City of Las Cruces®

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Council Action and Executive Summary

Item # 12 **Ordinance/Resolution#** 2570 **Council District:** 5

For Meeting of March 15, 2010
(Adoption Date)

TITLE: AN ORDINANCE APPROVING A FINAL SITE PLAN FOR A PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS METRO VERDE. THE SUBJECT PROPERTY ENCOMPASSES 705.2 +/- ACRES OF LAND 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. (PUD-09-09).

PURPOSE(S) OF ACTION: The applicant is requesting approval of a final site plan for a Planned Unit Development (PUD) known as Metro Verde that encompasses 705.2 +/- acres and will entail a mixed-use development with a golf course.

Name of Drafter: Adam Ochoa AO		**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. This proposed final site plan for the PUD Metro Verde incorporates both the area of the original Metro Verde and The Fountains.

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

(Continued on Page 2)

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 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.

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.

On January 26, 2010 the Planning and Zoning Commission recommended approval for the final site plan by a vote of 4-0-0 (two Commissioners absent and one Commissioner vacancy). During the meeting public comment was received on the issue on the ownership of the original Metro Verde PUD area and the ability of the development proposal to go forward due to a pending foreclosure. 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."

(Continued on Page 3)

SUPPORT INFORMATION:

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

1. Ordinance
2. Exhibit "A" – Metro Verde Final Site Plan
3. Exhibit "B" – Findings and Comprehensive Plan Analysis
4. Attachment "A" – Staff Report to the Planning and Zoning Commission for Case 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 proposed Metro Verde PUD final site plan will be put in place in the northern portion of 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. Vote **NO** to deny the Ordinance. This action reverses the recommendation by the Planning and Zoning Commission. The current zoning designations and planning parcels of the Sierra Norte master plan will remain including the original Metro Verde and The Fountains subdivision.

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. 10-041
ORDINANCE NO. 2570

AN ORDINANCE APPROVING A FINAL SITE PLAN FOR A PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS METRO VERDE. THE SUBJECT PROPERTY ENCOMPASSES 705.2 +/- ACRES OF LAND 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. (PUD-09-09).

The City Council is informed that:

WHEREAS, DVI on behalf of Sierra Norte Land Holdings, LLC, the property owner, has submitted a request for approval of a final site plan for 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 final site plan will guide the development of Metro Verde into 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 final site plan for the land more particularly described in Exhibit "A," attached hereto and made part of this Ordinance, is hereby approved.

(III)

THAT the final site plan for a PUD known as Metro Verde is based on the findings contained in Exhibit "B" (Finding and Comprehensive Plan Analysis), attached hereto and made part of this Ordinance.

(IV)

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.

(SEAL)

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by:_____

Seconded by:_____

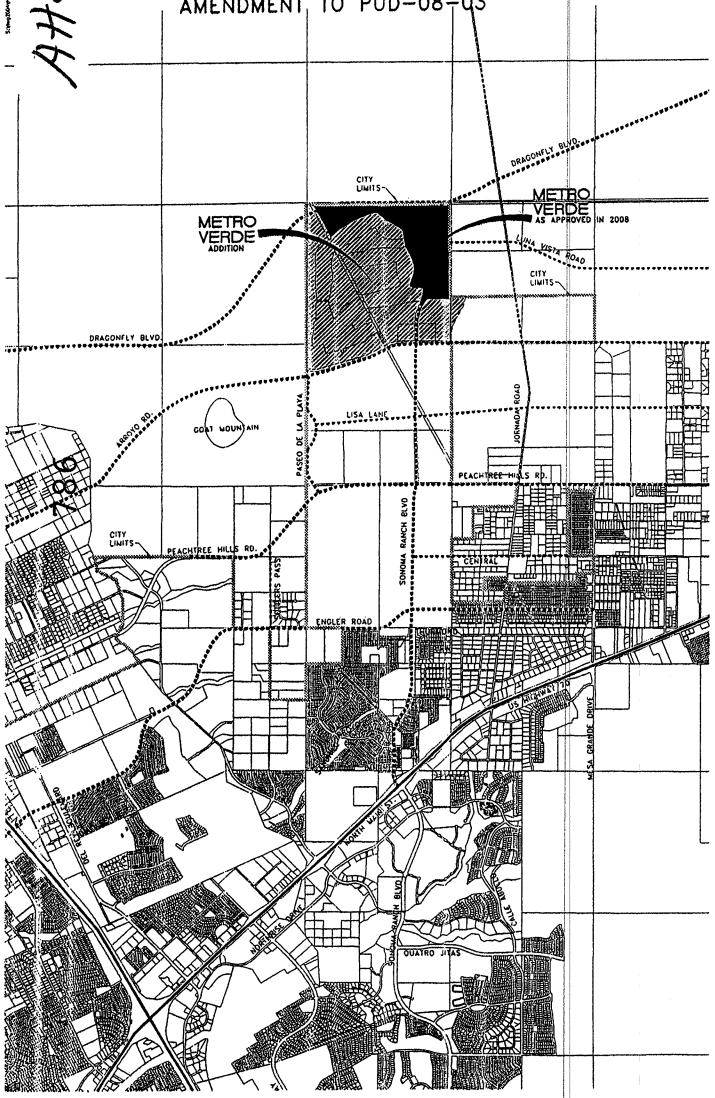
APPROVED AS TO FORM:

_____
City Attorney 2/16/10

Attachment "A"

METRO VERDE

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



VICINITY MAP
NOT TO SCALE

NORTH

FINAL SITE PLAN NOTES:

ROW
ALL 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/BUSINESS & HOMEOWNER'S ASSOCIATION (BHOA) IN ACCORDANCE WITH THE TABLE ON THIS SHEET.

NO FINAL PLAT OF LAND IN METRO VERDE SHALL BE RECORDED UNTIL PAVED ROAD ACCESS AND WATER, SEWER, AND GAS UTILITIES HAVE BEEN EXTENDED TO METRO VERDE. IN ADDITION THIS SUBDIVISION SHALL FOLLOW THE CITY OF LAS CRUCES SUBSTANTIAL COMPLETION POLICY. THIS CONDITION SHALL NOT PRECLUDE EITHER (1) CITY REVIEW OF ONE OR MORE PROPOSED FINAL PLATS OF, OR CONSTRUCTION DRAWINGS FOR, LAND IN METRO VERDE OR (2) REPLATTING OF LAND IN METRO VERDE FOR PLANNING OR FINANCING PURPOSES.

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

TRACT NOTES AND SPECIFICATIONS
THE DEVELOPER RETAINS THE RIGHT TO RELOCATE AND REPLAT TRACTS G AND J (THE NORTH AND SOUTH SEGMENTS OF PROMENADE PARK) WITH ADMINISTRATIVE APPROVAL PRIOR TO SUBMITTING BUILDING PERMITS FOR THE MULTI-FAMILY AND/OR CONDO PROJECTS ADJACENT TO THESE TRACTS, ON THE CONDITIONS THAT:

(1) THE OVERALL AREA OF THE REPLATTED TRACTS IS NOT REDUCED BY MORE THAN 10% FROM THE ORIGINAL TRACTS, AND
(2) THE PEDESTRIAN CONNECTIVITY THAT IS SHOWN BETWEEN THE ORIGINAL TRACTS IS MAINTAINED BETWEEN THE REPLATTED 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 REPLAT 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 PEDESTRIAN CONNECTIVITY BRIDGES BETWEEN THE ADJACENT COMMERCIAL BUILDINGS (LOTS 121/122 AND LOTS 125/126 RESPECTIVELY).

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

PARK FEES
CITY PARK FEES WILL BE WAIVED FOR THIS PROJECT. THE DEVELOPER WILL COLLECT THE PARK FEES AND PLACE THEM IN A FUND FOR THE BUSINESS & HOME OWNER'S ASSOCIATION (BHOA) TO BE USED EXCLUSIVELY FOR MAINTENANCE OF THE INDIVIDUAL TRACTS WITHIN METRO VERDE.

DRAINAGE STANDARDS

INCREASES IN RUNOFF SHALL BE RETAINED/DETAINED OR INFILTRATED WITH THE USE OF PERVIOUS CONCRETE (VILLAGE CENTER & MULTI-FAMILY AREAS), REGIONAL PONDS, AND ON-LOT PONDS. IN ADDITION RAINWATER HARVESTING WILL REDUCE PEAK FLOWS. ALL LOTS ADJACENT TO THE GOLF COURSE WILL BE ALLOWED TO DRAIN ONTO THE GOLF COURSE. SEE SHEET G1 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 MAPE 35013C0525 DATED SEPTEMBER 27, 1991. THE PUD IS LOCATED IN ZONE X. ZONE X ARE AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

OWNERSHIP AND MAINTENANCE

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

OWNERSHIP AND MAINTENANCE (CONT.)

TRACT	PURPOSE/USE	OWNED BY	MAINTENANCE
N	PARK AND TRAILS	CITY	DEVELOPER/BHOA
O	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
P	PARK AND TRAILS	CITY	DEVELOPER/BHOA
Q	PONDING/LANDSCAPING	CITY	CITY
R	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
S	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
T	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
U	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
V	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
W	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
X	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
Y	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
Z	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
AA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
BB	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
CC	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
DD	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
EE	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
FF	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	CITY
GG	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
HH	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
II	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
JJ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
KK	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
LL	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
MM	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
NN	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
OO	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
PP	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
QQ	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
RR	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
SS	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
TT	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
UU	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
VV	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
WW	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
XX	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
YY	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
ZZ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
AAA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA

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, & ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE FINAL SITE PLAN HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIREDBY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

ZONING ADMINISTRATOR DATE

STATEMENT OF OWNERSHIP

I HEREBY ACKNOWLEDGE AND CERTIFY THAT I AM THE PROPERTY OWNER OF THE PROPERTY REPRESENTED BY THIS PLAT.

SIERRA NORTE LAND HOLDINGS, LLC.
605 S. SOLANO DR.
LAS CRUCES, NM 88001

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

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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fax 575.523.9405
email info@dvi-lascruces.com
website www.dvi-lascruces.com

SHEET
FC
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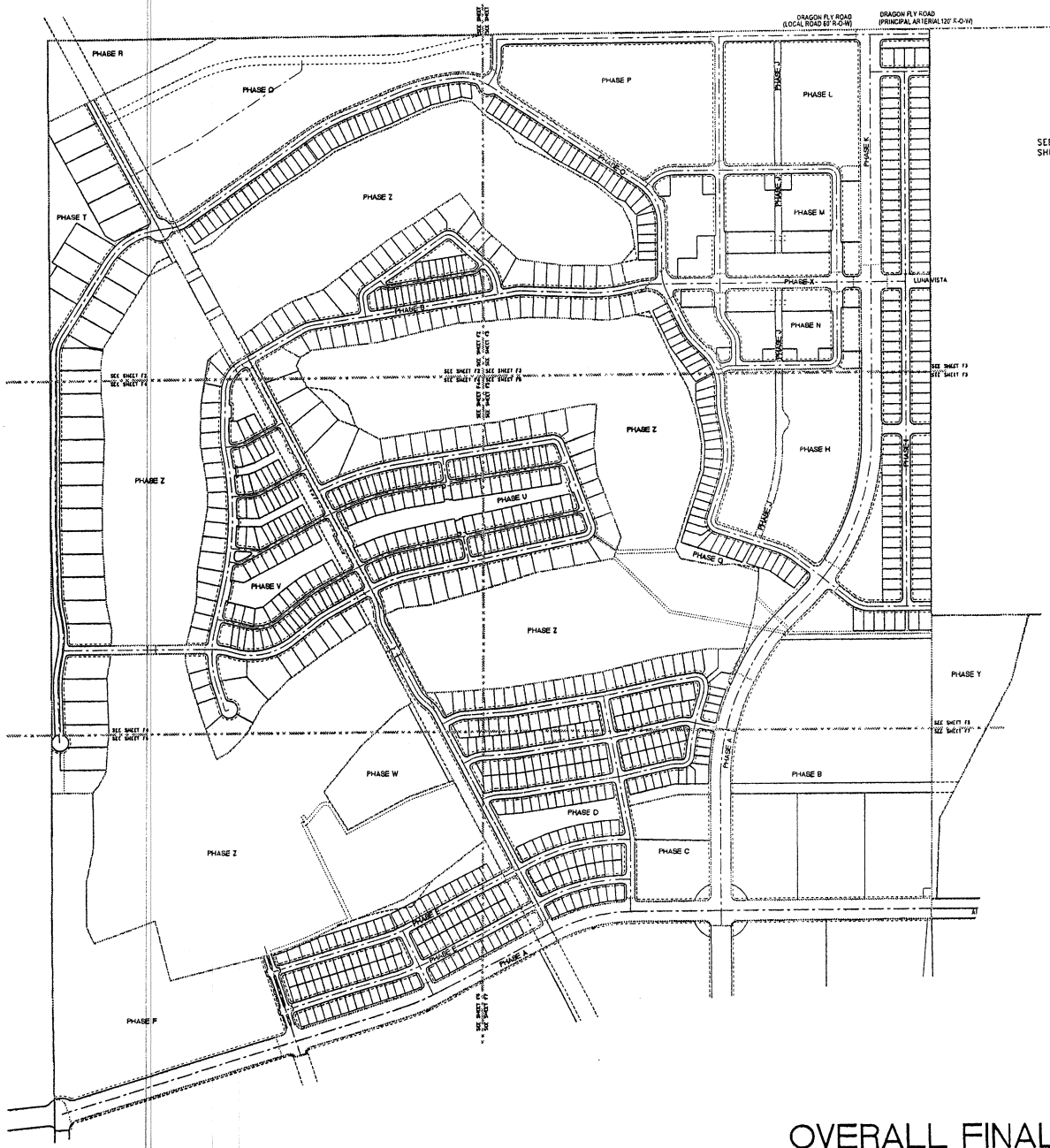

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

OVERALL FINAL SITE PLAN

SCALE: 1" = 300'

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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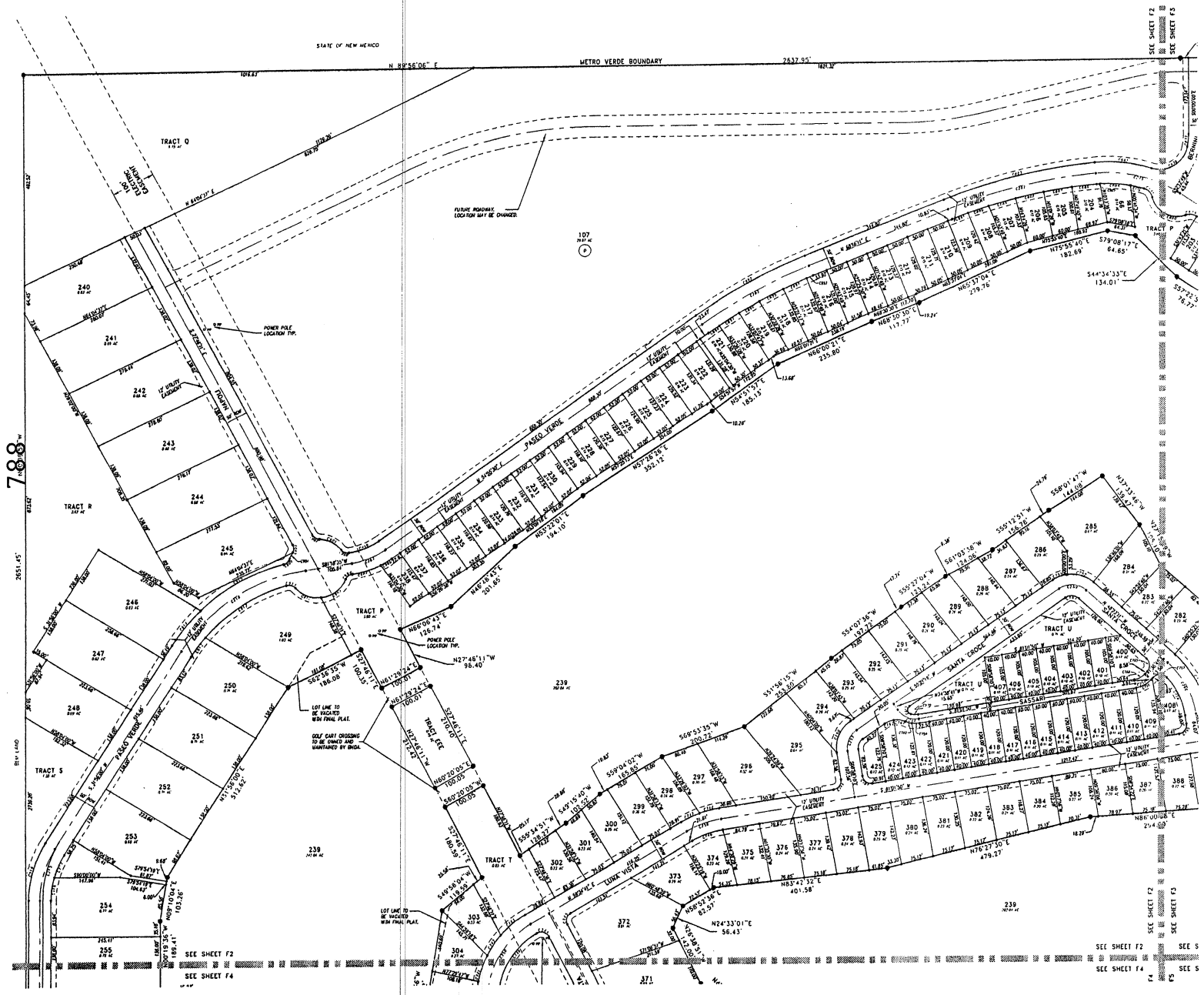
SHEET F1

D132F51



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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12/30/09	SUBMITTAL 3

NORTH

AREA 1 FINAL SITE PLAN

SCALE 1" = 100'-0"

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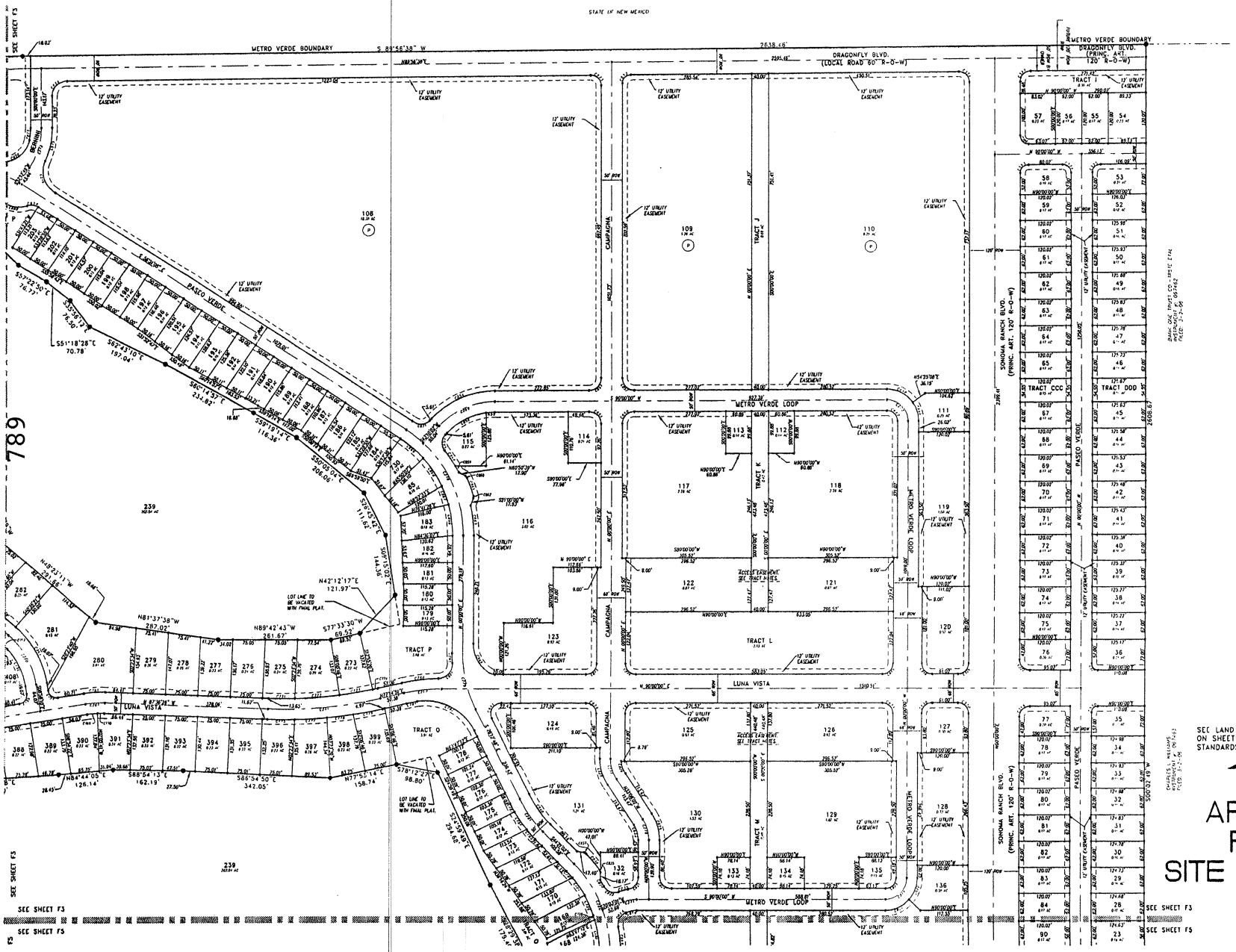
SHEET F2

D137F57



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 2 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

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BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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12/4/09	SUBMITTAL #2
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SHEET

F3

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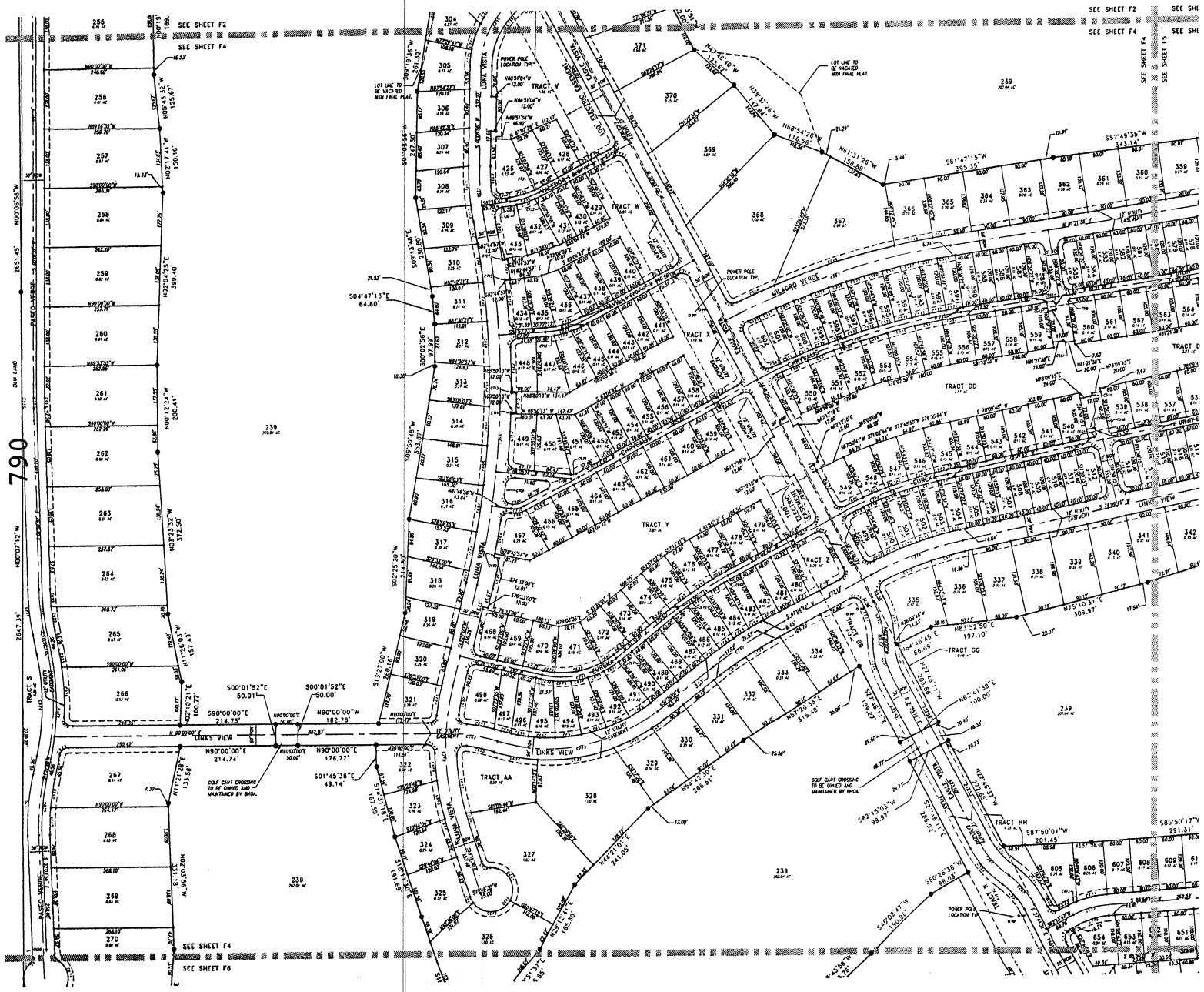

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 3 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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SHEET

F4

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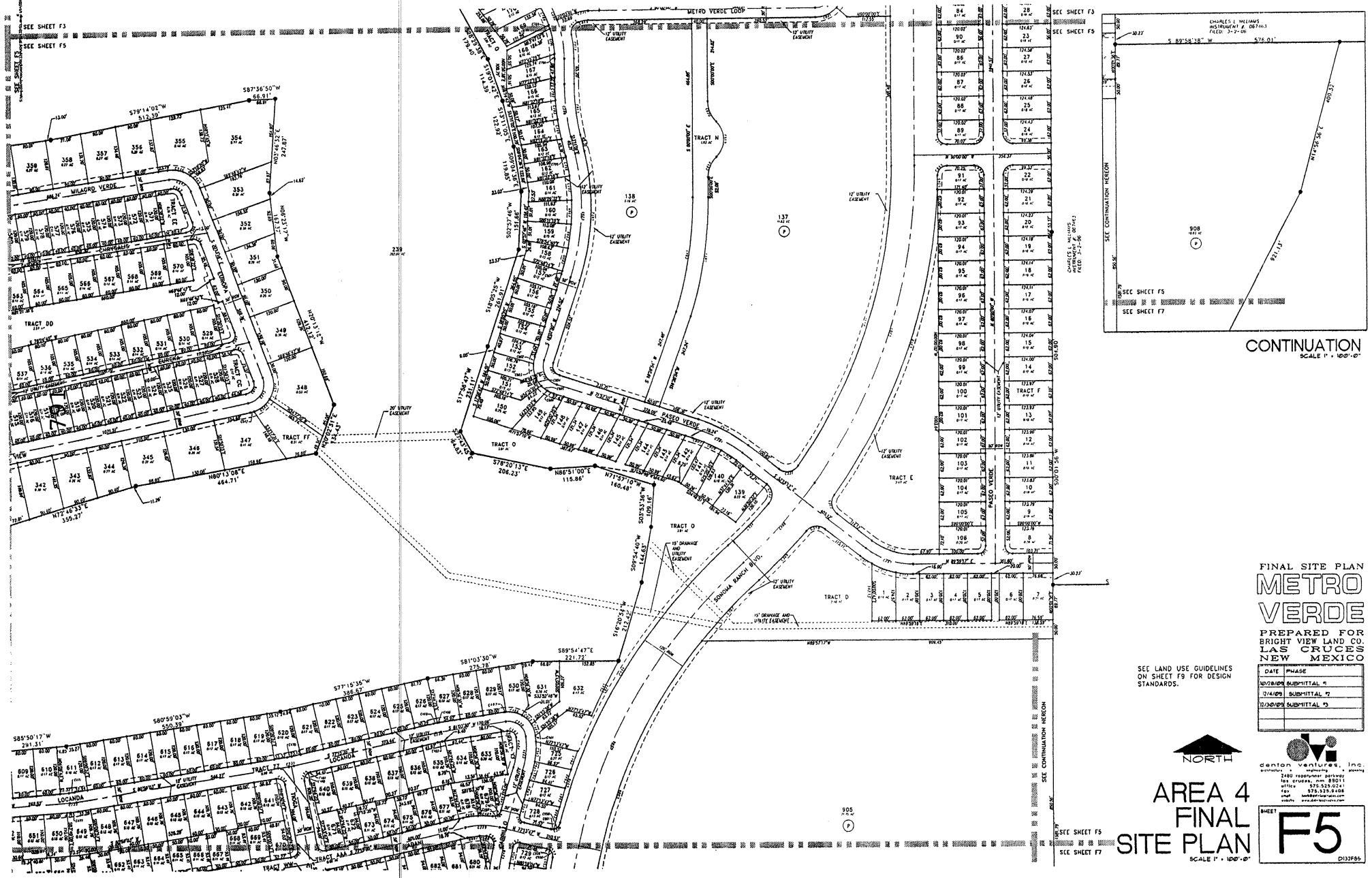

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
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12/30/09	SUBMITTAL #3

NORTH

AREA 4 FINAL SITE PLAN

SCALE 1" = 100'-0"

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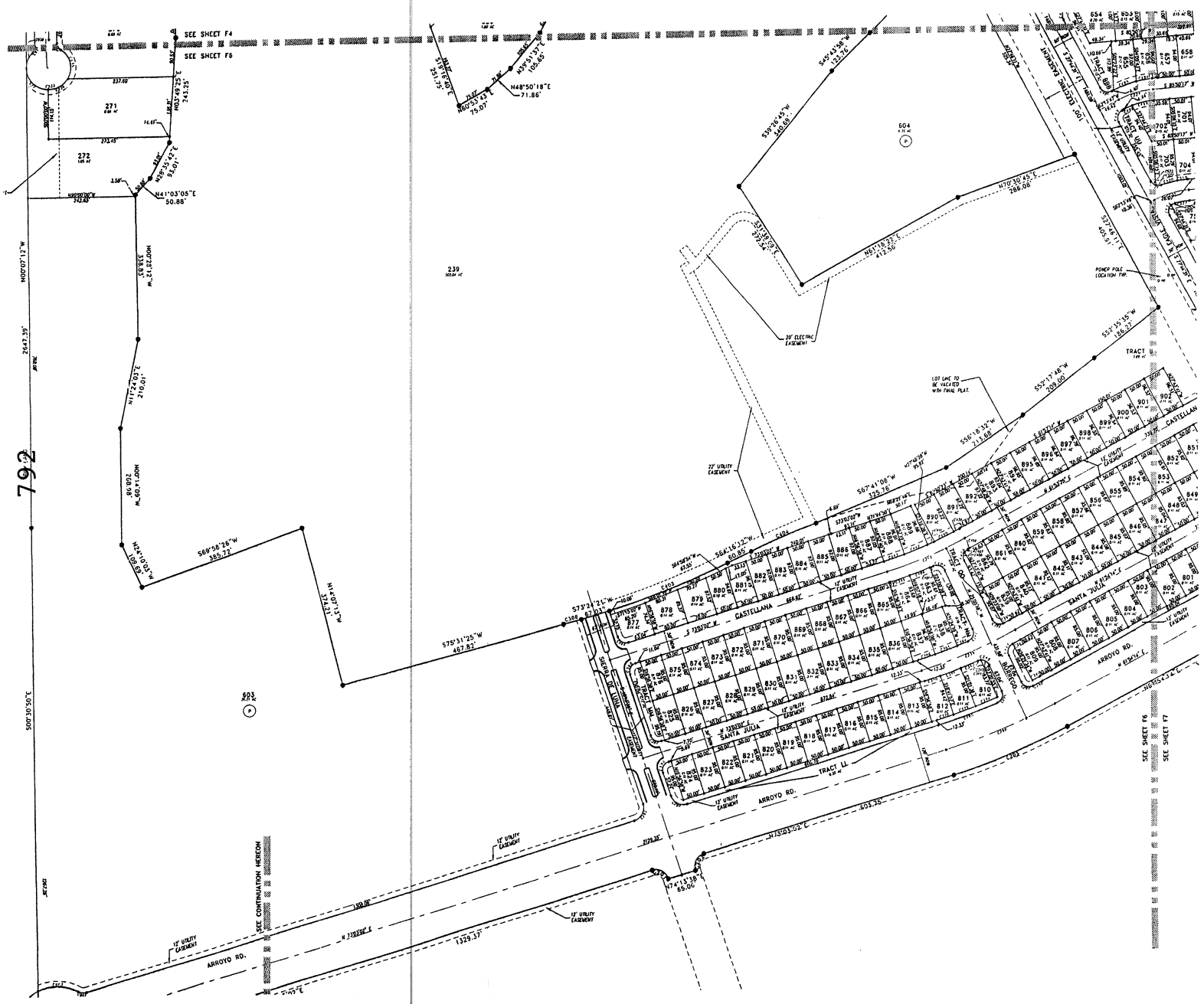

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 5 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/05	SUBMITTAL #1
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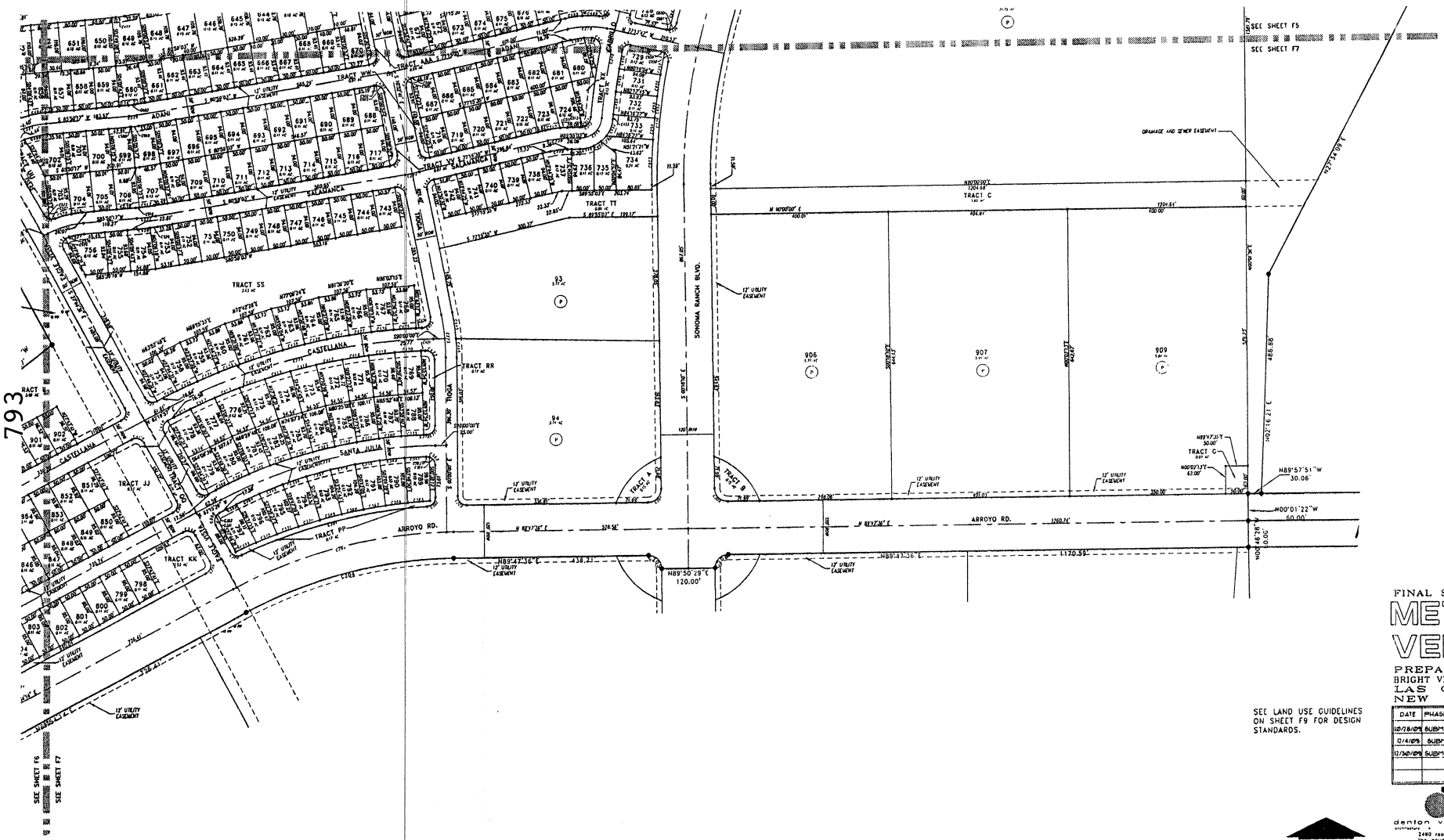

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 6
FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
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SHEET F7

D132F8.1

CURVE	LENGTH	RADIUS	CHORD	CH LENGTH	TANGENT	DELTA
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
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2480 roadrunner parkway
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NORTH

CURVE TABLE
FINAL SITE PLAN
SCALE 1" = 100'-0"

SHEET
F8
D137F68

LAND USE GUIDELINES

U3 SUB-URBAN

Description
Single-family housing
Yards with landscaping surrounding the housing
Live-work office uses may be permitted that follow the City's Home Occupation Regulations.
Accessory dwelling units shall be allowed that do not exceed 600 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
Developed parks shall be located and constructed so that each home is within 1/3 mile of a park.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan, Sheet R1.

Setbacks

Front setbacks	12' (min. 20' for garage access)
Side setbacks	0, 5', or more
Rear setbacks	15'

Side and rear setbacks may be reduced to 0' for garage and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
Each unit shall have at a minimum 2 off-street parking spaces (garages are acceptable).
Live-work units shall provide an additional parking space.
Accessory living units will provide one off-street parking space.

Height
Maximum building height is 30' for any part of the structure.

Building Frontage
No part of an accessory building shall abut the front yard setback.
Porches and/or decks may encroach 3' into the front setback and 7' into the rear setback.

Functions/Uses
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.

Required Ponding
See Sheet G1.

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U4 GENERAL URBAN

Description
Primarily residential with townhouses, patio homes, condominiums, apartments, and retirement and/or assisted-living centers.
Accessory dwelling units shall be allowed that do not exceed 600 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots.
See street cross-sections plan, Sheet R1.

Setbacks

Front setbacks	12'
Garages	20'
Side setbacks	0, 5', or more
Rear setbacks	10'

Side and rear setbacks may be reduced to 0' for garages and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.
All U4 areas adjacent to U5c areas will be governed by the following:
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U5c uses. Pervious pavements for parking lots will be required within the Village Center and adjacent U5c uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information.
Accessory living units will provide one off-street parking space.

Height
45' maximum for 3-story buildings.
65' maximum for 4-story buildings.
50% of the buildings in a U4 area will be allowed to be 4 stories tall.

Functions/Uses
See Land Use Table for uses.
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.

Ponding Requirements
See Sheet G1

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U5a RECREATION CENTER

Description
Mixed-use center including residential, office, lodging, retail, recreational, and civic uses.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan Sheet R1.

Setbacks

Front setbacks	12'
Garages	20'
Side setbacks	0, 5', or more
Rear setbacks	10'

Rear Setback may be reduced to 0' when abutting an alley way or open space tract.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Buildings height of 85' is allowed. Belfries, towers, chimneys, flues and elevator heads may extend 15' above the primary structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5b URBAN CENTER

Description
Open retail, lodging, office, and multi-family uses.
Located on high-volume traffic arterial or collector streets.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.

Setbacks (from dedicated right-of-way)

Front setback	12'
Side setbacks	10'
Rear setbacks	20'

All development shall meet the City of Las Cruces standards for buffering from adjacent properties.
A 10' separation between buildings or groups of attached buildings shall be maintained.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
All off-street parking shall be common and shared parking and shall inter-connect with all adjacent parking areas.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Maximum building heights is 60' for any part of the structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5c VILLAGE CENTER

Description
The Village Center will include mixed-use structures with a central common area; the design is pedestrian friendly and encourages walking and socializing. The Village Center will also provide opportunities for a live/work environment.

Streets
Where shown in the Concept Plan, the Village Center incorporates 45-degree on-street parking, street trees, ample pedestrian crossings, buildings that define a street wall, wide sidewalks, and substantial pedestrian activity.
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.

Setbacks
Minimum 10' setback from right-of-way line.
Minimum 10' separation between buildings or groups of attached buildings.

Parking
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U4 uses. See Sheet C6 and C7 for additional parking information. Pervious pavements for parking lots will be required within the Village Center and adjacent multi-family U4 uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information. Parking structures will be allowed to increase buildable areas of the mixed-use center in the future.
Bicycle racks will be provided at a rate of 1 stall for every 2000 sq. ft. GFA. A minimum of 10 stalls shall be provided per building.

Height
Building heights of 100' are allowed.

Building Frontage
Architecture will be designed with an emphasis on pedestrian friendliness. Retail entries may use bright colors and canopies. Canopies may extend over sidewalks as shown on the typical sections. Multiple southwest-based building styles and construction materials will be encouraged to create a southwest plaza atmosphere. Contemporary interpretations will be allowed with the approval of the Metro Verde Architectural Review Committee.

Functions/Uses
The plaza area will provide a place for people to gather and socialize with open-air activities such as a farmer's market, craft fairs, birthday parties, family picnics, pie-eating contests, parades, and concerts. The plaza will also facilitate pedestrian connectivity and include a stage for concerts, as well as shade structures, trees, benches, and sidewalks.
The mixed-use structures will have retail/commercial uses on the first floor. A mixture of retail, residential, office, and hotel uses will be allowed on the upper floors. It is possible that an entire structure could house a single use or a mixture of uses. There are also several out-parcels bordering the Village Center that will be ideal for restaurant, business, and/or office uses.
National restaurant chains and stores (i.e. McDonalds, Starbucks) may be incorporated into the Village Center; however, store-fronts and signage shall meet the architectural guidelines of Metro Verde. Drive-thrus will not be allowed in the Village Center.
See Land Use Table

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

SUa BUSINESS PARK

Description
Business Park, Research and Development, and Light Industrial are the primary anticipated uses. Other possible uses are included in the Land Use Table.
All buildings, groups of attached buildings, or complexes of buildings should be separated by landscaping.

Streets
All streets within SUa will follow the City Design Standards. Alternatively, this site may be developed with private easements or parking lots.

Setbacks (from dedicated right-of-way)

Front setback	12'
Side setbacks	10'
Rear setbacks	20'

When abutting adjacent uses a 10' opaque or 20' semi-opaque buffer shall be used.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code.

Height
Building heights of 4 stories are allowed, not to exceed 50'.

Functions/Uses
Square footage is limited by the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement.

Signage
See Sheet O.

SUb CIVIC

Description
This land use is reserved for civic uses and public utilities.

OS OPEN SPACE

Description
This use is open space used for drainage and/or parks.

GC GOLF COURSE

Description
This use is for the golf course only.

LAND USE TABLE

LAND USE	U3	U4	U5a	U5b	U5c	SUa	SUb	OS	GC
RESIDENTIAL									
Mixed Use		A	A	A	A	A			
Multi-Family/Assisted Living/Apartments/Retirement		A	A*	A	A*	A			
Live/Work Unit	A	A	A	A	A				
Single-Family Attached/Condominium/Townhome	A	A	A*		A*				
Single-Family Detached	A								
Accessory Living Unit/Rental Unit	A	A							
AG & EQUESTRIAN									
Greenhouse (Commercial)						A			
Animal Facility/Kennels						A			
INSTITUTIONAL									
Schools (Public & Private)			A	A	A	A			
Childcare Center		A	A	A	A	A			A
Hospital/Nursing Home/Hospice		A	A	A	A	A			
Religious Assembly and Uses		A	A	A	A	A			
Community Buildings/Public Use			A	A	A	A		A	
RECREATION									
Public Entertainment/Theatres			A	A	A	A			
Private Entertainment/Gyms		A	A	A	A	A			A
Parks/Playgrounds	A	A	A	A	A	A	A	A	A
Public Art/Fountain	A	A	A	A	A	A	A	A	A
SERVICE									
Retail Sales			A	A	A	A			A
Restaurant/Bar/Cafe (as a seperate facility)		A	A	A	A	A			
Restaurant/Bar/Cafe (as a part of another use)		A	A	A	A	A			A
Display Gallery			A	A	A	A			
Open-Market Building			A	A	A	A		A	
Kiosks/Push Cart		A	A	A	A	A		A	A
Movie Theater			A	A	A	A			
Liquor-Selling Establishment			A	A	A	A			A
Hotel (no room limit)			A	A	A	A			
Bed & Breakfast/Hostel/Inn	A	A	A		A				
Work/Live Unit			A	A	A	A			
Office Building/Office Park		A	A	A	A	A			
Shopping Center/Mall				A	A	A			
Healthcare Clinic			A	A	A	A			
UTILITY RELATED USES									
Communication Structures						A	A	A	
Cemetery									
Funeral Home						A			
Cremation Facility									
Public Utility Plants							A		
MANUFACTURING									
Heavy Industrial Facility							A		
Light Industrial Facility						A	A		
Research and Development/Laboratory				A	A	A			
TRANSPORTATION/WHOLESALE									
Gas Station				A		A			
Automobile & Truck Service/Body Shop				A		A			
Drive-Through Facility			A	A		A			
Public Transportation & Uses	A	A	A	A	A	A	A		
Warehouse/Mini-Storage Units						A			
Parking Structures		A	A	A	A	A			
Maintenance Yard/Building/Equipment Repair						A			A

A = Allowed use by right
*Residential land uses will be restricted to the second floor and above.

