



THE PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC) WILL HOLD A REGULAR MEETING ON MONDAY, NOVEMBER 1, 2021, AT 2:30 P.M. IN THE BOARD ROOM OF THE MESILLA TOWN HALL, 2231 AVENIDA DE MESILLA. ****FOR THE HEALTH & SAFETY OF ALL PUBLIC, MASKS ARE REQUIRED TO ENTER****

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL AND DETERMINATION OF A QUORUM
3. CHANGES/APPROVAL OF THE AGENDA
4. PUBLIC INPUT – The public is invited to address the Commission for up to 3 minutes. Space is limited and may require persons giving public input *IN PERSON* to rotate if capacity of the room is exceeded.
5. APPROVAL OF CONSENT AGENDA: (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *. These projects were approved in accordance with MTC 15.15.030 (B))
 - a) *PZHAC MINUTES: A Regular Meeting of October 18, 2021.
 - b) *PZHAC CASE #061300 – 2520 Calle de Parian, submitted by Filbert S. Alatorre to replace roofing paper on front porch. Zoned: Historic Residential (HR).
 - c) * PZHAC CASE #061301 – 2245 Calle de Colon, submitted by Roberto Garcia to remove and replace 8 windows with no changes to size of opening structure. Zoned: Historic Residential (HR).
6. *NEW BUSINESS
 - A. PZHAC Case #061302 – 2935 Estrada Rd., submitted by Dagmar Bausova for a re-roof, removing current roofing tiles and replacing with metal roof. **Zoned: Residential Agricultural (RA).**
 - B. PZHAC CASE #061303 – 3116 Highway 28, submitted by Norm Fristoe of Lama Properties, LLC for the construction of an exterior wall. **Zoned: Residential Agricultural (RA).**

Business Registrations:

 - C. **BL#0908** – 1701 Calle De Mercado #5, a business registration for Enriquez – Sole Proprietor submitted by Nathan Enriquez for an investment advisory firm. **Zoned: Commercial (C).**
7. COMMISSION/STAFF COMMENTS
8. ADJOURNMENT

NOTICE

If you need an accommodation for a disability to enable you to full participate in the hearing or meeting, please contact us at 524.3262 at least 72 hours prior to the meeting. A copy of the agenda packet can be found online at www.mesillanm.gov.

Posted 10/29/2021 at the following locations:
Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.



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6 **PLANNING, ZONING AND HISTORICAL APPROPRIATENESS COMMISSION (PZHAC)**
7 **MINUTES**
8 **MONDAY, OCTOBER 18, 2021**
9 **2:30 P.M.**

10 **1. PLEDGE OF ALLEGIANCE**

11 Chairwoman Lucero lead the pledge of allegiance.

12 **2. ROLL CALL AND DETERMINATION OF A QUORUM**

13 Commissioner Lucero, Commissioner Jones, Commissioner Nevarez and Commissioner
14 Walkinshaw were in attendance of this meeting.

15 **3. CHANGES/APPROVAL OF THE AGENDA**

16 Motion to approve the agenda was made by Commissioner Nevarez, Seconded by Commissioner
17 Jones. (Vote = 4-0).

18 **4. PUBLIC INPUT** – The public is invited to address the Commission for up to 3 minutes.
19 Space is limited and may require persons giving public input *IN PERSON* to rotate if
20 capacity of the room is exceeded.

21 No public comments.

22 **5. APPROVAL OF CONSENT AGENDA:** (The Board will be asked to approve by one motion
23 the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *.
24 These projects were approved in accordance with MTC 15.15.030 (B))

25 a) ***PZHAC MINUTES:** A Regular Meeting of October 4, 2021. **Approved by consent*
26 *agenda*

27 b) ***PZHAC CASE #061290** – 2190 Avenida de Mesilla, submitted by Emilie Cano for Café de
28 Mesilla to replace handrails on the patio. **Zoned: Historic Commercial (HC).** **Approved by*
29 *consent agenda*

30 c) ***PZHAC CASE #061291** – 2220 Calle de Parian, submitted by TR Fietze, LLC, for the
31 repair of cracks in stucco. **Zoned: Historic Commercial (HC).** **Approved by consent*
32 *agenda*

33 d) ***PZHAC CASE #061292** – 200 Capri Road, submitted by Window World on behalf of
34 Jeanne Medina, for the replacement of 14 windows. **Zoned: Single Family Residential**
35 **(R1).** **Approved by consent agenda*

36 e) ***PZHAC CASE #061295** – 2921 Calle de Guadalupe, submitted by Window World on
37 behalf of Hallie Shelton for the replacement of 9 windows. **Zoned: Historic Residential**
38 **(HR).** **Approved by consent agenda*

39 f) ***PZHAC CASE #061297** – 2909 Calle del Sur, submitted by Eloy Zubia Roofing, Inc. on
40 behalf of Henry DeMateo, for a reroof. **Zoned: Residential Agricultural (RA).** **Approved*
41 *by consent agenda*

42 Motion to approve the consent agenda was made by Commissioner Nevarez, Seconded by Commissioner
43 Jones. (Vote = 4-0).

1 Commissioner Nevarez questioned as to why the windows for Shelton did not go through Architectural
2 Styles and then to P&Z.

3 Ms. Stoechner-Hernandez stated that it had gone to Architectural Styles the beginning of the month, but
4 more information was needed. It was administratively approved by staff because the building had already
5 been upgraded at one point in time and that the windows being replaced were like for like. Staff is
6 authorized by the Code to approve administratively if the application is for repair/maintenance of the
7 same. Examples: repaint, repair stucco, re-roof without change or going down to decking.

8 **6. *NEW BUSINESS**

9 **A. PZHAC Case #061293 – 2943 Estrada Road, submitted by Brenda Brown to install two**
10 **4x4 posts with a decorative beam between them. Zoned: Residential Agricultural**
11 **(RA).**

12 Staff presented the facts of the case.

13 The Browns were present for questions.

14 Motion to approve PZHAC Case 061293 was made by Commissioner Jones, Seconded by Commissioner
15 Walkinshaw. (Vote = 4-0).

16 **B. PZHAC Case #061294 – 2943 Estrada Road, submitted by Brenda Brown construct two**
17 **walls on back porch to close in washroom. Zoned: Residential Agricultural (RA).**

18 Staff presented the facts of the case.

19 The Browns were present and had turned in additional paperwork the day of the meeting demonstrating
20 the construction.

21 Mr. Maese reviewed the drawings at the meeting and concurred that the drawings were adequate.

22 Motion to approve PZHAC Case 061294 was made by Commissioner Nevarez, Seconded by
23 Commissioner Jones. (Vote = 4-0).

24 **C. PZHAC Case #061296 – 3036 Avenida de Mesilla, submitted by Old Mesilla Kennel to**
25 **paint the exterior of the building a different color. Zoned: Residential Agricultural**
26 **(RA).**

27 Staff presented the facts of the case. The color was changed from yellow to white with grey trim done
28 prior to obtaining a permit.

29 Motion to approve PZHAC Case 061296 was made by Commissioner Nevarez, Seconded by
30 Commissioner Jones. (Vote = 4-0).

31 **D. PZHAC Case #061298 – 2687 Calle de Parian, submitted by William McIlvaine for the**
32 **removal of damaged concrete on the corner of Parian and Oeste, install flagstone, remove**
33 **iron fence sections and install rock wall instead. Zoned: Historic Residential (HR).**

34 Staff presented the facts of the case. The landscaping would be installed to prevent further erosion near
35 his fence at Parian/Oeste. The applicant understands that it is within utility easement so in the event of an

1 emergency, the landscaping would be pulled out. Further, the applicant proposes to remove the wrought
2 iron from his rock wall and replace it with solid rock.

3 Motion to approve PZHAC Case 061298 was made by Commissioner Jones, Seconded by Commissioner
4 Nevarez. (Vote = 4-0).

5 **7. COMMISSION/STAFF COMMENTS**

6 Commissioner Nevarez asked for an update on hiring a Community Development Coordinator.

7 Staff stated that an offer had been made to the qualified candidate and we were awaiting a response.

8 **8. ADJOURNMENT**

9 Motion to adjourn was made by Commissioner Lucero, Seconded by Commissioner Nevarez. (Vote = 4-
10 0). Meeting was adjourned at 2:49 p.m.

