheryl Rodriguez, Community Development
9 Tom Murphy, MPO
10 Meei Montoya, Utilities
11 Mark Johnston, Facilities
12 Mark Dubbin for Travis Brown, Fire Dept.
13 Claudia Diaz for Loretta Reyes, Public Works
14 Natasha Billey for Loretta Reyes, Public Works

15
16 **STAFF PRESENT:** Jennifer Robertson, Community Development
17 Adam Ochoa, Community Development
18 Gary Hembree, Community Development
19 Catherine Duarte, Land Management
20 Bonnie Ennis, Recording Secretary

21
22 **OTHERS PRESENT:** Albert Davalos, Tierra Del Sol Housing Corp.
23 Chris McMillan, BRG Engineering
24 Matt Kenney, DVI
25 John Moscato, Brightview Land Co.
26

27
28 **I. CALL TO ORDER (9:04 am)**

29
30 Rodriguez: Go ahead and call this meeting to order for Wednesday, January 6th.
31 It's approximate 9:05 in the morning.

32
33 **II. APPROVAL OF MINUTES – December 16, 2009**

34
35 Rodriguez: First item on the agenda is the approval of the minutes from the
36 December 16, 2009 meeting. Do I have a motion to approve?

37
38 Murphy: So moved. Tom Murphy.

39
40 Johnston: Second. Mark Johnston.

41
42 Rodriguez: Any discussion?

43
44 Diaz: Yes, I see corrections. Claudia Diaz, Public Works. Page six, second
45 sentence should write, and I'm not sure whether to get with
46 somebody directly or do you want me to spell them out?
47

1 Rodriguez: Just call out the page number and the line number and then we'll
2 have you get with clerical staff after the meeting to give them your
3 corrections.

4
5 Diaz: Okay, page six, number 2 and number 8, a few corrections on the
6 wording and spelling.

7
8 Rodriguez: We'll go ahead and move to approve as amended.

9
10 Murphy: Move to approve as amended.

11
12 Johnston: Second.

13
14 Rodriguez: All those in favor say aye.

15
16 Members: Aye.

17
18 Rodriguez: None opposed.

19
20 **III. OLD BUSINESS - NONE**

21
22 **IV. NEW BUSINESS**

23
24 Rodriguez: We have a few items on today's agenda for new business. The first
25 item is going to be the master plan for Paseo Del Oro Phase 3. This is
26 a master plan. I know that there is a zone change request that
27 accompanies this master plan but DRC only hears the master plan
28 component so I will have Staff, if you can lay out the master plan,
29 please, for the DRC Body and then present the case and then I'll have
30 the applicant please add anything to the case. Okay? Jennifer.

31
32 **1. S-09-033 Paseo del Oro Phase 3, Master Plan**

- 33 • A request for approval of a master plan known as Paseo Del Oro
34 Phase 3. The subject property is comprised of 30.87 ± acres and is
35 zoned H and A-1 (Holding and Flood Control from 1981 Zoning Code).
- 36 • The master plan proposes 15.95 ± acres of single-family residential
37 uses with a maximum of 69 dwelling units and 7.88 ± acres of multi-
38 dwelling residential uses with a maximum of 72 dwelling units.
- 39 • The subject property is located at the intersection of Elks Drive and
40 Moreno Road.
- 41 • Submitted by BRG Engineering for Tierra Del Sol Housing Corp. and
42 Scripture Baptist Church, property owners.

43
44 Robertson: All right. Jennifer Robertson, Community Development. This is Case S-
45 09-033, Paseo Del Oro Phase 3 master plan. This is a request for
46 approval of the master plan. The subject property comprises of 30.87 ±
47 acres and is zoned H and A-1; H is Holding and A-1 is Flood Control

1 from the 1981 Zoning Code. The master plan proposes 15.95 ± acres.
2 It's single-family residential uses with a maximum of 69 dwelling units
3 there and 7.88 acres of multi-dwelling residential uses with a maximum
4 of 72 dwellings units there. The subject property is located at
5 intersection of Elks Drive and Moreno Road and proposal was
6 submitted by BRG who is here as well as Tierra Del Sol Housing. I
7 believe a representative is here from Tierra Del Sol to speak on the
8 proposal.
9

10 Rodriguez: Okay, Tierra Del Sol – you can enter your name into the record and
11 then, if you want to add anything regarding your development
12 application...

13
14 Davalos: Okay. My name is Albert Davalos and I'm with Tierra Del Sol Housing
15 Corporation and basically what we're looking at is a similar
16 development that we did kitty-cornered to this property, Paseo Del Oro
17 Phases 1 and 2 and in this development we're proposing bigger lots,
18 wider lots and we're looking at flat units, development of single-family
19 home ownership units. This is part of a home-funded program also for
20 the single family. We've got an application of funding from the City.
21 And the other development, the multi-family, we're proposing to do
22 market units and affordable units incentive through a tax credit
23 program for this coming year. We were unable to submit this year
24 because the zoning was not completed. So we lost an opportunity of
25 about seven million for the multi-family.
26

27 Rodriguez: Okay. I know there was a question on the development application of
28 whether or not you were seeking R1-a zoning or the R-1b zoning. The
29 master plan that went through the review process was looking for a
30 high-density land uses. You're actually going to go with an R1-a zoning
31 so the master plan will be amended to reflect the medium-density land
32 uses.
33

34 Robertson: The master plan has been resubmitted to reflect that zoning and, in
35 addition, there was no change to the land use table. R-1a allows for a
36 maximum of eight dwelling units and acre and this fits within the range
37 of R-1a and at kind of a medium level so they've redone it.
38

39 Rodriguez: Okay. We'll go around the table and I'll start with Fire.

40
41 Dubbin: Mark Dubbin, Las Cruces Fire Department. We have no issues. There
42 were a few conditions in the initial review that the developer has
43 agreed to. We have no issues.
44

45 Rodriguez: Okay. Facilities?
46

- 1 Johnston: Mark Johnston, Facilities. Park impact fees will apply both to the multi-
 2 family dwelling units and the single-family dwelling units unless it
 3 meets the criteria and I understand that you have a – you're looking for
 4 some City support through the CDBG grant – yes?
 5
- 6 Davalos: No. Through the Home Program.
 7
- 8 Johnston: Through the Home Program and we do have a... it's worked out
 9 through that program that there is some waiver and reinstatement of
 10 park impact fees from another source, depending on how that process
 11 goes. We would envision taking any of the proceeds from this
 12 development and putting them into the North Las Cruces Park. We're
 13 working with the developer on some in-kind services for the same
 14 monetary value in Las Cruces Park so there is opportunity.
 15
- 16 Rodriguez: Okay. MPO?
 17
- 18 Murphy: Tom Murphy, MPO. We met with the applicant to discuss the alignment
 19 of Elks Road. It's a Principal Arterial and requires 120' of right-of-way.
 20 There are several constraints that are present in the area that would
 21 preclude the applicant dedicating the entire amount. It is a portion of
 22 Elks to the far north where it converges with the Interstate right-of-way
 23 shortly north of this property and, from an MPO standpoint we're
 24 comfortable with any kind of reduction that they would need but I think
 25 the appropriate instrument will be the preliminary plat. But just so that
 26 the P & Z is aware of the situation at this level is that the full 120' right-
 27 of-way MPO is comfortable with not receiving that in this location.
 28
- 29 Rodriguez: Okay. Moreno is a Local?
 30
- 31 Murphy: Moreno is a Local.
 32
- 33 Rodriguez: Thank you. Utilities?
 34
- 35 Montoya: Meei Montoya. We already approved the plan with two conditions. I
 36 would just like to repeat one of the conditions which is the off-site gas
 37 main extension must be included as part of the construction drawings
 38 and final plat review. And I have gotten some return commitments from
 39 the developer for this gas main extension work so with that, we are
 40 okay with this.
 41
- 42 Rodriguez: Public Works?
 43
- 44 Billy: Public Works would just like to state that the right-of-way acquisition for
 45 both Elks and Moreno, in order to meet Design Standards, it is the
 46 responsibility of the developer for that acquisition. That's all.
 47

1 Rodriguez: And all the drainage concerns have been resolved?

2
3 Billey: Yes.

4
5 Rodriguez: Okay. And Community Development has no other outstanding issues?

6
7 Robertson: Nope.

8
9 Rodriguez: Okay, then do I have a motion to approve the master plan for Paseo
10 Del Oro Phase 3.

11
12 Dubbin: So moved. Mark Dubbin.

13
14 Montoya: Second. Meei Montoya.

15
16 Rodriguez: All those in favor say aye.

17
18 Members: Aye.

19
20 Rodriguez: Those opposed? Seeing none this will be recommended for approval
21 to the Planning and Zoning Commission, I believe, January 26th.

22
23 Davalos: Thank you.

24
25 **2. PUD 09-08 and 09-09 Metro Verde PUD Amendment and Final Site**
26 **Plan**

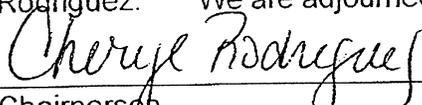
- 27 • A request for approval of a Major Amendment and Final Site Plan for
- 28 the Metro Verde Planned Unit Development (PUD) located within the
- 29 Sierra Norte master-planned area.
- 30 • Located south of the future extension of Dragonfly Avenue, north of
- 31 Arroyo Road and traversing the future extension of Sonoma Ranch
- 32 Boulevard.
- 33 • Submitted by Denton Ventures, Inc. for Brightview Land Company.

34
35 Rodriguez: The next item on the agenda is the Metro Verde PUD. I'd like to call
36 Staff and the applicant up. I believe we heard this case at the
37 December 16th DRC as a discussion item. I know at that time there
38 were some outstanding issues with Utilities so instead of going into
39 the entire perimeter of the case as we did that last meeting, we'll just
40 go around the table and see if all of the outstanding review
41 comments have been addressed because I know that there's been
42 three reviews and a substantial number of meetings by the applicant
43 with each reviewing department. So, Utilities, I'll start with you.

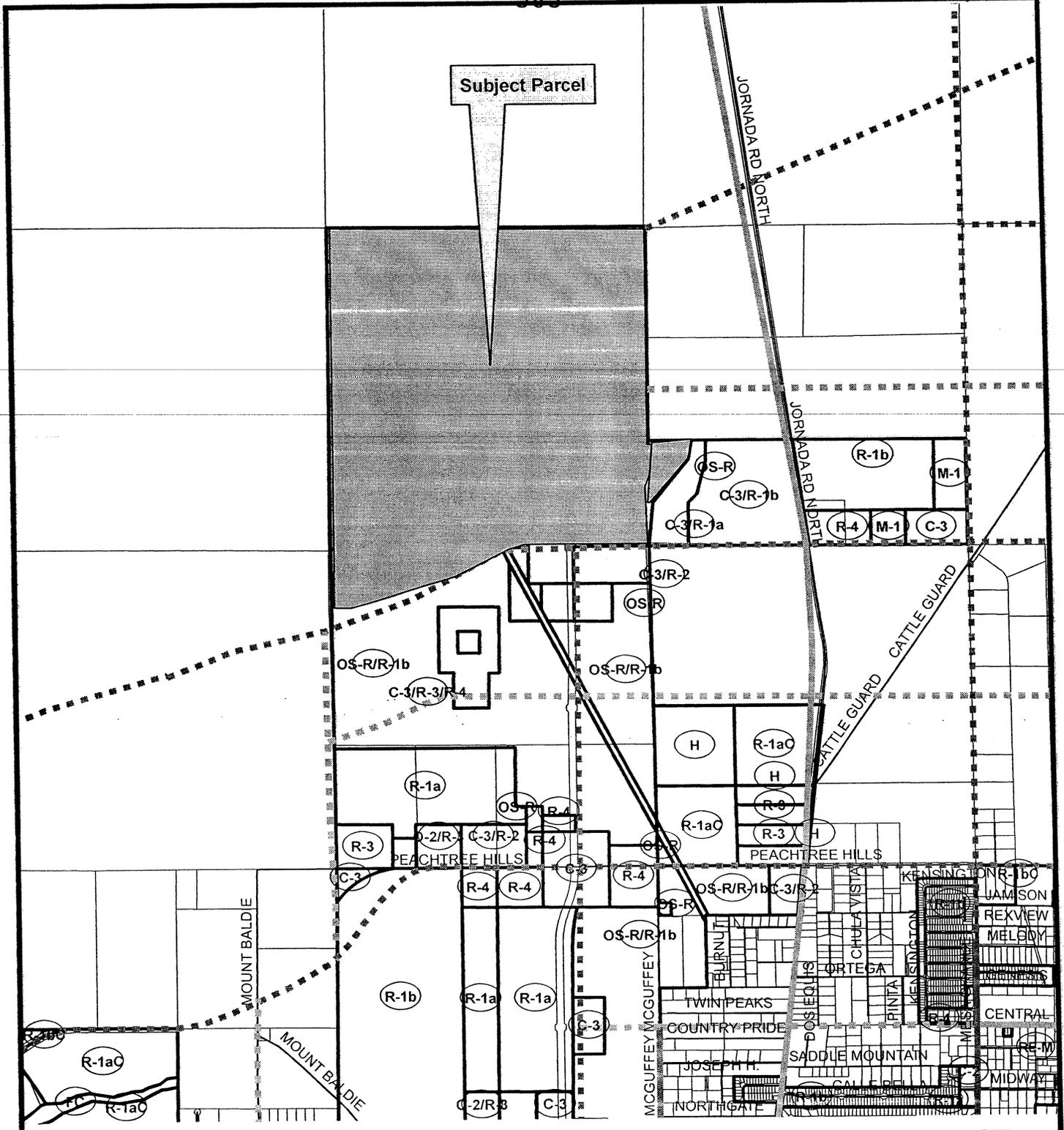
44
45 Montoya: Okay. We met with the developer and the engineer right before the
46 holidays and the Utility Operations Engineer approved this concept
47 plan and the PUD amendment yesterday. Those conditions will be

- 1 forwarded to the Engineer and to Community Development. So with
2 that we approve both the site plan and PUD amendment.
3
- 4 Rodriguez: Okay. Public Works?
- 5
- 6 Diaz: Claudia Diaz for Public Works. Matt, I still have some comments
7 regarding the water harvesting. I just finished reviewing this and as I
8 stated before Public Works is not actually in favor of your water
9 harvesting idea and concept because we understand it will help the
10 overall drainage but we've talked about this as far as you're not
11 getting any credit for it and it is not used as the main way to manage
12 the runoff. You have the regional ponds and then you have on-lot
13 ponding for the multi-family and the commercial site. But there's still
14 some wording on the concept plan that worries us and on the
15 drainage report as far as when you're talking about water harvesting
16 there's still language to, for example, I'll just read this off of page 7 on
17 the drainage report: *and example of on-lot ponding with the elastic*
18 *pond is provided in the appendix.* So you are still utilizing the word
19 "on-lot" ponding but if you look in the appendix you're using it for
20 "water harvesting."
21 So, that is the main worry in the future that whoever is reviewing
22 the construction drawings has a concept that there is an on-lot pond
23 somewhere on that lot but it is not a true on-lot pond. It is a water
24 harvesting, either swale or tanks or whatever form will be used. So
25 we're still concerned about that.
26 On the final site plan as well, sheet F-9, still using the wording
27 "required ponding: all developments shall pond rain water at a rate of
28 whatever it may be ... on. On-lot ponding or regional ponding can be
29 used to address this requirement." Again, I believe you are talking
30 about water harvesting there. Correct?
31
- 32 Kenney: I think in the land uses that we use that we are talking commercial
33 and multi-family applications that would be an on-lot pond similar to
34 the on-lot ponding that you have in other developments, the multi-
35 family and commercial. Matt Kenney with DVI.
36
- 37 Diaz: Okay, I can see that.
38
- 39 Kenney: But we're more than willing to sit down and work on the wording. It is
40 our intention to provide regional ponding and large on-lot ponds with
41 commercial multi-family that will address the increase in runoff
42 consistent with Design Standards. If we've missed some wording
43 somewhere and we need to clean it up that's perfectly fine. If there's
44 a way to set a condition that we work with Public Works and address
45 in the next week or so, if we can make that a condition of today's
46 approval we'd like to pursue that way.
47

- 1 Diaz: Yes. I'm open to that idea as far as condition because we talked
2 about it and it's just some wording and I don't want it in the future
3 when somebody opens up the drainage report and that's what should
4 be... and just a few clarifications. I know on the final site plan you say
5 to "see sheet G-1" but of the concept plan. So just some references
6 back and forth that I'd like to get cleared up so anybody looking at it
7 in the future knows exactly... "G-1? No, that's not in here. It's in the
8 concept plan that I need to go to and check what that requirement is."
9 That's it.
10
- 11 Rodriguez: Thank you. MPO?
12
- 13 Murphy: Tom Murphy, MPO, no outstanding issues.
14
- 15 Rodriguez: Facilities.
16
- 17 Johnston: Mark Johnston, Facilities. We did have a meeting and we're in
18 agreement with the public versus private space, the park land, the
19 open areas and the amenities. So we're in favor of this.
20
- 21 Rodriguez: Okay. Fire?
22
- 23 Dubbin: Mark Dubbin, Las Cruces Fire Department. We had a couple of
24 meetings with the developer and the five comments that we had have
25 been addressed by the developer as well as they can be on the
26 master plan. A lot of them will be addressed during preliminary plat
27 and construction phase but we're comfortable with the development.
28
- 29 Rodriguez: Okay. And Community Development, all the land uses and zoning
30 components have been resolved?
31
- 32 Ochoa: Correct. Adam Ochoa, Community Development. All of the
33 comments were addressed from review 2 and some suggestions
34 were also changed to it, as well, so Community Development's fine.
35
- 36 Rodriguez: Great. Matt, do you have anything else to offer?
37
- 38 Kenney: No, thank you.
39
- 40 Rodriguez: Okay.
41
- 42 Diaz: Wait! I would like to just make a comment. You mentioned on the
43 preliminary plat but there would be no preliminary plat. It would go to
44 final plat from here on. I just wanted to make that...
45
- 46 Rodriguez: The final site plan would function normally as a preliminary plat so
47 the next phase would be the final plat and I know a lot of Fire's

1 comments can be resolved at the final plat and construction drawing
2 stage.
3
4 Dubbin: I'm comfortable with that.
5
6 Rodriguez: Do I have a motion to approve the concept plan for Metro Verde with
7 the condition that all outstanding issues with Public Works be
8 resolved prior to the Planning and Zoning Commission meeting on
9 January 26th?
10
11 Murphy: So moved. Tom Murphy, MPO.
12
13 Dubbin: Second. Mark Dubbin.
14
15 Rodriguez: All those in favor?
16
17 Members: Aye.
18
19 Rodriguez: None opposed. Do I have a motion to approve the final site plan for
20 the Metro Verde Planned Unit Development?
21
22 Murphy: So moved. Tom Murphy, MPO.
23
24 Montoya: Second. Meei Montoya.
25
26 Rodriguez: All those in favor?
27
28 Members: Aye.
29
30 Rodriguez: None opposed. Then this will be forwarded to the Planning and
31 Zoning Commission January 26th.
32
33 Kenney: Thank you very much.
34
35 **IV. ADJOURNMENT (9:21 am)**
36
37 Rodriguez: Do I have a motion to adjourn?
38
39 Montoya:: Motion to adjourn.
40
41 Johnston: Second.
42
43 Rodriguez: We are adjourned.
44
45 
46 Cheryl Rodriguez
47 Chairperson

Subject Parcel

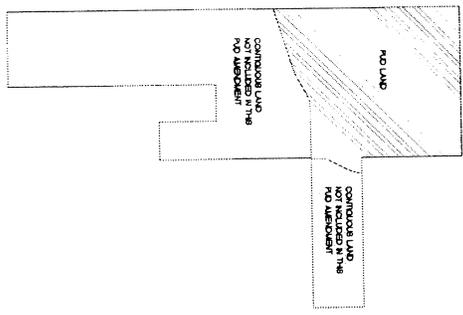
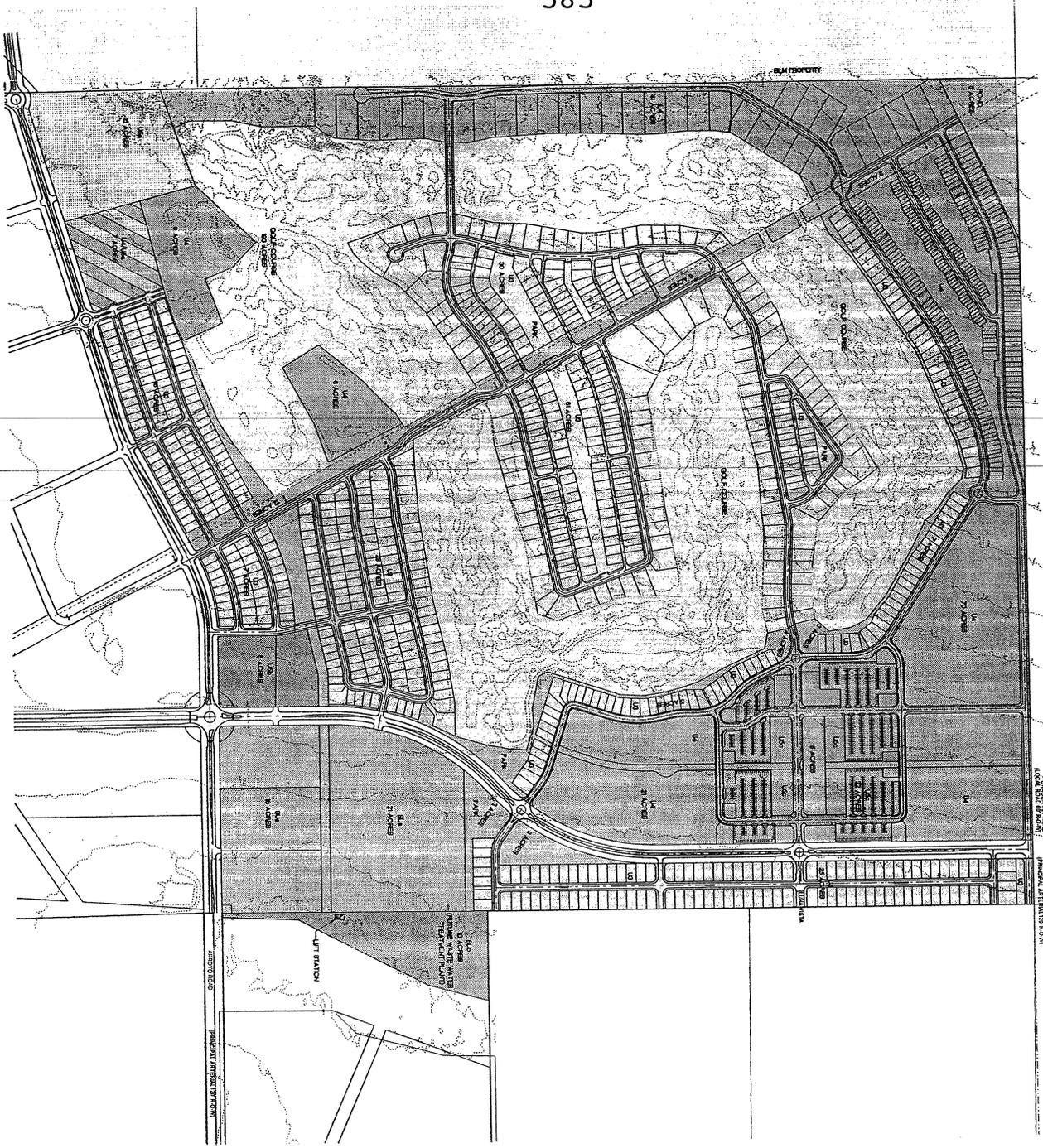


CASE NO. PUD-09-08/PUD-09-09
PARCEL: 02-03676
OWNER: BECK PROPERTIES LLC
ADDRESS: 3115 N MAIN ST
ZONING: C-2



This map was created by Community Development to assist in the administration of local zoning regulations. Neither the City of Las Cruces or the Community Development Department assumes any legal responsibilities for the information contained in this map. Users noting errors or omissions are encouraged to contact the Community Development Department at (505) 528-3043.

Community Development Department
 575 S Alameda Blvd.
 Las Cruces, NM 88001
 (505) 528-3222



COLOR	LAND USE	ACREAGE
[Hatched]	U1 SUB-URBAN	179 ACRES
[Solid]	U2 CENTRAL URBAN	190 ACRES
[Dotted]	U3 RECREATION CENTER	19 ACRES
[Horizontal Lines]	U4 URBAN CENTER	6 ACRES
[Vertical Lines]	U5 VILLAGE CENTER	37 ACRES
[Diagonal Lines]	U6 BUSINESS PARK	37 ACRES
[Cross-hatch]	U7 OPEN SPACE	193 ACRES
[White]	U8 OPEN SPACE	44 ACRES

ALL ACRES ARE APPROXIMATE AND MAY BE ADJUSTED WITH FINAL DESIGN.
SEE SHEET C2 FOR LAND USE INFORMATION.

CONCEPT PLAN
(W/ LAND USE DESIGNATIONS)



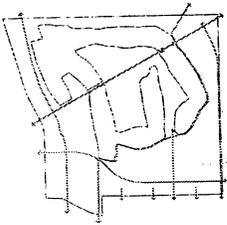
GENION VENTURES, INC.
7800 AMERICAN BLVD
SUITE 200
DALLAS, TEXAS 75238
TEL: 214.343.8888
WWW.GENIONVENTURES.COM

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
GENION VENTURES
NEW CRYSTAL
NEW MEXICO
DATE ISSUED
SUBMITTED 5/20/2010
SUBMITTED 5/20/2010

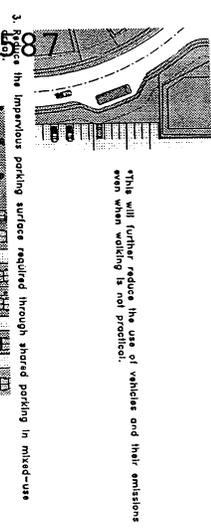
SUSTAINABILITY CONCEPTS

ENERGY
1. The high-density, clustered, mixed-use development that reduces energy consumption and encourages walking and biking.

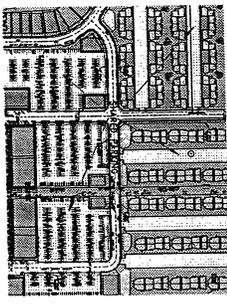
TRANSPORTATION
1. Incorporate within Metro Verde a network of walking systems that include the Promenade Park, the multi-use trails, and sidewalks that encourage leaving the car at home.



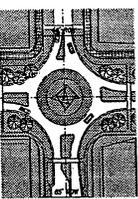
2. Work with the City to establish transit (bus) stops in the short-term and alternate connection for future mass transit.



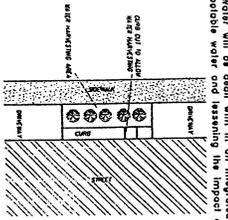
3. Provide the impervious parking surface required through shared parking in mixed-use areas.



4. Use of roundabouts will improve traffic safety and capacity, as well as reduce pollution and fuel use.



WATER CONSERVATION
1. Water will be dealt with in an integrated manner that involves both reducing the use of potable water and lessening the impact of storm water on natural systems.



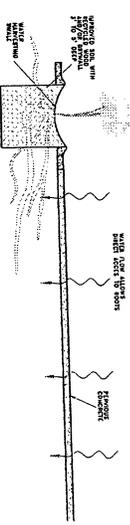
Drivers will help stem the tide of water pollution by becoming more conscientious about their driving habits. When drivers don't exist, water will be installed to help prevent the same.

2. Reduce the use of potable water through landscape, the primarily native low-water-use plants. This will be accomplished by restricting the types of trees through community and developer installation.

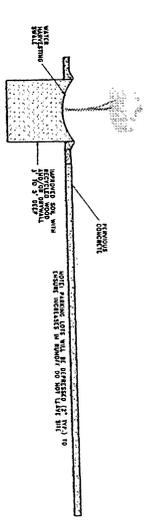
3. Use primarily sub-surface irrigation, and eliminate irrigation where possible, by using pervious pavements, micro-ponding, and rain shut-off controls.

4. Pervious pavements in parking lots will be required within the Village Plaza and adjacent UA areas including the Village Plaza structures. This includes water harvesting for irrigation, landscaping of pervious parking lots will be irrigated in part through the use of water harvesting and pervious pavements. Commercial buildings may install irrigation systems.

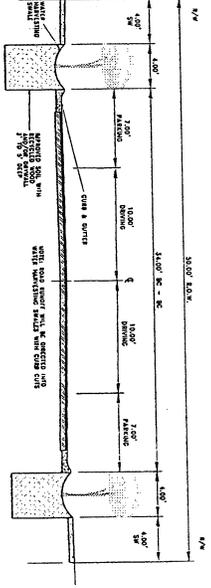
5. Pervious pavements in parking lots will be required within the Village Plaza and adjacent UA areas including the single-family lots. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table.



6. Pervious pavements in parking lots will substantially reduce storm runoff, but landscape areas will also act as micro-ponding to reduce storm runoff to benefit landscaping and further eliminate or reduce runoff.

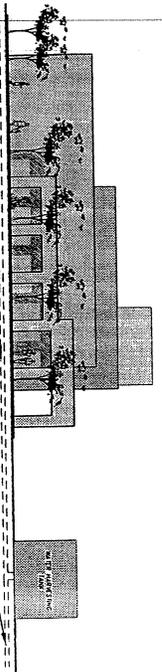


7. Local public streets will be designed with swales between the curb and sidewalk that will be landscaped and benefit from street runoff. These micro-ponds will reduce and filter runoff, while excess major storm runoff will be collected and ponded in a traditional manner.



8. Weed barriers shall not be used within Metro Verde. This will reduce the use of a hydrocarbon material and greatly increase the permeability of water into the soil.

9. Water will be harvested from building rooftops within the Plaza and stored in tanks to be used for irrigation of the Plaza and Promenade Park. Roofs to be harvested will be of white, smooth, single-ply construction. A collection tank will be incorporated in the Plaza and used to reduce the public on the green aspects of Metro Verde.

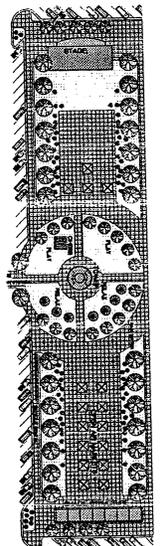


10. The developer will cooperate with the City's water reclamation project for future connections between irrigation systems and the City wastewater treatment facility.

WASTE REDUCTION

1. The developer will ensure the availability of local on-site recycling services that will reduce waste material from construction. These recycled materials will be used in new construction where possible, provided in the City of Los Angeles. Contractor providing recycling services will be required to coordinate with the City of Los Angeles solid waste collection services.

2. Recycling centers will be located throughout Metro Verde that will be convenient for residents to use. The developer will provide land and resources and the City will maintain and operate the centers.



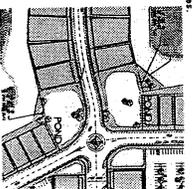
RECREATION

1. Provide Village Plaza for gathering and social interaction that is accessible by walking for many.

2. Create sustainable presence in Plaza and Promenade Park by showcasing water harvesting and renewable energies (passively photovoltaic and wind). Also incorporate recycled materials for park benches and equipment. A sustainable museum/demonstration house may be built.

3. Pervious pavement and substantial number of trees will be used in the Village Plaza, major parking lots, and the Promenade Park to help reduce the heat-island effect.

4. Connectivity of pedestrian and vehicular systems within Metro Verde and to adjacent development will help reduce travel distances.



*Overall there are multiple points of connection to the adjacent properties

5. Main pedestrian circulation paths will be well lit for safety and will meet City Night Sky Requirements.

6. Solar-orient consideration will be required with design of individual structures including limiting west-facing windows and appropriate screening of south-facing windows.

GREEN BUILDING

Metro Verde will encourage cost-effective and sustainable building methods including conservation of fossil fuels, water, and other natural resources. The following are elements that are required or recommended. All elements listed below are allowed in Metro Verde unless they are not addressed by City codes.

- Required Elements:**
- Construction debris recycled
 - Water conservation devices used
 - Color of fluorescent bulbs included where possible
 - 90% Energy-efficient appliances or better
 - Low-water consumption fixtures
 - Low-water consumption fixtures
 - Energy-efficient HVAC (14 SEER or Energy Star rating)
 - 8-19 wall insulation and R-38 ceiling insulation or better
 - High-efficiency lighting fixtures
 - High-efficiency lighting fixtures
 - Programmable thermostats
 - Single-ply white reflective roofs for all flat roofs

Recommended Elements:

- Recycled content building materials (i.e., recycled flooring)
- Structural wood and framing alternatives
- Water-efficient water fixtures
- Recycled medical insulation
- Recycled/recovery ventilators
- Low-voltage lighting
- Storm-water collection (i.e., photovoltaic)
- Low-voltage organic compounds (See Sheet C2 below Land Use Table)
- Wind turbines in public spaces (See Sheet C2 below Land Use Table)
- Innovative design and construction of commercial interiors
- Water harvesting from single-family roof and pavement areas for individual landscape irrigation



PREPARED FOR
BRIGHT VIEW LAND CO.
NEW
MEXICO

DATE	PROJECT
02/07/09	ESSENTIAL 4
07/24/09	SUBMITTAL 1
02/02/09	SUBMITTAL 2
02/02/09	SUBMITTAL 3



DESIGN VENTURES, INC.
10000 W. CENTRAL EXPRESS
SUITE 100
DENVER, CO 80231
TEL: 303.733.0001
WWW.DVINC.COM



00375651

VILLAGE CENTER URBAN DESIGN ELEMENTS

SHARED PARKING - MIXED-USE AREAS: 3-TIERED APPROACH:

SHARED PARKING USES WILL USE PARKING AT DIFFERENT TIMES OF THE DAY AND WEEK (I.E. OFFICE DURING WEEKDAYS AND RESTAURANT NIGHTS AND WEEKENDS) AND THE SECOND IS THE OFFICE-DURING-PRENOON THAT A SINGLE SITE IS EVALUATED AND DECIDED THAT PARKING LAND USES WITH SUFFICIENCY WITH LESS THAN THE PROVIDED NUMBER OF SPACES. ADDITIONAL BUILDING AREA AND A REDUCTION OF PARKING SPACES PER UNIT MAY BE APPROVED BY STAFF. THE SHARED PARKING APPROACH FOR METRO VERDE IS AS FOLLOWS:

TIER 1 - OFF-STREET PARKING WITH MIXED-USE BUILDINGS (I.E. PARKING LOTS AND STRUCTURES)

SHARED PARKING SHALL BE PROVIDED WITHIN THE PARKING LOT OF THE MIXED-USE CENTER. PARKING WITHIN THE MIXED-USE CENTER SHALL TREAT ALL PARKING AS SHARED AND MAY BE COMMON EXCEPT FOR RESERVED PARKING. USE OF ALL PARKING IS ENFORCED BY THE SHARED RESERVED FOR SPECIFIC TENANTS. RESERVED PARKING WILL BE ENFORCED BY THE SHARED RESIDENTIAL AREAS.

TIER 2 - ON-STREET PARKING

A MINIMUM OF 400 ON-STREET PARKING SPACES SHALL BE PROVIDED WITHIN METRO VERDE. PARKING SPACES SHALL BE PROVIDED NEAR THE PLAZA AND PARALLEL PARKING ALONG CURVES IN RESIDENTIAL AREAS.

TIER 3 - SHARED PARKING WITH ADJACENT RESIDENTIAL AREAS

THAT ARE DESIGNATED FOR MULTI-FAMILY (I.E. CONDOMINIUMS OR APARTMENTS) USES SHALL PROVIDE 1.0 PARKING SPACES PER UNIT. ONE SPACE MAY BE RESERVED FOR RESIDENTS. REMAINING SPACES SHALL BE GARAGES AND PROVIDED AT LEAST ONE-HALF ENCLOSED PARKING SPACE PER UNIT WILL BE PROVIDED FOR SHARED PARKING WITH THE VILLAGE CENTER.

LIGHTING:

EXTERIOR LIGHTING AT METRO VERDE SHALL ADHERE TO THE OUTDOOR LIGHTING ORDINANCE. THE FOLLOWING ARE GENERAL LIGHTING LEVELS FOR SITE ILLUMINATION DESIGN.

POTENTIAL WAYS	AVERAGE LUX/AMBERS (LD)
COMMERCIAL	0.00
RESIDENTIAL	0.05
PEDESTRIAN WAYS	0.05

THE USE OF DECORATIVE LIGHTING FIXTURES THROUGHOUT METRO VERDE MAY BE CONSIDERED AND, IF SO, WILL BE COORDINATED WITH CITY STAFF IN GENERAL, EVEN THOUGH THE THROUGHWAYS, STREET LIGHTING POLES AND FIXTURES WILL BE LIMITED IN HEIGHT TO 11 FEET.

SHOPS AND GRAPHICS:

SHOPS AND GRAPHICS HELP CREATE THE CHARACTER OF A COMMUNITY. WELL-DESIGNED AND SIGNS AND GRAPHICS CAN PRODUCE AN ATTRACTIVE IMAGE AND GIVE A SENSE OF ORIENT TO THE COMMUNITY. DURING PRELIMINARY DESIGN, REQUIREMENTS FOR SIGNAGE WILL BE LIMITED TO INCLUDE THE FOLLOWING:

1. TRAFFIC SIGNS WILL FOLLOW GOVERNING STANDARDS.
 2. SIGNAGE SYSTEM GRAPHICS WILL BE DEVELOPED FOR INFORMATIONAL AND DIRECTIONAL.
 3. ENTRY MARKERS/NOUVEAUX WILL BE DESIGNED AT MAJOR ENTRIES, INCLUDING THE CENTER OF ALL ROUNDABOUTS.
 4. A WALLMUR SIGN FOR METRO VERDE WILL BE DEVELOPED THAT IS EASILY IDENTIFIABLE AND USABLE FOR SIGNEE, LOGOS, AND MESSAGES.
 5. WITHIN THE CORE AREA OF THE VILLAGE CENTER, INDIVIDUAL BUILDING AND TENANT SIGNAGE WILL BE RESTRICTED TO BUILDING-MOUNTED SIGNAGE THAT MEETS THE CITY'S SIZE REQUIREMENTS FOR COMMERCIAL AND INDUSTRIAL ZONES (SEC. 35-60). PROTECTING BUILDING-MOUNTED SIGNS, WHETHER ALL OF THE SIGNAGE IS LIGHTING OR FLASHING OR MOVING SIGNS, NEON LIGHTING AND INDIVIDUALLY BACK-LIT LETTERS ARE APPROPRIATE.
- BALCONIES, CANOPIES, AND OVERHANGS**
HANGING CANOPIES, PROTECTED OVERHANGS, AND SMALL BALCONIES ARE ALLOWED AND ENCOURAGED FOR ALL BUILDINGS IN THE VILLAGE PLAZA. THESE PROTECTIONS MAY EXTEND UP TO 4' INTO THE SETBACK FOR SHADE AND RAIN COVER.
- DECORATIVE CORNICHS AND OTHER DESIGN DETAILS** MAY EXTEND 1' INTO THE 10' SETBACK.

DOORS AND WINDOW PLACEMENT:

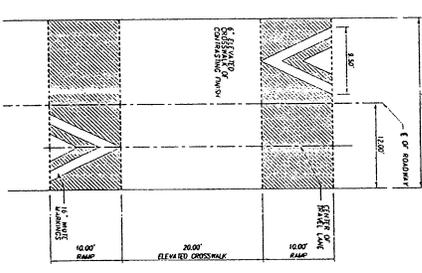
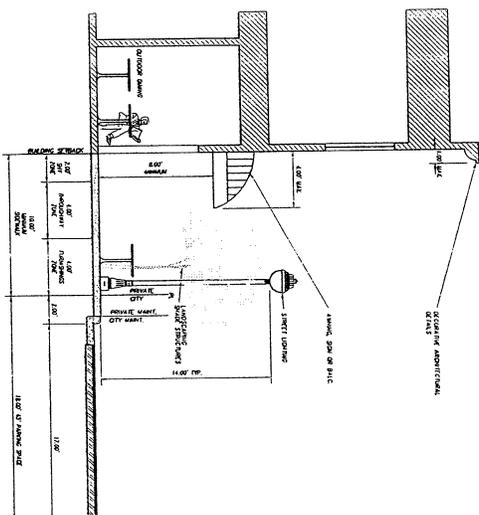
LARGE AREAS OF DOORS AND WINDOWS ARE ENCOURAGED ON THE GROUND FLOOR WHERE PROFESSIONAL MARKERS SHOULD BE AT STREET LEVEL AND DISPERSED ALONG THE FACE OF THE BUILDING AND NOT GROUPED INTO COMMON ENTRIES.

SITE FURNISHINGS:

SITE FURNISHINGS PROVIDE THE HUMAN AMENITIES OF A SITE: PLACES TO SIT, GET A DRINK OF WATER, PARK A BICYCLE AND WAIT FOR A BUS. FURNISHINGS WILL BE SELECTED WITH SUSTAINABILITY AND SITE UNIFORMITY IN MIND. UNIFORMITY IN MATERIALS AND FORMS WILL BE MAINTAINED FOR FRESHENING PARKERS. SEE DETAIL THIS SHEET.

10. PRINCIPLES FOR DEVELOPING SUCCESSFUL TOWN CENTERS:

1. CREATING A VIBRANT PUBLIC PLACE THAT WILL INCLUDE AN OBSERVATION TOWER, STAGE, METRO VERDE INCLUDES A 2-3-LEVEL CONCRET HARBOUR, LANDSCAPING, LEISURE ZONES, PLAZAS, AND SHADE STRUCTURES. THE PLAZA CAN BE USED FOR COMMUNITY EVENTS RANGING FROM CONCERTS TO FARMER'S MARKETS. FROM 4TH OF JULY PARADES TO SCHOOL FIELD TRIPS.
2. RESPECT MARKET REALITIES IT IS IMPORTANT TO PROVIDE A VARIETY OF HOUSING THAT WILL APPEAL TO THE TYPICAL US CHOCEN. HOUSING WILL BE REASONABLY PRICED FOR THE LOCAL MARKET.
3. SHARE THE RISK. SHARE THE REWARD SOME PUBLIC INFRASTRUCTURE WHEN METRO VERDE MAY BE CONSTRUCTED USING A PUBLIC IMPROVEMENT DISTRICT (PID) AT NO NET COST TO THE CITY.
4. PLAN FOR DEVELOPMENT AND FINANCIAL COMPLETION QUALIFIED DEVELOPERS/BUILDERS WILL BOND TO THE CITY TO METRO VERDE FOR COMPLETION OF EVENING FROM SINGLE-FAMILY HOMES TO THE STORE MIXED-USE BUILDINGS.
5. INTEGRATE MULTIPLE USES A VARIETY OF USES, INCLUDING RESIDENTIAL, RETAIL, OFFICE, METRO VERDE ENTERTAINMENT. THE RESIDENTIAL USES WILL BE MIXED WITH SINGLE-FAMILY AND MULTI-FAMILY UNITS, INCLUDING PAID HOMES, TOWNHOUSES, APARTMENTS, AND CONDOMINIUMS.
6. BALANCE FLEXIBILITY WITH A LONG-TERM VISION DENSITY IS OFTEN CONSIDERED NEGATIVELY BY THE PUBLIC. DENSITY OFFERS MANY BENEFITS, INCLUDING LAND CONSERVATION, REDUCING THE ROAD NETWORK, AND PROVIDING THE NECESSARY POPULATION BASE FOR THE VILLAGE CENTER.
7. CAPTURE THE BENEFITS THAT DENSITY OFFERS DENSITY IS OFTEN CONSIDERED NEGATIVELY BY THE PUBLIC. DENSITY OFFERS MANY BENEFITS, INCLUDING LAND CONSERVATION, REDUCING THE ROAD NETWORK, AND PROVIDING THE NECESSARY POPULATION BASE FOR THE VILLAGE CENTER.
8. CONNECT TO THE COMMUNITY ALTHOUGH METRO VERDE IS AT THE OUTER BOUNDARIES OF THE CITY LIMITS, EVERY EFFORT IS BEING MADE TO ENSURE THAT NEIGHBORS FEEL CONNECTED TO THE NORTH, SOUTH, AND EAST. CITY PLACES, PEDESTRIAN CONNECTIONS ARE PROVIDED TO THE NORTH, SOUTH, AND EAST. CITY BUS STOPS ARE INCORPORATED, AND ALL CONNECTIONS ARE FOR PUBLIC USE.
9. INVEST FOR SUSTAINABILITY SUSTAINABILITY IS PROVIDING FOR THE NEEDS OF TODAY WITHOUT HURTING THE NEEDS OF THE FUTURE. METRO VERDE WILL BE BUILT TO LAST. SUSTAINABILITY IS A PRIMARY GOAL OF METRO VERDE, AND AN ENTIRE SHEET OF THE PID IS DEDICATED TO SUSTAINABILITY. SEE SHEET C3.
10. COUNT ON INTENSIVE ON-SITE MANAGEMENT AND PROGRAMMING ESPECIALLY IN THE VILLAGE CENTER TRASH CLEANUP AND LANDSCAPING MAINTENANCE. CONCRETE PARKING LOTS WILL REQUIRE MAINTENANCE TO ENSURE AGAINST COOKING FOR DRAINAGE. BUILDINGS WILL REQUIRE UPKEEP AS WELL.