It is intended that this land use table be inclusive of all land uses found in the 2001 Zoning Code, and all of those uses should fall into one of the catagories listed above. Community Development staff shall resolve questions of interpretation.

NOTE: Location and height of wind turbines shall be determined by the Developer in accordance with a plan to be submitted with or subsequent to construction drawings for each phase of the PUD, subject to design standards for non-communication vertical structures.

USES NOT ALLOWED
The following uses are not allowed in any area in Metro Verde:
1. Adult Entertainment & Sales
2. Junk Yards
3. Keeping of Livestock

NOTE: Developer's covenants may impose additional restrictions.

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

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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SHEET
F9
D137F59

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/05	SUBMITTAL #1
12/4/05	SUBMITTAL #2
12/30/05	SUBMITTAL #3

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NORTH

EXISTING TOPOGRAPHY

SCALE 1"=300'

SHEET

FG

D137FBG

Exhibit "B"

FINDINGS AND COMPREHENSIVE PLAN ANALYSIS

1. 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.

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:

	Zoning	Land Use
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.

<u>Urban Design Goal 1 (Image)</u>
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.

Attachment "A"

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 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.

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:

	Zoning	Land Use
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

Attachment #1

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-lascruces.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 ½" 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

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- 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*

Attachment #2

DEVELOPMENT REVIEW COMMITTEE

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

DRC PRESENT: Cheryl Rodriguez, Community Development
Tom Murphy, MPO
Meei Montoya, Utilities
Mark Johnston, Facilities
Mark Dubbin for Travis Brown, Fire Dept.
Claudia Diaz for Loretta Reyes, Public Works
Natashia Billey for Loretta Reyes, Public Works

STAFF PRESENT: Jennifer Robertson, Community Development
Adam Ochoa, Community Development
Gary Hembree, Community Development
Catherine Duarte, Land Management
Bonnie Ennis, Recording Secretary

OTHERS PRESENT: Albert Davalos, Tierra Del Sol Housing Corp.
Chris McMillan, BRG Engineering
Matt Kenney, DVI
John Moscato, Brightview Land Co.

I. CALL TO ORDER (9:04 am)

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

II. APPROVAL OF MINUTES – December 16, 2009

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

Murphy: So moved. Tom Murphy.

Johnston: Second. Mark Johnston.

Rodriguez: Any discussion?

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

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

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

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

Murphy: Move to approve as amended.

Johnston: Second.

Rodriguez: All those in favor say aye.

Members: Aye.

Rodriguez: None opposed.

III. OLD BUSINESS - NONE

IV. NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

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

Rodriguez: Okay. Facilities?

Johnston: Mark Johnston, Facilities. Park impact fees will apply both to the multi-family dwelling units and the single-family dwelling units unless it meets the criteria and I understand that you have a – you're looking for some City support through the CDBG grant – yes?

Davalos: No. Through the Home Program.

Johnston: Through the Home Program and we do have a... it's worked out through that program that there is some waiver and reinstatement of park impact fees from another source, depending on how that process goes. We would envision taking any of the proceeds from this development and putting them into the North Las Cruces Park. We're working with the developer on some in-kind services for the same monetary value in Las Cruces Park so there is opportunity.

Rodriguez: Okay. MPO?

Murphy: Tom Murphy, MPO. We met with the applicant to discuss the alignment of Elks Road. It's a Principal Arterial and requires 120' of right-of-way. There are several constraints that are present in the area that would preclude the applicant dedicating the entire amount. It is a portion of Elks to the far north where it converges with the Interstate right-of-way shortly north of this property and, from an MPO standpoint we're comfortable with any kind of reduction that they would need but I think the appropriate instrument will be the preliminary plat. But just so that the P & Z is aware of the situation at this level is that the full 120' right-of-way MPO is comfortable with not receiving that in this location.

Rodriguez: Okay. Moreno is a Local?

Murphy: Moreno is a Local.

Rodriguez: Thank you. Utilities?

Montoya: Meei Montoya. We already approved the plan with two conditions. I would just like to repeat one of the conditions which is the off-site gas main extension must be included as part of the construction drawings and final plat review. And I have gotten some return commitments from the developer for this gas main extension work so with that, we are okay with this.

Rodriguez: Public Works?

Billey: Public Works would just like to state that the right-of-way acquisition for both Elks and Moreno, in order to meet Design Standards, it is the responsibility of the developer for that acquisition. That's all.

Rodriguez: And all the drainage concerns have been resolved?

Billey: Yes.

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

Robertson: Nope.

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

Dubbin: So moved. Mark Dubbin.

Montoya: Second. Meei Montoya.

Rodriguez: All those in favor say aye.

Members: Aye.

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

Davalos: Thank you.

2. PUD 09-08 and 09-09 Metro Verde PUD Amendment and Final Site Plan

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

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

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

forwarded to the Engineer and to Community Development. So with that we approve both the site plan and PUD amendment.

Rodriguez: Okay. Public Works?

Diaz: Claudia Diaz for Public Works. Matt, I still have some comments regarding the water harvesting. I just finished reviewing this and as I stated before Public Works is not actually in favor of your water harvesting idea and concept because we understand it will help the overall drainage but we've talked about this as far as you're not getting any credit for it and it is not used as the main way to manage the runoff. You have the regional ponds and then you have on-lot ponding for the multi-family and the commercial site. But there's still some wording on the concept plan that worries us and on the drainage report as far as when you're talking about water harvesting there's still language to, for example, I'll just read this off of page 7 on the drainage report: *and example of on-lot ponding with the elastic pond is provided in the appendix*. So you are still utilizing the word "on-lot" ponding but if you look in the appendix you're using it for "water harvesting."

So, that is the main worry in the future that whoever is reviewing the construction drawings has a concept that there is an on-lot pond somewhere on that lot but it is not a true on-lot pond. It is a water harvesting, either swale or tanks or whatever form will be used. So we're still concerned about that.

On the final site plan as well, sheet F-9, still using the wording "required ponding: all developments shall pond rain water at a rate of whatever it may be ... on. On-lot ponding or regional ponding can be used to address this requirement." Again, I believe you are talking about water harvesting there. Correct?

Kenney: I think in the land uses that we use that we are talking commercial and multi-family applications that would be an on-lot pond similar to the on-lot ponding that you have in other developments, the multi-family and commercial. Matt Kenney with DVI.

Diaz: Okay, I can see that.

Kenney: But we're more than willing to sit down and work on the wording. It is our intention to provide regional ponding and large on-lot ponds with commercial multi-family that will address the increase in runoff consistent with Design Standards. If we've missed some wording somewhere and we need to clean it up that's perfectly fine. If there's a way to set a condition that we work with Public Works and address in the next week or so, if we can make that a condition of today's approval we'd like to pursue that way.

Diaz: Yes. I'm open to that idea as far as condition because we talked about it and it's just some wording and I don't want it in the future when somebody opens up the drainage report and that's what should be... and just a few clarifications. I know on the final site plan you say to "see sheet G-1" but of the concept plan. So just some references back and forth that I'd like to get cleared up so anybody looking at it in the future knows exactly... "G-1? No, that's not in here. It's in the concept plan that I need to go to and check what that requirement is." That's it.

Rodriguez: Thank you. MPO?

Murphy: Tom Murphy, MPO, no outstanding issues.

Rodriguez: Facilities.

Johnston: Mark Johnston, Facilities. We did have a meeting and we're in agreement with the public versus private space, the park land, the open areas and the amenities. So we're in favor of this.

Rodriguez: Okay. Fire?

Dubbin: Mark Dubbin, Las Cruces Fire Department. We had a couple of meetings with the developer and the five comments that we had have been addressed by the developer as well as they can be on the master plan. A lot of them will be addressed during preliminary plat and construction phase but we're comfortable with the development.

Rodriguez: Okay. And Community Development, all the land uses and zoning components have been resolved?

Ochoa: Correct. Adam Ochoa, Community Development. All of the comments were addressed from review 2 and some suggestions were also changed to it, as well, so Community Development's fine.

Rodriguez: Great. Matt, do you have anything else to offer?

Kenney: No, thank you.

Rodriguez: Okay.

Diaz: Wait! I would like to just make a comment. You mentioned on the preliminary plat but there would be no preliminary plat. It would go to final plat from here on. I just wanted to make that...

Rodriguez: The final site plan would function normally as a preliminary plat so the next phase would be the final plat and I know a lot of Fire's

comments can be resolved at the final plat and construction drawing stage.

Dubbin: I'm comfortable with that.

Rodriguez: Do I have a motion to approve the concept plan for Metro Verde with the condition that all outstanding issues with Public Works be resolved prior to the Planning and Zoning Commission meeting on January 26th?

Murphy: So moved. Tom Murphy, MPO.

Dubbin: Second. Mark Dubbin.

Rodriguez: All those in favor?

Members: Aye.

Rodriguez: None opposed. Do I have a motion to approve the final site plan for the Metro Verde Planned Unit Development?

Murphy: So moved. Tom Murphy, MPO.

Montoya: Second. Meei Montoya.

Rodriguez: All those in favor?

Members: Aye.

Rodriguez: None opposed. Then this will be forwarded to the Planning and Zoning Commission January 26th.

Kenney: Thank you very much.

IV. ADJOURNMENT (9:21 am)

Rodriguez: Do I have a motion to adjourn?

Montoya:: Motion to adjourn.

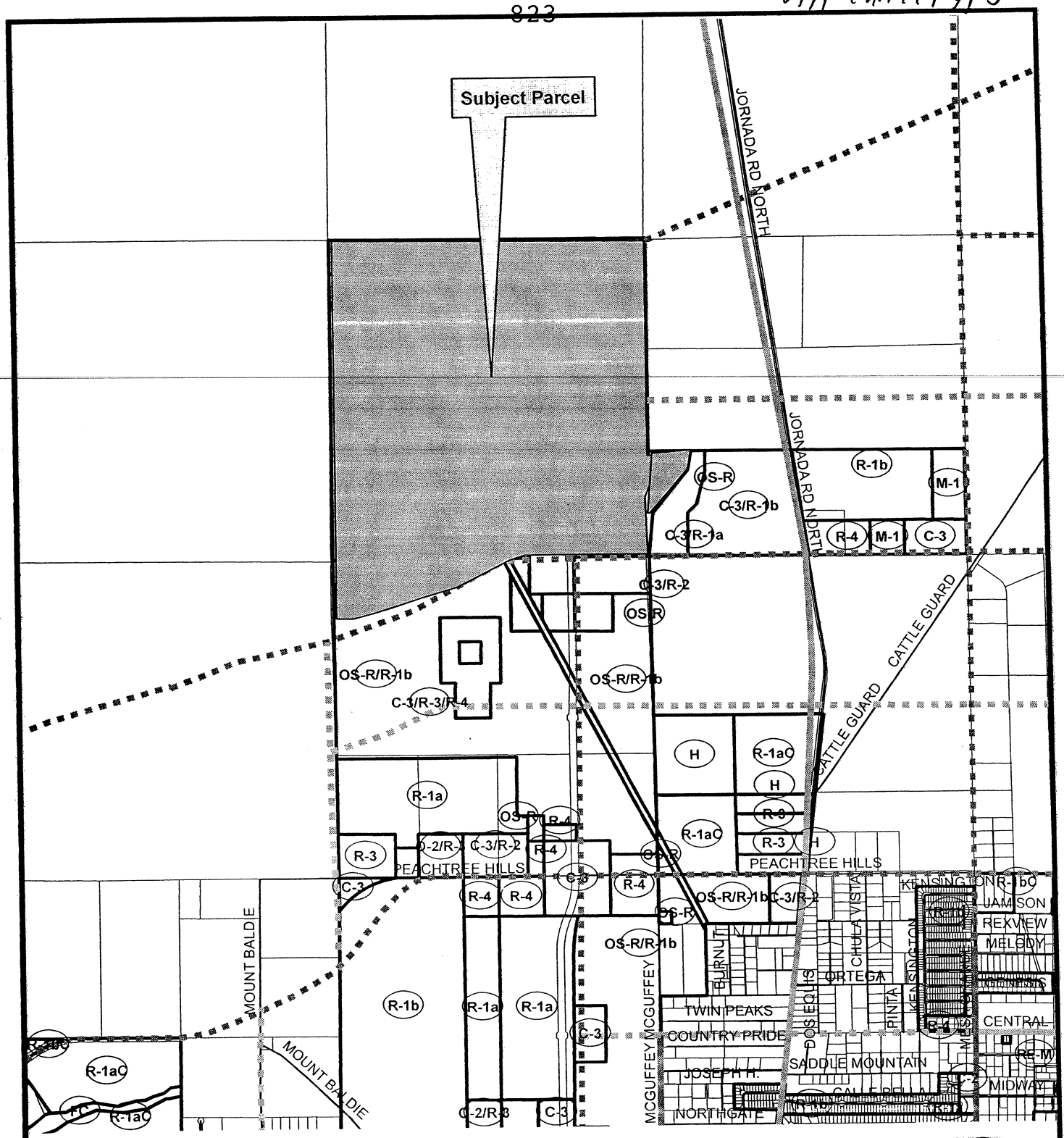
Johnston: Second.

Rodriguez: We are adjourned.

Cheryl Rodriguez

Chairperson

Attachment #3



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

0 7501,500 3,000 4,500 6,000 Feet

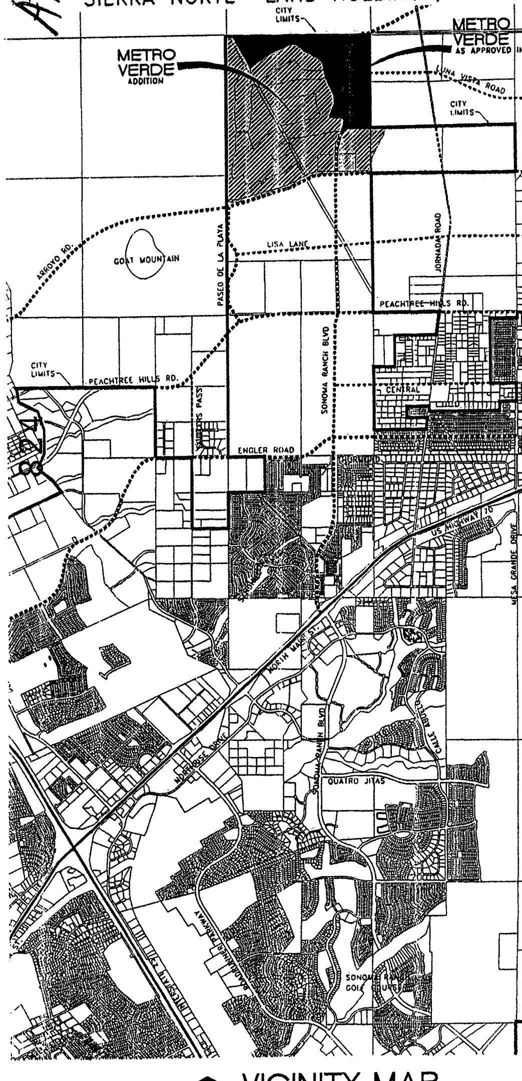
This map was created by Community Development to assist in the administration of local zoning regulations. Neither the City of Las Cruces or the Community Development Department assumes any legal responsibilities for the information contained in this map. Users noting errors or omissions are encouraged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

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

Attachmnt #4

METRO VERDE

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



NORTH VICINITY MAP
NOT TO SCALE

PLANNING OBJECTIVES

The Metro Verde Planned Unit Development (PUD) is a mixed-use development that incorporates a Village Plaza in a unique community with a sense of place. The PUD provides for residential, commercial, office, and retail land uses. The residential land uses include oppurtunities for single-family detached units, single-family attached townhomes, and many multi-family options.

Metro Verde will be constructed with a parkway path system that fronts the adjacent golf course and along major roadways. A well-lit, shared-use Promenade Park will be provided to connect residential areas to the Village Plaza. Developed parks with play equipment will be constructed at specific locations along the shared-use Promenade Park corridor. The parkways and Promenade Park will provide a looped exercise and connectivity corridor.

The Metro Verde PUD Amendment began by looking at the existing approved land uses, topography, drainage, and the MPO thoroughfare plan. Overriding planning principals were also established as follows:

1. Mix land uses.
Metro Verde will incorporate a mix of land uses including residential, retail, office, hotel, employment, recreation, and entertainment.

2. Take advantage of compact building design.
Metro Verde will be built with a compact urban form. Residential densities and commercial intensities are higher than what is typically constructed in Las Cruces.

3. Create a range of housing opportunities and choices.
Residential units will include single-family houses, patio homes, townhomes, apartments, lofts, and condominiums. A wide price range of products will be available. Accessory rentals can provide affordability without subsidy.

4. Create walkable neighborhoods.
All streets in Metro Verde will include sidewalks. Trails will provide connections throughout Metro Verde to BLM and other adjacent properties.

5. Foster a strong sense of place.
Metro Verde will utilize a hybrid form-based code to create places that are attractive and distinctive. As an example, the Metro Verde Planned Unit Development incorporates smart-growth principles and emphasizes place-making, creating places for living, working, and playing.

6. Preserve open space, natural beauty, and critical environment areas.
This project will be built around golf course open space and will connect to a 6,000-acre BLM recreation area. A canyon feature on the west edge of the property will be preserved.

7. Provide a variety of transportation choices.
Through the use of strong vehicular and pedestrian/bicycle corridors, and with the planning for future transit systems, Metro Verde provides for all transportation modes.

WORK PLACE

There will be a concentration of vehicular traffic up Sonoma Ranch Boulevard and along MPO streets crossing the property in other locations. Land uses that require high traffic volumes are placed along these main arterials and collectors. Also placed close to arterials will be employment centers including a light industrial/business park, research and development offices, government facilities, and other office sites.

LIVING PLACE

Removed from high-volume traffic, a livable/walkable community is planned to ensure residents are in walking distance to such daily needs as grocery stores, entertainment, and restaurants. Housing types will include single-family detached housing, attached single-family townhomes, and many multi-family options.

The need for a central site for mixed uses (residential, commercial, retail, and office) is the catalyst for creating a pedestrian-oriented area that we call the Village Plaza. The Village Plaza is the focal point of the activity corridor and includes pedestrian-friendly and bicyclist-friendly features.

PLAYING PLACE

Playing places include pocket parks, trail systems, play fields, the Dona Ana Mountains conservation area, a world-class golf course, and several developed neighborhood parks. The Village Plaza also provides play opportunities.

DRAINAGE

Drainage will follow low-impact development procedures that mimic nature's drainage patterns. The drainage approach of this plan will protect storm water quality and ensure aquifer recharge. The master-planned area will be an environmentally sensitive place. Impervious areas will be minimized by including narrow streets, pervious concrete, and multi-story buildings. Streets will be constructed by including swales and street trees in the cross-section. The streets will be connected to a linear detention ponding system that will empty to historic drainage after a storm is over.

Increases in runoff shall be retained/detained or infiltrated with the use of pervious concrete (Village Center & multi-family areas), regional ponds, and on-lot ponds. In addition rainwater harvesting will reduce peak flows. Metro Verde is located on FEMA's Flood Insurance Rate Map 35013C0525 dated September 27, 1991. The PUD is located in Zone X. Zone X are areas determined to be outside the 500-year flood plain.

PUD FLEXIBILITY

The PUD process as described in the City's zoning code provides for flexibility in land use, density, placement of buildings, and parking requirements. The land use concepts in the Metro Verde PUD foster flexibility in the pursuit of a more compact and sustainable urban form. There shall be no arbitrary limit to the number of dwelling units or commercial lease space; parking requirements and building heights will set certain limits automatically. In addition, vehicular level of service shall not be used as a limiting factor. In fact, allowing vehicular level of service to decline is an important step in making other modes of transportation successful.

TRANSIT

Locations and right-of-way will be dedicated for future bus stops and other mass transit needs to ensure that the option of city transportation is available.

UTILITIES

Water service will be provided by City of Las Cruces.
Sewer service will be provided by City of Las Cruces.
Gas service will be provided by Rio Grande Natural Gas Association.

DRAGONFLY BOULEVARD

The Concept Plan herein removes Dragonfly Boulevard as a major arterial west of Sonoma Ranch Blvd. The MPO Policy Committee will decide this issue. If the MPO Policy Committee chooses to keep Dragonfly from Interstate 25 to Sonoma Ranch Boulevard as an arterial, the Concept Plan will revert to what was approved in 2008. This process, if necessary, will be approved administratively by staff.

GOLF COURSE REPLAT

The Golf Course will be replatted along with the final plat approval of this PUD. Minor changes will be made to accomodate both the Golf Course and the surrounding development.

SONOMA RANCH BOULEVARD

Sonoma Ranch Blvd. south of Arroyo Rd. will be built as 2-lane half section before any Certificate of Occupancy will be approved within any phase of this amendment.

PEDESTRIAN CONNECTIVITY

Metro Verde is a paradigm shift that creates a community where the pedestrian is considered and that provides an atmosphere in which we are not as dependent on motorized vehicles. This begins by achieving a mixture of uses that puts people closer to their needs (work, shopping, entertainment, etc.).

An emphasis on non-vehicular travel is a core design element of Metro Verde. The goal is to reduce consumption of non-renewable resources and greenhouse gas emissions. Residents are encouraged to walk or bike and leave their cars at home when possible. The designers of Metro Verde do not expect that cars will be eliminated, but that the PUD layout will encourage walking after a visitor to the area has parked. Non-vehicular travel will be encouraged with the following improvements:

1. Sidewalks in single-family areas will be separated from the roadway with landscaped parkways.
2. 10-ft. shared-use paths shall be constructed along Sonoma Ranch Boulevard and Arroyo Road.
3. Wide sidewalks (10-ft. minimum) shall be constructed within the mixed-use Village Center.
4. Bike lanes will be constructed within the road cross-sections of Sonoma Ranch Boulevard and Arroyo Road for commuting cyclists.
5. A Promenade Park that will include wide sidewalks, benches, shade trees, and play structures will connect residential and mixed-use commercial areas.
6. Elevated cross-walks and roundabouts will encourage lower driving speeds in the area.

VEHICULAR CONNECTIVITY

A portion of the Major Thoroughfare Plan will be constructed with this PUD, including portions of Sonoma Ranch Boulevard, Arroyo Road, and Luna Vista Road. Sonoma Ranch Boulevard and Arroyo Road will be constructed as two-lane divided median roads with roundabouts and turn lanes at major intersections. Minor local streets will be designed to discourage through traffic while ensuring connectivity. Street lights will be installed only on Collectors and Arterials throughout the PUD.

The arterials that cross through Metro Verde provide a solid vehicular thoroughfare system. When coupled with the local roads, the street system provides a flexible inter-connected network giving easy access to all points within Metro Verde. This eases traffic congestion throughout the project and allows safer and easier access for emergency vehicles.

Bicyclists will have bike lanes and shared-use paths. Pedestrians will have a connected network of trails and sidewalks that separates them from high-speed traffic.

In addition to the connectivity provided, roundabouts will help traffic run smoother as vehicles are not required to stop and wait on traffic lights, which helps in the reduction of carbon gases, saves electricity, and eliminates the cost of installation and maintenance of traffic signals.

Roundabouts and other appropriate traffic-calming measures will be used to ensure traffic safety, traffic flow, and conveyance while ensuring timely emergency response.

Dedicated alleys, owned and operated by The City of Las Cruces, will serve numerous homes throughout Metro Verde. Alleys provide for higher residential densities, reduce operation and maintenance costs, and create a more attractive streetscape without compromising solid waste service or emergency response.

ZONING DESIGN STANDARDS

Design standards such as setbacks, street frontage, density, architectural style, building height, etc. are incorporated in each land use. Please see sheet C2 for specific details.

BUFFERS

Land uses have been situated to blend residential land uses without the use of buffers. Industrial and commercial uses (SUa, SUb, USb) abutting other land uses shall adhere to the City Zoning Code buffer requirements.

SECONDARY ACCESS

Secondary Access for any particular phase will be provided per the International Fire Code.

MAINTENANCE

All improvements in the public right-of-way, including landscaping but excluding entry monumentation, will be maintained by the City. The landscaping and hardscape abutting the back of curb in the Village Plaza area and all private tracts will be maintained by a Business or Owners Association.

GREEN BUILDING

Metro Verde will encourage cost-effective and sustainable building methods including conservation of fossil fuels, water, and other natural resources. Recycling of construction materials, reducing solid waste, and improved indoor air quality will also be encouraged. The following are elements that are required or recommended. All elements listed below are allowed in Metro Verde even if they are not addressed by City codes.

Required Elements:
1. Construction debris recycled
2. Xeriscape landscaping with no weed barrier; rain-sensitive timers
3. Solar or tankless hot water heater
4. Compact fluorescent bulbs installed where possible
5. 90% Energy-efficient appliances or better
6. Low-water consumption fixtures
7. Double-glazed low-e windows or better
8. R-19 wall insulation and R-38 ceiling insulation or better
9. Energy-efficient HVAC (14 SEER or Energy Star rating)
10. HVAC duct runs shall be constructed within the conditioned space or insulated as outlined by Energy Star
11. Programmable thermostats
12. Single-ply white reflective roofs for all flat roofs

Recommended Elements:
1. Recycled content building materials (i.e. recycled flooring)
2. Structural wood and framing alternatives
3. "On-demand" water switches
4. Wood or vinyl windows
5. Recycled material insulation
6. Energy-recovery ventilators
7. Passive or active solar heating
8. Solar-generated electricity (i.e. photovoltaic)
9. Low-volatile organic compounds (VOL) interior paint
10. Wind turbines in public spaces (See Sheet C2 below Land Use Table)
11. Innovative designer products
12. Natural daylighting of commercial interiors
13. Water harvesting from single-family roof and pavement areas for individual landscape irrigation

AMENDMENTS TO ORIGINAL PUD (PUD-08-01) APPROVED IN 2008

1. The addition of 500 +/- acres of land (including the golf course).
2. Added vehicular and pedestrian connectivity.
3. Adjusted Sonoma Ranch Blvd. cross section to better fit roundabout design.
4. Decorative street lighting will be optional.
5. Dragonfly Blvd. has been removed west of Sonoma Ranch Blvd.
6. The Village Center allowed uses are included in the Land Use Table.
7. Land Bank concept implemented for parking lots. See sheet C7.
8. A reduction in the number of parking spaces per unit.
9. Road cross sections changed and added. All arterials and Village Center sections are the same. Dragonfly has changed to a minor local. Alley ways and 28' BOC-BOC were added.
10. New land use approach. See sheets C1 and C2.

SIGNAGE

Signage will, in general, follow the City of Las Cruces Standards (chapter 36), with the following modifications:

Refer to the City of Las Cruces sign code (section 36-3 through 36-10) for definitions, calculations of sign area, variances, structural requirements, maintenance and removal, nonconforming signs, permits, prohibited signs, placement, lighting and enforcement except as follows:

36-6.(b) no free standing signs over 12 feet tall are allowed.
36-8. There are no existing signs and therefore no non-conforming signs
36-10.(a) Signs permitted here in are not prohibited
36-10.(e)(4) The Metro Verde Business and Home Owners Association has the right to display banners on streets within the village center. No permit is required.
36-12.(d) (Add) In commercial areas signs shall be lit indirectly in a manner that does not violate the night sky ordinance, no light boxes, flashing or moving signs are allowed, but neon lighting and individual backlit letters are appropriate.

For on-premises signs refer to the City of Las Cruces sign code (section 36-41 through 36-48 except as follows:

36-41.(7) Freestanding signs are allowed only in commercial offices and industrial use areas.
36-41.(8) Gate entrance signs shall not exceed 10 feet in height and the sign face shall not exceed 30 square feet.
36-41.(18) Wall signs may extend out 5'-0" from the face of the wall to which it is attached. The bottom of the sign must all be 8'-0" above any sidewalks or grade.
36-42 Single family detached residential use areas (U3)
36-43 Multi family detached residential use areas (U4)
36-45 Office and neighborhood commercial use areas (U5a & U5c)
36-45.(1) The maximum height of free standing signs shall be 8 feet regardless of the use or type of street fronting the property.
36-45.(2) The minimum setback for free standing signs is 5 feet regardless of the frontage.
36-46 Commercial & Industrial use areas (U5b, SUa & SUc)
36-46.(b).(1) The minimum setback for free standing signs shall be 12 feet regardless of the frontage.
36-46.(b).(2) The minimum setback for free standing signs shall be 5 feet regardless of the frontage.
36-47 Omit section
36-48 Omit section

3. Off premises signs. Refer to City of Las Cruces sign code except as follows:

36-83 No billboards are allowed
36-89 Neighborhood signs. PUD Entry monumentation and signs.
Monumentation within City right-of-way may use the following design guidelines:
Maximum Height 18 ft.
Provide 1 ft. (minimum) clear to back of curb
Follow City design standards for intersection clear site
Sign area will be determined by monument design
Additional deviations from the Sign Code, for the entry monumentation only, may be approved administratively by City staff. Entry monumentation will be maintained by the BHOA.

4. Temporary signs. Refer to City of Las Cruces sign code

5. Appendix. Refer to City of Las Cruces sign code except as follows:

Appendix 1 - omit

PUD CONCEPT PLAN DRAWING INDEX:

0 COVER SHEET
C1 CONCEPT PLAN
C2 LAND USE GUIDELINES
C3 SUSTAINABILITY
C4 VILLAGE PLAZA URBAN DESIGN
C5 PARK AND TRAIL PLAN
C6 PHASING PLAN
C7 PARKING LOT LAND BANK PLAN
C8 TRANSPORTATION PLAN
R1 TYPICAL STREET SECTIONS
R2 ROUNDABOUT PLAN 1
R3 ROUNDABOUT PLAN 2
R4 LOCAL STREET DESIGN GUIDELINES
G1 PRELIMINARY GRADING PLAN (LID CONCEPTS)
U1 MASTER UTILITY PLAN
U2 UTILITY PLAN AREA 1
U3 UTILITY PLAN AREA 2
U4 UTILITY PLAN AREA 3
U5 UTILITY PLAN AREA 4
U6 UTILITY PLAN AREA 5
U7 UTILITY PLAN AREA 6
L001-L007 CONCEPTUAL LANDSCAPING PLANS

PUD SUPPLEMENTAL SHEET INDEX:*

S1 DEVELOPMENT PLAN
S2 PLAZA PLAN
S3 6-PLEX FLOOR PLAN
S4 6-PLEX SITE PLAN
S5 8-PLEX FLOOR PLAN
S6 8-PLEX SITE PLAN
S6a TYPICAL CONDO ELEVATION
S7 COURTYARD LOTS
S8 2 STORY CASITAS PLAN
S8a 1 STORY CASITAS PLAN
S9 3 STORY TOWNHOUSE PLAN
S10 3 STORY TOWNHOUSE ELEVATION
S11 2 STORY TOWNHOUSE PLAN
S12 2 STORY TOWNHOUSE ELEVATION
S13 1 STORY TOWNHOUSE PLAN
S14 1 STORY TOWNHOUSE ELEVATION

*For informational purposes only; not for review.

THIS PLANNED UNIT DEVELOPMENT HAS BEEN APPROVED BY THE ZONING ADMINISTRATOR OF THE CITY OF LAS CRUCES, & ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE PLANNED UNIT DEVELOPMENT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

ZONING ADMINISTRATOR DATE

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR BRIGHT VIEW LAND CO.
LAS CRUCES NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011

SHEET
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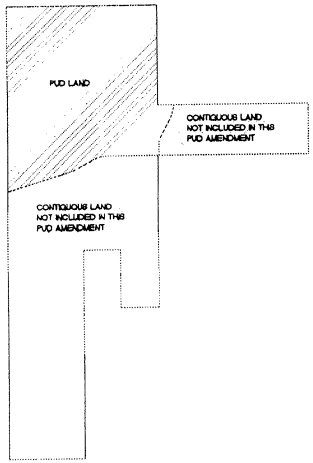


LAND USE TABULATION		
COLOR	LAND USE	ACREAGE
	U3 SUB-URBAN	179 ACRES
	U4 GENERAL URBAN	150 ACRES
	U5a RECREATION CENTER	19 ACRES
	U5b URBAN CENTER	6 ACRES
	U5c VILLAGE CENTER	32 ACRES
	U5e BUSINESS PARK	37 ACRES
	U5b WWTP	10 ACRES
	GC	193 ACRES
	OPEN SPACE	44 ACRES

ALL ACREAGES ARE APPROXIMATE AND MAY BE ADJUSTED WITH FINAL DESIGN.

SEE SHEET C2 FOR LAND USE INFORMATION.

CONCEPT PLAN
(W/ LAND USE DESIGNATIONS)
SCALE 1" = 300'-0"

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/18/05	SUBMITTAL #1
12/4/05	SUBMITTAL #2
12/30/05	SUBMITTAL #3

denton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.523.0241
fax 575.523.9405
email info@dentonventures.com
website www.dentonventures.com

SHEET C1

D137CON

825

LAND USE GUIDELINES

U3 SUB-URBAN

Description
Single-family housing
Yards with landscaping surrounding the housing
Live-work office uses may be permitted that follow the City's Home Occupation Regulations.
Accessory dwelling units shall be allowed that do not exceed 600 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
Developed parks shall be located and constructed so that each home is within 1/3 mile of a park.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan, Sheet R1.

Setbacks
Front setbacks 12' (min. 20' for garage access)
Side setbacks 0, 5', or more
Rear setbacks 15'
Side and rear setbacks may be reduced to 0' for garage and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
Each unit shall have at a minimum 2 off-street parking spaces (garages are acceptable).
Live-work units shall provide an additional parking space.
Accessory living units will provide one off-street parking space.

Height
Maximum building height is 30' for any part of the structure.

Building Frontage
No part of an accessory building shall abut the front yard setback.
Porches and/or decks may encroach 3' into the front setback and 7' into the rear setback.

Functions/Uses
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.

Required Ponding
See Sheet G1.

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U4 GENERAL URBAN

Description
Primarily residential with townhouses, patio homes, condominiums, apartments, and retirement and/or assisted-living centers.
Accessory dwelling units shall be allowed that do not exceed 600 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots.
See street cross-sections plan, Sheet R1.

Setbacks
Front setbacks 12'
Garages 20'
Side setbacks 0, 5', or more
Rear setbacks 10'
Side and rear setbacks may be reduced to 0' for garages and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.
All U4 areas adjacent to U5c areas will be governed by the following:
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U5c uses. Pervious pavements for parking lots will be required within the Village Center and adjacent U5c uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information.
Accessory living units will provide one off-street parking space.

Height
45' maximum for 3-story buildings.
65' maximum for 4-story buildings.
50% of the buildings in a U4 area will be allowed to be 4 stories tall.

Functions/Uses
See Land Use Table for uses.
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.

Ponding Requirements
See Sheet G1

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U5a RECREATION CENTER

Description
Mixed-use center including residential, office, lodging, retail, recreational, and civic uses.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan Sheet R1.

Setbacks
Front setbacks 12'
Garages 20'
Side setbacks 0, 5', or more
Rear setbacks 10'
Rear Setback may be reduced to 0' when abutting an alley way or open space tract.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Buildings height of 85' is allowed. Belfries, towers, chimneys, flues and elevator heads may extend 15' above the primary structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5b URBAN CENTER

Description
Open retail, lodging, office, and multi-family uses.
Located on high-volume traffic arterial or collector streets.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.

Setbacks (from dedicated right-of-way)
Front setback 12'
Side setbacks 10'
Rear setbacks 20'
All development shall meet the City of Las Cruces standards for buffering from adjacent properties.
A 10' separation between buildings or groups of attached buildings shall be maintained.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
All off-street parking shall be common and shared parking and shall inter-connect with all adjacent parking areas.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Maximum building heights is 60' for any part of the structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5c VILLAGE CENTER

Description
The Village Center will include mixed-use structures with a central common area; the design is pedestrian friendly and encourages walking and socializing. The Village Center will also provide opportunities for a live/work environment.

Streets
Where shown in the Concept Plan, the Village Center incorporates 45-degree on-street parking, street trees, ample pedestrian crossings, buildings that define a street wall, wide sidewalks, and substantial pedestrian activity.
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.

Setbacks
Minimum 10' setback from right-of-way line.
Minimum 10' separation between buildings or groups of attached buildings.

Parking
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U4 uses. See Sheet C4 and C7 for additional parking information. Pervious pavements for parking lots will be required within the Village Center and adjacent multi-family U4 uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information. Parking structures will be allowed to increase buildable areas of the mixed-use center in the future.
Bicycle racks will be provided at a rate of 1 stall for every 2000 sq. ft. GFA. A minimum of 10 stalls shall be provided per building.

Height
Building heights of 100' are allowed.

Building Frontage
Architecture will be designed with an emphasis on pedestrian friendliness. Retail entries may use bright colors and canopies. Canopies may extend over sidewalks as shown on the typical sections. Multiple southwest-based building styles and construction materials will be encouraged to create a southwest plaza atmosphere. Contemporary interpretations will be allowed with the approval of the Metro Verde Architectural Review Committee.

Functions/Uses
The plaza area will provide a place for people to gather and socialize with open-air activities such as a farmer's market, craft fairs, birthday parties, family picnics, pie-eating contests, parades, and concerts. The plaza will also facilitate pedestrian connectivity and include a stage for concerts, as well as shade structures, trees, benches, and sidewalks.
The mixed-use structures will have retail/commercial uses on the first floor. A mixture of retail, residential, office, and hotel uses will be allowed on the upper floors. It is possible that an entire structure could house a single use or a mixture of uses. There are also several out-parcels bordering the Village Center that will be ideal for restaurant, business, and/or office uses.
National restaurant chains and stores (i.e. McDonalds, Starbucks) may be incorporated into the Village Center; however, store-fronts and signage shall meet the architectural guidelines of Metro Verde. Drive-thrus will not be allowed in the Village Center.
See Land Use Table

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

SUa BUSINESS PARK

Description
Business Park, Research and Development, and Light Industrial are the primary anticipated uses. Other possible uses are included in the Land Use Table.
All buildings, groups of attached buildings, or complexes of buildings should be separated by landscaping.

Streets
All streets within SUa will follow the City Design Standards. Alternatively, this site may be developed with private easements or parking lots.

Setbacks (from dedicated right-of-way)
Front setback 12'
Side setbacks 10'
Rear setbacks 20'
When abutting adjacent uses a 10' opaque or 20' semi-opaque buffer shall be used.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code.

Height
Building heights of 4 stories are allowed, not to exceed 50'.

Functions/Uses
Square footage is limited by the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement.

Signage
See Sheet O.

SUb CIVIC

Description
This land use is reserved for civic uses and public utilities.

OS OPEN SPACE

Description
This use is open space used for drainage and/or parks.

GC GOLF COURSE

Description
This use is for the golf course only.

LAND USE TABLE

LAND USE	U3	U4	U5a	U5b	U5c	SUa	SUb	OS	GC
RESIDENTIAL									
Mixed Use		A	A	A	A	A			
Multi-Family/Assisted Living/Apartments/Retirement		A	A*	A	A*	A			
Live/Work Unit	A	A	A	A	A				
Single-Family Attached/Condominium/Townhome	A	A	A*		A*				
Single-Family Detached	A								
Accessory Living Unit/Rental Unit	A	A							
AG & EQUESTRIAN									
Greenhouse (Commercial)						A			
Animal Facility/Kennels						A			
INSTITUTIONAL									
Schools (Public & Private)			A	A	A	A			
Childcare Center		A	A	A	A	A			A
Hospital/Nursing Home/Hospice		A	A	A	A	A			
Religious Assembly and Uses		A	A	A	A	A			
Community Buildings/Public Use			A	A	A	A		A	
RECREATION									
Public Entertainment/Theatres			A	A	A	A			
Private Entertainment/Gyms		A	A	A	A	A			A
Parks/Playgrounds	A	A	A	A	A	A	A	A	A
Public Art/Fountain	A	A	A	A	A	A	A	A	A
SERVICE									
Retail Sales			A	A	A	A			A
Restaurant/Bar/Cafe (as a seperate facility)		A	A	A	A	A			
Restaurant/Bar/Cafe (as a part of another use)		A	A	A	A	A			A
Display Gallery			A	A	A	A			
Open-Market Building			A	A	A	A		A	
Kiosks/Push Cart		A	A	A	A	A		A	A
Movie Theater			A	A	A	A			
Liquor-Selling Establishment			A	A	A	A			A
Hotel (no room limit)			A	A	A	A			
Bed & Breakfast/Hostel/Inn	A	A	A		A				
Work/Live Unit			A	A	A	A			
Office Building/Office Park		A	A	A	A	A			
Shopping Center/Mall				A	A	A			
Healthcare Clinic			A	A	A	A			
UTILITY RELATED USES									
Communication Structures						A	A	A	
Cemetery									
Funeral Home						A			
Cremation Facility									
Public Utility Plants							A		
MANUFACTURING									
Heavy Industrial Facility							A		
Light Industrial Facility						A	A		
Research and Development/Laboratory				A	A	A			
TRANSPORTATION/WHOLESALE									
Gas Station				A		A			
Automobile & Truck Service/Body Shop				A		A			
Drive-Through Facility			A	A		A			
Public Transportation & Uses	A	A	A	A	A	A	A		
Warehouse/Mini-Storage Units						A			
Parking Structures		A	A	A	A	A			
Maintenance Yard/Building/Equipment Repair						A			A

A = Allowed use by right
*Residential land uses will be restricted to the second floor and above.

It is intended that this land use table be inclusive of all land uses found in the 2001 Zoning Code, and all of those uses should fall into one of the catagories listed above. Community Development staff shall resolve questions of interpretation.

NOTE: Location and height of wind turbines shall be determined by the Developer in accordance with a plan to be submitted with or subsequent to construction drawings for each phase of the PUD, subject to design standards for non-communication vertical structures.

USES NOT ALLOWED
The following uses are not allowed in any area in Metro Verde:
1. Adult Entertainment & Sales
2. Junk Yards
3. Keeping of Livestock

NOTE: Developer's covenants may impose additional restrictions.

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

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

SHEET C2
D137TRAN

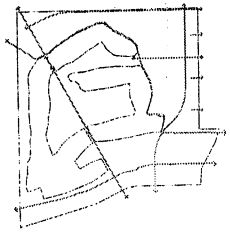
SUSTAINABILITY CONCEPTS

ENERGY:

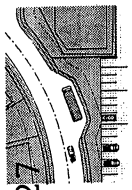
1. Use high-density, clustered, mixed-use development that reduces energy consumption and encourages walking and biking.

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.

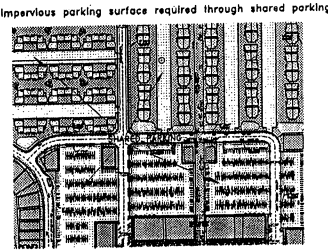


2. Work with the City to establish transit (bus) stops in the short-term and alternate connection for future mass transit.

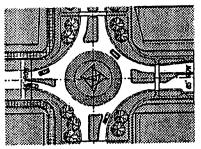


*This will further reduce the use of vehicles and their emissions even when walking is not practical.

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



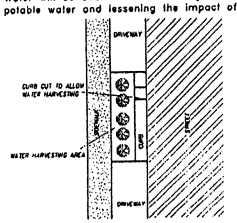
4. Use of roundabouts will improve traffic safety and capacity, as well as reduce pollution and fuel use.



*Reduction of Green House gases (lower vehicle emissions and fuel consumption)
*No electricity needed (versus using a stop light)
*Ability to Landscape the center island
*Service life is approximately 25 years

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.



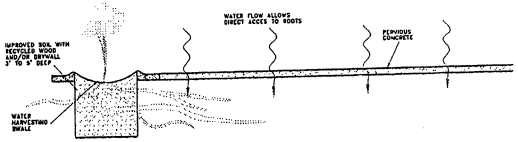
*Driveways will help serve as a wier system to prevent the water-harvesting swales from becoming drainage ditches. Where driveways don't exist, wiers will be installed to help prevent the same.

2. Reduce the use of potable water through xeriscape. Use primarily native low-water-use plants. This will be accomplished by restricting the palate of usable plants through covenants and developer installation.

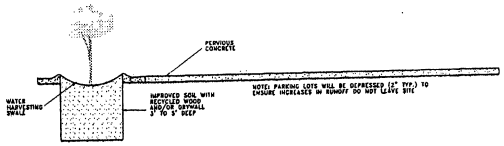
3. Use primarily sub-surface irrigation, and eliminate irrigation where possible, by using pervious pavements, micro ponding, and rain shut-off controls.

*Promenade Park will use sub-surface irrigation from the recycled water collected from the roofs of the Village Plaza structures.
*Landscaping of parkways will include water harvesting for irrigation.
*Landscaping in parking lots will be irrigated in part through the use of water harvesting and pervious pavement.
*Commercial builders may install irrigation systems.

