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OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 1 OF 39

DISCLOSURE STATEMENT

MISIONES SUBDIVISION

DISCLOSURE STATEMENT

FOR ALL SUBDIVISIONS CONTAINING MORE THAN FIVE (5) PARCELS.

YOU SHOULD READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE TO ANYTHING.

This disclosure statement is intended to provide you with enough information to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this disclosure statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. Summaries of these opinions are contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners has examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have seven (7) days to rescind the transaction and receive 100% of your money back from the subdivider when merchantable title is revested in the subdivider. To rescind the transaction you must give the subdivider written notice of your intent to rescind within seven (7) days after the date of your inspection of the property.

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the Otero County Clerk.

Building permits, wastewater permits or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are requirements for construction of additional improvements before you occupy the property.

1. **NAME OF SUBDIVISION:** Misiones Subdivision

2. **NAME AND ADDRESS OF SUBDIVIDER**

Name of Subdivider: J.B.C. Holding Corporation and John B. Colquitt, Junior
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*

3. **IN CHARGE OF SALES, LEASING OR OTHER NAME AND ADDRESS OF PERSON CONVEYANCE IN NEW MEXICO**

Name: John B. Colquitt, Junior
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*
Telephone number(s): (575) 824-3333

4. **SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED**

Present	**Anticipated**
Number of parcels: 4	**Number of parcels:** 147
Number of acres: 171.757	**Number of acres:** 171.757

5. **SIZE (IN ACRES) OF LARGEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION:** 1.633 Acres

6. **SIZE (IN ACRES) OF SMALLEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION:** 0.994 Acres

7. **PROPOSED RANGE OF PRICES FOR SALES, LEASES OR OTHER CONVEYANCES:**

Lowest dollar amount: $5,000.00 **Parcel size (in acres):** 0.994

Highest dollar amount: $100,000.00 **Parcel size (in acres):** 1.633

8. **FINANCING TERMS**

Is owner financing available? ■ **Yes** ☐ **No**

If yes, please provide any information required by the Truth in Lending Act and Regulation Z:

Individual purchase contracts are prepared according to the customer's wishes. The length of the contracts varies from 0 years to 30 years. The interest rates vary from 6% to 14%. Because these contracts are prepared in the manner the customer requests, there are no discounts, no service charge, no closing costs, and no insurance. Additionally, at the time of sale of each lot within the subdivision, the disclosures and information required by the Truth in Lending Act and Regulation Z will be provided to the proposed purchasers in the course of negotiations and closure of the sale. A complete copy of the Truth in Lending Act and Regulation Z will be available for review in J.B.C. Holding Corporation office. Attached as Appendix A is a Contract of Sale containing the required information in the Truth in Lending Act.

9. NAME AND ADDRESS OF PERSON WHO IS RECORDED AS HAVING LEGAL TITLE

Name: J.B.C. Holding Corporation and John B. Colquitt, Junior
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*

NOTE: IF ANY OF THE HOLDERS OF LEGAL TITLE NAMED ABOVE IS A CORPORATION OR PARTNERSHIP, LIST THE NAMES AND ADDRESSES OF ALL OFFICERS OF THAT CORPORATION AND/OR PARTNERS IN THE PARTNERSHIP, INCLUDING DESIGNATION OF MANAGING PARTNER.

President: John B. Colquitt, Junior
Vice-President: N/A
Secretary: John B. Colquitt, Junior
Treasurer: John B. Colquitt, Junior

The address for the above listed officers is:

Name: J.B.C. Holding Corporation
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*

10. NAME AND ADDRESS OF PERSON WHO IS RECORDED AS HAVING EQUITABLE TITLE

Name: J.B.C. Holding Corporation and John B. Colquitt, Junior
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*

NOTE: IF ANY OF THE HOLDERS OF LEGAL TITLE NAMED ABOVE IS A CORPORATION OR PARTNERSHIP, LIST THE NAMES AND ADDRESSES OF ALL OFFICERS OF THAT CORPORATION AND/OR PARTNERS IN THE PARTNERSHIP, INCLUDING DESIGNATION OF MANAGING PARTNER.

President: John B. Colquitt, Junior
Vice-President: N/A
Secretary: John B. Colquitt, Junior
Treasurer: John B. Colquitt, Junior

The address for the above listed officers is:

Name: J.B.C. Holding Corporation
Address: 491 Angelina Boulevard
Street Address or P.O. Box
Chaparral, New Mexico 88081
City *State* *Zip Code*

11. CONDITION OF TITLE

Include at least the following information where applicable:

Number of mortgages: None.

Name and address of each mortgagee: Not Applicable.

Balance owing and summary of release provisions for each mortgage: Not Applicable.

Number of real estate contracts on the subdivided land for which the subdivider is making payments as a purchaser: None.

Name and address of each person holding a real estate contract as owner of the subdivided land for which the subdivider is making payments as a purchaser: Not Applicable.

Balance owing on each real estate contract: Not Applicable.

Summary of default and release provisions of each real estate contract: Not Applicable.

Statement of any other encumbrances on the land: Not Applicable.

Statement of any other conditions relevant to the state of the title: J.B.C. Holding Corporation holds the land fee simple title, no liens or loans.

12. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD THAT SUBJECT THE SUBDIVIDED LAND TO ANY CONDITIONS AFFECTING ITS USE OR OCCUPANCY

State here all deed and plat restrictions affecting the subdivided land: The Restrictive Covenants include details of all deed and plat restrictions that affect the subdivided land. A copy of the Restrictive Covenants for Misiones Subdivision is attached as Appendix B to this document.

Are there any restrictive covenants for this subdivision? ■ **Yes** ☐ **No**
If yes, attach copy of restrictive covenants to this disclosure statement.
Copies of the Restrictive Covenants are attached as Appendix B.

13. ESCROW AGENT

Has an escrow agent been assigned? ☐ **Yes** ■ **No**
If answer is Yes, answer the rest of this question; if answer is No, skip to question 14.

Name of escrow agent:
Address:
Street Address or P.O. Box
City *State* *Zip Code*

Statement of whether or not the subdivider has any interest in or financial ties to the escrow agent:

14. UTILITIES

Name of entity providing electricity: El Paso Electric Company.

Please describe availability of electric service. Is electric service available to each parcel in the subdivision? If electric service is available to some but not all parcels in the subdivision, please state which parcels it will be available to: The subdivider will provide electric power to all lots within one year of final County approval. It will be the individual lot owner's responsibility to contact El Paso Electric Company for the actual hook-up and cost involved for the service.

Electric utilities are: ■ **above-ground** ☐ **below-ground**

Who is responsible for providing electric service to individual parcels?

■ **Subdivider** ☐ **Purchaser/Lessee**

If Purchaser/Lessee is responsible, state estimated cost of installation of electric service:

The subdivider will install a meter pole or a temporary meter pole for permanent structures, but it will be the responsibility of the purchaser/lessee to install a meter loop on permanent buildings. It will be the responsibility of the purchaser/lessee to contact El Paso Electric Company for the actual hook-up and cost involved for the service. The Subdivider will provide electrical service to all lots within the subdivision within one year of final County approval. The Purchaser/Lessee has up to 18 months from the date of purchase to request installation of the electrical service. Once the Purchaser/Lessee requests service, the Subdivider has 3 months to install the service. If the Purchaser/Lessee does not request service within the 18 months, then the Purchaser/Lessee and Subdivider will negotiate the change in costs for the service or provide for an extension of time. The cost for El Paso Electric to set the meter is presently $31.75

Gas service: ☐ **Propane** ■ **Natural**

If natural gas is available, name of entity providing service: New Mexico Gas

Is natural gas service available to each parcel in the subdivision? If gas service is available to some but not all parcels in the subdivision, please state which parcels it will be available to: Gas service is currently not available to any lots within the subdivision but will be available to all lots within one year of final County approval.