DRAFT

TOWN OF MESILLA
ZONING APPROVAL

OFFICIAL USE ONLY:

Case # 061300

Fee \$ _____

PERMISSION TO CONDUCT WORK
OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. _____ ZONE: RR CODE: RR APPLICATION DATE: 10/25/21

Name of Property Owner: Filbert S Alatorre Property Owner's Telephone Number: 575-526-8861

Property Owner's Mailing Address: P.O. Box 199 Mesilla N.M. 88046

Property Owner's E-mail Address: filalatorre@yahoo.com

Contractor's Name & Address (If none, indicate Self): self

Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____

Address of Proposed Work: 2520 Calle de Parian

Description of Proposed Work: replace 50# roofing paper on front porch. Paper was lifted by strong wind and just keeps tearing 5' x 12' sections

Estimated Cost: \$ 150.00 Signature of Applicant: Filbert S Alatorre Date: 10-25-21

Signature of property owner: Filbert S Alatorre

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval BOT Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

PZHAC APPROVAL REQUIRED: ___ YES NO BOT APPROVAL REQUIRED: ___ YES NO

CID PERMIT/INSPECTION REQUIRED: ___ YES NO ___ SEE CONDITIONS

CONDITIONS: replacement of paper only

PERMISSION ISSUED/DENIED BY: ase ISSUE DATE: 10/25/21

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:

- Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
- Site Plan with dimensions and details.
- Foundation plan with details.
- Floor plan showing rooms, their uses and dimensions.
- Cross section of walls
- Roof and floor framing plan
- Proof of legal access to the property.
- Drainage plan.
- Details of architectural style and color scheme (checklist included for Historical zones) - diagrams and elevations.
- Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
- Proof of legal access to the property.
- Other information as necessary or required by the City Code or Community Development Department (See other side.)

Town of Mesilla
PLAN APPROVED
FOR COMPLIANCE WITH
TOWN ZONING CODE

By: ase Date: 10/25/21

TOWN OF MESILLA
PERMISSION TO CONDUCT WORK
 OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT

OFFICIAL USE ONLY:
 Case # 061301
 Fee \$ _____

2331 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. _____ ZONE: _____ CODE: _____ APPLICATION DATE: 10/28/21

Roberto Garcia 575-621-0943
 Name of Applicant/Owner Applicant's Telephone Number
2245 Calle De Colon Mesilla, NM 88046
 Applicant's/Owner's Mailing Address City State Zip Code

Applicant's/Owner's E-mail Address
Window World of Las Cruces 250 N. Telshor Las Cruces,
575-532-9390 81-4803551 391055 NM 88011
 Contractor's Name & Address (if none, indicate Self) Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

Address of Proposed Work: 2245 Calle De Colon Mesilla NM 88046

Description of Proposed Work: Remove and replace 8 windows
NO changes to size of opening structure.

4988.⁹⁹ [Signature] 7/8/21
 Estimated Cost Signature of Applicant Date

Signature of property owner if applicant is not the property owner: _____

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and BOT before issuance of a building permit. Recorded proof of ownership with legal description of property (deed or current tax bill) along with verification of legally subdivided status of the property are required. Plan sheets are to be no larger than 11 x 17 inches.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

FIRE INSPECTION/APPROVAL REQUIRED: ___ YES ___ NO ___ SEE CONDITIONS

CID PERMIT/INSPECTION REQUIRED: ___ YES ___ NO ___ SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- This Application will include the following, if checked:
1. Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was legally subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. Site Plan with dimensions and details.
 3. Proof of legal access to the property.
 4. Drainage plan.
 5. Architectural style and color scheme – diagrams or elevations (Historical and commercial zones only).
 6. Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 7. Other information as necessary or required by the City Code or Community Development:



ROBERTO + ANA LIA GARCIA
 245 CALLE DE COLOM - MESILLA
 575-621-0943

1. All windows that originally meet egress will meet egress.
2. No Changes to existing construction.
3. All windows are energy efficient.



"Simply the Best for Less"

WEST COAST

WINDOW AND PATIO DOOR ORDER FORM
 Phone: 866.716.5368 Fax: 866.618.2783

Account # _____ Sales Rep Name / # **MARCO 19**
 Date **7-8-2021** Customer P.O. # _____

Customer Name and Address:
ROBERTO + ANA LIA GARCIA
2245 CALLE DE COLOM 08096 - MESILLA
 Job Name 1: _____ Job Name 2: _____
 Ordered By: _____
 Sketches _____

Be sure to note if non-mulled units, require grid alignment or shape configurations require a continuous radius

This entire order requires (where applicable):
 Head Expander Glass Breakage Warranty Foam Wrap
 NOTE: Hinge Left (HL) or Hinge Right (HR) on all casement orders as viewed from the exterior. Add (EH) for Express Hinge

LINE	QTY	MODEL	VINYL COLOR	DIMENSIONS RO	NOA	WIDTH	HEIGHT	FRAME OPTIONS	MULL TYPE	ROOM LOCATION	HINGE (L/R)	GLASS OPTION	ETC. OPTION	TINTS	OBSCURE	Oriel	WIDGRN	GRID OPTION STYLE	PATTERN	SCREEN	FOAM ENHANCED	NAIL FIN	TEMP
1	1	BA01	S1			45	48 3/4	FS		FLOOR BED		SS											
2	1	BA01	S1			46 5/8	58 5/8	FS		FLOOR Bed		SS											
3	1	BA01	S1			46 5/8	58 3/8	FS		FLOOR Bed		SS											
4	1	BA01	S1			46 3/4	58 1/2	FS		FLOOR Bed		SS											
5	1	BA01	S1			45	33 3/4	FS		WASH-SINK		SS											
6	1	BA01	S1			34 5/8	46 1/8	FS		WASH-SINK		SS											
7	1	BA01	S1			46 1/2	46 1/4	FS		FLOOR Bed		SS											
8	1	BA01	S1			46 3/4	46	FS		FLOOR Bed		SS											
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ALL PRODUCT CONFIGURATIONS MUST BE ORDERED AS VIEWED FROM THE EXTERIOR

COLOR OPTIONS:
 01 = WHITE
 02 = DARK OAK
 03 = LIGHT OAK
 04 = BRONZE EXT
 05 = BRONZE INT
 06 = BRONZE EXT
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FRAME OPTICS:
 01 = REPLACEMENT BOX FRAME/FP FIN
 02 = FLANGE FOR STUCCO APPLICATION
 03 = J-CHANNEL (7/8" ONLY)
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TEMPERED AND OBSCURE:
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 00 = TRIPLE

GLASS OPTIONS:
 LE = SOLARZONE
 LEE = SOLARZONE ELITE
 LEP = SOLARZONE PLUS
 LEZ = SOLARZONE 2
 LET = SOLARZONE TGS ELITE
 LT = LOW-E/INO ARGON (7000 SERIES ONLY)

SCREENS:
 FS = FULL SCREEN (FIBERGLASS)
 FB = FULL SCREEN (FIBERGLASS)
 AS = STANDARD

GRID OPTIONS:
 SEE BACK OF ORDER FORM FOR GRID OPTIONS

Sales Person:
19 - MARCO SAUCEDO



Dealer Acknowledgement
Quote Date 7/18/2021
Date Ordered 7/18/2021

Dealer Name:
765480 WINDOW WORLD OF LAS CRUCES

Bill To:
WINDOW WORLD OF LAS CRUCES
250 N TELSHOR BLVD
LAS CRUCES, NM 88011

Ship To:
WINDOW WORLD OF LAS CRUCES
250 N TELSHOR BLVD
LAS CRUCES, NM 88011

User Initials:

Quote Created By: lascruceswindowworld@gmail.com

Phone: (575) 532-9390 Fax:

Order Notes:

Delivery Notes:

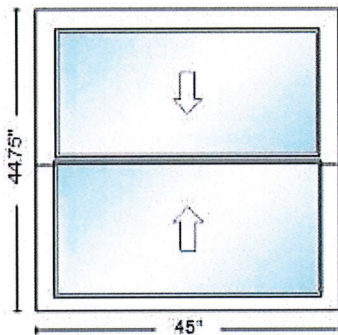
Quote Name:

Project Name:

Garcia, Amalia and Roberto Garcia, Amalia and Roberto

QUOTE #	RUSH	STATUS	PO#
3096883	No	Ordered	213-2982

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
1-1	1	45" X 44.75"	90			

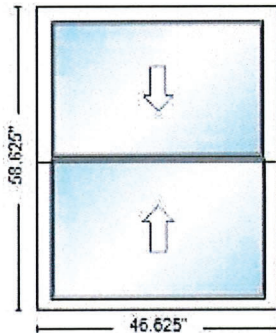


3A01-New 4000 Series Double Hung 45 x 44 3/4
Frame Width = 45, Frame Height = 44.75, Sash Split = Even
Operation / Venting = Double Hung
Frame Option = Stucco, Composite Reinforcement
Frame Color = Clay, Exterior Finish = No Exterior Finish
SolarZone SunShield, Double Strength, Glass Breakage
Warranty
Standard Screen
U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD :
ASO-A-89-67640-00001
Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 1	14.0

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
2-1	1	46.625" X 58.625"	106			



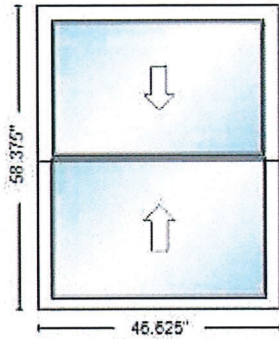
3A01-New 4000 Series Double Hung 46 5/8 x 58 5/8
Frame Width = 46.625, Frame Height = 58.625, Sash Split = Even
Operation / Venting = Double Hung
Frame Option = Stucco, Composite Reinforcement
Frame Color = Clay, Exterior Finish = No Exterior Finish
SolarZone SunShield, Double Strength, Glass Breakage
Warranty
Standard Screen
U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD =
ASO-A-89-67640-00001
Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 2	19.0

QUOTE #	RUSH	STATUS	PO#			
3096883	No	Ordered	213-2982			
Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended

3-1 1 46.625" X 58.375" 106

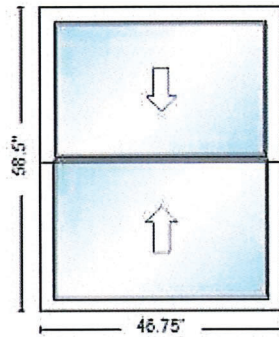


3A01-New 4000 Series Double Hung 46 5/8 x 58 3/8
 Frame Width = 46.625, Frame Height = 58.375, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 3	18.9

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
4-1	1	46.75" X 58.5"	106			

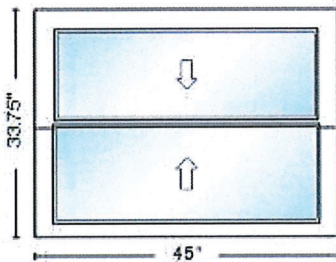


3A01-New 4000 Series Double Hung 46 3/4 x 58 1/2
 Frame Width = 46.75, Frame Height = 58.5, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 4	19.0

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
5-1	1	45" X 33.75"	79			



3A01-New 4000 Series Double Hung 45 x 33 3/4
 Frame Width = 45, Frame Height = 33.75, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

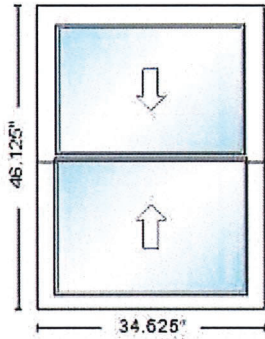
Line Item Notes:

Comment / Room:	Weight
LINE 5	10.5

QUOTE #	RUSH	STATUS	PO#
3096883	No	Ordered	213-2982

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
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6-1 1 34.625" X 46.125" 82



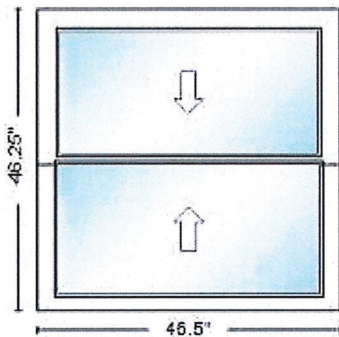
3A01-New 4000 Series Double Hung 34 5/8 x 46 1/8
 Frame Width = 34.625, Frame Height = 46.125, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 6	11.1

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
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7-1 1 46.5" X 46.25" 94



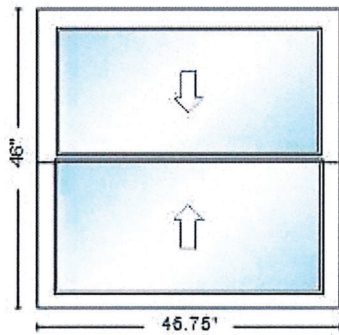
3A01-New 4000 Series Double Hung 46 1/2 x 46 1/4
 Frame Width = 46.5, Frame Height = 46.25, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 7	14.9

Line Item #	Qty	Width x Height	UI	Description	Net Price	Extended
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8-1 1 46.75" X 46" 93



3A01-New 4000 Series Double Hung 46 3/4 x 46
 Frame Width = 46.75, Frame Height = 46, Sash Split = Even
 Operation / Venting = Double Hung
 Frame Option = Stucco, Composite Reinforcement
 Frame Color = Clay, Exterior Finish = No Exterior Finish
 SolarZone SunShield, Double Strength, Glass Breakage Warranty
 Standard Screen
 U-Factor = 0.29, CR = 58, SHGC = 0.14, VT = 0.29, CPD = ASO-A-89-67640-00001
 Foam Wrap, Net Overall

Line Item Notes:

Comment / Room:	Weight
LINE 8	14.9

QUOTE #	RUSH	STATUS
3096883	No	Ordered

Customer Notes:

ATTENTION

Please note that all weights provided are estimates and subject to change based on actual order shipment.
For Informational Purposes: All windows are viewed from the outside looking in.

NOTICE: The rating information provided on this quote is based upon the NFRC ratings at the time of quote. Such ratings are subject to changes in the standard by the applicable regulatory agencies and will be finalized at the time of manufacturing. All ratings printed on the NFRC label will supersede the NFRC rating set forth in the quote. Any changes made to an order after submission may also result in changes to the NFRC rating. Customer shall be solely responsible for determining whether the product ordered meets their jurisdiction's requirements.

In accordance with the state of California:

 **WARNING:** Cancer and Reproductive Harm - www.p65Warnings.ca.gov

This order is subject to AMI's Standard Terms and Conditions, which can be found here:
<https://www.associatedmaterials.com/resources/>

I have reviewed this order and certify that it is correct. I understand that this order is noncancellable, nonreturnable, and nonrefundable.

By _____
Authorized Representative

WARRANTY DEED

Naciencieno Garcia and Angelita Garcia, wife

_____ for consideration paid, grant
to *Roberto E. Garcia and Amalia G. Garcia, wife

whose address is *P.O. Box 1033, Mesilla, NM 88046

the following described real estate in Dona Ana County, New Mexico:

A tract of land situate in the Village of Mesilla, Dona Ana County, New Mexico, being designated as Serial Nos. 11-A-127 and 11-A-99 and part of Serial Nos. 11-A-125 and 11-A-126 as shown on the U.S.R.S. Property Maps, located in Sections 25 and 36, T 23 S, R 1 E, N.M.P.M. and more particularly described as follows, to-wit:

Beginning at the southwest corner of the tract herein described at the southwest corner of a concrete foundation of a cinder block wall, said point being on the north line of Calle De Colon, whence a concrete monument at the northeast corner of Lot 1, Block C of the Southwest Addition to Mesilla, identical to the southwest corner of the intersection of Calle De Colon and Calle Segunda bears S 22° 41' 30" W. a distance of 91.66 feet; thence N. 33° 50' W. 108.4 feet partly along the west side of a cinder block wall; thence N. 56° 22' 10" E. 70.74 feet along a fence line to an angle point; thence N. 31° 59' 10" W. 120.36 feet along a fence line to the northwest corner of this tract; thence N. 57° 24' 30" E. 58.02 feet along a fence line to an angle point; thence S. 37° 48' 10" E. 142.36 feet along a fence line and along the west side of a community ditch to an angle point; thence N. 54° 32' 50" E. 254.10 feet along a fence line and along the south line of said community ditch to the northeast corner of this tract; thence S. 48° 40' E. 78.50 feet along a fence line and along the west line of the Mesilla Lateral to the southeast corner of this tract; thence S. 53° 23' 50" W. 235.19 feet along said fence line and along the north side of a community ditch and also along the north line of Calle de Colon; thence S. 54° 33' 20" W. 181.79 feet along the south side of a cinder block wall and along the north side of said community ditch and Calle De Colon to the place of beginning, containing 1.003 acres of land, more or less.