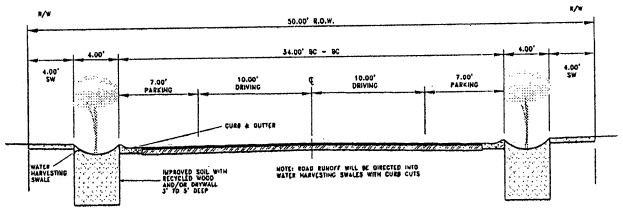
4. Pervious pavements in parking lots will be required within the Village Center and adjacent U4 areas excluding single-family lots. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table.



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

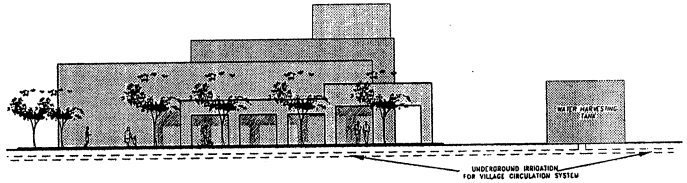


6. Local public streets will be designed with swales between the curb and sidewalk that will be landscaped and benefit from street runoff. These micro ponds will reduce and filter runoff, while excess major storm runoff will be collected and ponded in a traditional manner.



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

8. 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 providing a clean collection surface. A pre-wash/flush will be incorporated and collection will be from roof drains. A collection tank will be incorporated in the Plaza and used to educate the public on the green aspects of Metro Verde.



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

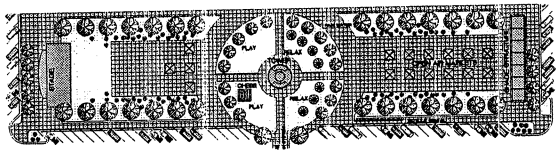
WASTE REDUCTION:

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, providing significant environmental benefits. Contractors providing recycling services in Metro Verde will not be deemed to conflict with the City of Las Cruces solid waste collection service.

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

URBAN DESIGN:

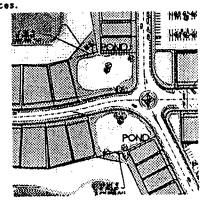
1. Provide Village Plaza for gathering and social interaction that is accessible by walking for many.



2. Create sustainable presence in Plaza and Promenade Park by showcasing water harvesting and renewable energies (possibly 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-access 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. Recycling of construction materials, reducing solid waste, and improved indoor air quality will also be encouraged. The following are elements that are required or recommended. All elements listed below are allowed in Metro Verde even if they are not addressed by City codes.

Required Elements:

1. Construction debris recycled
2. Xeriscape landscaping with no weed barrier; rain-sensitive timers
3. Solar or tankless hot water heater
4. Compact fluorescent bulbs installed where possible
5. 90% Energy-efficient appliances or better
6. Low-water consumption fixtures
7. Double-glazed low-e windows or better
8. R-19 wall insulation and R-38 ceiling insulation or better
9. Energy-efficient HVAC (14 SEER or Energy Star rating)
10. HVAC duct runs shall be constructed within the conditioned space or insulated as outlined by Energy Star
11. Programmable thermostats
12. Single-ply white reflective roofs for all flat roofs

Recommended Elements:

1. Recycled content building materials (i.e. recycled flooring)
2. Structural wood and framing alternatives
3. "On-demand" water switches
4. Wood or vinyl windows
5. Recycled material insulation
6. Energy-recovery ventilators
7. Passive or active solar heating
8. Solar-generated electricity (i.e. photovoltaic)
9. Low-volatile organic compounds (VOL) interior paint
10. Wind turbines in public spaces (See Sheet C2 below Land Use Table)
11. Innovative designer products
12. Natural daylighting of commercial interiors
13. Water harvesting from single-family roof and pavement areas for individual landscape irrigation

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/18/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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website www.dentonventures.com

SHEET C3

D1378U5T

VILLAGE CENTER
URBAN DESIGN ELEMENTS

SHARED PARKING - MIXED-USE AREA'S 3-TIERED APPROACH:

SHARED PARKING WITHIN MIXED-USE PROJECTS ASSUMES TWO PRINCIPLES. THE FIRST IS THAT DIFFERENT LAND USES WILL USE PARKING AT DIFFERENT TIMES OF THE DAY AND WEEK (I.E. OFFICE DURING WEEKDAYS AND RESTAURANT NIGHTS AND WEEKENDS). THE SECOND IS THE CAPTIVE-AUDIENCE PHENOMENON THAT A SINGLE SPACE WILL BE USED FOR MORE THAN ONE LAND USE IN A SINGLE VISIT. IF, IN THE FUTURE, IT IS EVALUATED AND DEEMED THAT PARKING IS WORKING SUFFICIENTLY WITH LESS THAN THE PROVIDED NUMBER OF SPACES, ADDITIONAL BUILDING AREA AND A REDUCTION OF PARKING SPACES MAY BE ADMINISTRATIVELY 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)
PARKING SPACES SHALL BE PROVIDED WITHIN THE PARKING LOTS OF THE MIXED-USE CENTER. BUILDINGS WITHIN THE MIXED-USE CENTER SHALL TREAT ALL PARKING AS SHARED AND COMMON EXCEPT FOR RESERVED PARKING. 15% OF ALL PARKING LOTS OR STRUCTURES MAY BE RESERVED FOR SPECIFIC TENANTS. RESERVED PARKING WILL BE ENFORCED BY THE BHOA.

TIER 2 - ON-STREET PARKING
A MINIMUM OF 400 ON-STREET PARKING SPACES SHALL BE PROVIDED WITHIN METRO VERDE. THIS INCLUDES ANGLED PARKING NEAR THE PLAZA AND PARALLEL PARKING ALONG CURBS IN RESIDENTIAL AREAS.

TIER 3 - SHARED PARKING WITH ADJACENT RESIDENTIAL AREAS
THOSE AREAS 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 FOR SHARED PARKING USABLE BY THE MIXED-USE CENTER. IN THE CASE WHERE INDIVIDUAL GARAGES ARE PROVIDED, AT LEAST ONE-HALF UNENCLOSED PARKING SPACE PER UNIT WILL BE PROVIDED FOR SHARED PARKING WITH THE VILLAGE CENTER.

828

LIGHTING:

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

PEDESTRIAN WAYS	AVERAGE LUMINAIRES (fc)
COMMERCIAL	1.00
INTERMEDIATE	0.06
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, EXCEPT FOR MAJOR THOROUGHFARES, STREET LIGHTING POLES AND PEDESTRIAN WAY POLES WILL BE LIMITED IN HEIGHT TO 14 FEET.

AROUND MULTI-FAMILY HOUSING AND COMMERCIAL BUILDINGS, WALL-MOUNTED FIXTURES WILL BE STANDARDIZED TO WORK WITH POLE FIXTURES.

SIGNS AND GRAPHICS:

SIGNS AND GRAPHICS HELP CREATE THE CHARACTER OF A COMMUNITY. WELL-EXECUTED AND WELL-PLACED SIGNS CAN PRODUCE AN ATTRACTIVE IMAGE AND GIVE A SENSE OF ORDER TO THE COMMUNITY. DURING PRELIMINARY DESIGN, REQUIREMENTS FOR SIGNAGE AND GRAPHICS WILL BE FULLY DEVELOPED, REVIEWED BY AN ARCHETECTURAL REVIEW COMMITEE AND WILL INCLUDE THE FOLLOWING:

1. TRAFFIC SIGNS WILL FOLLOW GOVERNING STANDARDS.
2. SIGNAGE SYSTEM GRAPHICS WILL BE DEVELOPED FOR INFORMATIONAL AND DIRECTIONAL SIGNS, AND LOCATIONS WILL BE DETERMINED.
3. ENTRY MARKERS/MONUMENTS WILL BE DESIGNED AT MAJOR ENTRIES, INCLUDING THE CENTER OF ALL ROUNDABOUTS.
4. A HALLMARK SIGN FOR METRO VERDE WILL BE DEVELOPED THAT IS EASILY IDENTIFIABLE AND USABLE FOR SIGNAGE, LOGOS, AND IMAGERY.
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. 36-46). PROJECTING BUILDING-MOUNTED SIGNS, WHERE ALL OF THE SIGN IS 8'-0" ABOVE SIDEWALKS, ARE ALLOWED. SIGNS WILL BE LIT INDIRECTLY. NO INTERNAL LIGHTING. NO FLASHING OR MOVING SIGNS. NEON LIGHTING AND INDIVIDUALLY BACK-LIT LETTERS ARE APPROPRIATE.

BALCONIES, CANOPIES, AND OVERHANGS:

HANGING CANOPIES, PROJECTED OVERHANGS, AND SMALL BALCONIES ARE ALLOWED AND ENCOURAGED FOR ALL BUILDINGS IN THE VILLAGE PLAZA. THESE PROJECTIONS MAY EXTEND UP TO 4' INTO THE 10' SETBACK FOR SHADE AND RAIN COVER.

DECORATIVE CORNICES 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 PEDESTRIAN TRAFFIC AND INTERIOR BUILDING ACTIVITIES ARE FACE TO FACE. DOORS TO INDIVIDUAL BUSINESSES 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 BIKE, AND WAIT FOR A BUS. FURNISHINGS WILL BE SELECTED WITH SUSTAINABILITY AND SITE UNIFICATION IN MIND. INDIVIDUAL BUSINESSES MAY USE THE "FURNISHINGS ZONE" FOR FREESTANDING TABLES. SEE DETAIL THIS SHEET.

10 PRINCIPLES FOR DEVELOPING SUCCESSFUL TOWN CENTERS:

DENTON VENTURES, INC. USED, IN PART, THE URBAN LAND INSTITUTE'S TEN PRINCIPLES FOR DEVELOPING SUCCESSFUL TOWN CENTERS FOR GUIDANCE IN DEVELOPING THE METRO VERDE PUD. THE TEN PRINCIPLES AND HOW THEY APPLY TO METRO VERDE ARE AS FOLLOWS:

1. CREATING A MEMORABLE PUBLIC REALM
METRO VERDE INCLUDES A 2-ACRE PLAZA THAT WILL INCLUDE AN OBSERVATION TOWER, STAGE, WATER-HARVESTING SYSTEMS, PERVIOUS CONCRETE HARDSCAPE, LANDSCAPING, LEISURE ZONES, PLAY AREAS, 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 LAS CRUCEN. HOUSING WILL BE REASONABLY PRICED FOR THE LOCAL MARKET.

3. SHARE THE RISK, SHARE THE REWARD
SOME PUBLIC INFRASTRUCTURE WITHIN METRO VERDE MAY BE CONSTRUCTED USING A PUBLIC IMPROVEMENT DISTRICT (PID) AT 'NO NET COST' TO THE CITY.

4. PLAN FOR DEVELOPMENT AND FINANCIAL COMPLEXITY
QUALIFIED DEVELOPERS/BUILDERS WILL BRING UNIQUE IDEAS TO METRO VERDE FOR COMPLETION OF EVERYTHING FROM SINGLE-FAMILY HOMES TO FIVE STORY MIXED-USE BUILDINGS.

5. INTEGRATE MULTIPLE USES
METRO VERDE WILL INCLUDE A VARIETY OF USES, INCLUDING RESIDENTIAL, RETAIL, OFFICE, HOTEL, AND ENTERTAINMENT. THE RESIDENTIAL USES WILL BE MIXED WITH SINGLE-FAMILY AND MULTI-FAMILY UNITS, INCLUDING PATIO HOMES, TOWNHOMES, APARTMENTS, AND CONDOMINIUMS.

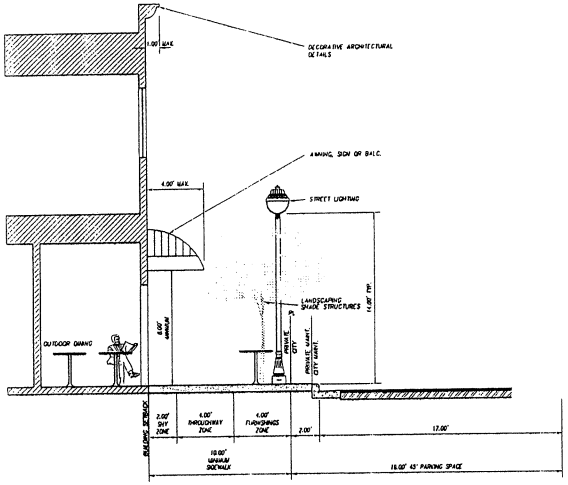
6. BALANCE FLEXIBILITY WITH A LONG-TERM VISION
METRO VERDE BEGAN BY INCORPORATING THE VISION OF CREATING THE MOST SUSTAINABLE DEVELOPMENT THAT HAS BEEN BUILT IN THIS AREA, INCLUDING A MIXED-USE, PEDESTRIAN-FRIENDLY VILLAGE CENTER. OF COURSE, THE LONG-TERM SUCCESS OF A MIXED-USE COMMUNITY IS DEPENDENT ON ITS ABILITY TO GROW AND CHANGE OVER TIME. THE PUD ZONE WITHIN THE CITY OF LAS CRUCES UNIQUELY ALLOWS FOR THIS FLEXIBILITY.

7. CAPTURE THE BENEFITS THAT DENSITY OFFERS
DENSITY IS OFTEN CONSTRUED NEGATIVELY BY THE PUBLIC. DENSITY OFFERS MANY BENEFITS, INCLUDING LAND CONSERVATION, REDUCING URBAN SPRAWL, AND INCREASED UTILITY EFFICIENCY. COMMUNITIES THAT ARE BUSY AND ALIVE WITH PEOPLE TEND TO BE SAFER. HIGHER DENSITY MAKES PUBLIC TRANSPORTATION PRACTICAL AND ECONOMICAL FOR THE CITY AND PROVIDES THE NECESSARY POPULATION BASE FOR THE VILLAGE CENTER.

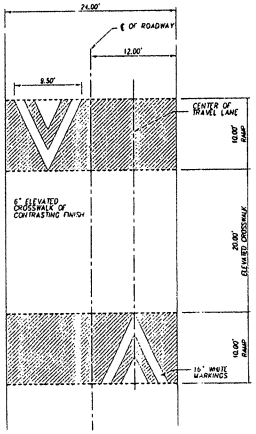
8. CONNECT TO THE COMMUNITY
ALTHOUGH METRO VERDE IS AT THE OUTER BOUNDARIES OF THE CITY LIMITS, EVERY EFFORT IS BEING MADE TO ENSURE THAT NUMEROUS CONNECTIONS CAN BE MADE AND THAT THE VILLAGE CENTER IS EASILY ACCESSIBLE. METRO VERDE CONNECTS TO THE ROAD NETWORK IN MULTIPLE PLACES. PEDESTRIAN CONNECTIONS 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. MIXED-USE PROJECTS ARE SUSTAINABLE BY THEIR NATURE, AND THE VILLAGE PLAZA IS THE KEY ELEMENT IN THIS MIX OF USES. SUSTAINABILITY IS A PRIMARY GOAL OF METRO VERDE, AND AN ENTIRE SHEET OF THE PUD IS DEDICATED TO SUSTAINABILITY. SEE SHEET C3.

10. COMMIT TO INTENSIVE ON-SITE MANAGEMENT AND PROGRAMMING
FULL-TIME MANAGEMENT, OPERATION, AND MAINTENANCE WILL BE REQUIRED AT METRO VERDE, ESPECIALLY IN THE VILLAGE CENTER. TRASH CLEANUP AND LANDSCAPING MAINTENANCE WILL BE PARAMOUNT TO PROVIDING A SAFE AND HEALTHY PUBLIC ENVIRONMENT. PERVIOUS CONCRETE PARKING LOTS WILL REQUIRE MAINTENANCE TO ENSURE AGAINST CLOGGING FOR DRAINAGE. BUILDINGS WILL REQUIRE UPKEEP AS WELL.



SIDEWALK DETAIL @ VILLAGE CENTER
SCALE: 1" = 4'



PEDESTRIAN CROSSING @ VILLAGE CENTER
NOT TO SCALE

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
2/4/09	SUBMITTAL #2
2/30/09	SUBMITTAL #3

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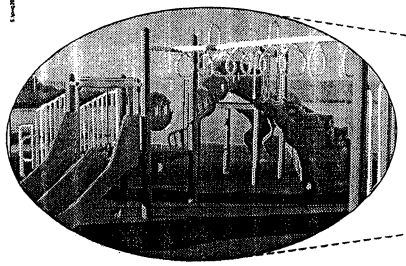
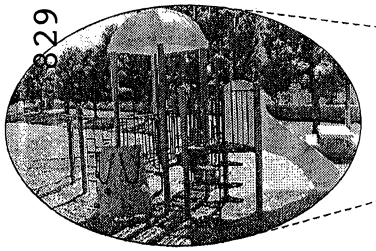
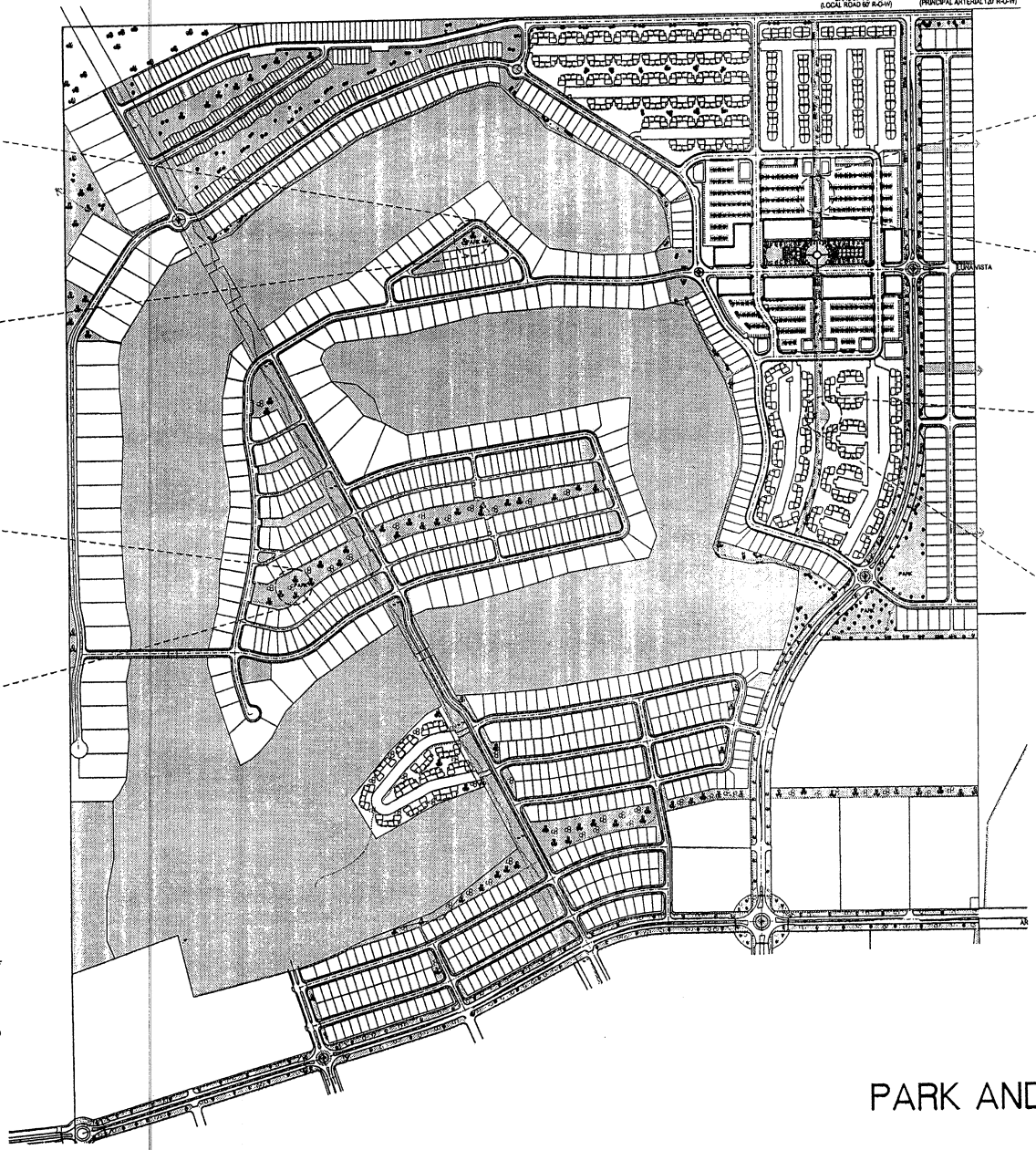
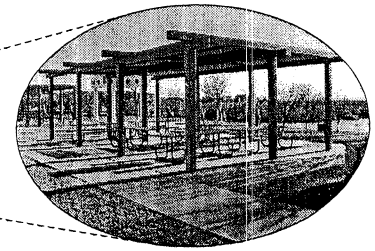
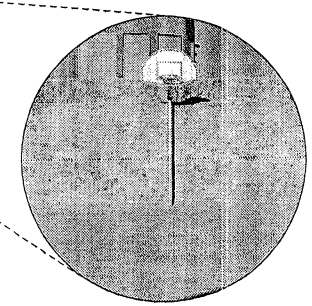
SHEET
C4
D13TURBN











THE GREEN AREAS SHOWN COMBINE TO PROVIDE A TOTAL OF 267 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 EQUIPMENT DEPICTED IN THESE IMAGES.

OVERALL PARK, OPEN SPACE, AND TRAIL SYSTEMS, INCLUDING LANDSCAPED COMMON AREAS, ARE CONCEPTUALLY ACCEPTABLE TO THE CITY FACILITIES DEPARTMENT FOR CONCEPT PLAN APPROVAL ONLY. DETERMINATION ON THE ASSESSMENT OF PARK IMPACT FEES, DEVELOPMENT OF SAID PARK, OPEN SPACE, TRAILS, LANDSCAPED AREAS, AND OWNERSHIP AND MAINTENANCE RESPONSIBILITIES SHALL BE SPECIFICALLY DEFINED AS A PART OF THE FINAL PLAT SUBMITTAL OF THE PLANNED UNIT DEVELOPMENT, AND IS SUBJECT TO APPROVAL BY THE CITY FACILITIES DIRECTOR AND/OR DESIGNEE.

NORTH

PARK AND TRAIL PLAN

SCALE: 1" = 300'

PUD AMENDMENT #1

METRO VERDE

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LAS CRUCES
NEW MEXICO

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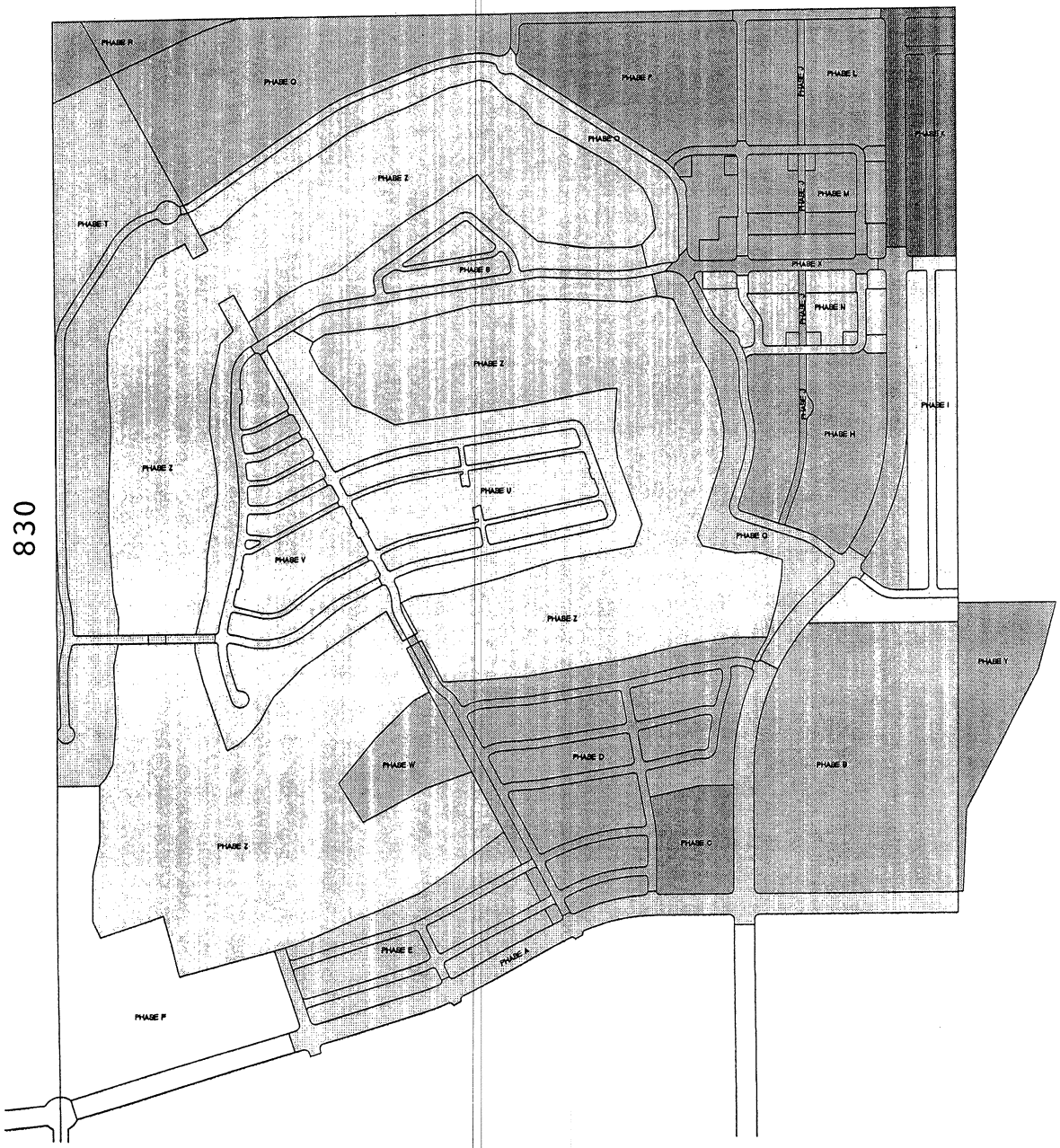
SHEET
C5
D132PARK



830

PHASING LEGEND

COLOR	PHASE	DESCRIPTION	ACREAGE	ALLOWABLE RANGE	PROBABLE BUILDOUT
	PHASE A	PHASES A THROUGH W MAY BE COMPLETED IN ANY ORDER AND IN CONJUNCTION WITH ANY OTHER PHASES AS LONG AS ACCESS, SECONDARY ACCESS, INFRASTRUCTURE, AND FIRE FLOW ISSUES ARE ADEQUATELY ADDRESSED. PHASE J CONSISTS OF THE PROMENADE PARK. IMPROVEMENTS TO THE PARK AND TRAIL SYSTEM SHALL BE COMPLETED WITHIN ONE YEAR OF A COMPLETED ADJACENT PHASE OR SUB-PHASE. PHASE H WILL INCLUDE THE CONSTRUCTION OF SONOMA RANCH BLVD. UP TO LUNA VISTA ROAD. PHASE K WILL INCLUDE FINISHING SONOMA RANCH BLVD AS WELL AS A PORTION OF DRAGONFLY BLVD. PHASE W WILL HAVE A 2-ACRE VILLAGE PLAZA.	16.19 AC	0 UNITS	0 UNITS
	PHASE B		41.78 AC	625-1840 UNITS 1,000,000-3,000,000 SQ. FT. GFA	1250 UNITS 2,000,000 SQ. FT. GFA
	PHASE C		6.66 AC	99-266 UNITS 115,000-450,000 SQ. FT. GFA	166 UNITS 275,000 SQ. FT. GFA
	PHASE D		43.00 AC	172-1720 UNITS	192 UNITS
	PHASE E		18.61 AC	74-744 UNITS	109 UNITS
	PHASE F		29.86 AC	447-1194 UNITS 250,000-1,250,000 SQ. FT. GFA	746 UNITS 400,000 SQ. FT. GFA
	PHASE G		14.33 AC	57-573 UNITS	39 UNITS
	PHASE H		24.04 AC	96-961 UNITS	444 UNITS
	PHASE I		16.96 AC	67-254 UNITS	67 UNITS
	PHASE J		2.58 AC	0 UNITS	0 UNITS
	PHASE K		13.94 AC	55-209 UNITS	42 UNITS
	PHASE L		16.24 AC	64-649 UNITS	336 UNITS
	PHASE M		18.25 AC	100-500 UNITS 500,000-2,000,000 SQ. FT. GFA	250 UNITS 1,000,000 SQ. FT. GFA
	PHASE N		11.14 AC		
	PHASE O		16.81 AC	67-672 UNITS	62 UNITS
	PHASE P		20.25 AC	81-814 UNITS	457 UNITS
	PHASE Q		28.31 AC	113-1132 UNITS	245 UNITS
	PHASE R		5.79 AC	0 UNITS	0 UNITS
	PHASE S		23.80 AC	95-357 UNITS	83 UNITS
	PHASE T		39.57 AC	158-1582 UNITS	217 UNITS
	PHASE U		41.95 AC	167-629 UNITS	142 UNITS
	PHASE V		34.67 AC	138-520 UNITS	109 UNITS
	PHASE W		6.66 AC	26-266 UNITS	166 UNITS
	PHASE X	PHASE X INCLUDES A PORTION OF LUNA VISTA AND WILL BE CONSTRUCTED IN CONJUNCTION WITH EITHER PHASE W OR PHASE M, WHICHEVER COMES FIRST.	2.26 AC	0 UNITS	0 UNITS
	PHASE Y	PHASE Y WILL BE CONSTRUCTED IN CONJUNCTION WITH THE CITY'S WASTE WATER TREATMENT PLANT.	10.03 AC	TBD	TBD
	PHASE Z	PHASE Z INCLUDES THE NEW LAS CRUCES COUNTRY CLUB GOLF COURSE, WHICH IS BEING BUILT. COVENANTS WILL BE PLACED ON THE PROPERTY BY THE DEVELOPER BEFORE BEING CONVEYED TO THE CITY.	201.48 AC	20,000-50,000 SQ. FT. GFA	30,000 SQ. FT. GFA
TOTALS			705.14 AC	2701-14,022 UNITS 1,885,000-6,750,000 SQ. FT. GFA	5122 UNITS 3,705,000 SQ. FT. GFA

PHASING PLAN

THE PHASING PLAN IS INTENDED TO GIVE FLEXIBILITY TO THE DEVELOPER TO RESPOND TO MARKET NEEDS. INDIVIDUAL PHASES MAY BE COMBINED INTO LARGER PHASES OR REDUCED INTO SMALLER SUBPHASES WITHOUT REQUIRING AN AMENDMENT TO THE PUD. REVISIONS TO THE PHASING PLAN MAY BE APPROVED ADMINISTRATIVELY BY STAFF.

PHASES M-N CONSIST OF MIXED-USE BUILDINGS, AND BUILDOUT WILL BE BASED ON INDIVIDUAL BUILDING PERMITS. BUILDINGS CAN BE DEVELOPED INDIVIDUALLY. PARKING LOTS WILL NOT BE CONSIDERED A PART OF IMPROVEMENTS AND WILL BE BUILT WITH ADJACENT BUILDINGS.

PORTIONS OF SONOMA RANCH BLVD. AND ARROYO ROAD WILL BE BUILT AS NEEDED ALONG WITH ADJACENT DEVELOPMENT.

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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12/30/09	SUBMITTAL #3

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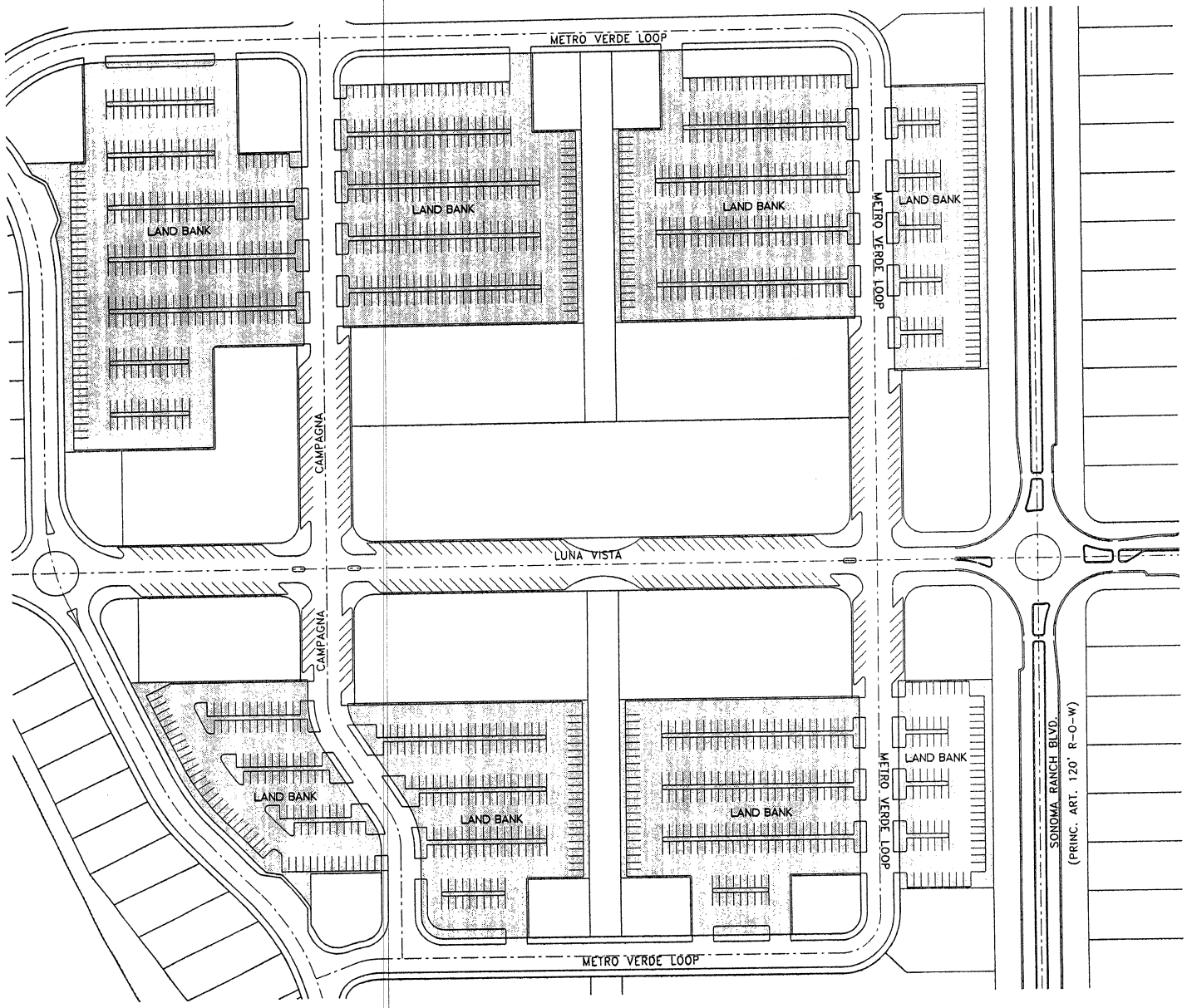
NORTH

PHASING PLAN

SCALE 1" = 300'-0"

SHEET C6

D137PHAS



PARKING LOT LAND BANK NOTES

1. The parking lots in the Metro Verde Village Center area shall be reserved in a land bank.
2. The reserved land may only be used for open space (native desert or developed parks), communal uses (e.g. outdoor eating, farmers' market, underground utilities) and parking lots (temporary or permanent). All other land uses require City Council approval.
3. Reserve areas may be converted into parking lots at the discretion of the owner, when, and if, the market demands additional parking.
4. Parking, and conversion of land bank areas to parking, shall not be a requirement of building construction in the Village Center.
5. Reserve areas, and any improvements constructed thereon, shall be privately operated and maintained.
6. Shape and size of land bank areas to be determined by final design and designated on the final plat.

For additional information about flexible parking requirements please refer to: American Planning Association. 2005. The High Cost of Free Parking. Environmental Protection Agency. 2006. Parking Spaces/Community Places – Finding the Balance Through Smart Growth Solutions.

PUD AMENDMENT #1

METRO VERDE

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LAS CRUCES
NEW MEXICO

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2/30/09	SUBMITTAL #3

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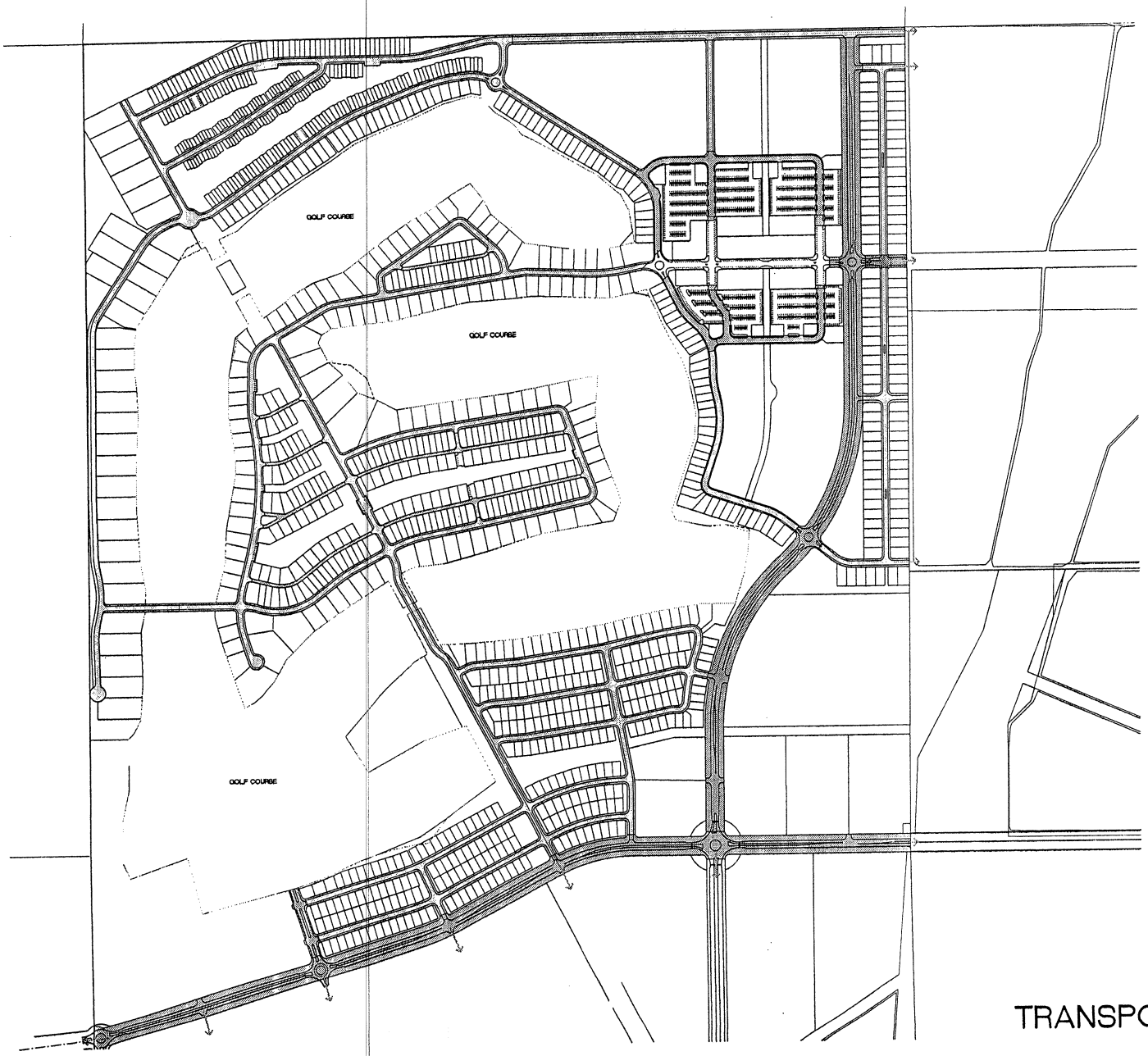
SHEET C7

D132PKL1

PARKING LOT LAND BANK PLAN

SCALE 1" = 60'



STREET CROSS-SECTION LEGEND			
COLOR	CLASSIFICATION	ROW	CROSS-SECTION #
	LOCAL (28'-34' BC-BC)	50'	1
	LOCAL (34' BC-BC)	50'	2
	COLLECTOR (52' BC-BC)	85'	3
	PRINCIPAL ARTERIAL (50' BC-BC)	120'	4
	PRINCIPAL ARTERIAL (50' BC-BC)	120'	5
	ALLEY (20' BC-BC)	20'	6
	LOCAL (40' BC-BC)	67'	7
	LOCAL (64' BC-BC)	68'	8
	LOCAL (47' BC-BC)	59'	9
	LOCAL (30' BC-BC)	68'	10
	LOCAL (28' BC-BC)	60'	11

NOTES: 1. ALL CROSS-SECTION NUMBERS REFERENCE THE CORRESPONDING TYPICAL STREET SECTIONS SHEET.

2. FOR PEDESTRIAN PATHS, SEE THE PARK AND TRAIL PLAN.

PUD AMENDMENT #1

METRO VERDE

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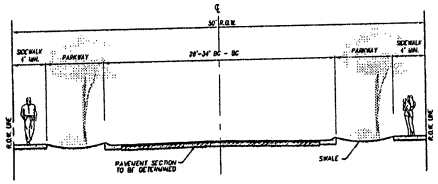
TRANSPORTATION PLAN

SCALE 1" = 300'-0"

SHEET C8

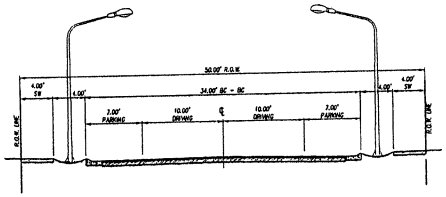
D137ROAD

832

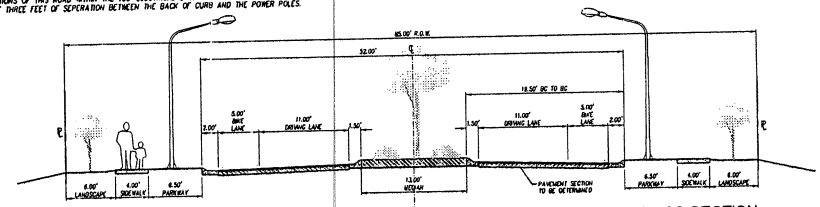


① TYPICAL 28'-34' LOCAL STREET SECTION
SCALE: NTS

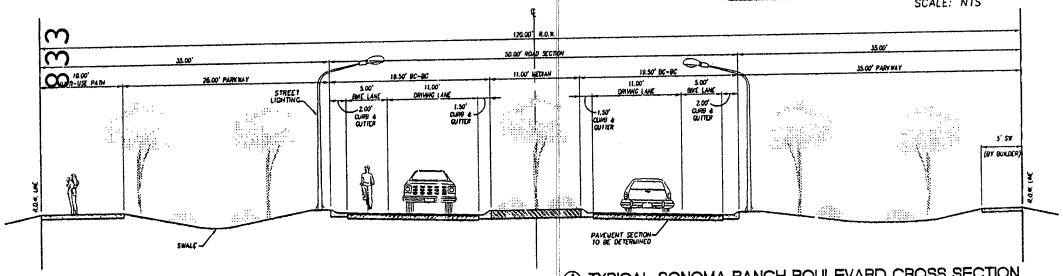
NOTE: PORTIONS OF THIS ROAD WITHIN THE 100' ELECTRICAL EASEMENT WILL MAINTAIN A MINIMUM OF THREE FEET OF SEPERATION BETWEEN THE BACK OF CURB AND THE POWER POLES.



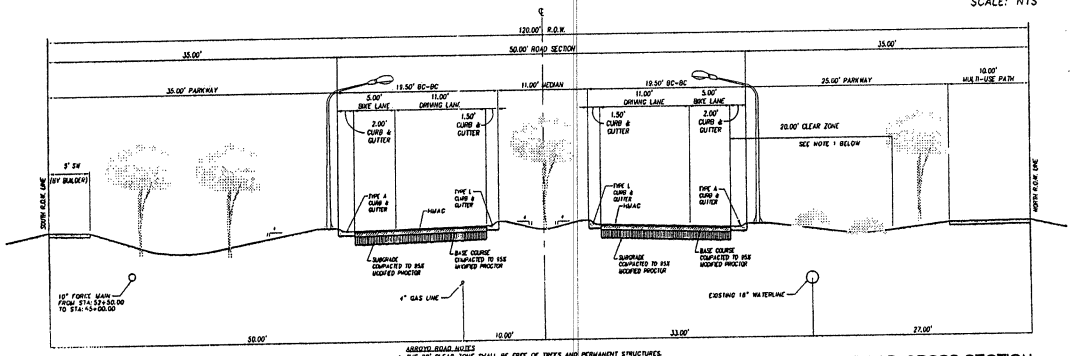
② TYPICAL 34' LOCAL STREET SECTION
SCALE: NTS



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

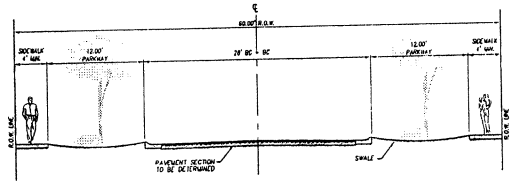


④ TYPICAL SONOMA RANCH BOULEVARD CROSS SECTION
NORTH OF ARROYO ROAD
SCALE: NTS

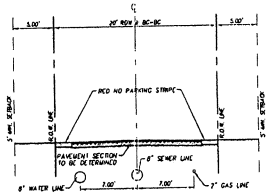


ARROYO ROAD NOTES
1. THE 20' CLEAR ZONE SHALL BE FREE OF TREES AND PERMANENT STRUCTURES. THE CLEAR ZONE SHALL PROVIDE PROTECTION FOR THE 18" WATER LINE. SHRUBS, GRASSES, AND REMOVABLE LANDSCAPING ELEMENTS MAY BE CONSTRUCTED WITHIN THE CLEAR ZONE.
2. THIS CROSS-SECTION WAS APPROVED BY THE DEVELOPMENT REVIEW COMMITTEE ON OCTOBER 14, 2008.