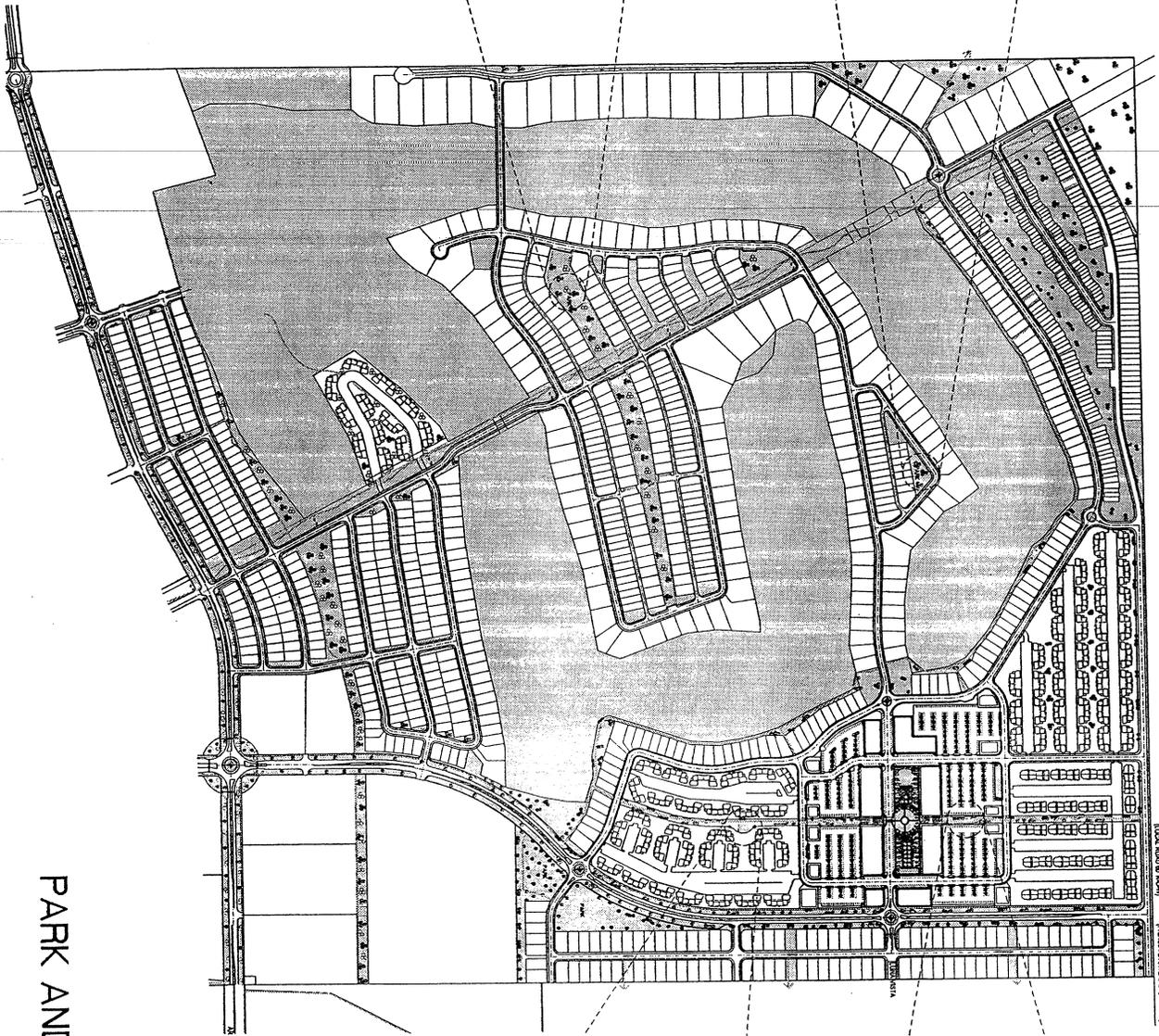
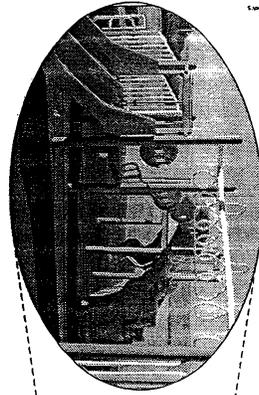
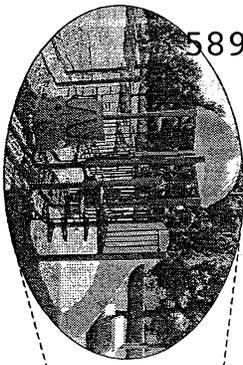


PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS VEGAS, NEVADA
DATE: 07/26/09
DATE: 07/26/09
DATE: 07/26/09
DATE: 07/26/09

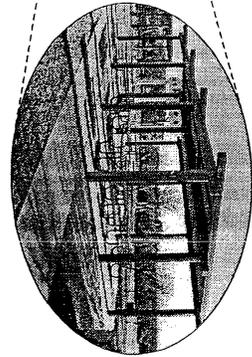
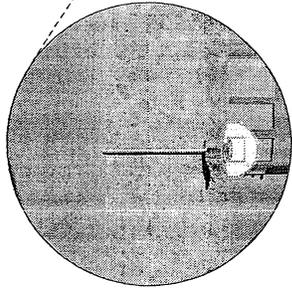
PROJECT: METRO VERDE
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 07/26/09

C4
DALLAS

589



SECTION 57 BLOCK
LOCAL ROAD 57 BLOCK
SECTION 41 BLOCK
LOCAL ROAD 41 BLOCK



THE GREEN AREAS SHOWN
COMBINE TO PROVIDE A TOTAL
OF 287 ACRES OF
RECREATIONAL OPEN SPACE.

THE PICTURES PRESENTED ARE INTENDED FOR REPRESENTATION OF A CONCEPT AND NOT TO RESTRICT THE FINAL DESIGN TO THE IMAGES OR COORDINATE THEREIN IN THESE IMAGES.

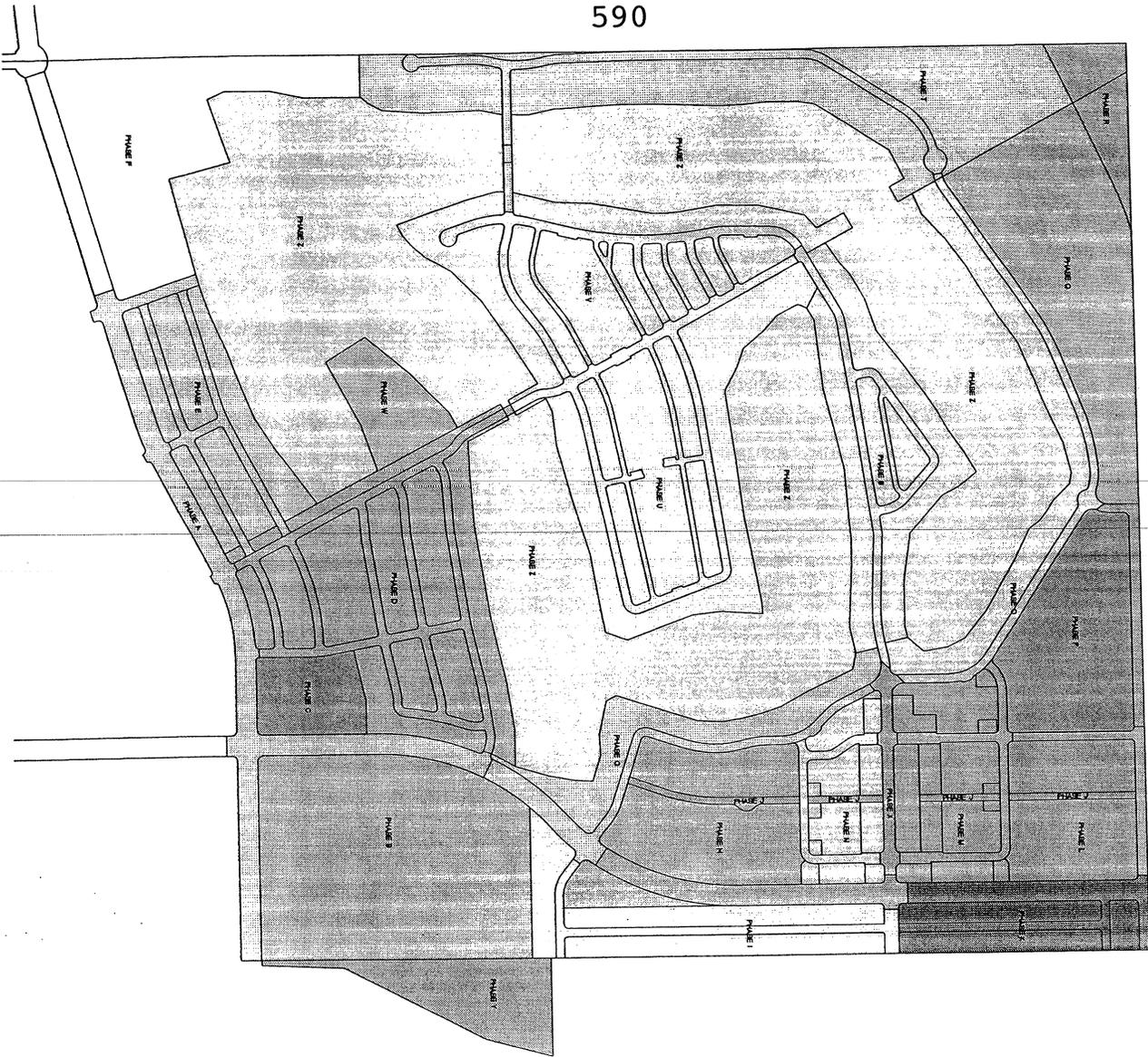
OVERALL PARK, OPEN SPACE, AND TRAIL SYSTEMS, INCLUDING TO LANDSCAPED COMMON AREAS, ARE CONCEPTUAL AND SUBJECT TO THE DETERMINATION OF THE CITY FACILITIES DIRECTOR. ONLY THE DETERMINATION OF THE CITY FACILITIES DIRECTOR, ONLY, DETERMINATION OF THE ASSESSMENT OF PARK IMPACT FEES, DEVELOPMENT OF SAID PARK, OPEN SPACE, TRAILS, AND TRAIL SYSTEMS, INCLUDING TO LANDSCAPED COMMON AREAS, AND THE DETERMINATION OF THE CITY FACILITIES DIRECTOR SHALL BE SPECIFICALLY DEFINED AS A PART OF THE FINAL PLAN SUBMITTED TO THE CITY FACILITIES DIRECTOR AND IS SUBJECT TO APPROVAL BY THE CITY FACILITIES DIRECTOR AND/OR DESIGNER.

PARK AND TRAIL PLAN
NORTH
SCALE: 1" = 300'

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
LAS CRUCES
NEW MEXICO
DATE: 04/06/08
DESIGNED: SUBMITTAL 1
CHECKED: SUBMITTAL 2
DRAWN: SUBMITTAL 3

GENION VENTURES, INC.
1280 Westwood Avenue
Las Cruces, NM 88001
Tel: 505.253.5100
Fax: 505.253.5101
www.genionventures.com

CS
DESIGN



PHASING LEGEND

COLOR	PHASE	DESCRIPTION	ACREAGE	ALLOWABLE RANGE	PROBABLE BUILDOUT
[Color]	PHASE A		16.19 AC	631-1882 UNITS	1260 UNITS
[Color]	PHASE B		41.78 AC	1,000,000-1,020,000 UNITS	2,000,000 UNITS
[Color]	PHASE C		6.68 AC	17,288 UNITS	188 UNITS
[Color]	PHASE D		43.00 AC	1,527,572 UNITS	3,055,144 UNITS
[Color]	PHASE E		172-1720 UNITS		192 UNITS
[Color]	PHASE F		18.61 AC	74-714 UNITS	736 UNITS
[Color]	PHASE G		28.68 AC	447-1174 UNITS	736 UNITS
[Color]	PHASE H		14.33 AC	35-413 UNITS	19 UNITS
[Color]	PHASE I		24.04 AC	84-981 UNITS	144 UNITS
[Color]	PHASE J		18.88 AC	17-254 UNITS	17 UNITS
[Color]	PHASE K		2.88 AC	0 UNITS	0 UNITS
[Color]	PHASE L		13.94 AC	55-299 UNITS	42 UNITS
[Color]	PHASE M		18.24 AC	84-448 UNITS	136 UNITS
[Color]	PHASE N		16.23 AC	102-528 UNITS	160 UNITS
[Color]	PHASE O		11.14 AC	50,711-574 UNITS	1,000,000 UNITS
[Color]	PHASE P		18.81 AC	67-872 UNITS	52 UNITS
[Color]	PHASE Q		20.25 AC	81-914 UNITS	497 UNITS
[Color]	PHASE R		28.31 AC	113-1132 UNITS	248 UNITS
[Color]	PHASE S		5.79 AC	0 UNITS	0 UNITS
[Color]	PHASE T		23.80 AC	93-337 UNITS	63 UNITS
[Color]	PHASE U		31.57 AC	109-1583 UNITS	317 UNITS
[Color]	PHASE V		41.59 AC	187-528 UNITS	142 UNITS
[Color]	PHASE W		34.67 AC	138-550 UNITS	109 UNITS
[Color]	PHASE X		6.88 AC	38-288 UNITS	146 UNITS
[Color]	PHASE Y		2.28 AC	0 UNITS	0 UNITS
[Color]	PHASE Z		16.03 AC	180	180
[Color]	PHASE AA		201.44 AC	2620-6700 UNITS	3200 UNITS
[Color]	PHASE AB		753.14 AC	3791-13327 UNITS	5732 UNITS
[Color]	TOTALS			1,885,500-1,750,000 UNITS	3,770,000 UNITS

PHASING PLAN

THE PHASING PLAN IS INTENDED TO GIVE FLEXIBILITY TO THE DEVELOPER TO RESPOND TO MARKET NEEDS. INDIVIDUAL BUILDINGS AND PORTIONS OF PHASES MAY BE DEVELOPED IN SMALLER SUPPHASES ADMINISTRATIVELY BY STAFF.

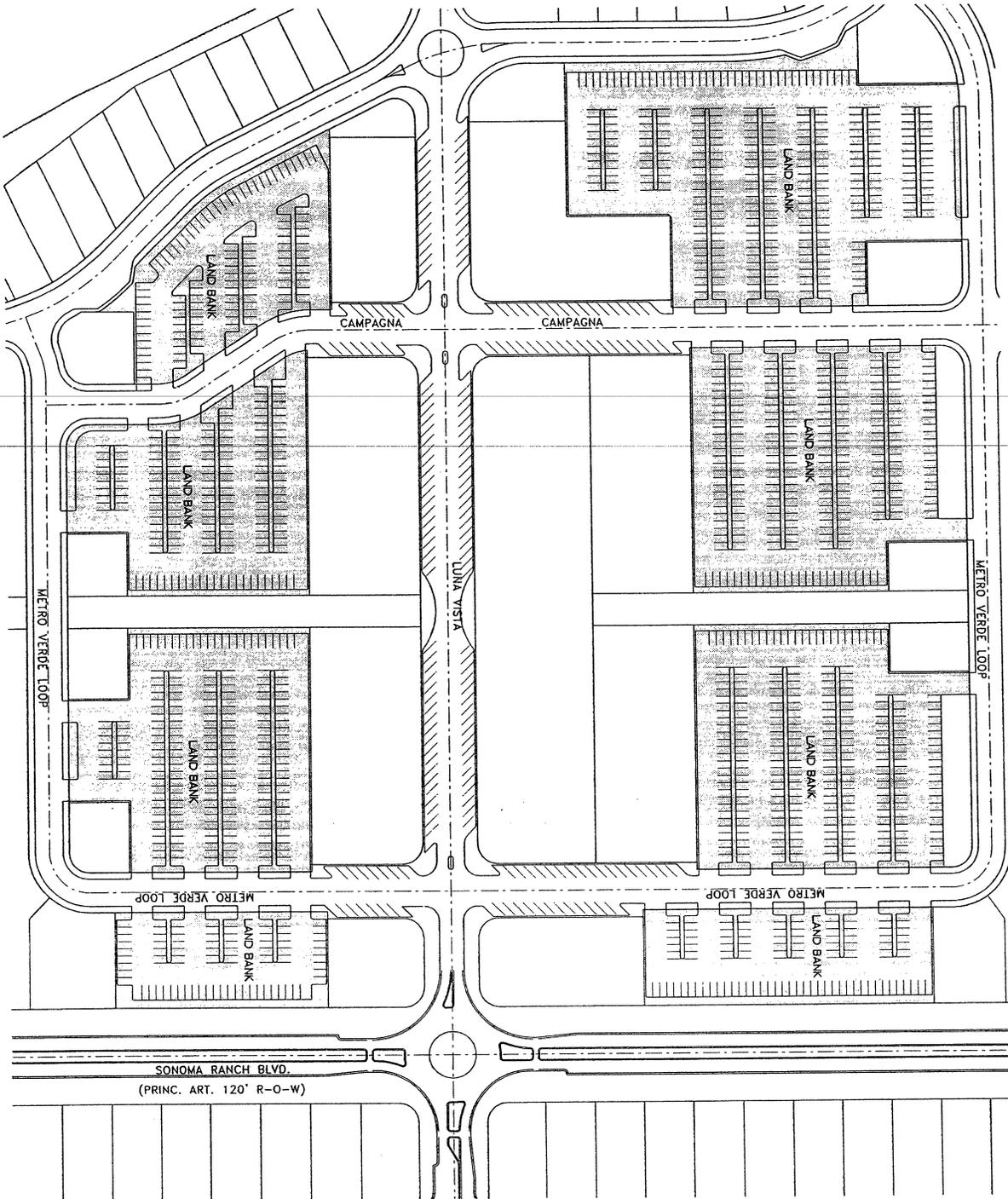
PHASES U-N CONSIST OF MIXED-USE BUILDINGS, AND BUILDOUT WILL BE BASED ON INDIVIDUAL BUILDING PERMITS. BUILDINGS CAN BE DEVELOPED AND OCCUPIED IN SMALLER SUPPHASES OF IMPROVEMENTS AND WILL BE BUILT WITH ADJACENT BUILDINGS. PORTIONS OF SONOMA RANCH BLVD. AND ARROYO ROAD WILL BE BUILT AS MIXED USE WITH ADJACENT DEVELOPMENT.

DATE	PHASE	DESCRIPTION
07/28/09	SUBMITTAL 1	
07/28/09	SUBMITTAL 2	
07/28/09	SUBMITTAL 3	

VERDE METRO
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 11555 CRENSHAW BLVD.
 LOS ANGELES, CA 90008

PHASING PLAN
 NORTH
 SCALE: 1" = 300'-0"





PARKING LOT LAND BANK PLAN
SCALE: 1" = 40'

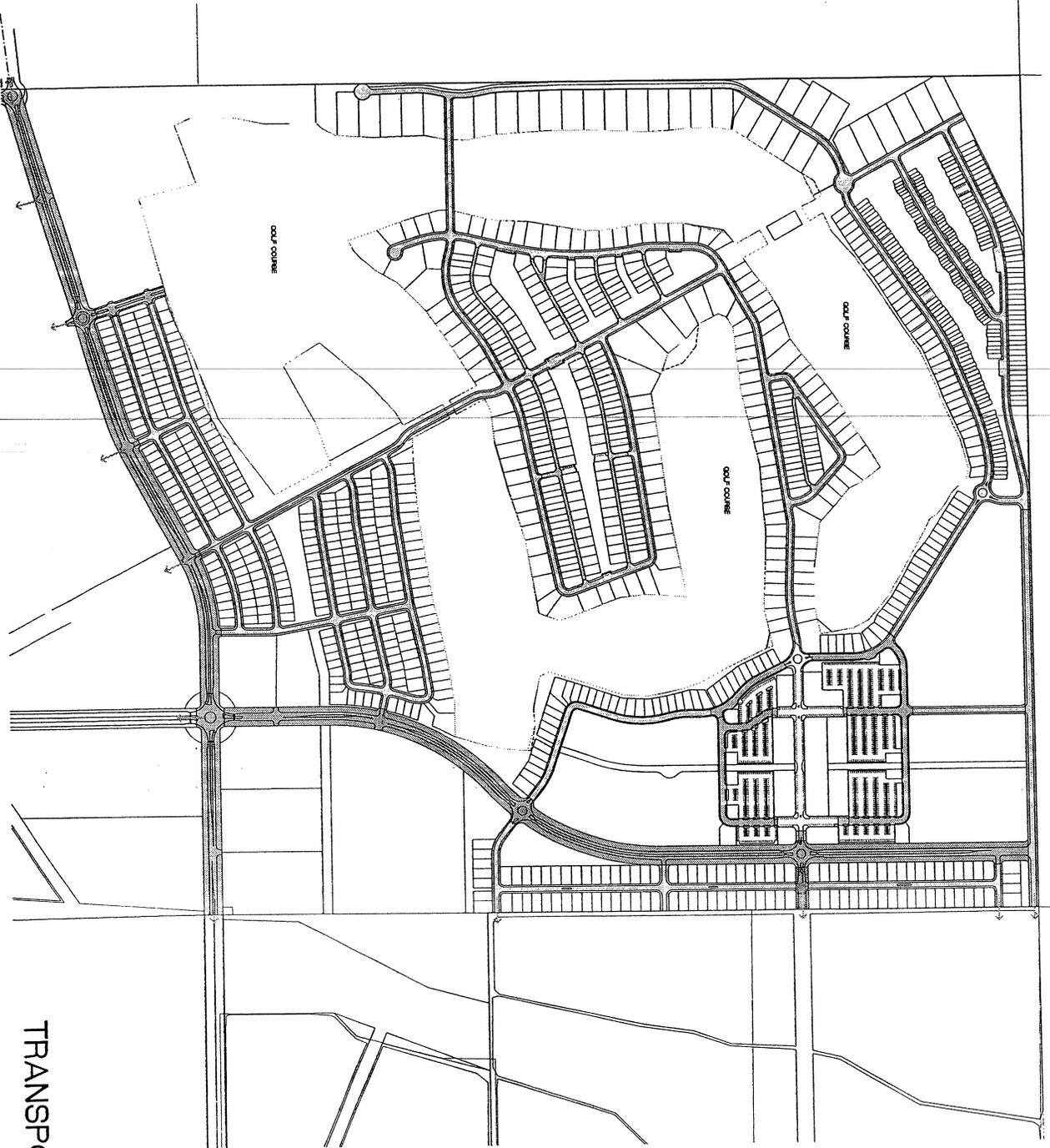
- PARKING LOT LAND BANK NOTES**
1. The parking lots in the Metro Verde Village Center shall be reserved in accordance with the provisions of the City of San Jose, California, and shall be used for open space (including sports, recreation, and other uses), community uses (e.g., outdoor seating, terraces, movie, and ground sitting), and parking (including temporary or permanent). All other uses shall be prohibited.
 2. The City of San Jose shall have the right to acquire the parking lots in the Metro Verde Village Center for public use.
 3. The City of San Jose shall have the right to acquire the parking lots in the Metro Verde Village Center for public use.
 4. The City of San Jose shall have the right to acquire the parking lots in the Metro Verde Village Center for public use.
 5. The City of San Jose shall have the right to acquire the parking lots in the Metro Verde Village Center for public use.
 6. The City of San Jose shall have the right to acquire the parking lots in the Metro Verde Village Center for public use.
- For additional information about available parking equipment please refer to the American Planning Association, 2005, THE LAND BANK AS A DEVELOPMENT STRATEGY, published by the American Planning Association, 2005, San Francisco, California.

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
THE AMERICAN PLANNING ASSOCIATION
LAS CRUCES
NEW MEXICO

DATE	ISSUED	REVISIONS	BY
10/15/10	10/15/10	10/15/10	10/15/10
10/15/10	10/15/10	10/15/10	10/15/10
10/15/10	10/15/10	10/15/10	10/15/10

DRAGON VALLEY, INC.
1000 S. GARDNER AVENUE
SUITE 200
LAS CRUCES, NM 87801
TEL: 505.251.1111
WWW.DRAGONVALLEY.COM

C7
03/28/11



STREET CROSS-SECTION LEGEND		
COLOR	CLASSIFICATION	CROSS-SECTION #
[Color swatch]	LOCAL (28'-34' BC-80)	1
[Color swatch]	LOCAL (34' BC-80)	2
[Color swatch]	LOCAL (40' BC-80)	3
[Color swatch]	LOCAL (47' BC-80)	4
[Color swatch]	PRINCIPAL ARTERIAL (50' BC-80)	5
[Color swatch]	PRINCIPAL ARTERIAL (50' BC-80)	6
[Color swatch]	PRINCIPAL ARTERIAL (50' BC-80)	7
[Color swatch]	ALLEY (20' BC-80)	8
[Color swatch]	LOCAL (40' BC-80)	9
[Color swatch]	LOCAL (44' BC-80)	10
[Color swatch]	LOCAL (47' BC-80)	11
[Color swatch]	LOCAL (50' BC-80)	12
[Color swatch]	LOCAL (58' BC-80)	13
[Color swatch]	LOCAL (68' BC-80)	14
[Color swatch]	LOCAL (78' BC-80)	15

NOTES: 1. ALL CROSS-SECTION NUMBERS REFERENCE THE CORRESPONDING TYPICAL STREET SECTIONS SHEET.
 2. FOR PEDESTRIAN PATHS, SEE THE PARK AND TRAIL PLAN.

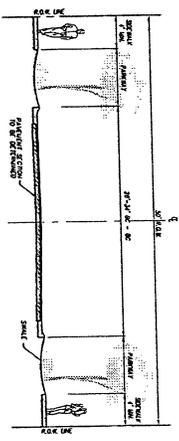
TRANSPORTATION PLAN
 SCALE: 1" = 300'-0"

PREPARED FOR
ERIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

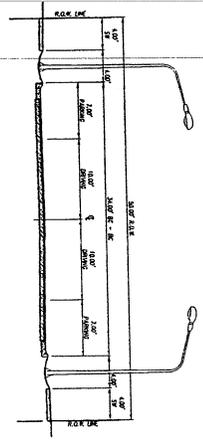
DATE PHASE
 07/20/09 SUBMITTAL 1
 07/14/09 SUBMITTAL 2
 07/20/09 SUBMITTAL 3

WV
 2100 North West Loop, Suite 100
 Fort Worth, Texas 76102
 Phone: 817.335.5135
 Fax: 817.335.5136
 www.wv-engineers.com

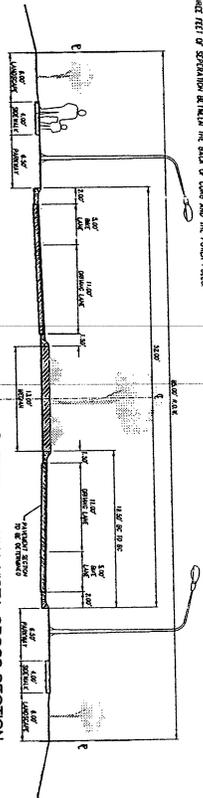
C8
 DIVISION



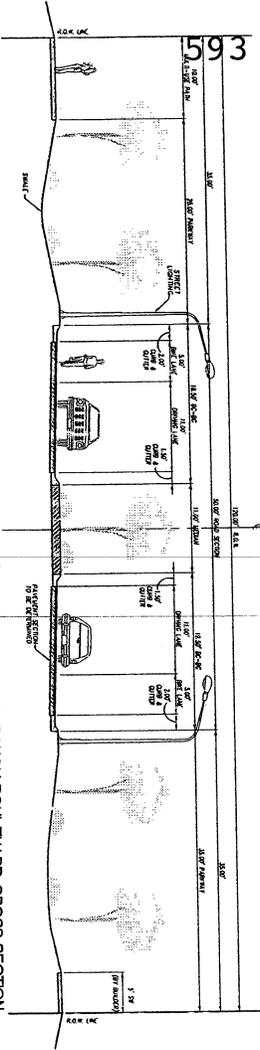
① TYPICAL 28-34' LOCAL STREET SECTION
SCALE: N15
NOTE: PARALLEL TO THIS ROAD WITH THE PORTICOES PLACING NUMBER OF FEET (E) OF SIDEWALK FROM THE CURB AND THE NUMBER FEET



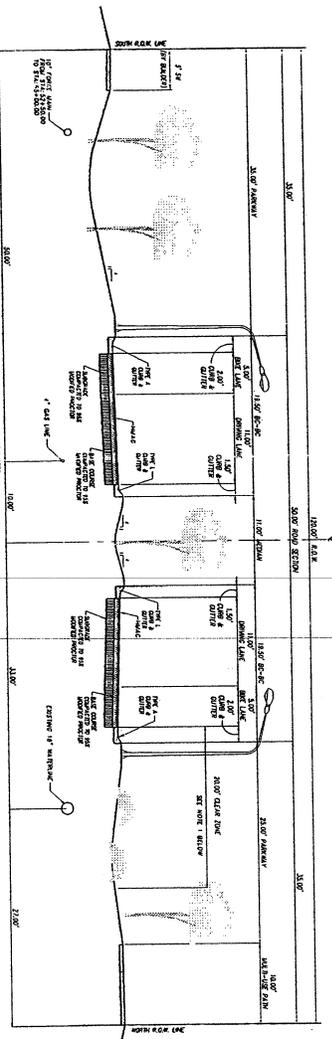
② TYPICAL 34' LOCAL STREET SECTION
SCALE: N15



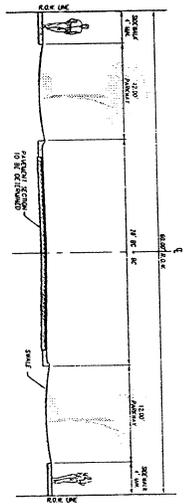
③ TYPICAL LUNA VISTA CROSS SECTION
EAST OF SONOMA RANCH BLVD
SCALE: N15



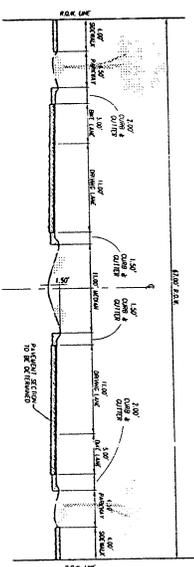
④ TYPICAL SONOMA RANCH BOULEVARD CROSS SECTION
NORTH OF ARROYO ROAD
SCALE: N15



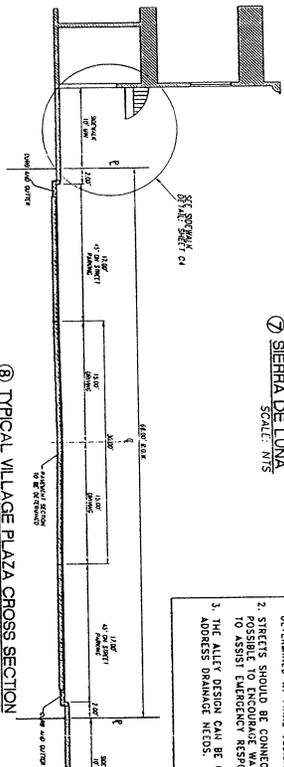
⑤ TYPICAL ARROYO ROAD CROSS SECTION
SCALE: N15



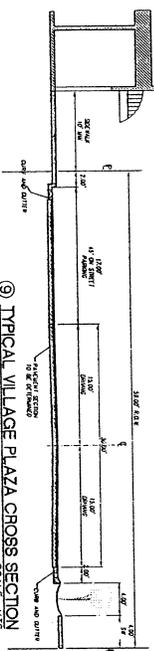
⑥ DRAGONFLY BLVD STREET SECTION
SCALE: N15



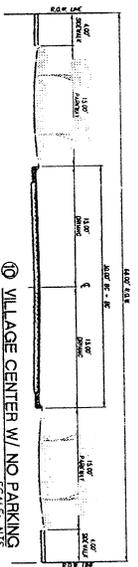
⑦ SIERRA DE LUNA
SCALE: N15



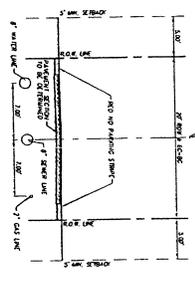
⑧ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: N15



⑨ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: N15



⑩ VILLAGE CENTER W/ NO PARKING
SCALE: N15



⑪ TYPICAL DEDICATED ALLEY SECTION
SCALE: N15
NOTE: COME FROM THE DRIVE TO DRIVE

STREET WIDTH GUIDELINES

ROW WIDTH	PAVEMENT WIDTH-STREET PARKING	NOT ALLOWED
20'	20'-24'	BOTH SIDES
24'	24'-28'	BOTH SIDES
28'	28'-34'	BOTH SIDES

- STREET GUIDELINE NOTES**
1. THE TYPICAL LOCAL STREET WIDTH FOR METRO VERDE SHALL BE 28'-34' BC-BG WITH PARKING ALLOWED AT FINAL DESIGN.
 2. STREETS SHOULD BE CONNECTED AS MUCH AS POSSIBLE TO ASSIST EMERGENCY RESPONSE.
 3. THE ALLEY DESIGN CAN BE CHANGED TO ADDRESS DISTANCE NEEDS.

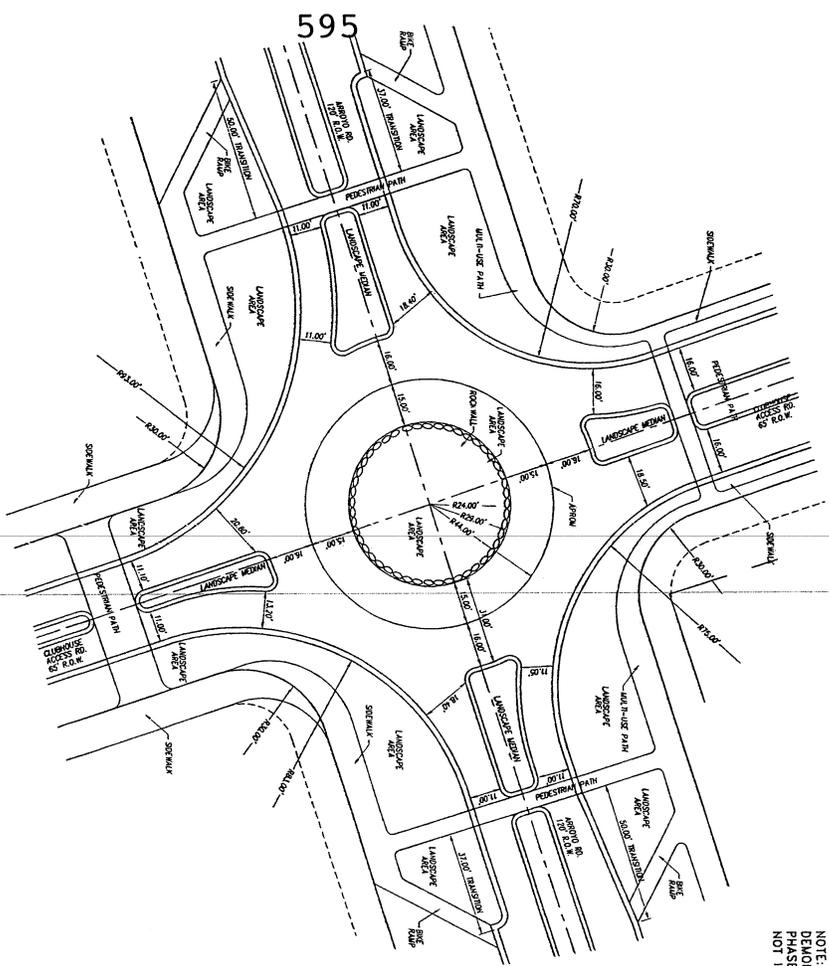
TYPICAL STREET SECTIONS

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
LAS CRUCES
NEW MEXICO

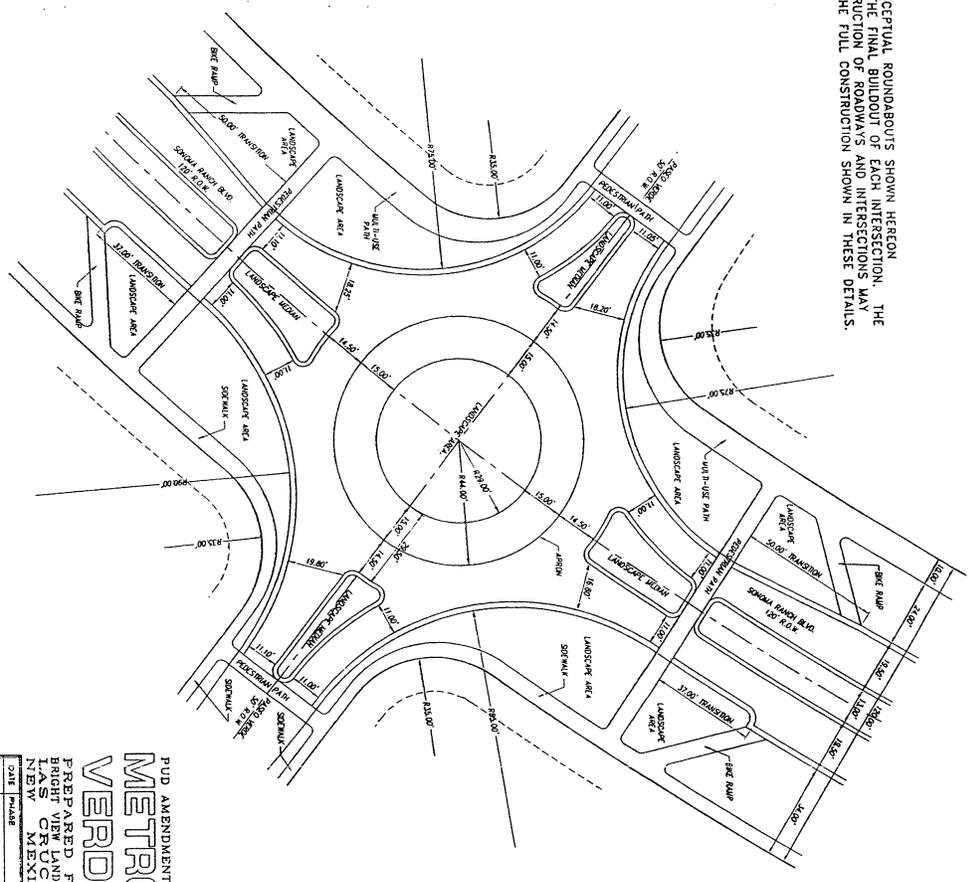
DATE: 02/09/15
DRAWN: SUBMITTAL-2
CHECKED: SUBMITTAL-3

GENION VENTURES, INC.
1310 EAST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.8888
WWW.GENIONVENTURES.COM

SHEET
R1
DSSBRET



ARROYO RD.
AND CLUB HOUSE RD.
ROUNDBOUT DETAIL
SCALE 1"=20'



SONOMA RANCH BLVD.
AND PASEO VERDE
ROUNDBOUT DETAIL
SCALE 1"=20'

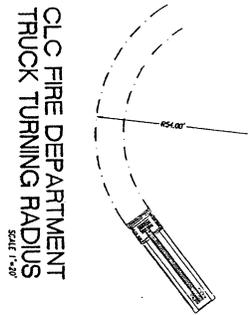
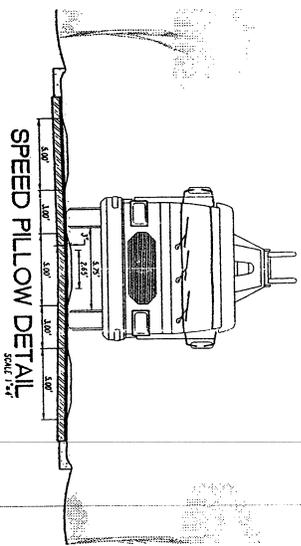
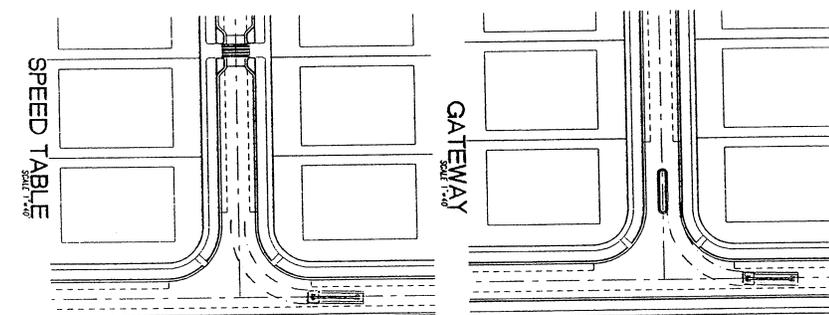
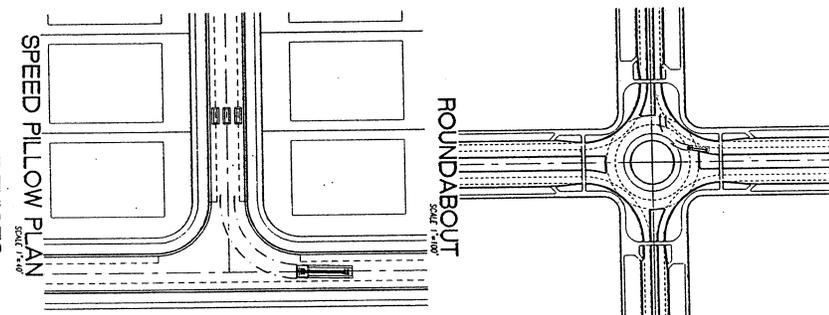
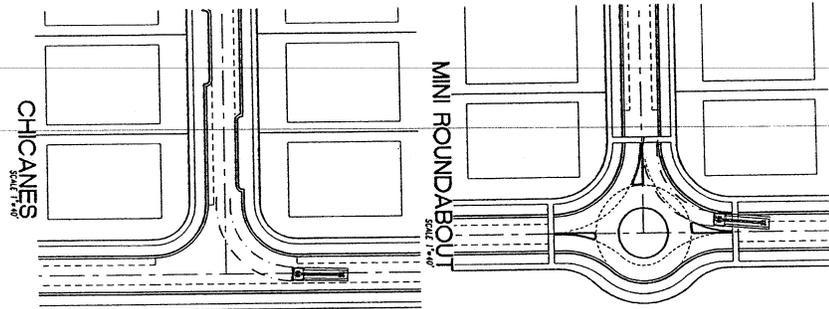
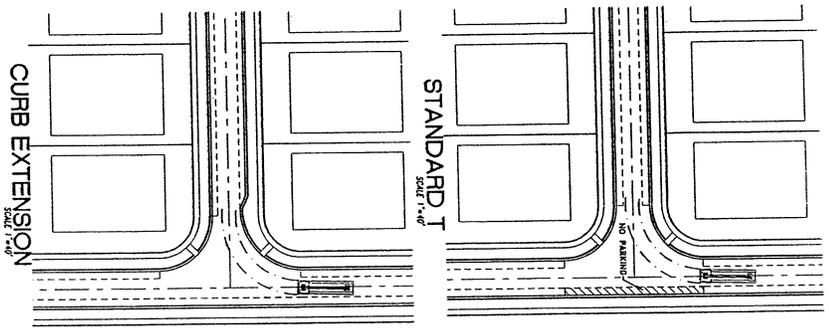
NOTE: THE CONCEPTUAL ROUNDBOUTS SHOWN HEREON DEMONSTRATE THE FINAL BUILDOUT OF EACH INTERSECTION. THE PHASED CONSTRUCTION OF ROADWAYS AND INTERSECTIONS MAY NOT INCLUDE THE FULL CONSTRUCTION SHOWN IN THESE DETAILS.

PUD AMENDMENT #1
METRO VERDE
PREPARED FOR
SUNSHINE CITIES
NEW MEXICO
DATE: 12/12/2013

PROJECT	SONOMA RANCH & PASEO VERDE
DATE	12/12/2013
SCALE	AS SHOWN
DESIGNED BY	DAVID R. GIBSON
CHECKED BY	DAVID R. GIBSON
DATE	12/12/2013

DAVID R. GIBSON, INC.
10000 W. CENTRAL AVENUE, SUITE 100
DENVER, CO 80231
TEL: 303.755.1111
WWW.DRGIBSON.COM

R3
GIBSON

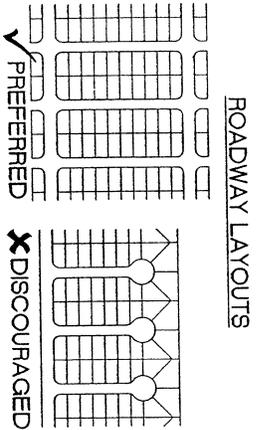


CHICANES
SCALE: 1/4"

PREFERRED TRAFFIC-CALMING DEVICES

SPEED PILLOW PLAN
SCALE: 1/4"

SPEED TABLE
SCALE: 1/4"



NOTES

1. THE ORIGINAL TRAFFIC-CALMING MEASURES SHOWN HEREON ARE THE PREFERRED MEASURES FOR THIS PROJECT. STOP SIGNS AND SPEED CALMING DEVICES ARE RECOMMENDED FOR ADDITIONAL CORNER LANE TRAFFIC CALMING REFER TO EMERGENCY RESOURCES BY DAN BORDEN.

2. TRAFFIC CALMING IS NOT A REQUIREMENT OF THE PUD. HOWEVER, TRAFFIC-CALMING MEASURES ARE RECOMMENDED FOR THE STREET DESIGN AT THE DISCRETION OF THE DEVELOPER AND WITH APPROVAL FROM THE CITY OF LAS CRUCES STAFF.

LOCAL STREET DESIGN CONCEPTS

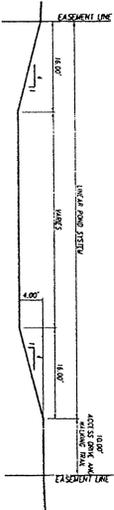
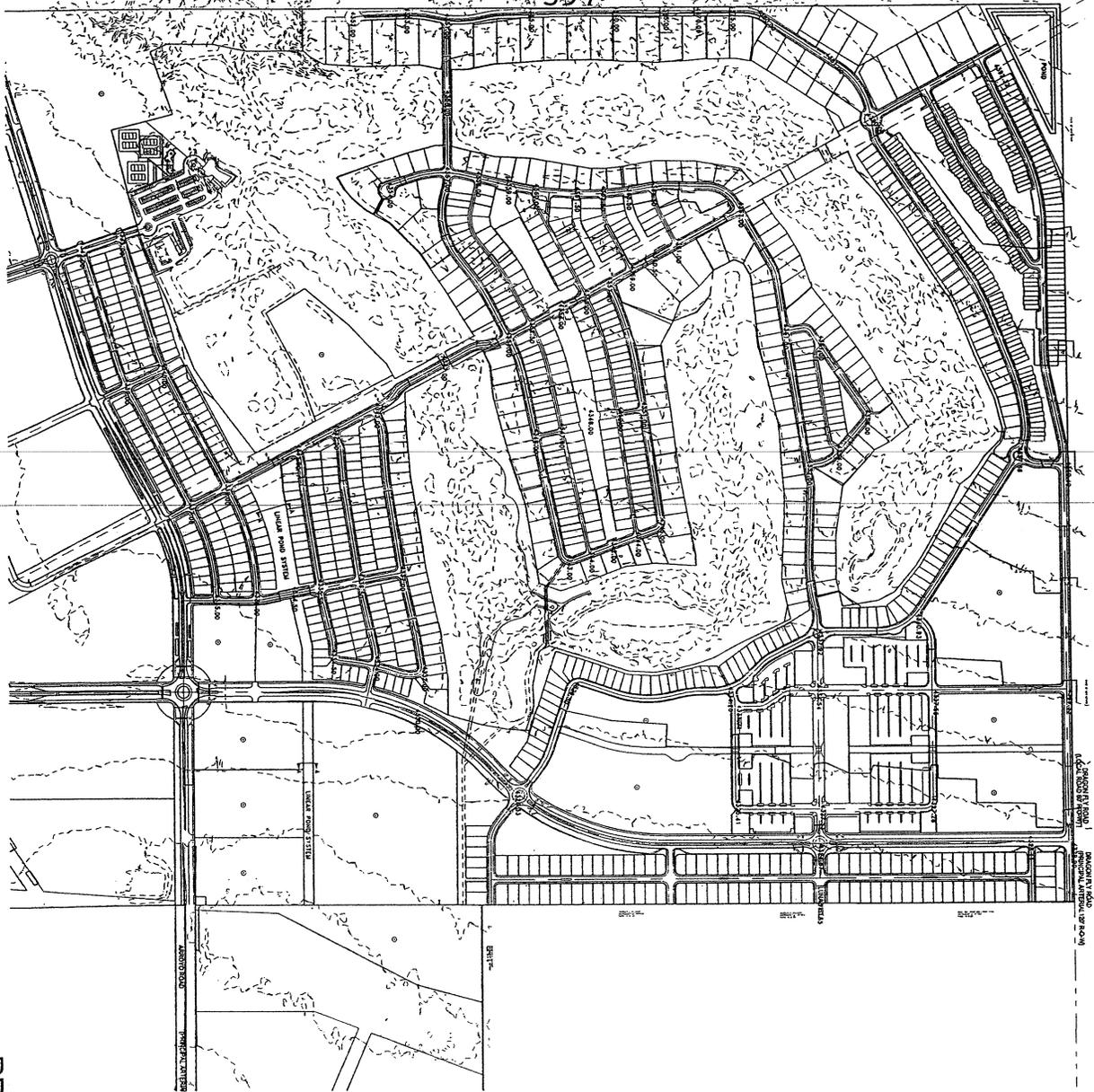
PUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAYS OUT LOTS
AND EXHAUSTS
LIES WITHIN
MAY 2011

DATE: PHASE
DRAWN BY: SUBMITTAL #1
CHECKED BY: SUBMITTAL #2
DATE: SUBMITTAL #3

GENSLER
GENSLER ARCHITECTS, INC.
1000 AVENUE OF THE SCIENCES
SUITE 1000
DALLAS, TEXAS 75201
TEL: 214.760.2000
WWW.GENSLER.COM

PROJECT
R4
DISTRICT



LOW-IMPACT DEVELOPMENT CONCERNS

REDUCE IMPERVIOUS AREA AND POST-DEVELOPMENT CURVE NUMBER

1. Reduce street width (ASHTO, ITE, AASCT guidelines)
2. Provide street trees
3. Provide street swales
4. Encourage stormwaterways
5. Street parking prohibited

DRAINAGE APPROACH

1. Divert 100-year runoff from Good Mountain (Approx. 152 acre-feet)
2. A regional pond system (approx. 100 acre-feet) shall harvest rain water of a rate of 1/4 cubic foot per square foot of total site land area. On-site or regional water harvesting shall be on a minimum of 1000 sq. ft. of total site land area.
3. A regional pond system shall divert to the harvestable site.
4. Swales shall be provided for road runoff.
5. The regional pond system shall divert to the harvestable site.
6. A regional pond system shall divert to the harvestable site.
7. Pond in meadows of orchards to address that stops
8. Pond drainage reports must show how all elements of system tie together.
9. Deflection control will be provided where vehicles exceed 1.5 ft/s.