Being the same land described in a warranty deed from Santiago Gonzales and Celestina F. Gonzales, his wife, to Lorenzo S. Frieitze, dated November 8, 1929, and filed for record in the office of the County Clerk of Dona Ana County, New Mexico, in Book 88 at page 602 of the Deed Records of said county; and in a quitclaim deed from Mary J. Cuniffe, a Feme Sole, to Lorenzo Frieitze, dated February 13, 1930, and filed for record in the office of the County Clerk of Dona Ana County, New Mexico, in Book 88 at page 583 of the Deed Records of said county; and in a warranty deed from Petra L. Vigil and Felipe Vigil, her husband, to Lorenzo S. Frieitze and Maria D. Frieitze, his wife, dated May 8, 1954, and filed for record in the office of the County Clerk of Dona Ana County, New Mexico, in Book 141 at page 70 of the Deed Records of said county; and in a warranty deed from Isabel Padilla and Pete Padilla, her husband, to Maria D. Frieitze, dated December 15, 1949, and filed for record in the office of the County Clerk of Dona Ana County, New Mexico, in Book 121 at page 547 of the Deed Records of said county.

with warranty covenants.

Witness _____ hand _____ and seal _____ this 13th day of December, 1999
Angelita Garcia (Seal) _____ (Seal)
Naciencieno P. Garcia (Seal) _____ (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF Dona Ana)

This instrument was acknowledged before me on December 13

by Naciencieno Garcia, Angelita Garcia, Roberto E Garcia, Amalia G Garcia

My commission expires:
(Seal) 03/08/03

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 19____

by _____ (NAME OF OFFICER)

_____ (TITLE OF OFFICER) of _____ (CORPORATION-ACKNOWLEDGMENT)

a _____ (STATE OF INCORPORATION) corporation, on behalf of said corporation

My commission expires: _____ ROTARY PUBLIC
(Seal)

FOR RECORDER'S USE ONLY

State of N. Mex. Co. of Dona Ana, ss
RECEPTION 10735 I hereby
certify that this instrument was filed
for recording and duly recorded on.

DEC 13 1999

2144 Book _____ of the
Republic of New Mex. Co. of Dona Ana
County Clerk

DEPUTY



STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

WINDOW WORLD OF LAS CRUCES

LICENSE NUMBER
391055
Qualifying Party(S)
TUBBS KEVIN

EXPIRES
02/28/2023

CLASSIFICATION(S)
9S14



Clay Bailey
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



TOWN OF MESILLA BOARD ACTION FORM

AGENDA DATE:

PZHAC: November 1, 2021

ITEMS:

- A. **PZHAC Case #061302** – 2935 Estrada Rd., submitted by Dagmar Bausova for a re-roof, removing current roofing tiles and replacing with metal roof. **Zoned: Residential Agricultural (RA).**

BACKGROUND AND ANALYSIS:

The applicant proposes to remove the current roofing tiles and replace with metal roof.

IMPACT:

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed work meets the requirements of MTC 18.25 Residential/Agricultural Zone.
- The proposed re-roof will not affect the structure.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

DEPARTMENT RECOMMENDATION:

Staff recommends the PZHAC approve case 061302.

SUPPORTING INFORMATION:

- Application
- Property Map
- Quote

TOWN OF MESILLA
ZONING APPROVAL

OFFICIAL USE ONLY:

Case # 061302

Fee \$ _____

300⁰⁰
48⁰⁰

PERMISSION TO CONDUCT WORK
OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. _____ ZONE: RA CODE: _____ APPLICATION DATE: 10/20/21

DAGMAR BAUSOVA 970-315-2874

Name of Property Owner _____ Property Owner's Telephone Number _____
PO BOX 62 MESILLA NM 88046

Property Owner's Mailing Address _____ City _____ State _____ Zip Code _____
BIZ@DASABAUSOVA.COM

Property Owner's E-mail Address _____

Contractor's Name & Address (if none, indicate Self) _____
WORK MONSTER, PO BOX 254, MESQUITE NM 88042

Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____
575-993-0540 _____ 380954

Address of Proposed Work: 2935 ESTRADA, MESILLA, NM 88046

Description of Proposed Work: RE-ROOFING 2700 SQ. FT. OF TPO, 700 SQ. FT. OF METAL ROOF

\$ 24,519.50 _____ 10.19.21
Estimated Cost _____ Signature of Applicant _____ Date _____

Signature of property owner: [Signature]

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval BOT Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

PZHAC APPROVAL REQUIRED: ___ YES ___ NO BOT APPROVAL REQUIRED: ___ YES ___ NO

CID PERMIT/INSPECTION REQUIRED: ___ YES ___ NO ___ SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:

1. _____ Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
2. _____ Site Plan with dimensions and details.
3. _____ Foundation plan with details.
4. _____ Floor plan showing rooms, their uses and dimensions.
5. _____ Cross section of walls
6. _____ Roof and floor framing plan
8. _____ Proof of legal access to the property.
9. _____ Drainage plan.
10. _____ Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
11. _____ Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
12. _____ Proof of legal access to the property.
13. _____ Other information as necessary or required by the 916 Code or Community Development Department (See other side.)

The following are requirements to be included with all building permit applications for new structures or additions to existing structures, as well as other construction or fixtures that will be permanent in nature and affect the appearance or use of the property. (This includes fences, well houses, storage units, metal sheds, photo-voltaic panels that can be seen from the ground, etc.)

BUILDING PERMIT REQUIREMENTS

- A. Completed application, including:
 - 1. Applicant’s name
 - 2. Applicant/property owners contact information
 - 3. Physical address of property
 - 4. Description of work to be done, including dimensions of any construction or repairs
 - 5. Value of work to be done
 - 6. Property owner’s signature on the application

B. Include all information required in the checklist at the bottom of the application.

C. Additional information required:

ESTIMATE



Dasa
2935 Estrada
Mesilla, Nm

WORK MONSTER

PO BOX 254
Mesquite, NM 88048
Phone: (575) 993-0540
Email: workmonsterllc@gmail.com

Estimate # 000307
Date 10/15/2021

Description	Total
TPO 60 mill fully adhered with with 4 inch iso & corrugated metal	\$22,664.00
1. TPO with 4" ISO fully adhered .60 mil on all flat areas.	
2. Remove existing roof tile and install corrugated metal on all pitched areas.	

Subtotal	\$22,664.00
Mesilla	\$1,855.50
Total	\$24,519.50
Deposit Due	\$12,259.75

Payment Schedule

Deposit (50%)	\$12,259.75
2nd payment (40%)	\$9,807.80
3rd payment (10%)	\$2,451.95



**TOWN OF MESILLA
BOARD ACTION FORM**

AGENDA DATE:

PZHAC: November 1, 2021

ITEMS:

- A. **PZHAC CASE #061303** – 3116 Highway 28, submitted by Norm Fristoe of Lama Properties, LLC for the construction of an exterior wall. **Zoned: Residential Agricultural (RA).**

BACKGROUND AND ANALYSIS:

The applicant proposes to construct a wall an exterior wall and gate between the two structures on the property. The applicant proposes an 8 ft wall with a 3 ft gate. Staff recommends approving the wall with the height of 6 ft as permissible by the Town Code.

IMPACT:

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant’s request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed work meets the requirements of MTC 18.25 Residential/Agricultural Zone.
- The proposed wall is proposed at 8 ft. tall with a 3 ft gate which is not allowable by Town Code 18.60.340 (2) Wall, Fence or Hedge.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

DEPARTMENT RECOMMENDATION:

Staff recommends the PZHAC approve case 061303 with the condition that the wall be 6 ft high as permissible by the Town Code.