⑤ TYPICAL ARROYO ROAD CROSS SECTION
SCALE: NTS

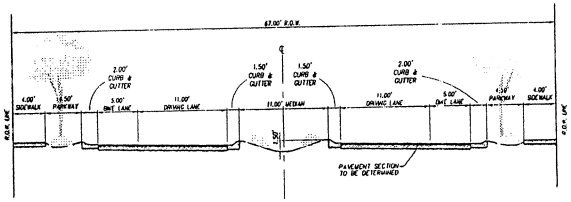


⑪ DRAGONFLY BLVD. STREET SECTION
SCALE: NTS



⑥ TYPICAL DEDICATED ALLEY SECTION
SCALE: NTS

NOTE: CURB TYPE MAY CHANGE FOR DRAINAGE.

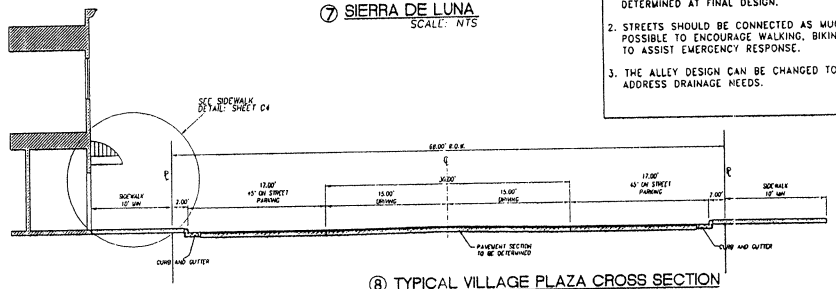


⑦ SIERRA DE LUNA
SCALE: NTS

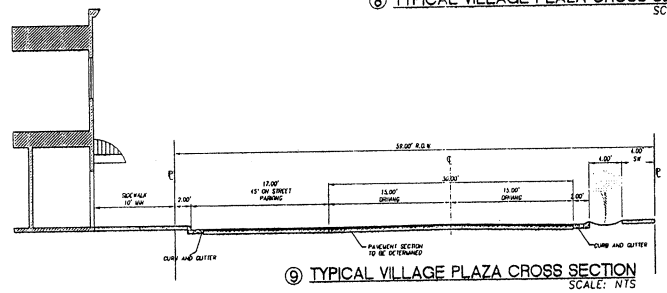
STREET WIDTH GUIDELINES		
R.O.W. WIDTH	PAVEMENT WIDTH (BC-BC)	ON-STREET PARKING
20'	20'	NOT ALLOWED
50' MIN.	24'-27'	ONE SIDE
50' MIN.	28'-34'	BOTH SIDES

STREET GUIDELINE NOTES

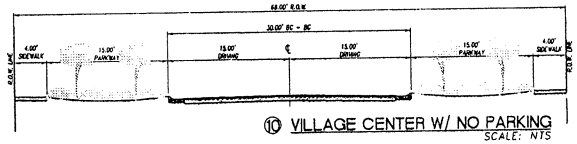
1. THE TYPICAL LOCAL STREET WIDTH FOR METRO VERDE SHALL BE 28'-34' BC-BC WITH PARKING ALLOWED ON BOTH SIDES. WIDTH WILL BE DETERMINED AT FINAL DESIGN.
2. STREETS SHOULD BE CONNECTED AS MUCH AS POSSIBLE TO ENCOURAGE WALKING, BIKING, AND TO ASSIST EMERGENCY RESPONSE.
3. THE ALLEY DESIGN CAN BE CHANGED TO ADDRESS DRAINAGE NEEDS.



⑧ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: NTS



⑨ TYPICAL VILLAGE PLAZA CROSS SECTION
SCALE: NTS



⑩ VILLAGE CENTER W/ NO PARKING
SCALE: NTS

TYPICAL STREET SECTIONS

PUD AMENDMENT #1

METRO VERDE

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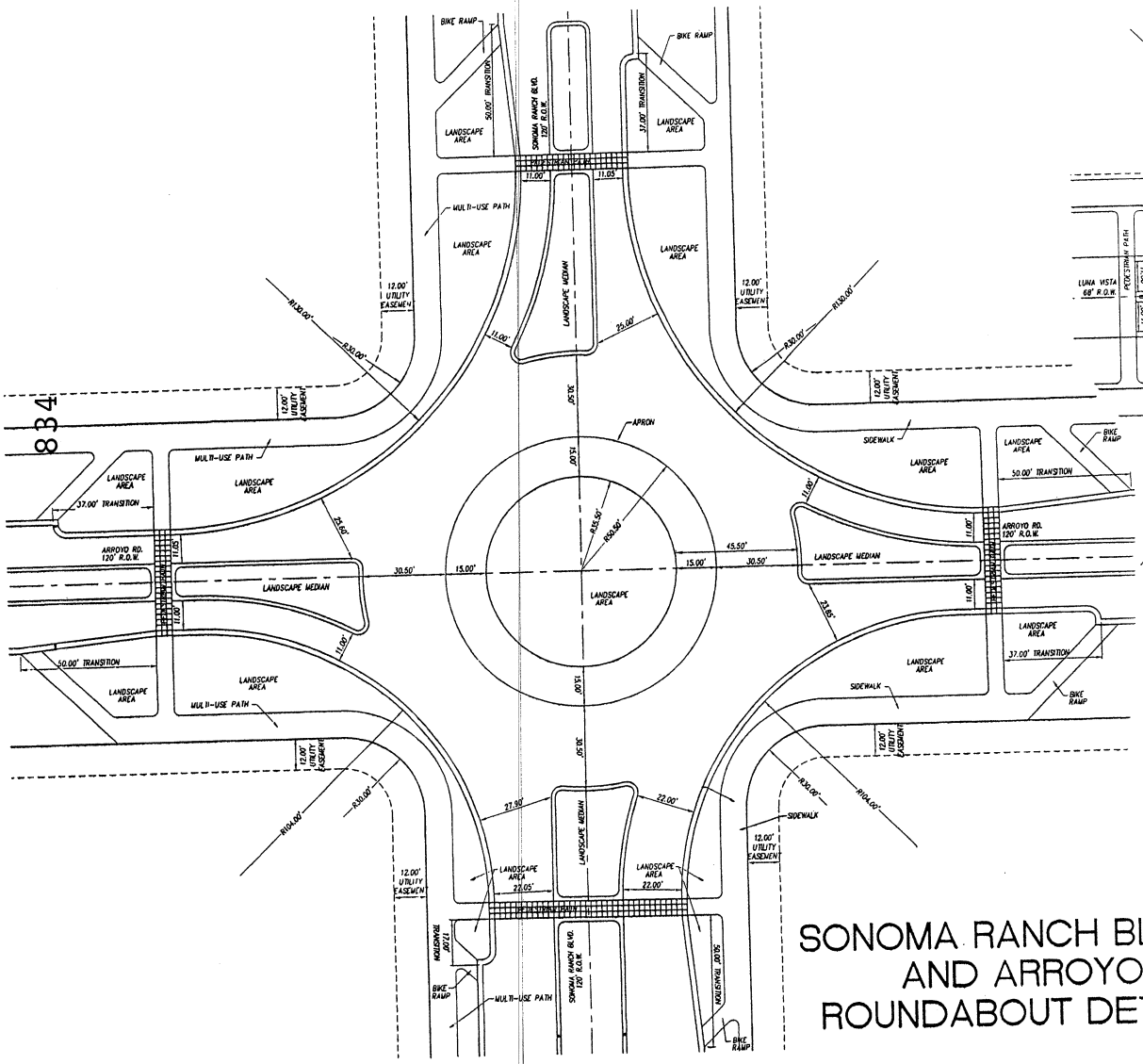
SHEET R1

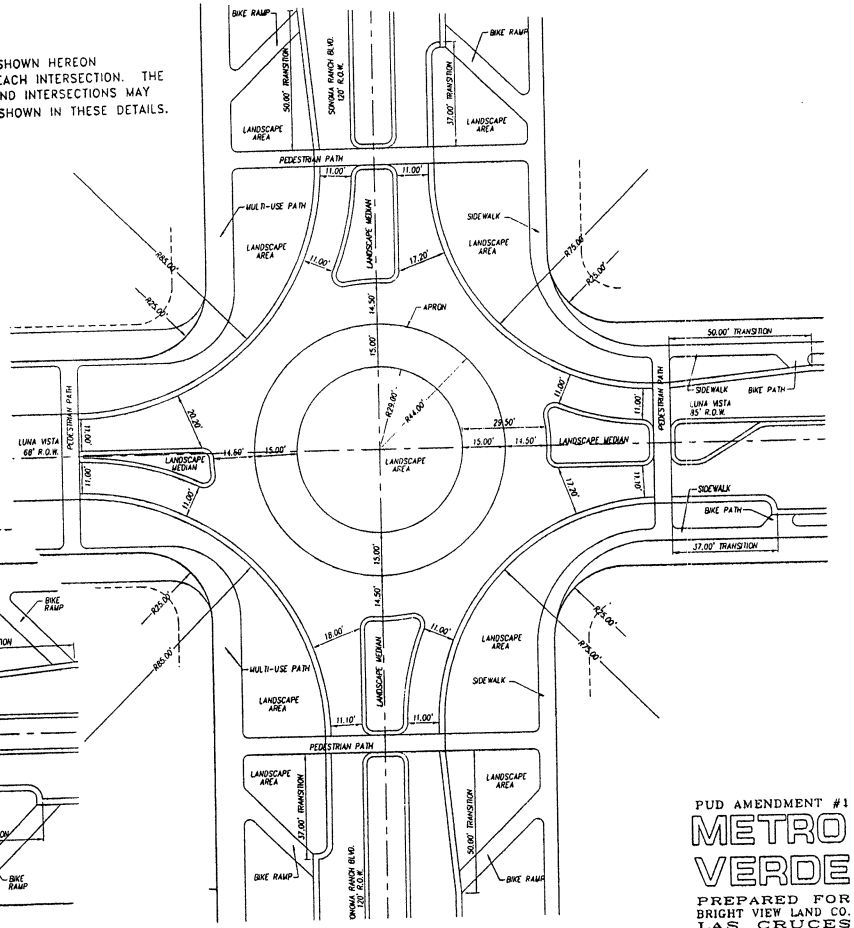
D1376TRT

NOTE: THE CONCEPTUAL ROUNDABOUTS 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.



SONOMA RANCH BLVD. AND ARROYO RD. ROUNDABOUT DETAIL

SCALE 1"=20'



SONOMA RANCH BLVD. AND LUNA VISTA ROUNDABOUT DETAIL

SCALE 1"=20'

PUD AMENDMENT #1

METRO VERDE

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SHEET R2

D137RND1

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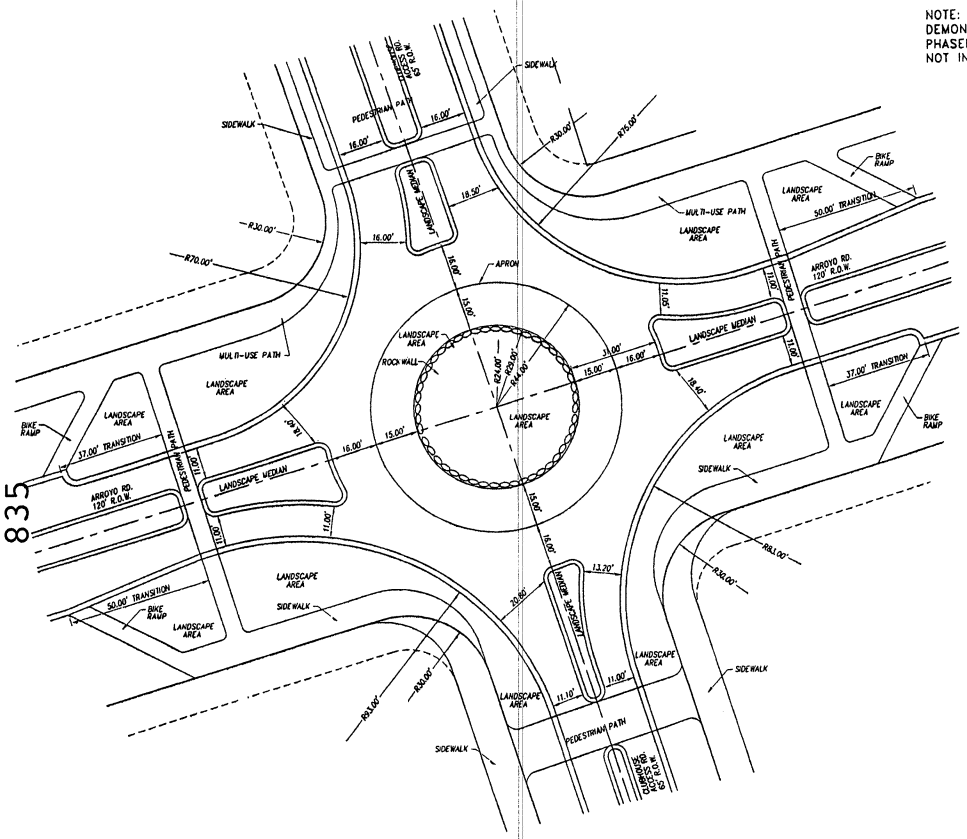
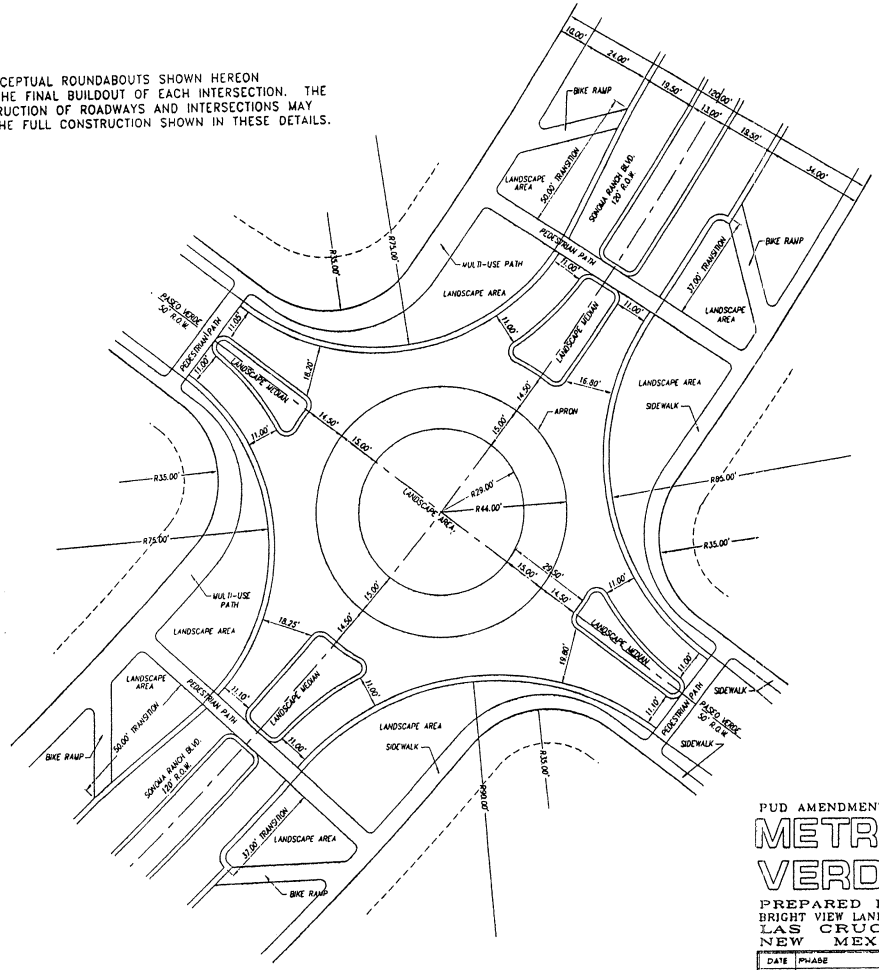


ARROYO RD. AND CLUB HOUSE RD. ROUNDABOUT DETAIL

SCALE 1"=20'



SONOMA RANCH BLVD. AND PASEO VERDE ROUNDABOUT DETAIL

SCALE 1"=20'

PUD AMENDMENT #1

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NEW MEXICO

DATE	PHASE
10/28/08	SUBMITTAL #1
12/4/08	SUBMITTAL #2
12/30/08	SUBMITTAL #3

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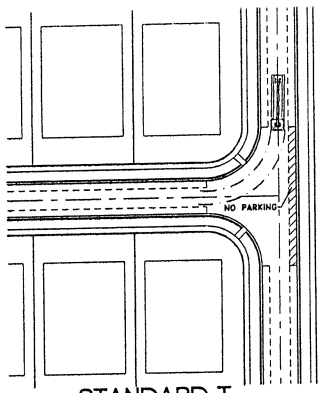
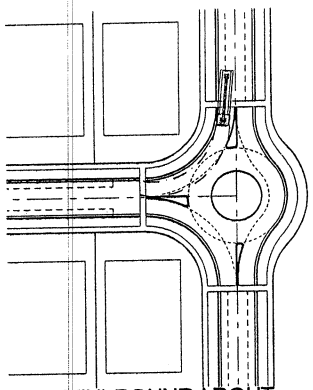
SHEET R3

D132RND2

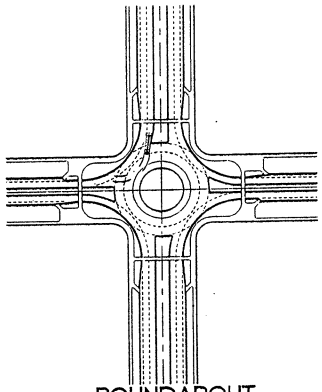
835



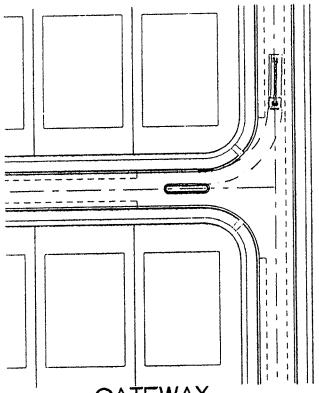
STANDARD T
SCALE 1"=40'



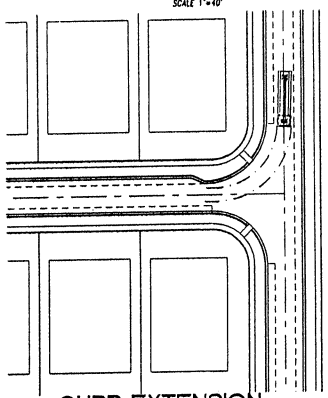
MINI ROUNDABOUT
SCALE 1"=40'



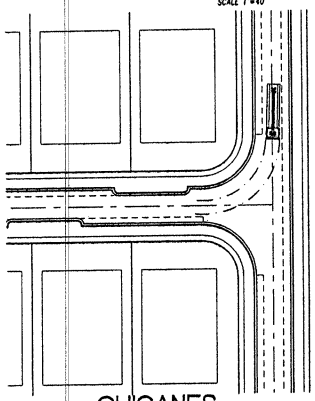
ROUNDABOUT
SCALE 1"=100'



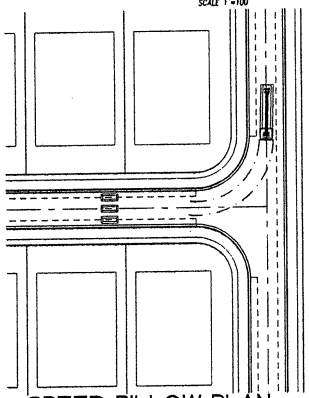
GATEWAY
SCALE 1"=40'



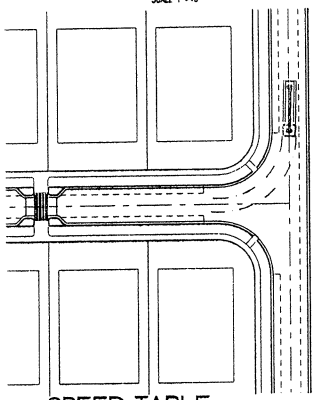
CURB EXTENSION
SCALE 1"=40'



CHICANES
SCALE 1"=40'



SPEED PILLOW PLAN
SCALE 1"=40'

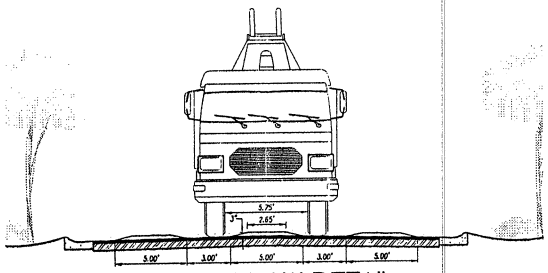


SPEED TABLE
SCALE 1"=40'

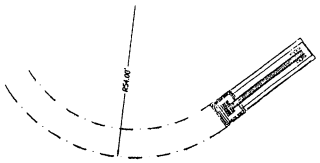
PREFERRED TRAFFIC-CALMING DEVICES

NOTES

1. THE OPTIONAL TRAFFIC-CALMING MEASURES SHOWN HEREON ARE THE PREFERRED MEASURES FOR THIS PROJECT. STOP SIGNS AND SPEED HUMPS SHOULD NOT BE USED FOR TRAFFIC CALMING. FOR ADDITIONAL 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 STREET DESIGN AT THE DISCRETION OF THE DEVELOPER AND WITH APPROVAL FROM THE CITY OF LAS CRUCES STAFF.

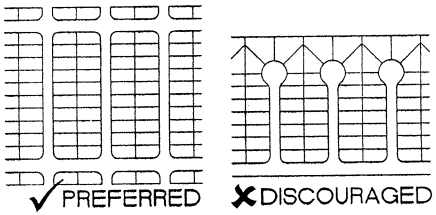


SPEED PILLOW DETAIL
SCALE 1"=4'



CLC FIRE DEPARTMENT
TRUCK TURNING RADIUS
SCALE 1"=20'

ROADWAY LAYOUTS



✓PREFERRED ✗DISCOURAGED

LOCAL STREET DESIGN CONCEPTS

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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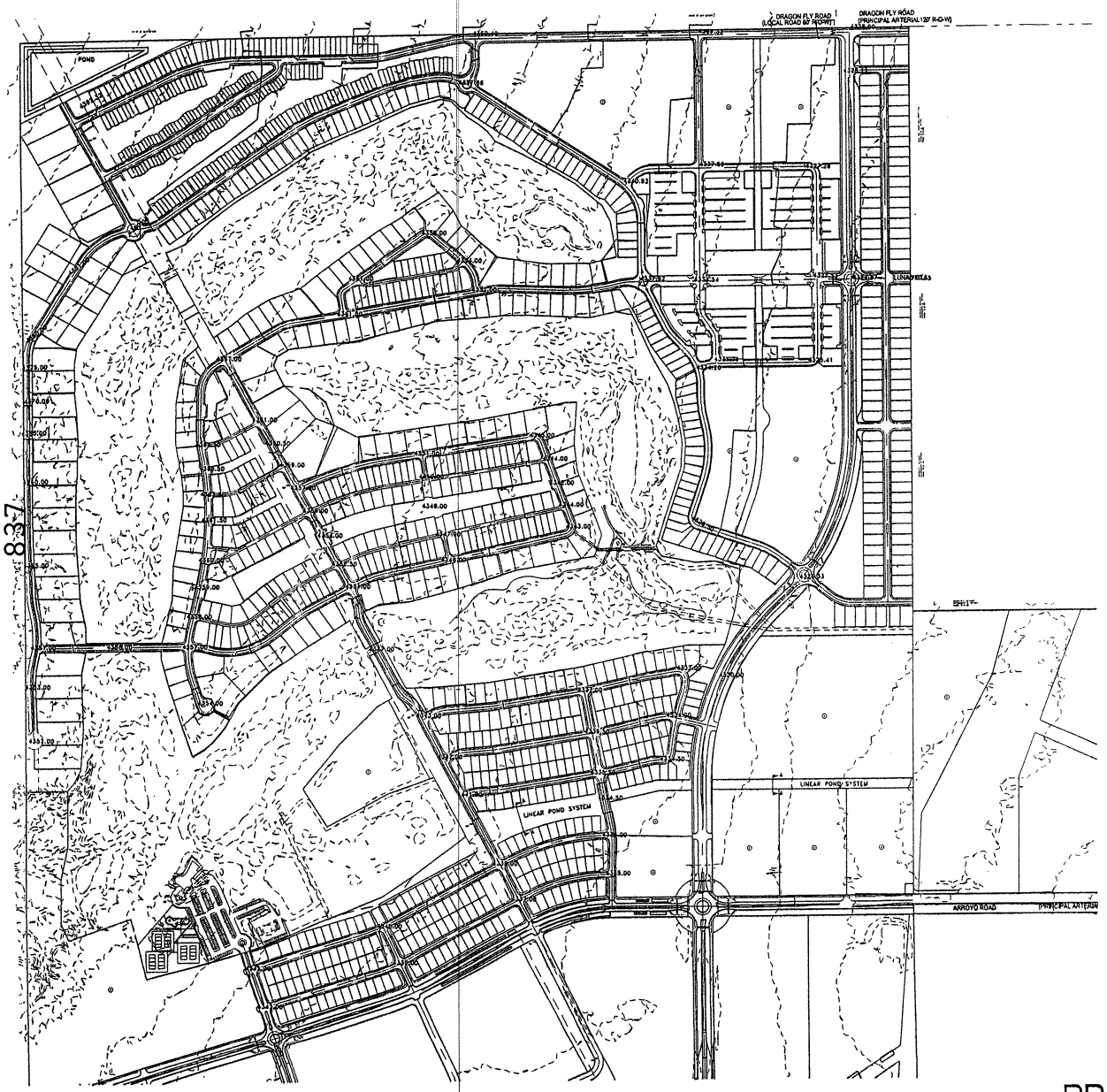
SHEET R4
D137PUDE

836



LOW-IMPACT DEVELOPMENT CONCEPTS

REDUCE IMPERVIOUS AREA AND POST-DEVELOPMENT CURVE NUMBER

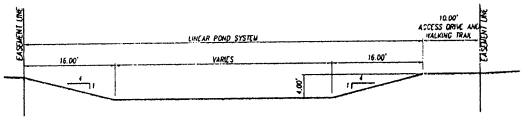
1. Reduce street width (AASHTO, ITE, ASCE guidelines)
2. Provide street trees
3. Provide street swales
4. Encourage shared driveways
5. Weed barrier prohibited

DRAINAGE APPROACH

1. Detain 100-Year runoff from Goat Mountain (Approx. 15.2 acre-feet)
2. A regional pond system will be constructed to detain increases in runoff.
3. All building/housing development shall harvest rain water at a rate of ½ cubic foot per square foot of total site land area. On-lot or regional water harvesting can be used to address this requirement. Water harvesting shall be at least 9" deep and at least 5' from any structure and 2' from property lines, whichever is greater.
4. Swales shall be provided for road runoff.
5. The regional pond system shall outlet to the Isaacks Lake playa.
6. The ponding and water harvesting system will reduce drainage-crossing needs at roadways, including arterials.
7. Pond in medians of arterials to address flat slopes
8. Follow historic flow paths where possible
9. Final drainage reports must show how all elements of system tie together.
10. Erosion control will be provided where velocities 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 pervious pavements in large parking lots
4. Encourage increased landscaping in large parking lots
5. Encourage water harvesting on all land uses



LINEAR POND CROSS-SECTION A-A
SCALE: NTS

PUD AMENDMENT #1

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NORTH

PRELIMINARY GRADING PLAN

SCALE 1"=300'

SHEET
G1

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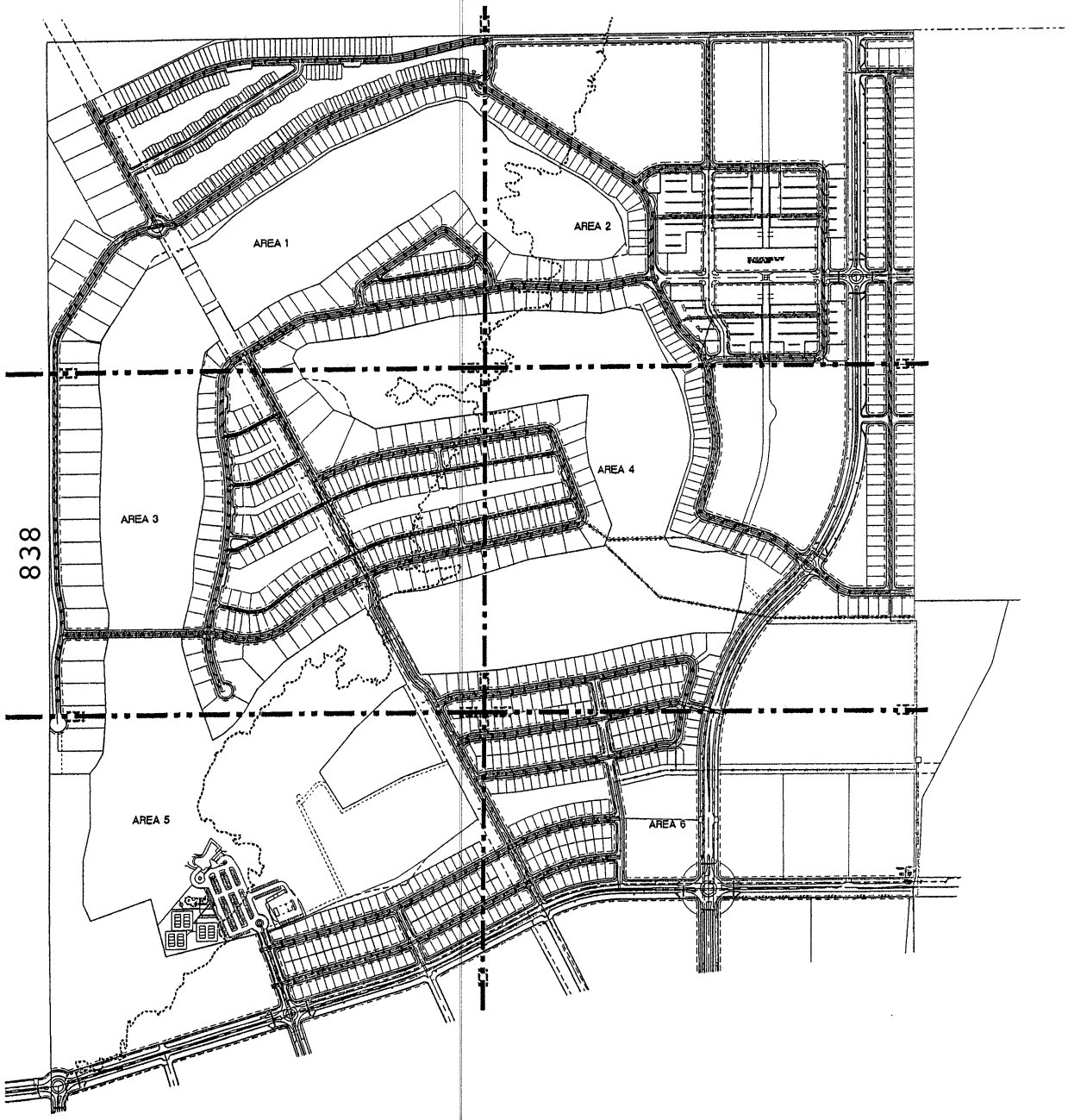
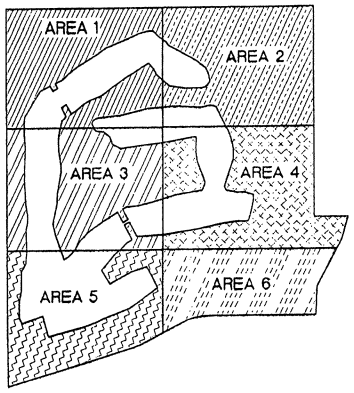
837





KEY PLAN

WATER INFRASTRUCTURE NOTE

THIS PUD INCLUDES AREAS WITHIN THE CITY'S ZONE 1 AND ZONE 2 WATER PRESSURE SERVICE ZONES. MAJOR WATER INFRASTRUCTURE WILL BE REQUIRED TO SERVE THE DENSITY THAT IS DESCRIBED IN THE PUD INCLUDING PRESSURE BOOSTING AND REGULATING SYSTEMS. AN ADDITIONAL TRANSMISSION LINE WILL BE REQUIRED BEFORE THE CAPACITY IN THE EXISTING 16" WATER LINE IN ARROYO ROAD IS EXCEEDED.

LEGEND

2"G — 2"G	NEW 2" GAS LINE
4"G — 4"G	NEW 4" GAS LINE
8"H.P. — 8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
EX 4"G — EX 4"G	EXISTING 4" GAS LINE
EX 12"H.P. — EX 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W — 8"W	NEW 8" WATER LINE
12"W — 12"W	NEW 12" WATER LINE
18"W — 18"W	NEW 18" WATER LINE
EX 18"W — EX 18"W	EXISTING 18" WATER LINE
EX 12"W — EX 12"W	EXISTING 12" WATER LINE
FUT 18"W — FUT 18"W	FUTURE 18" WATER LINE
8"S — 8"S	NEW 12" SEWER LINE
12"S — 12"S	NEW 12" SEWER LINE
15"S — 15"S	FUTURE 15" SEWER LINE
FM — FM	NEW SEWER FORCE MAIN
EX 10"FM — EX 10"FM	EXISTING 10" FORCED MAIN
48"SD — 48"SD	NEW 48" STORM DRAIN
o	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

NORTH

OVERALL MASTER UTILITY PLAN

SCALE 1" = 300'-0"

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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SHEET
U1
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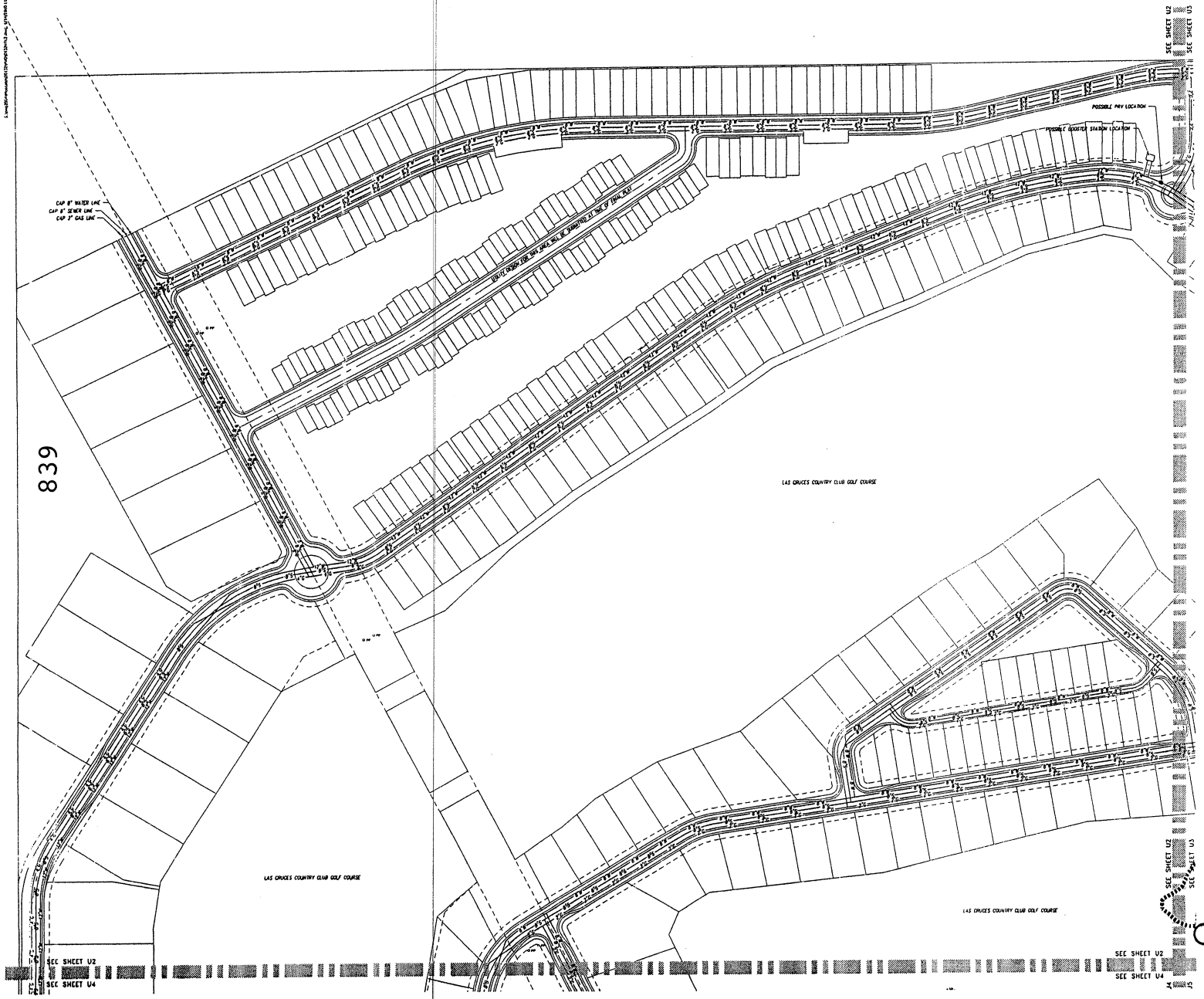

LEGEND

2"G 2"G	NEW 2" GAS LINE
4"G 4"G	NEW 4" GAS LINE
6"H.P. 6"H.P.	NEW 6" HIGH PRESSURE GAS LINE
EX 4"G EX 4"G	EXISTING 4" GAS LINE
EX 12"H.P. EX 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W 8"W	NEW 8" WATER LINE
12"W 12"W	NEW 12" WATER LINE
18"W 18"W	NEW 18" WATER LINE
EX 18"W EX 18"W	EXISTING 18" WATER LINE
EX 12"W EX 12"W	EXISTING 12" WATER LINE
FUT 18"W FUT 18"W	FUTURE 18" WATER LINE
8"S 8"S	NEW 12" SEWER LINE
12"S 12"S	NEW 12" SEWER LINE
15"S 15"S	FUTURE 15" SEWER LINE
FM FM	NEW SEWER FORCE MAIN
EX 10"FM EX 10"FM	EXISTING 10" FORCED MAIN
48"SD 48"SD	NEW 48" STORM DRAIN
○	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

PUD AMENDMENT #1

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BRIGHT VIEW LAND CO.
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11/30/09	SUBMITTAL #3

NORTH

AREA 1 CONCEPTUAL UTILITY PLAN

SCALE 1" = 100'-0"

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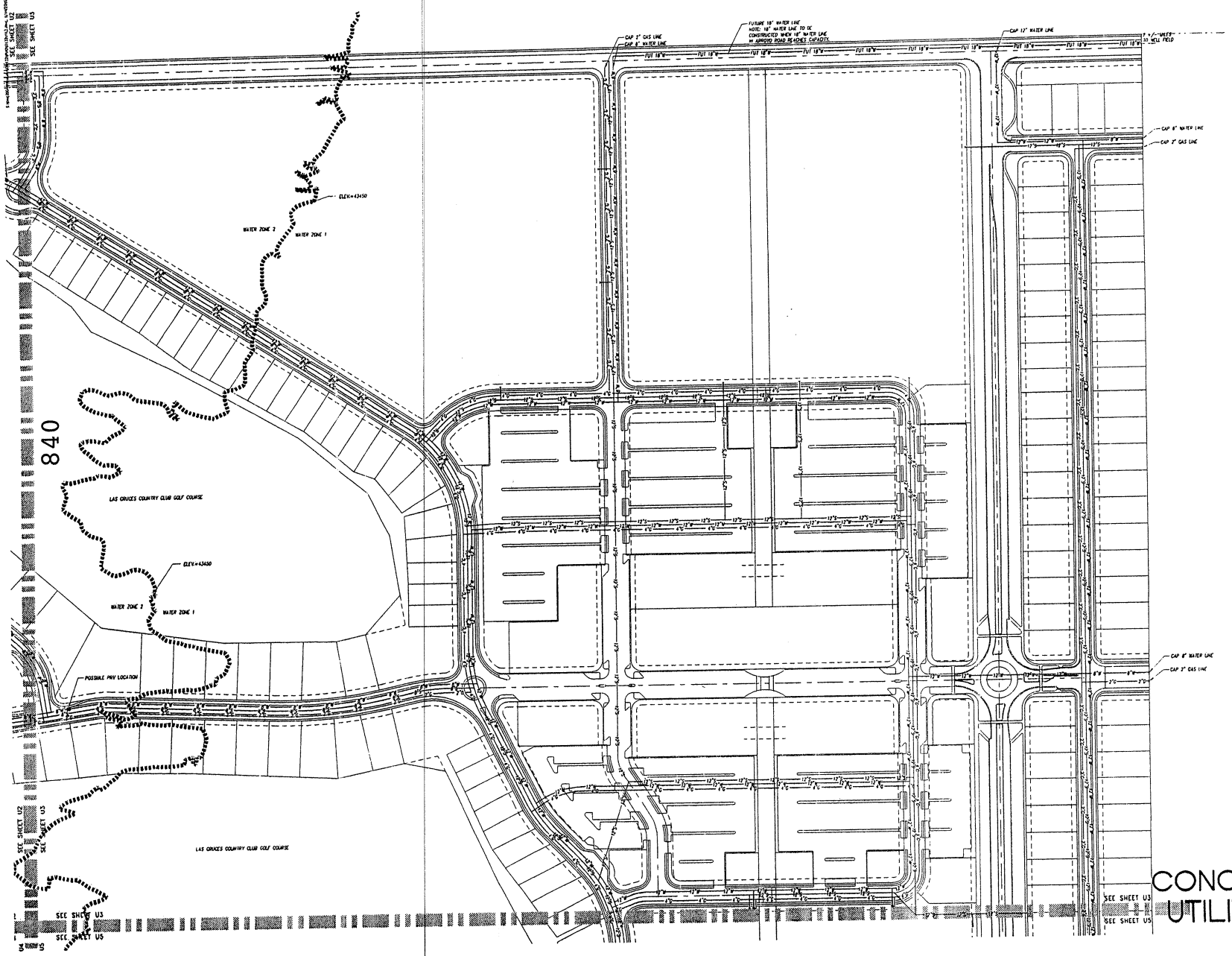
SHEET U2

D137UTL7



LEGEND

2"G — 2"G	NEW 2" GAS LINE
4"G — 4"G	NEW 4" GAS LINE
8"H.P. — 8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
EX 4"G — EX 4"G	EXISTING 4" GAS LINE
EX 12"H.P. — EX 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W — 8"W	NEW 8" WATER LINE
12"W — 12"W	NEW 12" WATER LINE
18"W — 18"W	NEW 18" WATER LINE
EX 18"W — EX 18"W	EXISTING 18" WATER LINE
EX 12"W — EX 12"W	EXISTING 12" WATER LINE
FUT 18"W — FUT 18"W	FUTURE 18" WATER LINE
8"S — 8"S	NEW 12" SEWER LINE
12"S — 12"S	NEW 12" SEWER LINE
15"S — 15"S	FUTURE 15" SEWER LINE
FU — FU	NEW SEWER FORCE MAIN
EX 10"FU — EX 10"FU	EXISTING 10" FORCED MAIN
48"SD — 48"SD	NEW 48" STORM DRAIN
	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

NORTH

AREA 2 CONCEPTUAL UTILITY PLAN

SCALE 1" = 100'-0"

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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SHEET U3