BUILDING DESIGN STANDARDS

1. Encourage building design that reduces impervious area
2. Encourage multi-story construction over single story
3. Encourage increased landscaping in large parking lots
4. Encourage increased landscaping in large parking lots
5. Encourage water harvesting on all land uses

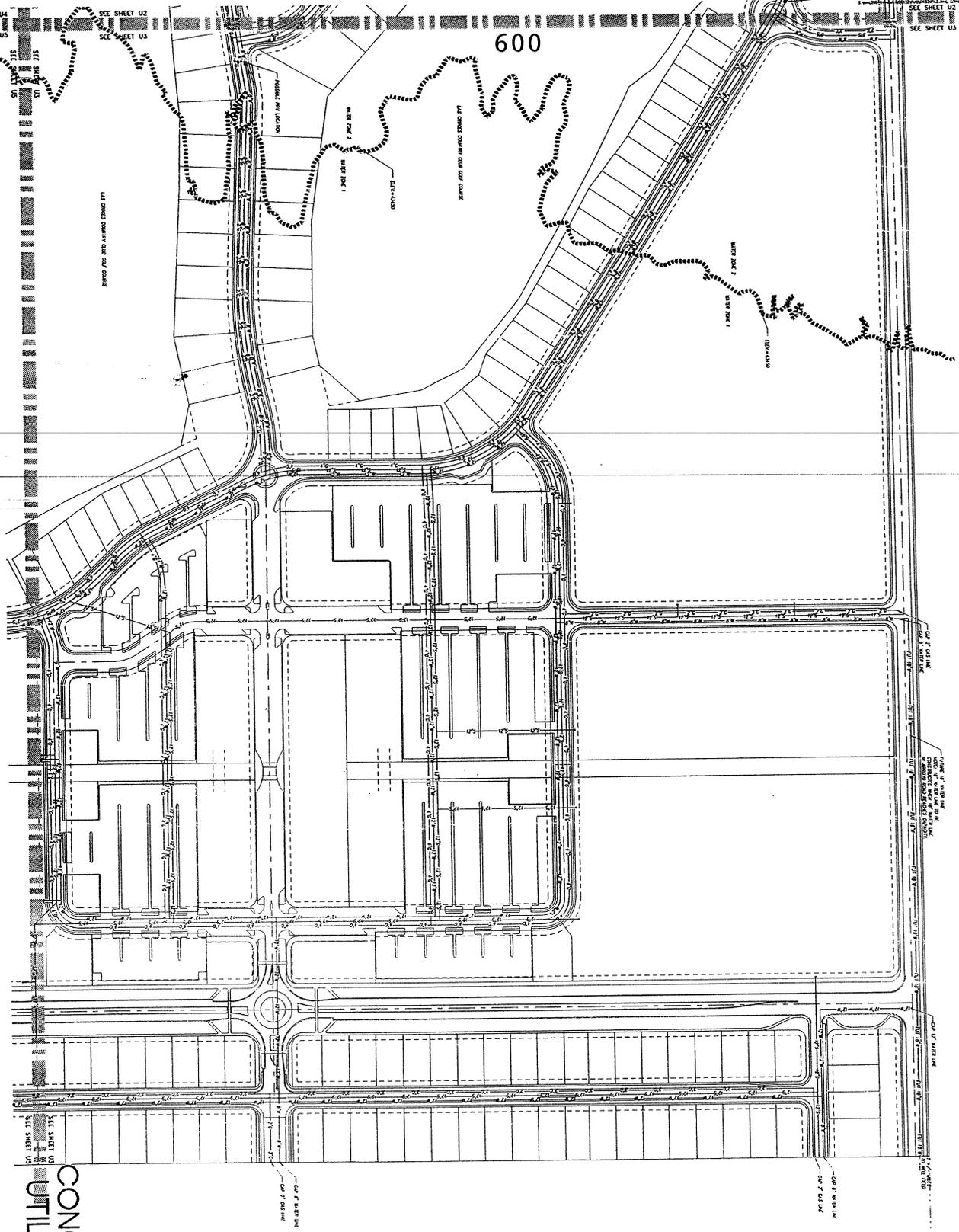
PRELIMINARY GRADING PLAN



PUD AMENDMENT #1
VERDE METRO
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO

DATE	ISSUE
02/28/05	SUBMITTAL #1
01/14/06	SUBMITTAL #2
07/27/06	SUBMITTAL #3

DESIGN: G1 ENGINEERS, INC.
 10000 N. ALBUQUERQUE BLVD., SUITE 100
 ALBUQUERQUE, NM 87112
 TEL: 505.263.1111
 FAX: 505.263.1112
 WWW.G1ENGINEERS.COM



SEE SHEET U2
SEE SHEET U3

SEE SHEET U2
SEE SHEET U3

OUTLET OF WATER LINE
INLET OF WATER LINE
WATER MAIN 1
WATER MAIN 2
SEWER
GAS
LAWYER'S OFFICE
RECREATION

LEGEND

—	WATER MAIN 1
—	WATER MAIN 2
—	SEWER
—	GAS
—	RECREATION
—	LAWYER'S OFFICE
—	OUTLET OF WATER LINE
—	INLET OF WATER LINE
—	WATER MAIN 1
—	WATER MAIN 2
—	SEWER
—	GAS
—	RECREATION
—	LAWYER'S OFFICE
—	OUTLET OF WATER LINE
—	INLET OF WATER LINE
—	WATER MAIN 1
—	WATER MAIN 2
—	SEWER
—	GAS
—	RECREATION
—	LAWYER'S OFFICE

FOR THE MAIN SET TO BE DRAWN BY PAUL BROWN



**AREA 2
CONCEPTUAL
UTILITY PLAN**
SCALE: 1" = 100'-0"

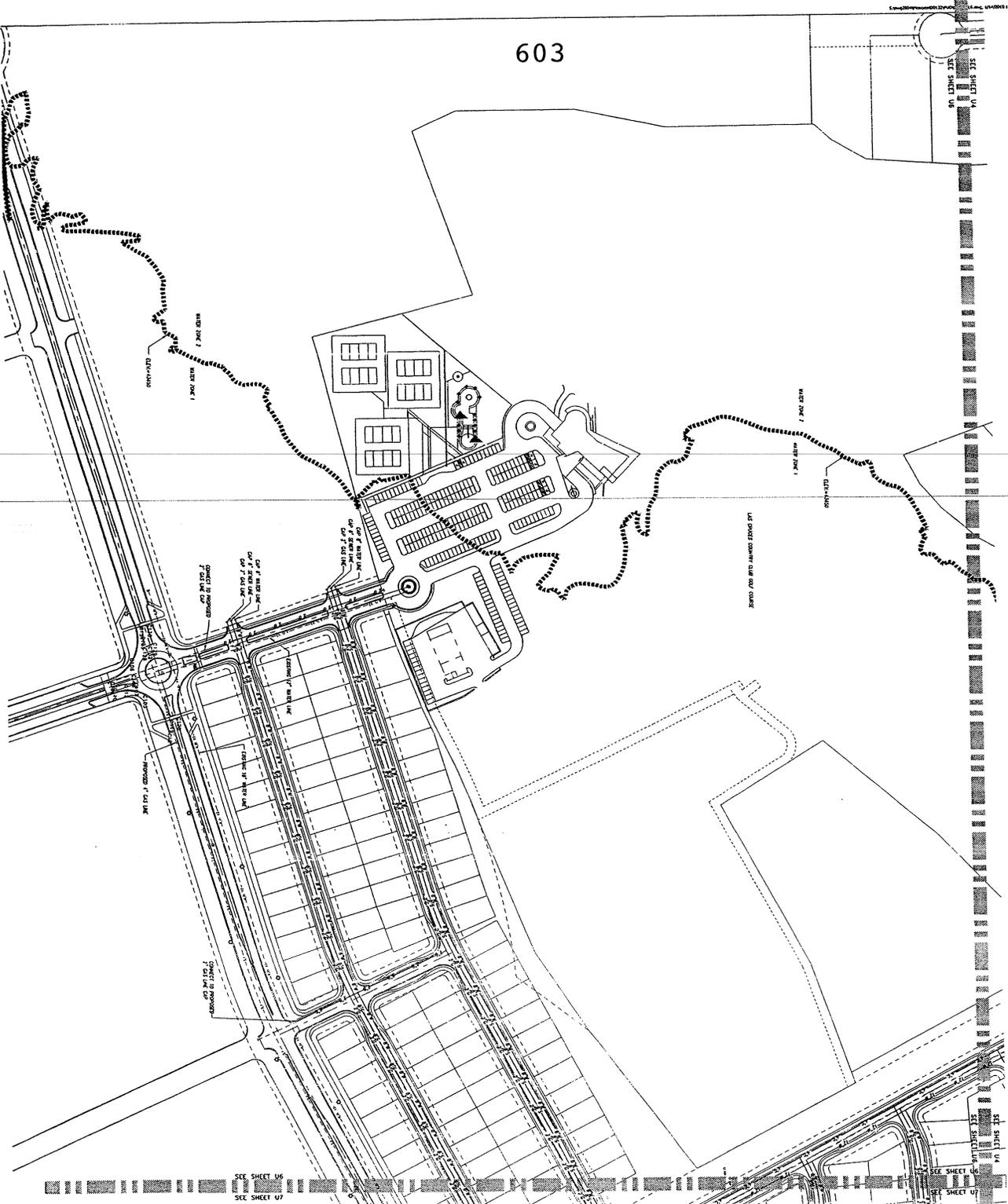
**PUD AMENDMENT #1
METRO
VERDE**
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	ISSUED
01/14/03	SUBMITTAL 1
02/26/03	SUBMITTAL 2
03/14/03	SUBMITTAL 3

DAVIDSON DEVELOPERS, INC.
1414 Avenue of the
Americas
Suite 1000
Denver, CO 80202
Tel: 303.733.3300
Fax: 303.733.3308
WWW.DAVIDSONDEVELOPERS.COM



603



AREA 5
CONCEPTUAL
UTILITY PLAN
SCALE: 1" = 100'-0"



U6
CONTRACT

DATE: 11/15/11
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1" = 100'-0"

**PUD AMENDMENT #1
METRO
VERDE**

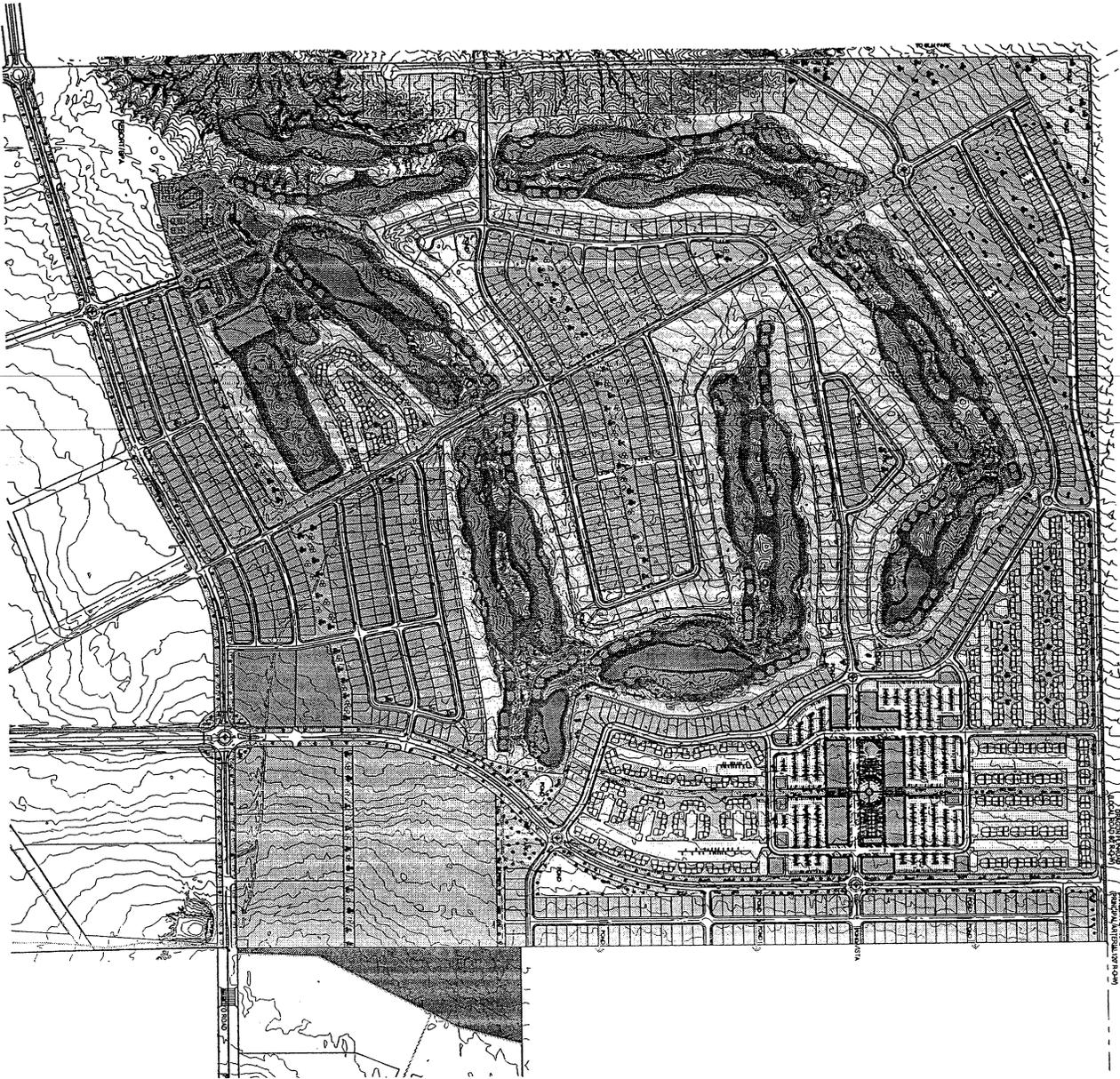
PREPARED FOR
BRIGHT VERDE LANDS
NEW MEXICO

DATE: 11/15/11

DESIGNED BY: [Name]
CHECKED BY: [Name]

LEGEND	
---	NEW 12" GAS LINE
---	NEW 8" GAS LINE
---	NEW 6" GAS LINE
---	EXISTING 12" GAS LINE
---	EXISTING 8" GAS LINE
---	EXISTING 6" GAS LINE
---	NEW 12" WATER LINE
---	NEW 8" WATER LINE
---	EXISTING 12" WATER LINE
---	EXISTING 8" WATER LINE
---	EXISTING 6" WATER LINE
---	NEW 12" SEWER LINE
---	NEW 8" SEWER LINE
---	EXISTING 12" SEWER LINE
---	EXISTING 8" SEWER LINE
---	EXISTING 6" SEWER LINE
---	NEW 12" STORM DRAIN
---	NEW 8" STORM DRAIN
---	NEW STREET LIGHT

SEE SHEET U6
SEE SHEET U7



COLOR	LAND USE	BUILDING STUDY
[Pattern]	Single-Family	
[Pattern]	Single-Family Attached Units	
[Pattern]	Multi-Family Land Units	
[Pattern]	Courtyard	SHEET 57
[Pattern]	Row Homes	
[Pattern]	Castles	SHEET 58
[Pattern]	Townhomes	SHEETS 59-61 &
[Pattern]	6/8 Flex	SHEETS 62-65
[Pattern]	Multi-Family	
[Pattern]	Resort	
[Pattern]	Retail/Commercial	SHEET 52
[Pattern]	Light Industrial	
[Pattern]	Waste Water Treatment Plant	

METRO VERDE
DEVELOPMENT PLAN
 SCALE: 1" = 300'-0"

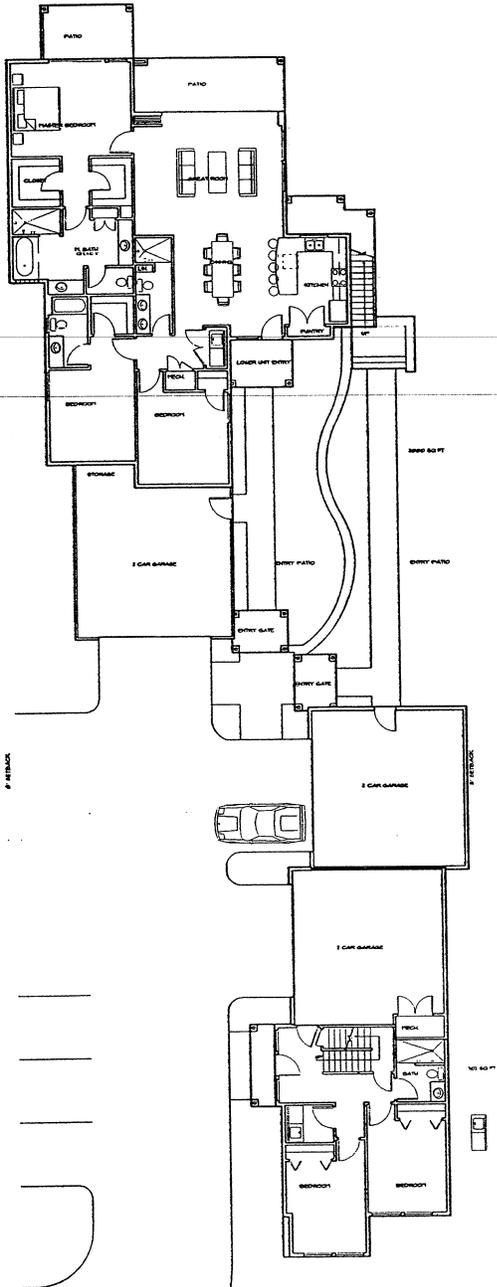


PUD AMENDMENT #1
METRO
VERDE
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 NEW MEXICO

DATE: 11/15/05
 SHEET: 51
 SHEET: 52
 SHEET: 53

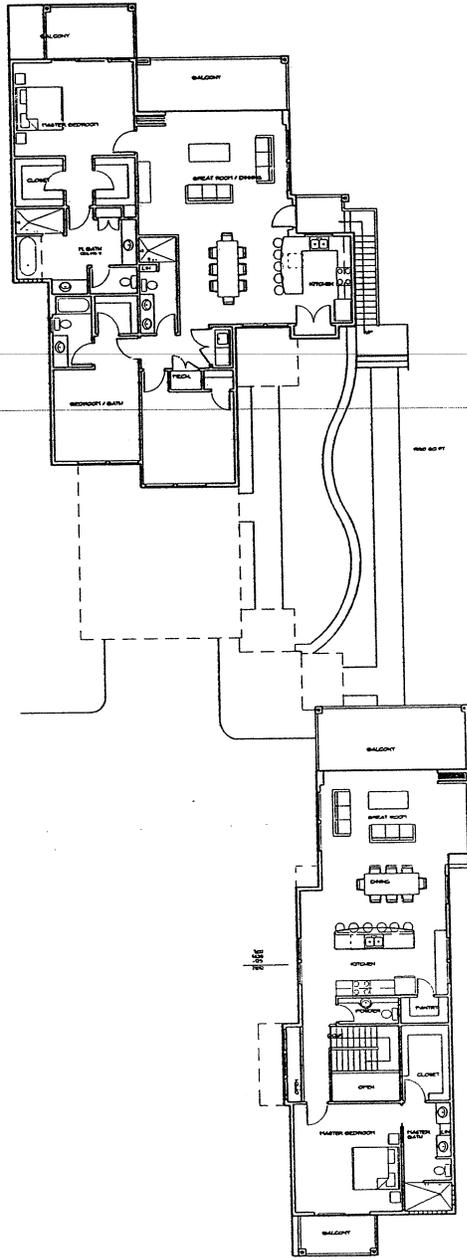
GENSLER
 ARCHITECTS, INC.
 1000 AVENUE OF THE SUNS
 SUITE 2000
 DENVER, CO 80202
 TEL: 303.733.3000
 FAX: 303.733.3001
 WWW.GENSLER.COM

SHEET
S1
 GENSLER



6-PLEX

1st FLOOR PLAN
SCALE: 1/8" = 1'-0"

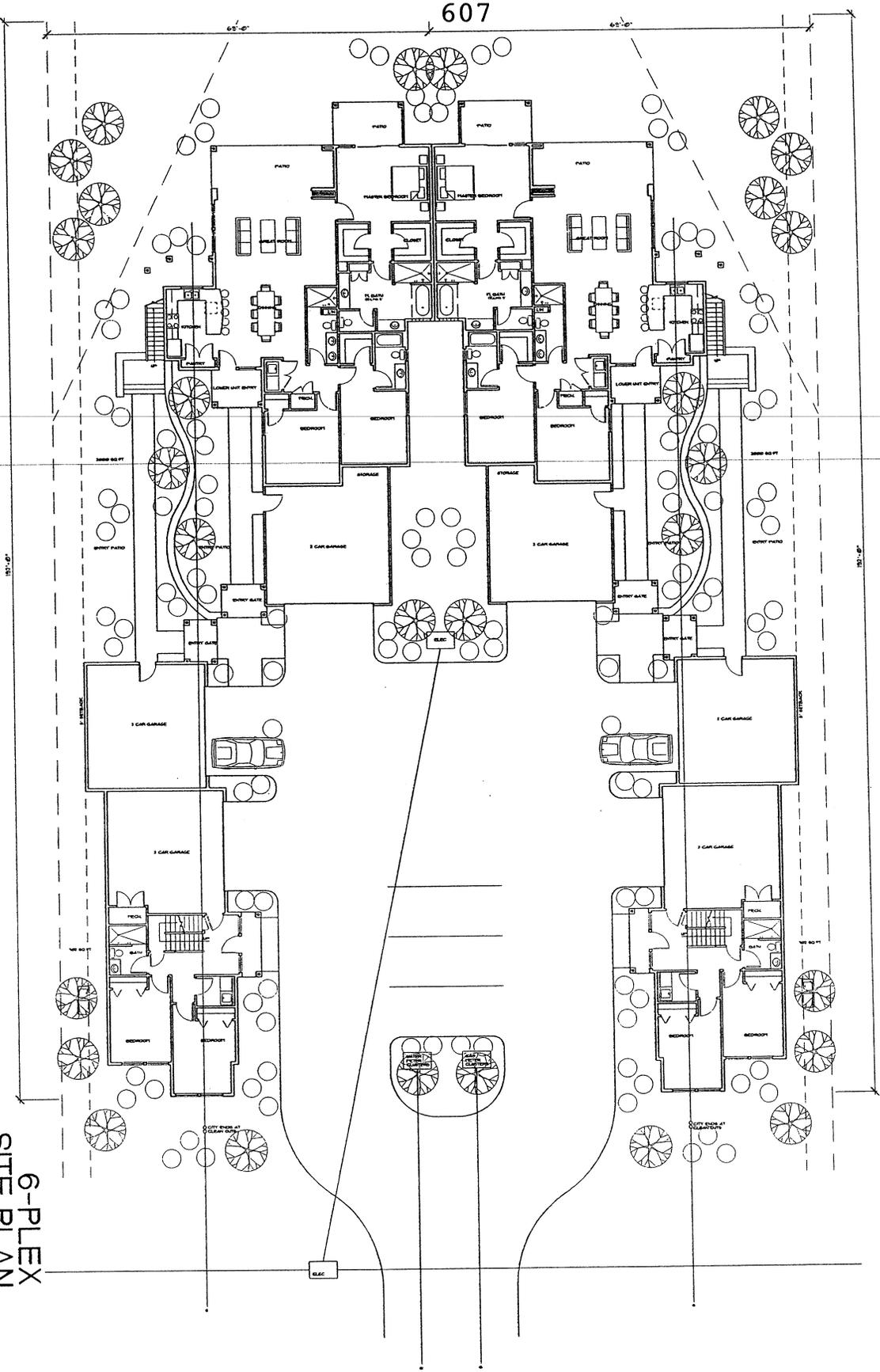


2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"



DESIGNED BY
VANDERKAM & PARTNERS, L.P.C.
1400 N. GARDNER, SUITE 100
DALLAS, TEXAS 75242
TEL: 214.750.1000
WWW.VANDERKAMPARTNERS.COM

PUD AMENDMENT #1
METRO
VERDES
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO
DATE: 12/16/14
DRAWN BY: SUBMITTAL 1
CHECKED BY: SUBMITTAL 2
DATE: 12/16/14
DRAWN BY: SUBMITTAL 3



6-PLEX
SITE PLAN
SCALE: 1/8" = 1'-0"

SHEET
S4
DWS/CL

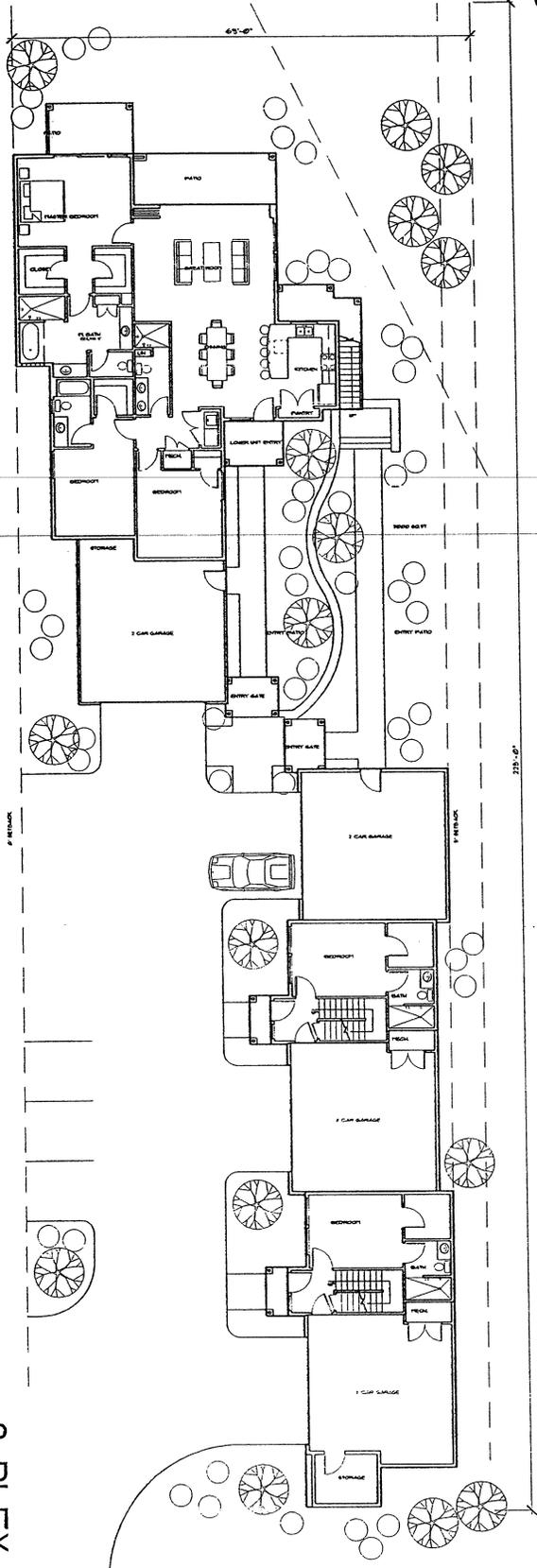
GENION VALUERS, INC.
1400 WASHINGTON STREET
SUITE 200
DALLAS, TEXAS 75243
PHONE: 214-742-4333
FAX: 214-742-4333



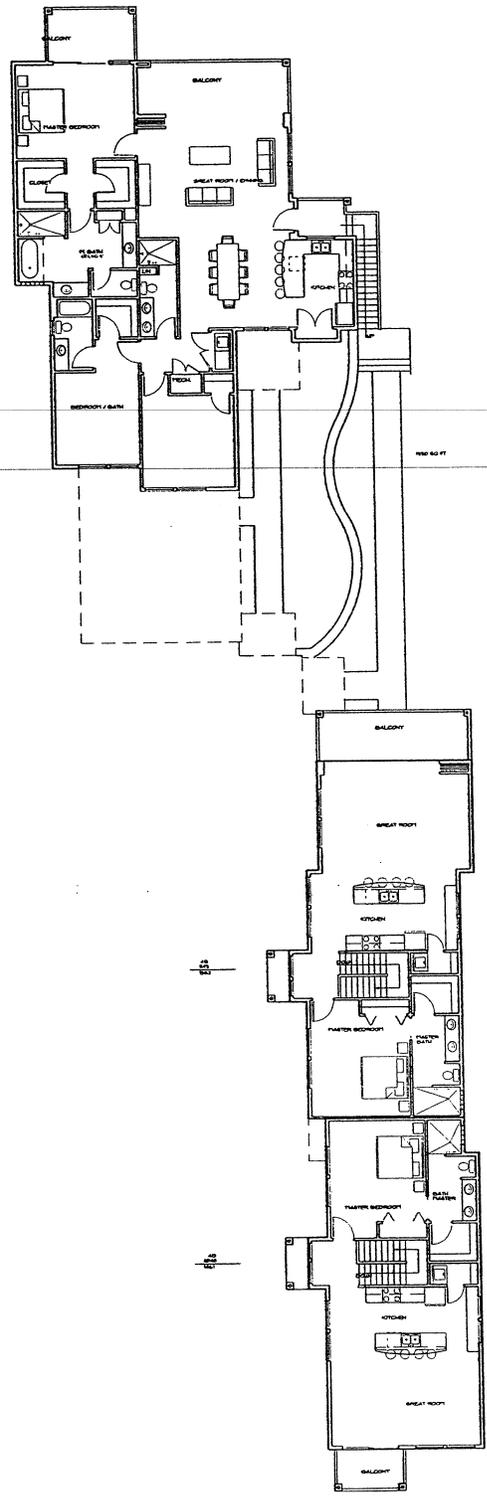
PREPARED FOR
FRONT PORCHES
NEW MEXICO
CONDOMINIUM SUBMITTAL #1
CONDOMINIUM SUBMITTAL #2
CONDOMINIUM SUBMITTAL #3

FUD AMENDMENT #1
METRO
VERDE

608



1st FLOOR PLAN
SCALE: 1/8" = 1'-0"



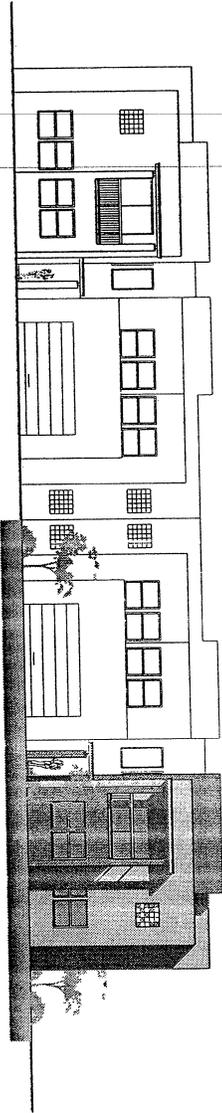
2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"

8-PLEX

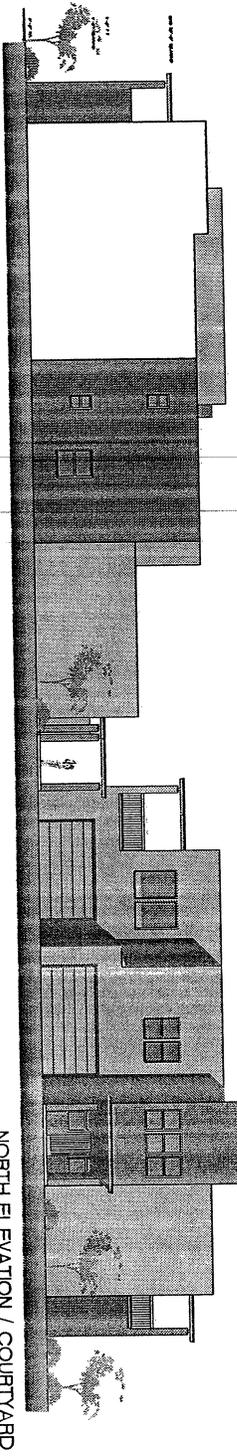
SHEET
S5
DRWG

5000 W. CENTRAL EXPRESSWAY, SUITE 100
 DALLAS, TEXAS 75204
 TEL: 972.343.8888
 FAX: 972.343.8888
 WWW.VERDEMETRO.COM

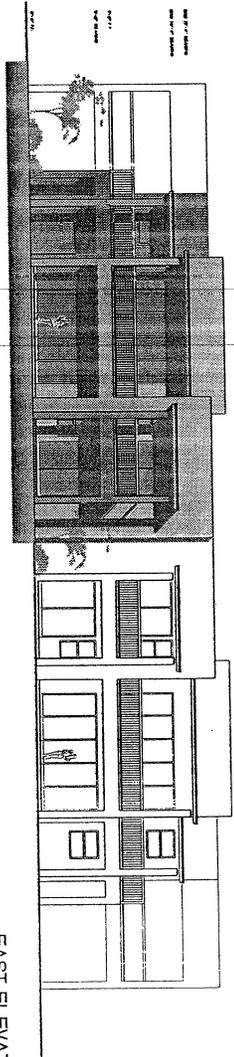
VERDE METRO
 PUD AMENDMENT #1
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO
 DATE: 05/14/08
 DRAWN: SUBMITTAL 5
 CHECKED: SUBMITTAL 5
 DATE: 05/14/08
 SUBMITTAL 5



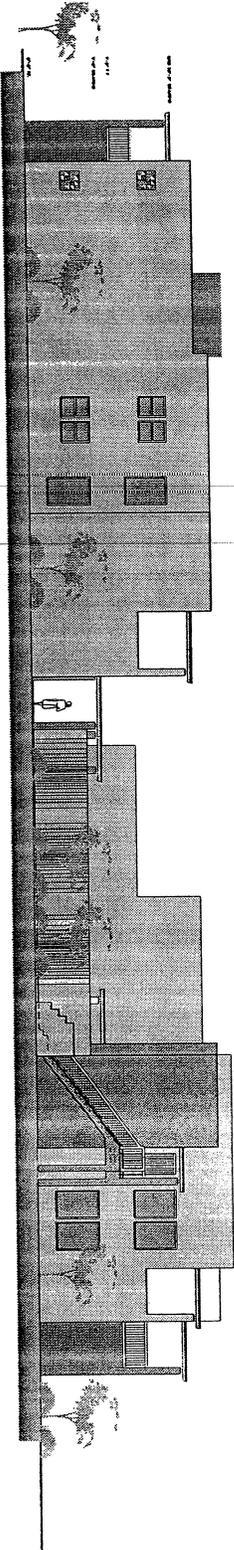
WEST ELEVATION / ENTRY DRIVE
SCALE: 1/8" = 1'-0"



NORTH ELEVATION / COURTYARD
SCALE: 1/8" = 1'-0"



EAST ELEVATION / GOLF COURSE
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION / SIDE
SCALE: 1/8" = 1'-0"

TYPICAL CONDO ELEVATIONS

PUD AMENDMENT #1
METRO
VERDE

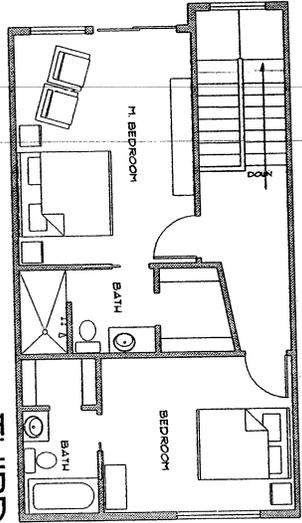
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
07/24/09	SUBMITTAL 1
07/26/09	SUBMITTAL 2
07/26/09	SUBMITTAL 3

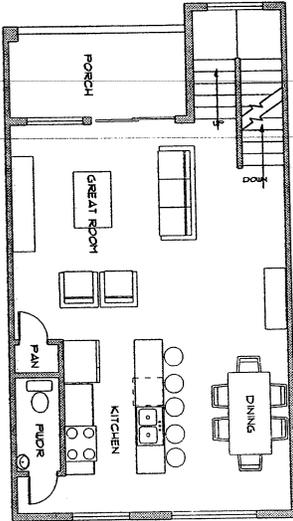
GANTON VENTURES, INC.
10000
10000
10000



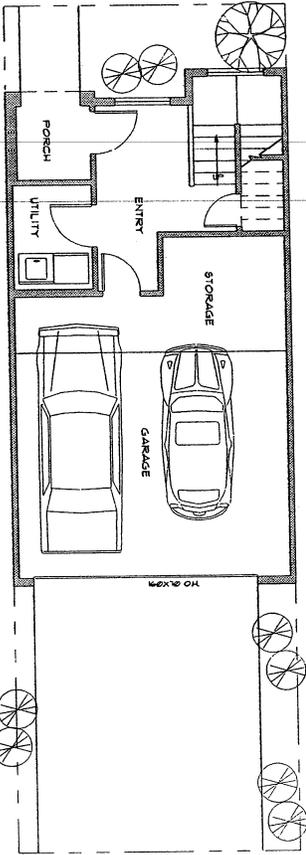
SCALE: 1/8" = 1'-0"
S6a
DIRECT



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

3 STORY TOWNHOUSE

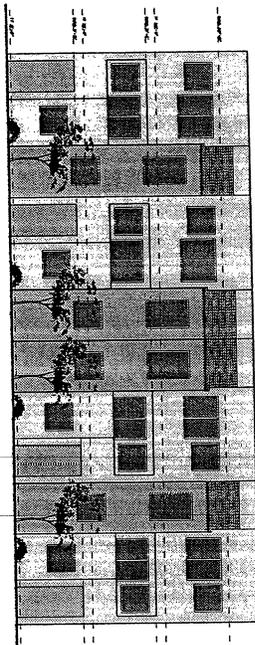
PUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
SANTITAS LAND CO.
LAS CRUCES
NEW MEXICO

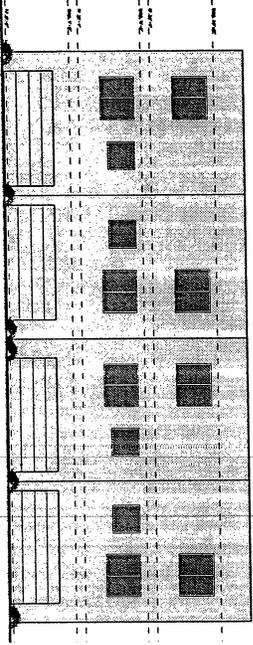
DATE	PHASE
03/20/08	SUBMITTAL 1
04/29/08	SUBMITTAL 2
05/20/08	SUBMITTAL 3

GENIUM CONSULTANTS, INC.
1485 AVENUE F, SUITE 100
LAS CRUCES, NM 88001
PHONE: 505.252.9000
FAX: 505.252.9003

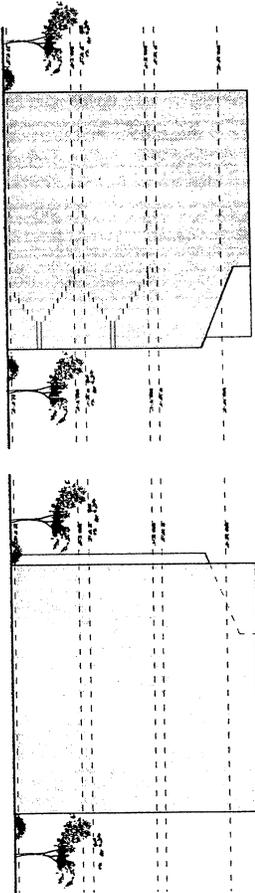




MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

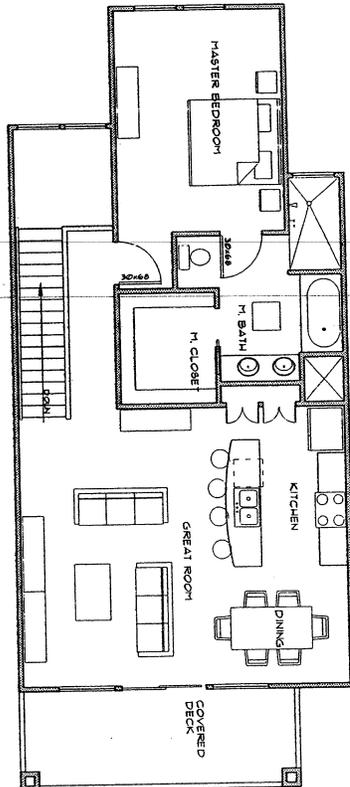
3 STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

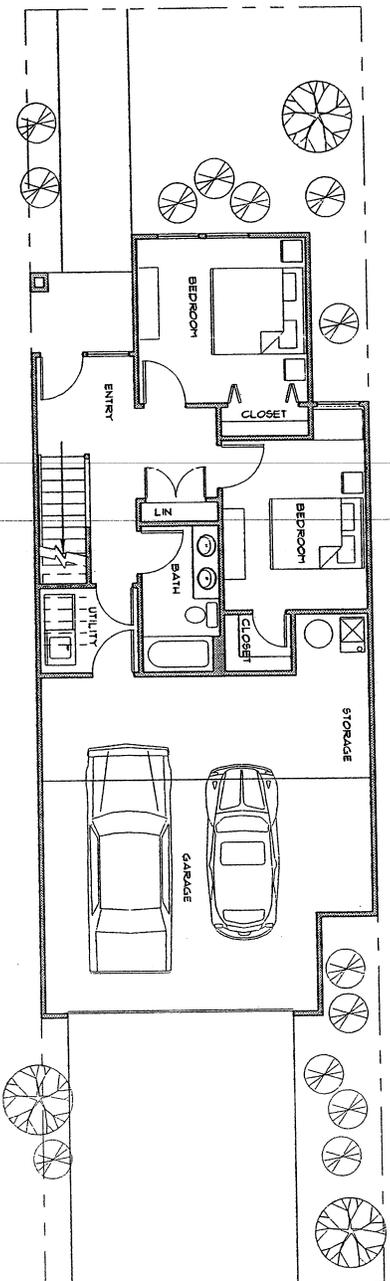
DATE	PHASE
07/28/09	SUBMITTAL #1
07/28/09	SUBMITTAL #2
07/28/09	SUBMITTAL #3

GENSLER ARCHITECTS, INC.
1000 15th Street, Suite 1000
San Francisco, CA 94103
Tel: 415.774.8900
Fax: 415.774.8901
www.gensler.com





SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



1566 sq ft FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

2 STORY TOWNHOUSE

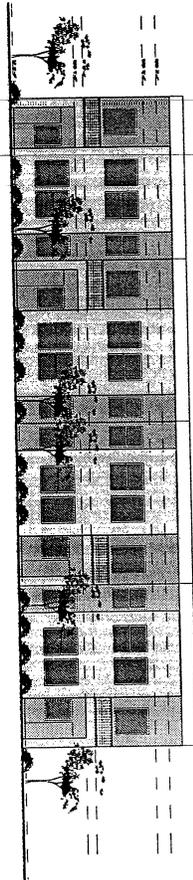
PUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

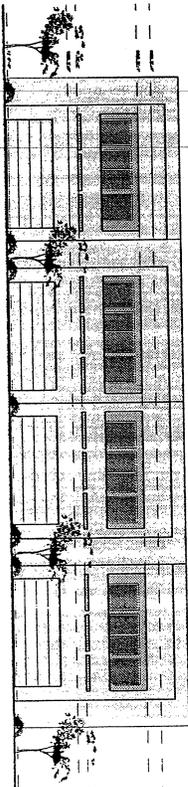
DATE	PLANS
07/28/09	SUBMITTAL #1
07/29/09	SUBMITTAL #2
07/29/09	SUBMITTAL #3

DANON CONSULTANTS, INC.
ARCHITECTS
10000 N. MESA LANE, SUITE 100
DALLAS, TEXAS 75243
TEL: (214) 350-8811
FAX: (214) 350-8811
WWW.DANONCONSULTANTS.COM

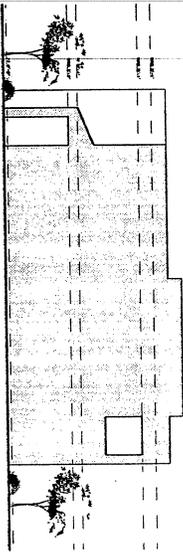




MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"

2 STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE

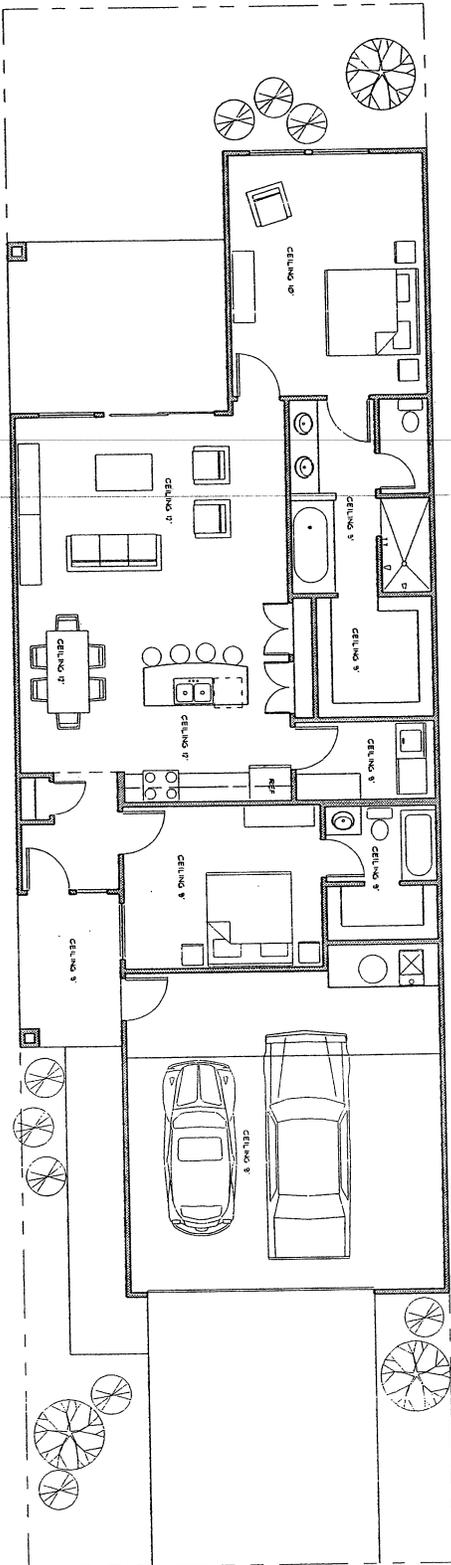
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PLANS
07/20/15	SUBMITTAL #1
07/14/15	SUBMITTAL #2
07/20/15	SUBMITTAL #3