Gas utilities are: ☐ **above-ground** ■ **below-ground**

Who is responsible for providing gas service (either natural or propane) to individual parcels:

☐ **Subdivider** ■ **Purchaser/Lessee**

If Purchaser/Lessee is responsible, state estimated cost of installation of gas service: The estimated cost to install gas service to each individual lot is $466 plus a $70 connection fee. Actual costs depend upon the length of the yard line.

Water: ☐ **Well** ☐ **Shared Well** ■ **Community system**

Who is responsible for providing water service to individual parcels?

■ **Subdivider** ☐ **Purchaser/Lessee**

If water is to be provided by well or shared well, complete Section 18 of this form.
If water is provided by a community system, complete Section 17 of this form.

Is telephone service available to this subdivision? ■ **Yes** ☐ **No**

Name of entity providing telephone service: Century Link.

Please describe availability of telephone service. Is telephone service available to each parcel in the subdivision? If telephone service is available to some but not all parcels in the subdivision, please state which parcels it will be available to: Service will be available to all lots within one year of final approval from the county.

Who is responsible for providing telephone service to individual parcels?

☐ **Subdivider** ■ **Purchaser/Lessee**

If Purchaser/Lessee is responsible, state estimated cost of installation of telephone service: The estimated cost to install telephone service to each individual lot is approximately $30.00 not including phone jacks, wiring or the monthly fee. This is a one-time activation fee. Actual costs must be verified with Century Link, and they can be reached at 1-800-244-1111.

Telephone utilities are: ☐ **above-ground** **belo■-ground**

Method of liquid waste disposal: ■ **septic tank** ☐ **Community System**

Who is responsible for providing liquid waste service to individual parcels?

■ **Subdivider** ☐ **Purchaser/Lessee**

Complete Section 24 of this form.

15. INSTALLATION OF UTILITIES

Please state whether the following utilities are currently available to the subdivision (this question does not include availability to individual parcels). If not available at this time, state the date of installation of each utility:

Electricity:	☐ **Now available**	
	■ **Date to be installed:**	**Within 1 year of final plat approval.**
Natural Gas:	☐ **Now available**	
	■ **Date to be installed:**	**Within 1 year of final plat approval.**
Water:	■ **Now available**	
	☐ **Date to be installed:**	**Within 1 year of final plat approval.**
Telephone:	■ **Now available**	
	☐ **Date to be installed:**	**Within 1 year of final plat approval.**
Liquid waste disposal:	☐ **Now available**	
	■ **Date to be installed:**	**Installed at Purchaser's schedule.**

Other: ☐ **Now available**
☐ **Date to be installed:** _____

16. WATER AVAILABILITY

Describe the maximum annual water requirements of the subdivision including water for indoor and outdoor domestic uses: The Lake Section Water Company, located in Chaparral, New Mexico will provide water. The maximum annual water requirement for the subdivision is calculated at 89.68 acre-feet. This water requirement is for indoor and outdoor use.

Describe the availability and sources of water to meet the subdivision's maximum annual water requirements: Lake Section Water Company has declared water rights totaling 13,387.07 acre feet per annum. At present the company uses approximately 1,970 acre feet per annum. The total water obligations that Lake Section Water Company has to date are 3,101.03 acre-feet. Lake Section Water Company owns several production wells that provide water for the system and all customers.

Describe the means of water delivery within the subdivision: Water will be delivered to the subdivision by underground piping of sufficient type and size to meet the needs of the subdivision.

Describe any limitations and restrictions on water use in the subdivision: As listed in the Restrictive Covenants, Section Two, No. 19, "The total irrigated area shall not exceed 800 square feet per lot. The 800 square feet may be planted in any combination of trees, shrubs, annuals and perennials, grasses, and garden. Grasses should be selected that are well adapted to local climatic conditions, and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible".", and No. 20, "The drilling or use of individual and/or shared wells is prohibited within the subdivision." The Restrictive Covenants are attached as Appendix B to this Disclosure Statement.

Summarize the provisions of any covenants or other restrictions requiring the use of water saving fixtures and other water conservation measures: Irrigated areas shall be limited to 1400 square feet of Bermuda or lesser water requiring grass, and 600 square feet of trees and horticulture, or the equivalent amount of water. The Restrictive Covenants include details of all limitations and restrictions on water use in the subdivision, and are attached as Appendix B.

Describe what measures, if any, will be employed to monitor or restrict water use in the subdivision: The Restrictive Covenants include details of all limitations and restrictions on water use in the subdivision and are attached as Appendix B.

17. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS

Name and address of entity providing water: Water for the subdivision will be provided by the Lake Section Water Company, 301 Paseo Real Drive, Chaparral, New Mexico 88081, (575) 824-4731. The cost per hook-up is 382.95 (includes tax) plus a deposit of $60 per lot at this time. Rates are subject to change per PRC approval.

Source of water and means of delivery: The Subdivider will install water service to each individual lot, and the Lake Section Water Company will supply water for the subdivision. It will be the responsibility of the purchaser/lessee to install water lines within the lot and to contact the Water Company for installation of the meter. The Purchaser/Lessee has up to 18 months from the date of purchase to request installation of the water service. Once the Purchaser/Lessee requests service, the Subdivider has 3 months to install the service. If the Purchaser/Lessee does not request service within the 18 months, then the Purchaser/Lessee and Subdivider will negotiate the change in costs for the service or provide for an extension of time.

Summary of any legal restrictions on either indoor or outdoor usage: As listed in the Restrictive Covenants, Section Two, No. 19, "Irrigated areas shall be limited to 1400 square feet of Bermuda or lesser water requiring

grass, and 600 square feet of trees and horticulture, or the equivalent amount of water.", and No. 20, "The drilling or use of individual and/or shared wells is prohibited within the subdivision." The Restrictive Covenants are attached as Appendix B to this Disclosure Statement.

Statement that individual wells are prohibited, if such is the case: The drilling or uses of individual and/or shared domestic wells are prohibited within the subdivision.

18. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

State whether wells will be provided by the subdivider or by the prospective purchaser/lessee:
Not Applicable. The Restrictive Covenants, Section 2, No. 20, for the proposed subdivision prohibits installation of individual domestic wells or shared wells.

If wells are provided by purchaser/lessee, state the estimated cost to complete a domestic well, including drilling, pressure tank, control devices, storage and treatment facilities: Not Applicable.

If wells are provided by the subdivider state the cost, if any, to the purchaser/lessee/conveyee: _____
Not Applicable.

Summary of legal restrictions on either indoor or outdoor usage: Not Applicable.

Recommended total depth of well: Not Applicable.

Average depth to groundwater and the minimum and maximum well depths to be reasonably expected:
Not Applicable.

Recommended total depth of well: Not Applicable.

Estimated yield in gallons per minute of wells completed to recommended total depth: Not Applicable.

19. LIFE EXPECTANCY OF WATER SUPPLY

State the life expectancy of each source of water supply for the subdivision under full development of the subdivision: Studies provided by the U.S.G.S., Bulletin 5615 show that there is an adequate water supply in the Hueco Bolson in excess of 40 years.

20. SURFACE WATER*

***Not applicable where subdivider intends to provide water for domestic use.**

Provide a detailed statement of the source and yield of the surface water supply and any restrictions to which the surface water supply is subject: Not Applicable.

21. NEW MEXICO STATE ENGINEER'S OPINION ON WATER AVAILABILITY

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico State Engineer regarding:

Whether or not the subdivider can furnish water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses. The State of New Mexico, Office of the State Engineer (OSE) made the following comments: "The Water Use & Conservation/Subdivision Review Bureau of the Office of the State Engineer has reviewed the reference subdivision proposal pursuant of the Otero County Subdivision Regulations and the New Mexico Subdivision Act. Based on the information provided, this office has determined that the subdivider can furnish water

sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses. Accordingly, a positive opinion is issued.