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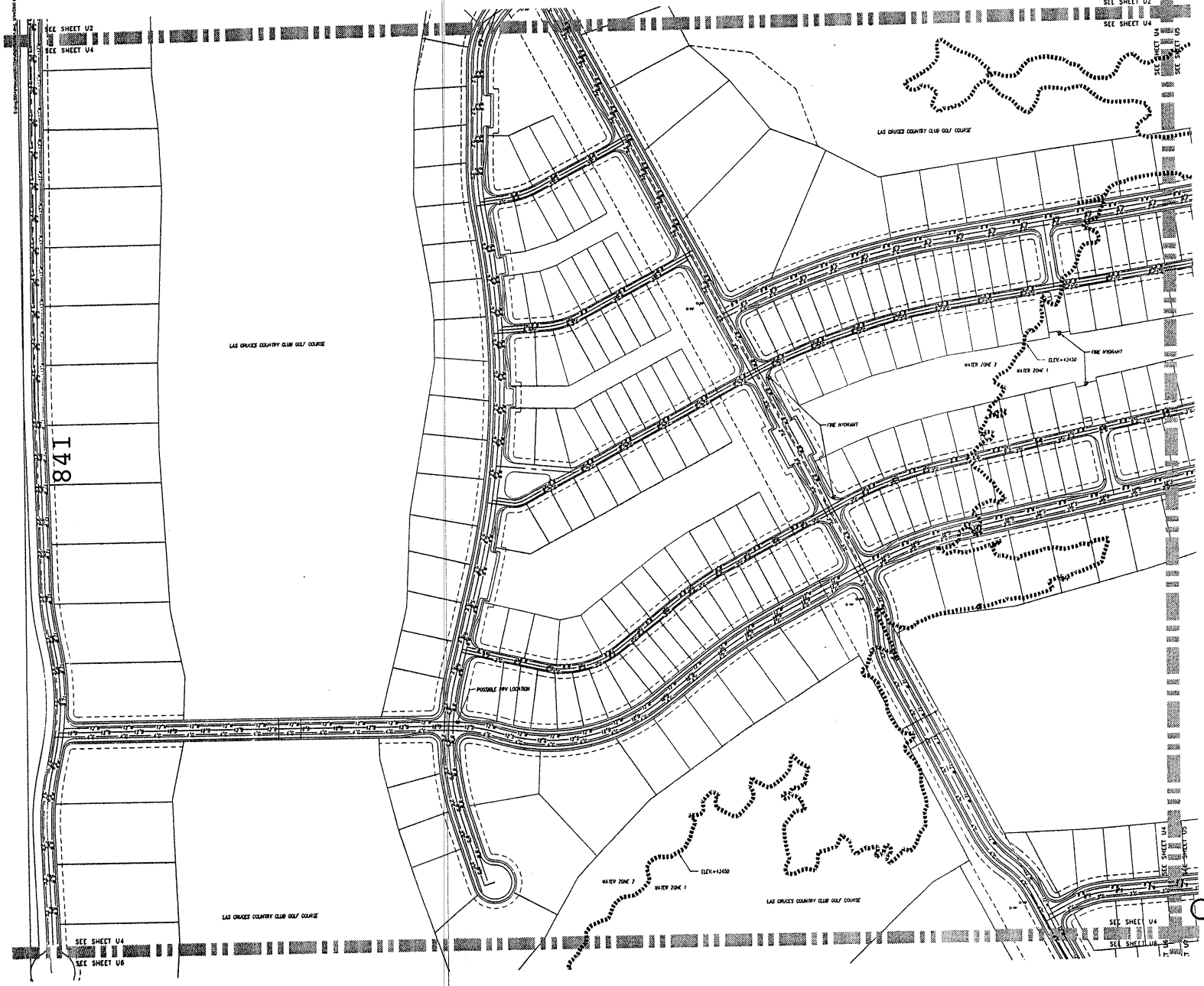

LEGEND

2"G	NEW 2" GAS LINE
4"G	NEW 4" GAS LINE
8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
EX 4"G	EXISTING 4" GAS LINE
EX 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W	NEW 8" WATER LINE
12"W	NEW 12" WATER LINE
18"W	NEW 18" WATER LINE
EX 18"W	EXISTING 18" WATER LINE
EX 12"W	EXISTING 12" WATER LINE
FUT 18"W	FUTURE 18" WATER LINE
8"S	NEW 12" SEWER LINE
12"S	NEW 12" SEWER LINE
15"S	FUTURE 15" SEWER LINE
FM	NEW SEWER FORCE MAIN
EX 10"FM	EXISTING 10" FORCED MAIN
48"SD	NEW 48" STORM DRAIN
☼	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

PUD AMENDMENT #1

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BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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2/4/09	SUBMITTAL #2
2/30/09	SUBMITTAL #3

NORTH

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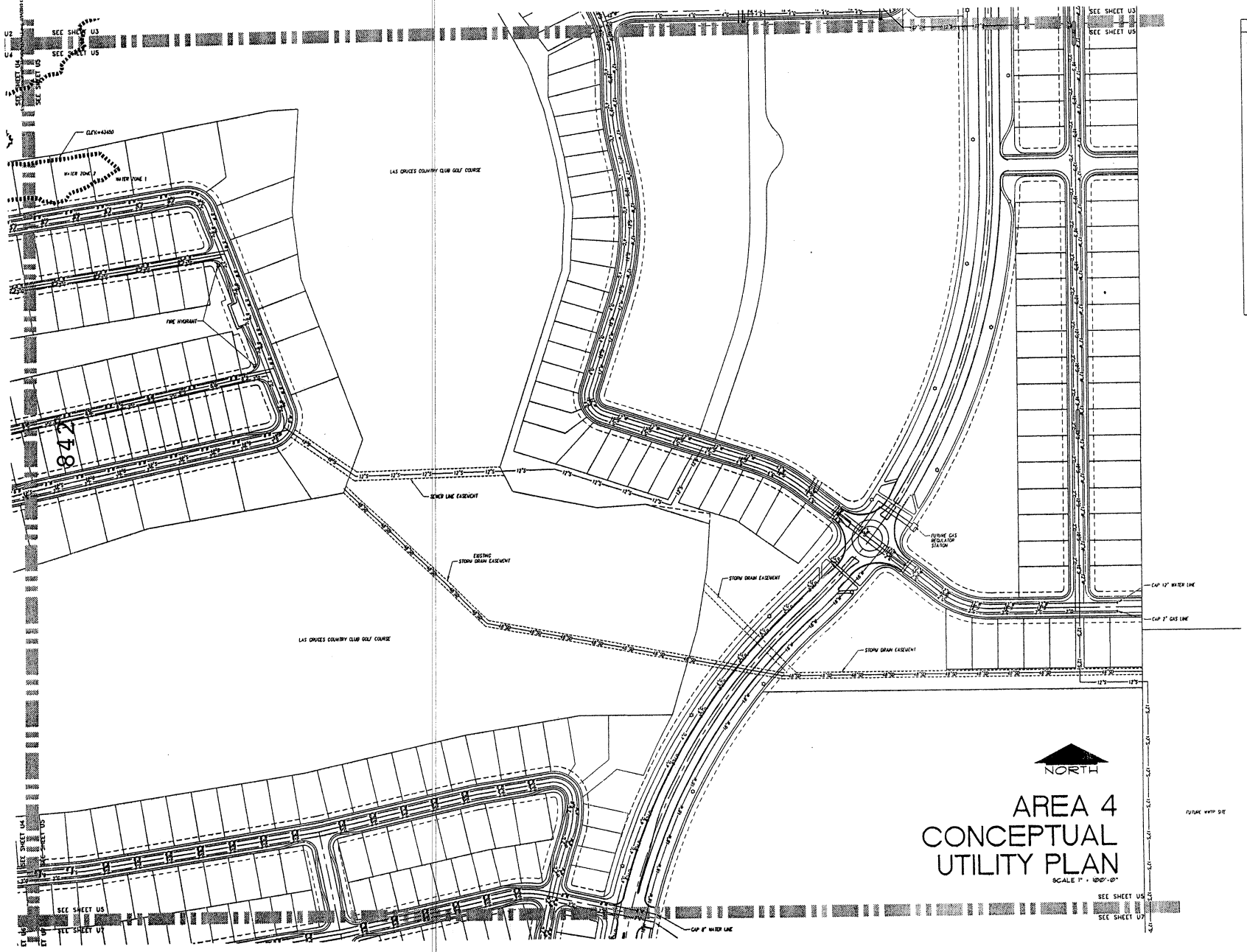
AREA 3 CONCEPTUAL UTILITY PLAN

SCALE 1" = 100'-0"

SHEET U4

D132UTL4



AREA 4 CONCEPTUAL UTILITY PLAN

SCALE 1" = 100'-0"

LEGEND

2"G	NEW 2" GAS LINE
4"G	NEW 4" GAS LINE
8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
(E) 4"G	EXISTING 4" GAS LINE
(E) 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W	NEW 8" WATER LINE
12"W	NEW 12" WATER LINE
18"W	NEW 18" WATER LINE
(E) 18"W	EXISTING 18" WATER LINE
(E) 12"W	EXISTING 12" WATER LINE
FUT 18"W	FUTURE 18" WATER LINE
8"S	NEW 12" SEWER LINE
12"S	NEW 12" SEWER LINE
15"S	FUTURE 15" SEWER LINE
FM	NEW SEWER FORCE MAIN
(E) 10"FM	EXISTING 10" FORCED MAIN
48"SD	NEW 48" STORM DRAIN
○	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

PUD AMENDMENT #1

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SHEET
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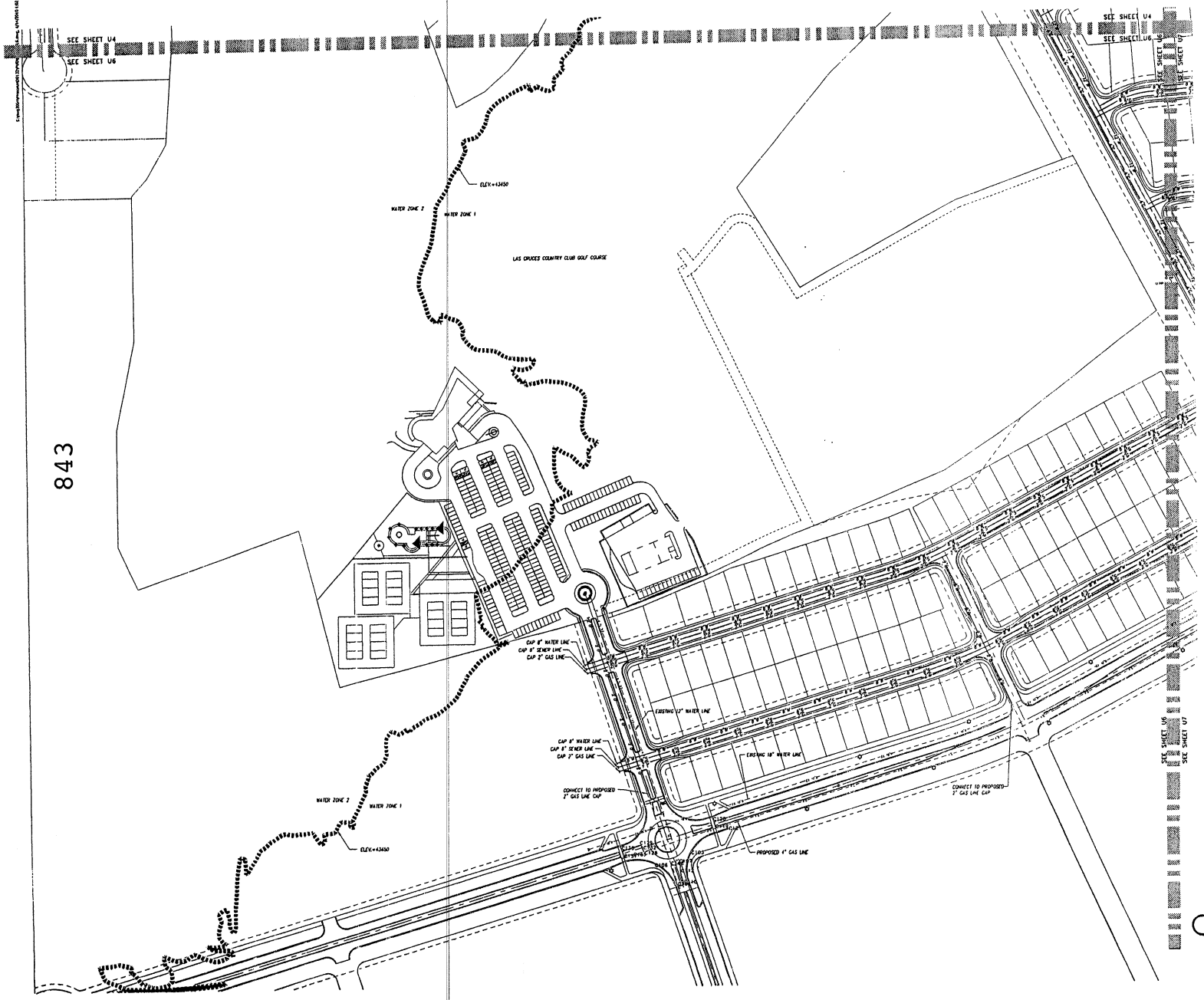

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LEGEND

2"G 2"G	NEW 2" GAS LINE
4"G 4"G	NEW 4" GAS LINE
8"H.P. 8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
(E) 4"G (E) 4"G	EXISTING 4" GAS LINE
(E) 12"H.P. (E) 12"H.P.	EXISTING 12" HIGH PRESSURE GAS LINE
8"W 8"W	NEW 8" WATER LINE
12"W 12"W	NEW 12" WATER LINE
18"W 18"W	NEW 18" WATER LINE
(E) 18"W (E) 18"W	EXISTING 18" WATER LINE
(E) 12"W (E) 12"W	EXISTING 12" WATER LINE
FUT 18"W FUT 18"W	FUTURE 18" WATER LINE
8"S 8"S	NEW 12" SEWER LINE
12"S 12"S	NEW 12" SEWER LINE
15"S 15"S	FUTURE 15" SEWER LINE
FW FW	NEW SEWER FORCE MAIN
(E) 10"W (E) 10"W	EXISTING 10" FORCED MAIN
48"SD 48"SD	NEW 48" STORM DRAIN
○	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

PUD AMENDMENT #1

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NORTH

AREA 5 CONCEPTUAL UTILITY PLAN

SCALE 1" = 100'-0"

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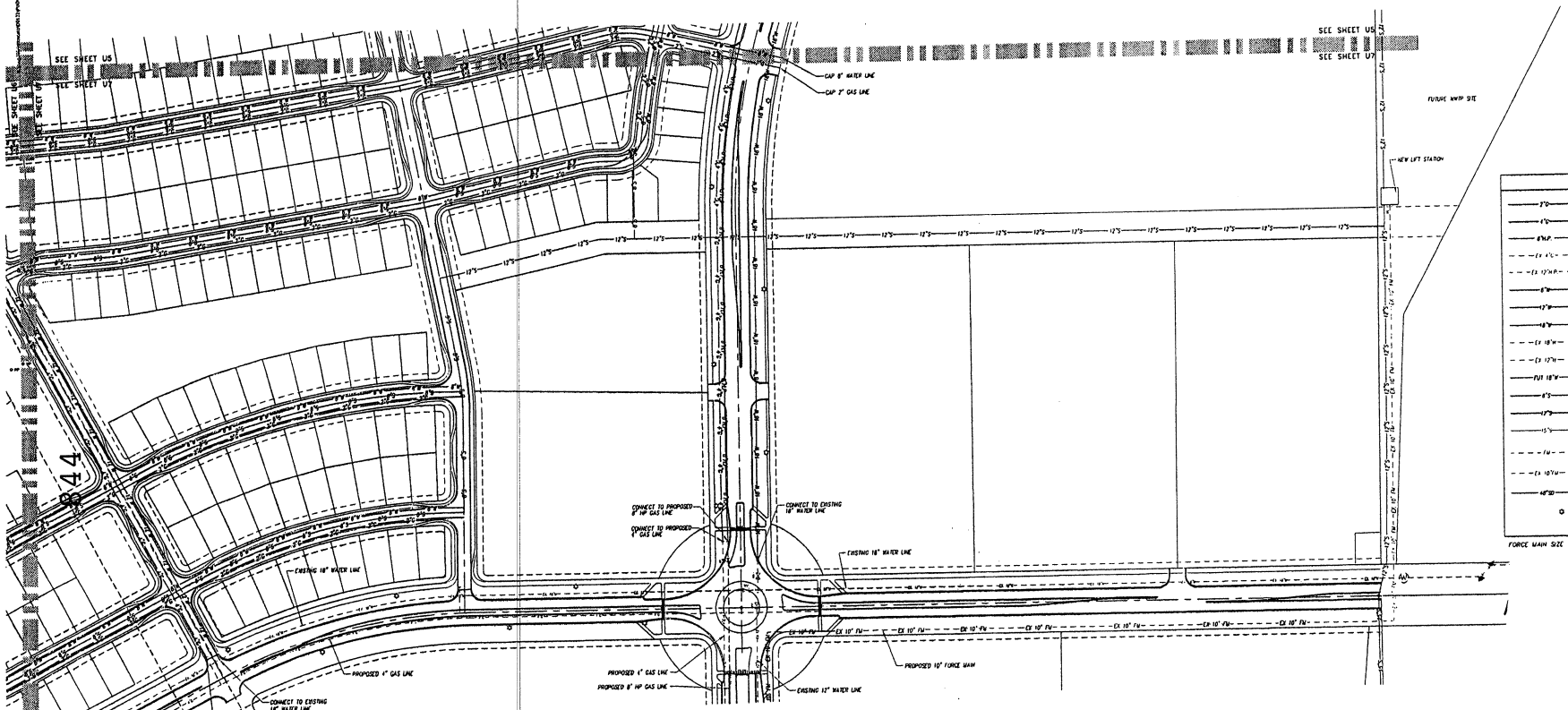
SHEET U6

D137UTL6



LEGEND

2"G 2"G	NEW 2" GAS LINE
4"G 4"G	NEW 4" GAS LINE
8"H.P. 8"H.P.	NEW 8" HIGH PRESSURE GAS LINE
(Ex 4"G) (Ex 4"G)	EXISTING 4" GAS LINE
(Ex 12"H.P.) (Ex 12"H.P.)	EXISTING 12" HIGH PRESSURE GAS LINE
8"W 8"W	NEW 8" WATER LINE
12"W 12"W	NEW 12" WATER LINE
18"W 18"W	NEW 18" WATER LINE
(Ex 18"W) (Ex 18"W)	EXISTING 18" WATER LINE
(Ex 12"W) (Ex 12"W)	EXISTING 12" WATER LINE
FUT 18"W FUT 18"W	FUTURE 18" WATER LINE
8"S 8"S	NEW 12" SEWER LINE
12"S 12"S	NEW 12" SEWER LINE
15"S 15"S	FUTURE 15" SEWER LINE
FM FM	NEW SEWER FORCE MAIN
(Ex 10"FM) (Ex 10"FM)	EXISTING 10" FORCED MAIN
48"SD 48"SD	NEW 48" STORM DRAIN
○	NEW STREET LIGHT

FORCE MAIN SIZE TO BE DETERMINED BY FINAL DESIGN

SOME UTILITIES ALONG SONOMA RANCH BLVD. AND ARROYO ROAD ARE LABELED AS EXISTING. THEY ARE BEING INCLUDED WITH CONSTRUCTION DRAWINGS ALREADY SUBMITTED. IF THEY ARE NOT IN PLACE WHEN CONSTRUCTION FOR THIS PUD STARTS, THEY WILL BE INCLUDED IN THAT SET OF CONSTRUCTION DRAWINGS.

PUD AMENDMENT #1

METRO VERDE

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AREA 6 CONCEPTUAL UTILITY PLAN

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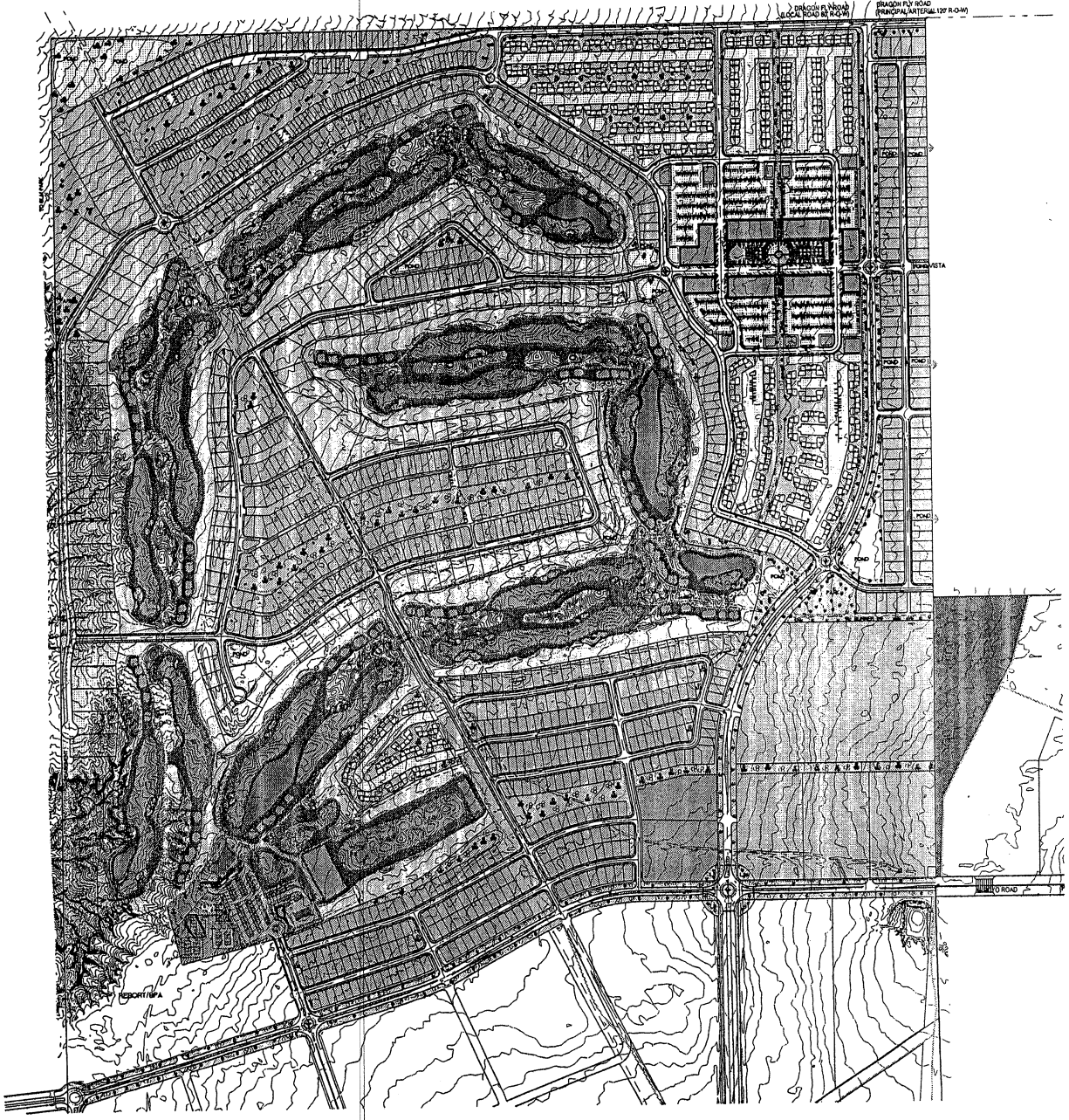
website www.dentonventures.com

SHEET

U7

D137UTL1



COLOR	LAND USE	BUILDING STUDY
	SINGLE-FAMILY	
	SINGLE-FAMILY MEDIUM UNITS	
	SINGLE-FAMILY LARGE UNITS	
	COURTYARD HOMES	SHEET S7
	CASITAS	SHEET S8
	TOWNHOMES	SHEETS S9-S14
	6/8 PLEX	SHEETS S3-S6
	MULTI FAMILY	
	RESORT	
	RETAIL/ COMMERCIAL	SHEET S2
	LIGHT INDUSTRIAL	
	WASTE WATER TREATMENT PLANT	

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/05	SUBMITTAL #1
12/4/05	SUBMITTAL #2
12/30/05	SUBMITTAL #3

NORTH

denton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405
email barb@dentonventures.com
website www.dentonventures.com

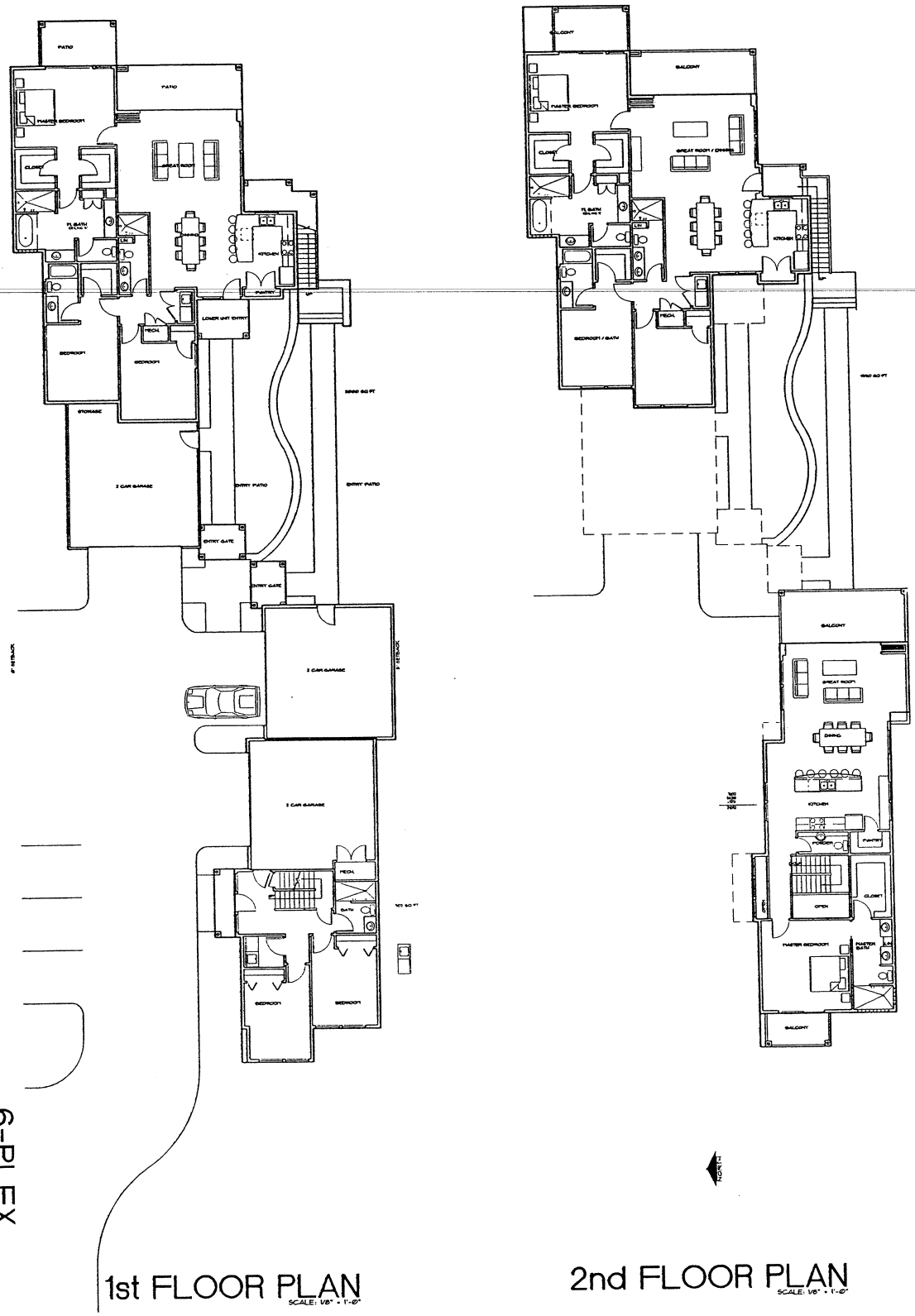
METRO VERDE DEVELOPMENT PLAN

SCALE 1" = 300'-0"

SHEET S1

D132MVALL

845



6-PLEX

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

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

PUD AMENDMENT #1

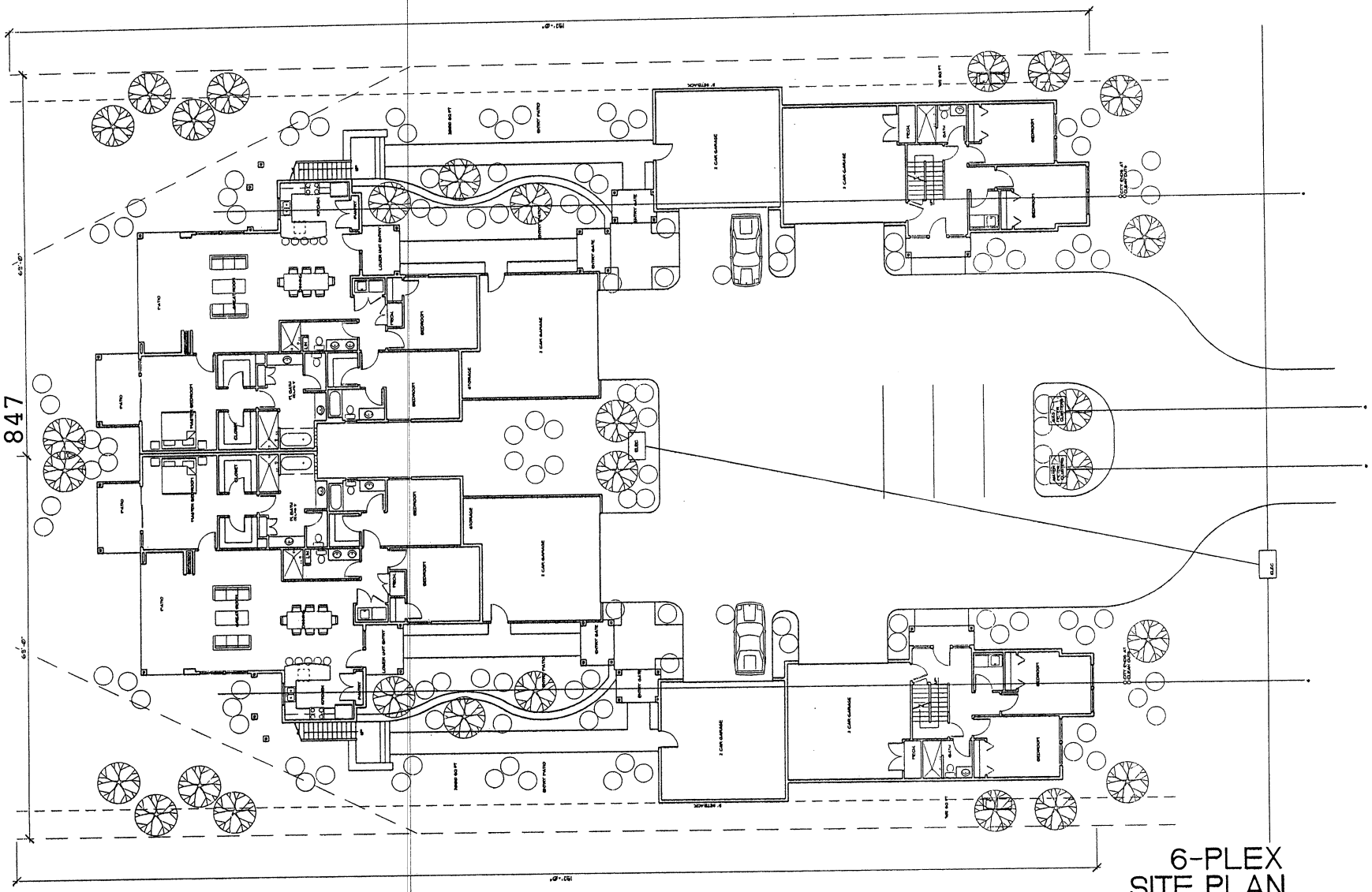
METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

dentonventures, inc.
2400 Rosemont Blvd.
Las Cruces, NM 88011
office 575.525.6241
fax 575.525.6405

SHEET
S3
D1376C1



6-PLEX SITE PLAN

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

PUD AMENDMENT #1

METRO VERDE

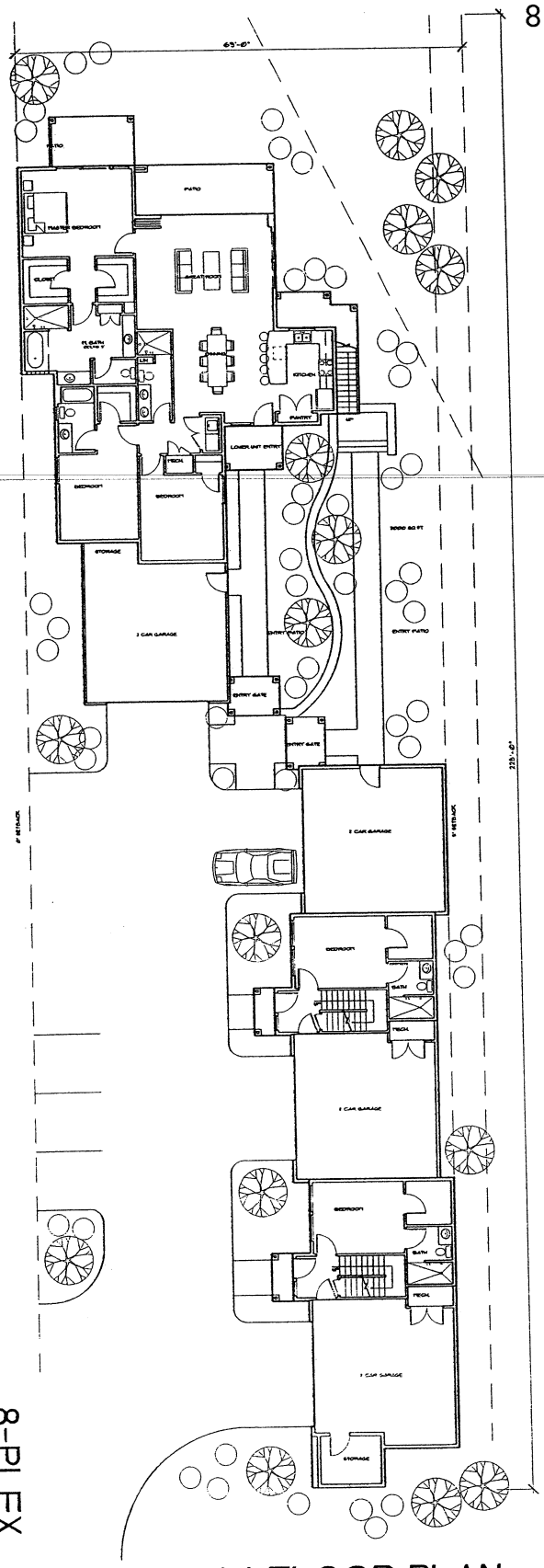
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

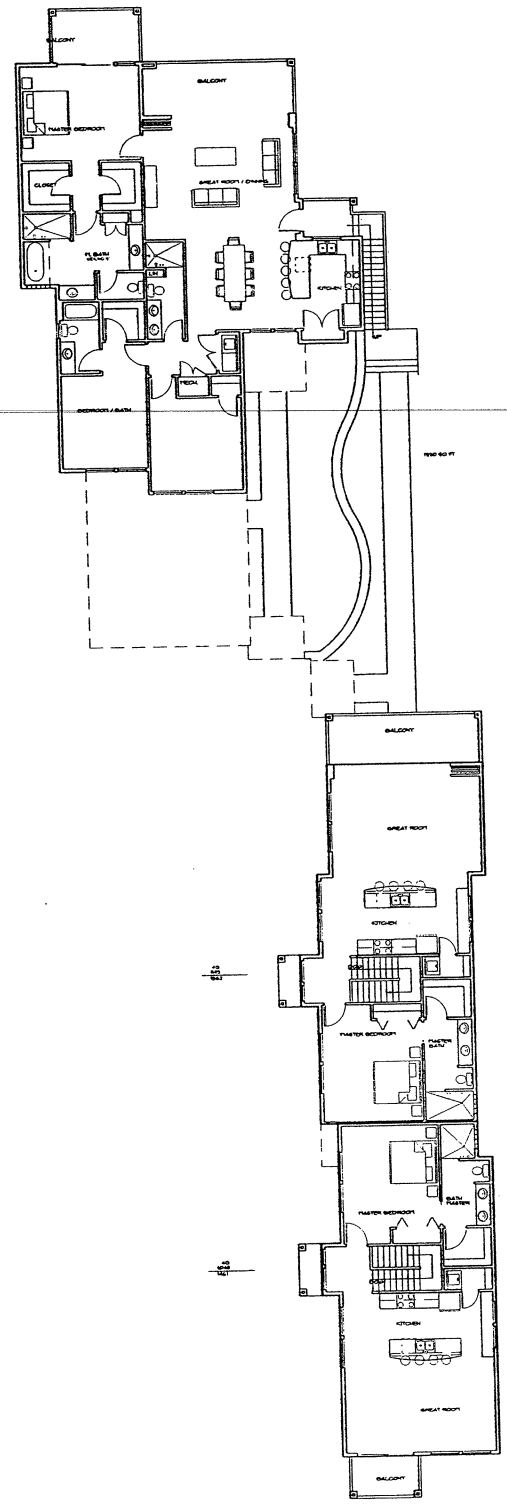
denton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

SHEET
S4
D132GC1

848



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



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

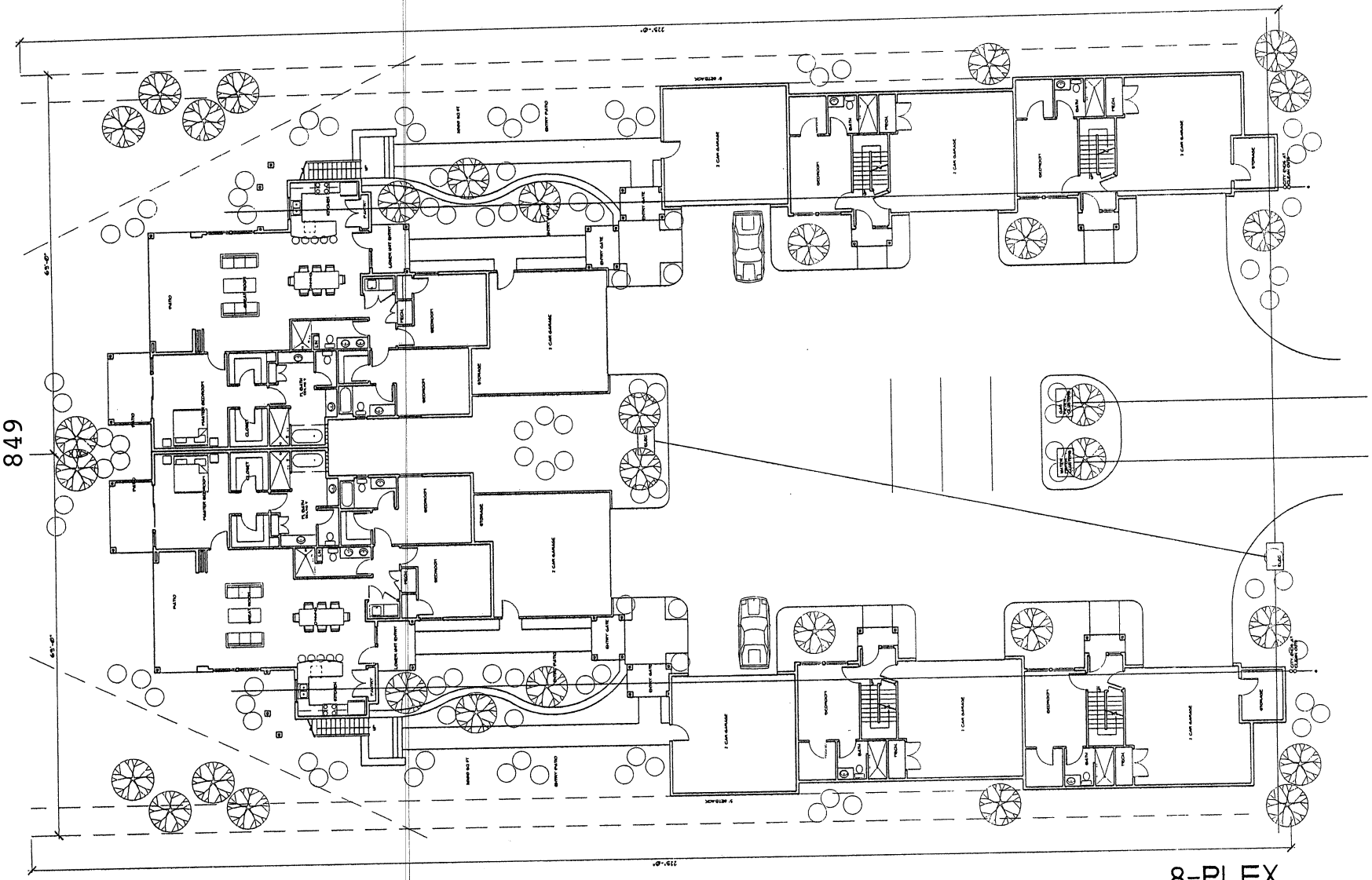
8-PLEX

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

DATE	PHASE
10/28/05	SUBMITTAL #1
12/4/05	SUBMITTAL #2
12/30/05	SUBMITTAL #3

denton ventures, inc.

SHEET
S5
D13GC1



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

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
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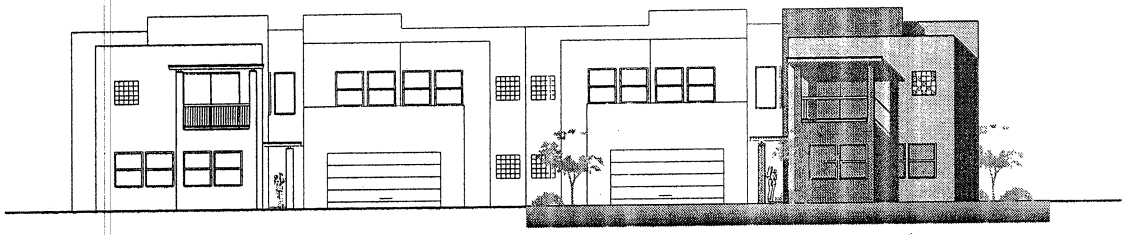
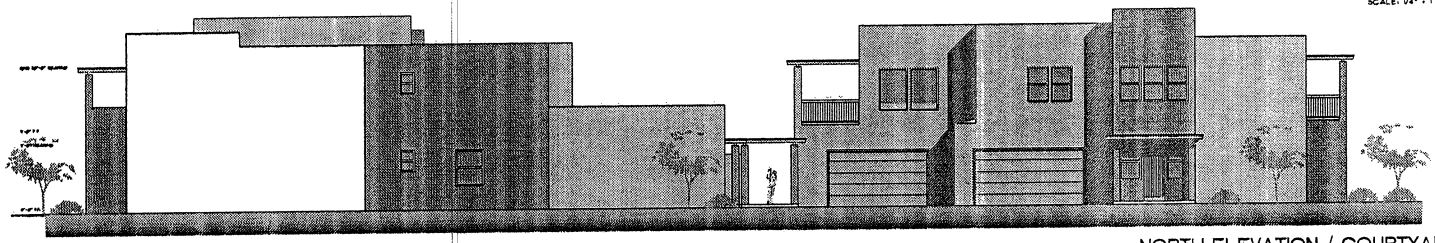
12/30/09	SUBMITTAL #3

danton ventures, inc.
architecture + engineering + planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

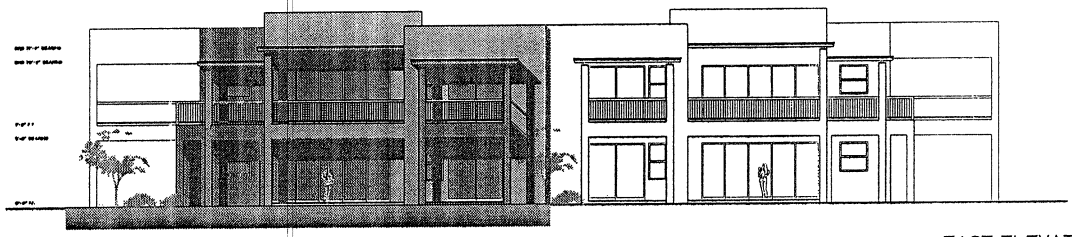
SHEET
S6
D132GC1



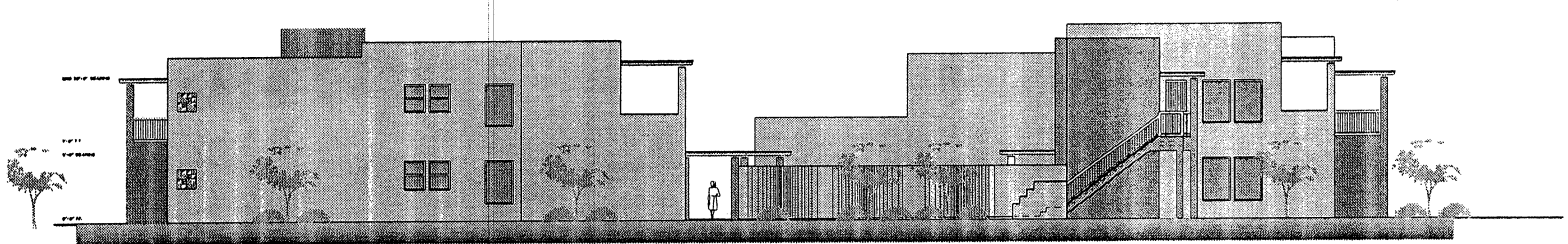
WEST ELEVATION / ENTRY DRIVE
SCALE: 1/4" = 1'-0"



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

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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12/30/09	SUBMITTAL #3

danton ventures, inc.
architecture • engineering • planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

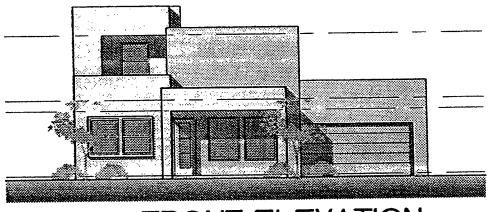
SHEET
S6a
D132GC2

850

ARROYO ROAD ELEVATION

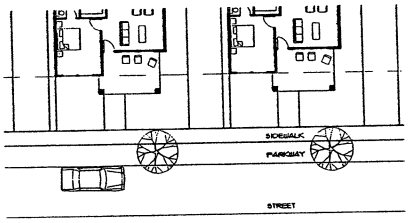
SCALE: 1/16" = 1'-0"

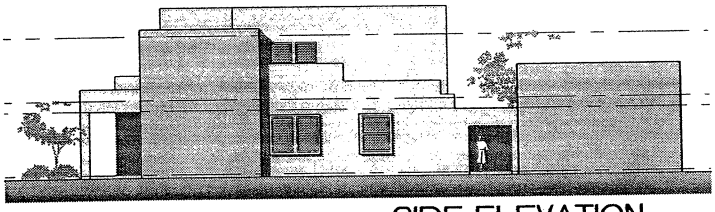
1. SEWER, WATER AND GAS UTILITIES WILL BE CONSTRUCTED IN THE STANDARD LOCATIONS.
2. THE GAS SERVICE WILL REQUIRE A VARIANCE.