DESIGN BY

 1100 W. UNIVERSITY BLVD., SUITE 100
 LAS CRUCES, NM 87801
 TEL: 505.255.1100
 FAX: 505.255.1101

SHEET
S12
 DIVISION



1403 SF

FLOOR PLAN

SCALE: 1/4" = 1'-0"

SINGLE STORY TOWNHOUSE

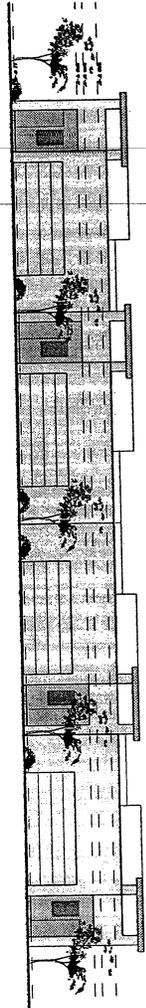
PUD AMENDMENT #1
METRO
VERDE
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 LAS CRUCES
 NEW MEXICO

DATE	PLAID
07/26/05	SUBMITTAL #1
07/26/05	SUBMITTAL #2
07/26/05	SUBMITTAL #3

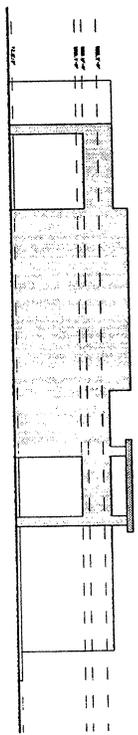


V&V CONSULTANTS, INC.
 1100 West 10th Street, Suite 200
 Las Cruces, NM 88001
 Phone: (505) 253-8011
 Fax: (505) 253-8005

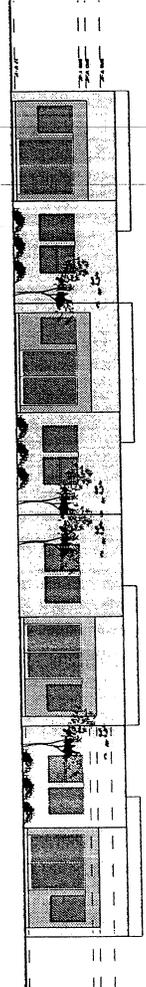
Sheet
S13
 DINKEL



MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



SIDE ELEVATION
SCALE: 1/8" = 1'-0"



MULTI REAR ELEVATION
SCALE: 1/8" = 1'-0"

SINGLE STORY TOWNHOUSE

PUD AMENDMENT #1
METRO
VERDE
PREPARED FOR
BRIGHT VIEW LAND CO
NEW
MEXICO

DATE	PHASE
07/20/09	SCHEMATIC 1
07/20/09	SCHEMATIC 2
07/20/09	SCHEMATIC 3

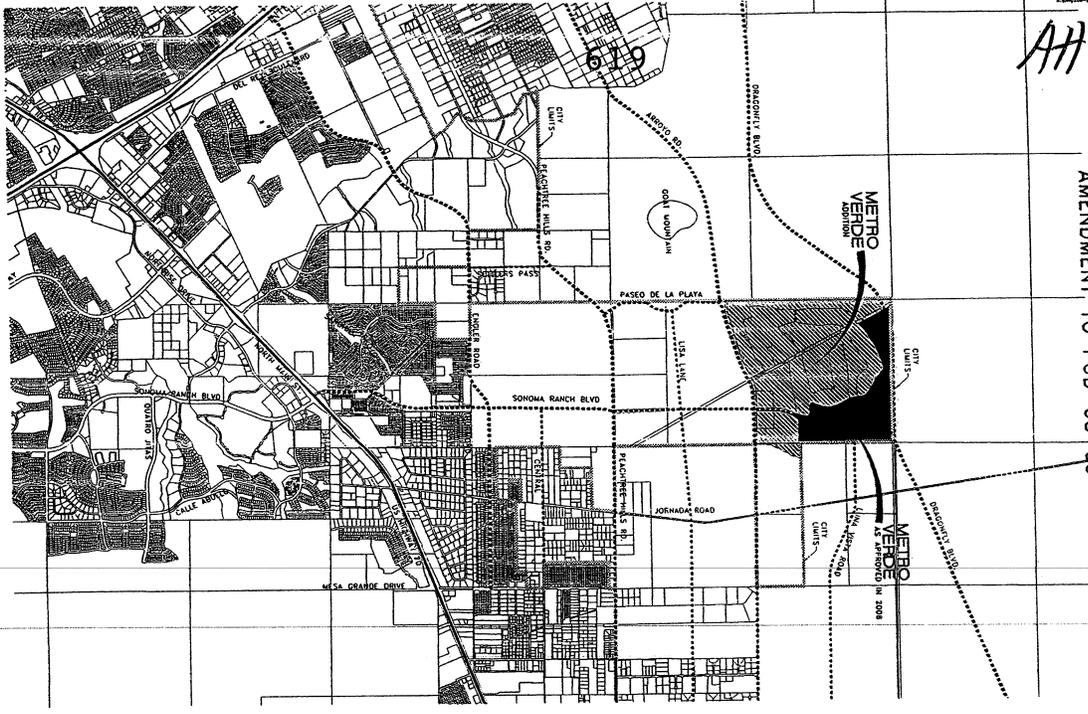
GV
GANTON VALUERS, INC.
2400 West 10th Street
Suite 200
Denver, CO 80202
Phone: 303.733.9400
Fax: 303.733.9400



Attachment #5

METRO VERDE

FINAL SITE PLAN
705.2 ACRES
AMENDMENT TO PUD-08-03



VICINITY MAP
NOT TO SCALE

FINAL SITE PLAN NOTES

ROW'S IN METRO VERDE WILL BE DEDICATED TO AND IMPROVEMENTS IN ROW'S WILL BE MAINTAINED BY THE CITY OF LAS CRUCES. INDIVIDUAL TRACTS WILL BE OWNED AND MAINTAINED BY EITHER THE CITY OF LAS CRUCES OR THE DEVELOPER/OWNER(S) AS SHOWN ON THIS SHEET. (ROW) IN ACCORDANCE WITH THE CITY OF LAS CRUCES SUBDIVISION AND FINAL PLAN OF LAND IN METRO VERDE SHALL BE REPOSED UNTIL THE ROAD IN METRO VERDE. IN ADDITION THIS SUBDIVISION SHALL FOLLOW THE CITY OF LAS CRUCES SUBSTANTIAL COMPLETION POLICY. THIS CONDITION SHALL NOT PRECLUDE EITHER (1) REVISION DRAWINGS FOR LAND MORE METRO VERDE OR (2) REPAIRING OF LAND IN METRO VERDE FOR PLANNING OR FINANCING PURPOSES.

ALERTS SHOWN ON THIS FINAL SITE PLAN SHALL BE DEDICATED TO THE CITY OF LAS CRUCES FOR OPERATION AND MAINTENANCE. DESIGN CENTER, INCLUDING CURB TYPE AND TURNING RADIUS, MAY CHANGE AT FINAL DESIGN.

TRACT NOTES AND SPECIFICATIONS

THE DEVELOPER RETAINS THE RIGHT TO NEGOTIATE AND REPLY TRACTS G AND J (THE NORTH PORTION) PRIOR TO SUBMITTING BUILDING PERMITS FOR THE MULTI-FAMILY AND/OR CONDO PROJECTS ADJACENT TO THESE TRACTS. ON THE CONDITIONS THAT: AREA OF THE RELATED TRACTS IS NOT REDUCED (1) THE ORIGINAL AREA OF THE RELATED TRACTS IS NOT REDUCED (2) THE PEDESTRIAN CONNECTIVITY THAT IS SHOWN BETWEEN THE ORIGINAL TRACTS IS MAINTAINED BETWEEN THE RELATED TRACTS.

VEHICULAR CROSSINGS THROUGH TRACTS G AND J BETWEEN THE ADJACENT MULTI-FAMILY LOTS (LOTS 109/110 AND LOTS 137/138 RESPECTIVELY) MAY BE APPROVED WITH REPLAN OR SITE PLAN APPROVAL.

THE DEVELOPER ALSO RETAINS THE RIGHT AT ANY TIME TO ADD 1 AERIAL EASEMENT EACH FOR TRACTS H AND I TO SERVE AS PEDESTAL BUILDINGS (LOTS 131/132 AND LOTS 135/136 RESPECTIVELY).

LOT 908 IS RESERVED SPECIFICALLY FOR A WASTE WATER TREATMENT PLANT.

PARK FEES

PARK FEES WILL BE WAIVED FOR THIS PROJECT. THE DEVELOPER WILL CONDUCT THE PARK ASSOCIATION (PWA) AND THE BUSINESS ASSOCIATION (BA) FOR THE PROJECTS ADJACENT TO THESE TRACTS FOR MAINTENANCE OF THE INDIVIDUAL TRACTS WITHIN METRO VERDE.

DESIGN STANDARDS

INCREASES IN RUNOFF SHALL BE RETAINED/DEFERRED OR MITIGATED WITH THE USE OF PERVIOUS, ON-LOT PONDS, AND ON-LOT PONDING. IN ADDITION RUNOFF HARVESTING WILL REDUCE PEAK FLOWS. ALL LOTS ADJACENT TO THE GOLF COURSE WILL BE ALLOWED TO DRAIN ONTO THE COURSE. SEE SHEET 01 ON THE PUD CONCEPT PLAN FOR ADDITIONAL INFORMATION.

(P) = ON-LOT PONDING

FLOOD ZONE NOTE

METRO VERDE IS LOCATED ON FEMA'S FLOOD INSURANCE RATE MAP 350120025 DATED SEPTEMBER 27, 1991. THE PUD IS LOCATED IN ZONE X, ZONE X ARE AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

CONVEYANCE AND MAINTENANCE

TRACT	PROPOSED USE	OWNED BY	MAINTENANCE
A	BUFFER AND PARK LAND	CITY	DEVELOPER/BA/NOA
B	BUFFER AND PARK LAND	CITY	DEVELOPER/BA/NOA
C	BUFFER AND PARK LAND TRAIL	CITY	DEVELOPER/BA/NOA
D	PONDING/LANDSCAPING	CITY	DEVELOPER/BA/NOA
E	PONDING/LANDSCAPING	CITY	DEVELOPER/BA/NOA
F	LANDSCAPING BUFFER	CITY	DEVELOPER/BA/NOA
G	WELL SITE	DEVELOPER/BA/NOA	DEVELOPER/BA/NOA
H	NOT USED		
I	PARK AND TRAILS	CITY	DEVELOPER/BA/NOA
J	PARK AND TRAILS	CITY	DEVELOPER/BA/NOA
K	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
L	DRAINAGE AND PARK AND TRAIL SYSTEM	DEVELOPER/BA/NOA	DEVELOPER/BA/NOA
M	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
N	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA

CONVEYANCE AND MAINTENANCE (CONT)

TRACT	PROPOSED USE	OWNED BY	MAINTENANCE
O	LANDSCAPING BUFFER	CITY	DEVELOPER/BA/NOA
P	PARK AND TRAILS	CITY	DEVELOPER/BA/NOA
Q	PONDING/LANDSCAPING	CITY	DEVELOPER/BA/NOA
R	PONDING/LANDSCAPING	CITY	DEVELOPER/BA/NOA
S	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
T	PONDING/LANDSCAPING	CITY	DEVELOPER/BA/NOA
U	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
V	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
W	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
X	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
Y	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
Z	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AB	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AC	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AD	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AE	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AF	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AG	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AH	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AI	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AJ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AK	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AL	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AM	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AN	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AO	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AP	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AQ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AR	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AS	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AT	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AU	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AV	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AW	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AX	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AY	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AZ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA
AA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BA/NOA

FINAL SITE PLAN DRAWING INDEX

FC	COVER SHEET
F1	OVERALL FINAL SITE PLAN
F2	FINAL SITE PLAN AREA 1
F3	FINAL SITE PLAN AREA 2
F4	FINAL SITE PLAN AREA 3
F5	FINAL SITE PLAN AREA 4
F6	FINAL SITE PLAN AREA 5
F7	FINAL SITE PLAN AREA 6
F8	CURVE TABLE
F9	LAND USE GUIDELINES
FG	EXISTING TOPOGRAPHY

SUPPLEMENTAL INFORMATION:
 * MASTER DRAINAGE STUDY
 * TRAFFIC IMPACT ANALYSIS

THIS FINAL SITE PLAN HAS BEEN APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF LAS CRUCES AND ALL THE REQUIREMENTS FOR APPROVAL IN THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT AND ALL THE CONDITIONS REQUIRING THE PLANMER TO BE APPROVED BY THE CITY OF LAS CRUCES.

STATEMENT OF JURISDICTION
 I HEREBY ACKNOWLEDGE AND CERTIFY THAT I AM THE PROPERTY OWNER OF THE PROPERTY REPRESENTED BY THIS PLAN.

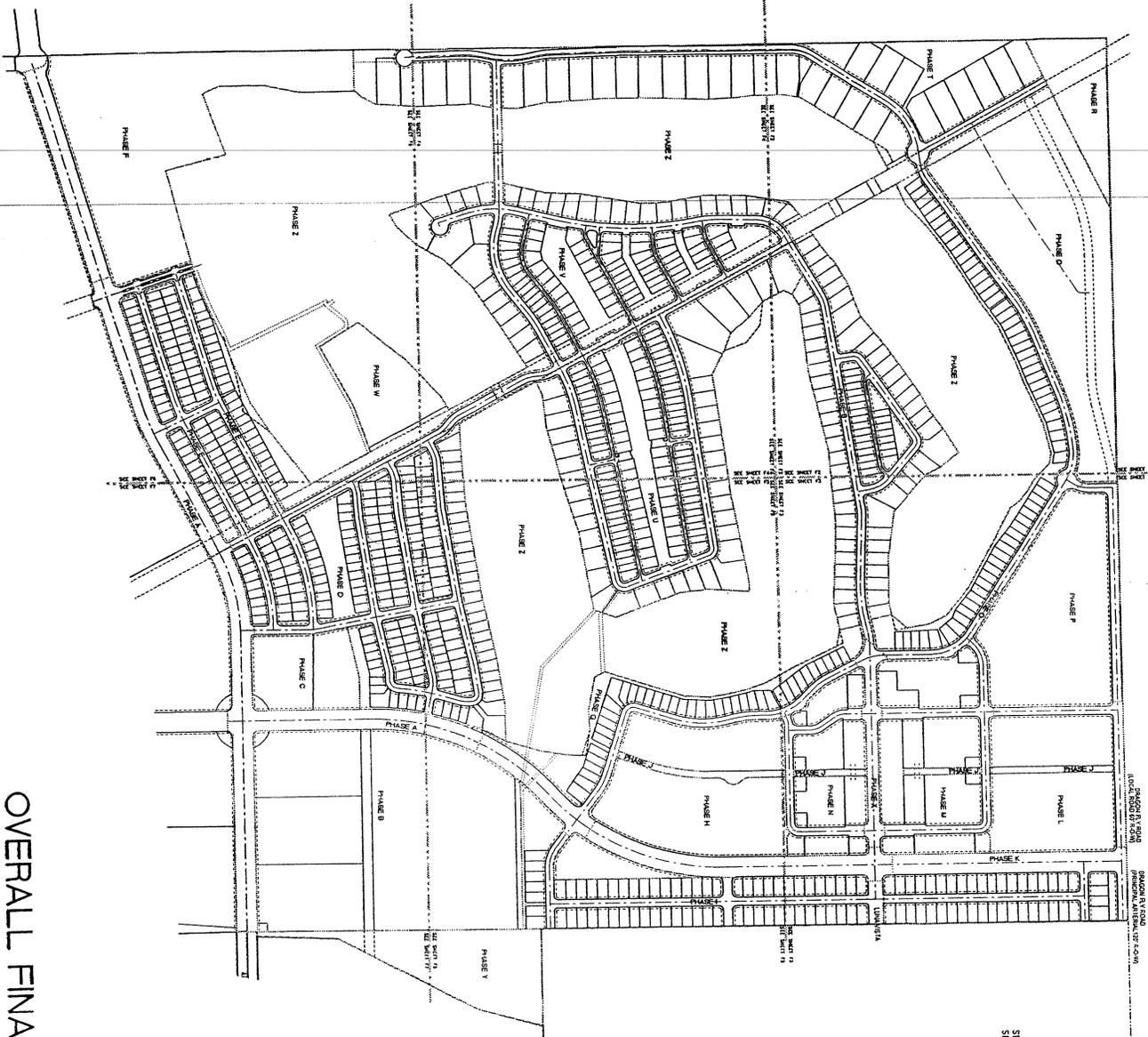
SHERA NORTE LAND HOLDINGS, LLC
 605 BROADWAY, SUITE 8000
 LAS CRUCES, NM 88001

GENOTON UTILITIES, INC.
 1000 N. GARDEN AVENUE, SUITE 200
 LAS CRUCES, NM 88001
 PHONE: (505) 783-2811
 FAX: (505) 783-2812
 WWW.GENOTONUTILITIES.COM

DATE: 08/20/2013

FINAL SITE PLAN
 METRO VERDE
 PREPARED FOR
 BRIGHT VIEW LAND CO.
 NASS CREEK
 CRENSICO

DATE: 08/20/2013
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



SEE LAND USE GUIDELINES ON SHEET 19 FOR DESIGN STANDARDS.

OVERALL FINAL SITE PLAN
SCALE 1" = 300'

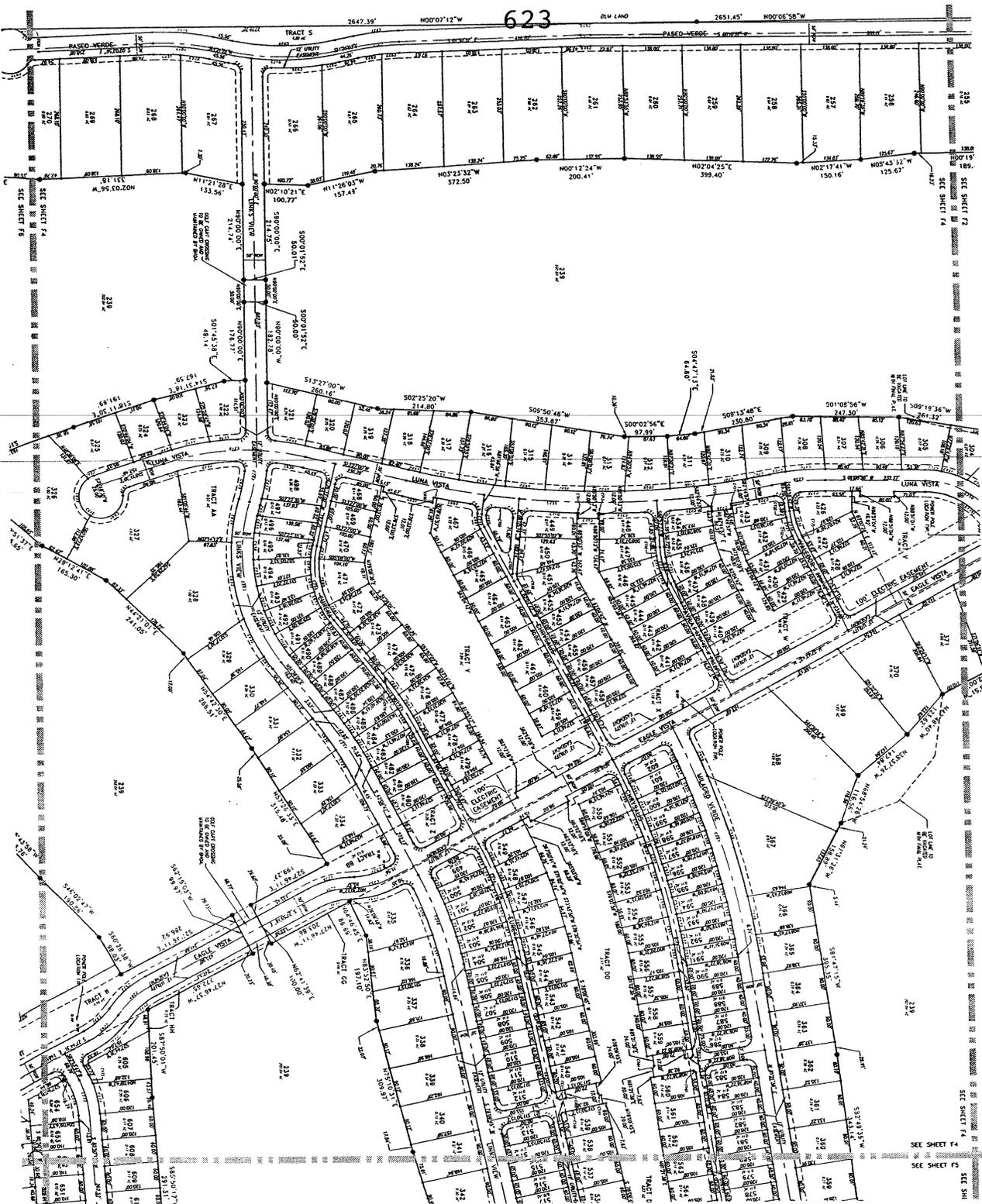


FINAL SITE PLAN
VERDE METRO
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
07/28/09	SUBMITTAL 1
08/14/09	SUBMITTAL 2
09/01/09	SUBMITTAL 3

DESIGN ALLIANCE, INC.
ARCHITECTURAL AND ENGINEERING
1010 EAST 10TH AVENUE, SUITE 200
LAS CRUCES, NM 87801
TEL: 505.257.2801
FAX: 505.257.2802
WWW.DESIGNALLIANCE.COM

SHEET **F1**
00781



623

SEE SHEET F2
SEE SHEET F3
SEE SHEET F4
SEE SHEET F5
SEE SHEET F6
SEE SHEET F7
SEE SHEET F8
SEE SHEET F9
SEE SHEET F10
SEE SHEET F11
SEE SHEET F12
SEE SHEET F13
SEE SHEET F14
SEE SHEET F15
SEE SHEET F16
SEE SHEET F17
SEE SHEET F18
SEE SHEET F19
SEE SHEET F20
SEE SHEET F21
SEE SHEET F22
SEE SHEET F23
SEE SHEET F24
SEE SHEET F25
SEE SHEET F26
SEE SHEET F27
SEE SHEET F28
SEE SHEET F29
SEE SHEET F30
SEE SHEET F31
SEE SHEET F32
SEE SHEET F33
SEE SHEET F34
SEE SHEET F35
SEE SHEET F36
SEE SHEET F37
SEE SHEET F38
SEE SHEET F39
SEE SHEET F40
SEE SHEET F41
SEE SHEET F42
SEE SHEET F43
SEE SHEET F44
SEE SHEET F45
SEE SHEET F46
SEE SHEET F47
SEE SHEET F48
SEE SHEET F49
SEE SHEET F50
SEE SHEET F51
SEE SHEET F52
SEE SHEET F53
SEE SHEET F54
SEE SHEET F55
SEE SHEET F56
SEE SHEET F57
SEE SHEET F58
SEE SHEET F59
SEE SHEET F60
SEE SHEET F61
SEE SHEET F62
SEE SHEET F63
SEE SHEET F64
SEE SHEET F65
SEE SHEET F66
SEE SHEET F67
SEE SHEET F68
SEE SHEET F69
SEE SHEET F70
SEE SHEET F71
SEE SHEET F72
SEE SHEET F73
SEE SHEET F74
SEE SHEET F75
SEE SHEET F76
SEE SHEET F77
SEE SHEET F78
SEE SHEET F79
SEE SHEET F80
SEE SHEET F81
SEE SHEET F82
SEE SHEET F83
SEE SHEET F84
SEE SHEET F85
SEE SHEET F86
SEE SHEET F87
SEE SHEET F88
SEE SHEET F89
SEE SHEET F90
SEE SHEET F91
SEE SHEET F92
SEE SHEET F93
SEE SHEET F94
SEE SHEET F95
SEE SHEET F96
SEE SHEET F97
SEE SHEET F98
SEE SHEET F99
SEE SHEET F100



AREA 3
FINAL
SITE PLAN
SCALE: 1" = 60'

SEE LAND USE GUIDELINES
ON SHEET F9 FOR DESIGN
STANDARDS.

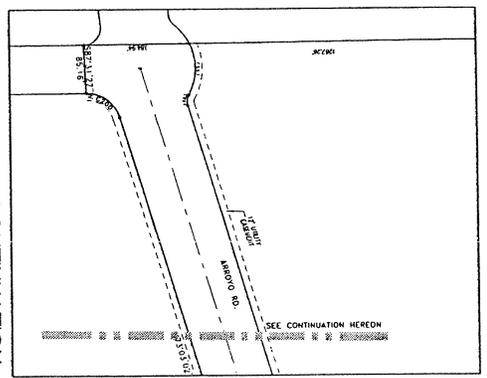
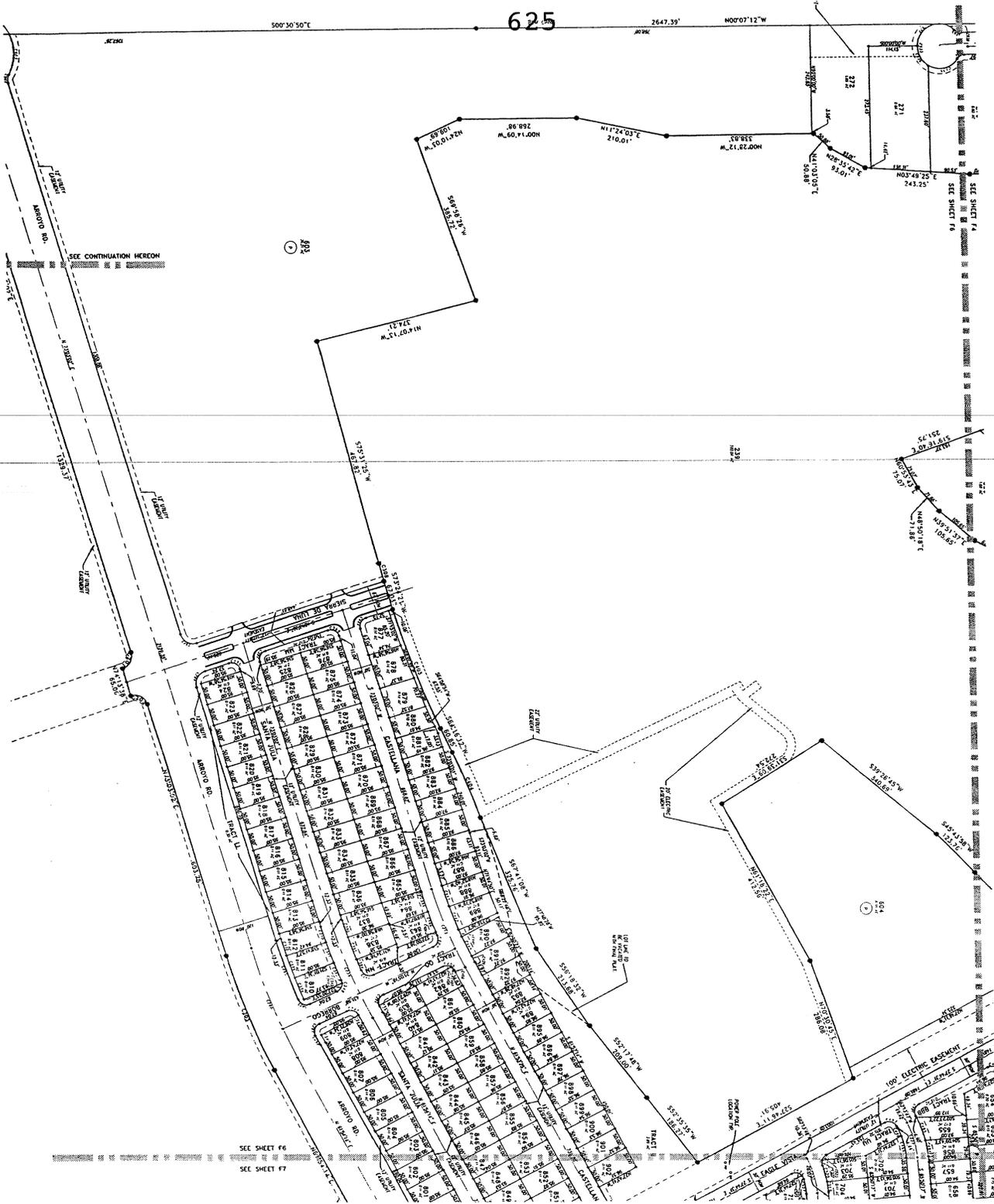
FINAL SITE PLAN
VERDE
METRO
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

CARE PRASAR
OWNER SUBMITTAL 4
OWNER SUBMITTAL 7
OWNER SUBMITTAL 9

DESIGNED BY: IYI
IYI ENGINEERING, INC.
10000 N. MESA LANE, SUITE 100
DALLAS, TEXAS 75243
PHONE: 972.382.1111
FAX: 972.382.1112
WWW.IYIENGINEERING.COM

DATE: 08/11/2011
PROJECT: VERDE METRO
SHEET: F4

625



**AREA 5
FINAL
SITE PLAN**
SCALE: 1" = 80'-0"

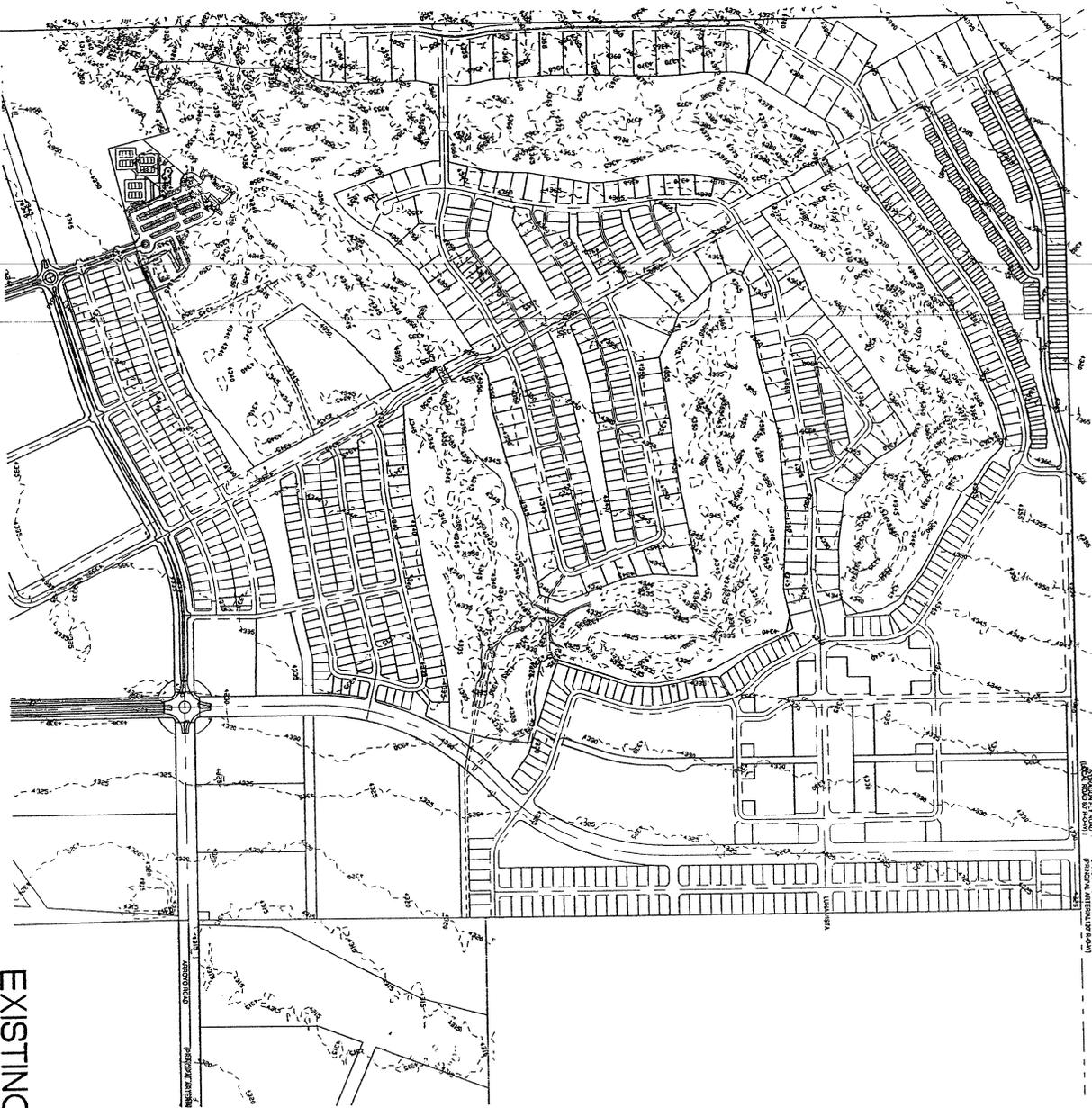
SEE LAND USE GUIDELINES
ON SHEET F9 FOR DESIGN
STANDARDS.

**FINAL SITE PLAN
METRO
VERDE**
PREPARED FOR
PRIOR VERDE LANDS
NEW MEXICO
DATE: [blank]
SCALE: [blank]
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]

DEALON VENTURES, INC.
1415 W. UNIVERSITY AVENUE
SUITE 200
ALBUQUERQUE, NM 87102
TEL: 505.263.1234
WWW.DEALONVENTURES.COM

SCALE: 1" = 80'-0"

SHEET F6
OF 6



PROYECTO METRO VERDE
PREPARADO POR: [unreadable]

EXISTING TOPOGRAPHY
SCALE 1:1000



FUD AMENDMENT #1
METRO
VERDE

PREPARED FOR
ERIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PLAQUE
OWNER	SUBMITTAL #
OWNER	SUBMITTAL #
OWNER	SUBMITTAL #

DESIGNED BY: [unreadable]
DRAWN BY: [unreadable]
DATE: [unreadable]
SCALE: [unreadable]

1 Scholz: And the chair votes aye for findings, discussion, and site visit. Okay, on
2 Case Z2796, I'll entertain a motion to accept.

3
4 Crane: So moved.

5
6 Scholz: All right, is there a second?

7
8 Bustos: Second.

9
10 Scholz: It's been moved and seconded, I'll call the roll. Commissioner Crane.

11
12 Crane: Aye findings and discussion.

13
14 Scholz: Commissioner Bustos.

15
16 Bustos: Aye findings and discussions.

17
18 Scholz: Commissioner Beard.

19
20 Beard: Aye findings and discussions.

21
22 Scholz: And the chair votes aye, findings, discussion, and site visit. Okay, those
23 things are approved. Thank you very much.

24
25 **3. Case PUD-09-08:** A request for approval for a Major Amendment to the
26 Sierra Norte master plan and a request for approval for a concept plan of a
27 proposed Planned Unit Development (PUD) known as Metro Verde. Planning
28 Parcels 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, and part of Planning
29 Parcels 29, and 37 of the Sierra Norte master plan are proposed to be
30 amended with a concept plan for Metro Verde. As part of the major
31 amendment there is a zone change request from multiple zoning districts to
32 PUD (Planned Unit Development). The purpose of the concept plan is to
33 develop a mixed-use development that will entail residential, commercial,
34 office, retail, and manufacturing land uses with a golf course. The plan shall
35 be developed in twenty-six (26) phases with the number of dwelling units
36 ranging from 2,701 to 14,922 units. The subject property encompasses 705.2
37 +/- acres of land and is located in the Sierra Norte area north of the future
38 expansion of Arroyo Road and south of the City Limits. Submitted by DVI on
39 behalf of Sierra Norte Land Holdings, LLC, property owner.

40
41 **4. Case PUD 09-09:** A request for Final Site Plan approval for a Planned Unit
42 Development (PUD) known as Metro Verde. The subject property
43 encompasses 705.2 +/- acres of land and that will be a mixed-use
44 development. The plan shall be developed in twenty-six (26) phases with the
45 number of dwelling units ranging from 2,701 to 14,922 units. The subject
46 property is located in the Sierra Norte area north of the future expansion of

1 Arroyo Road and south of the City Limits. Submitted by DVI on behalf of
2 Sierra Norte Land Holdings, LLC, property owner.

3
4 Scholz: Okay, our next piece of business is, let me find my agenda here. This is
5 Case PUD 09-08, a request for approval of a major amendment to the
6 Sierra Norte master plan, and Case PUD 09-09 a request for final site plan
7 approval for Planned Unit Development and master plan. Mr. Ochoa.

8
9 Ochoa: Mr. Chairman I ask the board to suspend the rules.

10
11 Scholz: Okay, I'll entertain a motion to suspend the rules.

12
13 Beard: So moved.

14
15 Scholz: Is there a second?

16
17 Bustos: Second.

18
19 Scholz: It's been moved and seconded. All those in favor say aye.

20
21 ALL COMMISSIONERS - AYE.

22
23 Scholz: Those opposed same sign. Okay, the rules are suspended. Mr. Ochoa,
24 it's up to you.

25
26 Ochoa: Thank you sir. Again for the record Adam Ochoa Community
27 Development. Last case we've got here for tonight gentlemen is PUD 09-
28 08 and PUD 09-09, basically both cases for Metro Verde which as you can
29 see on the vicinity map is located on the most northern part of the Sierra
30 Norte master planned area highlighted here in the I guess off purple if you
31 will.

32 A little background on the property, the Sierra Norte Annexation
33 and master plan were approved in March 2006 which basically annexed
34 about, a little over 1,900 acres into the City of Las Cruces with 57 planning
35 parcels and various zoning designations up there. In 2008 the City
36 Council approved the PUD or Planned Unit Development for Metro Verde
37 for 187 acres located in the northeastern corner of the Sierra Norte master
38 planned area as well. The original Metro Verde PUD is a mixed use
39 development that incorporated residential, commercial, and open space/
40 recreational land uses. In addition, in September 2007 the Planning and
41 Zoning Commission approved the preliminary plat for a single-family
42 residential subdivision in the same area known as The Fountains. Here is
43 the original Sierra Norte master plan. This is the area that we're talking
44 about, like I said the majority of it is single-family residential ... well
45 residential and commercial is what the planning parcels were zoned for
46 the Sierra Norte Master Plan.

1 A little case specifics on the major amendment, the proposed PUD
 2 known as Metro Verde will now encompass 705.14 acres and is a mixed
 3 use development that provides residential, office, commercial, and
 4 industrial land uses with a golf course. The subject property is located
 5 within the Sierra Norte master planned area north of the future expansion
 6 of Arroyo Road, south of the future expansion of Dragonfly Boulevard, and
 7 generally its west of the future expansion of Sonoma Ranch Boulevard.
 8 The proposed PUD will be composed of nine different land use districts
 9 that offer a wide variety of development standards and land uses. The
 10 PUD will include a recreation center, an urban center, a village center, a
 11 business park. It'll incorporate the future waste water treatment plant and
 12 open space with a network of bike and pedestrian trails. Here is a concept
 13 plan for the proposed PUD Metro Verde with the different shadings of
 14 green and so forth are the different areas that are being proposed and
 15 here are the different land uses shown here on the table.

16 A little more in depth into each one of the nine I guess districts that
 17 will be available in the Planned Unit Development, U-3 which is suburban,
 18 it's basically for single-family homes, site built homes with yards,
 19 landscaping surrounding the home. U-4 is general urban which is
 20 basically primarily residential with townhomes, patio homes,
 21 condominiums, apartments, and retirement or assisted living areas. U-5a
 22 is a recreation center. It's a mixed use center that includes residential,
 23 office, lodging, retail, and so forth and civic uses as well. U-5b is an urban
 24 center which has retail, lodging, multi-family uses and so forth like that.
 25 It's more of a high density, high impact area. Village center is mixed use
 26 structures with kind of a center common area for pedestrian friendly area
 27 between the buildings if you will, in front of the buildings, I'm sorry, and a
 28 big common area. SUA is a business park which basically takes in ... it's
 29 a business park with research, development, and some light industrial
 30 uses there.

31 Here's a land use table. The permitted uses in each one of the
 32 different districts in Metro Verde, they range everywhere from residential,
 33 agricultural, equestrian, some recreational, some service uses, utility
 34 related uses, and transportation uses. Asterisks next to the A for allowed,
 35 basically stands for that residential land uses are restricted to the second
 36 floor and above on multi-story buildings.

37 A little more case specifics on this, Metro Verde PUD also
 38 introduces some sustainable concepts to help the proposed development
 39 to be labeled green. The proposed Metro Verde PUD has a phasing plan
 40 that outlines the build out of the PUD in 26 possible phases in which the
 41 options to build out in any order and in conjunction with each other as long
 42 as access, secondary access, infrastructure, and fire flow issues are met
 43 in accordance with the applicable adopted codes of the City of Las
 44 Cruces, in other words they can't build it unless they have complete
 45 access to it. Individual phases will also have the option to be combined
 46 into larger phases or reduced to smaller phases. The Metro Verde PUD

1 will have direct access from the future expansion of Arroyo Road, Sonoma
 2 Ranch Boulevard respectively. The Metropolitan Planning Organization
 3 has classified Arroyo Road and Sonoma Ranch Boulevard as principal
 4 arterials. In November 2009 the MPO Policy Committee changed
 5 classification of Dragonfly Boulevard west of Sonoma Ranch Boulevard to
 6 a local roadway that will be built out as a local roadway. In addition the
 7 MPO Policy Committee also amended Settlers Pass to be moved slightly
 8 west from its I guess current location, previous location, onto the
 9 applicant's property and it will terminate at Arroyo Road rather than
 10 terminating north of Arroyo Road at Dragonfly Boulevard.

11 Here's the MPO thoroughfare plan showing the future expansions
 12 of, here's Dragonfly Boulevard here, Sonoma Ranch, and Arroyo Road
 13 right here as well. Here's some of the sustainability concepts including
 14 pervious asphalt and so forth like that. Here is a map of the phasing plan
 15 for Metro Verde PUD, listed from A through Z. Some case specifics for
 16 the final site plan is the developer has called out a total number of dwelling
 17 units allowed in the PUD ranging anywhere between a little over 2,700 to
 18 about 14,922 units. The probable build out for the dwelling units will be
 19 approximately about 5,122 dwelling units. The proposed layout for the
 20 final site plan is in accordance with the proposed concept plan. Any future
 21 final plats submitted for Metro Verde PUD will be processed
 22 administratively in accordance with the City of Las Cruces subdivision
 23 code.

24 On January 6, 2010 the Development Review Committee or DRC
 25 reviewed the concept plan and final site plan for the proposed Metro
 26 Verde PUD. DRC recommends approval for the concept plan and final
 27 site plan for the PUD known as Metro Verde. The DRC did request that
 28 the applicant meet with city engineering staff to conclude all comments
 29 and any recommendations prior to the Planning and Zoning Commission
 30 meeting. I believe all outstanding comments have been resolved.
 31 Recommendation of the Planning and Zoning Commission tonight will be
 32 forwarded to the City Council for final consideration. Your options tonight
 33 gentlemen for each one is to vote yes to approve the request, the request
 34 as recommended by DRC for Case PUD-09-08 and PUD-09-09; vote yes
 35 to the approve the request with additional conditions as deemed
 36 appropriate by the P&Z, or vote no to deny the request, or forward to table
 37 and postpone and direct staff accordingly. That's the conclusion of my
 38 presentation. Applicant and representatives are here for presentation as
 39 well. And I stand for questions.

40
 41 Scholz: Okay. Questions for this gentleman? Commissioner Crane.

42
 43 Crane: Quite possibly Mr. Ochoa in the large amount of material we've been given
 44 to study, there's an answer to my question, but perhaps you can save me
 45 a moment. Where does the water come from for irrigating the golf
 46 course?

1
2 Ochoa: Commissioner Crane, Mr. Chairman, I'll go ahead and let the applicant
3 answer that sir.
4
5 Crane: Thank you.
6
7 Scholz: Okay, other questions? Okay I have one. I'm curious about Dragonfly
8 Boulevard. In the original plan Dragonfly Boulevard continued across the
9 top of the property as I recall. Is that right or should it actually go through
10 the property?
11
12 Ochoa: Mr. Chairman, it actually goes through the property.
13
14 Scholz: Okay. And what was the reason for cutting off or for realigning Settlers
15 Pass Road?
16
17 Ochoa: I'm sorry, forgive me, it actually runs on top of the ...
18
19 Scholz: On the top of the property. Yeah, that's what I thought. I thought it was
20 the top, like the northern boundary. What was the idea of cutting off
21 Settlers Pass Road at Arroyo instead of extending it up to Dragonfly?
22
23 Ochoa: Mr. Chairman to our knowledge I believe the topography restraints.
24
25 Scholz: Okay. It'd be too difficult to do that?
26
27 Ochoa: I believe so sir.
28
29 Scholz: Okay. Well all that was reported in our packet was that the MPO had
30 made that change and I was wondering why they had done that. It seems
31 to me that restricts access to one side of this property and puts more
32 pressure on Sonoma Ranch Boulevard, and I don't know what the other
33 access is. Perhaps the developer can enlighten us.
34
35 Ochoa: The developer and the applicant are here to answer any more questions
36 you might have about that sir.
37
38 Scholz: Okay, good. Let us hear from the applicant.
39
40 Kenney: Good evening, I'm Matt Kenney from DVI here representing the land
41 developer. We're going to go through some of the planning and urban
42 design elements that we worked on and then also engineering and
43 sustainability. The owner is here, Norte Land Holdings, LLC. The
44 developer is Bright View Land Company and DVI is the planning urban
45 design and engineering firm.

1 So starting with the planning and urban design elements, the
2 property is located on the northern boundary of the city limits. This is
3 Highway 70 and this is Interstate 25. Since you were talking about the
4 major thoroughfare plan, I guess I can go ahead and talk about that while I
5 have this map up.

6
7 Scholz: Sure.

