

SUNRISE 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 three (3) days to rescind the transaction and receive all 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 three (3) 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: Sunrise Subdivision

2. NAME AND ADDRESS OF SUBDIVIDER

Name of Subdivider: Hueco Bolson Realty, Inc.
Address: 301 Paseo Real Drive
Street Address or P.O. Box
Chaparral, New Mexico 88081
City State Zip Code

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

Name: John B. Colquitt
Address: 301 Paseo Real Drive
Street Address or P.O. Box
Chaparral, New Mexico 88081
City State Zip Code
Telephone number(s): (575) 824-4144

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

<u>Present</u>	<u>Anticipated</u>
Number of parcels: <u>1</u>	Number of parcels: <u>128</u>
Number of acres: <u>153.167</u>	Number of acres: <u>153.167</u>

5. SIZE (IN ACRES) OF LARGEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION: 1.593 Acres

6. SIZE (IN ACRES) OF SMALLEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION: 1.001 Acres

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

Lowest dollar amount: \$15,000.00 Parcel size (in acres): 1.001
Highest dollar amount: \$45,000.00 Parcel size (in acres): 1.593

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 28 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 the information will be provided to the proposed purchasers in the course of negotiations and closure of the sale. A sample contract is attached as Appendix A.

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

Name: Hueco Bolson Realty, Inc.
Address: 301 Paseo Real Drive
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
Vice-President: Angelina Colquitt
Secretary: Estella Rosencrans-Wright
Treasurer: Sharon Rachelle Rose

The address for the above listed officers is:

Name: Hueco Bolson Realty, Inc.
Address: 301 Paseo Real Drive
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: Hueco Bolson Realty, Inc.
Address: 301 Paseo Real Drive
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.

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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: Hueco Bolson Realty, Inc. 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 Sunrise 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 recorded with the Otero County Clerks Office and 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: Overhead electric power will be available to each lot. 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 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 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.

Gas service: Propane Natural

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

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: All parcels will have gas.

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 Subdivider will provide gas service to each lot. It will be the responsibility of the Purchaser/Lessee to provide any deposits for the service.

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: Telephone service will be available to all parcels in the subdivision.

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, which can be reached at 1-800-244-1111.

Telephone utilities are: above-ground below 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 4 years of County approval

Natural Gas: Now available
 Date to be installed: within 4 years of County approval

Water: Now available
 Date to be installed: within 4 years of County approval

Telephone: Now available
 Date to be installed: within 4 years of County approval

Liquid waste disposal: Now available
 Date to be installed: Installed at Lot owner'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 78.11 acre-feet (corrected as per OSE comment, see # 21, below). This water requirement is for indoor and outdoor domestic 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 3,011.35 acre feet per annum. 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: The Restrictive Covenants include details of all limitations and restrictions on water use in the subdivision, and are attached as Appendix B.

Summarize the provisions of any covenants or other restrictions requiring the use of water saving fixtures and other water conservation measures: 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 \$360.00 per lot.

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: The Restrictive Covenants include details of all limitations and restrictions on water use in the subdivision, and are attached as Appendix B.

Statement that individual wells are prohibited, if such is the case: The Restrictive Covenants include details of all limitations and restrictions on water use in the subdivision, and are attached as Appendix B.

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

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

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: The subdivider will provide water for domestic use.

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 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."

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 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 copy of their comments is attached in Appendix C.

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) did not respond to the request for opinion on water quality.

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: The subdivider will install up to a 1,200-gallon residential septic system. Any purchaser/lessee requiring a larger or special septic system will be at the expense of the purchaser/lessee. 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.

Individual septic systems will be required for liquid waste disposal. The Subdivider will contract with licensed contractors to install the septic system 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 up to a 1,200-gallon residential septic system. Any Purchaser/Lessee requiring a larger or special septic system will be at the expense of the Purchaser/Lessee. 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) did not respond to the request for opinion on liquid waste disposal.

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.

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) did not respond.

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 liquid 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.

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, culverts, and retention ponds will be provided to adequately control stormwater run-off. It will be responsibility of each lot owner to pond on-site any stormwater run-off in excess of what would naturally drain from the site due to development. The stormwater management structures will be completed within four (4) years of county approval of the subdivision.

29. NATURAL RESOURCE CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

Include here the approved summary of the opinion received by the Board of County Commissioners from the Natural Resource 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 did not respond to the request for an opinion on the terrain management plan.