FRONT ELEVATION

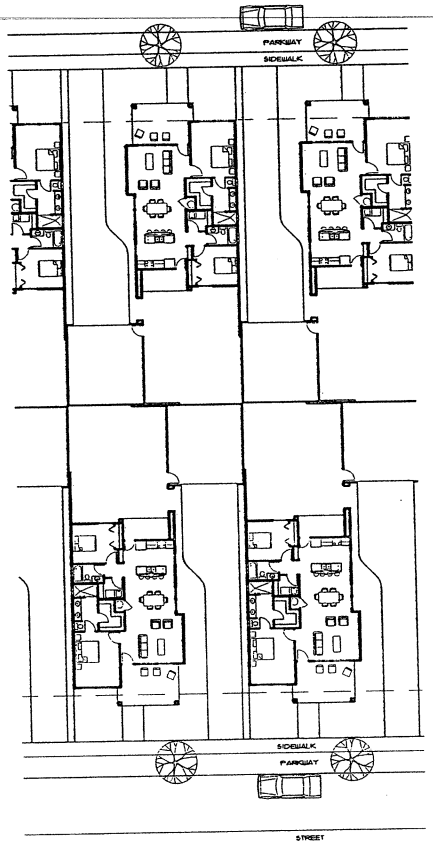
SCALE: 1/8" = 1'-0"

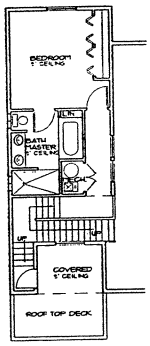




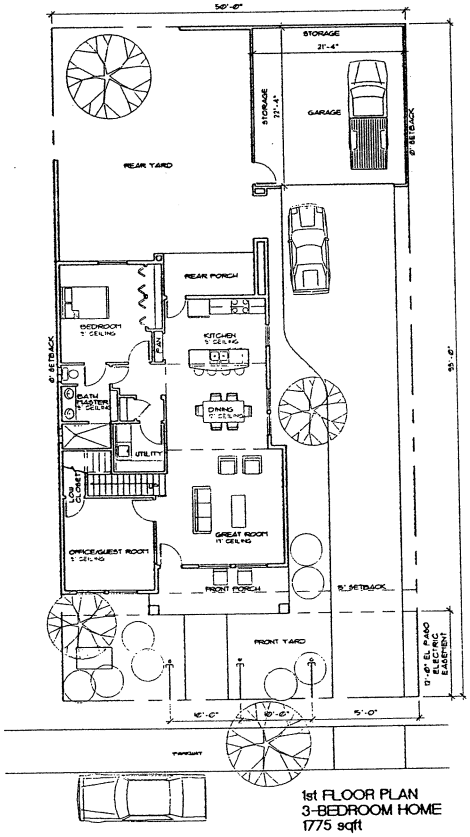
SIDE ELEVATION

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





2nd FLOOR PLAN



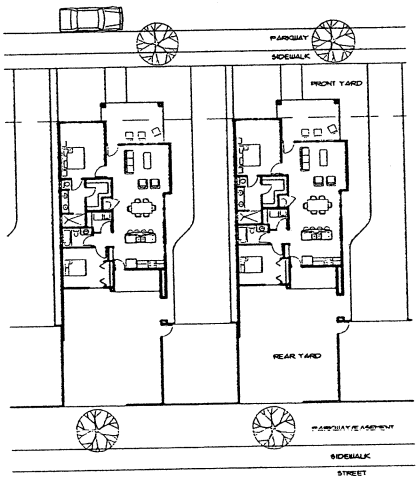
1st FLOOR PLAN
3-BEDROOM HOME
1775 sqft

UTILITY NOTES:

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

FLOOR PLAN

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



SITE PLAN

SCALE: 1/16" = 1'-0"

CASITAS

PUD AMENDMENT #1

METRO VERDE

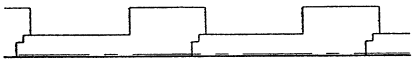
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/20/09	SUBMITTAL 1
11/4/09	SUBMITTAL 2
11/30/09	SUBMITTAL 3

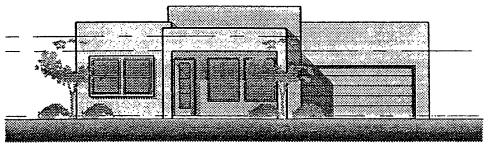
danion ventures, inc.
architecture / planning
1141 desert hills drive
las cruces, nm 88011
tel: 575.523.9000
fax: 575.523.9001

SHEET S8

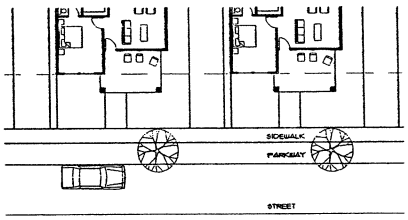
D03C3

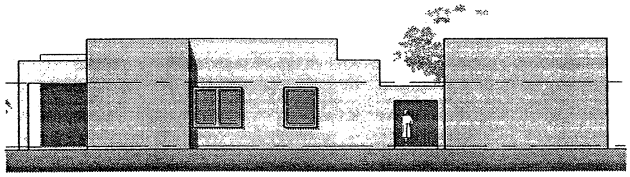


ARROYO ROAD ELEVATION
SCALE: 1/16" = 1'-0"

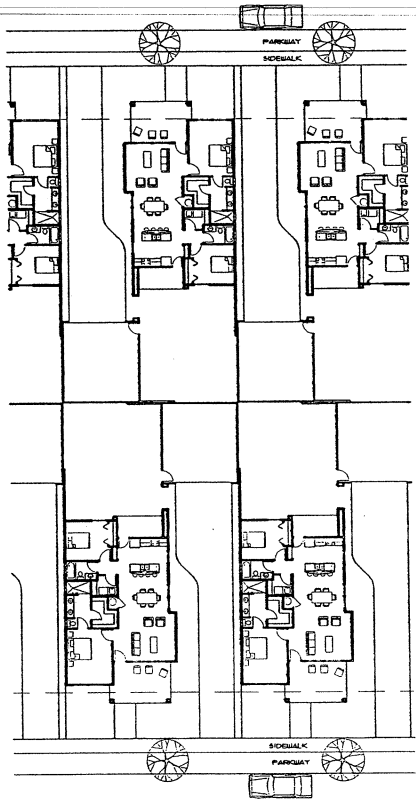


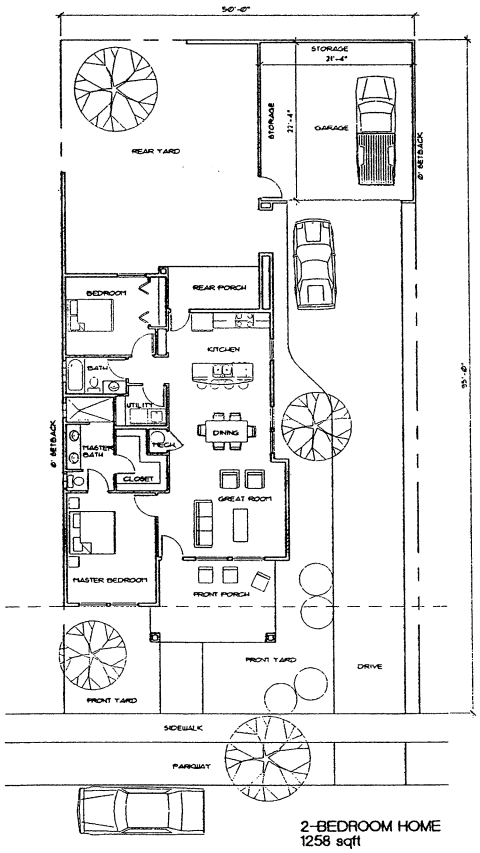
FRONT ELEVATION
SCALE: 1/8" = 1'-0"





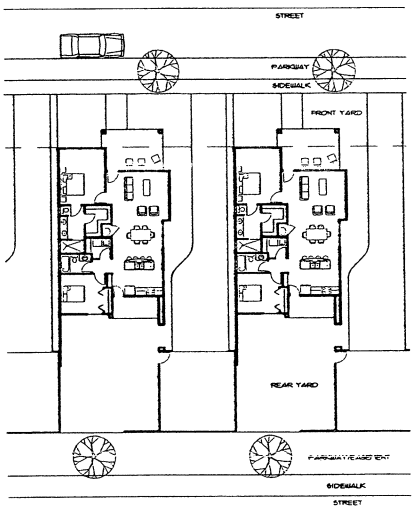
SIDE ELEVATION
SCALE: 1/8" = 1'-0"





2-BEDROOM HOME
1258 sqft

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



SITE PLAN
SCALE: 1/16" = 1'-0"

CASITAS

PUD AMENDMENT #1

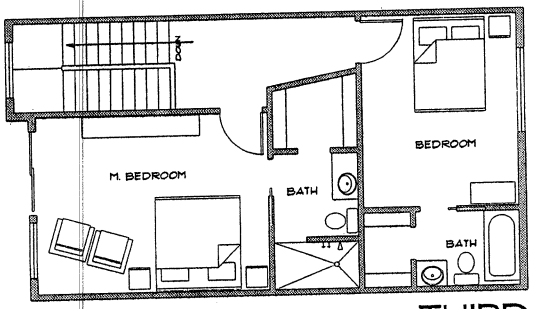
METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

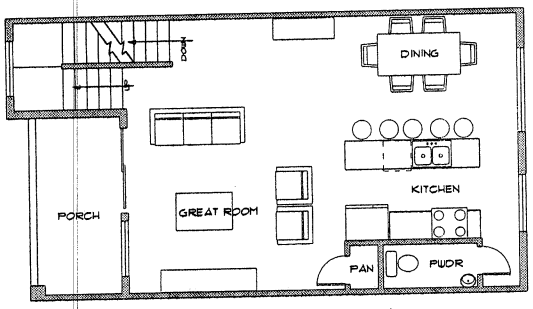
DATE	PHASE
10/28/05	SUBMITTAL 1
12/14/05	SUBMITTAL 2
12/30/05	SUBMITTAL 3

dantan ventures, inc.
architecture & planning
2440 roadrunner parkway
suite 1 las cruces, nm 88011
tel: 575.523.0311
fax: 575.523.0313

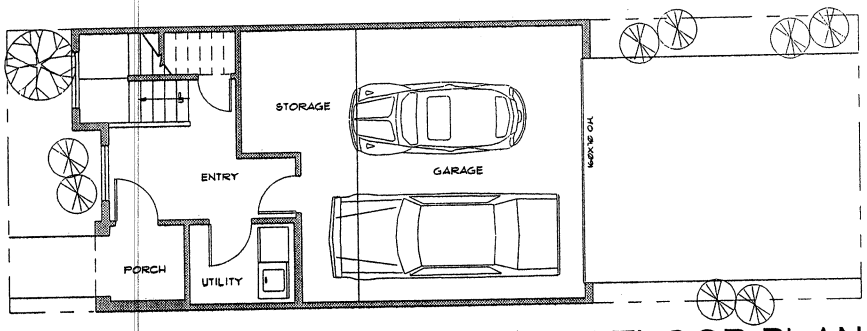
SHEET S8a
DISC 3



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



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



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
1458 SQ. FT.

3 STORY TOWNHOUSE

PUD AMENDMENT #1

METRO VERDE

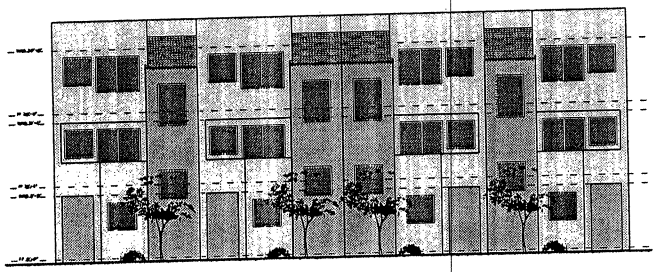
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/03	SUBMITTAL #1
11/4/03	SUBMITTAL #2
11/30/03	SUBMITTAL #3

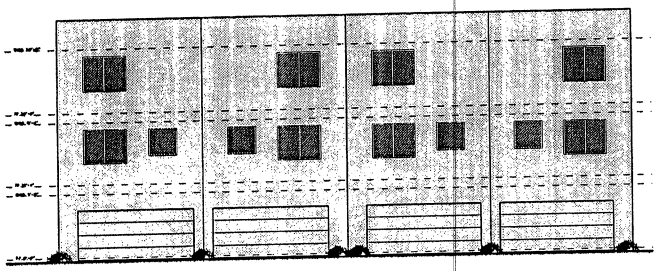
denton ventures, inc.
architecture engineering planning
2480 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

SHEET
S9
D1320LFL

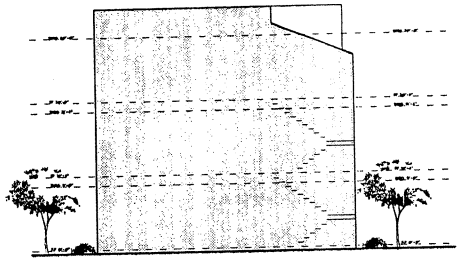
853



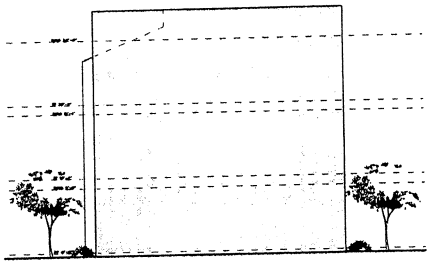
MULTI FRONT ELEVATION
SCALE: 1/8" = 1'-0"



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

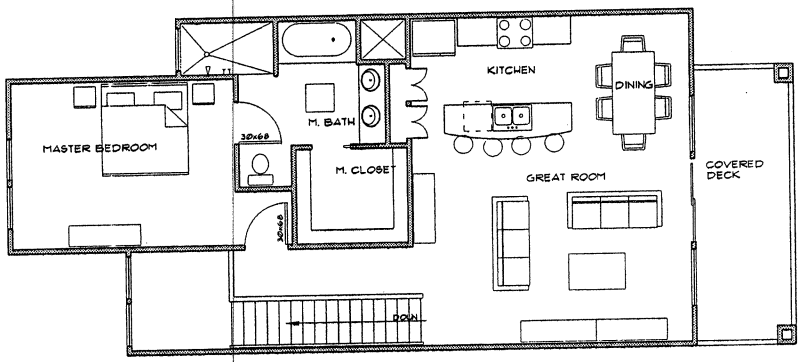
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
architecture • engineering • planning
2680 roadrunner parkway
las cruces, nm 88011
office 575.525.0341
fax 575.525.9405

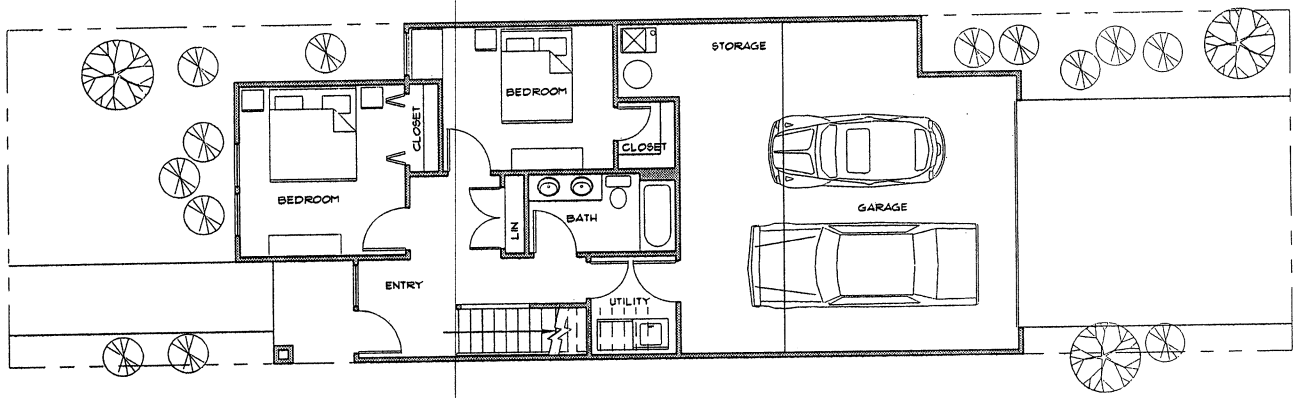
SHEET
S10
D1370LEV

855



SECOND FLOOR PLAN

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



1566 sf 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

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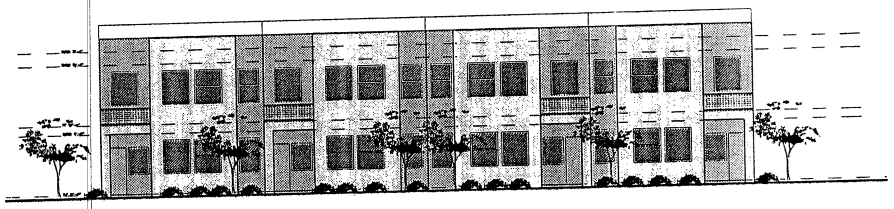
10/28/09	SUBMITTAL #1
11/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

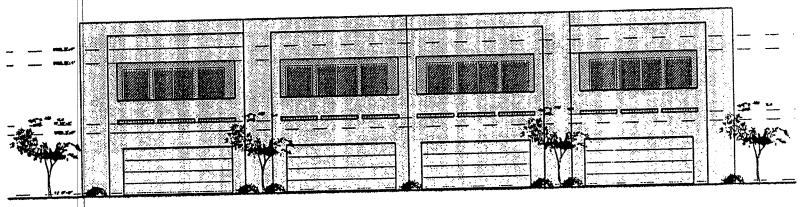
denton ventures, inc.
architecture + engineering + planning
2680 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9406

SHEET S11

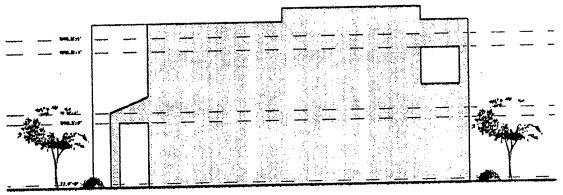
D1371HFL



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

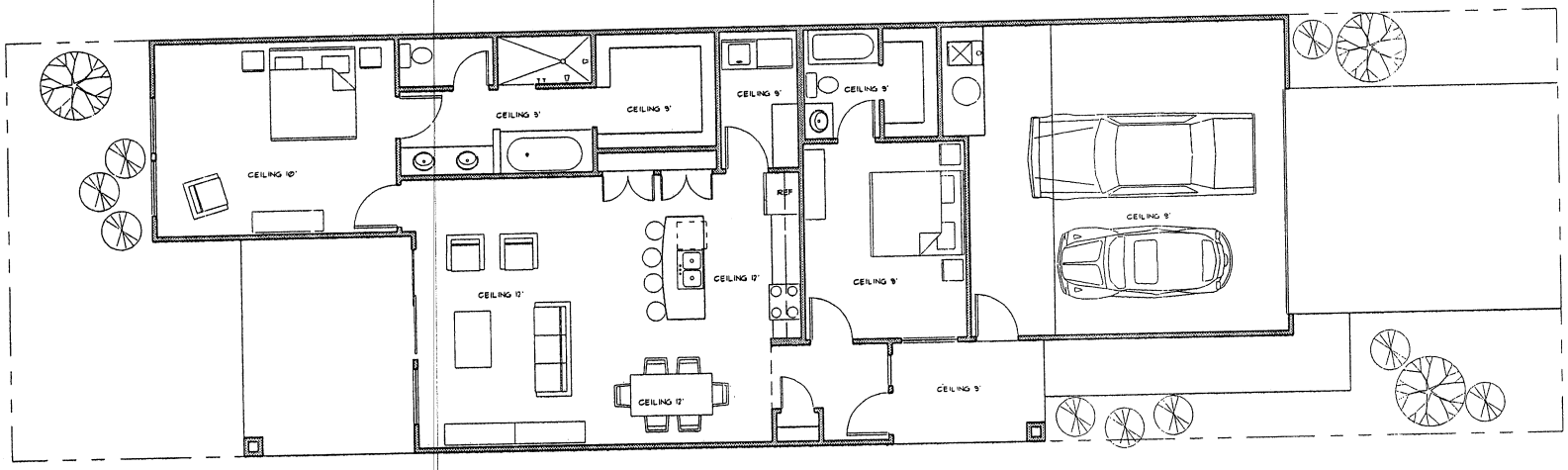
METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
architecture • engineering • planning
2380 roadrunner parkway
las cruces, nm 88011
office 575.525.0741
fax 575.525.9405

SHEET
S12
01327HEV



1403 sf

FLOOR PLAN

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

SINGLE STORY TOWNHOUSE

PUD AMENDMENT #1

METRO VERDE

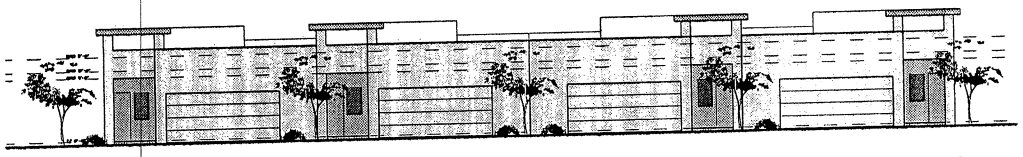
PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/03	SUBMITTAL #1
2/4/05	SUBMITTAL #2
2/30/05	SUBMITTAL #3

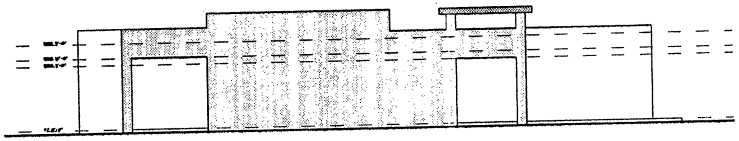
denton ventures, inc.
architecture engineering planning
2680 roadrunner parkway
las cruces, nm 88011
office 575.525.0241
fax 575.525.9405

SHEET
S13
D1375GFL

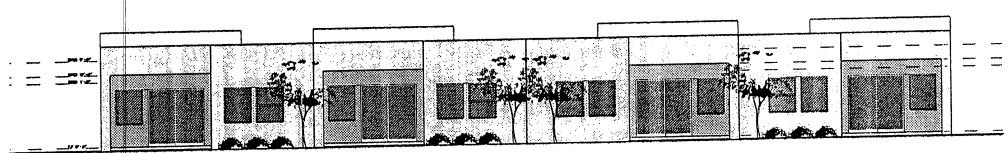
857



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



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



MULTI REAR ELEVATION
SCALE: 1/4" = 1'-0"

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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SINGLE STORY TOWNHOUSE

SHEET S14

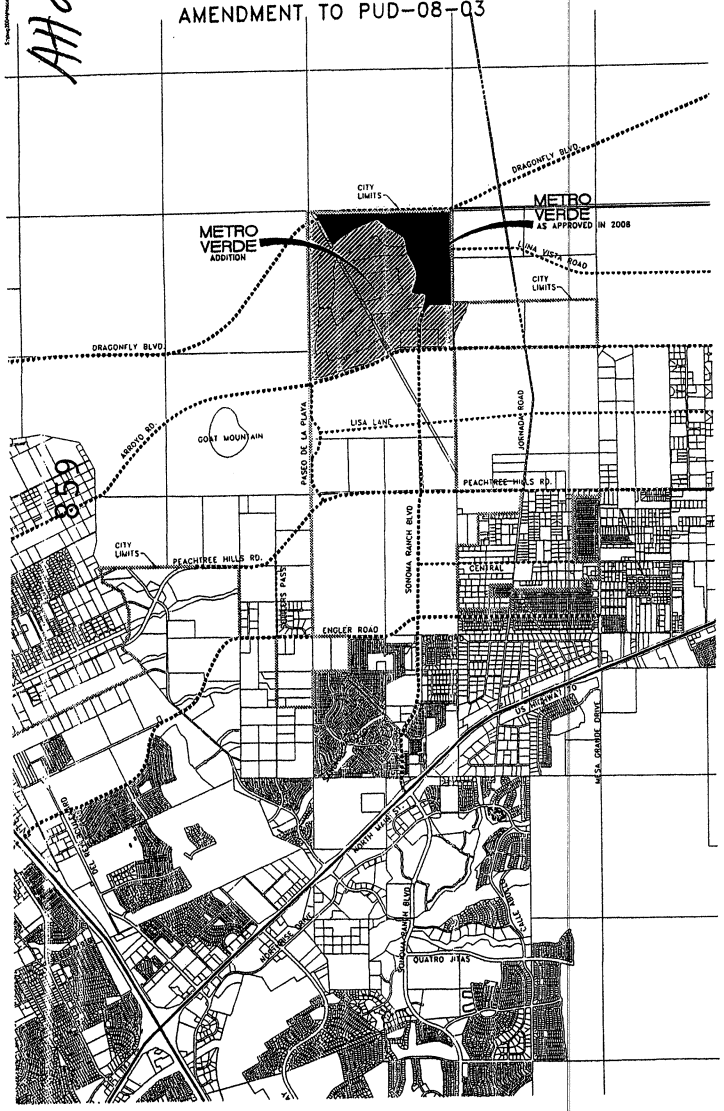
D1375GEV

858

Attachment #5

METRO VERDE

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



VICINITY MAP
NOT TO SCALE

NORTH

FINAL SITE PLAN NOTES:

ROW

ALL 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/BUSINESS & HOMEOWNER'S ASSOCIATION (BHOA) IN ACCORDANCE WITH THE TABLE ON THIS SHEET.

NO FINAL PLAT OF LAND IN METRO VERDE SHALL BE RECORDED UNTIL PAVED ROAD ACCESS AND WATER, SEWER, AND GAS UTILITIES HAVE BEEN EXTENDED TO METRO VERDE. IN ADDITION THIS SUBDIVISION SHALL FOLLOW THE CITY OF LAS CRUCES SUBSTANTIAL COMPLETION POLICY. THIS CONDITION SHALL NOT PRECLUDE EITHER (1) CITY REVIEW OF ONE OR MORE PROPOSED FINAL PLATS OF, OR CONSTRUCTION DRAWINGS FOR, LAND IN METRO VERDE OR (2) REPLATTING OF LAND IN METRO VERDE FOR PLANNING OR FINANCING PURPOSES.

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

TRACT NOTES AND SPECIFICATIONS

THE DEVELOPER RETAINS THE RIGHT TO RELOCATE AND REPLAT TRACTS G AND J (THE NORTH AND SOUTH SEGMENTS OF PROMENADE PARK) WITH ADMINISTRATIVE APPROVAL PRIOR TO SUBMITTING BUILDING PERMITS FOR THE MULTI-FAMILY AND/OR CONDO PROJECTS ADJACENT TO THESE TRACTS, ON THE CONDITIONS THAT:

(1) THE OVERALL AREA OF THE REPLATTED TRACTS IS NOT REDUCED BY MORE THAN 10% FROM THE ORIGINAL TRACTS, AND
(2) THE PEDESTRIAN CONNECTIVITY THAT IS SHOWN BETWEEN THE ORIGINAL TRACTS IS MAINTAINED BETWEEN THE REPLATTED 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 REPLAT 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 PEDESTRIAN CONNECTIVITY BRIDGES BETWEEN THE ADJACENT COMMERCIAL BUILDINGS (LOTS 121/122 AND LOTS 125/126 RESPECTIVELY).

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

PARK FEES

CITY PARK FEES WILL BE WAIVED FOR THIS PROJECT. THE DEVELOPER WILL COLLECT THE PARK FEES AND PLACE THEM IN A FUND FOR THE BUSINESS & HOME OWNER'S ASSOCIATION (BHOA) TO BE USED EXCLUSIVELY FOR MAINTENANCE OF THE INDIVIDUAL TRACTS WITHIN METRO VERDE.

DRAINAGE STANDARDS

INCREASES IN RUNOFF SHALL BE RETAINED/DETAINED OR INFILTRATED WITH THE USE OF PERVIOUS CONCRETE (VILLAGE CENTER & MULTI-FAMILY AREAS), REGIONAL PONDS, AND ON-LOT PONDS. IN ADDITION RAINWATER HARVESTING WILL REDUCE PEAK FLOWS. ALL LOTS ADJACENT TO THE GOLF COURSE WILL BE ALLOWED TO DRAIN ONTO THE GOLF COURSE. SEE SHEET G1 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 MAPE 35013C0525 DATED SEPTEMBER 27, 1991. THE PUD IS LOCATED IN ZONE X. ZONE X ARE AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

OWNERSHIP AND MAINTENANCE

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

OWNERSHIP AND MAINTENANCE (CONT.)

TRACT	PURPOSE/USE	OWNED BY	MAINTENANCE
N	PARK AND TRAILS	CITY	DEVELOPER/BHOA
O	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
P	PARK AND TRAILS	CITY	DEVELOPER/BHOA
Q	PONDING/LANDSCAPING	CITY	CITY
R	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
S	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
T	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
U	PONDING/LANDSCAPING	CITY	DEVELOPER/BHOA
V	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
W	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
X	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
Y	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
Z	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
AA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
BB	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
CC	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
DD	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
EE	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
FF	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	CITY
GG	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
HH	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
II	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
JJ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
KK	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
LL	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
MM	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
NN	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
OO	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
PP	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
QQ	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
RR	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
SS	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
TT	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
UU	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
VV	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
WW	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
XX	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
YY	LANDSCAPING BUFFER	CITY	DEVELOPER/BHOA
ZZ	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA
AAA	DRAINAGE AND PARK AND TRAIL SYSTEM	CITY	DEVELOPER/BHOA

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 & ALL THE REQUIREMENTS FOR APPROVAL IN THE ABOVE FINAL SITE PLAN HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES SUBJECT TO ANY AND ALL CONDITIONS REQUIREDBY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

ZONING ADMINISTRATOR DATE

STATEMENT OF OWNERSHIP

I HEREBY ACKNOWLEDGE AND CERTIFY THAT I AM THE PROPERTY OWNER OF THE PROPERTY REPRESENTED BY THIS PLAT.

SIERRA NORTE LAND HOLDINGS, LLC.
605 S. SOLANO DR.
LAS CRUCES, NM 88001

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

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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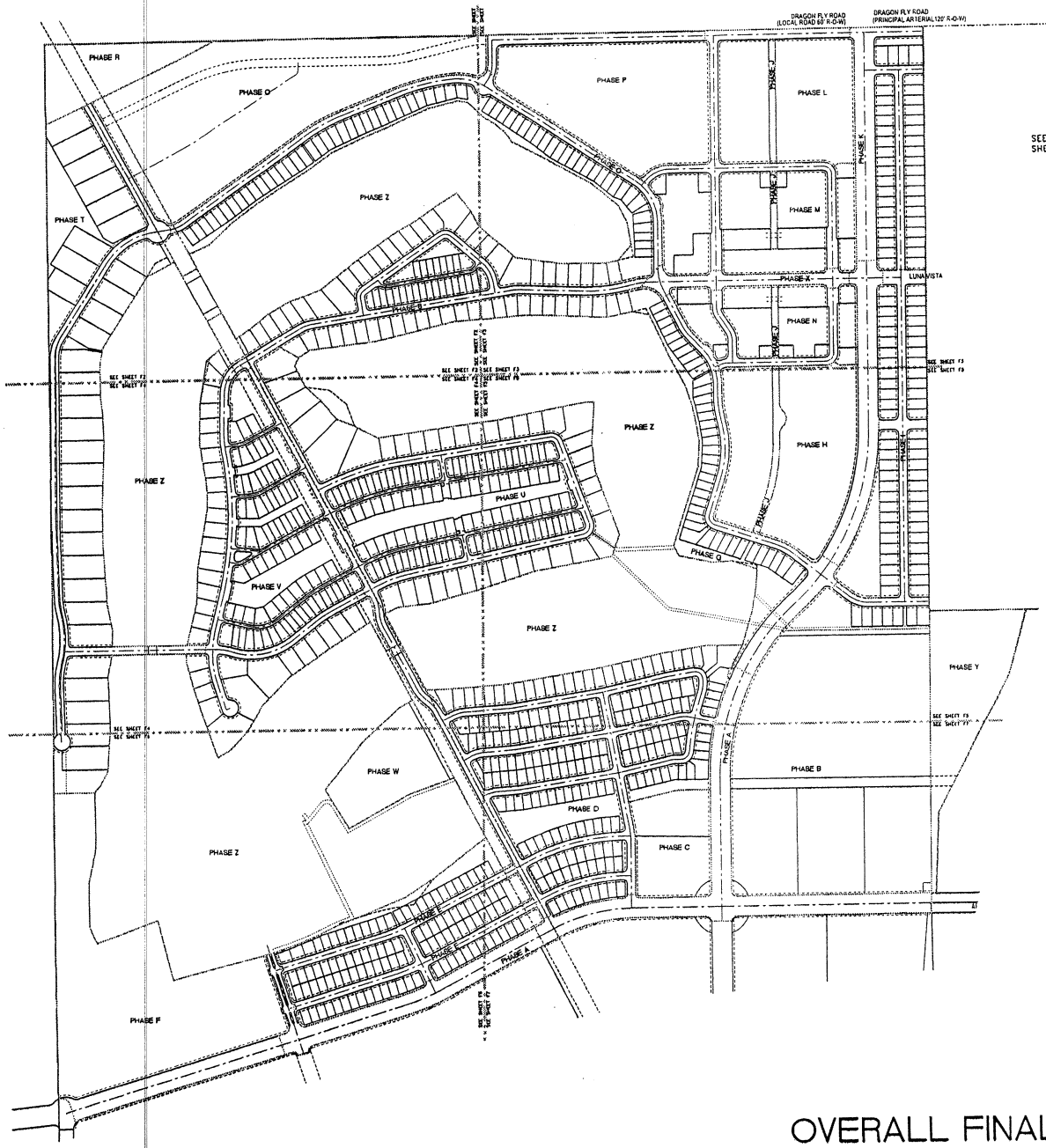
website www.dv-inc.com

SHEET
FC
D13JFBC



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

OVERALL FINAL SITE PLAN

SCALE: 1" = 300'

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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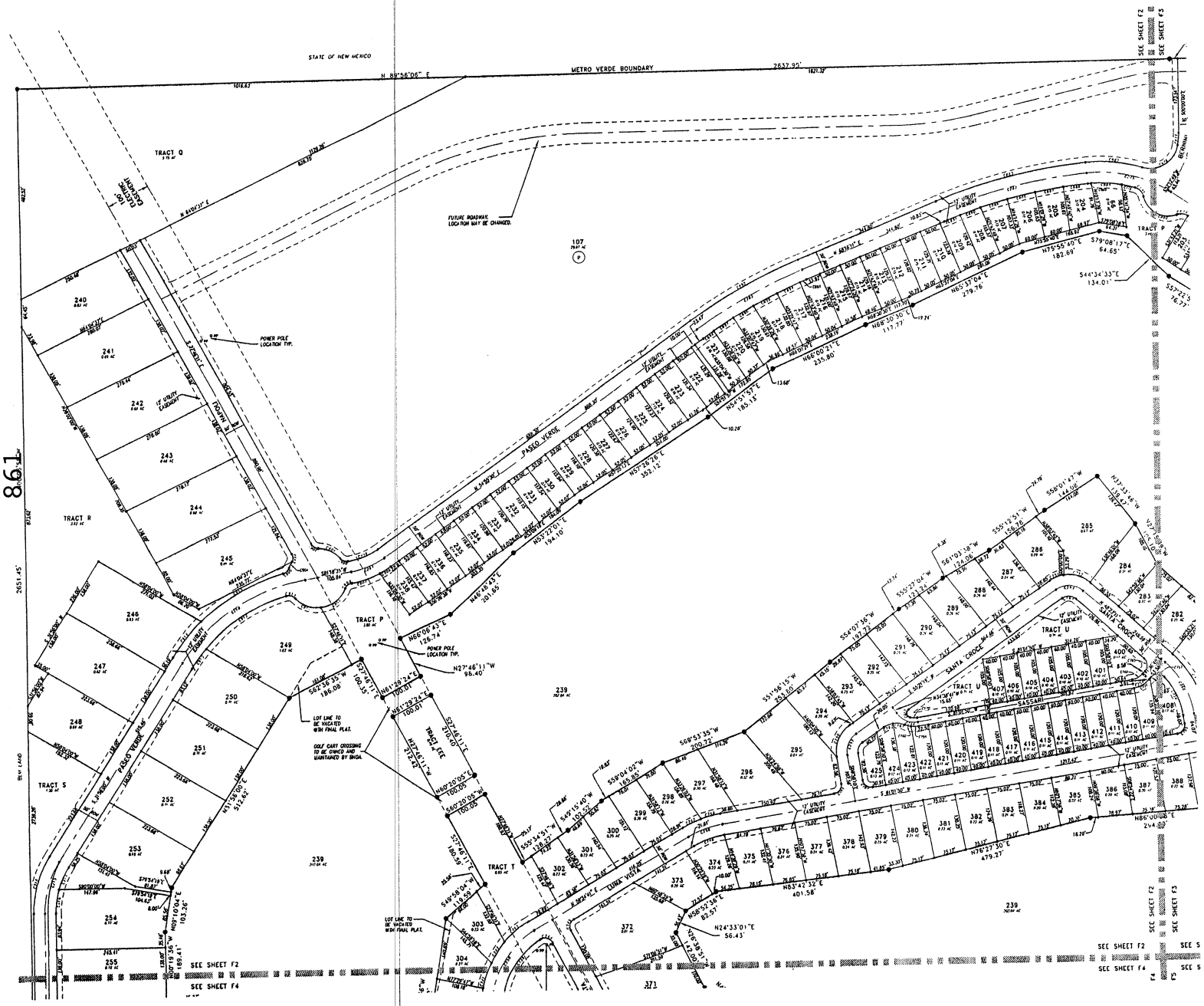
SHEET F1

D13-2F-S1



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/18/05	SUBMITTAL #1
11/4/05	SUBMITTAL #2
12/12/05	SUBMITTAL #3

NORTH

AREA 1 FINAL SITE PLAN

SCALE 1" = 100'-0"

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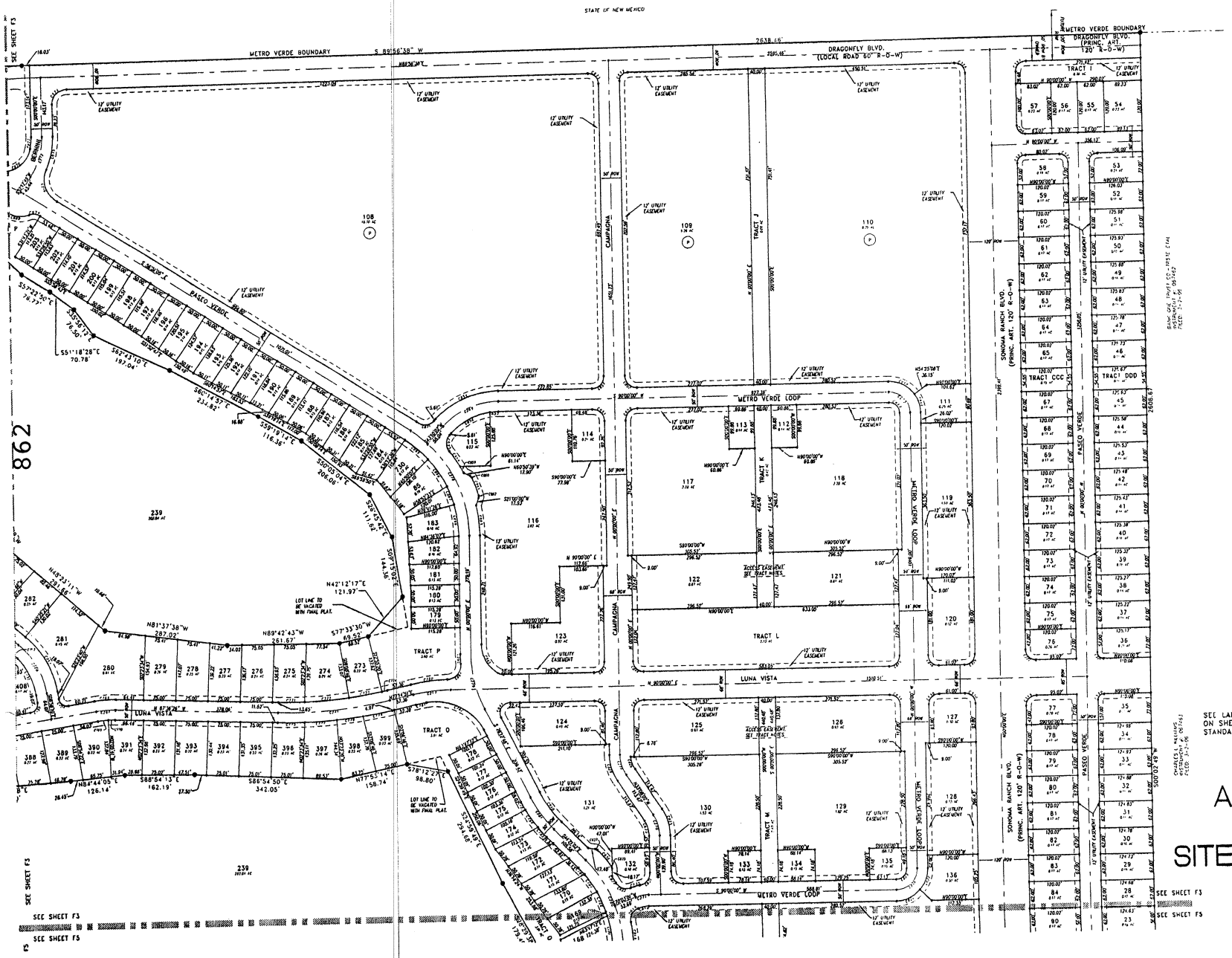
SHEET F2

D137F02



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 2 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
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11/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

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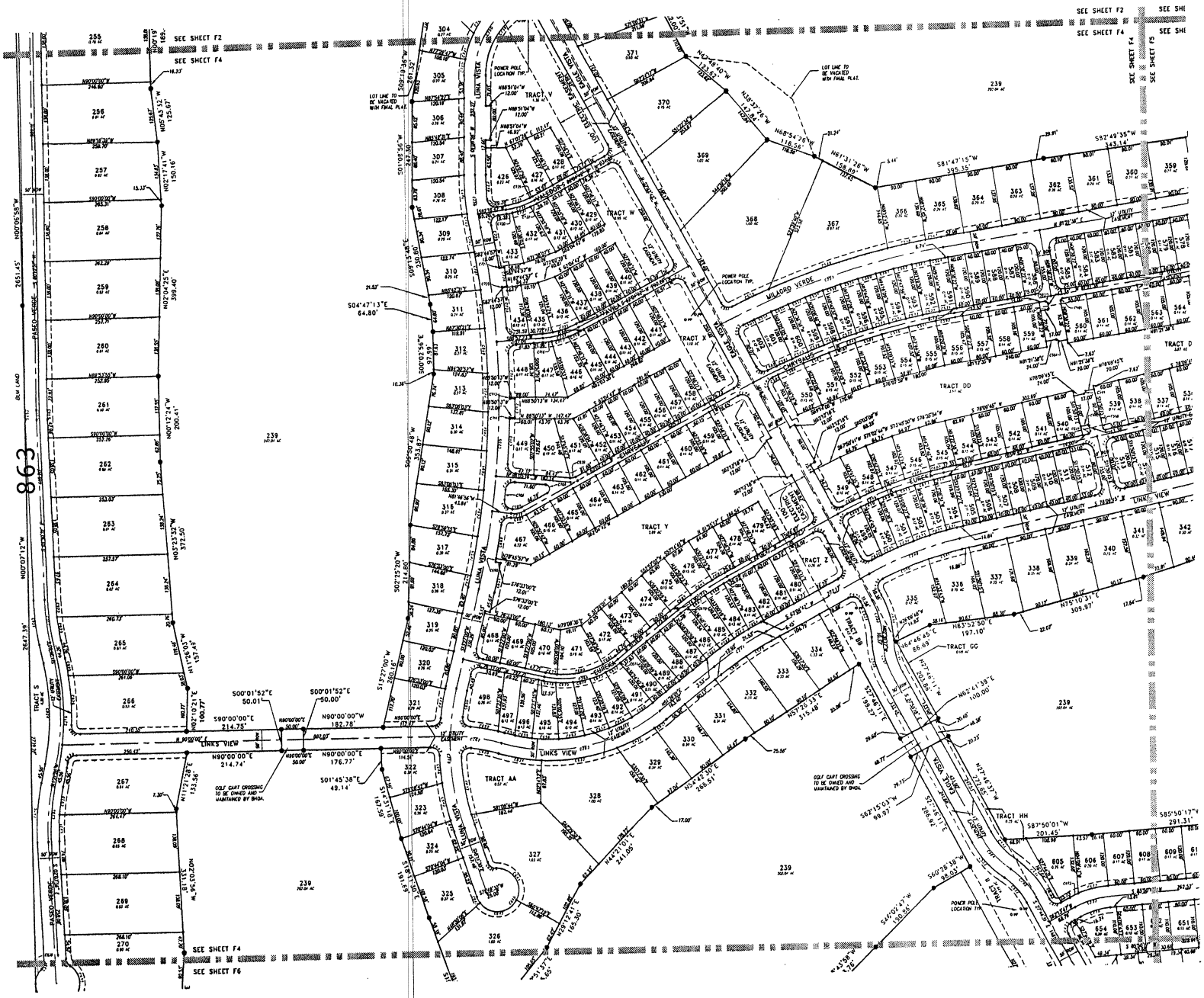
SHEET F3