8
9 Kenney: I'm actually going to go to the next map. The Bureau of Land
10 Management has put together a recreation area for the Doña Ana
11 Mountains, so they're in the process of preserving this and they did not
12 want Dragonfly Boulevard to cross their property. So we went ahead and
13 made a request to formerly change the major thoroughfare plan to take
14 Dragonfly Boulevard off of the major thoroughfare plan based on that
15 request. A collector by definition connects two arterials and brings traffic
16 from a neighborhood out to an arterial. So when you take Dragonfly
17 Boulevard off of the map, this linkage no longer functions as a collector
18 because it no longer has an arterial to connect to. In addition to that, there
19 is a significant canyon feature that's the upper part of the Doña Ana
20 Arroyo watershed and it was deemed appropriate to preserve that within
21 the recreation area instead of bringing a five-lane road through there and
22 destroying that ravine. So between the fact that it no longer would
23 function as a collector and the topographical constraints that are there, the
24 Policy Committee decided to take Settlers Pass off the map. Does that
25 help answer that specific question?

26
27 Scholz: Well that tells me why they did it, but what my concern was access to the
28 west side of the property.

29
30 Kenney: Okay, we have a development plan at the end that kind of shows our
31 vision of how the area will built out.

32
33 Scholz: Okay.

34
35 Kenney: And I think I can show you connectivity at that point.

36
37 Scholz: Good. Thank you.

38
39 Kenney: So coming back to the overall vicinity map, you'll recall that the original
40 Metro Verde was this 187 acres in the northeast corner. We're now
41 expanding to the 700 acres that's the dark green, and ultimately there'll be
42 amendments to bring in everything in the light green as well. We're
43 starting with the area north of Arroyo Road cause it ties into the village
44 center concept and areas south of Arroyo have a different planning
45 concept. The village center is located in a place that serves the northeast
46 quadrant of the City of Las Cruces and with the removal of Dragonfly

1 Boulevard the connection to Interstate 25 is Arroyo Road at the Doña Ana
2 interchange, and so this will give a pretty easy access to the village center
3 off of what will become at some point a major east/west connector for our
4 city.

5 As I mentioned, the BLM is working on a Doña Ana Recreation
6 area. They might possibly include in the recreation area the states land
7 you see in blue. They might trade it at some point. The schools are being
8 constructed on Peachtree and Jornada Road, just as a reference point for
9 you there. As Adam mentioned, this was the original planning primarily
10 single-family with some commercial nodes. And the preliminary plats that
11 had come forward had shown a mapping similar to this with primarily
12 single-family residential around the golf course. What we're proposing is
13 to use the smart growth principals of the original planned unit development
14 and create a mixed use neighborhood containing the commercial activity
15 village that supports the existing northeast, Mesa homes, a large number
16 of golf course lots, and the vehicle oriented commercial centers. What
17 we're really doing is returning to the way things were always built, even in
18 Las Cruces we originally had shops on the bottom and places to live
19 above, so that you were living where you worked. We hope to bring that
20 tradition back.

21 Our concept plan, everything ... this is Arroyo Road here and
22 Sonoma Ranch Boulevard. This is the village center that was approved in
23 2008 with higher density residential uses around the village center, and
24 then single-family areas outside of that. As we expand to a larger area it
25 was important to us to provide commercial uses within walking or biking
26 distance of all the residential uses so we placed a mixed use center on the
27 southwest corner of the property as well, that possibly could become a
28 resort area or some kind that would fit with the club house of the golf
29 course. And then you have a mixture of different residential uses around
30 the golf course. A commercial center at the intersection of Sonoma Ranch
31 Boulevard and Arroyo Road, and then an employment center, for research
32 and development, office park type uses at that intersection as well.

33 One of the other uses that we're adding is a civic use, a public use
34 for future wastewater treatment plant the city has on their utility master
35 plan, a location for a wastewater treatment plant and we're facilitating that
36 in this property here, and adding additional open space for the drainage. I
37 believe the original master plan combined the drainage function and the
38 wastewater treatment function in one tract and we've provided an
39 additional 10 acres for the wastewater treatment plant. In terms of your
40 question about the water for the golf course, it's our understanding that the
41 annexation was based on a condition that the golf course would be
42 watered with reclaimed water from this wastewater treatment plant when
43 the city builds it. It's obviously not there yet and it'll take a certain amount
44 of development to get it built, but ultimately the plan is to water the golf
45 course with reclaimed water. In the meantime, the golf is intending to drill

1 a well right adjacent to Arroyo Road and that will facilitate the city being
2 able to prove water rights on the East Mesa over the time that it's in use.

3 Adam went through the land uses very nicely. Ultimately you figure
4 out what land use you're in, you go down the table, if there's an A there it's
5 allowed, if there's no A it's not allowed. And the A's that are there, the
6 allowed uses that are there are allowed by right within that land use, so it
7 gives you some flexibility in terms of what you can build. So we're looking
8 to create a place that people will enjoy being. A place that people can live
9 and work and play. And we've been to a number of these type of centers
10 around the country, both in the west and in the east and we hope to bring
11 this type of development to Las Cruces. The engineering and
12 sustainability concepts are the same as what you saw in 2008 with the
13 original Planned Unit Development, there is still a commitment for
14 pervious concrete in the multi-family and village center parking lots which
15 as we demonstrated before, the typical approach to parking lots with
16 asphalt or concrete would generate somewhere around 25 acre feet of
17 runoff off of the parking lots that you see in here. With the pervious
18 concrete letting the water through you're probably looking at closer to five
19 acre feet, so it's a tremendous reduction in runoff.

20 In terms of utilities, the project will be served by city water, city
21 sewer, and Rio Grande gas. And again we maintained all the
22 sustainability concepts that you saw in the first go round of this project.
23 We have slides of the different concepts of energy, transportation, water
24 conservation, waste reduction, and recycling, urban design, and green
25 building. Our idea here is to create a wholistic approach to green building
26 and sustainability for the area. Now that we're expanding to a much larger
27 area, we hope to carry that on through the entire area. So in general a
28 high density mixed use development will use less energy than typical land
29 uses will. We have a land use approach that allows for all different modes
30 of transportation; walking, biking, public transportation, and individual
31 vehicles. In terms of connectivity, on The Fountains development I
32 believe that they had not connected across the golf course, we are
33 proposing to bring a road up the power line and connect internally on this
34 side, so it does create a nice access loop that we've looked at it with
35 public works and fire department and other departments within the city
36 and they feel comfortable that we have enough connectivity with all the
37 access loops that we have, that people have a lot of different ways in and
38 out, both for emergencies and for daily use.

39 Again, we're planning on constructing tree lined streets within the
40 project and using roundabouts at the intersections. This is a roundabout
41 in Clovis, New Mexico. We're hoping to reduce the amount of water
42 consumption and the irrigation in the project in general by the use of
43 pervious concrete and water harvesting throughout. Again, the tree lined
44 streets will have swales in the parkways to absorb the runoff from the
45 street. We're looking at ways to reduce construction waste and residential
46 waste. The developer will provide recycling on site, both for residences

1 with the blue bins but also there is a company in town that can grind up
 2 concrete and wood and other things and use it as soil treatments and
 3 erosion control measures and other things, so that you don't haul the
 4 amount of waste off to the dump that you normally have.

5 This was the village center concept that we had. We have a stage,
 6 an observation tower in the middle, some kiosks for vendors, possibly a
 7 farmers market and so forth. Angled parking on the street. The buildings
 8 are oriented in a way that there's a fairly limited number of west facing
 9 windows, so they'll be fairly energy conscious buildings just from the urban
 10 design standard point. And we have the promenade park that connects
 11 the village center and the plaza to the multi-family areas. This was just an
 12 architectural rendering of what that might look like. Again, we're trying to
 13 make a commitment to sustainability. In terms of walking and biking it's
 14 pretty easy to get from anywhere in the amendment to the village center.
 15 You have a number of different connections that are separate from
 16 vehicles and that'll be nice for walkers and bikers. The promenade park is
 17 the 40-foot wide park system that connects the village plaza to the
 18 multifamily areas and we intend to place play structures along that so that
 19 people living in high density residential have a place to send their kids and
 20 get out of the house a little bit.

21 In order to try to make this an exceptional sustainable development
 22 under the green build New Mexico program we're requiring a list of green
 23 building elements that builders will have to use. These are things that are
 24 more energy conscious above and beyond what the building code requires
 25 builders today and we hope that they'll be enticed to go ahead and join the
 26 green build New Mexico program as they build. So this is a general
 27 development plan of what we think the area might build out as. Each color
 28 on this plan represents a different housing product. You have large estate
 29 lots, you have smaller courtyard homes and casitas. You have a resort
 30 research and development park and so forth. And we think we have
 31 written a Planned Unit Development that will facilitate a really nice project.
 32 I'd be happy to answer any questions you may have.

33
 34 Scholz: Okay, Commissioner Crane.

35
 36 Crane: Thank you for the information on the golf course watering. I think an early
 37 version of this might've appeared before the Commission in my short time
 38 here as goes back just about a couple of years, but I want to bring up a
 39 point about the traffic circles that Commissioner Shipley raised on that
 40 occasion. He pointed out that the circles while they look good were too
 41 small to allow a moving van or any what is the length of a truck, about 65
 42 feet. A 65-foot truck with trailer to get around. And I wonder if the ones
 43 you're going to have are the same size ones in Clovis which look big
 44 enough. I can imagine a semi getting around that. But the original ones
 45 were kind of small. I can't see the size of that.

46

- 1 Kenney: We're using the federal highway administration's recommendations for the
2 size of the circle and making sure that both fire trucks, buses, and semi
3 trailers can make it around the circle. It will be a very large circle, since it
4 is an arterial.
5
- 6 Crane: Thank you.
7
- 8 Scholz: All right, other questions for Mr. Kenney. Commissioner Beard.
9
- 10 Beard: As I remember last time Moongate had water up to that area. Moongate's
11 not going to provide any of the water for their now? Is it just going to be
12 provided by the city?
13
- 14 Kenney: That's correct.
15
- 16 Scholz: Other questions? Okay, thank you Mr. Kenney. Good presentation.
17 Appreciate it. All right, I will open this to public discussion. Is there
18 anyone from the public who wishes to speak to this? Please come up and
19 state your name.
20
- 21 Pickett: Good evening Commissioners. My name is Larry Pickett. I'm an attorney
22 here in town.
23
- 24 Scholz: Okay, Larry would you stay a little closer to the microphone.
25
- 26 Pickett: I shall.
27
- 28 Scholz: Thank you.
29
- 30 Pickett: Voice is a little hoarse any way. Arise is a point of inquiry on behalf of my
31 old friend Louie Guariano who is a resident out in that area. And he's
32 expressed some concerns to me that he would like to bring to the attention
33 of this Commission. Concerns whether the applicants in this case have
34 properly complied with the city code. What he is aware of is that there is
35 pending litigation going on affecting the parties, many of the parties that
36 are the subject of these developments on these two requests that are
37 before this Commission. As you should be aware there are city codes that
38 require applicants to disclose any pending litigation that might be
39 occurring in that area as part of their conditions of being approved by this
40 Commission as well as whomever might be involved in doing that. The
41 obvious purpose of that is that if any of these developers are in the course
42 of litigation it might affect the title, put a cloud on the title of those
43 properties out there and create some serious problems.
44 So the purpose is to bring that to the attention of this Commission.
45 If you want me to cite to you the codes that specifically address the
46 requirements of the applicants to disclose pending litigation its 37-46, 38-

- 1 10c. If the applicants have not made those disclosures, then it would be
 2 our position that they make them, that this matter should be tabled until it's
 3 determined whether it would have a material effect on the ability of these
 4 developers to go forward. And that's my statement to the Commission.
 5 Obviously, we would object if they haven't complied with city code.
 6
- 7 Scholz: Okay. Thank you. Staff are you going to respond to this?
 8
- 9 Rodriguez: Mr. Chairman, for the record Cheryl Rodriguez, Community Development
 10 Department. Chapter 37 and subdivision code is not germane to this
 11 development application as this is a PUD submittal. In terms for Chapter
 12 38, it is a zoning code and it is a submittal requirement. The application
 13 has been signed by the property owner and city staff is not aware of any
 14 pending litigation, so I would defer to the applicant as they did submit their
 15 application on whether or not there was any pending litigation. But city
 16 staff is not aware of any pending litigation by a court of law pending for
 17 this area. So I would defer to the applicant to properly answer that
 18 question.
 19
- 20 Scholz: Okay. May we hear from the applicant?
 21
- 22 Moscato: Good evening. John Moscato representing Sierra Norte Land Holdings.
 23 The provision that's been pointed out to me reads that any pending
 24 litigation or any final order entered by any court of law regarding the
 25 ownership of the subject property shall be disclosed. There is no pending
 26 litigation regarding the ownership of the subject property.
 27
- 28 Scholz: Okay. And so that's our only concern here?
 29
- 30 Moscato: Yes.
 31
- 32 Scholz: Okay. Thank you very much. Anyone else from the public wish to speak
 33 to this?
 34
- 35 Pickett: Alert the Commission and the city to Compass Bank versus Sierra Norte
 36 Land Holdings, Katarina LLC, Bright View Land, this is a complaint on
 37 default and foreclosure. Now you all can decide whether that falls within
 38 the definition of the city code. The western oil field supply company
 39 versus Katarina Inc, Sierra Norte Land Holdings, and the City of Las
 40 Cruces, by the way, and it also is a complaint in debt, money due, and
 41 foreclosure. I would suggest you confer with your council before you
 42 make any hasty decision on these requests.
 43
- 44 Scholz: Thank you Mr. Pickett.
 45

- 1 Abrams: Jared Abrams, city legal. This is kind of a fine line, but in looking at what
2 Mr. Pickett is citing, it refers to ownership of the land. Now from what I
3 understand he is referring to is this a suit to force close of mortgage. It
4 doesn't per se affect ownership of the land, rather the bank is saying
5 (*inaudible*) debt. So the developer would need to own the land pending
6 the potential foreclosure. So my opinion would be that it wouldn't apply
7 here.
8
- 9 Scholz: Okay. All right. Thank you Mr. Abrams.
- 10
11 Crane: Mr. Chairman.
- 12
- 13 Scholz: Yes. Commissioner Crane.
- 14
- 15 Crane: If I default on my house payment, the bank owns my house, doesn't it?
16
- 17 Scholz: If they foreclose, yes.
18
- 19 Crane: Surely then this matter potentially involves ownership of the land?
20
- 21 Abrams: Yes, it would potentially. I guess my point is, if you have two people who
22 are simultaneously claiming ownership of a parcel of land one could say
23 that's a dispute as to ownership. But until the bank actually forecloses,
24 there is no dispute as to ownership, the bank is merely saying you're in
25 default.
26
- 27 Crane: And foreclosure proceedings are in motion, right?
28
- 29 Abrams: I don't know. (*inaudible*) I assume I'm actually characterizing (*inaudible*).
30 If what I understand Mr. Pickett is saying is, that it's not a dispute as to
31 ownership per se, rather the bank is in the midst of foreclosure. It's
32 admittedly a fine line, but I don't think that it goes to ownership. It's not a
33 dispute as to ownership, rather it's simply foreclosure on a mortgage.
34
- 35 Crane: Sounds pretty heavy to me. I'm glad I'm not an invested in that property.
36 It sounds to me as if you're talking about potentially clouded title.
37
- 38 Abrams: Well it doesn't cloud the title, but it could result in the bank eventually
39 possessing the land.
40
- 41 Scholz: Right, in a change of ownership rather than ... yes, right. So what he's
42 saying is the ownership is not in dispute, we know who owns it now. If it
43 goes in foreclosure and the bank forecloses then the bank owns it. Okay?
44
- 45 Crane: So it's an ownership issue?
46

- 1 Scholz: So the ownership changes. But I think as I look at it you know I don't have
2 legal training, but you know that's what it seems to me. The ownership
3 would merely change from the you know the present owner to the bank.
4
- 5 Abrams: That's correct. Yes.
6
- 7 Scholz: Right, that's what happens in foreclosure proceedings. I don't think that
8 clouds the title or makes a contest between the owners.
9
- 10 Crane: I probably misused the term, but okay if the bank takes over the property,
11 is the bank going to develop it according to this plan?
12
- 13 Abrams: Well most likely the bank would auction it off to someone else as opposed
14 to develop it itself, but if the bank or any person that purchases it through
15 the foreclosure auction develops the land and they essentially step into
16 the shoes of the subdivider. They're still bound by the city's regulations.
17
- 18 Scholz: Right, they're bound by the zoning decision that has been made. You
19 know, what you're doing when you buy a piece of land which has been
20 zoned, you're buying the zoning.
21
- 22 Abrams: Yeah, so for example if this particular subdivider, developer incur certain
23 obligations, whoever purchases it from him whether they like those
24 obligations or not, is bound by them.
25
- 26 Crane: So this potential ownership change does not stall our proceedings tonight?
27
- 28 Abrams: Well the way I interpret the ordinance that Mr. Picket is referring to, no it
29 wouldn't.
30
- 31 Crane: Thank you.
32
- 33 Abrams: It might be helpful to have the applicant respond to this in more detail
34 because obviously he's the one who knows, or presumably knows what if
35 anything he's being sued for. But as it stands, I don't see the ordinances
36 interfering with your decision tonight.
37
- 38 Scholz: Okay. Would the applicant like to respond to this? Please identify
39 yourself again when you come to the mike.
40
- 41 Moscato: John Moscato for Sierra Norte Land Holdings.
42
- 43 Scholz: John, thank you.
44
- 45 Moscato: I'd like to make two points, number one the foreclosure proceeding that
46 was referred to pertains only to the original 187 acres of the Metro Verde

1 project. That plan was approved nearly two years ago and is essentially
2 unchanged within what's being proposed this evening. Secondly, the bank
3 reported a full and complete release of mortgage and noticed that the
4 promissory note was paid for the mortgage on that property and that was
5 filed of record at the county clerk's office June of 2009. That's public
6 record.

7
8 Scholz: Okay. Does that answer your question Commissioner Crane?

9
10 Crane: Yes, thank you.

11
12 Scholz: Thank you very much. Okay, I'm going to close this to public input.
13 Commissioners we have to re-instate the rules. All right. So I'll entertain a
14 motion to reinstate the rules.

15
16 Crane: So moved.

17
18 Scholz: A second.

19
20 Bustos: Second.

21
22 Scholz: All those in favor say aye.

23
24 ALL COMMISSIONERS - AYE.

25
26 Scholz: Those opposed, same sign. And abstentions. The rules are reinstated.
27 Now we can move on Case PUD-09-08. All right, I'll entertain a motion to
28 accept, to approve, excuse me.

29
30 Crane: So moved.

31
32 Scholz: Is there a second?

33
34 Bustos: Second.

35
36 Scholz: I'll call the roll. Commissioner Crane.

37
38 Crane: Aye findings and discussion.

39
40 Scholz: Commissioner Bustos.

41
42 Bustos: Aye findings and discussion.

43
44 Scholz: Commissioner Beard.

45
46 Beard: Aye findings and discussions.

- 1
2 Scholz: And the chair votes aye for findings and discussion. Okay, Case PUD-09-
3 09. I'll entertain a motion to approve.
4
5 Crane: So moved.
6
7 Scholz: Is there a second?
8
9 Bustos: Second.
10
11 Scholz: I'll call the roll. Commissioner Crane.
12
13 Crane: Aye findings and discussion.
14
15 Scholz: Commissioner Bustos.
16
17 Bustos: Aye findings and discussion.
18
19 Scholz: Commissioner Beard.
20
21 Beard: Aye findings and discussions.
22
23 Scholz: And the chair votes aye findings and discussion. So that's approved as
24 well. Thank you very much gentlemen for your patience.
25
26 1. Adoption of Statement of Reasonable Notice as required by Section 10-15-
27 1(B) of the Open Meetings Act, Section 10-15-1 to 10-15-4, New
28 Mexico Statutes Annotated (1978) as amended.
29
30 Scholz: Okay, our next piece of business is the adoption of the statement of
31 reasonable notice. And Mr. Hembree, you have.
32
33 Hembree: I do have that which was inadvertently left out of your packet and I will
34 distribute that to the Commissioners right now.
35
36 Scholz: Please do. Right and we'll take turns reading it here. Like we did last
37 year. It's like of like an oral interpretation. Okay, I'll begin reading, I'll do
38 the first, let's see I'll do all the whereas's, Mr. Beard if you will do the now
39 therefore, down to section three, so in other words you have now
40 therefore, one, and two. Mr. Bustos if you will read three and four and four
41 actually has two parts. There are two fours. Isn't that interesting? So
42 read three, four, and four. And then Mr. Crane if you will read five, six,
43 and seven, and I'll close with eight. Okay. Are you ready?
44 The City of Las Cruces Planning and Zoning Commission
45 Commissioner Statement of Reasonable Notice for Meetings. The
46 Planning and Zoning Commission is informed that: Whereas, the

The Pickett 645

Law Firm, LLC

Attachment "C"
500 N. CHURCH STREET
P.O. BOX 1239
LAS CRUCES, NEW MEXICO 88004

Tel. (575) 526-3338

Fax (575) 526-6791

Lawrence M. Pickett
e-mail: larry@picklawllc.com

Mark Pickett
e-mail: mark@picklawllc.com

Keith S. Burn
e-mail: kburn@picklawllc.com

Mollie C. McGraw
e-mail: mmcgraw@picklawllc.com

February 10, 2010

VIA HAND DELIVERY

Community Development Department
575 S. Alameda, Suite 103
Las Cruces, NM 88001

Attention: Cheryl Rodriguez

**Re: Objection to Planning & Zoning Recommendation to Affirm the
Requests of Parties in Cases PUD 09-08 and PUD 09-09 (Metro
Verde)**

Dear Ms. Rodriguez:

As authorized by the Zoning Code, Louis A. Gariano, both a person and a person affected by the decision of the City of Las Cruces Planning and Zoning Commission and administrative officials who made decisions in the administration or enforcement of the Zoning Code and/or resolutions, rules or regulations adopted pursuant to Municipal Code Sections 38-10 and 38-13, Section 3-21-1, et seq., NMSA 1978 comp., hereby exercises the right to object to the Planning & Zoning Commission's recommendations in Cases PUD 09-08 and PUD 09-09. Mr. Gariano's objections were made of record at the Planning & Zoning meeting on January 26, 2010.

This objection is initiated in writing within fifteen (15) days of the decision of the Planning & Zoning Commission to preserve any appeal rights under Municipal Code Section 38-13 (c), Sections 3-21-1 through 3-21-12 and 3-21 (A), NMSA 1978, if the Community Development Department or City Council determines the decision of the Planning & Zoning Committee is final and approved.

A detailed statement of the grounds for this objection is set forth below, describing the objections to the decision of the Planning and Zoning Commission, including those set forth in the below-numbered paragraphs. The reason for the objection is that the Zoning Code was not followed in approving the application. The application and its approval did not comply with the requirements of the

Cheryl Rodriguez
February 10, 2010
Page 2

Zoning Code and such failure to comply with the Zoning Code is harmful to Mr. Gariano plus the review process is the method for correcting situations such as this and overturning erroneous decisions. Attached hereto as Exhibit A are the transcribed Minutes of the January 26, 2010 Planning and Zoning Commission hearing, copies of the some of the relevant sections of the Zoning Code and copies of relevant documents including those identified at the hearing.

1. From Article II, Administration of the Zoning Code, Section 38-10, which requires an application in order to be approved meet, amongst other things, the following condition which requires identification of: "b. any pending litigation or final order entered by any court of law regarding the ownership of the subject property shall be disclosed by the Applicant at the time the application is submitted."
2. Mr. Gariano owns property near to the property that is the subject of this proceeding and received written notice from the City of Las Cruces of these proceedings.
3. Mr. Gariano objected to approval at the Planning and Zoning Commission hearing and alerted the Planning and Zoning Commission that the application did not comply with the requirements of the City Zoning Code.
 - a. Applicant identified the application as not complying with the requirements of Section 38-10 of the Zoning Code and if applicable, the companion sections of the Subdivision Code, 37-46. (Minutes of the Regular Meeting of the Planning and Zoning Commission for the City of Las Cruces, January 26, 2010, pages 20 -21)
 - b. The City representative of the Community Development Department stated Chapter 37 of the Subdivision Code was not germane; however, under Section 38, which is the zoning code, it is a submittal requirement. (Minutes, page 21)
 - c. City staff further stated they were not aware of any pending litigation by a court of law for that area. (Minutes, page 21)

Cheryl Rodriguez
February 10, 2010
Page 3

- d. John Moscato, representing Sierra Norte Land Holdings, then informed the Planning and Zoning Commission that there was no pending litigation regarding ownership of the subject property. (Minutes, page 21)
- e. Applicant then alerted the Commission to litigation of Compass Bank v. Sierra Land Holdings, Katerina, LLC, Bright View Land Company as a complaint on default and for foreclosure of the subject land. (Minutes, page 21)
- f. Mr. Gariano also notified the Commission of the litigation of Western Oilfields Supply Company v. Katerina, Inc., Sierra Norte Land Holdings and the City of Las Cruces, which was also a complaint in debt, money due and for foreclosure of the subject land. (Minutes, Page 21).
- g. There was considerable discussion regarding the effects of foreclosure, the possibility that a bank would become the owner and that the litigation entails potential change of ownership. (Minutes, Pages 22 - 23)
- h. John Moscato for Sierra Norte Land Holdings then stated that the foreclosure proceeding only pertained to the original 187 acres of Metro Verde AND the Bank had reported a full and complete release of mortgage and notice that the promissory note was paid for the mortgage on that property and that was filed of record in the Dona Ana County Clerk's Office in June, 2009. (Minutes, Pages 23 - 24)
- i. John Moscato of Sierra Norte Land Holdings mislead the Commission by stating that the foreclosure proceedings pertained only to the original 187 acres of Mesa Verde. The Compass Bank v. Sierra Norte Land Holdings, Katerina, LLC, and Bright View Land Company lawsuit attached as Exhibit A does pertain to the 187 acres of Metro Verde; however, the other lawsuit, Western Oilfield Supply Company v. Katerina, Inc., Sierra Norte Land Holdings and the City of Las Cruces

Cheryl Rodriguez
February 10, 2010
Page 4

applies to the entire 702 acres of this PUD plus additional nearby land. (Exhibit C)

4. John Moscato of Sierra Norte Land Holdings further mislead the Commission when he stated the bank reported a full and complete release of mortgage and noticed the promissory note was paid for the mortgage on that property as in the very litigation that Mr. Moscato cites to, Compass Bank claims that the release of mortgage was filed in error, that the promissory note and mortgage have not been paid and that their lien should be re-established. (Exhibit B, highlighted portion)
5. Applicant's failure to follow the requirements of the Zoning Code prevented City Staff and the City Attorney from being able to review the pending litigation where they would have seen:

Compass Bank litigation alleging John Moscato and Bright View owed \$4,870,500.00 in principal plus accrued interest of \$68,792.00 as of December 18, 2009, and the June 4, 2009, Release of Lien was mistaken, the note was not paid and a receiver should be appointed to manage the property until a court ordered sale. (Exhibit B)

AND

Western Oilfield's case (Exhibit C) which contains allegations that Sierra Norte Land Holdings, Inc. IS NOT the owner of the property (Exhibit C) and Judgment for Western Oilfield against Katerina, Inc. as Owner. (Exhibit C)

These foreclosure documents specifically state ownership and control of the land is being litigated.

Cheryl Rodriguez
February 10, 2010
Page 5

6. It is inappropriate to claim that foreclosure lawsuits do not affect title to property as shown in both of the pending foreclosure lawsuits. Notices of pending litigation intended to put everyone on notice that title to the property was in litigation were filed. (Exhibit D)
7. The threat of foreclosure alone is sometimes sufficient to affect title to property as shown by John Moscato's and Bright View Land Company's recent deeds in lieu of foreclosure given to Compass Bank on other properties. (Exhibit E)
8. Foreclosures and the threat of foreclosure result in losses to the City, its citizens and the City government. This is shown by the recent abandonment of the mostly unfinished common areas in Phase 3 of the Pueblos at Alameda by Bright View/John Moscato where at the same time they gave a Deed in Lieu of Foreclosure to the lender, they dumped the mostly unfinished common areas on the Homeowners' Association. (Exhibit F)
9. Matt Kinney, the same engineer who is pushing this project similarly presented Phase 3 of the Pueblos at Alameda Ranch to the Planning and Zoning Commission (Exhibit G). It is now known his presentation for Phase 3 of the Pueblos at Alameda Ranch was untrue and unenforceable. Although not supplied by the Applicant as the Zoning Code requires, the Commission and the City is now on notice of potential failures related to the threat of foreclosure. Promises to the Planning & Zoning Commission do not appear enforceable. (Exhibits E and F)
10. If Staff had been alerted to the pending litigation as required by the Zoning Code, they would have been able to discover that taxes on the subject property have been unpaid for over two years, thus subjecting the property to potential state auction for back taxes and thus new ownership. (Exhibit H)
11. Failure to require the previous owner of this land to follow the City Subdivision and Zoning Codes resulted in harm to City residents, the City itself and avoidable litigation. This application should be turned

Cheryl Rodriguez
February 10, 2010
Page 6

down for non-compliance with the City Zoning Code and Applicants required to re-apply in compliance with the Zoning Code.

12. Mr. Gariano requests that when a public hearing is scheduled for this matter that he be notified and allowed to present his objections to City Council for review.
-

Yours very truly,

THE PICKETT LAW FIRM

A handwritten signature in black ink that reads "Lawrence M. Pickett". The signature is written in a cursive style with a large initial "L" and "P".

LAWRENCE M. PICKETT
on behalf of Louis A. Gariano

LMP:clf
Enclosures

**MEETING OF PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
January 26, 2010 at 6:00 p.m.**

BOARD MEMBERS PRESENT:

Charles Scholz, Chairman
Godfrey Crane, Vice Chair
Donald Bustos, Secretary
Charles Beard, Member

BOARD MEMBERS ABSENT:

Shawn Evans, Member
Ray Shipley, Member

STAFF PRESENT:

Cheryl Rodriguez, Development Services Administrator
Adam Ochoa, Associate Planner
Gary Hembree, Senior Planner
Jennifer Robertson, Planner
Robert Gonzales, Las Cruces Fire.
Steve Mims, Las Cruces Fire
Jared Abrams, CLC Legal Staff
Becky Eich, Recording Secretary

I. CALL TO ORDER 6:00

Scholz: Good evening, and welcome to the Planning and Zoning Commission for Tuesday, January 26th. I'm Charlie Scholz the Chair of the Commission. Let me introduce the other members of the Commission. On my far right is Commissioner Crane, he represents District 4, he's our Vice Chair. Next is Commissioner Bustos who represents District 3, and he's our secretary. Next to me is Commissioner Beard, he represents District 2, and I represent District 6.

II. APPROVAL OF WORK SESSION MINUTES - December 15, 2009

Scholz: Okay, the first thing on our agenda is the approval of the minutes. Are there any additions or corrections to the minutes? Okay, I have a couple. Page 3, line 6, it should say Tuesday not Thursday, that was a comment on our current meeting on the 26th. Page 33, line 20, if I can find that, it's Dripping Springs and Dripping Springs should be caped, capital D, capital S.

Beard: Which line was that?

1 Arroyo Road and south of the City Limits. Submitted by DVI on behalf of
2 Sierra Norte Land Holdings, LLC, property owner.

3
4 Scholz: Okay, our next piece of business is, let me find my agenda here, this is
5 Case PUD 09-08, a request for approval of a major amendment to the
6 Sierra Norte master plan, and Case PUD 09-09 a request for final site plan
7 approval for Planned Unit Development and master plan. Mr. Ochoa.

8
9 Ochoa: Mr. Chairman I ask the board to suspend the rules.

10
11 Scholz: Okay, I'll entertain a motion to suspend the rules.

12
13 Beard: So moved.

14
15 Scholz: Is there a second?

16
17 Bustos: Second.

18
19 Scholz: It's been moved and seconded. All those in favor say aye.

20
21 ALL COMMISSIONERS - AYE.

22
23 Scholz: Those opposed same sign. Okay, the rules are suspended. Mr. Ochoa,
24 it's up to you.

25
26 Ochoa: Thank you sir. Again for the record Adam Ochoa Community
27 Development. Last case we've got here for tonight gentlemen is PUD 09-
28 08 and PUD 09-09, basically both cases for Metro Verde which as you can
29 see on the vicinity map is located on the most northern part of the Sierra
30 Norte master planned area highlighted here in the I guess off purple if you
31 will.

32 A little background on the property, the Sierra Norte Annexation
33 and master plan were approved in March 2006 which basically annexed
34 about, a little over 1,900 acres into the City of Las Cruces with 57 planning
35 parcels and various zoning designations up there. In 2008 the City
36 Council approved the PUD or Planned Unit Development for Metro Verde
37 for 187 acres located in the northeastern corner of the Sierra Norte master
38 planned area as well. The original Metro Verde PUD is a mixed use
39 development that incorporated residential, commercial, and open space/
40 recreational land uses. In addition, in September 2007 the Planning and
41 Zoning Commission approved the preliminary plat for a single-family
42 residential subdivision in the same area known as The Fountains. Here is
43 the original Sierra Norte master plan. This is the area that we're talking
44 about, like I said the majority of it is single-family residential ... well
45 residential and commercial is what the planning parcels were zoned for
46 the Sierra Norte Master Plan.

1 A little case specifics on the major amendment, the proposed PUD
 2 known as Metro Verde will now encompass 705.14 acres and is a mixed
 3 use development that provides residential, office, commercial, and
 4 industrial land uses with a golf course. The subject property is located
 5 within the Sierra Norte master planned area north of the future expansion
 6 of Arroyo Road, south of the future expansion of Dragonfly Boulevard, and
 7 generally its west of the future expansion of Sonoma Ranch Boulevard.
 8 The proposed PUD will be composed of nine different land use districts
 9 that offer a wide variety of development standards and land uses. The
 10 PUD will include a recreation center, an urban center, a village center, a
 11 business park. It'll incorporate the future waste water treatment plant and
 12 open space with a network of bike and pedestrian trails. Here is a concept
 13 plan for the proposed PUD Metro Verde with the different shadings of
 14 green and so forth are the different areas that are being proposed and
 15 here are the different land uses shown here on the table.

16 A little more in depth into each one of the nine I guess districts that
 17 will be available in the Planned Unit Development, U-3 which is suburban,
 18 it's basically for single-family homes, site built homes with yards,
 19 landscaping surrounding the home. U-4 is general urban which is
 20 basically primarily residential with townhomes, patio homes,
 21 condominiums, apartments, and retirement or assisted living areas. U-5a
 22 is a recreation center. It's a mixed use center that includes residential,
 23 office, lodging, retail, and so forth and civic uses as well. U-5b is an urban
 24 center which has retail, lodging, multi-family uses and so forth like that.
 25 It's more of a high density, high impact area. Village center is mixed use
 26 structures with kind of a center common area for pedestrian friendly area
 27 between the buildings if you will, in front of the buildings, I'm sorry, and a
 28 big common area. SUA is a business park which basically takes in ... it's
 29 a business park with research, development, and some light industrial
 30 uses there.

31 Here's a land use table. The permitted uses in each one of the
 32 different districts in Metro Verde, they range everywhere from residential,
 33 agricultural, equestrian, some recreational, some service uses, utility
 34 related uses, and transportation uses. Asterisks next to the A for allowed,
 35 basically stands for that residential land uses are restricted to the second
 36 floor and above on multi-story buildings.

37 A little more case specifics on this, Metro Verde PUD also
 38 introduces some sustainable concepts to help the proposed development
 39 to be labeled green. The proposed Metro Verde PUD has a phasing plan
 40 that outlines the build out of the PUD in 26 possible phases in which the
 41 options to build out in any order and in conjunction with each other as long
 42 as access, secondary access, infrastructure, and fire flow issues are met
 43 in accordance with the applicable adopted codes of the City of Las
 44 Cruces, in other words they can't build it unless they have complete
 45 access to it. Individual phases will also have the option to be combined
 46 into larger phases or reduced to smaller phases. The Metro Verde PUD

1 will have direct access from the future expansion of Arroyo Road, Sonoma
 2 Ranch Boulevard respectively. The Metropolitan Planning Organization
 3 has classified Arroyo Road and Sonoma Ranch Boulevard as principal
 4 arterials. In November 2009 the MPO Policy Committee changed
 5 classification of Dragonfly Boulevard west of Sonoma Ranch Boulevard to
 6 a local roadway that will be built out as a local roadway. In addition the
 7 MPO Policy Committee also amended Settlers Pass to be moved slightly
 8 west from its I guess current location, previous location, onto the
 9 applicant's property and it will terminate at Arroyo Road rather than
 10 terminating north of Arroyo Road at Dragonfly Boulevard.

11 Here's the MPO thoroughfare plan showing the future expansions
 12 of, here's Dragonfly Boulevard here, Sonoma Ranch, and Arroyo Road
 13 right here as well. Here's some of the sustainability concepts including
 14 pervious asphalt and so forth like that. Here is a map of the phasing plan
 15 for Metro Verde PUD, listed from A through Z. Some case specifics for
 16 the final site plan is the developer has called out a total number of dwelling
 17 units allowed in the PUD ranging anywhere between a little over 2,700 to
 18 about 14,922 units. The probable build out for the dwelling units will be
 19 approximately about 5,122 dwelling units. The proposed layout for the
 20 final site plan is in accordance with the proposed concept plan. Any future
 21 final plats submitted for Metro Verde PUD will be processed
 22 administratively in accordance with the City of Las Cruces subdivision
 23 code.

24 On January 6, 2010 the Development Review Committee or DRC
 25 reviewed the concept plan and final site plan for the proposed Metro
 26 Verde PUD. DRC recommends approval for the concept plan and final
 27 site plan for the PUD known as Metro Verde. The DRC did request that
 28 the applicant meet with city engineering staff to conclude all comments
 29 and any recommendations prior to the Planning and Zoning Commission
 30 meeting. I believe all outstanding comments have been resolved.
 31 Recommendation of the Planning and Zoning Commission tonight will be
 32 forwarded to the City Council for final consideration. Your options tonight
 33 gentlemen for each one is to vote yes to approve the request, the request
 34 as recommended by DRC for Case PUD-09-08 and PUD-09-09; vote yes
 35 to the approve the request with additional conditions as deemed
 36 appropriate by the P&Z, or vote no to deny the request, or forward to table
 37 and postpone and direct staff accordingly. That's the conclusion of my
 38 presentation. Applicant and representatives are here for presentation as
 39 well. And I stand for questions.

40
 41 Scholz: Okay. Questions for this gentleman? Commissioner Crane.

42
 43 Crane: Quite possibly Mr. Ochoa in the large amount of material we've been given
 44 to study, there's an answer to my question, but perhaps you can save me
 45 a moment. Where does the water come from for irrigating the golf
 46 course?

1
2 Ochoa: Commissioner Crane, Mr. Chairman, I'll go ahead and let the applicant
3 answer that sir.
4
5 Crane: Thank you.
6
7 Scholz: Okay, other questions? Okay I have one. I'm curious about Dragonfly
8 Boulevard. In the original plan Dragonfly Boulevard continued across the
9 top of the property as I recall. Is that right or should it actually go through
10 the property?
11
12 Ochoa: Mr. Chairman, it actually goes through the property.
13
14 Scholz: Okay. And what was the reason for cutting off or for realigning Settlers
15 Pass Road?
16
17 Ochoa: I'm sorry, forgive me, it actually runs on top of the ...
18
19 Scholz: On the top of the property. Yeah, that's what I thought. I thought it was
20 the top, like the northern boundary. What was the idea of cutting off
21 Settlers Pass Road at Arroyo instead of extending it up to Dragonfly?
22
23 Ochoa: Mr. Chairman to our knowledge I believe the topography restraints.
24
25 Scholz: Okay. It'd be too difficult to do that?
26
27 Ochoa: I believe so sir.
28
29 Scholz: Okay. Well all that was reported in our packet was that the MPO had
30 made that change and I was wondering why they had done that. It seems
31 to me that restricts access to one side of this property and puts more
32 pressure on Sonoma Ranch Boulevard, and I don't know what the other
33 access is. Perhaps the developer can enlighten us.
34
35 Ochoa: The developer and the applicant are here to answer any more questions
36 you might have about that sir.
37
38 Scholz: Okay, good. Let us hear from the applicant.
39
40 Kenney: Good evening, I'm Matt Kenney from DVI here representing the land
41 developer. We're going to go through some of the planning and urban
42 design elements that we worked on and then also engineering and
43 sustainability. The owner is here, Norte Land Holdings, LLC. The
44 developer is Bright View Land Company and DVI is the planning urban
45 design and engineering firm.

1 So starting with the planning and urban design elements, the
2 property is located on the northern boundary of the city limits. This is
3 Highway 70 and this is Interstate 25. Since you were talking about the
4 major thoroughfare plan, I guess I can go ahead and talk about that while I
5 have this map up.

6
7 Scholz: Sure.

8
9 Kenney: I'm actually going to go to the next map. The Bureau of Land
10 Management has put together a recreation area for the Doña Ana
11 Mountains, so they're in the process of preserving this and they did not
12 want Dragonfly Boulevard to cross their property. So we went ahead and
13 made a request to formerly change the major thoroughfare plan to take
14 Dragonfly Boulevard off of the major thoroughfare plan based on that
15 request. A collector by definition connects two arterials and brings traffic
16 from a neighborhood out to an arterial. So when you take Dragonfly
17 Boulevard off of the map, this linkage no longer functions as a collector
18 because it no longer has an arterial to connect to. In addition to that, there
19 is a significant canyon feature that's the upper part of the Doña Ana
20 Arroyo watershed and it was deemed appropriate to preserve that within
21 the recreation area instead of bringing a five-lane road through there and
22 destroying that ravine. So between the fact that it no longer would
23 function as a collector and the topographical constraints that are there, the
24 Policy Committee decided to take Settlers Pass off the map. Does that
25 help answer that specific question?

26
27 Scholz: Well that tells me why they did it, but what my concern was access to the
28 west side of the property.

29
30 Kenney: Okay, we have a development plan at the end that kind of shows our
31 vision of how the area will built out.

32
33 Scholz: Okay.

34
35 Kenney: And I think I can show you connectivity at that point.

36
37 Scholz: Good. Thank you.

38
39 Kenney: So coming back to the overall vicinity map, you'll recall that the original
40 Metro Verde was this 187 acres in the northeast corner. We're now
41 expanding to the 700 acres that's the dark green, and ultimately there'll be
42 amendments to bring in everything in the light green as well. We're
43 starting with the area north of Arroyo Road cause it ties into the village
44 center concept and areas south of Arroyo have a different planning
45 concept. The village center is located in a place that serves the northeast
46 quadrant of the City of Las Cruces and with the removal of Dragonfly

1 Boulevard the connection to Interstate 25 is Arroyo Road at the Doña Ana
2 interchange, and so this will give a pretty easy access to the village center
3 off of what will become at some point a major east/west connector for our
4 city.

5 As I mentioned, the BLM is working on a Doña Ana Recreation
6 area. They might possibly include in the recreation area the states land
7 you see in blue. They might trade it at some point. The schools are being
8 constructed on Peachtree and Jornada Road, just as a reference point for
9 you there. As Adam mentioned, this was the original planning primarily
10 single-family with some commercial nodes. And the preliminary plats that
11 had come forward had shown a mapping similar to this with primarily
12 single-family residential around the golf course. What we're proposing is
13 to use the smart growth principals of the original planned unit development
14 and create a mixed use neighborhood containing the commercial activity
15 village that supports the existing northeast, Mesa homes, a large number
16 of golf course lots, and the vehicle oriented commercial centers. What
17 we're really doing is returning to the way things were always built, even in
18 Las Cruces we originally had shops on the bottom and places to live
19 above, so that you were living where you worked. We hope to bring that
20 tradition back.

21 Our concept plan, everything ... this is Arroyo Road here and
22 Sonoma Ranch Boulevard. This is the village center that was approved in
23 2008 with higher density residential uses around the village center, and
24 then single-family areas outside of that. As we expand to a larger area it
25 was important to us to provide commercial uses within walking or biking
26 distance of all the residential uses so we placed a mixed use center on the
27 southwest corner of the property as well, that possibly could become a
28 resort area or some kind that would fit with the club house of the golf
29 course. And then you have a mixture of different residential uses around
30 the golf course. A commercial center at the intersection of Sonoma Ranch
31 Boulevard and Arroyo Road, and then an employment center, for research
32 and development, office park type uses at that intersection as well.

33 One of the other uses that we're adding is a civic use, a public use
34 for future wastewater treatment plant the city has on their utility master
35 plan, a location for a wastewater treatment plant and we're facilitating that
36 in this property here, and adding additional open space for the drainage. I
37 believe the original master plan combined the drainage function and the
38 wastewater treatment function in one tract and we've provided an
39 additional 10 acres for the wastewater treatment plant. In terms of your
40 question about the water for the golf course, it's our understanding that the
41 annexation was based on a condition that the golf course would be
42 watered with reclaimed water from this wastewater treatment plant when
43 the city builds it. It's obviously not there yet and it'll take a certain amount
44 of development to get it built, but ultimately the plan is to water the golf
45 course with reclaimed water. In the meantime, the golf is intending to drill

1 a well right adjacent to Arroyo Road and that will facilitate the city being
2 able to prove water rights on the East Mesa over the time that it's in use.

3 Adam went through the land uses very nicely. Ultimately you figure
4 out what land use you're in, you go down the table, if there's an A there it's
5 allowed, if there's no A it's not allowed. And the A's that are there, the
6 allowed uses that are there are allowed by right within that land use, so it
7 gives you some flexibility in terms of what you can build. So we're looking
8 to create a place that people will enjoy being. A place that people can live
9 and work and play. And we've been to a number of these type of centers
10 around the country, both in the west and in the east and we hope to bring
11 this type of development to Las Cruces. The engineering and
12 sustainability concepts are the same as what you saw in 2008 with the
13 original Planned Unit Development, there is still a commitment for
14 pervious concrete in the multi-family and village center parking lots which
15 as we demonstrated before, the typical approach to parking lots with
16 asphalt or concrete would generate somewhere around 25 acre feet of
17 runoff off of the parking lots that you see in here. With the pervious
18 concrete letting the water through you're probably looking at closer to five
19 acre feet, so it's a tremendous reduction in runoff.

20 In terms of utilities, the project will be served by city water, city
21 sewer, and Rio Grande gas. And again we maintained all the
22 sustainability concepts that you saw in the first go round of this project.
23 We have slides of the different concepts of energy, transportation, water
24 conservation, waste reduction, and recycling, urban design, and green
25 building. Our idea here is to create a wholistic approach to green building
26 and sustainability for the area. Now that we're expanding to a much larger
27 area, we hope to carry that on through the entire area. So in general a
28 high density mixed use development will use less energy than typical land
29 uses will. We have a land use approach that allows for all different modes
30 of transportation; walking, biking, public transportation, and individual
31 vehicles. In terms of connectivity, on The Fountains development I
32 believe that they had not connected across the golf course, we are
33 proposing to bring a road up the power line and connect internally on this
34 side, so it does create a nice access loop that we've looked at it with
35 public works and fire department and other departments within the city
36 and they feel comfortable that we have enough connectivity with all the
37 access loops that we have, that people have a lot of different ways in and
38 out, both for emergencies and for daily use.

39 Again, we're planning on constructing tree lined streets within the
40 project and using roundabouts at the intersections. This is a roundabout
41 in Clovis, New Mexico. We're hoping to reduce the amount of water
42 consumption and the irrigation in the project in general by the use of
43 pervious concrete and water harvesting throughout. Again, the tree lined
44 streets will have swales in the parkways to absorb the runoff from the
45 street. We're looking at ways to reduce construction waste and residential
46 waste. The developer will provide recycling on site, both for residences

1 with the blue bins but also there is a company in town that can grind up
 2 concrete and wood and other things and use it as soil treatments and
 3 erosion control measures and other things, so that you don't haul the
 4 amount of waste off to the dump that you normally have.