Whether or not the subdivider can fulfill the proposals in this disclosure statement concerning water, excepting water quality: "The Water Use & Conservation/Subdivision Review Bureau of the Office of the State Engineer has reviewed the reference subdivision proposal pursuant of the Otero County Subdivision Regulations and the New Mexico Subdivision Act. Based on the information provided, this office has determined that the subdivider can furnish water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses. Accordingly, a positive opinion is issued.

22. WATER QUALITY

Describe the quality of water in the subdivision available for human consumption: Water supplied by the Lake Section Water Company meets all drinking water quality standards. The water is sampled and analyzed in accordance with the requirements of the New Mexico Environment Department Drinking Water Bureau.

Describe any quality that would make the water unsuitable for use within the subdivision: No quality of the water would make it unsuitable for use within the subdivision.

State each maximum allowable water quality parameter that has been exceeded with the approval of the Board of County Commissioners and the name of the element, compound or standard that has exceeded that parameter: No maximum allowable water quality parameter has been exceeded.

23. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON WATER QUALITY

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether or not the subdivider can furnish water of an acceptable quality for human consumption and measures to protect the water supply from contamination in conformity with state regulations: The New Mexico Environment Department (NMED) made the following comments: Based on the information in the Subdivider's Disclosure Statement of September 8, 2015, New Mexico Environment Department (NMED) Drinking Water Bureau (DWB) has determine that the Misiones Subdivision can provide water of an acceptable quality for human consumption and the measures are taken to protect the water supply from contamination.

Whether or not the subdivider can fulfill the water quality proposal made in this disclosure statement: See above.

Whether or not the subdivider's proposal for water quality conforms to the County's water quality regulations: See above.

24. LIQUID WASTE DISPOSAL

Describe the precise type of liquid waste disposal system that is proposed and that has been approved by the Board of County Commissioners for use within the subdivision: Individual septic systems will be required for liquid waste disposal. The Subdivider will contract with a licensed contractor to install a conventional septic system as defined by the New Mexico Environment Department at each lot. Permits will be obtained by the licensed contractor from the New Mexico Environment Department from their office at 1170 N. Solano Drive, Las Cruces, New Mexico, phone (575) 524-6300. The subdivider will install a residential septic system sized to comply with New Mexico Liquid Waste Regulations, 20.7.3NMAC, but not to exceed a capacity of 1,200-gallons. Any purchaser/lessee requiring a larger or special septic system will be at the expense of the purchaser/lessee, estimated to range between $3,000 to $6,000. The Purchaser/Lessee has up to 18 months from

the date of purchase to request installation of the liquid waste service. Once the Purchaser/Lessee requests service, the Subdivider has 3 months to install the service. If the Purchaser/Lessee does not request service within the 18 months then the Purchaser/Lessee and Subdivider will negotiate the change in costs for the service or provide for an extension of time.

NOTE: NO LIQUID WASTE DISPOSAL SYSTEM MAY BE USED IN THIS SUBDIVISION OTHER THAN A SYSTEM APPROVED FOR USE IN THIS SUBDIVISION BY THE BOARD OF COUNTY COMMISSIONERS

25. N.M. ENVIRONMENT DEPARTMENT'S OPINION ON LIQUID WASTE DISPOSAL

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether there are sufficient liquid waste disposal facilities to fulfill the requirements of the subdivision in conformity with state regulations: The New Mexico Environment Department (NMED) made the following comments: "Sewer service is provided through individual onsite liquid waste disposal systems that are provided by the subdiver. Item 24 of the Disclosure statement requires onsite liquid waste disposal systems to be sized to comply with NMED regulations.

Whether or not the subdivider can fulfill the liquid waste proposals made in this disclosure statement: See above.

Whether or not the subdivider's proposal for liquid waste disposal conforms to the County's liquid waste disposal regulations: See above.

26. SOLID WASTE DISPOSAL

Solid Waste Disposal: ■ **Responsibility of Purchaser/Lessee**

☐ **Responsibility of Subdivider**

If purchaser/lessee is responsible for solid waste disposal, please state the address of the nearest Convenience Center or approved landfill and its distance in miles from the subdivision and/or the location of the nearest dumpster if a collection system is in use: There is no central solid waste system service in Chaparral. There are three private companies that are now serving the Chaparral Community. It will be the responsibility of the Purchaser/Lessee to contract with a registered private company for the disposal of solid waste at a legally registered or permitted solid waste facility. The nearest Convenience Center is located at 21 McGregor Range Road, approximately 6 miles from the subdivision via Angelina Blvd. east to US 54, then north to McGregor Range Road, then west to the convenience center. Disposal of household trash or waste by on site burning is prohibited. IAW 20.2.60.110, effective June 1, 2004, open burning of household waste other than vegetative material as defined in 20.2.60.7 NMAC is prohibited.

If subdivider is providing solid waste disposal, please describe the method or system to be used and the location of the landfill to be used: Not Applicable.

27. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON SOLID WASTE DISPOSAL

Include here the approved summary of the opinion received by the Board of County Commissioners from the New Mexico Environment Department on:

Whether or not there are sufficient solid waste disposal facilities to fulfill the requirements of the subdivision in conformity with state regulations: The New Mexico Environment Department (NMED) has not reviewed the Misiones Subdivision application at this time.

Whether or not the subdivider can fulfill the solid waste proposals made in this disclosure statement: See above.

Whether or not the subdivider's proposal for solid waste disposal conforms to the County's solid waste disposal regulations: See above.

28. TERRAIN MANAGEMENT

Describe the suitability for residential use of the soils in the subdivision as defined in the Natural Resource Conservation Service's soil survey for Otero County: The soils within the proposed subdivision are suitable for permanent residential and commercial uses according to the Soil Survey of Otero County.

Describe any measures necessary for overcoming soil and topographic limitations, and who will be responsible for implementing these measures: The area is relatively flat and there are no topographic limitations for construction.

Identify by lot and block numbers all parcels within the subdivision that are subject to flooding: There are no lots within the subdivision that are subject to periodic flooding.

Identify by lot and block numbers all parcels within the subdivision located in whole or in part on slopes in excess of 8%: No lots have surface slopes in excess of 8%.

Describe the surface drainage for all lots in the subdivision: Surface drainage at all lots is overland or sheet flow, facilitated by small natural drainage channels. It is recommended that building pads be elevated at least eighteen (18) inches above highest adjacent grade.

Describe the subsurface drainage for all lots in the subdivision (as per the Natural Resources Conservation Service's soil survey for Otero County): Subsurface drainage is adequate and should not pose any problems.

Describe the nature, location and completion dates of all storm drainage systems constructed or required to be constructed in the subdivision: Stormwater management structures such as borrow ditches, dips, and retention ponds will be provided to adequately control stormwater run-off. It will be the responsibility of each lot owner to pond on-site any stormwater run-off in excess of what would naturally drain from the site and adjoining dedicated roadways due to development. The stormwater management structures will be completed within four (4) years of county approval of the subdivision.

29. SOIL AND WATER CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

Include here the approved summary of the opinion received by the Board of County Commissioners from the Soil & Water Conservation District on:

Whether or not the subdivider can furnish terrain management sufficient to protect against flooding, inadequate drainage and soil erosion: The Otero Soil and Water Conservation District made the following comments: "Otero SWCD has reviewed the terrain management plans and finds them satisfactory. We recommend approval."

Whether or not the subdivider can satisfy the terrain management proposals made in this disclosure statement: See above.

Whether or not the subdivider's terrain management proposals conform to the County's regulations on terrain management: See above.

30. SUBDIVISION ACCESS

Name of town or village nearest to subdivision: The subdivision is located in the unincorporated community of Chaparral, New Mexico, which is located adjacent to the northern city limits of El Paso, Texas.