SUPPORTING INFORMATION:

- Application
- Property Map
- Quote

SEP 22 2021

TOWN OF MESILLA
ZONING APPROVAL

OFFICIAL USE ONLY:

Case # 061303

Fee \$ _____

PERMISSION TO CONDUCT WORK
OR

OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. _____ ZONE: RA CODE: _____ APPLICATION DATE: 9/22/21

Lama Properties, LLC 575-694-1356 / 527-2067

Name of Property Owner _____ Property Owner's Telephone Number _____

780 S. Walnut St Las Cruces, NM 88001
Property Owner's Mailing Address _____ City _____ State _____ Zip Code _____

mfristor@pristorandcompany.com
Property Owner's E-mail Address _____

Self
Contractor's Name & Address (if none, indicate Self) _____

Contractor's Telephone Number _____ Contractor's Tax ID Number _____ Contractor's License Number _____

Address of Proposed Work: 3116 Highway 28, Mesilla, NM

Description of Proposed Work: Construction of exterior wall

\$ 5,000
Estimated Cost _____
[Signature]
Signature of Applicant _____
9/22/21
Date _____

Signature of property owner: [Signature]
managing member

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. **Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.**

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

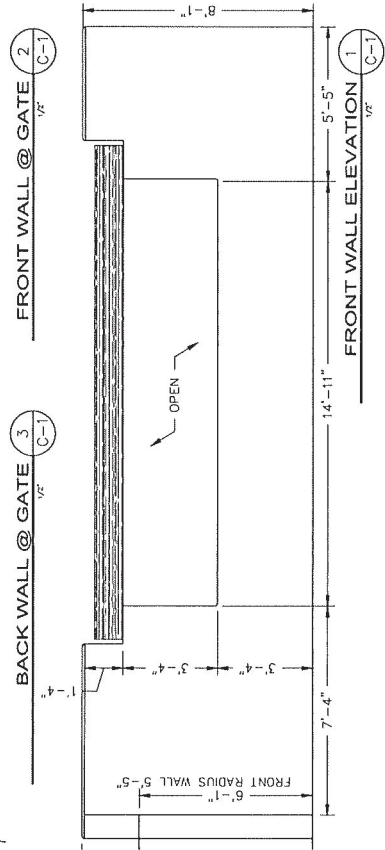
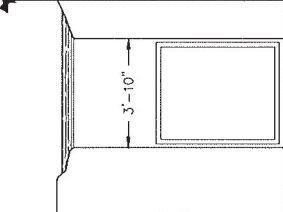
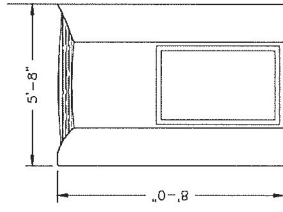
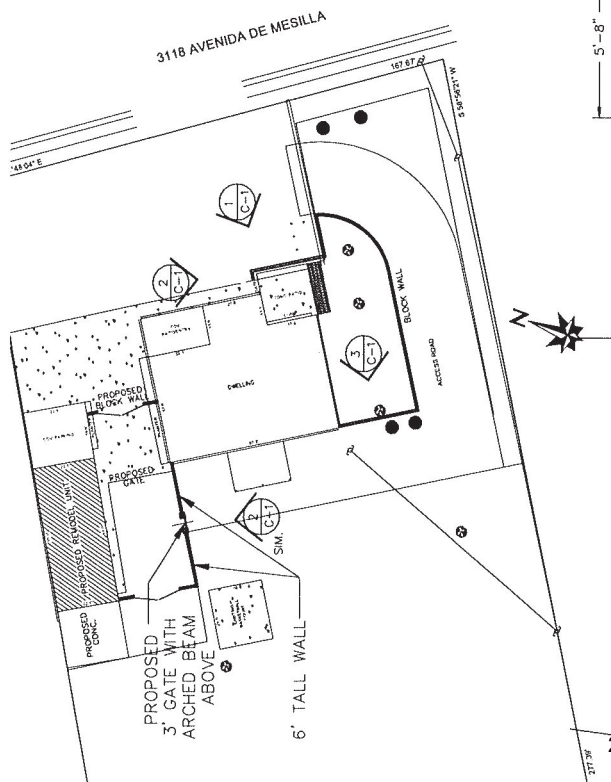
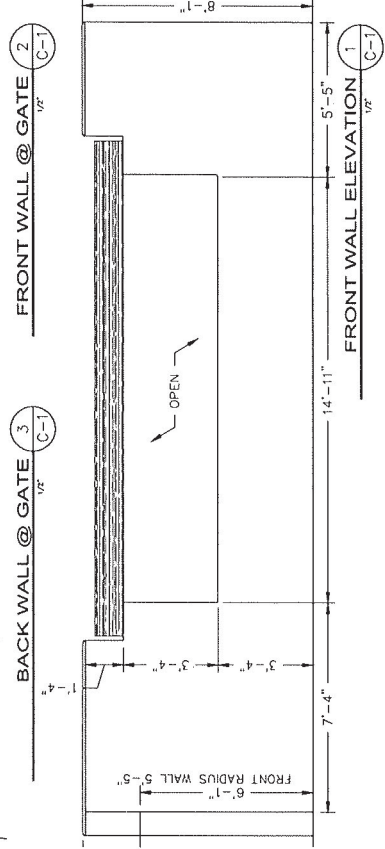
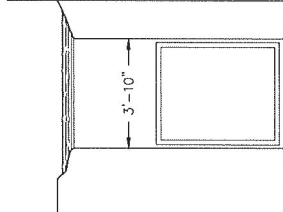
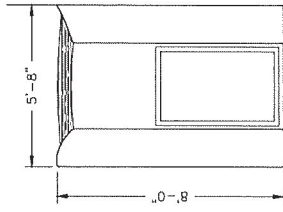
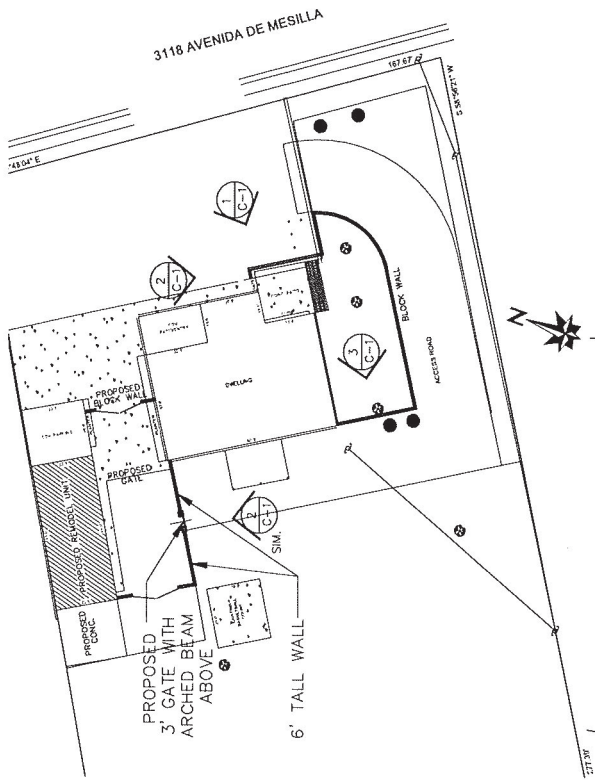
PZHAC APPROVAL REQUIRED: ___ YES ___ NO BOT APPROVAL REQUIRED: ___ YES ___ NO

CID PERMIT/INSPECTION REQUIRED: ___ YES ___ NO ___ SEE CONDITIONS

CONDITIONS: _____

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:
- Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 - Site Plan with dimensions and details.
 - Foundation plan with details.
 - Floor plan showing rooms, their uses and dimensions.
 - Cross section of walls
 - Roof and floor framing plan
 - Proof of legal access to the property.
 - Drainage plan.
 - Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
 - Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 - Proof of legal access to the property.
 - Other information as necessary or required by the City Code or Community Development Department (See other side.)



Building Permit

1 message

Nora L. Barraza <mayor@mesillanm.gov>
To: nfristoe@fristoeandcompany.com
Cc: Cynthia Stoechner-Hernandez <cynthias-h@mesillanm.gov>

Thu, Sep 30, 2021 at 4:52 PM

Mr. Fristoe:

We are in receipt of your building permit for 3116 Highway 28 for construction of an exterior wall. We will need a copy of a plot plan with legal description to show existing structures, adjoining streets, driveways, improvements and setbacks. Verification shall show that the lot was LEGALLY subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972. In addition, we will need a site plan with dimensions and details.

If you have any questions, please let me know.