5 This was the village center concept that we had. We have a stage,
 6 an observation tower in the middle, some kiosks for vendors, possibly a
 7 farmers market and so forth. Angled parking on the street. The buildings
 8 are oriented in a way that there's a fairly limited number of west facing
 9 windows, so they'll be fairly energy conscious buildings just from the urban
 10 design standard point. And we have the promenade park that connects
 11 the village center and the plaza to the multi-family areas. This was just an
 12 architectural rendering of what that might look like. Again, we're trying to
 13 make a commitment to sustainability. In terms of walking and biking it's
 14 pretty easy to get from anywhere in the amendment to the village center.
 15 You have a number of different connections that are separate from
 16 vehicles and that'll be nice for walkers and bikers. The promenade park is
 17 the 40-foot wide park system that connects the village plaza to the
 18 multifamily areas and we intend to place play structures along that so that
 19 people living in high density residential have a place to send their kids and
 20 get out of the house a little bit.

21 In order to try to make this an exceptional sustainable development
 22 under the green build New Mexico program we're requiring a list of green
 23 building elements that builders will have to use. These are things that are
 24 more energy conscious above and beyond what the building code requires
 25 builders today and we hope that they'll be enticed to go ahead and join the
 26 green build New Mexico program as they build. So this is a general
 27 development plan of what we think the area might build out as. Each color
 28 on this plan represents a different housing product. You have large estate
 29 lots, you have smaller courtyard homes and casitas. You have a resort
 30 research and development park and so forth. And we think we have
 31 written a Planned Unit Development that will facilitate a really nice project.
 32 I'd be happy to answer any questions you may have.

33
 34 Scholz: Okay, Commissioner Crane.

35
 36 Crane: Thank you for the information on the golf course watering. I think an early
 37 version of this might've appeared before the Commission in my short time
 38 here as goes back just about a couple of years, but I want to bring up a
 39 point about the traffic circles that Commissioner Shipley raised on that
 40 occasion. He pointed out that the circles while they look good were too
 41 small to allow a moving van or any what is the length of a truck, about 65
 42 feet. A 65-foot truck with trailer to get around. And I wonder if the ones
 43 you're going to have are the same size ones in Clovis which look big
 44 enough. I can imagine a semi getting around that. But the original ones
 45 were kind of small. I can't see the size of that.

46

- 1 Kenney: We're using the federal highway administration's recommendations for the
2 size of the circle and making sure that both fire trucks, buses, and semi
3 trailers can make it around the circle. It will be a very large circle, since it
4 is an arterial.
5
- 6 Crane: Thank you.
7
- 8 Scholz: All right, other questions for Mr. Kenney. Commissioner Beard.
9
- 10 Beard: As I remember last time Moongate had water up to that area. Moongate's
11 not going to provide any of the water for their now? Is it just going to be
12 provided by the city?
13
- 14 Kenney: That's correct.
15
- 16 Scholz: Other questions? Okay, thank you Mr. Kenney. Good presentation.
17 Appreciate it. All right, I will open this to public discussion. Is there
18 anyone from the public who wishes to speak to this? Please come up and
19 state your name.
20
- 21 Pickett: Good evening Commissioners. My name is Larry Pickett. I'm an attorney
22 here in town.
23
- 24 Scholz: Okay, Larry would you stay a little closer to the microphone.
25
- 26 Pickett: I shall.
27
- 28 Scholz: Thank you.
29
- 30 Pickett: Voice is a little hoarse any way. Arise is a point of inquiry on behalf of my
31 old friend Louie Guariano who is a resident out in that area. And he's
32 expressed some concerns to me that he would like to bring to the attention
33 of this Commission. Concerns whether the applicants in this case have
34 properly complied with the city code. What he is aware of is that there is
35 pending litigation going on affecting the parties, many of the parties that
36 are the subject of these developments on these two requests that are
37 before this Commission. As you should be aware there are city codes that
38 require applicants to disclose any pending litigation that might be
39 occurring in that area as part of their conditions of being approved by this
40 Commission as well as whomever might be involved in doing that. The
41 obvious purpose of that is that if any of these developers are in the course
42 of litigation it might affect the title, put a cloud on the title of those
43 properties out there and create some serious problems.
44 So the purpose is to bring that to the attention of this Commission.
45 If you want me to cite to you the codes that specifically address the
46 requirements of the applicants to disclose pending litigation its 37-46, 38-

1 10c. If the applicants have not made those disclosures, then it would be
2 our position that they make them, that this matter should be tabled until it's
3 determined whether it would have a material effect on the ability of these
4 developers to go forward. And that's my statement to the Commission.
5 Obviously, we would object if they haven't complied with city code.
6

7 Scholz: Okay. Thank you. Staff are you going to respond to this?

8
9 Rodriguez: Mr. Chairman, for the record Cheryl Rodriguez, Community Development
10 Department. Chapter 37 and subdivision code is not germane to this
11 development application as this is a PUD submittal. In terms for Chapter
12 38, it is a zoning code and it is a submittal requirement. The application
13 has been signed by the property owner and city staff is not aware of any
14 pending litigation, so I would defer to the applicant as they did submit their
15 application on whether or not there was any pending litigation. But city
16 staff is not aware of any pending litigation by a court of law pending for
17 this area. So I would defer to the applicant to properly answer that
18 question.
19

20 Scholz: Okay. May we hear from the applicant?

21
22 Moscato: Good evening. John Moscato representing Sierra Norte Land Holdings.
23 The provision that's been pointed out to me reads that any pending
24 litigation or any final order entered by any court of law regarding the
25 ownership of the subject property shall be disclosed. There is no pending
26 litigation regarding the ownership of the subject property.
27

28 Scholz: Okay. And so that's our only concern here?

29
30 Moscato: Yes.

31
32 Scholz: Okay. Thank you very much. Anyone else from the public wish to speak
33 to this?
34

35 Pickett: Alert the Commission and the city to Compass Bank versus Sierra Norte
36 Land Holdings, Katarina LLC, Bright View Land, this is a complaint on
37 default and foreclosure. Now you all can decide whether that falls within
38 the definition of the city code. The western oil field supply company
39 versus Katarina Inc, Sierra Norte Land Holdings, and the City of Las
40 Cruces, by the way, and it also is a complaint in debt, money due, and
41 foreclosure. I would suggest you confer with your council before you
42 make any hasty decision on these requests.
43

44 Scholz: Thank you Mr. Pickett.
45

- 1 Abrams: Jared Abrams, city legal. This is kind of a fine line, but in looking at what
2 Mr. Pickett is citing, it refers to ownership of the land. Now from what I
3 understand he is referring to is this a suit to force close of mortgage. It
4 doesn't per se affect ownership of the land, rather the bank is saying
5 (*inaudible*) debt. So the developer would need to own the land pending
6 the potential foreclosure. So my opinion would be that it wouldn't apply
7 here.
8
- 9 Scholz: Okay. All right. Thank you Mr. Abrams.
- 10
- 11 Crane: Mr. Chairman.
- 12
- 13 Scholz: Yes. Commissioner Crane.
- 14
- 15 Crane: If I default on my house payment, the bank owns my house, doesn't it?
16
- 17 Scholz: If they foreclose, yes.
18
- 19 Crane: Surely then this matter potentially involves ownership of the land?
20
- 21 Abrams: Yes, it would potentially. I guess my point is, if you have two people who
22 are simultaneously claiming ownership of a parcel of land one could say
23 that's a dispute as to ownership. But until the bank actually forecloses,
24 there is no dispute as to ownership, the bank is merely saying you're in
25 default.
26
- 27 Crane: And foreclosure proceedings are in motion, right?
28
- 29 Abrams: I don't know. (*inaudible*) I assume I'm actually characterizing (*inaudible*).
30 If what I understand Mr. Pickett is saying is, that it's not a dispute as to
31 ownership per se, rather the bank is in the midst of foreclosure. It's
32 admittedly a fine line, but I don't think that it goes to ownership. It's not a
33 dispute as to ownership, rather it's simply foreclosure on a mortgage.
34
- 35 Crane: Sounds pretty heavy to me. I'm glad I'm not an invested in that property.
36 It sounds to me as if you're talking about potentially clouded title.
37
- 38 Abrams: Well it doesn't cloud the title, but it could result in the bank eventually
39 possessing the land.
40
- 41 Scholz: Right, in a change of ownership rather than ... yes, right. So what he's
42 saying is the ownership is not in dispute, we know who owns it now. If it
43 goes in foreclosure and the bank forecloses then the bank owns it. Okay?
44
- 45 Crane: So it's an ownership issue?
46

- 1 Scholz: So the ownership changes. But I think as I look at it you know I don't have
2 legal training, but you know that's what it seems to me. The ownership
3 would merely change from the you know the present owner to the bank.
4
- 5 Abrams: That's correct. Yes.
6
- 7 Scholz: Right, that's what happens in foreclosure proceedings. I don't think that
8 clouds the title or makes a contest between the owners.
9
- 10 Crane: I probably misused the term, but okay if the bank takes over the property,
11 is the bank going to develop it according to this plan?
12
- 13 Abrams: Well most likely the bank would auction it off to someone else as opposed
14 to develop it itself, but if the bank or any person that purchases it through
15 the foreclosure auction develops the land and they essentially step into
16 the shoes of the subdivider. They're still bound by the city's regulations.
17
- 18 Scholz: Right, they're bound by the zoning decision that has been made. You
19 know, what you're doing when you buy a piece of land which has been
20 zoned, you're buying the zoning.
21
- 22 Abrams: Yeah, so for example if this particular subdivider, developer incur certain
23 obligations, whoever purchases it from him whether they like those
24 obligations or not, is bound by them.
25
- 26 Crane: So this potential ownership change does not stall our proceedings tonight?
27
- 28 Abrams: Well the way I interpret the ordinance that Mr. Picket is referring to, no it
29 wouldn't.
30
- 31 Crane: Thank you.
32
- 33 Abrams: It might be helpful to have the applicant respond to this in more detail
34 because obviously he's the one who knows, or presumably knows what if
35 anything he's being sued for. But as it stands, I don't see the ordinances
36 interfering with your decision tonight.
37
- 38 Scholz: Okay. Would the applicant like to respond to this? Please identify
39 yourself again when you come to the mike.
40
- 41 Moscato: John Moscato for Sierra Norte Land Holdings.
42
- 43 Scholz: John, thank you.
44
- 45 Moscato: I'd like to make two points, number one the foreclosure proceeding that
46 was referred to pertains only to the original 187 acres of the Metro Verde

1 project. That plan was approved nearly two years ago and is essentially
2 unchanged within what's being proposed this evening. Secondly, the bank
3 reported a full and complete release of mortgage and noticed that the
4 promissory note was paid for the mortgage on that property and that was
5 filed of record at the county clerk's office June of 2009. That's public
6 record.
7
8 Scholz: Okay. Does that answer your question Commissioner Crane?
9
10 Crane: Yes, thank you.
11
12 Scholz: Thank you very much. Okay, I'm going to close this to public input.
13 Commissioners we have to re-instate the rules. All right. So I'll entertain a
14 motion to reinstate the rules.
15
16 Crane: So moved.
17
18 Scholz: A second.
19
20 Bustos: Second.
21
22 Scholz: All those in favor say aye.
23
24 ALL COMMISSIONERS - AYE.
25
26 Scholz: Those opposed, same sign. And abstentions. The rules are reinstated.
27 Now we can move on Case PUD-09-08. All right, I'll entertain a motion to
28 accept, to approve, excuse me.
29
30 Crane: So moved.
31
32 Scholz: Is there a second?
33
34 Bustos: Second.
35
36 Scholz: I'll call the roll. Commissioner Crane.
37
38 Crane: Aye findings and discussion.
39
40 Scholz: Commissioner Bustos.
41
42 Bustos: Aye findings and discussion.
43
44 Scholz: Commissioner Beard.
45
46 Beard: Aye findings and discussions.

B

FILED

2009 DEC 22 PM 2:18

DISTRICT COURT
DONA ANA COUNTY, NM

EMERGED

STATE OF NEW MEXICO
COUNTY OF DONA ANA
THIRD JUDICIAL DISTRICT COURT

COMPASS BANK,

Plaintiff,

v.

CV No. 2009-3334

SN2 LAND HOLDINGS, LLC,
a New Mexico limited liability company,
JOHN T. MOSCATO, BRIGHT VIEW
LAND COMPANY, a Delaware corporation,
THOMAS M. STEVENS, KATERINA, LLC,
a New Mexico limited liability company, and
SIERRA NORTE LAND HOLDINGS, LLC,
a New Mexico limited liability company,

Manual I. Arrieta

Defendants.

**COMPLAINT FOR DEBT, MONEY DUE,
FORECLOSURE, AND EQUITABLE RELIEF**

Plaintiff Compass Bank, by and through its attorneys, Miller Stratvert, P.A. (James J. Widland), for its Complaint states:

General Allegations

1. Compass Bank ("Bank") is an Alabama banking institution.
2. Compass Bank is the successor in interest through merger to State National Bank ("State National").
3. As a result of the merger, Bank received all of the assets and liabilities of State National.
4. Defendant SN2 Land Holdings, LLC ("SN2") is a New Mexico limited liability company, with its principal place of business located in Las Cruces, New Mexico in Dona Ana County, New Mexico.

12-23-09

5. Defendant John T. Moscato is a resident of New Mexico.
6. Defendant Bright View Land Company is a Delaware corporation which is authorized and doing business in New Mexico.
7. Upon information and belief, Defendant Thomas M. Stevens is a resident of Virginia.
8. Defendant Katerina, LLC is a New Mexico limited liability company.
9. Defendant Sierra Norte Land Holdings, LLC is a New Mexico limited liability company.
10. The property which is the subject of this action (the "Real Property") is a lot located in Dona Ana County, New Mexico, which is described as follows:

Lot 3 of Sierra Norte Replat No. 1, Las Cruces, New Mexico, as the same is shown and designated on the plat of said Sierra Norte Replat No. 1. filed in the Office of the County Clerk of Dona Ana County, New Mexico on August 10, 2007 in Plat Book 22, Folio 287-290.

11. This Court has proper jurisdiction over these proceedings.
12. Venue is proper in this Court pursuant to NMSA 1978, Section 38-3-1.
13. Bank is the holder of the Note as amended (Exhibits A-C), all of the Commercial Guaranties described herein (Exhibits D, E, and F) and the Mortgage (Exhibit G).

**Count I
(Loan)**

1. Plaintiff realleges the allegations of the General Allegations as though fully set forth herein.

2. SN2 executed and delivered a certain promissory note (the "Note") payable to State National dated August 13, 2007, in the original principal amount of \$4,870,500.00, a true and correct copy of which is attached hereto as Exhibit A.

3. SN2 and Bank executed two Changes in Terms Agreements as follows: Change in Terms Agreement dated March 16, 2009 (Exhibit B) and Change in Terms Agreement dated June 25, 2009 (Exhibit C) (the "Change in Terms Agreements").

4. Bank is the current holder of the Note as amended which is referred to herein as "the Loan".

5. The Change in Terms Agreements made changes to the original note, including twice extending the maturity date.

6. The Note as amended matured on August 9, 2009.

7. Defendant SN2 has defaulted on the Loan by failing to pay the Loan when it matured on August 9, 2009.

8. Before default, the interest rate on the Note was a variable rate of 0.5 percentage points over the Wall Street Journal Prime Rate, with a minimum rate of 4.00% per annum and a maximum rate of 7.50% per annum in accordance with the first Change in Terms Agreement (Exhibit B). After default, the interest rate on the Loan is 20% per annum.

9. Although Plaintiff Bank has made demand upon Defendant SN2 for payment of the balance of the Note, Defendant SN2 has failed and refused to pay the amount owed. The Note is now in default in the present unpaid principal balance of \$4,870,500.00 plus accrued interest of \$68,792.40 as of December 18, 2009, plus fees, costs and charges. Further interest, fees, costs and charges continue to accrue on the Loan as set forth in the Note.

10. Pursuant to the Note, Plaintiff Bank is entitled to recover its collection and legal expenses, including reasonable attorney's fees, from Defendant SN2.

WHEREFORE, Plaintiff Bank prays for judgment against Defendant SN2 for the sum of \$4,939,292.40, plus additional interest, late charges, attorneys' fees and costs as provided in the Note and for such other and further relief as the Court deems just and proper.

Count II
(John T. Moscato's Guaranty of the Loan)

1. Plaintiff realleges those allegations contained in the General Allegations and Count I as though fully set forth herein.

2. In connection with and in consideration for the Loan, Defendant John T. Moscato signed and delivered to State National his Commercial Guaranty dated August 13, 2007, a copy of which is attached hereto, made a part hereof, and designated as Exhibit D to this Complaint. The Commercial Guaranty of John T. Moscato (Exhibit D) is in full force and effect.

3. Defendant SN2 has defaulted and remains in default on the Loan to Bank.

4. Pursuant to his Commercial Guaranty, Defendant John T. Moscato now owes Plaintiff Bank \$4,870,500.00 in principal plus accrued interest of \$68,792.40 as of December 18, 2009. Interest and late charges continue to accrue.

5. Despite demand, Defendant John T. Moscato has failed to pay Bank in accordance with his Commercial Guaranty (Exhibit D).

6. Defendant John T. Moscato also is liable for additional interest and late charges as they accrue on this Loan.

7. Plaintiff Bank has had to employ an attorney to collect this debt and is entitled to recover its court costs and attorneys' fees from Defendant John T. Moscato pursuant to his Commercial Guaranty (Exhibit D).

WHEREFORE, Plaintiff Bank prays for judgment against Defendant John T. Moscato for the sum of \$4,939,292.40, plus additional interest, late charges, attorneys' fees and costs as provided in the Note and his Commercial Guaranty (Exhibit D), and for such other and further relief as the Court deems just and proper.

Count III
(Bright View Land Company's Guaranty of the Loan)

1. Plaintiff realleges those allegations contained in the General Allegations and Counts I-II as though fully set forth herein.

2. In connection with and in consideration for the Loan, Defendant Bright View Land Company signed and delivered to State National its Commercial Guaranty dated August 13, 2007, a copy of which is attached hereto, made a part hereof, and designated as Exhibit E to this Complaint. The Commercial Guaranty of Bright View Land Company (Exhibit E) is in full force and effect.

3. Defendant SN2 has defaulted and remains in default on the Loan to Bank.

4. Pursuant to its Commercial Guaranty, Defendant Bright View Land Company now owes Plaintiff Bank \$4,870,500.00 in principal plus accrued interest of \$68,792.40 as of December 18, 2009. Interest and late charges continue to accrue.

5. Despite demand, Defendant Bright View Land Company has failed to pay Bank in accordance with its Commercial Guaranty (Exhibit E).

6. Defendant Bright View Land Company also is liable for additional interest and late charges as they accrue on this Loan.

7. Plaintiff Bank has had to employ an attorney to collect this debt and is entitled to recover its court costs and attorneys' fees from Defendant Bright View Land Company pursuant to its Commercial Guaranty (Exhibit E).

WHEREFORE, Plaintiff Bank prays for judgment against Defendant Bright View Land Company for the sum of \$4,939,292.40, plus additional interest, late charges, attorneys' fees and costs as provided in the Note and its Commercial Guaranty (Exhibit E), and for such other and further relief as the Court deems just and proper.

Count IV
(Thomas M. Stevens' Guaranty of the Loan)

1. Plaintiff realleges those allegations contained in the General Allegations and Counts I-III as though fully set forth herein.
2. In connection with and in consideration for the Loan, Defendant Thomas M. Stevens signed and delivered to State National his Commercial Guaranty dated August 13, 2007, a copy of which is attached hereto, made a part hereof, and designated as Exhibit F to this Complaint. The Commercial Guaranty of Thomas M. Stevens (Exhibit F) is in full force and effect.
4. Defendant SN2 has defaulted and remains in default on the Loan to Bank.
5. Pursuant to his Commercial Guaranty, Defendant Thomas M. Stevens now owes Plaintiff Compass Bank \$4,870,500.00 in principal plus accrued interest of \$68,792.40 as of December 18, 2009. Interest and late charges continue to accrue.
6. Despite demand, Defendant Thomas M. Stevens has failed to pay Bank in accordance with his Commercial Guaranty (Exhibit F).
7. Defendant Thomas M. Stevens also is liable for additional interest and late charges as they accrue on this Loan.
8. Plaintiff Bank has had to employ an attorney to collect this debt and is entitled to recover its court costs and attorneys' fees from Defendant Thomas M. Stevens pursuant to his Commercial Guaranty (Exhibit F).

WHEREFORE, Plaintiff Bank prays for judgment against Defendant Thomas M. Stevens for the sum of \$4,939,292.40, plus additional interest, late charges, attorneys' fees and costs as provided in the Note and his Commercial Guaranty (Exhibit F), and for such other and further relief as the Court deems just and proper.

**Count V
(Equitable Relief Including Foreclosure)**

1. Plaintiff realleges the General Allegations and Counts I-IV as though fully set forth herein.

2. As security for the payment of the Loan, Defendant SN2 executed and delivered a certain Mortgage ("Mortgage") dated August 13, 2007, to State National encumbering the Real Property, and recorded in the records of Dona Ana County, New Mexico on August 21, 2007, as Instrument No. 0729111, a true and correct copy of which is attached hereto as Exhibit G.

3. On June 4, 2009, an officer of Bank mistakenly executed a Release of Lien (the "Release of Lien") as to the Mortgage. Said Release of Lien was also mistakenly recorded in the real property records of the Clerk of Dona Ana County on June 10, 2009, as Instrument No. 0916097. A copy of this Release of Lien is attached hereto as Exhibit H.

4. The debt secured by the Mortgage has never been satisfied, and the Release of Lien was executed and recorded as a result of a mistake by an employee of the Bank.

5. Because the Release of Lien was executed and recorded through an error, the Release of Lien should be cancelled and expunged from the record of the Dona Ana County Clerk, and the Mortgage should be reinstated with its lien dating back to the recording date of August 21, 2007.

6. There are no innocent third parties who would be prejudiced by the cancellation of the Release of Lien and the reinstatement of the Mortgage.

7. Defendant Katerina, LLC may have an interest in the Real Property pursuant to a Mortgage dated August 20, 2007 and recorded on August 21, 2007, in the real property records of the Clerk of the County of Dona Ana, New Mexico as Instrument No. 0729112.

8. Defendant Sierra Norte Land Holdings, LLC may have an interest in the Real Property pursuant to a Warranty Deed dated July 30, 2009 and recorded on July 31, 2009, in the real property records of the Clerk of the County of Dona Ana, New Mexico, Instrument No. 0921445.

9. Defendant SN2 as mortgagee and Defendant Sierra Norte Land Holdings, LLC as mortgagor may each claim an interest in the Real Property pursuant to an Indenture dated July 30, 2009 and recorded on August 28 2009, in the real property records of the Clerk of the County of Dona Ana, New Mexico as Instrument No. 0924244.

10. On information and belief, Defendant SN2 and Defendant Sierra Norte Land Holdings, LLC are related parties, with common ownership involving Defendant John T. Moscato.

11. Despite demand, the Loan is delinquent, and the Mortgage therefore is in default and subject to foreclosure.

12. The lien of the Mortgage is prior and superior to all other claims and liens against the Real Property.

13. Bank has employed attorneys to collect the amounts due on the Loan, and to institute and prosecute this foreclosure suit and has incurred an obligation for attorney's fees, which Defendants must pay in accordance with the terms of the Loan and the Mortgage.

14. Bank is entitled to judgment against SN2 for all amounts due, including but not limited to all costs, advances and reasonable attorney's fees.

15. Bank is entitled to have the Mortgage foreclosed, the Real Property sold and the proceeds applied to all amounts due in accordance with the terms of the Loan, the Mortgage, and the laws of the State of New Mexico.

16. The interests of Defendants Katerina, LLC, Sierra Norte Land Holdings, LLC and SN2, if any, in the Real Property are all inferior and subsequent to the interest of Plaintiff.

17. Any interest in the Real Property which is inferior to the lien of Plaintiff's Mortgage should be foreclosed.

18. A receiver should be appointed by the Court to manage the Real Property.

19. A Special Master should be appointed by the Court to conduct a foreclosure sale of the Real Property.

20. Bank, in its sole discretion, should be allowed to bid all or part of its judgment herein at the foreclosure sale as if the same were cash.

21. The proceeds of the foreclosure sale of the Real Property should be applied first to the payment of the costs and expenses of the sale; then to the payment of all amounts owed by SN2 to Bank as set out herein; and the balance, if any, as may be directed by this Court.

22. The Mortgage provides that if the mortgage is foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

23. The Mortgages should be foreclosed in the manner prescribed by law, in order to satisfy the indebtedness owed by SN2, and said judgment should determine the amount of all remaining unpaid principal, interest, court costs, attorney's fees, and other charges; provide for the immediate sale of the Property; and permit the Plaintiff to bid in the amount of its indebtedness.

WHEREFORE, Bank prays the Court as follows:

A. For judgment against Defendant SN2 in the amount owed on the Loan plus interest, until fully paid; plus an additional amount sufficient to pay all costs incurred herein; plus reasonable attorney's fees; plus all costs of the foreclosure sale; plus any and all amounts that Bank will be required to pay for which recovery can be had by it in accordance with the terms of the Loan, the Mortgage, and the laws of the State of New Mexico.

B. For an order foreclosing the lien of the Mortgage, ordering that the Real Property be sold according to the law and practices of this Court and directing that the proceeds from the sale of the Real Property be applied first to the payment of the costs of the sale and the costs of this suit; applied second to the payment of all amounts owed to Bank as set forth herein; and the balance, if any, applied as may be directed by this Court.

C. For an order declaring the lien of the Mortgage to be a valid and existing lien against the Real Property, prior and superior to all other claims and liens against the Real Property and to the interests of all of the Defendants herein, their heirs, successors and assigns, and declaring that each of them and all persons claiming under or through them, and all persons bound by these proceedings, be barred and foreclosed of all right, title, interest and claim to the Real Property.

D. For an order appointing a Receiver to manage the Real Property.

E. For an order appointing a Special Master to conduct a foreclosure sale of the Real Property.

F. For an order allowing Bank, in its sole discretion, to bid all or any part of its judgment herein at the foreclosure sale as if the same were cash.

G. For an order declaring the right of redemption to be one month in lieu of nine months from the date of sale.

H. For an order declaring any purchaser or encumbrance of the Real Property, whose conveyance is recorded after the recording of the Notice of Lis Pendens of this action, a subsequent purchaser or encumbrance and bound by these proceedings to the same extent as if he were made a party to this action.

I. ~~That the Court enter an Order of Forcible Entry and Detainer directing that Bank~~
be allowed immediate entry and possession of said premises.

J. That the Court issue a Writ of Assistance, if necessary, to enable the purchaser at the sale to take possession of the Real Property.

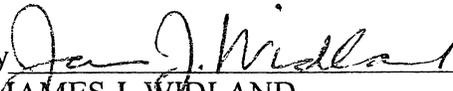
K. That the interests acquired, subsequent to Bank's interest, of any of the other Defendants in the Real Property be foreclosed.

L. That Bank have judgment for all attorneys' fees, costs, interest, and other charges expended in this proceeding and for such other and further relief as the Court may deem just and proper.

M. That any purchaser at the foreclosure sale take title to the Real Property subject to all easements, encumbrances and taxes and other claims not foreclosed by this action.

N. For such other and further relief as the Court may deem just and proper.

MILLER STRATVERT, P.A.

By 
JAMES J. WIDLAND
Attorneys for Plaintiff
P.O. Box 25687
Albuquerque, New Mexico 87125
(505) 842-1950



0000000088662625096608132007

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call/Col	Account	Officer	Initials
\$4,870,500.00	08-13-2007	02-13-2009	88552625			199	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: SN2 LAND HOLDINGS LLC
4351 NAMBE ARC
LAS CRUCES, NM 88012

Lender: STATE NATIONAL BANK
LAS CRUCES-LOHMAN
P.O. BOX 16229
3800 E LOHMAN
LAS CRUCES, NM 88004
(505) 521-0000

Principal Amount: \$4,870,500.00

Initial Rate: 8.750%

Date of Note: August 13, 2007

PROMISE TO PAY. SN2 LAND HOLDINGS LLC ("Borrower") promises to pay to STATE NATIONAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Million Eight Hundred Seventy Thousand Five Hundred & 00/100 Dollars (\$4,870,500.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on February 13, 2009. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning November 13, 2007, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime rate as published in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 8.250% per annum. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate of 0.500 percentage points over the Index, resulting in an initial rate of 8.750% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note; and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: STATE NATIONAL BANK, 3800 E LOHMAN, P.O. BOX 16229 LAS CRUCES, NM 88011.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 20.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

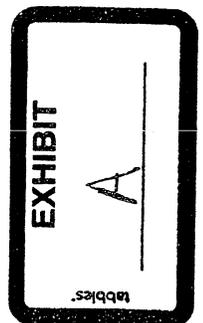
Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not incurred by Lender, in connection with the collection of this Note.



or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of New Mexico.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of DQNA ANA County, State of New Mexico.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$29.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by A MORTGAGE FROM GRANTOR TO LENDER OF EVEN DATE.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request, on forms acceptable to Lender. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: JOHN T. MOSCATO, Member of SN2 LAND HOLDINGS LLC. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: STATE NATIONAL BANK OPERATIONS P.O. BOX 5240 LUBBOCK, TX 79408.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

SN2 LAND HOLDINGS LLC

By:


JOHN T. MOSCATO, Member of SN2 LAND HOLDINGS LLC

CHANGE IN TERMS AGREEMENT

This Change in Terms Agreement, by and between Compass Bank, formerly known as State National Bank (Lender) and SN2 Land Holdings, LLC, (Borrower), is entered into this 16th of March, 2009.

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated August 13, 2007, in the original amount of \$4,870,500.00, with a current commitment of approximately \$4,870,500.00 payable to Compass Bank.

DESCRIPTION OF CHANGE IN TERMS. This Change in Terms memorializes the following changes to the terms of the Indebtedness.

1. The maturity date is hereby extended from February 13, 2009, to May 9, 2009, when the entire unpaid principal and accrued interest balance will be due and payable.
2. The interest rate shall change from Wall Street Journal Prime + 0.50% to Wall Street Journal Prime + 0.50% with a minimum rate of 4.00% and a maximum rate of 7.50%. All other terms and conditions will remain the same.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation, including all agreements evidencing or securing the obligation, remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation. If any person who signed the original Obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provision of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER AND GUARANTORS HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AND GUARANTORS AGREE TO THE TERMS OF THIS AGREEMENT.

Dated this 16th of March, 2009.

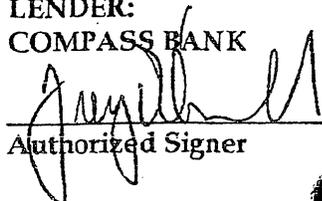
BORROWER:

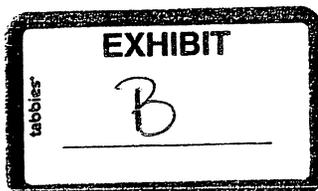
SN2 LAND HOLDINGS, LLC


By: JOHN T. MOSCATO, Member

LENDER:

COMPASS BANK


Authorized Signer



CHANGE IN TERMS AGREEMENT

CHANGE IN TERMS AGREEMENT

This Change in Terms Agreement, by and between Compass Bank, formerly known as State National Bank (Lender) and SN2 Land Holdings, LLC, (Borrower), is entered into this 25th of June, 2009.

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note dated August 13, 2007, in the original amount of \$4,870,500.00, with a current commitment of approximately \$4,870,500.00 payable to Compass Bank.

DESCRIPTION OF CHANGE IN TERMS. This Change in Terms memorializes the following changes to the terms of the indebtedness.

1. The maturity date is hereby extended from May 9, 2009, to August 9, 2009, when the entire unpaid principal and accrued interest balance will be due and payable. All other terms and conditions will remain the same.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation, including all agreements evidencing or securing the obligation, remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation. If any person who signed the original Obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provision of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER AND GUARANTORS HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AND GUARANTORS AGREE TO THE TERMS OF THIS AGREEMENT.

Dated this 25th of June, 2009.

BORROWER:

SN2 LAND HOLDINGS, LLC

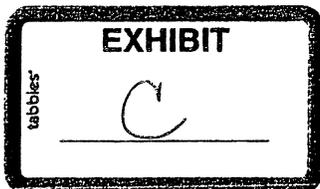
[Signature]
By: JOHN T. MOSCATO, Member

[Signature]
By: THOMAS M. STEVENS, Member

LENDER:

COMPASS BANK

[Signature]
Authorized Signer





00000000088652625022008132007

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call/Call	Account	Office 195	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: SN2 LAND HOLDINGS LLC
4351 NAMBE ARC
LAS CRUCES, NM 88012

Lender: STATE NATIONAL BANK
LAS CRUCES-LOHMAN
P.O. BOX 16229
3800 E LOHMAN
LAS CRUCES, NM 88004
(505) 521-0000

Guarantor: JOHN T. MOSCATO (SSN:)
4351 NAMBE ARC
LAS CRUCES, NM 88011

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft Indebtedness, credit card Indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

OBLIGATIONS OF MARRIED PERSONS. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust; as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or



adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money, or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights; Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Guarantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Guaranty or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Guaranty shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of DONA ANA County, State of New Mexico.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of

Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SN2 LAND HOLDINGS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation JOHN T. MOSCATO, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means STATE NATIONAL BANK, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 13, 2007.

GUARANTOR:

x 
JOHN T. MOSCATO



00000000088552625022008132007

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call Code	Account	Office	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: SN2 LAND HOLDINGS LLC
4351 NAMBE ARC
LAS CRUCES, NM 88012

Lender: STATE NATIONAL BANK
LAS CRUCES-LOHMAN
P.O. BOX 16229
3800 E LOHMAN
LAS CRUCES, NM 88004
(505) 521-0000

Guarantor: BRIGHT VIEW LAND COMPANY (TIN:
4351 NAMBE ARC
LAS CRUCES, NM 88011

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the indebtedness remains unpaid and even though the indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has not

EXHIBIT

Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Guarantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Guaranty or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Guaranty shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of DONA ANA County, State of New Mexico.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; Guarantor fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on

their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SN2 LAND HOLDINGS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation BRIGHT VIEW LAND COMPANY, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means STATE NATIONAL BANK, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 13, 2007.

GUARANTOR:

BRIGHT VIEW LAND COMPANY

By:


JOHN T. MOSCATO, President of BRIGHT VIEW
LAND COMPANY



COMMERCIAL GUARANTY

References in the herein above are for Lender's use only and do not limit the applicability of this document to any particular loan or (loan) party from above containing the same has been omitted due to their length limitations.

Borrower: ONE LAND HOLDINGS LLC (4331 GAMBAGE AVE LAS CRUCES, NM 88012

Lender: STATE NATIONAL BANK LAS CRUCES-LIEMAN P.O. BOX 18229 3800 E LIEMAN LAS CRUCES, NM 88024 (505) 527-0000

Guarantor: THOMAS M. STEVENS (88N) 378 WINDOVER AVE NWV VIENNA, VA 22189

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and prompt payment and satisfaction of the indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the indebtedness or against any collateral securing the indebtedness, this Guaranty or any other guaranty of the indebtedness. Guarantor will make any payments to Lender or its order, or demand, in legal tender of the United States of America, in conformity therewith, without cost or deduction or set-off, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorney's fees, and all other sums, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorney's fees, and all other sums, individually or collectively or interchangeably with others, owed or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, deposits, overdrafts, indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, restate, reconfirm, or substitute these debts, judgments and obligations whether voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty of another; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing originated by Lender or another or others; named or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise) and assigned then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guarantees, or hereafter receives additional guarantees from Guarantor, Lender's rights under all guarantees shall be cumulative. This Guaranty shall not reduce specifically provided below to the contrary effect or invalidate any such other guarantee. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unamended guarantee.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACCRUING, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING UNDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, of any notice to Guarantor or to Borrower, and will continue in full force until all the indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address stated above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new indebtedness" does not include the indebtedness which at the time of notice of revocation is contingent, unliquidated, undischarged or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new indebtedness" does not include all or part of the indebtedness that is incurred by Borrower prior to revocation incurred under a commitment that becomes binding before revocation and renewal, extension, substitution, and modifications of the indebtedness. This Guaranty shall bind Guarantor's estate as to the indebtedness created both before and after Guarantor's death by will or intestate, regardless of whether this Guaranty is in the same instrument in which Guarantor might have transferred it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation by Lender of any one or more guarantees shall not affect the liability of any remaining Guarantors under this Guaranty. It is understood that reductions in the amount of the indebtedness covered by this Guaranty, and Guarantor's specifically acknowledged and agrees that reductions in the amount of the indebtedness, even to one dollar (\$0.01), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the indebtedness remains unpaid and even though the indebtedness may, from time to time be zero dollars (\$0.00).

OBLIGATIONS OF MARRIED PERSONS. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property.

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without limiting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including foreclosing and increases of the rate of interest on the indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and release any such security, with the consent of the indebtedness, and exchange, enforce, waive, subordinate, sell or decline not to perfect, and release any such security, with or without the consent of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's assets, or interests in such assets, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order of marshaling of said assets, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sue, transfer, assign or grant participation to all or any part of the indebtedness; and (H) to accept or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that: (A) no representations of any kind have been made to Guarantor which would justify or qualify in any way the terms of this Guaranty; (B) this Guaranty is entered into by Guarantor as a matter of course and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a breach of any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender and will be used and relied on as evidence of Guarantor's financial condition and creditworthiness; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statement provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established



COMMERCIAL GUARANTY (Continued)

Loan No: 88552825

Page 2

adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any tests, audits, or circumstances which might in any way affect Guarantor's risk under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to amend either credit to Borrower; (B) to make any prepayment, protest, demand, or notice of any kind, including notice of nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of acceleration on the part of Borrower, nonpayment of the indebtedness, or any other guarantor in connection with the indebtedness of or in connection with the retention of new or additional Lender, any guarantor, endorser, or other guarantor in connection with the indebtedness of or in connection with the retention of new or additional loans or obligations; (C) to resort for payment or to proceed against or at law against any person, including Borrower or any other guarantor; (D) to proceed directly against or against any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the time, time, and place of any public or private sale of personal property, realty held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or employment or salariness including, but not limited to, any right or defense arising by reason of (A) any "one action" or "one-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which benefits or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of right Guarantor may suffer by reason of any law limiting, apportioning, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unbeneficial impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any statute of suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defense given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purposes of this Guaranty.

Guarantor further waives and agrees not to assert or claim, at any time any deduction to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS: Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law of public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff of Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and of accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBT TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and subsequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower available to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may now or acquire against Borrower or against any assignor or trustee in bankruptcy of Borrower provided however, that such assignment shall be effective only for the purpose of securing to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debt or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No condition or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Borrower and Guarantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Guaranty or otherwise, including without limitation contract and tort disputes, shall be submitted pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or defense of any Colorado shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief and temporary restraining orders; creating a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 8 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the enforceability or non-enforceability of any act, or exercise of any right, concerning any collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to grant or rescind any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Guaranty shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, statute of repose, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Attorney's Fees. Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorney's fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees and legal expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay of liquidation, appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of DONNA ANA County, State of New Mexico.

Integration. Guarantor further agrees that Guaranty has read and fully understands the terms of this Guaranty. Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and past conduct; it is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorney's fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or where this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that part of it will not mean that the rest of the Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the

COMMERCIAL GUARANTY (Continued)

Loan No: 88582825

Page 3

Borrower or Guarantor are corporations, partnerships, limited liability companies, or entities created, it is not necessary for Lender to include into the powers of Borrower or Guarantor or of the officers, directors, partners, members, or other agents acting or purporting to act on their behalf, and any indentures made or created in reliance upon the protected interests of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by electronic means (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, in first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any right under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not constitute a waiver of Lender's rights otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as in any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute a continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty or transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means BN2 LAND HOLDINGS LLC and includes all co-obligors and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation THOMAS M. STEVENS, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

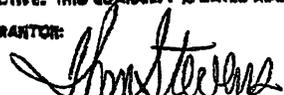
Lender. The word "Lender" means STATE NATIONAL BANK, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all necessary notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 13, 2007.

GUARANTOR:

X 
THOMAS M. STEVENS

Date 10/24/09 2911 (2)

RECORDATION REQUESTED BY:

STATE NATIONAL BANK
LAS CRUCES-LOHMAN
P.O. BOX 16229
3800 E LOHMAN
LAS CRUCES, NM 88004

WHEN RECORDED MAIL TO:

STATE NATIONAL BANK
OPERATIONS
P.O. BOX 5240
LUBBOCK, TX 79408

SEND TAX NOTICES TO:

SN2 LAND HOLDINGS LLC
4351 NAMBE ARC
LAS CRUCES, NM 88012

FOR RECORDER'S USE ONLY



0000000088562626074608132007

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$9,741,000.00.

THIS MORTGAGE dated August 13, 2007, is made and executed between SN2 LAND HOLDINGS LLC, whose address is 4351 NAMBE ARC, LAS CRUCES, NM 88012; A New Mexico Limited Liability Company (referred to below as "Grantor") and STATE NATIONAL BANK, whose address is P.O. BOX 16229, 3800 E LOHMAN, LAS CRUCES, NM 88004 (referred to below as "Lender").

GRANT OF MORTGAGE. Grantor, for consideration paid, grants and conveys to Lender the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation right); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in DONA ANA County, State of New Mexico:

LOT 3 OF SIERRA NORTE REPLAT NO. 1, LAS CRUCES, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SIERRA NORTE REPLAT NO. 1, FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO ON AUGUST 10, 2007, IN PLAT BOOK 22, FOLIO 287-290.

The Real Property or its address is commonly known as SEE LEGAL, LAS CRUCES, NM. If there is a conflict between the legal description and the Real Property address, the legal description shall control.

WITH MORTGAGE COVENANTS.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE AND IS UPON THE STATUTORY MORTGAGE CONDITION FOR THE BREACH OF WHICH IT IS SUBJECT TO FORECLOSURE AS PROVIDED BY LAW. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

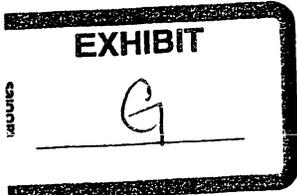
POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.



DONA ANA, NM

Document: MTG 2007.29111

**MORTGAGE
(Continued)**

Page 2

Loan No: 89652625

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Except as otherwise provided in Section 48-7-20 NMSA 1978, as amended, Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by New Mexico law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, and Lender shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. The amount specified for insurance as provided in the statutory mortgage condition is the full insurable value of the improvements on a replacement basis. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain the Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Programs, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt to Lender which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and be payable with any installment payments to become due during either: (1) the term of the Note and be apportioned among and be payable with any installment payments to become due during either: (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Loan No: 88562625

**MORTGAGE
(Continued)**

Page 3

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real Property and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

- Payment Default.** Grantor fails to make any payment when due under the Indebtedness.
- Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
- Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.
- Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related

**MORTGAGE
(Continued)**

Loan No: 88552625

Page 4

document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occur with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor refuses in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not limit Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys' reports, and appraisal fees and title insurance, to the extent

MORTGAGE (Continued)

Loan No: 88562625

Page 5

permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Right of Redemption. IF THIS MORTGAGE IS FORECLOSED, THE REDEMPTION PERIOD AFTER JUDICIAL SALE SHALL BE ONE (1) MONTH IN LIEU OF NINE (9) MONTHS.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Please initial

DM

[REDACTED SECTION]

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of New Mexico.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of DONA ANA County, State of New Mexico.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of New Mexico as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SN2 LAND HOLDINGS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Loan No: 88552625

MORTGAGE (Continued)

Page 6

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means SN2 LAND HOLDINGS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means STATE NATIONAL BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 13, 2007, in the original principal amount of \$4,870,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.250% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on February 13, 2009. In following payment schedule: in one payment of all accrued unpaid interest plus all accrued unpaid interest due as of each payment date, beginning November 13, 2007, with all subsequent interest payments to be due on the same day of each quarter after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premium) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property. The word "Property" also includes all existing or subsequently erected or affixed buildings, improvements and fixtures, all appurtenances, all rights relating to the Real Property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights).

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

SN2 LAND HOLDINGS LLC

By: *John T. Moscato*
JOHN T. MOSCATO, MEMBER OF SN2 LAND HOLDINGS LLC

LENDER:

STATE NATIONAL BANK

X *[Signature]*
Authorized Signer

(Seal)

2911

Loan No: 88662626

MORTGAGE (Continued)

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

This instrument was acknowledged before me on August 20th 2007 by JOHN T. MOSCATO, Member of SNZ LAND HOLDINGS LLC, on behalf of SNZ LAND HOLDINGS LLC, a limited liability company.



[Signature]
Notary Public

LENDER ACKNOWLEDGMENT

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

This instrument was acknowledged before me on 17th August 2007 by [Signature]
Notary Public

My commission expires: 4/17/09



COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss
MORTGAGE
PAGES: 7

I Hereby Certify That This Instrument Was Filed for Record On The 21ST Day Of August, 2007 at 02:44:04 PM And Was Duly Recorded as Instrument # 0729111 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office Rita Torres Deputy [Signature] County Clerk, Dona Ana, NM



21-7712 AFS

YOLI AVILA

Compass
P.O. Box 4797
McAllen, Texas 78502-4797

RELEASE OF LIEN

STATE OF NEW MEXICO
COUNTY OF DONA ANA

NOTE:

Date: AUGUST 13, 2007
Amount: \$ 4,870,500.00 DOLLARS
Maker: SN2 LAND HOLDINGS LLC
Payee: Compass

Note and lien are described in the following documents, recorded in:

MORTGAGE, INSTRUMENT #0729111

All in the official Public Records of Real Property of DONA ANA COUNTY, NEW MEXICO.

Property released from lien is legally described as follows:

LOT 3 OF SIERRA NORTE REPLAT NO. 1, LAS CRUCES, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SIERRA NORTE REPLAT NO. 1, FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO ON AUGUST 16, 2007, IN PLAT BOOK 22, FOLIO 287-290.

Holder of the note acknowledges full payment and releases from the lien only the recorded items and property described above. When context requires, singular nouns and pronouns include the plural.

In Witness Whereof, COMPASS, a corporation, has caused these presents to be executed this 4th day of JUNE, 2009.

COMPASS

By Y. Villalob
Yolanda Villalob
Assistant Vice-President

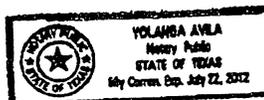


STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me this 4th day of JUNE, 2009, by Yolanda Villalob, Assistant Vice-President of COMPASS, a banking corporation, on behalf of said corporation.