Distance in miles from nearest town to subdivision and the general route over which that distance is computed: The distance from the primary Chaparral business area to Misiones Subdivision is approximately 3 miles via McCombs Road then west to Luna Drive.

Describe access roads to subdivision, including approximate width and surfacing: : The subdivision is accessed from Angelina Blvd, which runs north-south and intersects U.S. Highway 54 to the north and State Line Drive to the south. Angelina has a 100-foot right-of-way with a 26-foot width triple oil penetration surface with borrow ditches. The subdivision can also be accessed from Luna Drive, which runs east to west. Luna has a 50 foot right-of-way with a 24-foot width double oil penetration surface with borrow ditches.

State whether or not subdivision is accessible by conventional vehicle and whether it is accessible at all times of the year; also state any weather conditions that could affect access to the subdivision and any measures that will be necessary to gain access during these conditions: Access to the subdivision is available by conventional vehicles all seasons of the year under all weather conditions.

Describe the width and surfacing of all roads within the subdivision: All roads within the subdivision will be 24 feet wide and will be surfaced with a double penetration chip seal or asphalt pavement. The roads will be submitted to the County for maintenance within four years of final subdivision approval if the subdivision is 20% occupied.

31. MAINTENANCE

Does the subdivider propose to submit the roads within the subdivision to the County for maintenance?

■ **Yes** ☐ **No**

Otero County accepted Angelina Boulevard for maintenance as shown on the letter dated October 22, 2003 from Otero County to Hueco Bolson Realty included in the management plans for Misiones Subdivision. The remaining roads within the subdivision will be constructed and submitted to the County for maintenance.

THIS DOES NOT GUARANTEE THAT ROADS WILL BE ACCEPTED FOR MAINTENANCE BY THE COUNTY

For roads proposed to be privately maintained or until the County accepts roads for public maintenance, who is responsible for maintenance of the roads?

■ **Subdivider** ☐ **Purchaser**

State how the roads will be maintained, describe any responsibilities and obligations lot owners will have with respect to road maintenance, and describe the measures taken to make sure that maintenance of the roads takes place (including responsibilities of property owners' association, if applicable): Maintenance of the roads within the subdivision will be the sole responsibility of the subdivider until such time as the County accepts the roads for maintenance.

Who is responsible for maintenance of other improvements within the subdivision (water systems, parks, etc)? ☐ **Subdivider** ☐ **Purchaser**

State how the improvements will be maintained, describe any responsibilities and obligations lot owners will have with respect to maintenance of improvements, and describe the measures taken to make sure that maintenance of the improvements takes place (include responsibility of property owners' association, if applicable): It will be the responsibility of the utility companies to maintain their systems within the subdivision. No other improvements are proposed.

NOTE: UNDER NEW MEXICO LAW LAND OWNERS ARE RESPONSIBLE TO PROVIDE THEIR OWN FENCES IF THEY WANT TO KEEP LIVESTOCK OUT

32. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS

Include here the approved summary of the opinion received by the Board of County Commissioners from the State Highway and Transportation Department on:

Whether or not the subdivider can fulfill the state highway access requirements for the subdivision in conformity with state regulations: The New Mexico Department of Transportation made the following comments: "Environmental Bureau: Chaparral, NM, is designated a "Colonia" in that federal funds from HUD can be used for housing and utility/infrastructure development. If any federal funds, either Rural Development funds from USDA (for utilities/infrastructure) or CDBG funds from HUD (for housing), are being used to construct this subdivision, then a cultural resources survey is required in accordance with the National Histrotic Preservation Act. The developer will need to call Michelle Ensey at the Historic Preservation Division (505-827-4046) for guidance. If access to NMDOT right of way is required for this project, including any infrastructure improvements in NMDOT right of way, the developer would need to contact the permit agent for the NMDOT District, and also would need to contact Gary Funkhouser in the NMDOT Environmental Section at 505-827-5692. A Site Threshold Assessment (STH) was completed for the subdivision, and the results indicate a minimal impact to area traffic. The volume of additional traffic generated by this subdivision will not exceed limits warranting further analysis. The STH is addressed in the management plans for Misiones.

Whether or not the subdivider can satisfy the access proposal made in this disclosure statement: See above.

Whether or not the subdivider's access proposals conform to the County's regulations on access: See above.

33. CONSTRUCTION GUARANTEES

Describe any proposed roads, drainage structures, water treatment facilities or other improvements that will not be completed before parcels in the subdivision are offered for sale: The Subdivider will install all water service, liquid waste systems, electrical service and gas service as described in items 14 and 15 of this Disclosure Statement.

Describe or attach all performance bonds, letters of credit or other collateral securing the completion of each proposed improvement: Colquitt Company (a family corporation), has demonstrated a commitment to Otero County to improve roads within the Chaparral area and have provided financial support for those improvements. J.B.C. Holding Corporation guarantees that all improvements as described in this Disclosure Statement will be completed in accordance with the stated standards and schedules.

UNLESS THERE IS SUFFICIENT BOND, LETTER OF CREDIT OR OTHER ADEQUATE COLLATERAL TO SECURE THE COMPLETION OF PROPOSED IMPROVEMENTS, IT IS POSSIBLE THAT THE PROPOSED IMPROVEMENTS WILL NOT BE COMPLETED. CAUTION IS ADVISED.

34. ADVERSE OR UNUSUAL CONDITIONS

State any activities or conditions adjacent to or nearby the subdivision, such as feed lots, dairies, cement plants or airports, that would subject the subdivided land to any unusual conditions affecting its use or occupancy: Presently there are no activities or conditions within the proposed subdivision that affect the use or occupancy of the subdivision. Approximately ½ mile east of the subdivision, there is a tire monofill. Approximately ¾ mile east of the subdivision is a landfill which has been used only for soil remediation. Due to pending and ongoing litigation it appears that this landfill will be relocated to an area west of the Otero County prison facilities. Otero County Commissioners have worked closely on this project. High power voltage lines are located west of the subdivision.

The State Register of Cultural Properties was reviewed and no listed properties are located within the subdivision boundaries. The subdivision has not been surveyed for archaeological sites and there is a possibility that archaeological sites exist within the boundary of the subdivision. If unmarked human remains or burials are discovered, the Purchaser should immediately stop work and contact the New Mexico Historical Preservation Office.

35. RECREATIONAL FACILITIES

Describe all recreational facilities, actual and proposed in the subdivision, and state the estimated date of completion of each: There are no recreational facilities proposed in this subdivision. Within the community there are recreational facilities at the Chaparral Elementary School, Chaparral Mid-School, a community baseball park, and the Delores C. Wright Memorial Park (a multi-recreational facility).

State whether or not there are any bonds, letters of credit or other collateral securing the construction of each proposed recreational facility and describe or attach any such bond, letter of credit or other collateral:
Not Applicable.

36. FIRE PROTECTION

Name of nearest fire station: ☐ **Municipality**

■ **Volunteer** Farsouth Volunteer Fire Department

Distance to nearest fire station from subdivision and route over which distance is computed: The Farsouth Volunteer Fire Department will provide protection for the subdivision. The fire station is located approximately 1 ½ miles from the subdivision at 827 Luna Drive. This distance was computed from the fire station east on Luna Drive to the subdivision.

The purchaser shall be responsible for designing and constructing fire suppression systems in their facilities that will adhere to the latest Fire Code. This shall be performed as part of the building permit process for structures that each lot owner will construct at their parcel.

37. POLICE PROTECTION

Show the various law enforcement agencies having jurisdiction in the area of the subdivision:
■ **NM State Police** ■ **Otero County Sheriff's Department** ☐ _____ **Police Department**

The Otero County Sheriff's Department and the New Mexico State Police provides police protection for the subdivision.