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 1.5 mile from the 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 subdivision is located in the unincorporated community of Chaparral, New Mexico

Describe access roads to subdivision, including approximate width and surfacing: Access to the subdivision is via Ted Place, San Carlos Drive, or Dorado Lane. All roads described above have 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: The roads within the subdivision will have a 50-foot right-of-way with a 24-foot width double oil penetration surface with borrow ditches. The subdivider will complete all roads within 4 years of final approval by Otero County. The roads within the subdivision will be built in accordance with the Otero County Subdivision Regulations.

31. MAINTENANCE

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

Yes No

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 stated: "The appropriate engineers of the New Mexico Department of Transportation have reviewed the submitted materials on the above referenced development and comments or concerns to be addressed are as follows: Environmental Bureau: If accesses to NMDOT right of way is required for the project, including any infrastructure improvements in NMDOT right a way, the project would require an access permit and environmental clearance from the NMDOT and the project would need to contact Gary Funkhauser in the NMDOT Environmental Division at 505-827-5692. If there are any questions you may contact me at (505) 827-5249 or by email at jeremy.lijan@state.nm.us ". Access to New Mexico Department of Transportation right of way is not required for access to subdivision. However 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 Sunrise Subdivision. A copy of their comments is attached in Appendix C. _____

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 construct all proposed roads, install all drainage structures, install all water service, install liquid waste systems, and install electrical service as described in this Disclosure Statement. _____

Describe or attach all performance bonds, letters of credit or other collateral securing the completion of each proposed improvement: The Subdivider has demonstrated a commitment to Otero County to improve roads within the Chaparral area and has provided financial support for those improvements. Hueco Bolson Realty,

Inc. and John B. Colquitt provide their guarantee 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. East of the subdivision a solid waste landfill is permitted but not currently active. High power voltage lines are located east of the subdivision

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 contact the State Historic Preservation Division at (505) 827-6320.

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 1.5 miles from the subdivision at 827 Luna Drive.

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 will provide 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 1/2 miles from the subdivision. This school is located on County Line Drive north of Lisa Drive in Chaparral.

Name of and distance to nearest public junior high or middle school serving the subdivision:

Chaparral Middle-School is located approximately 5 1/2 miles from the subdivision. This school is located north of Lisa Drive on Chaparral Drive.

Name of and distance to nearest public high school serving the subdivision:

Chaparral High School is located approximately 4 miles from the subdivision. The school is located on County Line Drive north of Lisa Drive on Chaparral 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 26 miles from the subdivision. This distance is computed from Ted Place to Steve Drive to Angelina Boulevard, to State Line Road, to the Patriot Freeway, to I-10, to Cotton Street, to Arizona Street, to the Hospital.

Number of beds in nearest hospital: Sierra Medical Center 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 Sunrise to downtown Chaparral is computed via Steve Drive to Angelina Boulevard to State Line Drive to McCombs Road, and is approximately 4.5 miles. El Paso, Texas is approximately 15 miles from the subdivision. This distance is computed from Steve Drive to Angelina Boulevard, to State Line Road, to the Patriot Freeway, 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.

**APPENDIX A
SAMPLE CONTRACT**

CONTRACT OF SALE

STATE OF NEW MEXICO

THIS CONTRACT AND AGREEMENT made and entered into this ____ day of _____, 20____, by and between *HUECO BOLSON REALTY, INC.*, 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:** SUNRISE 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 _____, 20__, 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 \$25.00, 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 contract 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 contract 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 map 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. Limit of number of animals you can have on your property not to exceed five animals of the same type (ex. 5 dogs, 5 cats, 5 goats, etc.) 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. All 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 than ten (10) years old when placed on said lot, unless approved by Hueco Bolson Realty, Inc.. All mobile homes must be skirted within 90 days of being placed on the lot. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot. No construction is permitted using pallets or tires for building, fencing, pens, etc. No converted buses, homemade trailers, or homemade campers will be allowed nor will campers or mobile home be used for storage buildings. 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 duplicate originals this _____ day of _____, 20__.

PURCHASER

OWNER

PURCHASER

HUECO BOLSON REALTY, INC.