D137F03



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 3 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

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LAS CRUCES
NEW MEXICO

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12/4/05	SUBMITTAL #2
11/30/05	SUBMITTAL #3

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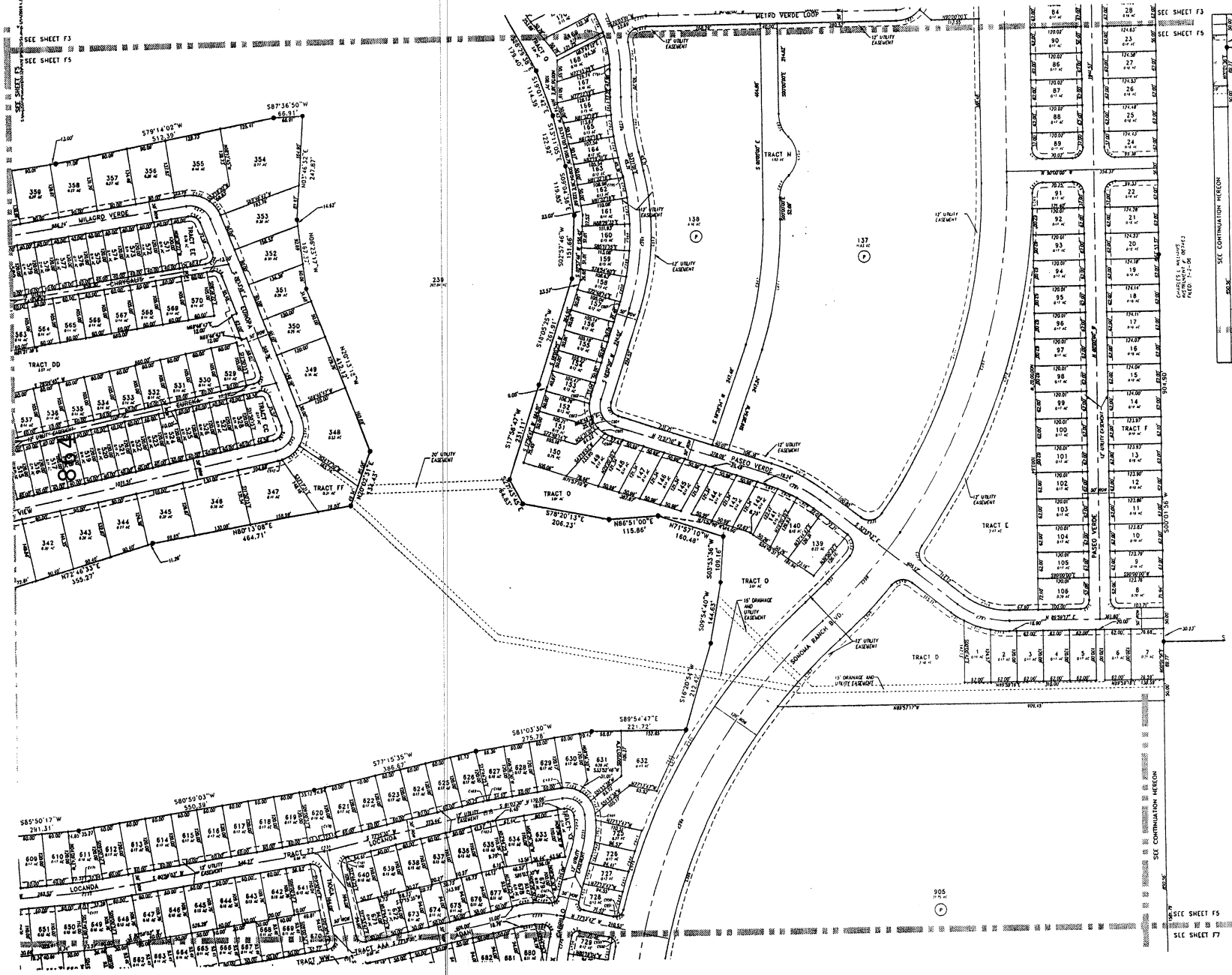
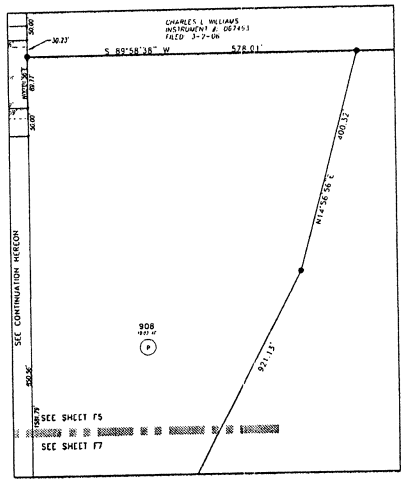
SHEET F4

D137F8-4





CONTINUATION
SCALE 1" = 100'-0"

FINAL SITE PLAN
METRO VERDE

PREPARED FOR
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LAS CRUCES
NEW MEXICO

DATE	PHASE
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12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 4 FINAL SITE PLAN
SCALE 1" = 100'-0"

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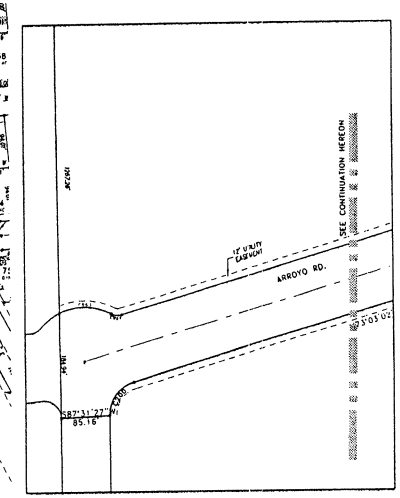
SHEET
F5
D132F85



CONTINUATION
SCALE 1" = 100'-0"

865

SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 5 FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

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12/30/05	SUBMITTAL #3

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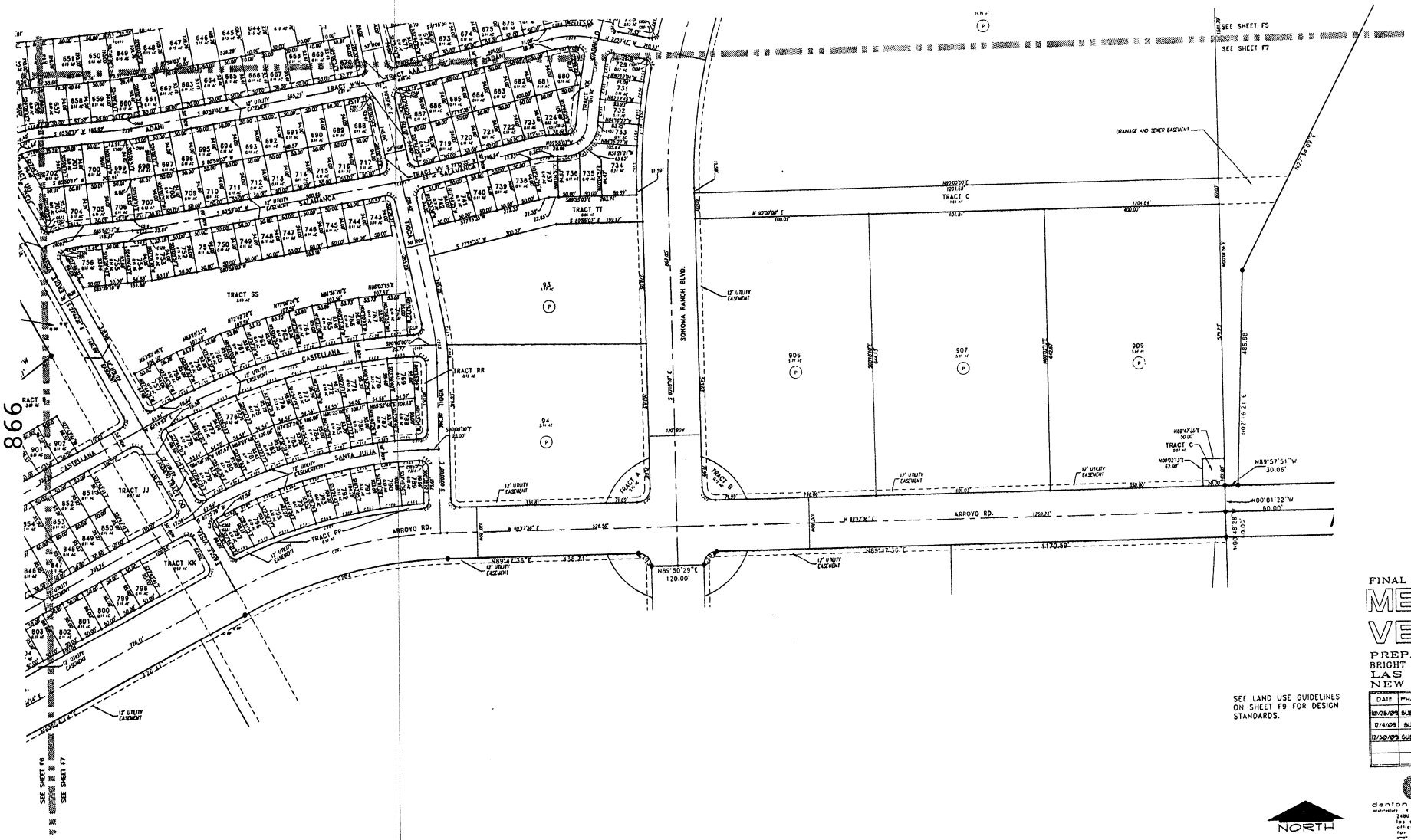
SHEET F6

D132F56



SEE LAND USE GUIDELINES ON SHEET F9 FOR DESIGN STANDARDS.

NORTH

AREA 6
FINAL SITE PLAN

SCALE 1" = 100'-0"

FINAL SITE PLAN

METRO VERDE

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BRIGHT VIEW LAND CO.
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SHEET F7

D132F51

CURVE	LENGTH	RADIUS	CHORD	CH LENGTH	TANGENT	DELTA

PUD AMENDMENT #1

METRO VERDE

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LAS CRUCES
NEW MEXICO

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NORTH

CURVE TABLE
FINAL SITE PLAN

SCALE 1" = 100'-0"

SHEET F8

D132F58

LAND USE GUIDELINES

U3 SUB-URBAN

Description
Single-family housing
Yards with landscaping surrounding the housing
Live-work office uses may be permitted that follow the City's Home Occupation Regulations.
Accessory dwelling units shall be allowed that do not exceed 600 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
Developed parks shall be located and constructed so that each home is within 1/3 mile of a park.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan, Sheet R1.

Setbacks
Front setbacks 12' (min. 20' for garage access)
Side setbacks 0, 5', or more
Rear setbacks 15'
Side and rear setbacks may be reduced to 0' for garage and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
Each unit shall have at a minimum 2 off-street parking spaces (garages are acceptable).
Live-work units shall provide an additional parking space.
Accessory living units will provide one off-street parking space.

Height
Maximum building height is 30' for any part of the structure.

Building Frontage
No part of an accessory building shall abut the front yard setback.
Porches and/or decks may encroach 3' into the front setback and 7' into the rear setback.

Functions/Uses
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.

Required Ponding
See Sheet G1.

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U4 GENERAL URBAN

Description
Primarily residential with townhouses, patio homes, condominiums, apartments, and retirement and/or assisted-living centers.
Accessory dwelling units shall be allowed that do not exceed 800 square feet per floor. They may be attached or detached.
Accessory buildings shall be allowed.
There will be no minimum lot size requirements.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.
Dedicated alleys may be used as access ways to lots.
See street cross-sections plan, Sheet R1.

Setbacks
Front setbacks 12'
Garages 20'
Side setbacks 0, 5', or more
Rear setbacks 10'
Side and rear setbacks may be reduced to 0' for garages and accessory units. All setbacks for residences adjacent to internal development open space may be reduced to 0'.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.
All U4 areas adjacent to U5c areas will be governed by the following:
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U5c uses. Pervious pavements for parking lots will be required within the Village Center and adjacent U5c uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information.
Accessory living units will provide one off-street parking space.

Height
45' maximum for 3-story buildings.
65' maximum for 4-story buildings.
50% of the buildings in a U4 area will be allowed to be 4 stories tall.

Functions/Uses
See Land Use Table for uses.
One dwelling unit, one accessory building, and one accessory dwelling unit per lot will be allowed.
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.

Ponding Requirements
See Sheet G1

Signage
See Sheet O.

Fencing
Yard walls have a maximum 8' height.
Architectural elements such as courtyard walls, arches, and entryways have a maximum 15' height.
These may be within the setback.
Clear Sight Triangle requirements shall be met.

U5a RECREATION CENTER

Description
Mixed-use center including residential, office, lodging, retail, recreational, and civic uses.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.
Dedicated alleys may be used as access ways to lots
See street cross-sections plan Sheet R1.

Setbacks
Front setbacks 12'
Garages 20'
Side setbacks 0, 5', or more
Rear setbacks 10'
Rear Setback may be reduced to 0' when abutting an alley way or open space tract.
A 10' separation between buildings or groups of attached buildings shall be maintained.
No buffers are required between U3, U4, U5a, U5b, and U5c uses.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located primarily behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Buildings height of 65' is allowed. Belfries, towers, chimneys, flues and elevator heads may extend 15' above the primary structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5b URBAN CENTER

Description
Open retail, lodging, office, and multi-family uses.
Located on high-volume traffic arterial or collector streets.

Streets
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides. Alternatively, this site may be developed with private access easements and parking lots.

Setbacks (from dedicated right-of-way)
Front setback 12'
Side setbacks 10'
Rear setbacks 20'
All development shall meet the City of Las Cruces standards for buffering from adjacent properties.
A 10' separation between buildings or groups of attached buildings shall be maintained.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
All off-street parking shall be common and shared parking and shall inter-connect with all adjacent parking areas.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code, which may include on-street parking directly adjacent to the lot.

Height
Maximum building heights is 60' for any part of the structure.

Functions/Uses
The number of dwellings, beds, or square footage is limited by only the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

U5c VILLAGE CENTER

Description
The Village Center will include mixed-use structures with a central common area; the design is pedestrian friendly and encourages walking and socializing. The Village Center will also provide opportunities for a live/work environment.

Streets
Where shown in the Concept Plan, the Village Center incorporates 45-degree on-street parking, street trees, ample pedestrian crossings, buildings that define a street wall, wide sidewalks, and substantial pedestrian activity.
Dedicated local streets will incorporate a narrow cross-section, swales, street trees, and sidewalks both sides.

Setbacks
Minimum 10' setback from right-of-way line.
Minimum 10' separation between buildings or groups of attached buildings.

Parking
Parking shall be shared among parking lots, on-street parking, parallel parking, and adjacent U4 uses. See Sheet C4 and C7 for additional parking information. Pervious pavements for parking lots will be required within the Village Center and adjacent multi-family U4 uses. This pavement will permit water to pass through where it will irrigate trees in parking lots on its way to the water table. See Sheet C3 for additional information. Parking structures will be allowed to increase buildable areas of the mixed-use center in the future.
Bicycle racks will be provided at a rate of 1 stall for every 2000 sq. ft. GFA. A minimum of to stalls shall be provided per building.

Height
Building heights of 100' are allowed.

Building Frontage
Architecture will be designed with an emphasis on pedestrian friendliness. Retail entries may use bright colors and canopies. Canopies may extend over sidewalks as shown on the typical sections. Multiple southwest-based building styles and construction materials will be encouraged to create a southwest plaza atmosphere. Contemporary interpretations will be allowed with the approval of the Metro Verde Architectural Review Committee.

Functions/Uses
The plaza area will provide a place for people to gather and socialize with open-air activities such as a farmer's market, craft fairs, birthday parties, family picnics, pie-eating contests, parades, and concerts. The plaza will also facilitate pedestrian connectivity and include a stage for concerts, as well as shade structures, trees, benches, and sidewalks.
The mixed-use structures will have retail/commercial uses on the first floor. A mixture of retail, residential, office, and hotel uses will be allowed on the upper floors. It is possible that an entire structure could house a single use or a mixture of uses. There are also several out-parcels bordering the Village Center that will be ideal for restaurant, business, and/or office uses.
National restaurant chains and stores (i.e. McDonalds, Starbucks) may be incorporated into the Village Center; however, store-fronts and signage shall meet the architectural guidelines of Metro Verde. Drive-thrus will not be allowed in the Village Center.
See Land Use Table

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement. Ponding shall be at least 9" deep.

Signage
See Sheet O.

SUa BUSINESS PARK

Description
Business Park, Research and Development, and Light Industrial are the primary anticipated uses. Other possible uses are included in the Land Use Table.
All buildings, groups of attached buildings, or complexes of buildings should be separated by landscaping.

Streets
All streets within SUa will follow the City Design Standards. Alternatively, this site may be developed with private easements or parking lots.

Setbacks (from dedicated right-of-way)
Front setback 12'
Side setbacks 10'
Rear setbacks 20'
When abutting adjacent uses a 10' opaque or 20' semi-opaque buffer shall be used.
Setbacks falling within the above stated guidelines shall be approved with Final Plat approval.

Parking
All parking lots shall be buffered from the roadway or located partially behind buildings.
Required number of stalls shall be a minimum of 70% of CLC Zoning Code.

Height
Building heights of 4 stories are allowed, not to exceed 50'.

Functions/Uses
Square footage is limited by the parking & bulk requirements.
See Land Use Table.

Required Ponding
All development shall pond rain water at a rate of X_2 cubic foot per square foot of total site land area. On-lot or regional ponding can be used to address this requirement.

Signage
See Sheet O.

SUb CIVIC

Description
This land use is reserved for civic uses and public utilities.

OS OPEN SPACE

Description
This use is open space used for drainage and/or parks.

GC GOLF COURSE

Description
This use is for the golf course only.

LAND USE TABLE

LAND USE	U3	U4	U5a	U5b	U5c	SUa	SUb	OS	GC
RESIDENTIAL									
Mixed Use		A	A	A	A	A			
Multi-Family/Assisted Living/Apartments/Retirement		A	A*	A	A*	A			
Live/Work Unit	A	A	A	A	A				
Single-Family Attached/Condominium/Townhome	A	A	A*		A*				
Single-Family Detached	A								
Accessory Living Unit/Rental Unit	A	A							
AG & EQUESTRIAN									
Greenhouse (Commercial)						A			
Animal Facility/Kennels						A			
INSTITUTIONAL									
Schools (Public & Private)			A	A	A	A			
Childcare Center		A	A	A	A	A			A
Hospital/Nursing Home/Hospice		A	A	A	A	A			
Religious Assembly and Uses		A	A	A	A	A			
Community Buildings/Public Use			A	A	A	A		A	
RECREATION									
Public Entertainment/Theatres			A	A	A	A			
Private Entertainment/Gyms		A	A	A	A	A			A
Parks/Playgrounds	A	A	A	A	A	A	A	A	A
Public Art/Fountain	A	A	A	A	A	A	A	A	A
SERVICE									
Retail Sales			A	A	A	A			A
Restaurant/Bar/Cafe (as a seperate facility)		A	A	A	A	A			
Restaurant/Bar/Cafe (as a part of another use)		A	A	A	A	A			A
Display Gallery			A	A	A	A			
Open-Market Building			A	A	A	A		A	
Kiosks/Push Cart		A	A	A	A	A		A	A
Movie Theater			A	A	A	A			
Liquor-Selling Establishment			A	A	A	A			A
Hotel (no room limit)			A	A	A	A			
Bed & Breakfast/Hostel/Inn	A	A	A		A				
Work/Live Unit			A	A	A	A			
Office Building/Office Park		A	A	A	A	A			
Shopping Center/Mall				A	A	A			
Healthcare Clinic			A	A	A	A			
UTILITY RELATED USES									
Communication Structures						A	A	A	
Cemetery									
Funeral Home						A			
Cremation Facility									
Public Utility Plants							A		
MANUFACTURING									
Heavy Industrial Facility							A		
Light Industrial Facility						A	A		
Research and Development/Laboratory				A	A	A			
TRANSPORTATION/WHOLESALE									
Gas Station				A		A			
Automobile & Truck Service/Body Shop				A		A			
Drive-Through Facility			A	A		A			
Public Transportation & Uses	A	A	A	A	A	A	A		
Warehouse/Mini-Storage Units						A			
Parking Structures		A	A	A	A	A			
Maintenance Yard/Building/Equipment Repair						A			A

A = Allowed use by right
*Residential land uses will be restricted to the second floor and above.

It is intended that this land use table be inclusive of all land uses found in the 2001 Zoning Code, and all of those uses should fall into one of the catagories listed above. Community Development staff shall resolve questions of interpretation.

NOTE: Location and height of wind turbines shall be determined by the Developer in accordance with a plan to be submitted with or subsequent to construction drawings for each phase of the PUD, subject to design standards for non-communication vertical structures.

USES NOT ALLOWED
The following uses are not allowed in any area in Metro Verde:
1. Adult Entertainment & Sales
2. Junk Yards
3. Keeping of Livestock

NOTE: Developer's covenants may impose additional restrictions.

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

DATE	PHASE
10/28/09	SUBMITTAL #1
12/4/09	SUBMITTAL #2
12/30/09	SUBMITTAL #3

denton ventures, inc.
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2480 roadrunner parkway
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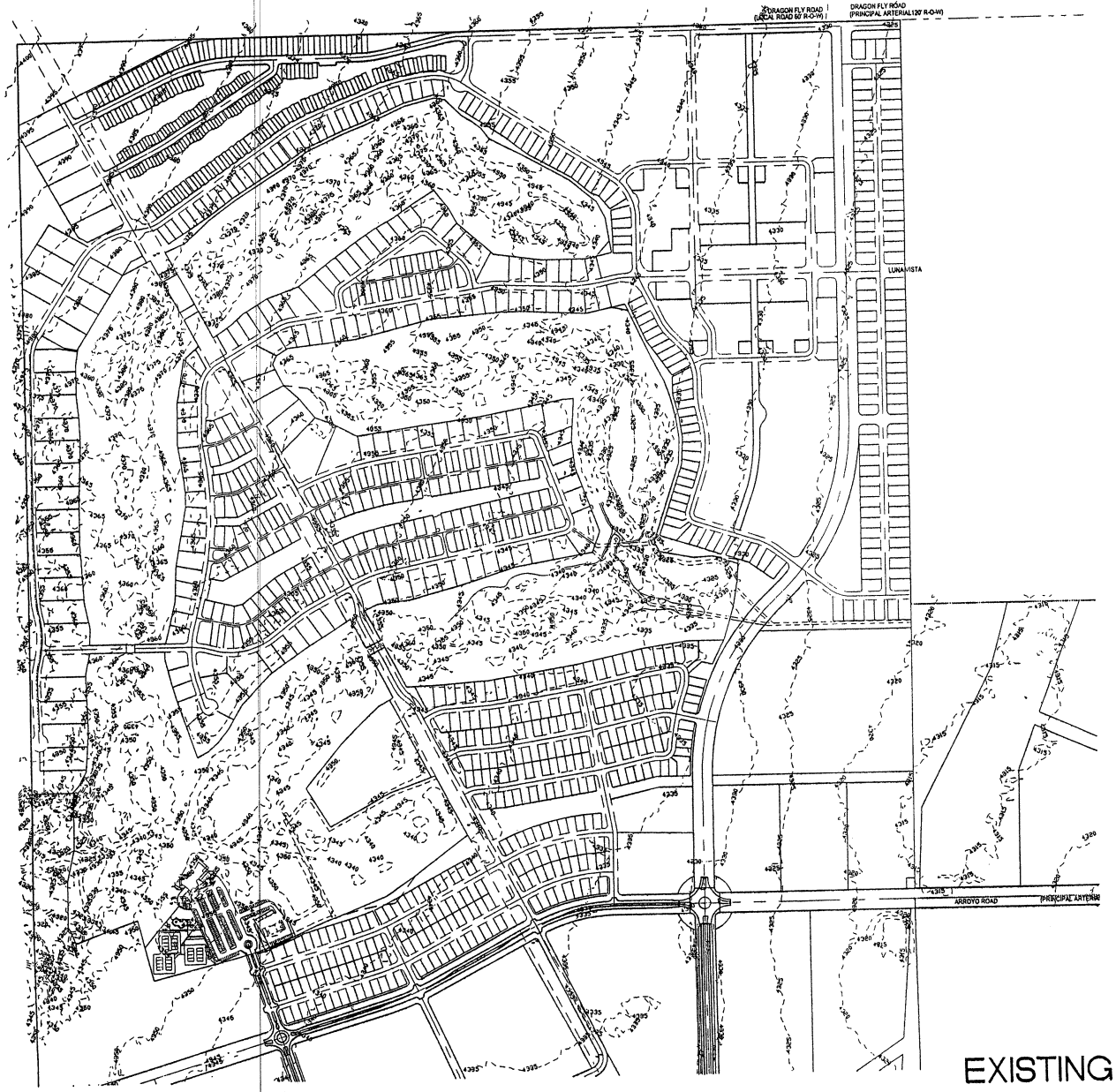
SHEET F9
D137F89



NORTH

EXISTING TOPOGRAPHY

SCALE 1"=300'

PUD AMENDMENT #1

METRO VERDE

PREPARED FOR
BRIGHT VIEW LAND CO.
LAS CRUCES
NEW MEXICO

DATE	PHASE
10/18/05	SUBMITTAL #1
12/4/05	SUBMITTAL #2
12/20/05	SUBMITTAL #3

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SHEET

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Attachment "B"

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

Crane: So moved.

Scholz: All right, is there a second?

Bustos: Second.

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

Crane: Aye findings and discussion.

Scholz: Commissioner Bustos.

Bustos: Aye findings and discussions.

Scholz: Commissioner Beard.

Beard: Aye findings and discussions.

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

3. **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, 43, 44, 45, 46, 47, 48, 49, 50, and part of Planning Parcels 29, and 37 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.

4. **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.

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

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

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

Beard: So moved.

Scholz: Is there a second?

Bustos: Second.

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

ALL COMMISSIONERS - AYE.

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

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

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

A little case specifics on the major amendment, the proposed PUD known as Metro Verde will now encompass 705.14 acres and is a mixed use development that provides residential, office, commercial, and industrial land uses with a 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 Dragonfly Boulevard, and generally its west of the future expansion of Sonoma Ranch Boulevard. The proposed PUD will be composed of nine different land use districts that offer a wide variety of development standards and land uses. The PUD will include a recreation center, an urban center, a village center, a business park. It'll incorporate the future waste water treatment plant and open space with a network of bike and pedestrian trails. Here is a concept plan for the proposed PUD Metro Verde with the different shadings of green and so forth are the different areas that are being proposed and here are the different land uses shown here on the table.

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

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

A little more case specifics on this, Metro Verde PUD also introduces some sustainable concepts to help the proposed development to be labeled green. The proposed Metro Verde PUD has a phasing plan that outlines the build out of the PUD in 26 possible phases in which the options 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, in other words they can't build it unless they have complete access to it. Individual phases will also have the option to be combined into larger phases or reduced to smaller phases. The Metro Verde PUD

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

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

On January 6, 2010 the Development Review Committee or DRC reviewed the concept plan and final site plan for the proposed Metro Verde PUD. DRC recommends approval for the concept plan and 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 any recommendations prior to the Planning and Zoning Commission meeting. I believe all outstanding comments have been resolved. Recommendation of the Planning and Zoning Commission tonight will be forwarded to the City Council for final consideration. Your options tonight gentlemen for each one is to vote yes to approve the request, the request as recommended by DRC for Case PUD-09-08 and PUD-09-09; vote yes to the approve the request with additional conditions as deemed appropriate by the P&Z, or vote no to deny the request, or forward to table and postpone and direct staff accordingly. That's the conclusion of my presentation. Applicant and representatives are here for presentation as well. And I stand for questions.

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

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

Ochoa: Commissioner Crane, Mr. Chairman, I'll go ahead and let the applicant answer that sir.

Crane: Thank you.

Scholz: Okay, other questions? Okay I have one. I'm curious about Dragonfly Boulevard. In the original plan Dragonfly Boulevard continued across the top of the property as I recall. Is that right or should it actually go through the property?

Ochoa: Mr. Chairman, it actually goes through the property.

Scholz: Okay. And what was the reason for cutting off or for realigning Settlers Pass Road?

Ochoa: I'm sorry, forgive me, it actually runs on top of the ...

Scholz: On the top of the property. Yeah, that's what I thought. I thought it was the top, like the northern boundary. What was the idea of cutting off Settlers Pass Road at Arroyo instead of extending it up to Dragonfly?

Ochoa: Mr. Chairman to our knowledge I believe the topography restraints.

Scholz: Okay. It'd be too difficult to do that?

Ochoa: I believe so sir.

Scholz: Okay. Well all that was reported in our packet was that the MPO had made that change and I was wondering why they had done that. It seems to me that restricts access to one side of this property and puts more pressure on Sonoma Ranch Boulevard, and I don't know what the other access is. Perhaps the developer can enlighten us.

Ochoa: The developer and the applicant are here to answer any more questions you might have about that sir.

Scholz: Okay, good. Let us hear from the applicant.

Kenney: Good evening, I'm Matt Kenney from DVI here representing the land developer. We're going to go through some of the planning and urban design elements that we worked on and then also engineering and sustainability. The owner is here, Norte Land Holdings, LLC. The developer is Bright View Land Company and DVI is the planning urban design and engineering firm.

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

Scholz: Sure.

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

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

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

Scholz: Okay.

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

Scholz: Good. Thank you.

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

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

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

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

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

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

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

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

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

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

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

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

Scholz: Okay, Commissioner Crane.

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

Kenney: We're using the federal highway administration's recommendations for the size of the circle and making sure that both fire trucks, buses, and semi trailers can make it around the circle. It will be a very large circle, since it is an arterial.

Crane: Thank you.

Scholz: All right, other questions for Mr. Kenney. Commissioner Beard.

Beard: As I remember last time Moongate had water up to that area. Moongate's not going to provide any of the water for their now? Is it just going to be provided by the city?

Kenney: That's correct.

Scholz: Other questions? Okay, thank you Mr. Kenney. Good presentation. Appreciate it. All right, I will open this to public discussion. Is there anyone from the public who wishes to speak to this? Please come up and state your name.

Pickett: Good evening Commissioners. My name is Larry Pickett. I'm an attorney here in town.

Scholz: Okay, Larry would you stay a little closer to the microphone.

Pickett: I shall.

Scholz: Thank you.

Pickett: Voice is a little hoarse any way. Arise is a point of inquiry on behalf of my old friend Louie Guariano who is a resident out in that area. And he's expressed some concerns to me that he would like to bring to the attention of this Commission. Concerns whether the applicants in this case have properly complied with the city code. What he is aware of is that there is pending litigation going on affecting the parties, many of the parties that are the subject of these developments on these two requests that are before this Commission. As you should be aware there are city codes that require applicants to disclose any pending litigation that might be occurring in that area as part of their conditions of being approved by this Commission as well as whomever might be involved in doing that. The obvious purpose of that is that if any of these developers are in the course of litigation it might affect the title, put a cloud on the title of those properties out there and create some serious problems.

So the purpose is to bring that to the attention of this Commission. If you want me to cite to you the codes that specifically address the requirements of the applicants to disclose pending litigation its 37-46, 38-

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

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

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

Scholz: Okay. May we hear from the applicant?

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

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

Moscato: Yes.

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

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

Scholz: Thank you Mr. Pickett.

Abrams: Jared Abrams, city legal. This is kind of a fine line, but in looking at what Mr. Pickett is citing, it refers to ownership of the land. Now from what I understand he is referring to is this a suit to force close of mortgage. It doesn't per se affect ownership of the land, rather the bank is saying (*inaudible*) debt. So the developer would need to own the land pending the potential foreclosure. So my opinion would be that it wouldn't apply here.

Scholz: Okay. All right. Thank you Mr. Abrams.

Crane: Mr. Chairman.

Scholz: Yes. Commissioner Crane.

Crane: If I default on my house payment, the bank owns my house, doesn't it?

Scholz: If they foreclose, yes.

Crane: Surely then this matter potentially involves ownership of the land?

Abrams: Yes, it would potentially. I guess my point is, if you have two people who are simultaneously claiming ownership of a parcel of land one could say that's a dispute as to ownership. But until the bank actually forecloses, there is no dispute as to ownership, the bank is merely saying you're in default.

Crane: And foreclosure proceedings are in motion, right?

Abrams: I don't know. (*inaudible*) I assume I'm actually characterizing (*inaudible*). If what I understand Mr. Pickett is saying is, that it's not a dispute as to ownership per se, rather the bank is in the midst of foreclosure. It's admittedly a fine line, but I don't think that it goes to ownership. It's not a dispute as to ownership, rather it's simply foreclosure on a mortgage.

Crane: Sounds pretty heavy to me. I'm glad I'm not an invested in that property. It sounds to me as if you're talking about potentially clouded title.

Abrams: Well it doesn't cloud the title, but it could result in the bank eventually possessing the land.

Scholz: Right, in a change of ownership rather than ... yes, right. So what he's saying is the ownership is not in dispute, we know who owns it now. If it goes in foreclosure and the bank forecloses then the bank owns it. Okay?

Crane: So it's an ownership issue?

Scholz: So the ownership changes. But I think as I look at it you know I don't have legal training, but you know that's what it seems to me. The ownership would merely change from the you know the present owner to the bank.

Abrams: That's correct. Yes.

Scholz: Right, that's what happens in foreclosure proceedings. I don't think that clouds the title or makes a contest between the owners.

Crane: I probably misused the term, but okay if the bank takes over the property, is the bank going to develop it according to this plan?

Abrams: Well most likely the bank would auction it off to someone else as opposed to develop it itself, but if the bank or any person that purchases it through the foreclosure auction develops the land and they essentially step into the shoes of the subdivider. They're still bound by the city's regulations.

Scholz: Right, they're bound by the zoning decision that has been made. You know, what you're doing when you buy a piece of land which has been zoned, you're buying the zoning.

Abrams: Yeah, so for example if this particular subdivider, developer incur certain obligations, whoever purchases it from him whether they like those obligations or not, is bound by them.

Crane: So this potential ownership change does not stall our proceedings tonight?

Abrams: Well the way I interpret the ordinance that Mr. Picket is referring to, no it wouldn't.

Crane: Thank you.

Abrams: It might be helpful to have the applicant respond to this in more detail because obviously he's the one who knows, or presumably knows what if anything he's being sued for. But as it stands, I don't see the ordinances interfering with your decision tonight.

Scholz: Okay. Would the applicant like to respond to this? Please identify yourself again when you come to the mike.

Moscato: John Moscato for Sierra Norte Land Holdings.

Scholz: John, thank you.

Moscato: I'd like to make two points, number one the foreclosure proceeding that was referred to pertains only to the original 187 acres of the Metro Verde

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

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

Crane: Yes, thank you.

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

Crane: So moved.

Scholz: A second.

Bustos: Second.

Scholz: All those in favor say aye.

ALL COMMISSIONERS - AYE.

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

Crane: So moved.

Scholz: Is there a second?

Bustos: Second.

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

Crane: Aye findings and discussion.

Scholz: Commissioner Bustos.

Bustos: Aye findings and discussion.

Scholz: Commissioner Beard.

Beard: Aye findings and discussions.

Scholz: And the chair votes aye for findings and discussion. Okay, Case PUD-09-09. I'll entertain a motion to approve.

Crane: So moved.

Scholz: Is there a second?

Bustos: Second.

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

Crane: Aye findings and discussion.

Scholz: Commissioner Bustos.

Bustos: Aye findings and discussion.

Scholz: Commissioner Beard.

Beard: Aye findings and discussions.

Scholz: And the chair votes aye findings and discussion. So that's approved as well. Thank you very much gentlemen for your patience.

1. Adoption of Statement of Reasonable Notice as required by Section 10-15-1(B) of the Open Meetings Acetaminophen, Section 10-15-1 to 10-15-4, New Mexico Statutes Annotated (1978) as amended.

Scholz: Okay, our next piece of business is the adoption of the statement of reasonable notice. And Mr. Hembree, you have.

Hembree: I do have that which was inadvertently left out of your packet and I will distribute that to the Commissioners right now.

Scholz: Please do. Right and we'll take turns reading it here. Like we did last year. It's like of like an oral interpretation. Okay, I'll begin reading, I'll do the first, let's see I'll do all the whereas's, Mr. Beard if you will do the now therefore, down to section three, so in other words you have now therefore, one, and two. Mr. Bustos if you will read three and four and four actually has two parts. There are two fours. Isn't that interesting? So read three, four, and four. And then Mr. Crane if you will read five, six, and seven, and I'll close with eight. Okay. Are you ready?

The City of Las Cruces Planning and Zoning Commission Commissioner Statement of Reasonable Notice for Meetings. The Planning and Zoning Commission is informed that: Whereas, the

Attachment "C"

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885

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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

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)

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

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 mortgageand 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, hightlighted 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.

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)

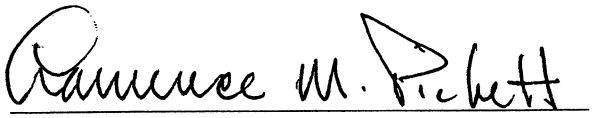
11. Failure to require the previous owner of this land to follow the City Subdivision and Zoning Codes resulted in harm to City residents, the City itself and avoidable litigation. This application should be turned

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



LAWRENCE M. PICKETT
on behalf of Louis A. Gariano

LMP:clf
Enclosures

A

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 Crues 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?

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

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

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

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

Beard: So moved.

Scholz: Is there a second?

Bustos: Second.

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

ALL COMMISSIONERS - AYE.

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

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

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

A little case specifics on the major amendment, the proposed PUD known as Metro Verde will now encompass 705.14 acres and is a mixed use development that provides residential, office, commercial, and industrial land uses with a 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 Dragonfly Boulevard, and generally its west of the future expansion of Sonoma Ranch Boulevard. The proposed PUD will be composed of nine different land use districts that offer a wide variety of development standards and land uses. The PUD will include a recreation center, an urban center, a village center, a business park. It'll incorporate the future waste water treatment plant and open space with a network of bike and pedestrian trails. Here is a concept plan for the proposed PUD Metro Verde with the different shadings of green and so forth are the different areas that are being proposed and here are the different land uses shown here on the table.

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

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

A little more case specifics on this, Metro Verde PUD also introduces some sustainable concepts to help the proposed development to be labeled green. The proposed Metro Verde PUD has a phasing plan that outlines the build out of the PUD in 26 possible phases in which the options 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, in other words they can't build it unless they have complete access to it. Individual phases will also have the option to be combined into larger phases or reduced to smaller phases. The Metro Verde PUD

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

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

On January 6, 2010 the Development Review Committee or DRC reviewed the concept plan and final site plan for the proposed Metro Verde PUD. DRC recommends approval for the concept plan and 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 any recommendations prior to the Planning and Zoning Commission meeting. I believe all outstanding comments have been resolved. Recommendation of the Planning and Zoning Commission tonight will be forwarded to the City Council for final consideration. Your options tonight gentlemen for each one is to vote yes to approve the request, the request as recommended by DRC for Case PUD-09-08 and PUD-09-09; vote yes to the approve the request with additional conditions as deemed appropriate by the P&Z, or vote no to deny the request, or forward to table and postpone and direct staff accordingly. That's the conclusion of my presentation. Applicant and representatives are here for presentation as well. And I stand for questions.

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

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

Ochoa: Commissioner Crane, Mr. Chairman, I'll go ahead and let the applicant answer that sir.

Crane: Thank you.

Scholz: Okay, other questions? Okay I have one. I'm curious about Dragonfly Boulevard. In the original plan Dragonfly Boulevard continued across the top of the property as I recall. Is that right or should it actually go through the property?

Ochoa: Mr. Chairman, it actually goes through the property.

Scholz: Okay. And what was the reason for cutting off or for realigning Settlers Pass Road?

Ochoa: I'm sorry, forgive me, it actually runs on top of the ...

Scholz: On the top of the property. Yeah, that's what I thought. I thought it was the top, like the northern boundary. What was the idea of cutting off Settlers Pass Road at Arroyo instead of extending it up to Dragonfly?

Ochoa: Mr. Chairman to our knowledge I believe the topography restraints.

Scholz: Okay. It'd be too difficult to do that?

Ochoa: I believe so sir.

Scholz: Okay. Well all that was reported in our packet was that the MPO had made that change and I was wondering why they had done that. It seems to me that restricts access to one side of this property and puts more pressure on Sonoma Ranch Boulevard, and I don't know what the other access is. Perhaps the developer can enlighten us.

Ochoa: The developer and the applicant are here to answer any more questions you might have about that sir.

Scholz: Okay, good. Let us hear from the applicant.

Kenney: Good evening, I'm Matt Kenney from DVI here representing the land developer. We're going to go through some of the planning and urban design elements that we worked on and then also engineering and sustainability. The owner is here, Norte Land Holdings, LLC. The developer is Bright View Land Company and DVI is the planning urban design and engineering firm.

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

Scholz: Sure.

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

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

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

Scholz: Okay.

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

Scholz: Good. Thank you.

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

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

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

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

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

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

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

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

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

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

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

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

Scholz: Okay, Commissioner Crane.

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

Kenney: We're using the federal highway administration's recommendations for the size of the circle and making sure that both fire trucks, buses, and semi trailers can make it around the circle. It will be a very large circle, since it is an arterial.

Crane: Thank you.

Scholz: All right, other questions for Mr. Kenney. Commissioner Beard.

Beard: As I remember last time Moongate had water up to that area. Moongate's not going to provide any of the water for their now? Is it just going to be provided by the city?

Kenney: That's correct.

Scholz: Other questions? Okay, thank you Mr. Kenney. Good presentation. Appreciate it. All right, I will open this to public discussion. Is there anyone from the public who wishes to speak to this? Please come up and state your name.

Pickett: Good evening Commissioners. My name is Larry Pickett. I'm an attorney here in town.

Scholz: Okay, Larry would you stay a little closer to the microphone.

Pickett: I shall.

Scholz: Thank you.

Pickett: Voice is a little hoarse any way. Arise is a point of inquiry on behalf of my old friend Louie Guariano who is a resident out in that area. And he's expressed some concerns to me that he would like to bring to the attention of this Commission. Concerns whether the applicants in this case have properly complied with the city code. What he is aware of is that there is pending litigation going on affecting the parties, many of the parties that are the subject of these developments on these two requests that are before this Commission. As you should be aware there are city codes that require applicants to disclose any pending litigation that might be occurring in that area as part of their conditions of being approved by this Commission as well as whomever might be involved in doing that. The obvious purpose of that is that if any of these developers are in the course of litigation it might affect the title, put a cloud on the title of those properties out there and create some serious problems.

So the purpose is to bring that to the attention of this Commission. If you want me to cite to you the codes that specifically address the requirements of the applicants to disclose pending litigation its 37-46, 38-

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

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

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

Scholz: Okay. May we hear from the applicant?

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

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

Moscato: Yes.

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

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

Scholz: Thank you Mr. Pickett.

Abrams: Jared Abrams, city legal. This is kind of a fine line, but in looking at what Mr. Pickett is citing, it refers to ownership of the land. Now from what I understand he is referring to is this a suit to force close of mortgage. It doesn't per se affect ownership of the land, rather the bank is saying (*inaudible*) debt. So the developer would need to own the land pending the potential foreclosure. So my opinion would be that it wouldn't apply here.

Scholz: Okay. All right. Thank you Mr. Abrams.

Crane: Mr. Chairman.

Scholz: Yes. Commissioner Crane.

Crane: If I default on my house payment, the bank owns my house, doesn't it?

Scholz: If they foreclose, yes.

Crane: Surely then this matter potentially involves ownership of the land?

Abrams: Yes, it would potentially. I guess my point is, if you have two people who are simultaneously claiming ownership of a parcel of land one could say that's a dispute as to ownership. But until the bank actually forecloses, there is no dispute as to ownership, the bank is merely saying you're in default.