Sincerely,

Mayor Barraza

--

Nora L. Barraza
Mayor, Town of Mesilla

☎ (575) 524-3262

Fax: (575) 541-6327

mayor@mesillanm.gov



Check out our website!
www.mesillanm.gov

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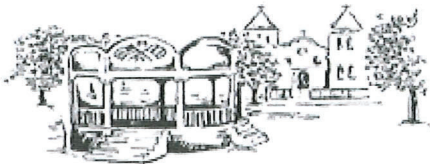


image009.png
55K



Nora L. Barraza <mayor@mesillanm.gov>

Building Permit

Norm Fristoe <nfristoe@fristoeandcompany.com>
To: "Nora L. Barraza" <mayor@mesillanm.gov>

Wed, Oct 20, 2021 at 10:35 AM

Nora

I am attaching an abstract from Las Cruces Abstract and Title Company concerning the Building Permit. The property was legally divided back in 2006 just before LAMA PROPERTIES, LLC bought the property in 2006. The house and the existing casita was being used as a child care facility from 2000 to 2006. Prior to that the house and casita were residential living quarters. Lama properties starting remodeling the casita in 2019. My long term plan is to make the property have a Southwest adobe look instead of a "Midwest" look.

I hopes this helps. Please contact me at your earliest convenience if you have any questions.

Norm

Norman L. Fristoe, CPA

FRISTOE AND COMPANY, PA
780 SOUTH WALNUT, BUILDING #6
LAS CRUCES, NM 88001

PHONE: 575-527-2067

FAX: 575-526-1466

E-MAIL: nfristoe@fristoeandcompany.com

PRIVILEGED AND CONFIDENTIAL

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[Quoted text hidden]

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threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

 **TITLE ABSTRACT FROM LC ABSTRACT & TITLE.pdf**
1781K

CANAMEX ACRES

2.179 ACRES OF LAND
FOR A SUBDIVISION HAVING 2 TRACTS
LOCATED IN SECTION 36, T.23S., R.1E. N.M.P.M. OF THE U.S.S. SURVEYS
BEING U.S.S. TRACTS 11B-66B1, 11B-67A1B AND 11B-66A
TOWN OF MESILLA, NEW MEXICO
DONA ANA COUNTY
MARCH 2006

DEDICATION OF MESILLA VERDE

THE 2.179 ACRE TRACT OF LAND SHOWN HEREIN IS TO BE KNOWN AS CANAMEX ACRES.
ALL RIGHT OF WAYS AND PUBLIC AREAS SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT IS ALLOWED.

ELECTRIC, TELEPHONE, GAS, WATER, CABLE TELEVISION FACILITIES AND OTHER PUBLIC UTILITIES SHALL BE INSTALLED UNDERGROUND IN OR ALONG STREETS, UTILITY EASEMENTS, PUBLIC AREAS AND IN LOT OWNER'S FACILITIES. ALL INSTALLATIONS SHALL CONFORM NATIONAL ELECTRIC SAFETY CODE AND OTHER APPLICABLE LOCAL CODES IN EFFECT. THE UTILITY EASEMENTS AS SHOWN HEREON ARE GRANTED FOR UNDERGROUND PROTECTIVE DEVICES AND UNDERGROUND CABLES, POLES, ANDERS, CONDUITS, CABLES, TRANSFORMER INSTALLATIONS (INDOOR AND OUTDOOR), PARALLELS, MANHOLES, SERVICE FACILITIES, AND OTHER NECESSARY EQUIPMENT FOR AN UNDERGROUND OR AERIAL DISTRIBUTION SYSTEM, TOGETHER WITH OVERHEAD OF SERVICE Wires AND WITH THE RIGHTS OF ACCESS AND EGRESS THEREFOR FOR THE INSTALLATION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT, REMOVAL THEREOF AND ALSO THE RIGHT TO TOW INTERFERING TREES AND SHRUBS. PERMANENT STRUCTURES WILL NOT BE PERMITTED ON OR OVER ANY EASEMENT, TOWNSHIP, SIDEWALKS AND DRIVEWAYS ARE HEREBY TRIFIED BUT MAY BE REMOVED AND REPLACED BY REQUESTS OF THIS EASEMENT DEDICATOR.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN HEREON.
I, THE UNDERSIGNED OWNER, HEREBY SET MY HAND AND SEAL OF OFFICE, ON

Patrick J. Curran
PATRICK J. CURRAN - PRESIDENT
CANAMEX LLC
2183 FRONTIER DRIVE
LAS CRUCES NEW MEXICO 88011

STATE OF NEW MEXICO
COUNTY OF DONA ANA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF March, 2006 BY
PATRICK J. CURRAN, PRESIDENT OF CANAMEX LLC
MY COMMISSION EXPIRES: 04/10/09
James L. Martinez Jr.
JAMES L. MARTINEZ JR.
STAR ROUTE 30
MESILLA PARK NEW MEXICO 88047

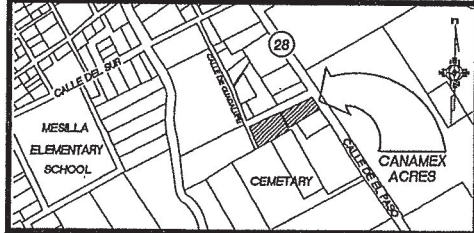
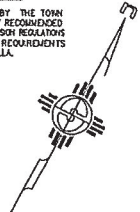
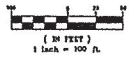
Patricia Martinez
PATRICIA MARTINEZ
STAR ROUTE 30
MESILLA PARK NEW MEXICO 88047
STATE OF NEW MEXICO
COUNTY OF DONA ANA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF March, 2006 BY
JAMES L. MARTINEZ, JR. & PATRICIA MARTINEZ
MY COMMISSION EXPIRES: 04/10/09
James L. Martinez
JAMES L. MARTINEZ
STAR ROUTE 30
MESILLA PARK NEW MEXICO 88047

TOWN OF MESILLA BOARD OF TRUSTEES APPROVAL
THE ACCOUNTING SUPERVISOR, BEING WITHIN THE CORPORATE LIMITS OF THE TOWN OF MESILLA, HAS BEEN PRESENTED TO AND APPROVED FOR FILING BY THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA.

OC 3/24/06
ATTEST: MAYOR DATE

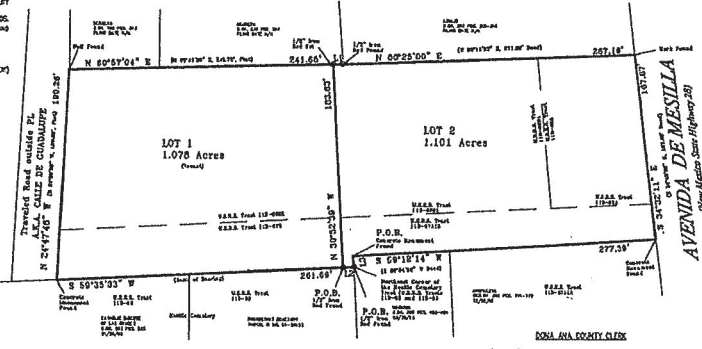
TOWN OF MESILLA PLANNING AND ZONING COMMISSION APPROVAL
THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE TOWN OF MESILLA PLANNING AND ZONING COMMISSION AND IS HEREBY RECOMMENDED FOR APPROVAL BY HAVING MET THE REQUIREMENTS OF THE LAND SUPERVISION REGULATIONS OF THE TOWN OF MESILLA APPROVED BY HAVING MET THE REQUIREMENTS OF THE LAND SUPERVISION REGULATIONS OF THE TOWN OF MESILLA.

[Signature] 3/23/06
DATE



LINE	DIRECTION	DISTANCE
L1	N 63°29'00" E	8.88'
L2	S 59°35'33" W	9.95'
L3	S 34°34'17" E	10.05'

- GENERAL NOTES**
- ALL UTILITIES CONSTRUCTION TO CONFORM TO TOWN OF MESILLA STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION.
 - ALL BRONZE COPIES, CONSTRUCTION TO CONFORM TO TOWN OF MESILLA DESIGN STANDARDS.
 - ALL LOTS TO BE OPEN TO THE TOWN OF MESILLA AND TO BE OPEN FOR USE FOR ALL CITY, STATE, FEDERAL AND FEDERAL (EXCEPT FEDERAL SUPERVISOR REGULATION).
 - ALL LOTS FOR SHALL BE OPEN TO THE TOWN OF MESILLA.
 - UTILITY TRAIL LINES TO BE OPEN TO THE TOWN OF MESILLA.
 - ALL SPACES BETWEEN HOUSING UNITS SHALL BE OPEN TO THE TOWN OF MESILLA.



FLOOD HAZARD INFORMATION:
PROPERTY IS IN AN "X" DESIGNATED ZONE AS STATED BY FLOOD INSURANCE RATE MAP DATED SEPTEMBER 27, 1991 - COMMUNITY PANEL NO. 3501300533 E.