38. PUBLIC SCHOOLS

Name of and distance (in miles) to nearest public elementary school serving the subdivision:
Sunrise Elementary School is located approximately 3 ½ miles from the subdivision via Luna Drive west to County Line Drive, then north to the school. The address for Sunrise Elementary is 1000 County Line Drive. A new school, Yucca Heights Elementary, is scheduled to be open in the Fall, 2016. The school is located immediately northwest of the subdivision, across Angelina Blvd.

Name of and distance to nearest public junior high or middle school serving the subdivision:
Chaparral Mid-School is located approximately 5 miles from the subdivision via Luna Drive west to County Line Drive, then north to Lisa Drive, then west to the school. The address for Chaparral Middle School is 290 East Lisa Drive.

Name of and distance to nearest public high school serving the subdivision:
Chaparral High School is located approximately 3 miles from the subdivision via Luna Drive west to County Line Drive, then north to the school. The address for Chaparral High School is 900 County Line Drive.

39. HOSPITALS

Name of nearest hospital: The nearest hospital to the subdivision is Sierra Medical Center in El Paso, Texas.

Distance (in miles) to nearest hospital and route over which that distance is computed: Sierra Medical Center is approximately 25 miles from the subdivision. This distance is computed from Angelina Blvd. south to State Line Drive, east to U.S. Highway 54, south to I-10, west to Cotton Street, north to Murchison Drive, west to Medical Center Street, then south to the Hospital.

Number of beds in nearest hospital: The hospital has 328 beds.

40. SHOPPING FACILITIES

Description of nearest shopping facilities including number of stores: Shopping facilities located in Chaparral, New Mexico include grocery stores, gas stations, etc. There are numerous shopping facilities located in El Paso, Texas approximately 15 miles from the subdivision.

Distance (in miles) to nearest shopping facilities and route over which that distance is computed: The distance from Misiones Subdivision to the main business district of Chaparral is computed via Luna Drive, and west to McCombs Road, and is approximately 4 miles. There are other small stores located throughout Chaparral. El Paso, Texas is approximately 15 miles from the subdivision. This distance is computed from State Line Road, to U.S. Highway 54, to Trans Mountain Road.

41. PUBLIC TRANSPORTATION

Describe all public transportation that serves the subdivision on a regular basis: No commercial means of transportation are available at this time. There are other private transportation companies such as Safe Ride that are available to the area.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1st day of Jan., 2016.

Owner / Developer

STATE OF NEW MEXICO)
) SS
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 1st day of January, 2016 by John B. Colquitt, Junior, self and on behalf of J.B.C. Holding Corporation.

My Commission Expires 07-13-2019

Notary Public

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 17 OF 39

APPENDIX A

SAMPLE CONTRACT

CONTRACT OF SALE

STATE OF NEW MEXCIO

THIS CONTRACT AND AGREEMENT made and entered into this _____ day of _____, 201__, by and between *JBC HOLDING CORPORATION, INC. and John B. Colquitt, Junior*, hereinafter called OWNER, and _____, hereinafter called PURCHASER:

WITNESSETH:

1. The OWNER contracts and agrees to sell to the PURCHASER and PURCHASER hereby contracts and agrees to buy at the price and upon the terms and conditions hereinafter set forth, which are agreed to by the parties, the following, to wit:

Lot No.: _____ **Block No.:** _____ **Subdivision:** Misiones Subdivision

County: Otero, located in the State of New Mexico, according to the map and plat thereof on file in the Record of Plats of said County, in the Office of the County Clerk.

This street address is _____.

Subject, however, to all established right-of-way, roads and easements of record, and according to the Plat of Record, and the restrictive covenants filed thereon.

2. The total purchase price, which PURCHASER agrees to pay OWNER for, the purchase of said real property is as follows:

(1) TOTAL PRICE	**$**_____
(2) DOWN PAYMENT	**$**_____
(3) DEFERRED BALANCE	**$**_____

The deferred balance is payable in monthly installments of **$**_____ each month, the first installment being due and payable on or before the ____ **day of** _____, **201**__, and a like installment being due and payable on or before the same date of each and every month thereafter until paid, principal and interest, the deferred balance to bear interest at _____ per annum; interest is to be included in said monthly installments, said amounts to be due and payable to OWNER at the Company office, Chaparral, N.M. As each installment is paid, same is to be applied first to the payment of all interest accrued to the date of such payment, and the balance, if any, is to be applied on the principal hereof until the whole of said purchase price (both principal and interest) is fully and completely paid.

3. Purchaser may pay any additional sum over and above his required monthly payment without penalty.

4. When the entire purchase price, principal and interest, is fully paid, and providing PURCHASER is not in any way in default of any provisions herein contained, OWNER agrees to furnish PURCHASER, within 40 days thereafter, a General Warranty Deed showing good and merchantable title. OWNER will deliver a title insurance policy for the face amount of this contract, at the same time the general Warranty Deed is delivered.

5. Any payment received by the Collection Agent more than ten (10) days after the date upon which said payment was due, shall be accepted, but in addition to said payment, there shall be charged a "late charge" of $10.00, per 30 day period of delinquency, which shall be due and payable at the time of payment.

6. The PURCHASER shall pay all taxes and assessments which may accrue against said property after the date of this contract of sale, and in the event PURCHASER shall fail to pay said taxes or assessments when due, OWNER may pay such taxes and/or assessments and add all such amounts to the amounts remaining unpaid under this contract and note, and any amount so paid by OWNER shall bear interest from the date advanced until paid at the rate of one and a half percent (1 ½%) per month. It is herein provided, however, that in the event PURCHASER fails to pay the same within 30 days after said taxes and assessments are due and payable OWNER shall have the right to cancel this contract as herein provided.

7. PURCHASER shall be entitled to possession of the property from the date of this contract and may retain possession so long as he is not in default hereunder.

8. It is understood that all improvements placed upon the property prior to the delivery of the Deed shall become a part of the real estate and in the event of the cancellation of this contract, such improvements shall belong to the OWNER. PURCHASER further agrees that no lien of any kind or nature shall be placed upon said property until all payments due OWNER or his assigns have been made, and a Deed delivered.

9. In the event that the PURCHASER should fail to make the payments called for in this contract or to comply with any of the covenants, conditions, or restrictions contained herein, then the OWNER may either (1) declare by written notice, the entire amount of this contract due, owing, and payable within 30 days or (2) OWNER may notify PURCHASER of such default by written notice and if such default is not cured within thirty (30) days from the date of such notice, this contact shall become terminated and of no further force and effect. If OWNER should elect to use Option #1 and the entire amount due, owing, and payable is not paid within 30 days, this contact will become terminated and of no further force and effect. In either event, OWNER shall be entitled to retain all sums theretofore paid on this contract as liquidated damages and rent for the use of the property, and PURCHASER shall forfeit all rights and interest to the property, as well as any improvements placed thereon; and further, PURCHASER shall be obligated to immediately deliver possession of the premises to OWNER. In the event that he should fail or refuse to deliver possession of the premises to the OWNER, or should it become necessary for OWNER to place this contract in the hands of his attorney or to institute suit of any kind on this contract, then PURCHASER shall be obligated to pay all court costs as well as reasonable

attorney's fees, and whether or not a suit is filed, reasonable attorney's fees would nevertheless be payable. The notice herein provided for shall be given by certified or registered mail to the last address of the PURCHASER shown in the note collection records held by the Company, and the fact that such notice is not received by the PURCHASER shall not affect the validity of the termination of the contract. PURCHASER will sign a Special Warranty Deed at the time of closing that will be filed with the office of the County Clerk, without notice, if property is foreclosed on.