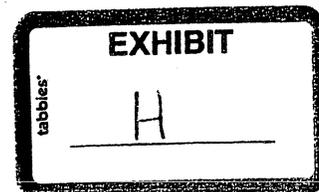
Yolanda Cuila
Notary Public, State of Texas

After Recording Forward to:
* SN2 LAND HOLDINGS LLC
ATTN: LOAN OFFICER JAMES MOORE
3800 E. LOHMAN
LAS CRUCES, NM 88004



COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss
RELEASE OF LIEN
PAGES: 1
I Hereby Certify That This Instrument Was Filed for
Record On The 16TH Day Of June, 2009 at 04:16:00 PM
And Was Duly Recorded as Instrument #0916097
Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy Shivers County Clerk, Dona Ana, NM



Recorded 06/10/2009 DAC

C

ENDORSED

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

FILED
2009 OCT -5 PM 3:55
CLERK OF DISTRICT COURT
DOÑA ANA COUNTY, NM
GREGORY F. TOOMEY

COPY

**WESTERN OILFIELDS SUPPLY COMPANY
D/B/A RAIN FOR RENT,**

Plaintiff,

vs.

No. 010735

**KATERINA, INC., SIERRA NORTE LAND
HOLDINGS, LLC, VALLEY NATIONAL
BANK, GOLF WORKS INC., APOLLONIO
ORTIZ, FINGER DYE SPANN, INC.,
CITY OF LAS CRUCES, WAGNER
EQUIPMENT CO., and any and
all unknown claimants,**

**THIS CASE HAS BEEN ASSIGNED TO
JAMES T. MARTIN**

Defendants.

COMPLAINT FOR DEBT AND MONEY DUE AND FOR FORECLOSURE

Western Oilfields Supply Company, d/b/a Rain for Rent, by and through its counsel,
HOLT BABINGTON MYNATT P.C. (Matthew P. Holt), states as follows:

1. Western Oilfields Supply Company, d/b/a Rain for Rent is a foreign corporation, authorized to transact business in the State of New Mexico.
2. Katerina, Inc., is a New Mexico corporation with its principal offices located in Doña Ana County, New Mexico.
3. Sierra Norte Land Holdings, LLC, Valley National Bank, Golf Works Inc., Apollonio Ortiz, Finger Dye Spann, Inc., City of Las Cruces, and Wagner Equipment Co., all claim an interest in real property located in Doña Ana County that is, in part, the subject of this action.

4. This matter concerns itself with a debt that was incurred in Doña Ana County, New Mexico, and the foreclosure of a lien on real property located in Doña Ana County, New Mexico.

5. This Court has jurisdiction over the parties and over the subject matter in this lawsuit; venue is properly vested in this Court.

6. Beginning in 2007, Western Oilfields Supply Company entered into a relationship with Katerina, Inc., in which Western Oilfields Supply Company would provide pipe, water meter, fittings and miscellaneous parts and equipment to Katerina, Inc.

7. In connection with Katerina's request to obtain equipment from Western Oilfields Supply Company, Katerina executed a Master Rental & Sales Agreement, a copy of which is attached as Exhibit A. This Credit Application provides that unpaid invoices accrue interest at the rate of 1.5% per month, and provides that in the event of a default, Western Oilfields Supply Company is entitled to recover its costs and expenses, including attorneys' fees.

8. Katerina obtained various items of equipment from Western Oilfields Supply Company. Western Oilfields Supply Company invoiced for the materials that were provided to Katerina, Inc., and – for a time – received payment on those invoices. At some point, however, Katerina stopped paying the amounts due to Western Oilfields Supply Company.

9. Katerina, Inc., currently owes \$103,122.12 to Western Oilfields Supply Company, plus accrued interest, for equipment that was supplied to Katerina, Inc.

10. Despite demand, Katerina, Inc., has failed and refused to pay the amounts owing.

11. The debt owed concerned what the parties anticipated to be a connected series of debit and credit entries of reciprocal charges and allowances, and is therefore an open account under New Mexico law, entitling Western Oilfields Supply Company to recover its reasonable attorneys fees in this matter pursuant to state statute, as well as pursuant to the terms of the Master Rental and Sales Agreement.

12. The default under the loan constitutes a breach of contract; Western Oilfields Supply Company has been damaged by this breach.

13. The materials provided to Katerina, Inc., were used to provide clean water to a golf course for irrigation. In July 2007, Western Oilfields Supply Company gave *Notice Of The Right To File A Lien* against the golf course, pursuant to § 48-2-2.1. A copy of the Notice is attached as Exhibit B.

14. When payment was not timely made, Western Oilfields Supply Company filed a lien on the property where the equipment was used, pursuant to the Mechanics' and Materialmen's Lien Law. A copy of the lien is attached as Exhibit C.

15. The lien covers the property commonly described as 6736 North Jornada Road, Las Cruces, Doña Ana County, New Mexico (referred to herein simply as "the Property"). The legal description of the Property is Section 4, Township 22 South, Range 2 East, Doña Ana County, New Mexico.

16. Sierra Norte Land Holdings, LLC, is the owner of the Property, and may make a claim adverse to the interests of Western Oilfields Supply Company.

17. Valley National Bank has a mortgage on the Property, recorded with the Clerk of Doña Ana County on January 16, 2007, in Book 780, pages 760-771, as Document No. 1748, rerecorded on April 27, 2007, in Book 809, Pages 1056-1068, as Document No. 15079.

18. Golf Works, Inc., may claim an interest in the Property as a result of a claim of lien recorded with the Clerk of Doña Ana County on September 8, 2008, recorded as Document No. 0826916, amended with a lien recorded with the Clerk of Doña Ana County on June 26, 2009, as Document No. 0917683.

19. Apollonio Ortiz may claim an interest in the Property as a result of a claim of lien recorded with the Clerk of Doña Ana County on December 30, 2008, recorded as Document No. 0834413.

20. Finger Dye Spann, Inc., may claim an interest in the Property as a result of a claim of lien recorded with the Clerk of Doña Ana County on January 8, 2009, recorded as Document No. 0900448.

21. City of Las Cruces may claim an interest in the Property as a result of claims of lien recorded with the Clerk of Doña Ana County on April 14, 2009, recorded as Document No. 0909806, and on May 22, 2009, as Document No. 0914051.

22. Wagner Equipment Co. may claim an interest in the Property as a result of a claim of lien recorded with the Clerk of Doña Ana County on July 23, 2009, recorded as Document No. 0920542.

23. The interest, liens and mortgages in the Property should be foreclosed and the Property sold, with the proceeds of the sale to be applied first to the cost of the foreclosure (including reasonable attorneys' fees and costs, payment of taxes, assessments, or other amounts paid to protect the Property), and then to the amounts due to Western Oilfields Supply Company and other legitimate lien and mortgage claimants, including accrued interest, with any remaining amounts to be distributed as ordered by the Court. The Court should determine the order and priority of the mortgages and liens on the property

24. Western Oilfields Supply Company has incurred attorneys' fees and costs in bringing this action, which are recoverable both by statute and by contract.

25. Western Oilfields Supply Company is entitled to judgment foreclosing the interest of any Defendant thereto in the Property, and forever barring that interest, and that of any successors, assigns, or heirs of any Defendant.

26. Western Oilfields Supply Company is entitled to the appointment of a special master to sell the Property and to distribute the proceeds of such sale as previously set forth herein.

27. Upon the Court's approval of the special master's report, the purchaser of the Property shall be entitled to immediate possession of the Property, and shall be entitled to an order directing the Sheriff of Doña Ana County, New Mexico, to place the purchaser in possession of the Property.

28. Western Oilfields Supply Company is entitled to a judgment allowing it to bid all or part of its judgment at sale, and to have a deficiency judgment if the proceeds of the sale do not satisfy Western Oilfields Supply Company's judgment.

WHEREFORE, Western Oilfields Supply Company respectfully requests that this Court:

1. Enter judgment against Katerina, Inc., for the unpaid principal balance due to Western Oilfields Supply Company, plus interest thereon as provided for in the terms of the Master Sales & Rental Agreement, until paid, plus reasonable attorneys' fees, costs of this suit, and costs of the sale.

2. Foreclose the liens of all mortgages and liens on the Property and order that the Property be sold, with the proceeds of the sale applied first to the cost of the sale and then to the loan amounts due to lien claimants and mortgagees as appropriate, including

accrued interest, costs and attorneys' fees, with any remaining amounts to be distributed as ordered by the Court, and that the Defendants and all persons claiming through them be barred and forever foreclosed of all rights, interests, and claims in and to the Property.

3. That the purchaser at the special master sale be given possession of the Property and that the order approving the special master sale so provide.

4. That if the proceeds of the sale do not satisfy Western Oilfields Supply Company's judgment in full, that Western Oilfields Supply Company have a deficiency judgment against Katerina, Inc., for the deficiency.

5. That Western Oilfields Supply Company have such other and further relief as the Court may deem appropriate under the circumstances.

Respectfully submitted,

HOLT BABINGTON MYNATT P.C.

By: 

MATTHEW P. HOLT
P.O. Box 2699
Las Cruces, NM 88004-2699
(575) 524-8812

File No: 1063 (NAME PRIVATE OWNER)
Notice Requested by and Return To:
RAIN FOR RENT 88 (TUCSON)
6051 EAST CANADA STREET
Tucson, AZ 85607

Customer: KATARINA, INC.
Project: GOLF COURSE
Parcel: 246070KPS

NOTICE OF THE RIGHT TO FILE A LIEN
New Mexico Statutes Ann. Sec. 48-2-2.1

**TO: OWNER
OR REPUTED OWNER
PHILIPPOU, LLC
1001 UNIVERSITY AVENUE
LAS CRUCES, NM 88001**

**TO: ORIGINAL CONTRACTOR
OR REPUTED CONTRACTOR
GRECO ENTERPRISES, INC.
1001 UNIVERSITY AVENUE
LAS CRUCES, NM 88006**

**TO: LENDER, SURETY OR
BONDING COMPANY
VALLEY NATIONAL BANK
P O BOX 88
ESPANOLA, NM 87532**

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished by the undersigned: **TANKS, PIPES, FITTINGS, PUMPS**
2. Estimated Price: **\$70,892.00**
3. The name of the person who furnished the labor, service, equipment or materials is: **RAIN FOR RENT 88 (TUCSON)
6051 EAST CANADA STREET
Tucson, AZ 85607**
4. The name of the person who contracted for purchase of that labor, service, equipment or material is: **KATARINA, INC.
P O BOX 6160
LAS CRUCES, NM 88006**
5. The description of the jobsite is: **GOLF COURSE
6736 NORTH JORNAD ROAD(880214)
LAS CRUCES, NM 88006, in the County of DONA ANA**

VERIFICATION

I declare that I am authorized to file this NOTICE OF THE RIGHT TO FILE A LIEN on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing is true and correct. Executed at OAKDALE, California on 8/10/2007 for RAIN FOR RENT 88 (TUCSON).

By: SAUNDRA J DIMICELI Phone: (520) 574-0479 Fax: (620) 574-8276
SAUNDRA J DIMICELI, Authorized Representative

PROOF OF SERVICE BY MAIL AFFIDAVIT

I, SAUNDRA J DIMICELI declare that I served copies of the above NOTICE OF THE RIGHT TO FILE A LIEN by First Class Certified and/or Return Receipt Requested or Registered Mail service, postage prepaid, (as required by law) addressed to each of the parties at the addresses shown above on 07/02/2007. I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing is true and correct.

By: SAUNDRA J DIMICELI SAUNDRA J DIMICELI, Authorized Representative
Executed at OAKDALE, California on 07/02/2007.

NOTICE TO PROPERTY OWNER

THIS IS NOT A LIEN. THIS NOTICE IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR. The undersigned contractor, subcontractor or supplier has agreed to furnish labor, services, equipment or materials for the work of improvement on your property. If bills are not paid in full, the undersigned may assert a Mechanic's Lien against your property, leading to the loss, through court foreclosure proceedings, of your property, even though you have paid your contractor. You may wish to protect yourself against this consequence by (1) Requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor, or (2) Any other method or device which is appropriate under the circumstances.



PREPARED BY, RECORDING
REQUESTED BY AND RETURN TO:
SAUNDRA J DIMICELI
RAIN FOR RENT 88 (TUCSON)
5051 EAST CANADA STREET
Tucson, AZ 85607

LIEN CLAIM

New Mexico Statutes Annotated § 49-2-4

TO: Office Of County Clerk Of DONA ANA County
CLAIMANT: RAIN FOR RENT 88 (TUCSON), 5051 EAST CANADA STREET, Tucson, AZ 85607, Phone: (520) 574-0479, Fax: (520) 574-8278

1. Claimant furnished the following equipment, labor, materials or services furnished: TANKS, PIPES, FITTINGS, PUMPS, for which the claimant is owed \$108,803.24, after deducting all just credits and offsets.
2. A statement of the terms, time given and conditions of the contract are as follows: N/A
3. The name and address of the Owner is: PHILIPPOU, LLC, 1001 UNIVERSITY AVENUE, LAS CRUCES, NM 88001
4. The name of the person by Claimant was employed, or to whom he furnished materials is: KATARINA, INC., P O BOX 0190, LAS CRUCES, NM 88006
5. The equipment, labor, materials or services furnished were for the following described property: 8736 NORTH JORNAD ROAD (88C214), LAS CRUCES, NM 88006 in the County of DONA ANA
6. The date the claimant first supplied equipment, labor, materials or services was June 28, 2007. The date the claimant completed supplying equipment, labor, materials or services was March 16, 2009.

Dated June 16, 2009 for RAIN FOR RENT 88 (TUCSON), 5051 EAST CANADA STREET, Tucson, AZ 85607, Phone: (520) 574-0479, Fax: (520) 574-8278.

By: Saundra J Dimiceli SAUNDRA J DIMICELI, Authorized Representative

ACKNOWLEDGEMENT BY NOTARY PUBLIC

State of California

County of STANISLAUS

SUBSCRIBED and SWORN TO on the 16th day of June, 2009 before me, CINDY GARCIA, NOTARY PUBLIC:

Signature: Cindy Garcia
My Commission Expires: 06/18/2012

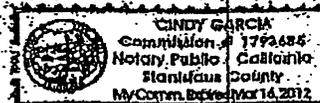


Exhibit
C

710
ENDORSED

FILED

2009 OCT -5 PM 3:55

CLERK OF COURT
DOÑA ANA COUNTY, N.M.
GREGORY F. TOOHEY

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

COPY

WESTERN OILFIELDS SUPPLY COMPANY
D/B/A RAIN FOR RENT,

Plaintiff,

vs.

No. CV 09-2535

KATERINA, INC., SIERRA NORTE LAND
HOLDINGS, LLC, VALLEY NATIONAL
BANK, GOLF WORKS INC., APOLLONIO
ORTIZ, FINGER DYE SPANN, INC.,
CITY OF LAS CRUCES, WAGNER
EQUIPMENT CO., and any and
all unknown claimants,

THIS CASE HAS BEEN ASSIGNED TO
JAMES T. MARTIN

Defendants.

COURT ANNEXED ARBITRATION CERTIFICATION

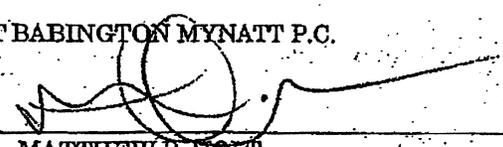
Plaintiff, by and through its counsel, HOLT BABINGTON MYNATT P.C. (Matthew P. Holt), pursuant to Third Judicial District Local Rule LR3-706B, certifies as follows:

This party seeks only a money judgment and the amount sought does not exceed twenty-five thousand dollars (\$25,000) exclusive of punitive damages, interest, costs and attorneys' fees.

This party seeks relief other than a money judgment and/or seeks relief in excess of twenty-five thousand dollars (\$25,000) exclusive of punitive damages, interest, costs and attorneys' fees.

Respectfully submitted,

HOLT BABINGTON MYNATT P.C.

By: 

MATTHEW P. HOLT
P.O. Box 2699
Las Cruces, NM 88004-2699
(575) 524-8812

ENDORSED

711

FILED

2009 DEC 31 AM 10:57

DISTRICT COURT
DONA ANA COUNTY, NM

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

WESTERN OILFIELDS SUPPLY COMPANY
DBA RAIN FOR RENT,

Plaintiff

vs.

No. CV 09 2535

Judge: James T. Martin

KATERINA, INC., SIERRA NORTE LAND
HOLDINGS LLC, VALLEY NATIONAL
BANK, GOLF WORKS INC., APOLLONIO
ORTIZ, FINGER DYE SPANN, INC.,
CITY OF LAS CRUCES, WAGNER
EQUIPMENT CO., and any and
All unknown claimants

Defendants

GOLF WORKS, INC.,

Cross-Claimant

vs.

KATERINA, INC.

Cross-Defendant

**MOTION FOR ORDER DECLARING GOLF WORKS' MECHANIC'S
LIEN TO BE SENIOR AND SUPERIOR TO THE INTERESTS OF SIERRA
NORTE LAND HOLDINGS, INC. AND VALLEY NATIONAL BANK**

Defendant Golf Works, Inc. ("Golf Works") moves this Court for an order declaring that Golf Works' mechanic's lien in this case is senior and superior to the interest of Sierra Norte Land Holdings, LLC as the alleged owner of the property at issue (the "Property") and to the construction loan mortgage of Valley National Bank (the "Mortgage").

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

WESTERN OILFIELDS SUPPLY COMPANY
DBA RAIN FOR RENT,

Plaintiff

vs.

No. CV 09 2535

Judge: James T. Martin

KATERINA, INC., SIERRA NORTE LAND
HOLDINGS LLC, VALLEY NATIONAL
BANK, GOLF WORKS INC., APOLLONIO
ORTIZ, FINGER DYE SPANN, INC.,
CITY OF LAS CRUCES, WAGNER
EQUIPMENT CO., and any and
All unknown claimants

Defendants

GOLF WORKS, INC.,

Cross-Claimant

vs.

KATERINA, INC.

Cross-Defendant

**MOTION FOR ORDER DECLARING GOLF WORKS' MECHANIC'S
LIEN TO BE SENIOR AND SUPERIOR TO THE INTERESTS OF SIERRA
NORTE LAND HOLDINGS, INC. AND VALLEY NATIONAL BANK**

Defendant Golf Works, Inc. ("Golf Works") moves this Court for an order declaring that Golf Works' mechanic's lien in this case is senior and superior to the interest of Sierra Norte Land Holdings, LLC as the alleged owner of the property at issue (the "Property") and to the construction loan mortgage of Valley National Bank (the "Mortgage").

Golf Works makes this motion on the grounds that Katerina, Inc., and not Sierra Norte Land Holdings, LLC, is the owner of the Property and that the Mortgage names Katerina, LLC and not Katerina, Inc. as the Grantor.

I. KATERINA, INC. OWNS THE PROPERTY.

In March, 2005, a warranty deed was recorded in which United Five Properties, LLC, the owner of the Property, granted the Property to Katerina, Inc. See Item 14, November 19, 2009 Doña Ana Title Company title search [hereinafter November 19, 2009 Title Search] and Warranty Deed from United Five Properties, LLC to Katerina, Inc., true and correct copies of which are attached as Exhibit "A." Therefore, after March, 2005, United Five Properties, LLC no longer had an interest in the Property.

II. THE DEED OF THE PROPERTY TO SIERRA NORTE LAND HOLDINGS, LLC IS A "WILD DEED."

In June, 2006, however, another warranty deed was recorded in which United Five Properties, LLC granted the Property to Philippou, LLC. See Exhibit "A," Item 15, November 19, 2009 Title Search and Warranty Deed from United Five Properties, LLC to Philippou, LLC, a true and correct copy of which is attached as Exhibit "B." In August, 2006, a warranty deed was recorded in which Philippou, LLC granted the Property to Katerina, LLC. See Exhibit "A," Item 16, November 19, 2009 Title Search and Warranty Deed from Philippou, LLC to Katerina, LLC, a true and correct copy of which is attached as Exhibit "C."

In July, 2009, a warranty deed was recorded in which Katerina, LLC granted the Property to Cottonwood Springs Development, LLC. See Item 12, August 27, 2009 Doña Ana Title Company title search [hereinafter August 27, 2009 Title Search] and Warranty Deed from Katerina, LLC to Cottonwood Springs Development, LLC, true and correct copies of which are

attached as Exhibit "D." In August, 2009, a warranty deed was recorded in which Cottonwood Springs Development, LLC granted the Property to Sierra Norte Land Holdings, LLC. See Exhibit "D," Item 13, August 27, 2009 Title Search and Warranty Deed from Cottonwood Springs Development, LLC to Sierra Norte Land Holdings, LLC, a true and correct copy of which is attached as Exhibit "E."

A "wild deed" is a "recorded deed that is not in the chain of title . . ." *Black's Law Dictionary* 446 (8th ed. 2004). The warranty deeds supposedly granting the Property to Philippou, LLC, then to Katerina, LLC, then to Cottonwood Springs Development, LLC, and then to Sierra Norte Land Holdings, LLC were recorded but, because United Five Properties, LLC was no longer the owner of the Property in June, 2006 the deeds were not in the chain of title. Therefore, the warranty deed to Sierra Norte Land Holdings, LLC is a "wild deed," and Sierra Norte Land Holdings, LLC has no interest in the Property.

III. THE CONSTRUCTION MORTGAGE NAMES KATERINA, LLC AND NOT KATERINA, INC. AS THE GRANTOR.

The construction mortgage recorded by Valley National Bank names the wrong owner of the Property because it names Katerina, LLC rather than Katerina, Inc., the true owner of the Property, as the grantor. See Exhibit "D," Item 2, August 27, 2009 Title Search.

Katerina, LLC, because it was not the owner of the Property, could not have conveyed title to the Property as security for payment of the construction loan from Valley National Bank. Therefore, Valley National Bank has no interest in the Property.

IV. GOLF WORKS RECORDED A MECHANIC'S LIEN AGAINST THE PROPERTY.

Golf Works was hired to construct a golf course on the Property and remains unpaid

for all of its services. For this reason, Golf Works recorded a mechanic's lien against the Property on October 8, 2008 and re-recorded its lien on June 26, 2009. See items 3, 10, Exhibit "D," August 27, 2009 Title Search.

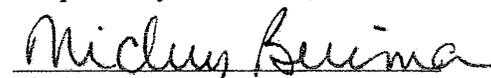
Under the New Mexico Mechanic's and Materialmen's Act, a mechanic's lien "is a charge imposed upon specific property, by which it is made security for the performance of an act [emphasis added]." NMSA (1978) § 48-2-1. For this reason, Golf Works' mechanic's lien is an encumbrance upon the Property.

V. THEREFORE GOLF WORKS INTEREST IN THE PROPERTY IS SENIOR AND SUPERIOR TO ANY INTEREST CLAIMED BY SIERRA NORTE LAND HOLDINGS, LLC OR BY VALLEY NATIONAL BANK.

Neither Sierra Norte Land Holdings, LLC nor Valley National Bank has an interest in the Property which is the subject of this lawsuit. Golf Works' mechanic's lien is a charge against the Property. Therefore, Golf Works mechanic's lien is senior and superior to any interest claimed by these parties in the Property.

For this reason, Golf Works respectfully asks this Court for an order declaring Golf Works' interest in the Property to be senior and superior to any interest in the Property claimed by Sierra Norte Land Holdings, LLC or by Valley National Bank.

Respectfully submitted,


Mickey Beisman

Law Offices of Mickey Beisman
2201 San Pedro N.E.
Suite 211
Albuquerque, New Mexico 87110
(505) 888-7978
F (505) 888-7907
(Attorney for Golf Works, Inc.)

CERTIFICATE OF SERVICE

Plaintiff Golf Works, Inc., by and through its attorney, Mickey Beisman, Law Offices of Mickey Beisman, certifies that on this 31st of December, 2009, it sent, via U.S. Mail, a copy of the foregoing Motion for Order Declaring Golf Works' Mechanic's Lien To Be Senior and Superior to the Interests of Sierra Norte Land Holdings, LLC and Valley National Bank to:

Matthew Holt, Esq.
Holt Babington Mynatt P.C.
P.O. Box 2699
Las Cruces, NM 88004-2699
(Attorney for Western Oilfields Supply)

Kyle Moberly, Esq.
Law Office of Kyle H. Moberly
2460 S. Locust Street, #E
Las Cruces, NM 88001
(Attorney for Katerina, Inc.)

Rodolfo Mata, Esq.
1112 Montana Avenue
El Paso, Texas 79902
(Attorney for Sierra Norte Land Holdings, LLC)

J. Kerwin Hollowwa, Esq.
Spann, Hyer, Hollowwa & Artley PC
1304 Central Avenue, SW
Albuquerque, NM 87103-1031
(Attorney for Valley National Bank)

Apollonio Ortiz
Ortiz Landscapes
P.O. Box 31416
Santa Fe, NM 87594

Ken Dye
Finger Dye Spann, Inc.
5339 Garnetfield Lane
Katy, Texas 77494

Eric D. Norvell, Esq.
Rammelkamp, Muehlenweg & Cordova Law Firm
Sun Valley Commercial Center
316 Osuna Road, NE Unit 201
Albuquerque, NM 87107
(Attorney for Wagner Equipment Co.)

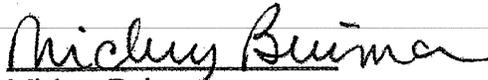

Mickey Beisman

EXHIBIT "A"



Dona Ana Title Company, Inc., a New Mexico Corp
 425-B South Telshor
 Las Cruces, NM 88011
 Phn - (575)521-5800
 Fax - (866)377-6597

November 19, 2009

Law Offices of Mickey Beisman
 2201 San Pedro Drive NE, Building 2-211
 Albuquerque, NM 87110

Re: Certificate as to the State of the record
 File No. 1408704-DA05 CAF
Property Description : Section 4, Township 2South, Range 2East
 Plat Filed:
Name(s) Searched : Katerina, Inc.,. Katerina, LLC, United Five Properties Inc, Jeffrey James Issacks,
 Marian Marshall

Dear Mickey:

This report is neither a title insurance policy nor a commitment to issue a title insurance policy. It is an unguaranteed/uninsured report of record matters affecting the property as described below located by us in the title plant to which we subscribe.

First American Title Insurance Company assumes no responsibility for any errors or omissions in this report or in the title plant to which we subscribe, or in the investigation upon which this report is based, or for the legal sufficiency of any instrument found. If any guarantee or insurance is desired, a policy of title insurance must be requested and issued.

Your payment for this report of the taking of any action in reliance on the information provided, constitutes your unequivocal agreement that our liability for any error or omission therein is limited to the fees charged for this report.

In accord with your request, we have made a search of our title plant for Dona Ana County, New Mexico, as to the property and names described, from December 28, 1996 to August 22, 2006, and the following was found:

In the Office of the County Clerk:

1. Gift Deed executed by Jeffrey James Isaacks, a married man as his sole and separate property, joined pro forma by his wife Trudy Lee Issacks, Marian Gale Issacks Marshall, a married woman as her sole and separate property, joined pro forma by Ron Marshall, her husband, John Howard Isaacks, a single man, Lori Joan Issacks Chambers, a married woman as her sole and separate property joined pro forma Dale Chambers, her husband and Stephen Jesse Issacks, a married man as his sole and separate property joined pro form by Mary Ann Issacks, his wife to Stephen Jesse Isaacks, a married man as his sole and separate property, filed February 24, 1997, recorded in Book 80, page 1386-1385, as Document No. 4176, re-recorded on April 10, 1997 in Book 85, Page 1504-1505.

2. Gift Deed executed by Jeffrey James Isaacks, a married man as his sole and separate property, joined pro forma by his wife Trudy Lee Issacks, Marian Gale Issacks Marshall, a married woman as her sole and separate property, joined pro forma by Ron Marshall, her husband, John Howard Isaacks, a single man, Lori Joan Issacks Chambers, a married woman as her sole and separate property joined pro forma Dale Chambers, her husband and Stephen Jesse Issacks, a married man as his sole and separate property joined pro form by Mary Ann Issacks, his wife to John Howard Isaacks, a single man, filed February 24, 1997, recorded in Book 80, page 1388-1389, as Document No. 4177.
3. Gift Deed executed by Jeffrey James Isaacks, a married man as his sole and separate property, joined pro forma by his wife Trudy Lee Issacks, Marian Gale Issacks Marshall, a married woman as her sole and separate property, joined pro forma by Ron Marshall, her husband, John Howard Isaacks, a single man, Lori Joan Issacks Chambers, a married woman as her sole and separate property joined pro forma Dale Chambers, her husband and Stephen Jesse Issacks, a married man as his sole and separate property joined pro form by Mary Ann Issacks, his wife to Jeffrey James Isaacks, a married man as his sole and separate property, filed February 24, 1997, recorded in Book 80, page 1390-1391, as Document No. 4178.
4. Gift Deed executed by Jeffrey James Isaacks, a married man as his sole and separate property, joined pro forma by his wife Trudy Lee Issacks, Marian Gale Issacks Marshall, a married woman as her sole and separate property, joined pro forma by Ron Marshall, her husband, John Howard Isaacks, a single man, Lori Joan Issacks Chambers, a married woman as her sole and separate property joined pro forma Dale Chambers, her husband and Stephen Jesse Issacks, a married man as his sole and separate property joined pro form by Mary Ann Issacks, his wife to Marian Gale Isaacks Marshall, a married woman as her sole and separate property, filed February 24, 1997, recorded in Book 80, page 1392-1393, as Document No. 4179.
5. Gift Deed executed by Jeffrey James Isaacks, a married man as his sole and separate property, joined pro forma by his wife Trudy Lee Issacks, Marian Gale Issacks Marshall, a married woman as her sole and separate property, joined pro forma by Ron Marshall, her husband, John Howard Isaacks, a single man, Lori Joan Issacks Chambers, a married woman as her sole and separate property joined pro forma Dale Chambers, her husband and Stephen Jesse Issacks, a married man as his sole and separate property joined pro form by Mary Ann Issacks, his wife to Lori Joan Isaacks, a married woman as her sole and separate property, filed February 24, 1997, recorded in Book 80, page 1394-1395, as Document No. 4180.
6. Warranty Deed executed by Stephen Jesse Isaacks, a married man joined pro forma by Mary Ann Isaacks, his wife to Ronald E. Marshall and Marian I. Marshall, Trustees, filed May 1, 2003, recorded in Book 419, page 1419-1420, as Document No. 15085, re-recorded on May 5, 2003 in Book 420, Pages 1050-1051.
7. Warranty Deed executed by Marian Gale Isaacks Marshall, a married woman as her sole and separate property to Ronald E. Marshall and Marian I. Marshall, Trustees, filed May 2, 2003, recorded in Book 420, page 255, as Document No. 15253.
8. Quitclaim Deed executed by Ronald E. Marshall and Marian I. Marshall, Trustees to United Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 244, as Document No. 35751.
9. Quitclaim Deed executed by Ronald E. Marshall and Marian I. Marshall, Trustees to United Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 245, as Document No. 35752.

10. Quitclaim Deed executed by Stephen Jesse Isaacks, who aquired title as a married man as his sole and separate property, joined pro forma by his wife Mary Ann Isaacks to United Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 246-247, as Document No. 35753.
11. Quitclaim Deed executed by Jeffrey James Isaacks, who acquired tilte as a married man as his sole and separate property joined pro forma by his wife Trudy Isaacks to Untied Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 248, as Document No. 35754.
12. Quitclaim Deed executed by John Howard Isaacks, a single man to United Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 250, as Document No. 35756.
13. Quitclaim Deed executed by Lori Joan Isaacks Chambers, who acquired title as a married woman as her sole and separate property joined pro forma by her husband Dale Chambers to United Five Properties, LLC, filed November 2, 2004, recorded in Book 562, page 252, as Document No. 35758.
14. Warranty Deed executed by United Five Properties, LLC to Katerina Inc., filed March 11, 2005, recorded in Book 592, page 1759-1760, as Document No. 7700.
15. Warranty Deed executed by United Five Properties LLC to Philippou LLC, filed July 6, 2006, recorded in Book 725, page 1467, as Document No. 23375.
16. Warranty Deed executed by Philippou LLC to Katerina LLC, filed August 22, 2006, recorded in Book 729, page 313, as Document No. 29225.

In the Office of the District Court (for information only)

none

In the Office of the Bankruptcy Court (for information only)

none

In the Office of the County Treasurer:

Tax Code No.: 02-3649

Taxes for the year 2007 through 2007 have been paid in full.

<u>Year</u>	<u>Name</u>	<u>Original Tax Amount</u>	<u>Status</u>	<u>Receipt No.</u>
2008 and 2209	Sierra Norte Land Holdings LLC	\$69,692.24 with penalties and interest through 12/10/09	delinquent	

Note: Tax information does not include penalties or interest, if any

If we can be of further service in this matter, please call us.

Very truly yours,
Dona Ana Title Company, Inc., a New Mexico Corp

7900

42496KD

LEGAL DESCRIPTION
EXHIBIT "A"

A tract of land situate east of the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico, being all of Section 4, Township 22 South, Range 2 East, N.M.P.M. of the U.S.G.L.O. Surveys, the North 1/2 of Section 9, Township 22 South, Range 2 East, N.M.P.M. of the U.S.G.L.O. Surveys, the North 1/2 of the North 1/2 of the South 1/2 of Section 9, Township 22 South, Range 2 East, N.M.P.M. of the U.S.G.L.O. Surveys and being more particularly described as follows, to wit:

Beginning at a U.S.G.L.O. brass cap found for the section corner common to Sections 3, 4, 9 and 10, Township 22 South, Range 2 East;

Thence, from the point of beginning, along the section line common to Sections 9 and 10, S.00 deg., 46°33"E., 2653.97 feet to a U.S.G.L.O. brass cap found for the 1/4 corner common to Sections 9 and 10;

Thence, continuing along the section line common to Sections 9 and 10, S.00 deg., 47°21"E., 666.68 feet to an iron rod set for the southeast corner of this tract, said point being the northeast corner of Isaacks Subdivision, plat filed for record on November 25, 2002, in Plat Book 20 Pages 184-185 of the Dona Ana County Records;

Thence, leaving the section line common to Sections 9 and 10, along the north line of Isaacks Subdivision, S.89 deg., 43°14"W., 5277.38 feet to an iron rod set for the southwest corner of this tract, said point being the northwest corner of aforementioned Isaacks Subdivision, a point on the section line common to Sections 8 and 9;

Thence, along the section line common to Sections 8 and 9, N.00 deg., 33°06"W., 660.42 feet to a U.S.G.L.O. brass cap found for the 1/4 corner common to Sections 8 and 9;

Thence, continuing along said section line, N.00 deg., 28°47"W., 2649.38 feet to a U.S.G.L.O. brass cap found for the section corner common to Sections 4, 5, 8 and 9, Township 22 South, Range 2 East;

Thence, along the section line common to Sections 4 and 5, N.89 deg., 35°53"E., 2630.34 feet to a U.S.G.L.O. brass cap found for the 1/4 corner common to Sections 4 and 9;

Thence, continuing along the section line common to Sections 4 and 9, N.89 deg., 36°33"E., 2630.53 feet to the point of beginning, enclosing 401.0471 acres of land more or less.



1760

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 1760

I hereby certify that this instrument was filed for recording and duly recorded on

MAR 11 2005

at 3:52 o'clock P.M.

Book 592 Page 1752-1760

of the Records of said County.

Rita Arce, County Clerk
By [Signature]

EXHIBIT " B "

d3375

Southwestern Abstract & Title Co.

GF#16437 Kd/vy

WARRANTY DEED

United Five Properties, LLC, a New Mexico limited liability co. for consideration paid, grants to Philipou LLC, a New Mexico Limited Liability Company whose address is, 2460 S. Locust Street, Las Cruces, NM 88001, the following described real estate in Dona Ana County, New Mexico:

Section 4, Township 22 South, Range 2 East, containing 640 acres of land, more or less.

SUBJECT TO: All reservations contained in the patent, property taxes for the current year and subsequent years, and all covenants, easements and restrictions of record.

with warranty covenants.

Witness its hand(s) and seal this 29th day of June, 2006.

United Five Properties, LLC, a New Mexico limited liability co.

Stephen Isaacks (Seal)
by: Stephen Isaacks, Member

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF DONA ANA

This instrument was acknowledged before me on 29th day of June, 2006, by Stephen Isaacks, Member United Five Properties, LLC, a New Mexico limited liability co.

My Commission Expires: 02/01/07



Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF

This Instrument was Acknowledged before me on _____ by _____ of _____ corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____



State of New Mexico
County of Dona Ana
REC'D 23375
I hereby certify that this instrument was filed for recording and was recorded on JUL 05 2006 at 2:30 o'clock PM Book 785 Page 1467
of the Records and Return of said County.
Clayton

EXHIBIT " C "

29225

WARRANTY DEED

PHILIPPOU, LLC, a New Mexico limited liability company, for consideration paid, grants to KATERINA, LLC, a New Mexico limited liability company, whose address is P.O. Box 6190, Las Cruces, New Mexico 88006, Section 4 in Township 22 South, Range 2 East of the New Mexico Principal Meridian, with warranty covenants.

Dated: August 22, 2006.

PHILIPPOU, LLC, a New Mexico limited liability company

By: [Signature]
Philippos T. Philippou, Manager

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

This instrument was acknowledged before me on this 22nd day of August, 2006, by Philippos T. Philippou as manager of Philippos, LLC, a New Mexico limited liability company.

OFFICIAL SEAL
PATRICIA HOWERPOETH
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/23/08
(SEAL.)

Patricia Howerpoeth
Notary Public
My Commission Expires: 2/23/08

679 Del Rio, Santa Fe, NM 87505, TEL: 505.820.1012, FAX: 505.820.1010



315

State of New Mexico
County of Dona Ana, in
RECEPTION NO. 29225
I hereby certify that this
instrument was filed for
recording as duly recorded on
Aug 22 2006
at 2:38 o'clock PM
Book 739 Page 315
of the Records of said County.
By: [Signature] COUNTY CLERK

EXHIBIT " D "



Dona Ana Title Company, Inc.
425-B South Telshor
Las Cruces, NM 88011
Phn - (575)521-5800
Fax - (866)298-9009

Rain for Rent

August 27, 2009

Holt Babington Mynatt PC
1660 Hickory Loop
Las Cruces, NM 88005

Re: Certificate as to the State of the record
File No. 1378712-DA06 SDP
Property Description : Lot 1 Sierra Norte Replat No. 1
Plat Filed: August 10, 2007
Name(s) Searched : Katerina LLC, a New Mexico limited liability company, Cottonwood Springs Development, LLC a New Mexico limited liability company and Sierra Norte Land Holdings, LLC a New Mexico limited liability company

Dear Matt:

This report is neither a title insurance policy nor a commitment to issue a title insurance policy. It is an unguaranteed/uninsured report of record matters affecting the property as described below located by us in the title plant to which we subscribe.

First American Title Insurance Company assumes no responsibility for any errors or omissions in this report or in the title plant to which we subscribe, or in the investigation upon which this report is based, or for the legal sufficiency of any instrument found. If any guarantee or insurance is desired, a policy of title insurance must be requested and issued.

Your payment for this report of the taking of any action in reliance on the information provided, constitutes your unequivocal agreement that our liability for any error or omission therein is limited to the fees charged for this report.

In accord with your request, we have made a search of our title plant for Dona Ana County, New Mexico, as to the property and names described, from August 22, 2006 to August 25, 2009, and the following was found:

In the Office of the County Clerk:

1. Warranty Deed executed by Philippou LLC, a New Mexico limited liability company to Katerina, LLC, a New Mexico limited liability company, filed August 22, 2006, recorded in Book 739, page 315, as Document No. 29225.
2. Mortgage executed by Katerina, LLC, a New Mexico limited liability company to Valley National Bank, filed January 16, 2007, recorded in Book 780, page 760-771, as Document No. 1748, re-recorded on April 27, 2007 in Book 809, Pages 1056-1068, as Document No. 15079.
3. Mechanic's Lien executed by Golf Works Inc. to Katerina LLC, filed September 8, 2008, recorded as Document No. 0826916.

4. Claim of Lien executed by Apollonio Ortiz dba Ortiz Earthscape to Katerina LLC, filed December 30, 2008 , recorded as Document No. 0834413.
5. Claim of Lien executed by Finger Dye Spann Inc. to Katerina LLC, filed January 8, 2009 , recorded as Document No. 0900448.
6. Claim of Municipal Utility Lien executed by City of Las Cruces, a New Mexico Municipal corporation to Katerina Inc, a New Mexico corporation and Katerina, LLC a New Mexico limited liability company, filed April 14, 2009 , recorded as Document No. 0909806.
7. Notice of Pendency of American Arbitration Association Arbitration executed by Golf Works Inc to Philippos T. Philippou and Katerina LLC, filed May 4, 2009 , recorded , as Document No. 0912036.
8. Second Claim of Municipal Utility Lien executed by City of Las Cruces, a New Mexico Municipal corporation to Katerina Inc, a New Mexico corporation and Katerina, LLC a New Mexico limited liability company, filed May 22, 2009 , recorded as Document No. 0914051.
- ✓ 9. Lien Claim executed by Rain for Rent to Phillipou LLC and Katerina Inc., filed June 22, 2009 , recorded as Document No. 0917038.
- 10. Amended Mechanic's Lien executed by Golf Works Inc. to Katerina LLC, filed June 26, 2009 , recorded as Document No. 0917683.
11. Claim of Lien executed by Wagner Equipment Co to Katerina LLC and Philippou Group, filed July 23, 2009 , recorded as Document No. 0920542.
12. Warranty Deed executed by Katerina LLC a New Mexico limited liability company to Cottonwood Springs Development LLC, a New Mexico limited liability company, filed , recorded as Document No. 0920573.
13. Warranty Deed executed by Cottonwood Springs Development LLC, a New Mexico limited liability company to Sierra Norte Land Holdings, LLC a New Mexico limited liability company, filed August 5, 2009 , recorded as Document No. 0921897.

In the Office of the District Court (for information only)

CV2009-1978 Golf Works vs Katerina et al

In the Office of the Bankruptcy Court (for information only)

none

In the Office of the County Treasurer:

Tax Code No.: 02-36419

Taxes for the year 2007 through 2007 have been paid in full.

<u>Year</u>	<u>Name</u>	<u>Original Tax Amount</u>	<u>Status</u>	<u>Receipt No.</u>
2008	Katerina LLC	\$36,117.04 includes penalties and interest through 9/10/09	delinquent	

Note: Tax information does not include penalties or interest, if any

If we can be of further service in this matter, please call us.

Very truly yours,
Dona Ana Title Company, Inc., a New Mexico Corp

Branch :FNM,User :CAF

Comment:

Station Id :HEOU

SWAT JP

WARRANTY DEED

KATERINA, LLC, a New Mexico limited liability company, for consideration paid, grants to COTTONWOOD SPRINGS DEVELOPMENT, LLC, a New Mexico limited liability company, whose address is 3590 W. Picacho Avenue, Las Cruces, New Mexico 88007, the following described real property in the City of Las Cruces, Dona Ana County, New Mexico, with warranty covenants with warranty covenants, subject to reservations, restrictions, covenants, easements and encumbrances of record, and property taxes:

Lot 1 and an undivided 25% interest in Lot 2 of Sierra Norte, Replat No. 1, as the same are shown and designated on said replat that was recorded in the real property records in the office of the County Clerk of Dona Ana County, New Mexico on August 10, 2007 (reception no. 0727787), as Plat No. 4620, in Plat Book 22 at pages 287-290.

Effective May 26, 2009.

KATERINA, LLC, a New Mexico limited liability company

By: [Signature]
Kyle H. Moberly, Authorized Agent

STATE OF NEW MEXICO
COUNTY OF DONA ANA

This instrument was acknowledged before me on July 16, 2009, by Kyle H. Moberly as authorized agent of Katerina, LLC, a New Mexico limited liability company.



OFFICIAL SEAL
PATRICIA HAVERPORTH
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 2/23/12

[Signature]
Notary Public

My commission expires: 2/23/12

@FFDalew4:ODM\FORLDOVE\DOC\CLIENT\79216\1100018866.WTD

COUNTY OF DONA ANA) WARRANTY DEED
STATE OF NEW MEXICO) ss PAGES: 1
I Hereby Certify That This Instrument Was Filed for
Record On The 23RD Day Of July, 2009 at 04:15:28 PM
And Was Duly Recorded as Instrument #8920573
Of The Records Of Dona Ana County

Witness By Hand And Seal Of Office
Lynn J. Ellins
Deputy [Signature] County Clerk, Dona Ana, NM



Recorded 07/23/2009 DAC

EXHIBIT " E "

Branch :FNM,User :CAF

Comment:

Station Id :HEOU

SWAT JP

WARRANTY DEED

COTTONWOOD SPRINGS DEVELOPMENT, LLC, a New Mexico limited liability company, for consideration paid, grants to SIERRA NORTE LAND HOLDINGS, LLC, a New Mexico limited liability company, whose address is 605 South Sokoso, Las Cruces, NM 88001-3242, the following described real estate in Dona Ana County, New Mexico:

Lots 1, 4, 5, 6, 7, 9 and an undivided 25% interest in Lot 2, SIERRA NORTE, REPLAT NO. 1, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on August 18, 2007, in Book 22 Pages 287-290 of Plat Records.

Lots 8A and 8B, SIERRA NORTE, REPLAT NO. 2, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on October 24, 2008, in Book 22 Pages 577 and 578 of Plat Records.

Lot 7, ERMITA MESA PLAT NO. 7, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on March 30, 1993, in Book 17 Page 291 of Plat Records.

Lots 1 and 3, ISAACKS SUBDIVISION, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on November 25, 2002, in Book 20 Pages 184-185 of Plat Records.

Two (2) 10.7701 acre tracts of land in Section 16, Township 22 South, Range 2 East, N.M.P.M., in the City of Las Cruces, being more fully described in EXHIBITS "A" and "B" attached hereto and made a part hereof.

The west half (W1/2) of Section 16, Township 22 South, Range 2 East, N.M.P.M., in the City of Las Cruces, Dona Ana County, NM.

SUBJECT TO: Restrictions, Reservations and Easements of record.

with warranty covenants.

Witness my hand(s) and seal this 27 day of July, 2009.

Cottonwood Springs Development, LLC

By: Royal Jones, Managing Member

ACKNOWLEDGMENT FOR NATURAL PERSONS

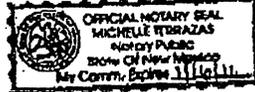
STATE OF NEW MEXICO

COUNTY OF DONA ANA

This instrument was acknowledged before me on July 27, 2009, by Royal Jones, Managing Member of Cottonwood Springs Development, LLC, a New Mexico limited liability company.

My Commission Expires: 11/11/11

Notary Public signature



Recorded 08/05/2009 DAC

Branch :PNM,User :CAP

Comment:

Station Id :HEOU

EXHIBIT "A"

PAGE 1 of 1

DESCRIPTION OF A 10.7101 ACRE TRACT

A tract of land situate Northeast of Las Cruces, Dona Ana County, New Mexico, located in Section 15, T.22S., R.2E., N.M.P.M. of the U.S.G.L.O. Surveys, and being more particularly described as follows, to wit:

BEGINNING at a 5/8" iron rod found on the Easterly line of McGuffey Road for the Northwest corner of this tract: WHENCE the Northwest corner of Section 15, T.22S., R.2E., N.M.P.M. of the U.S.G.L.O. Surveys, bears N.00°29'00"W., 824.73 feet;

THENCE, from the point of beginning, leaving McGuffey Road, N.89°50'45"E., a distance of 389.79 feet to a 1/2" iron rod set for the Northeast corner of this tract;

THENCE S.00°29'00"E., a distance of 1197.03 feet to a 1/2" iron rod set on the Northerly line of Benavidez Road for the Southeast corner of this tract;

THENCE, along the Northerly line of Benavidez Road, S.89°53'10"W., a distance of 389.80 feet to a 1/2" iron rod set on the Easterly line of McGuffey Road for the Southwest corner of this tract: IDENTICAL to the Northeast intersection of McGuffey Road and Benavidez Road;

THENCE, leaving Benavidez Road, and along the Easterly line of McGuffey Road, N.00°29'00"W., a distance of 1196.75 feet to the point of beginning, enclosing 10.7101 acres of land, more or less. Subject to a 20.00 foot wide road easement parallel and immediately adjacent to the Southerly boundary. Also subject to all other easements and reservations of record.