INSTRUMENT OF RECORD:
CANAMEX LLC,
PATRICK J. CURRAN - PRESIDENT
2183 FRONTIER DRIVE
LAS CRUCES, NEW MEXICO 88011
DEED FILED JULY 07, 2003 IN BOOK 473
PAGES 422-424 OF THE DONA ANA COUNTY CLERK'S RECORDS.

INSTRUMENT OF RECORD:
JESUS L. MARTINEZ & PATRICIA MARTINEZ
PATRICK J. CURRAN - PRESIDENT
STAR ROUTE 30
MESILLA PARK, NEW MEXICO 88047
DEED FILED MARCH 12, 2002 IN BOOK 391
PAGE 650 OF THE DONA ANA COUNTY CLERK'S RECORDS.

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACCURATE SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT I AM TRUE AND CORRECT HEREIN THE NECESSARY INSTRUMENTS OF THE ESTATE FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark 2006
MARK 2006
123 S. SEAGRAM - 75th ST. FULL
404 N. NEW STREET, LAS CRUCES, NM 88001



PLAT NO. 4347 RECEPTION NO. 10453
STATE OF NEW MEXICO } SS
COUNTY OF DONA ANA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 28th DAY OF March, 2006 AT 11:32 AM
FULLY RECORDED IN PLAT BOOK NO. 21, PAGE 569
AND FILED IN THE RECORDS OF THE COUNTY CLERK, DONA ANA COUNTY,
NEW MEXICO.

Patricia J. Curran by Angelina Valenzuela
COUNTY CLERK

scanlon white
INC.
540 NORTH WATER ST.
LAS CRUCES, N.M. 88001
PH: (505) 525-2112
FAX: (505) 525-1226

JOB NO. 00-01007

011425

Southwestern Abstract & Title Co.

14320 LC/CP

WARRANTY DEED

Canamex, LLC, a New Mexico limited liability company, for consideration paid, grants to LAMA PROPERTIES, LLC, a New Mexico limited liability company, whose address is 780 S. Walnut, Bldg. #6, Las Cruces, NM 88001, the following described real estate in Dona Ana County, New Mexico:

Lot 2, CANAMEX ACRES, in the town of Mesilla, 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 28, 2006, in Book 21 Page(s) 569 of Plat Records.

SUBJECT TO: Restrictions, Reservations and Easements of record.

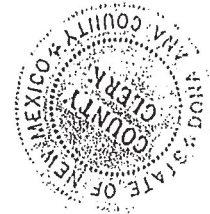
with warranty covenants.

Witness its hand(s) and seal this 31st day of March, 2006.

Canamex, LLC, a New Mexico limited liability company

By: [Signature]
Patrick J. Curran, Manager

By: [Signature]
Eileen D. Curran, Manager



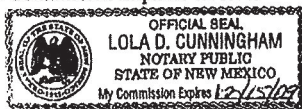
ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF DONA ANA

This instrument was acknowledged before me on March 31, 2006, Patrick J. Curran and Eileen D. Curran, Managers of Canamex, LLC, a New Mexico limited liability company.

My Commission Expires: 12/15/09



[Signature]
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF

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

Notary Public
My Commission Expires: _____

1827

State of New Mexico
County of Dona Ana
RECEPTION NO. 11425
I hereby certify that this instrument was filed for recording and duly recorded on
APR 03 2006
at 5:48 o'clock P M
Book 1827 Page 1827
of the Records of said County.
Rita Torres, County Clerk
BY: [Signature]

LAS CRUCES ABSTRACT & TITLE



075005 CH/ej



1727443

NOV 22, 2017 04:11:54 PM

PAGES: 7

MORTGAGE

Deputy: Gerardo Barrera

Scott Krahlmg, County Clerk, Dona Ana, NM



RECORDATION REQUESTED BY:

First American Bank
 First American Bank In Mesilla
 1553 Avenida de Mesilla
 PO Box 2380
 Las Cruces, NM 88005

WHEN RECORDED MAIL TO:

First American Bank
 First American Bank In Mesilla
 1553 Avenida de Mesilla
 PO Box 2380
 Las Cruces, NM 88005

FOR RECORDER'S USE ONLY



0745

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$450,000.00.

THIS MORTGAGE dated November 21, 2017, is made and executed between LAMA PROPERTIES, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY (referred to below as "Grantor") and First American Bank, whose address is 1553 Avenida de Mesilla, PO Box 2380, Las Cruces, NM 88005 (referred to below as "Lender").

GRANT OF MORTGAGE. Grantor, for consideration paid, grants and conveys to Lender all of Grantor's right, title, and interest in and to 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 2, CANAMEX ACRES, IN THE COUNTY OF DONA ANA, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON PLAT NO. 4342 THEREOF, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY ON MARCH 28, 2006, AND RECORDED IN BOOK 21, PAGE 569, PLAT RECORDS.

The Real Property or its address is commonly known as 3116 AVENIDA DE MESILLA, MESILLA, NM 88005. If there is a conflict between the legal description and the Real Property address, the legal description shall control.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here: *ALB*)

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.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$450,000.00.

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:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

**MORTGAGE
(Continued)**

Page 2

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.

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, but in no event less than the full insurable value of the Property. 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. In no event shall the insurance be in an amount less than the full insurable value of the Property. 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 Administrator 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, and subject to any applicable provisions of Section 48-7-10 NMSA 1978, as amended, 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

**MORTGAGE
(Continued)**

Page 3

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 Borrower'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 Borrower which Borrower 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 Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real 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 (such 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) Borrower's and 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,

**MORTGAGE
(Continued)**

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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 Borrower and Grantor pay all the indebtedness, including without limitation all future advances, when due, and Grantor 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. Borrower 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. Borrower or 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 Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or 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 Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower or Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure 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 Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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 Lender sends written notice to Borrower 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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower 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 Borrower or 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 Borrower or 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, Borrower and Grantor hereby waive 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

**MORTGAGE
(Continued)**

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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 Borrower 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 addressee 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.

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 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.

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.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

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.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here NLF)

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 NORMAN L FRISTOE 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".

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(Continued)**

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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 LAMA PROPERTIES, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party 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. Specifically, without limitation, indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means First American 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 November 21, 2017, in the original principal amount of \$225,000.00 from Borrower 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 4.250% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 6 monthly consecutive interest payments, beginning December 21, 2017, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Prime Rate (currently 4.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 5.650% per annum based on a year of 360 days; 59 monthly consecutive principal and interest payments in the initial amount of \$1,577.25 each, beginning June 21, 2018, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Prime Rate (currently 4.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 5.650% per annum based on a year of 360 days; and one principal and interest payment of \$191,770.61 on May 21, 2023, with interest calculated on the unpaid principal balances at an interest rate based on the Wall Street Journal Prime Rate (currently 4.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 5.650% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. 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 Note be less than 5.650% per annum or more than the maximum rate allowed by applicable law.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of 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, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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.

GRANTOR:

LAMA PROPERTIES, LLC

By:


NORMAN L. FRISTOE, Organizer Member of LAMA PROPERTIES, LLC

MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF New Mexico)
) SS
COUNTY OF Bernalillo)

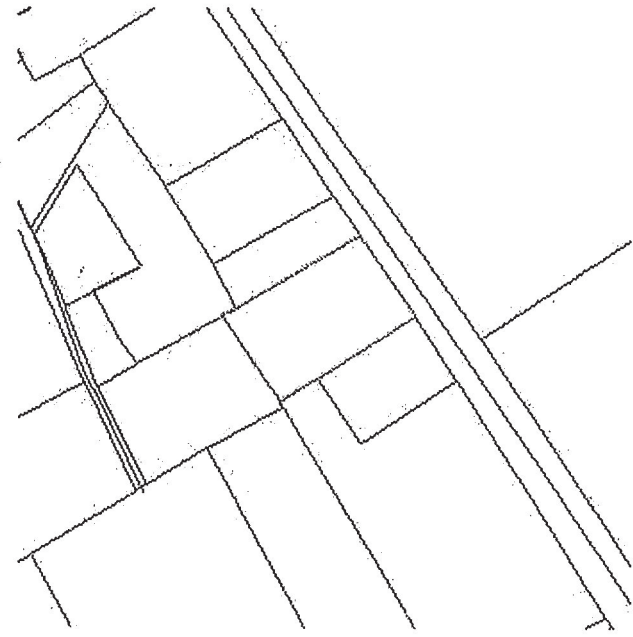
This instrument was acknowledged before me on November, 22, 2017 by
NORMAN L FRISTOE, Organizer Member of LAMA PROPERTIES, LLC, on behalf of LAMA PROPERTIES, LLC, a limited liability company.