10. In the event that OWNER elects to declare this contract terminated by reason of the PURCHASER'S failure to comply with any of the terms of the contract and such termination shall become effective by reason of the expiration of thirty (30) days without the PURCHASER curing the default, then the PURCHASER shall be a mere tenant at sufferance of the OWNER of the above described property, and if the PURCHASER fails to vacate the premises immediately upon notice by OWNER, said OWNER shall have the right to go into any Justice Court or Magistrate Court in the precinct or county in which the property is located and file an action of forcible entry and detainer, which action shall lie against the PURCHASER as a tenant at sufferance. This remedy is cumulative of any and all remedies the OWNER may have hereunder or otherwise.

11. OWNER hereby agrees to furnish to PURCHASER a plat at the time of closing. Further, immediately after the execution of this contract, the OWNER will cause the lot to be staked, but it is understood that it will be staked only one time and OWNER will not be responsible for the loss or removal of said stakes through grading, vandalism, or otherwise.

12. It is agreed that any rights which OWNER may have hereunder shall be freely assignable by the OWNER. The PURCHASER shall have no right to assign this contract or any interest herein without first obtaining the written consent of the OWNER. It is further agreed that, should OWNER consent to an assignment hereof, no assignment will take place unless principal and interest are up to date.

13. **RESTRICTIONS**: These restrictions and restrictive covenants constitute a general plan for the development of all of the property in the subdivision aforementioned into a desirable rural community where a rural style of living may be developed and maintained. PURCHASER agrees this land will NOT be used for the purpose of: (1) raising any kind of animals or fowl for commercial purposes, only one hog per acre will be allowed, and that no offensive noises or odors will arise from the raising of any animals; (2) a slaughter house of any type; (3) a dumping ground for rubbish, trash, or junk; (4) mining of sand, gravel, caliche, fill dirt, or top soil; (5) a storage area, or storage of automobiles, trucks, buses, etc., junk yard, automobile repair garage, or the housing of stripped down, partially wrecked, or junk motor vehicle, or sizable parts hereof. All automobiles must be in running condition and be licensed with a current license plate; (6) general storage area.

No structure of temporary character, tent, shack, garage, barn, or other outbuilding shall be used as a residence. All houses, mobile homes, sheds and/or buildings must be placed parallel to existing lot lines. A11 buildings must be set back at least 50 feet from the roadway and 10 feet from all other lot lines. All single family residences exclusive of open porches, garages and carports, shall be at least eight hundred (800) square feet in main floor area. All purchasers

wishing to build must first obtain a building permit from the State of New Mexico. Said residence must be completed within one (1) year of the date of said permit. Only one residence will be permitted on said lot. All housing must NOT be more that ten (10) years old when placed on said lot. All mobile homes must be skirted within 90 days of being placed on the lot. It shall be the lot owner's responsibility to pond on-site any stormwater run-off in excess of what would naturally drain from the site due to development. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot. No construction is permitted using pallets for building, fencing, pens, etc. No converted buses, homemade trailers, or homemade campers will be allowed. Animals shall be confined within the boundaries of each parcel, and they shall not be allowed to wander or graze on adjoining properties. Livestock must be kept in sanitary conditions and shall not create unsightly or odorous conditions that detract from the lot appearance of property values. All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks. All parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such parcels or the accumulation of rubbish or debris thereon. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer that ninety (90) days. No public nuisance or offensive, noisy, or illegal trade or calling or act shall be done, suffered or permitted.

This covenant shall be binding upon the heirs, successors, or assigns of PURCHASER, and it is agreed that this restriction may be enforced by OWNER, its successors, or assigns, or subsequent purchasers, or by any other purchaser or owner of land in said subdivision. By executing this contract, purchaser agrees to comply with these restrictions heretofore mentioned.

Agree to comply:

_____ Signature

_____ Signature

14. PURCHASER declares that he has personally inspected the above described property and that he is buying the same on his own examination and judgment and not through any representation made to him by OWNER or OWNER'S agents as to the condition of said property, its location, value, future value, income, use or other matters.

15. This contract constitutes the entire and only agreement between the parties and is not binding until it has been signed and executed by both parties, OWNER and PURCHASER.

16. It is understood that this contract shall be binding on and shall insure to the benefit of the heirs, administrators, executors, successors and assigns or all parties hereto.

No oral agreements, guaranties, representations or warranties shall bind OWNER or its assigns.

EXECUTED in triplicate originals this _____ day of _____, 201__.

PURCHASER

_____
PURCHASER

_____
PURCHASER

_____

_____
ADDRESS

_____
PHONE NUMBER

OWNER

JBC HOLDING CORPORATION, INC.

BY_____
John B. Colquitt, junior

491 Angelina Boulevard
Chaparral, NM 88081
(575) 824-3333

I hereby certify that all of the comer stakes covering this property conveyed under this contract are in.

DATE:_____

_____
PURCHASER

_____
PURCHASER

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
) SS
COUNTY OF OTERO)

This instrument was acknowledged before me on _____, 201__,
by _____.

My commission expires:_____

_____
NOTARY PUBLIC

APPENDIX B

RESTRICTIVE COVENANTS FOR MISIONES SUBDIVISION

2016 RESTRICTIVE COVENANTS

FOR

MISIONES SUBDIVISION

OTERO COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS

That we, J.B.C. Holding Corporation, a New Mexico Corporation, and John B. Colquitt, Junior, Owners of the Misiones Subdivision recorded in the map of records of Otero County, New Mexico, do hereby create and establish the following restrictive covenants and easements affecting the use and occupancy of the lots and tracts aforementioned.

SECTION ONE
PURPOSE AND ENFORCEMENT

1. These restrictions and restrictive covenants constitute a general plan for the development of all the property in the subdivision aforementioned into a desirable subdivision and are to run with the land and shall be binding on all parties, unless, by Vote of the then owners of a majority of the lots in said subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

2. These restrictions shall be binding upon the owners of all lots in said subdivision and on all persons holding or claiming any rights of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any person owning any interest in any property in the said subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations of breaches committed during his or her ownership and control of said property.

SECTION TWO

GENERAL RESTRICTIONS

1. This land will NOT be used for the purpose of: (1) raising any kind of animals or fowl for commercial purposes. Limit of number of animals you can have on said lot not to exceed five animals of the same type, only one hog per acre will be allowed, and that no offensive noises or odors will arise from the raising of animals; (2) a slaughter house of any type; (3) a dumping ground for rubbish, trash, or junk; (4) mining of sand, gravel, caliche, fill dirt or top soil; (5) a storage area, or storage of automobiles, trucks, buses, etc., junk yard, automobile repair garage, or the housing of stripped down, partially wrecked, or junk motor vehicle, or sizable parts hereof. All automobiles must be in running condition and be licensed with a current license plate; (6) general storage area.

2. No structures of temporary character, tent, shack, barn, or other outbuilding shall be used as a residence.

3. All houses, mobile homes, sheds and/or buildings must be placed parallel to the existing lot lines.

4. No more than one residence will be permitted on said lot.

5. All single-family residences exclusive of open porches, garages and carports, shall be at least eight hundred (800) square feet in main floor area. All purchasers wishing to build must first obtain a building permit from the State of New Mexico. Said building must be completed within one (1) year of the date of said permit.

6. All housing must NOT be more than 10 years old when placed on said lot.

7. All mobile homes must be skirted within ninety (90) days of being placed on the lot.

8. All lavatories, toilets, and bath facilities shall be built indoors and connected with adequate septic systems.

9. All buildings must be set back at least 50 feet from the roadway and 10 feet from all other lot lines.

10. It shall be the lot owner's responsibility to pond on-site any storm water run-off in excess of what would naturally drain from the site including adjoining dedicated roadways.

11. No construction is permitted using pallets for buildings, fencing, pens, etc.

12. No converted buses, homemade trailers, or homemade campers will be allowed.

13. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot.