Recorded 08/05/2009 DAC

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

FILED
2010 JUN 13 11 01 50
CLERK OF DISTRICT COURT
DOÑA ANA COUNTY, N.M.

WESTERN OILFIELDS SUPPLY COMPANY
D/B/A RAIN FOR RENT,

Plaintiff,

vs.

No. CV-2009-2535
Judge James T. Martin

KATERINA, INC., SIERRA NORTE LAND
HOLDINGS, LLC, VALLEY NATIONAL
BANK, GOLF WORKS INC., APOLLONIO
ORTIZ, FINGER DYE SPANN, INC.,
CITY OF LAS CRUCES, WAGNER
EQUIPMENT CO., and any and
all unknown claimants,

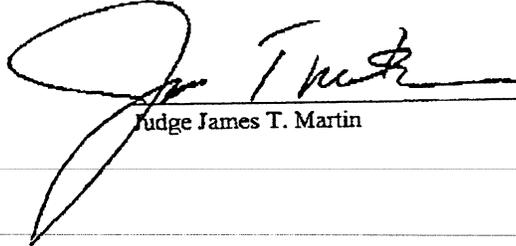
Defendants.

STIPULATED JUDGMENT

This matter originally came before the Court on Western Oilfields Supply Company's Motion for Summary Judgment. The Court has been advised that the parties have agreed to this Stipulated Judgment, finds that the terms are fair and reasonable, and therefore agrees to enter this Stipulated Judgment.

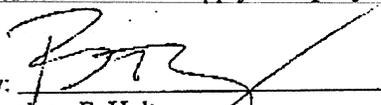
Judgment shall be, and hereby is, entered in favor of Western Oilfields Supply Company, and against Katerina, Inc., in the amount of \$110,560.83, plus interest on that amount at the rate of 12% per year from January 13, 2010, until paid. Additionally, Western Oilfields Supply Company is hereby awarded costs and attorneys' fees of \$3,211.61, with interest to run from the date of this judgment at the rate of 8.75% until paid.

By agreement between the parties, Western Oilfields Supply Company's request to foreclose on its lien on certain real property is temporarily withdrawn, without prejudice to Western Oilfields Supply Company's right to renew its request to foreclose its lien.



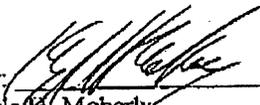
Judge James T. Martin

Western Oilfields Supply Company

for
By: 

Matthew P. Holt
P.O. Box 2699
Las Cruces, NM 88004-2699
(575) 524-8812

Katerina, Inc.

By: 

Kyle H. Mobcrly
Attorney at Law
P.O. Box 7663
Las Cruces, NM 88004

D

STATE OF NEW MEXICO
COUNTY OF DONA ANA
THIRD JUDICIAL DISTRICT COURT

COMPASS BANK,

Plaintiff,

v.

No. CV 2009-3334

Recorded 12/22 2009 DAC

SN2 LAND HOLDINGS, LLC,
a New Mexico limited liability company,
JOHN T. MOSCATO, BRIGHT VIEW
LAND COMPANY, a Delaware corporation,
THOMAS M. STEVENS, KATERINA, LLC,
a New Mexico limited liability company, and
SIERRA NORTE LAND HOLDINGS, LLC,
a New Mexico limited liability company,

Defendants.

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that Plaintiff Compass Bank has, on the 22nd day of December, 2009, filed a Complaint For Debt, Money Due, Foreclosure, and Equitable Relief in the State District Court of Dona Ana County, New Mexico. The action is pending and undetermined.

The object of the action is to foreclose the following mortgage:

1. Mortgage dated August 13, 2007, to Compass Bank encumbering the Real Property as defined below, and recorded in the Records of Dona Ana County, New Mexico on August 21, 2007 as Instrument #0729111.
2. The above-described Mortgage currently encumbers the following which is located in Dona Ana County, New Mexico ("Real Property"):

Lot 3 of Sierra Norte Replat No. 1, Las Cruces, New Mexico, as the same is shown and designated on the plat of said Sierra Norte Replat No. 1. filed in the Office of the County Clerk of Dona Ana County, New Mexico on August 10, 2007 in Plat Book 22, Folio 287-290.

3. Such action is pending in the Third Judicial District Court, County of Dona Ana. State of New Mexico as Cause No. CV2009-3334.

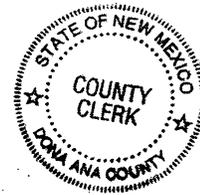
Recorded 12/22 2009 DAC

MILLER STRATVERT P.A.

By James J. Wodland
JAMES J. WODLAND
Attorneys for Plaintiff
P.O. Box 25687
Albuquerque, New Mexico 87125
(505) 842-1950

\\Prolaw\ProClient\008025-042407\Pleadings\623756.doc

741



COUNTY OF DONA ANA) LIS PENDENS
 STATE OF NEW MEXICO) ss PAGES: 3

I Hereby Certify That This Instrument Was Filed for
 Record On The 22ND Day Of December, 2009 at 02:49:02 PM
 And Was Duly Recorded as Instrument #0934586
 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
 Lynn J. Ellins
 Deputy *Lynn J. Ellins* County Clerk, Dona Ana, NM

E

744

e-Recorded 12/15/09 DAC

ingress and egress, easements, licenses, and all reversionary rights and interests of Grantor with respect to such properties, including, without limitation, all properties, whether real or personal, covered by the Mortgage described below (all of the aforesaid Land, Improvements, and other real and personal properties and interests being collectively referred to as the "Property");

Subject, however, with respect to the Land and Improvements, to the exceptions to title more particularly set forth on Exhibit "3" attached hereto and made a part hereof by reference for all purposes, including, without limitation, that Mortgage, executed by Grantor dated May 30, 2007 (herein called the "Mortgage"), and recorded in Book 818, Pages 1923-1929, of the Records of Dona Ana County, New Mexico on May 31, 2007 (the "Permitted Exceptions").

To have and to hold the Property, together with any and all rights and appurtenances thereto and in any way belonging unto Holdings, its successors and assigns, forever; and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto Holdings, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however to the Permitted Exceptions as same may relate to the Land or Improvements.

But it is expressly agreed and understood hereby that:

- (i) The Mortgage and all of the liens and collateral at any time securing the indebtedness described in the Mortgage are NOT released or relinquished in any manner or respect whatsoever and shall remain in existence and in full force and effect until released by an instrument duly executed and acknowledged by the holder thereof and recorded in the Records of Dona Ana County, New Mexico, which release may be made by the holder thereof as, when, and if the holder thereof shall determine in the exercise of its sole discretion.
- (ii) The priority of the liens of the Mortgage and all other liens securing the indebtedness described therein may be maintained;
- (iii) Grantor and Holdings do NOT intend that there be, and there shall in no event be, a merger of the aforesaid liens with title to the Property by virtue of the conveyance made hereby, but do intend that the said liens and title to the Property be kept separate; and
- (iv) This Deed is NOT being executed, delivered or accepted in cancellation or extinguishment of any debt of Grantor or any other party, and no such debt shall in any manner be affected hereby.

The parties acknowledge that Holdings is the assignee of Compass Bank, the holder of the Mortgage described above.

EXHIBIT 1

LAND DESCRIPTION

Real property in the City of Las Cruces, County of Dona Ana, State of New Mexico, described as follows:

Tract 1

Lots 1-7, 10-20, 22-51, 54-104 of The Pueblos at Alameda Ranch, Phase 3, Las Cruces, New Mexico, as the same is shown and designated on the plat filed in the Office of the County Clerk of Dona Ana County, New Mexico on January 28, 2008 in Plat Book 22, Folio 406-410.

Tract 2

Lots 2-5, 9-25, 27-29, 31-34, 36-45, 50-51, 54-56, 58-61, 65-66, 68-69, 81 of The Pueblos at Alameda Ranch, Phase 3, Replat No. 2, Las Cruces, New Mexico as the same is shown and designated on the Plat filed in the Office of the County Clerk of Dona Ana County, New Mexico on April 9, 2008 in Plat Book 22, Folio 458-459.

e-Recorded 12/15/09 DAC

EXHIBIT 2

As of Closing, there are no pending purchase agreements for lots involving the Property except as follows:

1. Lot 69, Phase 3, Replat No. 2 of the Pueblos at Alameda Ranch, Las Cruces, New Mexico, which is scheduled to be purchased by Veloz Homes, Inc. by January 7, 2010. Holdings will agree to carry out as Seller the terms of the Purchase Agreement dated December 7, 2009 between Veloz Homes, Inc. as Buyer and Grantor as Seller if Veloz Homes, Inc. pays the \$34,750.00 purchase price in cash at closing by January 7, 2010; and.
2. Lots 58, 59, and 60, Phase 3, Replat #2 of the Pueblos at Alameda Ranch, Las Cruces, New Mexico, which are each scheduled to be purchased by Capron Builders & Design, LLC on or before March 15, 2010. Holdings will carry out as Seller the terms of any and all of the three Purchase Agreements dated September 2, 2009 between Capron Builders & Design, LLC as Buyer and Borrower as Seller for which Capron Builders & Design, LLC pays the \$35,000.00 per lot purchase price in cash at closing by March 15, 2010.

e-Recorded 12/15/09 DAC

748

EXHIBIT 3

See attached from Title Commitment

e-Recorded 12/15/09 DAC

c - R e c o r d e d 12/15/09 D A C

COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B
SECTION TWO
EXCEPTIONS

Standard exceptions 1, 2, 3, 4, 6 and/or 8 may be deleted from any policy, and standard exception 7 may be modified on any policy, upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. The policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured." [6-16-86, 3-1-90, 6-1-97, 6-1-98; 13.14.5.9 NMAC - Rn, 13 NMAC 14.5.9, 5-15-00; A, 8-29-03; A, 7-1-05]

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. INTENTIONALLY OMITTED
7. Water rights, claims or title to water.
8. INTENTIONALLY OMITTED
9. Taxes for the year 2010 and thereafter.
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the

First American Title Insurance Company



ALTA Commitment (6-17-06)

Commitment Page 6
Commitment Number: 1385336-DA06

e-Recorded 12/15/09 D.A.C.

- proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
11. Reservations contained in Patent from United States of America recorded in Book 275 Pages 226-228, records of Dona Ana , County, New Mexico.
 12. Covenants, conditions, restrictions, terms, provisions and easements recorded in Book 674, Page(s) 1853-1905 and in Book 768, Page(s) 550-551; as Document number 0901719; as Document Number 0901720; as Document Number 0910550; as Document Number 0918041, records of Dona Ana County, New Mexico, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
 13. Easement Deed from the City of Albuquerque to the City of Las Cruces recorded in Book 163, Pages 784-787, records of Dona Ana County, New Mexico.
 14. Agreement between the City of Las Cruces, City of Albuquerque and Alameda Land and Development Company recorded in Book 210 Pages 893-904, records of Dona Ana County, New Mexico.
 15. Grant of Temporary Utility Construction Easement recorded in Book 715 Pages 1353-1356, records of Dona Ana County, New Mexico.
 16. Utility Easement reserved across the 12 feet of the insured land, as shown on the recorded plat, filed in the Office of the County Clerk of Dona Ana County, New Mexico, on January 28, 2008, in Plat Book 22, Folio 406-410.
 17. Utility Easement reserved across the 10 and 12 feet of the insured land, as shown on the recorded plat, filed in the Office of the County Clerk of Dona Ana County, New Mexico, on April 9, 2008, in Plat Book 22, Folio 458-459.
 18. Ponding Area to be maintained by lot owner.
 19. Intentionally omitted.
 20. Intentionally omitted.
 21. There shall be no roof drainage allowed on the zero lot line side as contained in Item 9 in Notes as shown on the Plat of Subdivision recorded on January 28, 2008 in Book 22, Pages 406-410, records of Dona Ana County, New Mexico.
 22. Intentionally omitted.
 23. Intentionally omitted.
 24. Intentionally omitted.
 25. Lots 71-82 of Parcel 2 must be constructed to allow runoff to discharge to the Alameda Arroyo (South Fork Tributary 1) and/or ponding areas as contained in Item 14 in Notes as shown on the Plat of Subdivision recorded on April 9, 2008 in Book 22, Pages 458-459, records of Dona Ana County, New Mexico.

First American Title Insurance Company

F



1
2
3
4
5
6
7
8

**REGULAR MEETING
OF THE
PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
August 22, 2006
6:00 p.m.**

9
10 **BOARD MEMBERS PRESENT:**

11 Bruce Buchman, Chair Donald Bustos, Member
12 Nancy Binneweg, Vice-Chair Harry Sanchez, Member
13 Elizabeth Camuñez, Secretary Fred Kennon, Member

14
15 **BOARD MEMBERS ABSENT:**

16 Shawn Evans, Member

17
18 **STAFF:**

19 Vincent Banegas, Development Services & MPO Administrator
20 Sandra Gaiser, Senior Planner
21 James White, Planner
22 Cheryl Rodriguez, Planner
23 Gina Gentile, Planner
24 Paul Yadro, Associate Planner
25 Jared Abrams, Assistant City Attorney
26 Travis Brown, Deputy Chief/Fire Marshal
27 Pat Hill, Recording Secretary

28
29 **I. CALL TO ORDER**

30 **CHAIR BUCHMAN:** Good evening ladies and gentlemen. I'd like to call to order
31 the Planning and Zoning Commission meeting for Tuesday, August 22, 2006. If

1 **FRED KENNON:** Question for Mr. Binns. In the application, it indicated a
2 potential for a 0' setback relative to one side yard. Can you explain that?

3 **EDDIE BINNS:** Yes, sir. That is referring to the small lots down below. This
4 would be a project that I would envision paralleling what took place in The Mission
5 subdivision, which could be a zero lot line where the house is built on the property
6 line on one side then there would be a 10' right-of-way and/or space between the
7 house and the property line on the other side, so that we always would maintain a
8 10' space between units for fire control and open space.

9 **FRED KENNON:** Thank you.

10 **CHAIR BUCHMAN:** Other Commissioners? Other questions or comments?
11 Hearing none, I'll accept a motion on Case S-06-054.

12 **HARRY SANCHEZ:** I make a motion to approve Case S-06-054 as stated.

13 **ELIZABETH CAMUÑEZ:** Second it.

14 **CHAIR BUCHMAN:** I'll call the roll. Commissioner Binneweg.

15 **NANCY BINNEWEG:** Aye, based on discussion and findings.

16 **CHAIR BUCHMAN:** Commissioner Bustos.

17 **DONALD BUSTOS:** Aye, discussion and findings.

18 **CHAIR BUCHMAN:** Commissioner Kennon.

19 **FRED KENNON:** Aye, discussion and findings.

20 **CHAIR BUCHMAN:** Commissioner Sanchez.

21 **HARRY SANCHEZ:** Aye, discussion and findings.

22 **CHAIR BUCHMAN:** Commissioner Camuñez.

23 **ELIZABETH CAMUÑEZ:** Aye, discussion and findings.

24 **CHAIR BUCHMAN:** And the Chair votes "aye," based on discussion and findings
25 and site visit. This passes 6 to 0. Thank you. Next item is a PUD case, PUD-06-
26 05. This is a request to amend the existing PUD known as Las Alamedas Central,
27 and a master plan amendment to the Las Alamedas Central for the development to
28 be known as The Pueblos at Alameda Ranch, Phase 3. This final site plan is for
29 approximately 84 acres. Is the applicant ready to make their presentation? Please
30 come forward.

1 **APPLICANT:** Chairman, Commissioners, my name is Matt Kenney, I'm with
2 Denton Ventures. I'll speak on behalf of the developer. As stated, this is an
3 amendment to the Las Alamedas Master Plan. The property was zoned R-1 and
4 R-3, and it was PUD so that the 1981 zoning applied. So the R-3 in the old Zoning
5 Code allowed for anything with a density or lower in a residential sense, so you
6 could have anything from single-family to apartment zoning on the property, under
7 the old zoning. This is a vicinity map. This is Sonoma Ranch Boulevard. This is
8 the branch community college. Phases 1 and 2 of The Pueblos at Alameda
9 Ranch, Sonoma Ranch North, Sonoma Ranch East. I'd like to point out a few
10 things on this vicinity map. To begin with, everything west of Mesa Grande from
11 Lohman Avenue to Highway 70 has either been constructed or master planned by
12 one developer or another. This is simply one of the pieces that makes the
13 connections that we're all looking for. The loop of Sonoma Ranch Boulevard,
14 Northrise Drive, and Calle Abuelo, we will have a road connecting Calle Abuelo to
15 Sonoma Ranch with our primary access at Sonoma Ranch. We are proposing a
16 gated community, but we've made a commitment that we will have access to
17 pedestrians and bikes through the gate so that you have a very nice looping
18 pedestrian system. In Phase 1 we had a third of the project was open space
19 areas, and it includes a pool house. Phase 2 includes a pool as well as a
20 dedicated 1-acre park, a fully developed park that the developer is building and
21 dedicating and giving to the City in lieu of park fees for the three projects. The
22 spaces that you see in between the projects are...we dedicated on the Las
23 Alamedas Master Plan for the flood plains in the area. We are not encroaching on
24 the flood plains in any way. And the Alameda Arroyo, as I understand it, is part of
25 the MPO's trail system. And part of the park in Phase 2 was to include a parking
26 lot that would allow not only the residents in The Pueblos at Alameda Ranch, but
27 the public in general, to access that trail system when it gets built. This is the
28 layout of The Pueblos, Phase 3. It includes a patio home area to the...let me state
29 again...this is Sonoma Ranch Boulevard to the west, Calle Abuelo to the east, the
30 Alameda Arroyo to the north. Again, that's native open space. And there's a
31 native open space flood plain to the south. The north half of the subdivision is a

1 patio home subdivision with zero lot line patio homes, and I'll get into some
2 specifics in a second. To the south of the main road in the subdivision is a
3 residential area that is allowing several different residential uses, and I'll show
4 some examples in a moment. This tract here is a neighborhood center, which
5 allows for a pool and recreation areas, again, for the residents of The Pueblos at
6 Alameda Ranch as well as a small amount of neighborhood commercial, and
7 there's some, again, some specifics later in the presentation. To give you a sense
8 of the type of road network that we're intending to construct, the road that connects
9 Sonoma Ranch Boulevard and Calle Abuelo...incidentally, Sonoma Ranch
10 Boulevard is a Principal Arterial, Calle Abuelo is a Collector...the road that
11 connects those two does not have any direct residential or direct residential access
12 to it. It will be gated at either end, and the gate on the west end will be on the far
13 side of the commercial tract so that the public has access to any kind of
14 restaurants or office uses that are in that commercial center. The typical section
15 that's proposed for that is a 36'-wide back-to-back section, which includes a 4' bike
16 lane and...on each side. And again, that'll connect Calle Abuelo and Sonoma
17 Ranch. The typical Minor Local streetscape is a streetscape that we have
18 constructed in Phase 1 and have approval on Phase 2 as well, that includes an
19 alternating parking section with landscape strips that alternate back and forth so
20 that you have the full pavement with...that you typically have, but you have a traffic
21 calming scenario where the landscaping acts to slow down traffic in a residential
22 area. Some of the specifics about the project, there are about 10 acres of land that
23 is left native, or not native but open, behind the patio home lots. It will be a gated
24 community; as such, the internal roads will be privately maintained. Water meters
25 will be placed a foot behind the property line, which is now the current standard
26 anyway. Street lights will only be provided on Calle Abuelo. No street lights will be
27 constructed on the internal streets. That started with Jornada South subdivision,
28 which is next to Pueblos 1, and they do not have street lights and they enjoy the
29 night sky and requested that the developer not construct street lights and we've
30 continued that feel through Phases 1 and 2 and we're again requesting that here.
31 The concept of the patio home is that you have a 0' side setback on one side and

1 20' side setback on the other. The idea is to put the setback all on one side and
2 actually enforce a setback that's wider than what is typically required in order to
3 create a usable side yard on the lots. And the lots are a little bit wider than
4 standard, what you see in a lot of subdivisions in the City. We're encouraging
5 builders to turn their garages 90° to the street; if they do that they can use a 20'
6 front setback. If they choose to have the garage directly facing the street, they
7 have to set the entire structure back 25'. And again, the...every single lot has an
8 open space buffer. Based on the severity of the topography, we will have to re-
9 vegetate those areas, but if you've gone to Phase 1 and looked at the ponds and
10 so forth, the developer is committed to placing native vegetation back. We have, in
11 fact, on both Phases 1 and 2, gone in beforehand and salvaged cactus and yuccas
12 so that we can re-vegetate ponding and grading areas and that...a very good
13 example of that is Phase 1. If you haven't been through there, I'd encourage you
14 to take a look at how Mr. Moscato constructs a project. But every single patio
15 home does in fact have a buffer from its neighbor, as opposed to the standard
16 subdivision where you have a lot line right up against your neighbor. The project,
17 as I mentioned, includes an attached single-family or multi-family area which is
18 south of the main road. We have established a density range for those lots,
19 depending on the type of use that is proposed, anywhere from 5-12 dwelling units
20 per acre, and so that gives you a range of anywhere from 21-49, for instance, on
21 Lot 101. If you add up the maximum here, you will get more than 232 lots. The
22 way the PUD is set up is that we can only construct 232 residential units south of
23 the road, and we can do it in a number of different ways. These are conceptual
24 layouts of what potentially could go in there and again; overall, the lots south of the
25 main road will have no more than 8 dwelling units per acre on that property. The
26 uses that might be constructed there include attached townhomes, detached zero-
27 lot line patio homes, zero-lot line cluster patio homes. We could have apartments,
28 clustered zero-lot line homes; these each have their own lot underneath them.
29 And again, another type of attached townhome. So these are the different types of
30 residential uses that could be built there. When we have a buyer, there will have to
31 be an entire set of construction drawings that's put together and submitted to the

1 City for review by all the different departments and, you know, including Fire,
2 Utilities, Public Works, and so forth, and all the drainage and everything will have
3 to be addressed for each site plan and will go through a full blown review. But
4 again, the density will not exceed 8 dwelling units. One lot may have 5 dwelling
5 units per acre and the other will have 12, but overall it will be 8 dwelling units per
6 acre on Lots 101-109 down here. The neighborhood center, this is again just a
7 conceptual site plan to describe what we're talking about, we will have some form
8 of pool and other recreational uses associated with it - we're showing beach
9 volleyball on this slide here - and the rest of the area will be constructed with
10 commercial uses and...this is simply conceptual. There is none thought that
11 maybe there ought to be a lot line division between the pool house so that the
12 homeowner association knows what they own and are responsible for maintaining,
13 and then there'd be specific areas for the commercial uses. One point of interest
14 that I'd like to point out is that the gate that we're proposing for the residential area
15 will be to the east of the entrance to this commercial area and we will design the
16 parking lot system in a manner that's accessible to the Fire Department, in order
17 for them to make a loop back to Sonoma Ranch if there is a reason why they don't
18 want to go through the gate and come through. They'll obviously have access
19 through the gate as well, but if they need to make a turnaround they won't be stuck
20 here at the gate trying to do a 3-point turn or worse. There's quite a list of uses -
21 they're mostly office and restaurant/bank-type uses. We went through the
22 commercial uses and restricted some of the more abusive uses for a residential
23 area, but the PUD does allow that if a similar use is missing off this list that staff
24 has the ability to add it administratively if they find that it's a similar use. We've put
25 together some conceptual elevations of the residential uses, and you can see
26 many of these in Phase 1 already under construction. This is an adobe style
27 house. This is Las Cruces traditional - what that is, is when you have a
28 combination of a pitched tile roof with a flat roof. A mission, again, can have some
29 tile but it has the mission style ends of the roof line. And here's a composite
30 elevation of what the different use, different types of elevations might look like as
31 well as how the streetscape turns out with the landscaping in the street. One thing

1 I didn't mention about the streets is that they are privately maintained, including the
2 landscaping. And that concludes my presentation. I'd be happy to answer any
3 questions you may have.

4 **CHAIR BUCHMAN:** Thank you, Mr. Kenney. Staff presentation, please.

5 **GINA GENTILE:** Good evening, Mr. Chair, and Commissioners. For the record,
6 I'm Gina Gentile, Community Development. Before you this evening is a request
7 to amend an existing Planned Unit Development, or PUD, known as Las Alamedas
8 Central and a Master Plan amendment to the Las Alamedas Central Master Plan,
9 for a development known as The Pueblos at Alameda Ranch, Phase 3. The
10 request is for a concept plan and a final site plan approval, and it's Case PUD-06-
11 05. Shown on this slide here is a photo taken from a high point off of Calle Jitas. If
12 you might have noticed, of course, Sonoma Ranch Boulevard isn't in yet, so you
13 can't directly access where the development is without a good hike. And so this is
14 a...you can see where the development is going to go, though, because it's...I was
15 standing on a little ridge there. Shown here highlighted, this area right in here is
16 the subject property, and it consists of all formerly PUD parcels. And here it's
17 identified as a conceptual site plan, and I wanted to point out that the final site plan
18 also is laid out in the same manner as you see here. And just briefly, I just wanted
19 to also point out that this section here that the developer was speaking to about the
20 commercial node on Lot 110 that was previously in the master plan identified as R-
21 1 underlying zone and this amendment will allow the commercial use in this
22 location. It's located between Sonoma Ranch Boulevard and Calle Abuelo and
23 north of Calle Jitas and the total property consists of 83.97 acres of land. On the
24 north side of the main road through the gated development are lots 1-100, in which
25 there will be an estimated 100 patio home lots and that...they occupy
26 approximately 29.44 acres with an overall density of 3.4 dwelling units per acre,
27 and they will be clustered around 10.24 acres of open space. And the setbacks, I
28 don't want to be repetitive, but the developer kind of explained the setback in this
29 area, so I don't know if you need a little more detail, but that information is here. If
30 you need me to elaborate, I will. And the southern half of the main road through
31 the gated community is identified as Lots 101-109 and those are larger parcels of

1 land and the developer, part of this proposal is to take the larger parcels of land
2 and administratively through staff redefine the lot lines, whereas they will develop
3 with average density of 8 dwelling units per acre or a maximum number of units of
4 232 units. That will come in at a future point. And the developer kind of gave you
5 an indication of what possible uses may go in there with the slide in which he
6 described the clustered or the single lots – they wanted to leave that open a little
7 bit. So the PUD request is for the development to be gated from the beginning,
8 approximately of Lot 109 to Calle Abuelo, with gates at both ends. The access
9 roads will be privately maintained unless otherwise mandated by the City. The
10 setbacks will be flexible for either site built or townhomes. Lots 101-109 can be
11 adjusted when requested with administrative approval of staff with a maximum
12 dwelling unit per acre of 8, or 232 lots that may be multi-family, single-family
13 townhomes, or single-family detached patio homes. Part of the PUD requirements
14 are that there be a community benefit and in this instance, the benefit would be
15 preservation of the topography, which is an integral part of this proposal, and the
16 privately maintained roads to the individual lots which will mean no maintenance
17 for the City. These are some property photos of the area; again, taken from a
18 ridge looking down over the land that is to be developed. Also, I wish at this time
19 to mention that DRC also recommended approval. There was a condition that
20 there be access for non-motorized traffic on the public trails. Staff
21 recommendation is approval based on the findings and support of the
22 Comprehensive Plan. And I also wanted to note that typically P & Z has final
23 authority with the site plan approvals, however, since concept plans must go to the
24 City Council for approval the whole case must go forward to the City Council if
25 approved by your Commission. And I stand for questions.

26 **CHAIR BUCHMAN:** Thank you. Open to the public – anybody in the public wish
27 to make a comment on way or the other on this case? Okay. Seeing no one,
28 Commissioners? Questions? Comments? Yes, Commissioner Binneweg.

29 **NANCY BINNEWEG:** In our packet it spoke a couple of times of 20.18+ acres of
30 open space, and it took me a bit to figure out because they talked about 10.24
31 acres that is the total that's behind all those townhomes, all that open space, so I'm

1 assuming the other 10 acres is like the arroyo or something. Because they...in our
2 packet it initially says 20.18 acres of open space, but they only designated 10.24
3 acres around the townhomes and so I'm assuming there's another 10 acres of a
4 bigger parcel, the flood plane or something?

5 **GINA GENTILE:** Actually, I believe that that may be a typo. The 10...I don't have
6 it in front of me now myself, but...

7 **NANCY BINNEWEG:** 24.

8 **GINA GENTILE:** 10.24 acres is the total amount of open space with this
9 development.

10 **NANCY BINNEWEG:** Well, then where are the 20.18? I was looking at that
11 thinking that was pretty nice.

12 **GINA GENTILE:** Yeah...I'm not really sure where that figure came from, but it's
13 10.24 acres.

14 **NANCY BINNEWEG:** Hm.

15 **CHAIR BUCHMAN:** All right. So we've determined the zoning is going to be 10
16 acres of open space. Is that correct, Mr. Kenney?

17 **MATT KENNEY:** Chairman, Commissioners, I just wanted to...it is 10 acres within
18 the project. I wanted to point out the project is part of the Las Alamedas Master
19 Plan, which sets aside well over 100 acres of Alameda Arroyo flood plain-type
20 open space and so this 10 acres that we're setting aside is in addition to that 100
21 acres or more that's already set aside for the flood plains.

22 **NANCY BINNEWEG:** Well, I was just confused. I saw 20, and they only are
23 counting the 10.

24 **CHAIR BUCHMAN:** Okay. Thank you.

25 **NANCY BINNEWEG:** Okay. Thanks.

26 **CHAIR BUCHMAN:** Any other questions or comments? Hearing none, I will
27 accept a motion on Case PUD-06-05.

28 **NANCY BINNEWEG:** Mr. Chair, I move we approve Case PUD-06-05.

29 **ELIZABETH CAMUÑEZ:** I second it.

30 **CHAIR BUCHMAN:** I'll call the roll. Commissioner Binneweg.

31 **NANCY BINNEWEG:** Aye, based on findings and discussion.

1 **CHAIR BUCHMAN:** Commissioner Bustos.

2 **DONALD BUSTOS:** Aye, findings and discussion.

3 **CHAIR BUCHMAN:** Commissioner Kennon.

4 **FRED KENNON:** Aye, findings and discussion.

5 **CHAIR BUCHMAN:** Commissioner Sanchez.

6 **HARRY SANCHEZ:** Aye, findings and discussion.

7 **CHAIR BUCHMAN:** Commissioner Camuñez.

8 **ELIZABETH CAMUÑEZ:** Aye, findings and discussion.

9 **CHAIR BUCHMAN:** And the Chair votes "aye," based on findings and discussion
10 also. This passes 6 to 0. Commissioners, we're through six cases and we've got
11 six more. You want to take a quick 5 minute break?

12 **NANCY BINNEWEG:** Yes.

13 **CHAIR BUCHMAN:** Okay. We're going to take a 5 minute break. We will return
14 at 8:23. Thank you.

15 **(BREAK)**

16 **CHAIR BUCHMAN:** Okay. May we have order please? Hello? Okay, the next
17 case on the agenda is three cases combined. We're going to hear these in one, at
18 one sitting, and then we'll take separate action on each of the (inaudible). First, we
19 have S-06-064, which is a request for annexation plat of approximately 210 acres
20 of land into the corporate City, corporate limits of the City of Las Cruces. This land
21 is known as Rincon Hills annexation. The second part is a request for a master
22 plan of this 210 acres, and that is Case S-06-063. And the third is Case Z2679,
23 and this is a request for initial zoning approval of the 210 acres. Is the applicant
24 ready to make their presentation?

25 **APPLICANT:** Yes, sir.

26 **CHAIR BUCHMAN:** Continue.

27 **APPLICANT:** Good evening. My name is Willie Roman, from Blackham, Roman,
28 Greiner and Associates. I'm the engineer working on this aspect of this project
29 and...on behalf of Ken Thurston, who has just been released from the hospital
30 today. I'm here representing him. And first, I'd like to thank the Commission for
31 hearing this case. Rincon Hills is being proposed by Rincon Valley, LLC, which is

765

Assessor's Parcel Search Results

[Return to Real Property Search](#)

[Return To Search Screen Code Abbreviations](#)

Account Information

ACCOUNT#:	270384
NAME1:	SIERRA NORTE LAND HOLDINGS LLC
NAME2 :	
ADDRESS:	605 S SOLANO
CITY:	LAS CRUCES
STATE:	NM
ZIP:	88001-3242
FAMILY EXEMPTION:	
VETERAN EXEMPTION:	

Parcel Information

The Assessor's Office can provide information about deeds posted to Assessor's parcel accounts. This information is provided as a courtesy to the public and is not intended to constitute legal advice. Individuals are encourage to contact an attorney, professional land surveyor or title company for information about legal descriptions. Copies of deeds can be obtained from the Doña Ana County Clerk's Office.

PARCEL	PROPERTY ADDRESS			
02-36419				
MAPCODE	FOLDER	SEC	TWP	RGE
02I4009127268361	6270	4	22S	2E
SUBDIVISION		BLOCK	LOT	
4620 - SIERRA NORTE REPLAT #1			LOT 1	

Land Information

LAND SIZE	VALUE METHOD	NUMBER LOTS	UNIT PRICE	LAND TYPE
201.00	PA	0	15000	V

766

Improvement

DISCLAIMER

Square footage info. without building detail or value denotes new building not yet added to assessment record.

TYPE USE	TOT BLDG AREA	EXTERIOR WALL	QUALITY	YEAR BUILT
BEDROOMS	FULL BATHS	HALF BATHS		
ATT GARAGE FIN	ATT GARAGE UNFIN			
OPEN PORCH	ENCLOSED PORCH	DECK PORCH		

Commercial Improvements

GROUND FLOOR AREA	EXTERIOR WALL	YEAR BUILT
--------------------------	----------------------	-------------------

Detached Structures

STRUCTURE	MEASURE1	MEASURE2
------------------	-----------------	-----------------

Valuation Information

LAND VALUE	RES BLDG VALUE	NON-RES BLDG VALUE	FULL VALUE
3015000	0	0	3015000

Recording Information

RECORDING INFORMATION
0921897
I0920573 - (public view)
I0629225 - (public view)
I0623375 - (public view)
I057700 - (public view)
I0435753 - (public view)
I977923 - (public view)
I974180 - (public view)

767

I974179 - (public view)
I974178 - (public view)
I974176 - (public view)
I9225610 - (public view)
I887309 - (public view)
I8402806 - (public view)
BK 247 PG 883
BK 243 PG 620

Taxes

BILLS PAID	Amount	BILLS UNPAID	Amount
200427224	5.00	200833550	32537.88
200529418	5.00	200954660	32436.38
200630809	5.00		N/A
200732618	5.00		N/A

**** TAX REFLECTS ORIGINAL BILL AMOUNT ONLY ...NO PAYMENTS, PENALTY OR INTEREST FOR FURTHER DETAILS CONTACT THE TREASURER**

Print this page.

768

Assessor's Parcel Search Results

[Return to Real Property Search](#)

[Return To Search Screen Code Abbreviations](#)

Account Information

ACCOUNT#:	270281
NAME1:	SIERRA NORTE LAND HOLDINGS LLC
NAME2 :	
ADDRESS:	605 S SOLANDO DR
CITY:	LAS CRUCES
STATE:	NM
ZIP:	88001-3242
FAMILY EXEMPTION:	
VETERAN EXEMPTION:	

Parcel Information

The Assessor's Office can provide information about deeds posted to Assessor's parcel accounts. This information is provided as a courtesy to the public and is not intended to constitute legal advice. Individuals are encourage to contact an attorney, professional land surveyor or title company for information about legal descriptions. Copies of deeds can be obtained from the Doña Ana County Clerk's Office.

PARCEL	PROPERTY ADDRESS			
02-36421				
MAPCODE	FOLDER	SEC	TWP	RGE
02I4009127434142	6270	4	22S	2E
SUBDIVISION			BLOCK	LOT
4620 - SIERRA NORTE REPLAT #1				LOT 3

Land Information

LAND SIZE	VALUE METHOD	NUMBER LOTS	UNIT PRICE	LAND TYPE
187.33	PA	0	15000	V

769

Improvement

DISCLAIMER

Square footage info. without building detail or value denotes new building not yet added to assessment record.

TYPE USE	TOT BLDG AREA	EXTERIOR WALL	QUALITY	YEAR BUILT
BEDROOMS	FULL BATHS	HALF BATHS		
ATT GARAGE FIN	ATT GARAGE UNFIN			
OPEN PORCH	ENCLOSED PORCH	DECK PORCH		

Commercial Improvements

GROUND FLOOR AREA	EXTERIOR WALL	YEAR BUILT
--------------------------	----------------------	-------------------

Detached Structures

STRUCTURE	MEASURE1	MEASURE2
------------------	-----------------	-----------------

Valuation Information

LAND VALUE	RES BLDG VALUE	NON-RES BLDG VALUE	FULL VALUE
2810000	0	0	2810000

Recording Information

RECORDING INFORMATION
0921445
<u>I0729110</u> - (public view)
<u>I0629225</u> - (public view)
<u>I0623375</u> - (public view)
<u>I057700</u> - (public view)
<u>I0435751</u> - (public view)
<u>I0315253</u> - (public view)
<u>I974179</u> - (public view)

770

I974177 - (public view)
I887309 - (public view)
I8402806 - (public view)
BK 247 PG 883
BK 243 PG 620

Taxes

BILLS PAID	Amount	BILLS UNPAID	Amount
199944821	5.00	200833551	30325.53
200064336	5.00	200954662	30230.93
200165623	5.00		N/A
200233372	5.00		N/A
200331525	5.00		N/A
200432611	5.00		N/A
200529412	5.00		N/A
200630804	5.00		N/A
200732620	5.00		N/A

**** TAX REFLECTS ORIGINAL BILL AMOUNT ONLY ...NO PAYMENTS, PENALTY OR INTEREST FOR FURTHER DETAILS CONTACT THE TREASURER**

Print this page.

771

Assessor's Parcel Search Results

[Return to Real Property Search](#)

[Return To Search Screen Code Abbreviations](#)

Account Information

ACCOUNT#:	270385
NAME1:	SIERRA NORTE LAND HOLDINGS LLC
NAME2 :	
ADDRESS:	605 S SOLANO
CITY:	LAS CRUCES
STATE:	NM
ZIP:	88001-3242
FAMILY EXEMPTION:	
VETERAN EXEMPTION:	

Parcel Information

The Assessor's Office can provide information about deeds posted to Assessor's parcel accounts. This information is provided as a courtesy to the public and is not intended to constitute legal advice. Individuals are encourage to contact an attorney, professional land surveyor or title company for information about legal descriptions. Copies of deeds can be obtained from the Doña Ana County Clerk's Office.

PARCEL	PROPERTY ADDRESS			
02-37650				
MAPCODE	FOLDER	SEC	TWP	RGE
02I4009127182285	6270	4	22S	2E
SUBDIVISION			BLOCK	LOT
4620 - SIERRA NORTE REPLAT #1				LOT 4

Land Information

LAND SIZE	VALUE METHOD	NUMBER LOTS	UNIT PRICE	LAND TYPE
101.82	PA	0	15000	V

772

Improvement

DISCLAIMER

Square footage info. without building detail or value denotes new building not yet added to assessment record.

TYPE USE	TOT BLDG AREA	EXTERIOR WALL	QUALITY	YEAR BUILT
BEDROOMS	FULL BATHS		HALF BATHS	
ATT GARAGE FIN		ATT GARAGE UNFIN		
OPEN PORCH	ENCLOSED PORCH		DECK PORCH	

Commercial Improvements

GROUND FLOOR AREA	EXTERIOR WALL	YEAR BUILT
--------------------------	----------------------	-------------------

Detached Structures

STRUCTURE	MEASURE1	MEASURE2
------------------	-----------------	-----------------

Valuation Information

LAND VALUE	RES BLDG VALUE	NON-RES BLDG VALUE	FULL VALUE
1527300	0	0	1527300

Recording Information

RECORDING INFORMATION
0921897
I0920574 - (public view)
I0802080 - (public view)
I0629225 - (public view)
I0623375 - (public view)
I057700 - (public view)
I0435754 - (public view)
I974178 - (public view)

773

I887309 - (public view)
I8402806 - (public view)
BK 247 PG 883
BK 243 PG 620

Taxes

BILLS PAID	Amount	BILLS UNPAID	Amount
199939903	5.00	200825228	16482.62
200059299	5.00	200954669	16431.20
200160544	5.00		N/A
200228204	5.00		N/A
200326305	5.00		N/A
200427199	5.00		N/A
200529413	5.00		N/A
200630805	5.00		N/A
200732623	5.00		N/A

**** TAX REFLECTS ORIGINAL BILL AMOUNT ONLY ...NO PAYMENTS, PENALTY OR INTEREST FOR FURTHER DETAILS CONTACT THE TREASURER**

Print this page.

774

Assessor's Parcel Search Results

[Return to Real Property Search](#)

[Return To Search Screen Code Abbreviations](#)

Account Information

ACCOUNT#:	270386
NAME1:	SIERRA NORTE LAND HOLDINGS LLC
NAME2 :	
ADDRESS:	605 S SOLANO
CITY:	LAS CRUCES
STATE:	NM
ZIP:	88001-3242
FAMILY EXEMPTION:	
VETERAN EXEMPTION:	

Parcel Information

The Assessor's Office can provide information about deeds posted to Assessor's parcel accounts. This information is provided as a courtesy to the public and is not intended to constitute legal advice. Individuals are encourage to contact an attorney, professional land surveyor or title company for information about legal descriptions. Copies of deeds can be obtained from the Doña Ana County Clerk's Office.

PARCEL	PROPERTY ADDRESS			
02-36420				
MAPCODE	FOLDER	SEC	TWP	RGE
02I4009127007325	6270	4	22S	2E
SUBDIVISION		BLOCK	LOT	
4620 - SIERRA NORTE REPLAT #1			LOT 5	

Land Information

LAND SIZE	VALUE METHOD	NUMBER LOTS	UNIT PRICE	LAND TYPE
41.51	PA	0	18000	V

775

Improvement

DISCLAIMER

Square footage info. without building detail or value denotes new building not yet added to assessment record.

TYPE USE	TOT BLDG AREA	EXTERIOR WALL	QUALITY	YEAR BUILT
BEDROOMS	FULL BATHS	HALF BATHS		
ATT GARAGE FIN	ATT GARAGE UNFIN			
OPEN PORCH	ENCLOSED PORCH	DECK PORCH		

Commercial Improvements

GROUND FLOOR AREA	EXTERIOR WALL	YEAR BUILT
-------------------	---------------	------------

Detached Structures

STRUCTURE	MEASURE1	MEASURE2
-----------	----------	----------

Valuation Information

LAND VALUE	RES BLDG VALUE	NON-RES BLDG VALUE	FULL VALUE
747200	0	0	747200

Recording Information

RECORDING INFORMATION
0921897
I0920574 - (public view)
I0802080 - (public view)
I0629225 - (public view)
I0623375 - (public view)
I057700 - (public view)
I0435758 - (public view)
I0435753 - (public view)

776

I0435752 - (public view)
I0315486 - (public view)
I0315085 - (public view)
I977923 - (public view)
I974176 - (public view)
I887309 - (public view)
I8402806 - (public view)
BK 247 PG 883
BK 243 PG 620

Taxes

BILLS PAID	Amount	BILLS UNPAID	Amount
200432612	1427.52	200825226	8063.79
200529417	5.00	200954661	8038.64
200630808	5.00		N/A
200732619	5.00		N/A

** TAX REFLECTS ORIGINAL BILL AMOUNT ONLY ...NO PAYMENTS, PENALTY OR INTEREST FOR FURTHER DETAILS CONTACT THE TREASURER
Print this page.

777

Assessor's Parcel Search Results

[Return to Real Property Search](#)

[Return To Search Screen Code Abbreviations](#)

Account Information

ACCOUNT#:	270387
NAME1:	SIERRA NORTE LAND HOLDINGS LLC
NAME2 :	
ADDRESS:	605 S SOLANO
CITY:	LAS CRUCES
STATE:	NM
ZIP:	88001-3242
FAMILY EXEMPTION:	
VETERAN EXEMPTION:	

Parcel Information

The Assessor's Office can provide information about deeds posted to Assessor's parcel accounts. This information is provided as a courtesy to the public and is not intended to constitute legal advice. Individuals are encourage to contact an attorney, professional land surveyor or title company for information about legal descriptions. Copies of deeds can be obtained from the Doña Ana County Clerk's Office.

PARCEL	PROPERTY ADDRESS			
02-36422				
MAPCODE	FOLDER	SEC	TWP	RGE
02I4009127098466	6270	4	22S	2E
SUBDIVISION			BLOCK	LOT
4620 - SIERRA NORTE REPLAT #1				LOT 6

Land Information

LAND SIZE	VALUE METHOD	NUMBER LOTS	UNIT PRICE	LAND TYPE
91.77	PA	0	18000	V

778

Improvement

DISCLAIMER

Square footage info. without building detail or value denotes new building not yet added to assessment record.

TYPE USE	TOT BLDG AREA	EXTERIOR WALL	QUALITY	YEAR BUILT
BEDROOMS		FULL BATHS		HALF BATHS
ATT GARAGE FIN		ATT GARAGE UNFIN		
OPEN PORCH		ENCLOSED PORCH		DECK PORCH

Commercial Improvements

GROUND FLOOR AREA	EXTERIOR WALL	YEAR BUILT
--------------------------	----------------------	-------------------

Detached Structures

STRUCTURE	MEASURE1	MEASURE2
------------------	-----------------	-----------------

Valuation Information

LAND VALUE	RES BLDG VALUE	NON-RES BLDG VALUE	FULL VALUE
1651900	0	0	1651900

Recording Information

RECORDING INFORMATION
0921897
I0920574 - (public view)
I0802093 - (public view)
I0629225 - (public view)
I0623375 - (public view)
I057700 - (public view)
I0435756 - (public view)
I974177 - (public view)

779

I9225610 - (public view)
I887309 - (public view)
I8402806 - (public view)
BK 247 PG 883
BK 243 PG 620

Taxes

BILLS PAID	Amount	BILLS UNPAID	Amount
199939907	5.00	200825227	17827.29
200059303	5.00	200954663	17771.68
200160548	5.00		N/A
200228208	5.00		N/A
200326310	5.00		N/A
200427204	5.00		N/A
200529415	5.00		N/A
200630807	5.00		N/A
200732621	5.00		N/A

** TAX REFLECTS ORIGINAL BILL AMOUNT ONLY ...NO PAYMENTS, PENALTY OR INTEREST FOR FURTHER DETAILS CONTACT THE TREASURER

Print this page.