Crane: And foreclosure proceedings are in motion, right?

Abrams: I don't know. (*inaudible*) I assume I'm actually characterizing (*inaudible*). If what I understand Mr. Pickett is saying is, that it's not a dispute as to ownership per se, rather the bank is in the midst of foreclosure. It's admittedly a fine line, but I don't think that it goes to ownership. It's not a dispute as to ownership, rather it's simply foreclosure on a mortgage.

Crane: Sounds pretty heavy to me. I'm glad I'm not an invested in that property. It sounds to me as if you're talking about potentially clouded title.

Abrams: Well it doesn't cloud the title, but it could result in the bank eventually possessing the land.

Scholz: Right, in a change of ownership rather than ... yes, right. So what he's saying is the ownership is not in dispute, we know who owns it now. If it goes in foreclosure and the bank forecloses then the bank owns it. Okay?

Crane: So it's an ownership issue?

Scholz: So the ownership changes. But I think as I look at it you know I don't have legal training, but you know that's what it seems to me. The ownership would merely change from the you know the present owner to the bank.

Abrams: That's correct. Yes.

Scholz: Right, that's what happens in foreclosure proceedings. I don't think that clouds the title or makes a contest between the owners.

Crane: I probably misused the term, but okay if the bank takes over the property, is the bank going to develop it according to this plan?

Abrams: Well most likely the bank would auction it off to someone else as opposed to develop it itself, but if the bank or any person that purchases it through the foreclosure auction develops the land and they essentially step into the shoes of the subdivider. They're still bound by the city's regulations.

Scholz: Right, they're bound by the zoning decision that has been made. You know, what you're doing when you buy a piece of land which has been zoned, you're buying the zoning.

Abrams: Yeah, so for example if this particular subdivider, developer incur certain obligations, whoever purchases it from him whether they like those obligations or not, is bound by them.

Crane: So this potential ownership change does not stall our proceedings tonight?

Abrams: Well the way I interpret the ordinance that Mr. Picket is referring to, no it wouldn't.

Crane: Thank you.

Abrams: It might be helpful to have the applicant respond to this in more detail because obviously he's the one who knows, or presumably knows what if anything he's being sued for. But as it stands, I don't see the ordinances interfering with your decision tonight.

Scholz: Okay. Would the applicant like to respond to this? Please identify yourself again when you come to the mike.

Moscato: John Moscato for Sierra Norte Land Holdings.

Scholz: John, thank you.

Moscato: I'd like to make two points, number one the foreclosure proceeding that was referred to pertains only to the original 187 acres of the Metro Verde

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

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

Crane: Yes, thank you.

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

Crane: So moved.

Scholz: A second.

Bustos: Second.

Scholz: All those in favor say aye.

ALL COMMISSIONERS - AYE.

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

Crane: So moved.

Scholz: Is there a second?

Bustos: Second.

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

Crane: Aye findings and discussion.

Scholz: Commissioner Bustos.

Bustos: Aye findings and discussion.

Scholz: Commissioner Beard.

Beard: Aye findings and discussions.

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DISTRICT COURT
DONA ANA COUNTY, NM

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,

Manuel 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.

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.

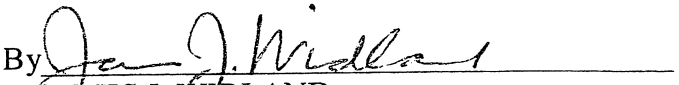
K. That the interests acquired, subsequent to Bank's interest, of any of the other Defendants in the Real Property be foreclosed.

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

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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	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

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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 DONA 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

LASER PRO Lending, Ver. 5.37.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - NM D:\LPL\CFI\WIN\CFI\LPL\D20.FC TR-62062 PR-48

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

John T. Moscato, Member

By: JOHN T. MOSCATO, Member

LENDER:
COMPASS BANK

Authorized Signer

EXHIBIT
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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

By: JOHN T. MOSCATO, Member

By: THOMAS M. STEVENS, Member

LENDER:

COMPASS BANK

Authorized Signer

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COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No.	Call / Coll	Account	Officer	Initials
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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 unterminated 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

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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
JOHN T. MOSCATO

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COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call/Coll	Account	Officer	Initials
						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

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 unterminated 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 established

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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 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

"000000000000665826D12008132007"

COMMERCIAL GUARANTY

[illegible]

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: 3312 LAND HOLDINGS LLC (
4351 MAMBE ARC
LAS CRUCES, NM 88012

Lender: STATE NATIONAL BANK
LAS CRUCES-LOHMAN
P.O. BOX 16229
3000 E LOHMAN
LAS CRUCES, NM 88004
(505) 521-0000

Guarantor: THOMAS M. STEVENS (SSN: ·
310 WINDOVER AVE NW
VIENNA, VA 22180

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 unterminated 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 threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established

EXHIBIT

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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 guaranty, 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 or any other person; (E) to give (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 time, place 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.

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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.

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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 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 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 requires; 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 case or more or

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 GN2 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 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 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 Thomas Stevens
THOMAS M. STEVENS

DATCU 10644499 29111 (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

00000000008855262507450813200 7

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 rights); 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 all 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 tenantable 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.

EXHIBIT
G

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, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and 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, materialmen'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 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 expenditure, 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 and 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, at Lender's option, will (A) be payable on demand; (B) be added to the balance 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:

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 Rents and Personal 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 Rents 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

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 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. 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 remains 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 affect 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), surveyors' reports, and appraisal fees and title insurance, to the extent

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

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.

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 addition, Grantor 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. 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 accessions, 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 premiums) 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, Member of SN2 LAND HOLDINGS LLC

LENDER:

STATE NATIONAL BANK

X _____ (Seal)
Authorized Signer

29111

Loan No: 88652625

MORTGAGE
(Continued)

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 SN2 LAND HOLDINGS LLC, on behalf of SN2 LAND HOLDINGS LLC, a limited liability company.

Notary Public

My commission expires: 08/05/10

LENDER ACKNOWLEDGMENT

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

This instrument was acknowledged before me on Trey O'Donnell 17th August, 2007 by

Jane Thomas
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 _____ County Clerk, Dona Ana, NM

21-7712 AFS

YOLI AVILA

Compass
P.O. Box 4797
McAllen, Texas 78502-4797

RELEASE OF LIEN

Recorded 06/10/2009 DAC

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 10, 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. Villalon
Yolanda Villalon
Assistant Vice-President

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me this 4th day of JUNE, 2009, by Yolanda Villalon, Assistant Vice-President of COMPASS, a banking corporation, on behalf of said corporation.

Yolanda Avila
Notary Public, State of Texas

YOLANDA AVILA Notary Public STATE OF TEXAS My Comm. Exp. July 22, 2012

After Recording Forward to:
SN2 LAND HOLDINGS LLC
ATTN: LOAN OFFICER JAMES MOORE
3800 E. LOHMAN
LAS CRUCES, NM 88004

RELEASE OF LIEN
PAGES: 1

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed For Record On The 10TH Day Of June, 2009 at 04:15:00 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 Chavez County Clerk, Dona Ana, NM

EXHIBIT
tabbies
H

C

ENDORSED

FILED
2009 OCT -5 PM 3:55
DOÑA ANA COUNTY, NM
GREGORY F. TOOMEY

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.

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

RAIN FOR RENT™
CREDIT APPLICATION
MASTER RENTAL & SALES AGREEMENT

APPLICANT (IF INDIVIDUAL, LAST NAME, FIRST NAME, MIDDLE INITIAL): Katerina Inc.
Account No.
Name of Style Under Which You Do Business (DBA):
TELEPHONE: 505-556-0400
CELL PHONE: 505-650-0260
FAX:
ADDRESS: 1001 University Blvd F-2 CITY: Las Cruces STATE: New Mexico ZIP: 88001
BILLING ADDRESS (IF DIFFERENT): P.O. Box 6190 CITY: Las Cruces STATE: New Mexico ZIP: 88006
Year Organized: 1992 | Federal Tax ID #: 85-0480792 | Contractor License #: | O & S Number: | Web Address:
E MAIL: chs.cus@msn.com
Primary SIC Code:
TYPE OF BUSINESS: Real Estate Development. | Number of Employees: 10 | Annual Revenue:
Stock Symbol if Publicly Traded:
CONFIDENTIAL | JOINT VENTURE | CORPORATION | GENERAL PARTNERSHIP | LIMITED LIABILITY PARTNERSHIP | LIMITED PARTNERSHIP | LIMITED LIABILITY COMPANY
NAME & ADDRESS OF PARENT CORPORATION

CORPORATE OFFICERS OR PARTNERS (IF LIMITED PARTNERSHIP NAME OF GENERAL PARTNER) or MEMBERS or INDIVIDUALS (LIST SPOUSE):

NAME	ADDRESS	SOCIAL SECURITY OR TAX I.D. NO.	TITLE
1. Philippos T. Philippou	3140 Estrada Rd. Mesilla	450-41-6437	President
2.			
3.			

CREDIT REFERENCES (LISTED BY SUPPLIER ON VENDORS): ADDRESS

		PHONE #	FAX #
1. Goodyear Tire Center	1165 E. Picacho L.C. NM 88001	525-2851	
2. Foster Oil Co., Inc.	300 S. Motel Blvd. L.C. NM 88007	524-8666	
3. The Power Center, Inc.	1311 E. Foster Rd. L.C. NM 88008	522-1050	522-1168

FINANCIAL INFORMATION: BANK | CITY | STATE | PHONE # | FAX | ACCOUNT #
1. BANK: State National Bank | Las Cruces | New Mexico | 505-521-6131 | 4600515217
LOAN OFFICER: Troy O'Donnell
2. LENDING INSTITUTION:
LOAN OFFICER:
PURCHASE INFORMATION:
P.O.'S REQUIRED ☐ YES ☐ NO
ESTIMATED ANNUAL PURCHASES:
Have you ever filed for Bankruptcy? ☐ YES ☐ NO
SALES TAX INFORMATION: ☐ EXEMPT ☒ NON-EXEMPT RESALE CERTIFICATE/EXEMPTION #:
ADDITIONAL INFORMATION:

Customer's Statement: Read this statement before you sign it.

All information I have given in this application is true and correct. I have read the document in its entirety both front and back and understand its terms and representations and agree to receive the signing of this Agreement. By signing below this Application For Credit, Master Rental and Sales AGREEMENT, I agree to promptly take and be bound by all terms and conditions contained herein. I understand that you will confirm the information this contain the application verbally or submit application for approval. You are also authorized to make all inquiries about my credit. You may share credit and information about me and the applicant on existing accounts with you. I authorize my bank and other lending institutions to release WRITTEN OR VERBAL information about me and the applicant on existing accounts with you. I authorize my bank and other lending institutions to release WRITTEN OR VERBAL SUPPLY COMPANY dba RAIN FOR RENT the right to the information in support my application.

Customer/Authorized Signature & Title: 6-19-07 Date | Customer/Authorized Signature & Title: Date

1. This rental and conditions of the rental and sale of any equipment ("Equipment") by Rain For Rent, Western Office Supply Company, its subsidiaries and affiliates (collectively, "Renter") to the Applicant ("Customer") are made in this Master Rental and Sales Agreement ("Agreement"), no supplements, by any Renter invoice to Renter ("Invoice"), any delivery documents, and any statements from Renter regarding the use or handling of Equipment, or Renter's consent under § 3(d).
2. Renter does pay to Renter within 30 days ("Due Date") of the date of an invoice or Equipment rental, sales and other charges (if any) stated herein ("Rental Charges") and interest at the rate of 1.5% per month (or if less, the highest rate permitted under law) on payments not received by the Due Date. Payments will be credited first against interest and then against Charges. Renter agrees that all funds from income or received by Renter to the extent these funds result from the labor, material or Equipment included in Trust Funds shall be held in trust for benefit of Renter ("Trust Funds"). Renter agrees it has no interest in Trust Funds Held by Renter and to provide vendors to and pay to Renter all Trust Funds.
3. (a) RENTEE SHALL NOT PERMIT THE PRESENCE OF ANY HAZARDOUS WASTE IN EQUIPMENT WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. (b) RENTEE SHALL NOT PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, DISPOSAL OR DAMAGE OF ACUTE HAZARDOUS WASTE WITHOUT RENTOR'S PRIOR WRITTEN CONSENT. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL RENTEE PERMIT ANY EQUIPMENT TO BE USED FOR THE STORAGE, DISPOSAL OR DAMAGE OF ULTRA HAZARDOUS WASTE. (c) RENTEE IS PROHIBITED FROM PLACING IN THE EQUIPMENT ANY MATERIAL THAT CAUSES OR IS SUSPECTED TO CAUSE CORROSION, INCLUDING, BUT NOT LIMITED TO, COPPER-BASED FUNGICIDE (CHAR-GLAZE, ROCKOS 10-C, ROCKOS 500, COPPER-COUNT-N, AND RIDOMIL-COPPER FUNGICIDE). (d) Renter shall advise Renter of the exact location and condition of the Equipment when requested by Renter. Renter agrees that Renter may dispose any Equipment at any time and in any place where Equipment is located.
4. All Equipment will be delivered to Renter at the location set forth in the relevant Delivery Documents and Renter's execution of a Delivery Document shall be conclusive evidence that the relevant Equipment has been delivered to Renter. Renter warrants that this Agreement shall prevent an "Unlawful Without Approval" delivery should Renter fail or be unable to sign the Delivery Document. At the option and cost of Renter, Renter may but is not to be obliged to provide (a) security and store freight charges and/or (b) insurance services, any such services shall be carried out during the term of the rental. (c) Renter acknowledges that Equipment may keep by Customer hazardous materials and/or environmental contaminants ("Contaminants"). Renter may, at its sole option and expense, test any Equipment prior to taking delivery of it from Renter. If Contaminants are detected in any Equipment prior to Renter taking Delivery thereof, Renter may terminate its lease of the Equipment. IF RENTEE ELECTS NOT TO (i) TERMINATE THE RENTAL OF THE EQUIPMENT OR (ii) TEST THE EQUIPMENT, RENTEE SHALL THEREBY WAIVE ANY RIGHT TO OBJECT TO THE PRESENCE OF CONTAMINANTS IN ANY EQUIPMENT OR MAKE ANY CLAIM AGAINST RENTOR IN RESPECT THEREOF.

Exhibit
A

[illegible]

Initial here:

Rev.

880214

File No:1063 [NM][PRIVATE][OWNER]
Notice Requested by and Return To:
RAIN FOR RENT 88 (TUCSON)
5051 EAST CANADA STREET
Tucson, AZ 85607

Customer: KATARINA, INC.
Project: GOLF COURSE
Rec ID: 24G0TQKP9

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 99
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 that labor, service, equipment or materials is:
RAIN FOR RENT 88 (TUCSON)
5051 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 6190
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 07/02/2007 for RAIN FOR RENT 88 (TUCSON).

By: _____ Phone: (520) 574-0479 Fax: (520) 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, 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.

Exhibit
B

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 § 48-2-6

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) 574-8276

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 6190, LAS CRUCES, NM 88006
5. The equipment, labor, materials or services furnished were for the following described property: 8736 NORTH JORNAD ROAD(880214), 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) 574-8276.

By: Saundra J Dimiceli SAUNDRA J DIMICELI, Authorized Representative

ACKNOWLEDGEMENT BY NOTARY PUBLIC

State of California)
) S
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: 03/16/2012

CINDY GARCIA
Commission # 1793686
Notary Public - California
Stanislaus County
My Comm. Expires Mar 16, 2012

Exhibit
C

ENDORSED

FILED

2009 OCT -5 PM 3:55

DISTRICT COURT
DOÑA ANA COUNTY, NM
GREGORY F. TOOMEY

COPY

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

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,

Defendants.

THIS CASE HAS BEEN ASSIGNED TO
JAMES T. MARTIN

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:

[X] 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

951

FILED

2009 DEC 31 AM 10: 57

DISTRICT COURT
DOÑA 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.

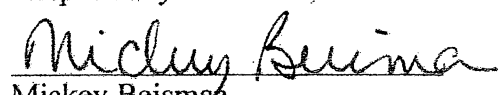
Under the New Mexico Mechanic's and Materialmen's Act, a mechanic's lien "is a charge imposed upon specific property, by which it is made security for the performance of an act [emphasis added]." NMSA (1978) § 48-2-1. For this reason, Golf Works' mechanic's lien is an encumbrance upon the Property.

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 Commerical Center
316 Osuna Road, NE Unit 201
Albuquerque, NM 87107
(Attorney for Wagner Equipment Co.)

Mickey Beisman

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 or 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 Jefrrey 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.

Year	Name	Original Tax Amount	Status	Receipt No.
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

7700

(2)

Southwestern Abstract & Title Co 42496 KD/vy

WARRANTY DEED

UNITED FIVE PROPERTIES, LLC a New Mexico limited liability co., for consideration paid, grants to KATERINA INC. a New Mexico Corporation whose address is PO Box 6190 Las Cruces, NM. 88006 the following described real estate in Dona Ana County, New Mexico:

SEE LEGAL DESCRIPTION ATTACHED HERETO

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(s) this 9 day of March, 2005.
UNITED FIVE PROPERTIES, LLC, a NM ltd. Liability co.

By: Stephen J. Isaacks
Stephen J. Isaacks, Member

ACKNOWLEDGEMENT

STATE OF NEW MEXICO }
}ss.
COUNTY OF DONA ANA }

This instrument was acknowledged before me this 9 day of March, 2005, by Stephen J. Isaacks, Member.

Notary Public

My Commission Expires:

OFFICIAL SEAL
KEVIN L. DAVIS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 07/16/07

1759

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.

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

1760

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 7900
I hereby certify that this instrument was filed for recording and duly recorded on
MAR 11 2005
at 3:58 o'clock P M
Book 592 Page 1759-1760
of the Records of said County.
Rita Torres, County Clerk
By [signature]

EXHIBIT " B "

23375

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 Philippou 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 27th day of June, 2006.

United Five Properties, LLC, a New Mexico limited liability co.

x 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 27th day of June, 2006, by Stephen Isaacks, Member United Five Properties, LLC, a New Mexico limited liability co.

My Commission Expires: 02/01/07

KEVIN L. CAMS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires:

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF

State of New Mexico
County of Dona Ana
RECEPTION NO. 23375
I hereby certify that this instrument was filed for recording and duly recorded on
JUL 05 2006
at 2:32 o'clock P M
Book 725 Page 1467
of the Records of said County
Witness my hand and seal
By [signature]

This Instrument was Acknowledged before me on _____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____

STATE OF NEW MEXICO
COUNTY CLERK

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: _____
Philippos T. Philippou, Manger

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 Philippou, LLC, a New Mexico limited liability company.

OFFICIAL SEAL
PATRICIA HAVERPORTH
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2/23/08

(SEAL)

Patricia Haverporth
Notary Public
My Commission Expires: 2/23/08

State of New Mexico
County of Dona Ana, ss
RECEPTION NO. 29225
I hereby certify that this instrument was filed for recording and duly recorded on Aug 22 2006
at 2:38 o'clock PM
Book 739 Page 313
of the Records of said County.
Rita Torres, County Clerk
By: _____ DEPUTY

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

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 or 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 Abritration Association Abritration 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.

Year	Name	Original Tax Amount	Status	Receipt No.
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, Doña 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 Doña 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.

Recorded 07/23/2009 DAC

KATERINA, LLC, a New Mexico limited liability company

By: [signature]
Kyle H. Moberly, Authorized Agent

STATE OF NEW MEXICO
COUNTY OF DOÑA 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

Patricia Haverporth
Notary Public
My commission expires: 2/23/12

@FFDesktop\:ODMA\WORLDOX\E:\DOX\CLIENT\39316\121\00018866.WPD

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

WARRANTY DEED
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 #0920573 Of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
Lynn J. Ellins
Deputy [signature] County Clerk, Dona Ana, NM

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

EXHIBIT " E "

Branch :FNM,User :CAF

Comment:

Station Id :HEOU

SWAT JP

WARRANTY DEED

Recorded 08/05/2009 DAC

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 Solano, 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 10, 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: 1/16/11

Notary Public

OFFICIAL NOTARY SEAL
MICHELLE TERRAZAS
Notary Public
State Of New Mexico
My Comm. Expires 1/16/11

Branch :FNM,User :CAF

Comment:

Station Id :HEOU

EXHIBIT "A"
PAGE 1 of 1

Recorded 08/05/2009 DAC

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 ½" iron rod set for the Northeast corner of this tract;

THENCE S.00°29'00"E., a distance of 1197.03 feet to a ½" 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 ½" 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.

2010 JAN 13 AM 9:50
DONA ANA COUNTY, NM

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA
THIRD JUDICIAL DISTRICT

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.

Jan 14 10 05:22p HOLT BRBINGTON 575 524072b p.2

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

By: _____
for Matthew P. Holt
P.O. Box 2699
Las Cruces, NM 88004-2699
(575) 524-8812

Katerina, Inc.

By: _____
Kyle H. Moberly
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. CV2009-3334

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,

Defendants.

Recorded 12/22 2009 DAC

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

\\Prolaw\ProClient\008025-042407\Pleadings\623756.doc

981

STATE OF NEW MEXICO
COUNTY CLERK
DONA ANA COUNTY

LIS PENDENS
PAGES: 3

COUNTY OF DONA ANA)
STATE OF NEW MEXICO) ss

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 _____ County Clerk, Dona Ana, NM

E

983

Instrument #0933929 E-Recorded 12/15/2009 04:24:09 PM
DEED Pages: 8 SANDRAL
Lynn J. Ellins, Dona Ana County Clerk

DONA ANA TITLE CO. INC.
GF # 1385336/mifo

e-Recorded 12/15/09 DAC

DEED IN LIEU OF FORECLOSURE

STATE OF NEW MEXICO)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DONA ANA)

Bright View Land Company, a Delaware corporation (herein called the "Grantor"), whose mailing address is 4351 Nambe Arc, Las Cruces, New Mexico 88011, for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other good and valuable consideration to it, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey, unto P.I. Holdings No. 1, Inc., a Texas corporation, (herein called "Holdings"), whose mailing address is c/o Compass Bank, 3800 E. Lohman Ave, Las Cruces, NM 88011, with warranty covenants, all that certain land and premises situated in Dona Ana County, New Mexico, and more particularly described on Exhibit "1" attached hereto and made a part hereof for all purposes (the "Land"), together with all and singular the following:

(i) All buildings and other improvements located thereon (the "Improvements"), and all rights and appurtenances thereto in anywise belonging, including, but not limited to, all of the right, title, and interest of Grantor in and to any land lying in or under the bed of any highway, avenue, or street, in, on, across, abutting or adjacent to the above-described property;

(ii) All rights, titles, and interests of Grantor in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any highway, avenue, street, road, alley, or other right-of-way;

(iii) All buildings, equipment, fixtures, and other improvements and items of personal property owned by Grantor related to the Land or Improvements, whether or not attached to or located in the Land or Improvements;

(iv) All Purchase Agreements for lots within the Land provided that Holdings does not hereby assume or agree to become liable for any debts, duties, or obligations under any of such agreements or contracts except for the duties or obligations of seller under the Purchase Agreement set forth in Exhibit 2;

(v) All plans and specifications for, and all contracts and subcontracts relating to, the Improvements; all deposits (including, without limitation, deposits from prospective purchasers of lots), contract rights, instruments, documents, all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the operation, use, or ownership of the Improvements; and all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land or the Improvements; and all other interests of every kind and character which Grantor now has or may at any time hereafter acquire in or with respect to the above-described real and personal properties, and all property which is used or useful in connection therewith, including rights of

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.

EXECUTED on this the 15th day of December, 2009.

BRIGHT VIEW LAND COMPANY

By: John T. Moscato, President
John T. Moscato
President

e-Recorded 12/15/09 DAC

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on December 15, 2009 by John T. Moscato as President of Bright View Land Company, a Delaware corporation.

OFFICIAL SEAL
Steven D. Parsley
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 12-16-11

Notary Public

My commission expires:

_____

\\Prolaw\ProClient\008025-042408\Closing Documents\659973.doc

e-Recorded 12/15/09 DAC

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 D A C

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.

EXHIBIT 3

See attached from Title Commitment

e-Recorded 12/15/09 DAC

ALTA Commitment (6-17-06)

Commitment Page 5
Commitment Number: 1385336-DA06

e-Recorded 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

EXHIBIT 3

e-Recorded 12/15/09 DAC

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.

F

992

Instrument # 0933931 E-Recorded 12:15:2009 04:24:11 PM
WARRANTY DEED Pages: 1 SANDRAL
Lynn J. Ellins, Dona Ana County Clerk

DONA ANA TITLE CO. INC.
GF # 1385336/mifo

e-Recorded 12/15/09 DAC

WARRANTY DEED

BRIGHT VIEW LAND COMPANY, a Delaware corporation, for consideration paid, grants to THE PUEBLOS AT ALAMEDA RANCH ASSOCIATION, INC., a New Mexico corporation, whose address is PO BOX 3340, LAS CRUCES, NEW MEXICO 88013, the following described real estate in Dona Ana County, New Mexico:

Tracts A, B, C, D, E, F, G, H, I, and J 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.

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY

Tracts M, N, and O 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.

Subject to reservations, restrictions, and easements of record and to property taxes for the current year and all subsequent years.

with warranty covenants.

EXECUTED on this the 15th day of December, 2009.

BRIGHT VIEW LAND COMPANY

By: John T. Moscato, President
John T. Moscato
President

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on December 15, 2009 by John T. Moscato as President of Bright View Land Company, a Delaware corporation.

Notary Public

My commission expires:

OFFICIAL SEAL
Steven D. Parsley
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 12-16-11

G

REGULAR MEETING
OF THE
PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES

City Council Chambers

August 22, 2006

6:00 p.m.

BOARD MEMBERS PRESENT:

Bruce Buchman, Chair
Nancy Binneweg, Vice-Chair
Elizabeth Camuñez, Secretary
Donald Bustos, Member
Harry Sanchez, Member
Fred Kennon, Member

BOARD MEMBERS ABSENT:

Shawn Evans, Member

STAFF:

Vincent Banegas, Development Services & MPO Administrator
Sandra Gaiser, Senior Planner
James White, Planner
Cheryl Rodriguez, Planner
Gina Gentile, Planner
Paul Yadro, Associate Planner
Jared Abrams, Assistant City Attorney
Travis Brown, Deputy Chief/Fire Marshal
Pat Hill, Recording Secretary

I. CALL TO ORDER

CHAIR BUCHMAN: Good evening ladies and gentlemen. I'd like to call to order the Planning and Zoning Commission meeting for Tuesday, August 22, 2006. If

FRED KENNON: Question for Mr. Binns. In the application, it indicated a potential for a 0' setback relative to one side yard. Can you explain that?

EDDIE BINNS: Yes, sir. That is referring to the small lots down below. This would be a project that I would envision paralleling what took place in The Mission subdivision, which could be a zero lot line where the house is built on the property line on one side then there would be a 10' right-of-way and/or space between the house and the property line on the other side, so that we always would maintain a 10' space between units for fire control and open space.

FRED KENNON: Thank you.

CHAIR BUCHMAN: Other Commissioners? Other questions or comments? Hearing none, I'll accept a motion on Case S-06-054.

HARRY SANCHEZ: I make a motion to approve Case S-06-054 as stated.

ELIZABETH CAMUÑEZ: Second it.

CHAIR BUCHMAN: I'll call the roll. Commissioner Binneweg.

NANCY BINNEWEG: Aye, based on discussion and findings.

CHAIR BUCHMAN: Commissioner Bustos.

DONALD BUSTOS: Aye, discussion and findings.

CHAIR BUCHMAN: Commissioner Kennon.

FRED KENNON: Aye, discussion and findings.

CHAIR BUCHMAN: Commissioner Sanchez.

HARRY SANCHEZ: Aye, discussion and findings.

CHAIR BUCHMAN: Commissioner Camuñez.

ELIZABETH CAMUÑEZ: Aye, discussion and findings.

CHAIR BUCHMAN: And the Chair votes "aye," based on discussion and findings and site visit. This passes 6 to 0. Thank you. Next item is a PUD case, PUD-06-05. This is a request to amend the existing PUD known as Las Alamedas Central, and a master plan amendment to the Las Alamedas Central for the development to be known as The Pueblos at Alameda Ranch, Phase 3. This final site plan is for approximately 84 acres. Is the applicant ready to make their presentation? Please come forward.

APPLICANT: Chairman, Commissioners, my name is Matt Kenney, I'm with Denton Ventures. I'll speak on behalf of the developer. As stated, this is an amendment to the Las Alamedas Master Plan. The property was zoned R-1 and R-3, and it was PUD so that the 1981 zoning applied. So the R-3 in the old Zoning Code allowed for anything with a density or lower in a residential sense, so you could have anything from single-family to apartment zoning on the property, under the old zoning. This is a vicinity map. This is Sonoma Ranch Boulevard. This is the branch community college. Phases 1 and 2 of The Pueblos at Alameda Ranch, Sonoma Ranch North, Sonoma Ranch East. I'd like to point out a few things on this vicinity map. To begin with, everything west of Mesa Grande from Lohman Avenue to Highway 70 has either been constructed or master planned by one developer or another. This is simply one of the pieces that makes the connections that we're all looking for. The loop of Sonoma Ranch Boulevard, Northrise Drive, and Calle Abuelo, we will have a road connecting Calle Abuelo to Sonoma Ranch with our primary access at Sonoma Ranch. We are proposing a gated community, but we've made a commitment that we will have access to pedestrians and bikes through the gate so that you have a very nice looping pedestrian system. In Phase 1 we had a third of the project was open space areas, and it includes a pool house. Phase 2 includes a pool as well as a dedicated 1-acre park, a fully developed park that the developer is building and dedicating and giving to the City in lieu of park fees for the three projects. The spaces that you see in between the projects are...we dedicated on the Las Alamedas Master Plan for the flood plains in the area. We are not encroaching on the flood plains in any way. And the Alameda Arroyo, as I understand it, is part of the MPO's trail system. And part of the park in Phase 2 was to include a parking lot that would allow not only the residents in The Pueblos at Alameda Ranch, but the public in general, to access that trail system when it gets built. This is the layout of The Pueblos, Phase 3. It includes a patio home area to the...let me state again...this is Sonoma Ranch Boulevard to the west, Calle Abuelo to the east, the Alameda Arroyo to the north. Again, that's native open space. And there's a 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

20' side setback on the other. The idea is to put the setback all on one side and actually enforce a setback that's wider than what is typically required in order to create a usable side yard on the lots. And the lots are a little bit wider than standard, what you see in a lot of subdivisions in the City. We're encouraging builders to turn their garages 90° to the street; if they do that they can use a 20' front setback. If they choose to have the garage directly facing the street, they have to set the entire structure back 25'. And again, the...every single lot has an open space buffer. Based on the severity of the topography, we will have to re-vegetate those areas, but if you've gone to Phase 1 and looked at the ponds and so forth, the developer is committed to placing native vegetation back. We have, in fact, on both Phases 1 and 2, gone in beforehand and salvaged cactus and yuccas so that we can re-vegetate ponding and grading areas and that...a very good example of that is Phase 1. If you haven't been through there, I'd encourage you to take a look at how Mr. Moscato constructs a project. But every single patio home does in fact have a buffer from its neighbor, as opposed to the standard subdivision where you have a lot line right up against your neighbor. The project, as I mentioned, includes an attached single-family or multi-family area which is south of the main road. We have established a density range for those lots, depending on the type of use that is proposed, anywhere from 5-12 dwelling units per acre, and so that gives you a range of anywhere from 21-49, for instance, on Lot 101. If you add up the maximum here, you will get more than 232 lots. The way the PUD is set up is that we can only construct 232 residential units south of the road, and we can do it in a number of different ways. These are conceptual layouts of what potentially could go in there and again; overall, the lots south of the main road will have no more than 8 dwelling units per acre on that property. The uses that might be constructed there include attached townhomes, detached zero-lot line patio homes, zero-lot line cluster patio homes. We could have apartments, clustered zero-lot line homes; these each have their own lot underneath them. And again, another type of attached townhome. So these are the different types of residential uses that could be built there. When we have a buyer, there will have to be an entire set of construction drawings that's put together and submitted to the

City for review by all the different departments and, you know, including Fire, Utilities, Public Works, and so forth, and all the drainage and everything will have to be addressed for each site plan and will go through a full blown review. But again, the density will not exceed 8 dwelling units. One lot may have 5 dwelling units per acre and the other will have 12, but overall it will be 8 dwelling units per acre on Lots 101-109 down here. The neighborhood center, this is again just a conceptual site plan to describe what we're talking about, we will have some form of pool and other recreational uses associated with it - we're showing beach volleyball on this slide here – and the rest of the area will be constructed with commercial uses and...this is simply conceptual. There is none thought that maybe there ought to be a lot line division between the pool house so that the homeowner association knows what they own and are responsible for maintaining, and then there'd be specific areas for the commercial uses. One point of interest that I'd like to point out is that the gate that we're proposing for the residential area will be to the east of the entrance to this commercial area and we will design the parking lot system in a manner that's accessible to the Fire Department, in order for them to make a loop back to Sonoma Ranch if there is a reason why they don't want to go through the gate and come through. They'll obviously have access through the gate as well, but if they need to make a turnaround they won't be stuck here at the gate trying to do a 3-point turn or worse. There's quite a list of uses – they're mostly office and restaurant/bank-type uses. We went through the commercial uses and restricted some of the more abusive uses for a residential area, but the PUD does allow that if a similar use is missing off this list that staff has the ability to add it administratively if they find that it's a similar use. We've put together some conceptual elevations of the residential uses, and you can see many of these in Phase 1 already under construction. This is an adobe style house. This is Las Cruces traditional – what that is, is when you have a combination of a pitched tile roof with a flat roof. A mission, again, can have some tile but it has the mission style ends of the roof line. And here's a composite elevation of what the different use, different types of elevations might look like as well as how the streetscape turns out with the landscaping in the street. One thing

I didn't mention about the streets is that they are privately maintained, including the landscaping. And that concludes my presentation. I'd be happy to answer any questions you may have.

CHAIR BUCHMAN: Thank you, Mr. Kenney. Staff presentation, please.

GINA GENTILE: Good evening, Mr. Chair, and Commissioners. For the record, I'm Gina Gentile, Community Development. Before you this evening is a request to amend an existing Planned Unit Development, or PUD, known as Las Alamedas Central and a Master Plan amendment to the Las Alamedas Central Master Plan, for a development known as The Pueblos at Alameda Ranch, Phase 3. The request is for a concept plan and a final site plan approval, and it's Case PUD-06-05. Shown on this slide here is a photo taken from a high point off of Calle Jitas. If you might have noticed, of course, Sonoma Ranch Boulevard isn't in yet, so you can't directly access where the development is without a good hike. And so this is a...you can see where the development is going to go, though, because it's...I was standing on a little ridge there. Shown here highlighted, this area right in here is the subject property, and it consists of all formerly PUD parcels. And here it's identified as a conceptual site plan, and I wanted to point out that the final site plan also is laid out in the same manner as you see here. And just briefly, I just wanted to also point out that this section here that the developer was speaking to about the commercial node on Lot 110 that was previously in the master plan identified as R-1 underlying zone and this amendment will allow the commercial use in this location. It's located between Sonoma Ranch Boulevard and Calle Abuelo and north of Calle Jitas and the total property consists of 83.97 acres of land. On the north side of the main road through the gated development are lots 1-100, in which there will be an estimated 100 patio home lots and that...they occupy approximately 29.44 acres with an overall density of 3.4 dwelling units per acre, and they will be clustered around 10.24 acres of open space. And the setbacks, I don't want to be repetitive, but the developer kind of explained the setback in this area, so I don't know if you need a little more detail, but that information is here. If you need me to elaborate, I will. And the southern half of the main road through the gated community is identified as Lots 101-109 and those are larger parcels of

land and the developer, part of this proposal is to take the larger parcels of land and administratively through staff redefine the lot lines, whereas they will develop with average density of 8 dwelling units per acre or a maximum number of units of 232 units. That will come in at a future point. And the developer kind of gave you an indication of what possible uses may go in there with the slide in which he described the clustered or the single lots – they wanted to leave that open a little bit. So the PUD request is for the development to be gated from the beginning, approximately of Lot 109 to Calle Abuelo, with gates at both ends. The access roads will be privately maintained unless otherwise mandated by the City. The setbacks will be flexible for either site built or townhomes. Lots 101-109 can be adjusted when requested with administrative approval of staff with a maximum dwelling unit per acre of 8, or 232 lots that may be multi-family, single-family townhomes, or single-family detached patio homes. Part of the PUD requirements are that there be a community benefit and in this instance, the benefit would be preservation of the topography, which is an integral part of this proposal, and the privately maintained roads to the individual lots which will mean no maintenance for the City. These are some property photos of the area; again, taken from a ridge looking down over the land that is to be developed. Also, I wish at this time to mention that DRC also recommended approval. There was a condition that there be access for non-motorized traffic on the public trails. Staff recommendation is approval based on the findings and support of the Comprehensive Plan. And I also wanted to note that typically P & Z has final authority with the site plan approvals, however, since concept plans must go to the City Council for approval the whole case must go forward to the City Council if approved by your Commission. And I stand for questions.

CHAIR BUCHMAN: Thank you. Open to the public – anybody in the public wish to make a comment on way or the other on this case? Okay. Seeing no one, Commissioners? Questions? Comments? Yes, Commissioner Binneweg.

NANCY BINNEWEG: In our packet it spoke a couple of times of 20.18+ acres of open space, and it took me a bit to figure out because they talked about 10.24 acres that is the total that's behind all those townhomes, all that open space, so I'm

assuming the other 10 acres is like the arroyo or something. Because they...in our packet it initially says 20.18 acres of open space, but they only designated 10.24 acres around the townhomes and so I'm assuming there's another 10 acres of a bigger parcel, the flood plane or something?

GINA GENTILE: Actually, I believe that that may be a typo. The 10...I don't have it in front of me now myself, but...

NANCY BINNEWEG: 24.

GINA GENTILE: 10.24 acres is the total amount of open space with this development.

NANCY BINNEWEG: Well, then where are the 20.18? I was looking at that thinking that was pretty nice.

GINA GENTILE: Yeah...I'm not really sure where that figure came from, but it's 10.24 acres.

NANCY BINNEWEG: Hm.

CHAIR BUCHMAN: All right. So we've determined the zoning is going to be 10 acres of open space. Is that correct, Mr. Kenney?

MATT KENNEY: Chairman, Commissioners, I just wanted to...it is 10 acres within the project. I wanted to point out the project is part of the Las Alamedas Master Plan, which sets aside well over 100 acres of Alameda Arroyo flood plain-type open space and so this 10 acres that we're setting aside is in addition to that 100 acres or more that's already set aside for the flood plains.

NANCY BINNEWEG: Well, I was just confused. I saw 20, and they only are counting the 10.

CHAIR BUCHMAN: Okay. Thank you.

NANCY BINNEWEG: Okay. Thanks.

CHAIR BUCHMAN: Any other questions or comments? Hearing none, I will accept a motion on Case PUD-06-05.

NANCY BINNEWEG: Mr. Chair, I move we approve Case PUD-06-05.

ELIZABETH CAMUÑEZ: I second it.

CHAIR BUCHMAN: I'll call the roll. Commissioner Binneweg.

NANCY BINNEWEG: Aye, based on findings and discussion.

CHAIR BUCHMAN: Commissioner Bustos.

DONALD BUSTOS: Aye, findings and discussion.

CHAIR BUCHMAN: Commissioner Kennon.

FRED KENNON: Aye, findings and discussion.

CHAIR BUCHMAN: Commissioner Sanchez.

HARRY SANCHEZ: Aye, findings and discussion.

CHAIR BUCHMAN: Commissioner Camuñez.

ELIZABETH CAMUÑEZ: Aye, findings and discussion.

CHAIR BUCHMAN: And the Chair votes "aye," based on findings and discussion also. This passes 6 to 0. Commissioners, we're through six cases and we've got six more. You want to take a quick 5 minute break?

NANCY BINNEWEG: Yes.

CHAIR BUCHMAN: Okay. We're going to take a 5 minute break. We will return at 8:23. Thank you.

(BREAK)

CHAIR BUCHMAN: Okay. May we have order please? Hello? Okay, the next case on the agenda is three cases combined. We're going to hear these in one, at one sitting, and then we'll take separate action on each of the (inaudible). First, we have S-06-064, which is a request for annexation plat of approximately 210 acres of land into the corporate City, corporate limits of the City of Las Cruces. This land is known as Rincon Hills annexation. The second part is a request for a master plan of this 210 acres, and that is Case S-06-063. And the third is Case Z2679, and this is a request for initial zoning approval of the 210 acres. Is the applicant ready to make their presentation?

APPLICANT: Yes, sir.

CHAIR BUCHMAN: Continue.

APPLICANT: Good evening. My name is Willie Roman, from Blackham, Roman, Greiner and Associates. I'm the engineer working on this aspect of this project and...on behalf of Ken Thurston, who has just been released from the hospital today. I'm here representing him. And first, I'd like to thank the Commission for hearing this case. Rincon Hills is being proposed by Rincon Valley, LLC, which is

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1005

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

1006

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)

1007

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.

1008

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

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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

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
I0729110 - (public view)
I0629225 - (public view)
I0623375 - (public view)
I057700 - (public view)
I0435751 - (public view)
I0315253 - (public view)
I974179 - (public view)

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

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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

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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

1012

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)

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

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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

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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

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)

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

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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

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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

1018

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)

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

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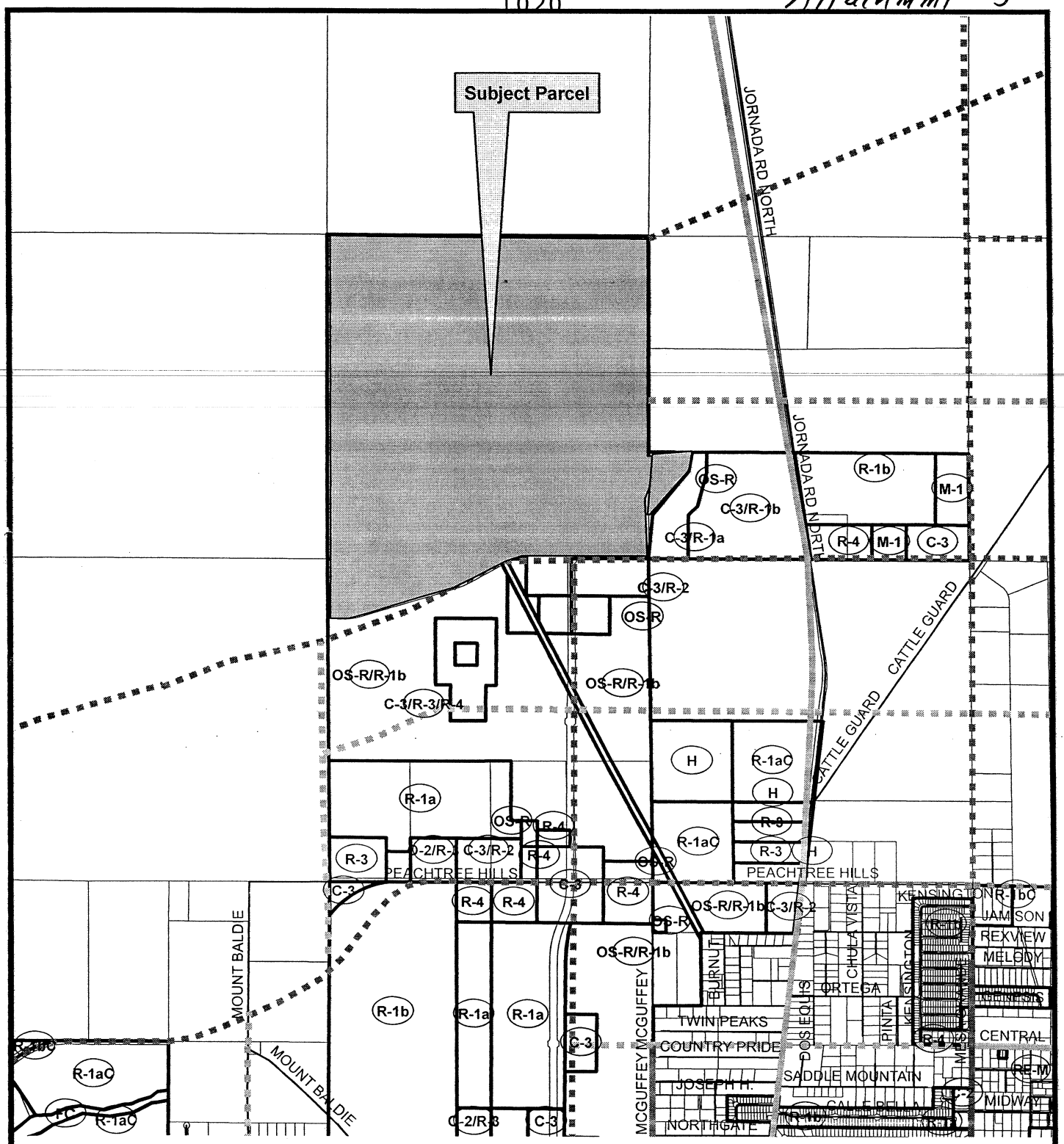
Attachment "D"



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

0 7501,500 3,000 4,500 6,000 Feet

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