14. Animals shall be confined within the boundaries of each parcel, and they shall not be allowed to wander or graze on adjoining properties. No animals shall be allowed to run at large.

15. Livestock must be kept in sanitary conditions and shall not create unsightly, or odorous conditions that detract from the lot appearance or property values.

16. All parcels, whether occupied or unoccupied, and any improvements place thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such parcels or the accumulation of rubbish or debris thereon.

17. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than ninety (90) days.

18. No public nuisance or offensive, noisy, or illegal trade or calling or act shall be done, suffered or permitted.

19. The total irrigated area shall not exceed 800 square foot per lot. The 800 square feet may be planted in any combination of tress, shrubs, annuals and perennials, grasses, and garden. Grasses should be selected that are well adapted to local climatic conditions, and non-native

grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible.

20. The drilling or use of individual and/or shared domestic wells is prohibited within the subdivision.

SECTION THREE
APPLICABILITTY

1. In the event of any violation or threatened violation of any of the covenants herein, any owner of any lot, block or parcel in the subdivision may bring action at law or in equity, either of injunction, action for damages or such other remedy as may be available. In the event that a judgment is obtained, the owner shall also be entitled to recover from such person reasonable attorney's fees and court costs.

2. The failure by any land owner to enforce any restrictions, conditions, covenant, or agreement herein contained shall in no event be deemed to waive the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto, nor shall such failure give rise to any claim or cause of action against J.B.C. Holding Corporation or John B. Colquitt, Junior or the current land owner. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction, and damages awarded against such violator.

3. If any provisions of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

4. The purpose of the foregoing restrictions is to maintain a high standard in the subdivision. In order to accomplish this purpose and objective, it shall be the right and privilege of any

property owner of the subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any such restrictions by any purchaser, J.B.C. Holding Corporation and John B. Colquitt, Junior shall not be in any way responsible, either financially or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 1st day of January, 2016.

Owner / Developer

STATE OF NEW MEXICO)
) SS
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 1st day of January, 2016 by John B. Colquitt, Junior, self and on behalf of J.B.C. Holding Corporation.

My Commission Expires 07-13-2019

Notary Public

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 29 OF 39

APPENDIX C

REVIEW AGENCY COMMENTS

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK:
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 30 OF 39

NEW MEXICO
ENVIRONMENT DEPARTMENT
PO Box 5469
Santa Fe, NM 87502-5469
Phone (505) 476-8620 Fax (505) 476-8656
https://www.env.nm.gov/

SUSANA MARTINEZ
Governor
JOHN A. SANCHEZ
Lieutenant Governor

RYAN FLYNN
Cabinet Secretary
BUTCH TONGATE
Deputy Secretary

September 30, 2015

Sylvia C. Tillbrook, stillbrook@co.otero.nm.us
County of Otero
1101 New York Ave.
Alamogordo, NM 88310

RE: Misiones Subdivision

Based on the information in the Subdivider's Disclosure Statement of September 8, 2015, New Mexico Environment Department (NMED) Drinking Water Bureau (DWB) has determined that the Misiones Subdivision can provide water of an acceptable quality for human consumption and that measures are taken to protect the water supply from contamination.

Item 16 of the Disclosure Statement shows that water will be provided by the Lake Section Water Company. Lake Section Water Company, NM3529207, is a public water supply system that is regulated by the NMED DWB. On September 30, 2015 there were no active violations of any health based standard (i.e. maximum contaminant level, action level or treatment technique).

Item 18 of the Disclosure Statement prohibits individual or shared wells for domestic use.

The submittal included a letter dated July 29, 2015 stating that "Lake Section Water Company is ready, willing and able to provide water service to the above referenced subdivision." The referenced subdivision is Misiones Subdivision.

Sewer service is provided through individual onsite liquid waste disposal systems that are provided by the subdivider. Item 24 of the Disclosure Statement requires onsite liquid waste disposal systems to be sized to comply with NMED regulations.

Get more information on Lake Section Water Company from https://dww.water.net.env.nm.gov/DWW/. Please contact me at 505.841.5376 or angelafaye.cross@state.nm.us if you have other questions or would like further clarification on this response.

Sincerely,

Angela Faye Cross

Angela Faye Cross, P.E.

cc: Shared File Server, Aurora, P:\~ELECTRONIC CENTRAL FILE BY WATER SYSTEM

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK:
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 31 OF 39

COMMISION/ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904
Email: oteroadm@co.otero.nm.us

1101 NEW YORK AVE
ALAMOGORDO, NM 88310-8935

State of New Mexico
County of Otero

September 23, 2015

Sylvia C. Tillbrook
Executive Assistant
Otero County, NM

RE: MISIONES SUBDIVISION, OTERO COUNTY, CHAPARRAL NM

In accordance with the Otero County Subdivision Ordinance, a review was performed on the proposed preliminary plat, disclosure statement and management plan.

The Misiones Subdivision Plan by Magee and Associates, Inc. dated September 8, 2015 contains the required information as per the Ordinance for review by this department.

There are no questions or concerns about this subdivision or the documentation; however there is one recommendation listed below.

Since this Subdivision is not in a Flood Zone and the current County Ordinance does not specify that new development outside the flood zone be built at any certain level, I can only recommend that the lowest floor (including basement) be elevated 18 inches above the highest adjacent grade. This should protect the subdivision from flooding and with adequate drainage should not affect the existing houses.

Respectfully Submitted,

Paul Quairoli
Emergency Services Director
Otero County, NM

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 32 OF 39

OTERO SOIL AND WATER CONSERVATION DISTRICT

2920 N. White Sands Blvd., Alamogordo, NM 88310 - PHONE (505) 437-3100

Bill Mershon, Chairman
Rick Baish, Vice Chairman
Jeff Rabon, Secretary/Treasurer

Eddie Vigil, Member
Bob Nichols, Member
James Evrage, Member
Thomas Mendez, Member

Otero County Planning Coordinator
1101 New York Ave
Alamogordo, NM 88310

Re: Misiones Subdivision

Otero SWCD has reviewed the terrain management plans and finds them satisfactory. We recommend approval.

Sincerely,

Victoria A. Milne
District Manager

Please check one and return with your opinions & comments to:
Otero County Planning Coordinator
1101 New York Ave
Alamogordo, NM 88310

After reviewing this preliminary plat and supporting documents for the proposed Misiones ***Subdivision. My opinion is as follows:***

(X) **My rendered opinion is Favorable**

( ) **My rendered opinion is Adverse.** (***Please include written comments & remarks.)***

Signature ***Date*** Oct 15

REC DATE:1/14/16 REC TIME:10:15:46 AM INSTR#:201600322 CLK
OTERO COUNTY,DENISE GUERRA COUNTY CLERK PAGE 34 OF 39

ROAD DEPARTMENT
(575) 437-7636
FAX (575) 443-2952

7085 U.S. HWY. 54/70
ALAMOGORDO, NM
88310-8935

State of New Mexico
County of Otero

October 7, 2015

Sylvia Tillbrook
1101 New York Avenue
Alamogordo, New Mexico 88310

Re: Misiones Subdivision

Dear Mrs. Tillbrook:

In the road design and transportation plan for the subdivision, under the road design paragraph it states the subdivision will request a joint cooperative effort with Otero County to chipseal the roads. This cooperative agreement would have to be done separate from the subdivision being accepted.

Sincerely

Stephen C. Quappe
Road Superintendent

Steve Boyle
OTERO COUNTY ASSESSOR

Office of the County Assessor
1104 NORTH WHITE SANDS BLVD
SUITE B
ALAMOGORDO, NM 88310-6901
Phone (575) 437-5310
FAX (575) 443-2918

State of New Mexico
County of Otero

September 15, 2015

Re: Misiones Subdivision GIS Review

Otero County Planning Commission
1101 New York Ave.
Alamogordo, NM 88310

To Whom It May Concern:

I have reviewed the preliminary plat of the Misiones Subdivision and have found the following issues.