Amanda R Poole
Notary Public

My commission expires:
2/30/19



OFFICIAL SEAL
AMANDA R. POOLE
NOTARY PUBLIC State of New Mexico
My Commission Expires 2/30/19



- [Account Search](#)
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Account: R0400696 *Mill Levy does not include Special District Rates such as: Lower Rio Grande Flood Levy, Hueco Levy, Mclead Watershed Levy, Caballo Soil and Water Conservation Levy, and La Union Watershed Levy.

<-Prev 8 of 9 Results Next->

<u>Location</u>	<u>Owner Information</u>	<u>Assessment History</u>			
Situs Address 3116 AVENIDA DE MESILLA	Owner Name LAMA PROPERTIES LLC	Actual (2021)	\$344,806		
Deed Holder	Owner Address 780 S WALNUT BLDG #6	Primary Taxable	\$114,935		
Tax Area 2DIN_R - 2DIN_R	LAS CRUCES, NM 88001	Tax Area: 2DIN_R Mill Levy: 23.490000			
Parcel Number 4-006-138-413-125		Type	Actual	Assessed Acres	SQFT
Legal Summary Subd: CANAMEX ACRES (BK 21 PG 569 - 0610453) Lot: 2 S: 36 T: 23S R: 1E PT OF USRS TR 11B-66B1 & 66A		Residential Land	\$82,500	\$27,500	1.100
Neighborhood S14 - MESILLA		Residential Improvement	\$262,306	\$87,435	2600.000

Transfers

<u>Record Sequence</u>	<u>Reception Number</u>	<u>Book Page</u>	<u>Sale Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Doc Type</u>	<u>Parcel Number</u>
7	0611425		03/31/2006	CANAMEX LLC	LAMA PROPERTIES LLC	A1	4006138413125
6	003991		02/15/2000	WINSTON,DAVID R ETUX	CANAMEX LLC	A1	4006138389142
5	936410		02/17/1993	WINSTON,DAVID R ETUX	NM STATE HWY & TRANS	A1	4006138413125
4	9220126		09/15/1992	MCDONALD,DAVID G ETUX	WINSTON,DAVID R ETUX	A3	4006138389142
3	8916115		09/15/1989	SCHLOTHAUER,HENRY-EST-ETA SCHLOTHAUER,GARY-PR-ETA	WINSTON,DAVID R ETUX	A1	4006138389142
2	8607942		04/24/1986	FOREMAN,ROY ETUX	SCHLOTHAUER,HENRY	A1	4006138389142
1	BK 233 PG 476-478					Conversion	4006138413125

Images

<u>Tax Year</u>	<u>Taxes</u>	
2021	\$2,845.60	• Photo
2020	\$2,862.60	• Sketch
		• GIS



**TOWN OF MESILLA
BOARD ACTION FORM**

AGENDA DATE:

PZHAC: October 4, 2021

ITEMS:

- A. BL#0908** – 1701 Calle De Mercado #5, a business registration for Enriquez – Sole Proprietor submitted by Nathan Enriquez for an investment advisory firm. **Zoned: Commercial (C).**

BACKGROUND AND ANALYSIS:

The applicant proposes to put an investment advisory firm at the above reference address.

IMPACT:

Staff recommends the Planning, Zoning and Historical Appropriateness Commission (PZHAC) approve the application subject to the following findings:

- The PZHAC has jurisdiction to recommend approval of the applicant's request for approval of this request to the BOT.
- The applicant has the authority to make an application request to the PZHAC and BOT.
- Due process was provided to the applicant.

Specific findings of fact:

- The proposed work meets the requirements of MTC 18.45 Commercial Zone uses permitted.

ALTERNATIVES:

The Planning, Zoning and Historical Appropriateness Commission (PZHAC) may:

- 1) Recommend approval of this case with findings stated above.
- 2) Recommend approval of this case with findings stated above and conditions.
- 3) Deny the application.

DEPARTMENT RECOMMENDATION:

Approve business license 0908.

SUPPORTING INFORMATION:

- Application



2231 Avenida de Mesilla
P.O. Box 10
Mesilla, NM 88046

No.: 0908

Phone: (575) 524-3262

Fax: (575) 541-6327

Business Registration Application

Please fill out all the information on this form by typing or using blue or black ink. Return update form to the Community Development's Office in person, by email, fax or mail. Please contact us at (575) 524-3262 with any questions. **Note:** A separate business registration application form should be completed for each business location.

Please check one: Business Registration Application Is: New Renewal

Name of Business: ENRIQUEZ - Sole Proprietor

Name of Applicant: NATHAN ENRIQUEZ

Business Location: 1701 Calle de Mercado #5

Mailing Address (Street # or P.O. Box): _____

E-Mail Address: natenriquez1047@gmail.com

City: Las Cruces State: NM Zip Code: 88005

Phone # of Business: 575-932-9394

Location of Business: Street 1701 Calle de Mercado #5

City: LAS CRUCES State: NM Zip Code: 88005

PROPERTY INFORMATION

Is property: owned _____ leased

Property Owner: Hacienda Investments LLC

Property Owner Address: 5140 Nizhoni Trail
Las Cruces, NM 88005

Property Owner Phone #: 575-644-8265

Additional Information

Square Footage of Business: 2012

Number of Employees: 4

Number of Parking Spaces: _____

Zoning Code: _____

Continue to next page>>>>

State or Federal Licensing Information:

If your business requires one of the following Licenses/Permits, you **MUST** submit a copy with your application.

- NM Environment Department Food Permit
- Federal Environmental Protection Agency Permit(s)
- NM Contractor's License
- NM Medical/Pharmaceutical License(s)
- NM Cosmetology/ Barbers License
- NM Real Estate/Broker License
- Well Drillers
- NM Veterinary Medicine
- Federal Firearms License
- Any other License(s) **INVESTMENT ADVISOR**

CRD 6573321 Series 65 License # N/A Expiration Date

Type of business (Please describe product(s) and/or service(s) IF they have changed):
IT'S A BOUTIQUE INVEST ADVISORY FIRM
COMMITTED TO SECURING FINANCIAL FREEDOM
& RETIREMENT PLANNING

Business Owner Is: Sole Proprietorship Partnership ___ Corporation ___ Other ___

You **MUST** submit a copy of your New Mexico BTIN with your application.

Current New Mexico BTIN #: 525-87-8519
 (The location code for reporting earnings received in the Town of Mesilla is 07-303.)

EMERGENCY CONTACT INFORMATION

Responsible party to be called in case of emergency. Enter name in order of contact (please print):

24 HOUR EMERGENCY PHONE #: 575-932-8394

- | Name | Telephone # |
|---------------------------|---------------------|
| 1. <u>NATHAN ENRIQUEZ</u> | <u>575 932-8394</u> |
| 2. <u>TIMMY ENRIQUEZ</u> | <u>575 649-2214</u> |
| 3. <u>GINA PEREZ</u> | <u>575-571-9864</u> |

Do you have an alarm system? Yes ___ No
 What Type? _____
 Which Company, if any, Responds to Alarms? _____

By signing this form, I attest that the information I have provided herein is true and accurate to the best of my knowledge. I certify that I am authorized to sign the same as an agent on behalf of the above stated business. I agree to pay all associated fees including: the annual business registration fee and other permit fees as required by the Town of Mesilla. I understand that I must file any changes to my business status, operations, and/or contact information with the Community Development office in a timely manner.

NATHAN ENRIQUEZ Printed Name: 10-25-2021 Date:
[Signature] Signature: Sole Prop Title:

Fire Department Inspection Verification

Schedule fire and building inspections AFTER Town staff provides approved application back to you in the following order: 1) Mesilla Fire Marshall's Office (FMO) 575-523-1311. Please retain the Yellow Fire Inspection Report issued by FMO.

A legible copy of the YELLOW Fire Inspection Report issued by FMO, must be returned by the applicant to the Community Development office.

Fire Department Representative Verification: _____

Fire Inspection Date: _____

Approved: Yes _____ No _____