1. The road name Guadalupe Drive is a duplicate road name. It is currently in use in Pine Hurst #1 Subdivision. Per County subdivision ordinance 10-8, Appendix E.8, "No road name shall be used which will duplicate or be confused with the names of existing roads within Otero County".

Recommendation: Select a new name and verify that name with the Otero County Rural Addresser, Brenda Garcia, prior to resubmitting.

2. On the preliminary plat heading, it shows both the new subdivision Misiones and a re-plat of Block F of the Los Santos Subdivision. I believe these are 2 separate actions and should not be listed on the same plat or these lots (6, 7, 8, 10, 11, 13 &14) should be vacated and made part of Misiones Subdivision. If these are not going to be on the same plat, great. But if they are, this will only cause confusion in the Assessor's Office and with Title Companies. Trying to find the re-plat of the Los Santos Subdivision would be difficult in the Clerk's Office listing of subdivisions.

Recommendation: Ensure that Misiones Subdivision and Re-Plat of Los Santos Subdivision, Block F, Lots 6, 7, 8, 10, 11, 13 &14 are 2 separate actions and not listed on the same plat.

If you have any questions or concerns, please contact me at 575-439-2663 or email oterogis1@co.otero.nm.us.

Respectfully,

Stephan Dutill
Chief of Mapping/GIS Supervisor
Otero County

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New Mexico DEPARTMENT OF
TRANSPORTATION

October 19, 2015

Mrs. Sylvia C. Tillbrook
1101 New York Ave.
Alamogordo, NM 88310

RE: **Misiones Subdivision**

Dear Mrs. Tillbrook,

The appropriate engineers of the New Mexico Department of Transportation have reviewed the submitted material on the above referenced development and comments or concerns to be addressed are as follows:

Environmental Bureau: Chaparral, NM, is designated a "Colonia" in that federal funds from HUD can be used for housing and utility/infrastructure development. If any federal funds, either Rural Development funds from USDA (for utilities/infrastructure) or CDBG funds from HUD (for housing), are being used to construct this subdivision, then a cultural resources survey is required in accordance with the National Historic Preservation Act. The developer will need to call Michelle Ensey at the Historic Preservation Division (505-827-4064) for guidance.

#32 of the Disclosure Statement has "Pisa Estates".

If access to NMDOT right of way is required for this project, including any infrastructure improvements in NMDOT right of way, the developer would need to contact the permit agent for the NMDOT District, and also would need to contact Gary Funkhouser in the NMDOT Environmental Section at 505-827-5692.

If there are any questions you may contact me at (505) 827-5249 or by email at jeremy.lujan@state.nm.us .

Sincerely,

Jeremy Lujan
Property Asset Management Agent

FILE#: 1773

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

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STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER

CONCHA ORTIZ Y PINO BUILDING, 130 SOUTH CAPITOL, SANTA FE, NM 87501
TELEPHONE: (505) 827-6091 FAX: (505) 827-3806

TOM BLAINE, P.E.
STATE ENGINEER

October 5, 2015

Mailing Address:
P.O. Box 25102
Santa Fe, NM 87504-5102

Ms. Sylvia Tillbrook
Otero County
1101 New York Avenue
Alamogordo, NM 88310

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Re: Misiones Subdivision

Dear Ms. Tillbrook:

The Water Use & Conservation/Subdivision Review Bureau of the Office of the State Engineer has reviewed the referenced subdivision proposal pursuant to the Otero County Subdivision Regulations and the New Mexico Subdivision Act.

Based on the information provided, this office has determined that the subdivider can furnish water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses. Accordingly, a **positive** opinion is issued.

A staff memorandum providing specific comments is attached for your information. If you have any questions, please call Julie Valdez at 505-827-6790.

Sincerely,

Molly Magnuson

Molly Magnuson, P.E.
Water Use & Conservation/Subdivision Review Bureau Chief

cc: OSE Water Rights Division, Las Cruces Office

MEMORANDUM
New Mexico Office of the State Engineer
Water Use and Conservation Bureau

DATE: October 5, 2015
TO: Molly Magnuson, P.E., Water Use and Conservation Bureau Chief
FROM: Julie Valdez, Senior Water Resource Specialist
SUBJECT: Misiones Subdivision, Otero County

SUMMARY

On September 15, 2015 the Office of the State Engineer (OSE) received a request to review the Preliminary Plat for Misiones, a Type Two subdivision. The proposal is a request to subdivide a 171.667 acre parcel into 147 lots with sizes ranging between 0.994 acres and 1.633 acres. The water supply is to be provided by the Lake Section Water Company. The property is approximately 6 miles southeast of Chaparral on Angelina Blvd just northwest of the intersection of San Blas Drive and Steve Ct Street, within Section 22, Township 26 South, Range 6 East, NMPM.

The water supply documents submitted to this office consist of a Disclosure Statement, Restrictive Covenants, Water Supply and Water Quality Plan, a Water Service Commitment Letter and a 2014 Annual Report.

The proposal was reviewed pursuant to the Otero County Subdivision Regulations (Regulations) and the New Mexico Subdivision Act (Act). The water supply proposal is in compliance with the requirements of Sections C.1.B, C.3.E.1.a, C.3.E.2.a and C.3.E.2.b of the Regulations and § 47-6-11.F (1) of the Act. Accordingly, a **positive** opinion is recommended.

WATER DEMAND ANALYSIS AND CONSERVATION

Under Item No. 16 of the Disclosure Statement the developer has quantified the maximum annual water requirement for the subdivision pursuant to Section C.1.B of the Regulations. The water requirements for the subdivision are computed as 89.68 acre-feet per year for the entire subdivision (which includes 60,000 gallons per year for fire fighting and a conveyance system efficiency of 90%) or 0.61 acre-feet per year per lot, assuming 3.5 persons per dwelling (at 80 gpcd), 1400 square feet of Bermuda grass and 600 square feet of trees and horticulture.

Under Section Two, Paragraph 19 of the Restrictive Covenants "*Irrigated areas shall be limited to 1,400 square feet of Bermuda or lesser water requiring grass, and 600 square feet of trees and horticulture, or the equivalent amount of water*".

With regard to outdoor use, this office recommends that the subdivider limit irrigation to 800 square feet per parcel. This restriction may be stated as follows: "*The total irrigated area shall not exceed 800 square feet per lot. The 800 square feet may be planted in any combination of trees, shrubs, annuals and perennials, grasses, and garden. Grasses should be selected that are*

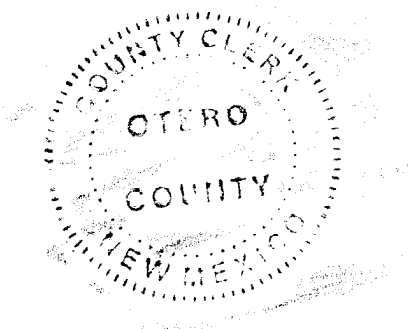
well adapted to local climatic conditions, and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible". Finally, this office suggests that other outdoor uses such as swimming pools, hot tubs, water fountains, and decorative ponds be restricted.

WATER AVAILABILITY ASSESSMENT

The proposed water supply for the subdivision is Lake Section Water Company. A letter indicating the utility is ready, willing, and able to provide water service is included in the proposal as required by Section C.3.E.1.a of the Regulations.

The developer has also included the documentation required for water utilities other than municipally owned water utilities showing the quantity of water presently produced annually, quantity of water supply commitments to date, and proof of sufficient water rights to meet both existing commitments and the requirements of the proposed subdivision for a period no less than forty years as required by Section C.3.E.2.a & b.

Based on OSE records, the Lake Section Water Company currently holds sufficient water rights to provide service to the proposed development.



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