PURCHASER

BY _____

ADDRESS

301 Paseo Real Drive
Chaparral, NM 88081
(575) 824-4144

PHONE NUMBER

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

DATE: _____

PURCHASER

PURCHASER

ACKNOWLEDGEMENT FOR NATURAL PERSONS

**STATE OF NEW MEXICO
COUNTY OF DONA ANA**

This instrument was acknowledged before me on _____, 20__,
by _____.

My commission expires:

NOTARY PUBLIC

APPENDIX B
RESTRICTIVE COVENANTS FOR SUNRISE SUBDIVISION

**RESTRICTIVE COVENANTS
FOR
SUNRISE SUBDIVISION
OTERO COUNTY, NEW MEXICO**

KNOW ALL MEN BY THESE PRESENTS

That we, Hueco Bolson Realty, Inc., a New Mexico Corporation, Owners of the Sunrise 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 residential 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, only one hog per acre will be allowed, limit of number of animals you can have on your property not to exceed five animals of the same type (ex. 5 dogs, 5 cats, 5 goats, etc.) 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., junkyard, automobile repair garage, or the housing of stripped down, partially wrecked, or junk motor vehicles, or sizeable parts thereof. All automobiles must be in running condition and be licensed with a current license plate.
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 residence 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 a residence 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 unless approved by Hueco Bolson Realty, Inc.
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 tanks.
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 stormwater run-off in excess of what would naturally drain from the site due to development.
11. No construction is permitted using pallets for buildings, fencing, pens, etc.
12. No construction is permitted using tires or pallets for buildings, fencing, pens, etc.
13. No converted buses, homemade trailers, or homemade campers will be allowed, nor will campers or mobile homes be used for storage buildings.
14. All barns, sheds, corrals, and/or pens must be situated on the back half of the lot.
15. Animals shall be confined within the boundaries of each parcel, and they shall not be allowed to wander or graze on adjoining properties.
16. Livestock must be kept in sanitary conditions and shall not create unsightly, or odorous conditions that detract from the lot appearance or property values.
17. 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.
18. 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 than ninety (90) days.

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

20. No animals shall be allowed to run at large.

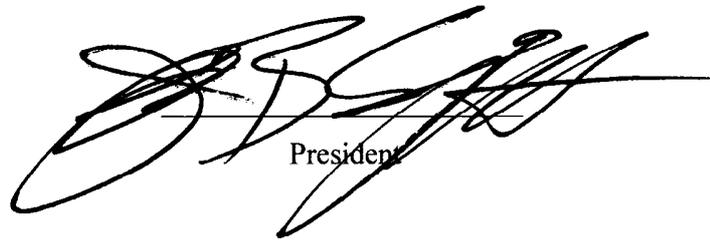
SECTION THREE
APPLICABILITTY

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 judgement is obtained, the owner shall also be entitled to recover from such person reasonable attorney's fees.
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 Hueco Bolson Realty, Inc. 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, Hueco Bolson Realty, Inc. shall not be in any way responsible, either financially or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 16th day of April, 2015.


Secretary


President

STATE OF NEW MEXICO)
COUNTY OF OTERO)

The foregoing instrument was acknowledged before me this 16th day of April, 2015, by John B. Colquitt, for the Hueco Bolson Realty, Inc. a New Mexico Corporation.

My commission expires:
10-05-2017


Notary Public

 OFFICIAL SEAL
DEEDEE BELMONTES
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 10-05-2017

APPENDIX C
REVIEW AGENCY COMMENTS

COMMISSION / ADMINISTRATION
(575) 437-7427
FAX (575) 443-2904



1101 NEW YORK AVE
ALAMOGORDO, NM 88310-6935

State of New Mexico
County of Otero

MEMORANDUM

July 15, 2014

Paul Quairol
OES, Director
Otero County, NM

RE: SUNRISE ESTATES 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 Sunrise Estates Subdivision Plan by Magee and Associates, Inc. dated June 16, 2014 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,

A handwritten signature in black ink, appearing to read "Paul Quairol", written over a horizontal line.

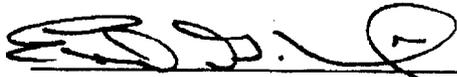
Paul Quairol
Emergency Services Director
Otero County, NM

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

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

My rendered opinion is Favorable

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



Signature

16 July 14

Date

Steve Sandoval, Otero County Planning Board member.



STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
SANTA FE

Scott A. Verhines, P.E.
State Engineer

July 18, 2014

CONCHA ORTIZ Y PINO BLDG.
POST OFFICE BOX 25102
130 SOUTH CAPITOL
SANTA FE, NEW MEXICO 87504-5102
(505) 827-6091
FAX: (505) 827-3806

Ms. Stephanie Hale
Otero County
1101 New York Avenue, Room 201
Alamogordo, NM 88310

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Re: Sunrise Estates Subdivision

Dear Ms. Hale:

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,

A handwritten signature in cursive script that reads "Molly Magnuson".

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

cc: OSE Water Rights Division, Las Cruces Office

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

DATE: July 18, 2014
TO: Molly Magnuson, P.E., Water Use and Conservation Acting Bureau Chief
FROM: Julie Valdez, Senior Water Resource Specialist *JMV*
SUBJECT: Sunrise Estates Subdivision, Otero County

SUMMARY

On June 24, 2014 the Office of the State Engineer (OSE) received a request to review the Preliminary Plat for Sunrise Estates, a Type Two subdivision. The proposal is a request to subdivide a 153.167 acre parcel into 128 lots with sizes ranging between 1.001 acres and 1.593 acres. The water supply is to be provided by the Lake Section Water Company. The property is approximately 4 miles east of Chaparral near the intersection of Luna Drive and Dorado Street, within Section 20, 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 an 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 County Regulation and § 47-6-11.F (1) of the New Mexico Subdivision 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 County Regulations. The water requirements for the subdivision are computed as 0.61 acre-feet per year per lot or 78.11 acre-feet per year for the entire subdivision, assuming 3.5 persons per dwelling (at 80 gpcd), 1400 square feet of Bermuda grass, 600 square feet of trees, 60,000 gallons per year for fire fighting and a conveyance system efficiency of 90%.

Outdoor use is limited to a maximum of 1,400 square feet of Bermuda grass and 600 square feet of trees and horticulture under Section Two, Paragraph 21 of the Restrictive Covenants.

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*

Sunrise Estates Subdivision
July 18, 2014
Page 2 of 2

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 by the 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 subdivider 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.



Susana Martinez
Governor

STATE OF NEW MEXICO
**DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION**

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

July 21, 2014

Stephanie Hale
Planning Coordinator
County of Otero
1101 N. New York Avenue, Room 201
Alamogordo, NM 88310

Re: Sunrise Estates Subdivision

Dear Ms. Hale:

I am writing in response to the above referenced subdivision and the preliminary plat received at the Historic Preservation Division (HPD) on June 24, 2014. On behalf of the Division, I conducted a review of the preliminary plat in order to determine if the proposed subdivision will impact cultural properties.

According to the preliminary plat, the proposed subdivision is within Section 20, Township 26 South, Range 6 East. A review of our records shows that there are no properties listed on the State Register of Cultural Properties within the proposed subdivision. Although there are no properties listed on our State Register, our archaeological records show the presence of a known archaeological site within the southeast corner of the subdivision. This archaeological site was identified in 1988 during a survey on adjacent property for the Bureau of Land Management prior to a land exchange.

Because of the existence of a known archaeological site within the boundaries of the proposed subdivision, the potential for unknown archaeological sites to exist is high. Therefore, this office recommends that the subdivider have a professional archaeologist conduct a survey of the subdivision prior to final plat approval. Identification of archaeological sites before the property is subdivided may help preserve and protect significant archaeological sites if they can be avoided by construction. A list of cultural resource consultants can be obtained from our web site at www.nmhistoricpreservation.org.

If you have any questions concerning these comments, please contact me. I can be reached by telephone at (505) 827-4064 or by email at michelle.ensey@state.nm.us.

Sincerely,


Michelle M. Ensey
Archaeologist

Log: 99445

Donald Yee
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

June 25th 2014

RE: Sunrise Estates 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 Sunrise Estates and have found the following issues.

1. The road name Saturn Dr is a duplicate road name. It is currently in use in Unit 15 of the Timberon Subdivision, Community of Timberon, as Saturn St and in the Panorama Terrace Subdivision, City of Alamogordo, as Saturn Cir. 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: I would *normally* recommend selecting a new name. However, due to the fact that these roads are in very different locations and utilize a different suffix, I recommend no action. If the Planning Commission or their representative has reservations, I suggest contacting the PSAP manager for their input. If it is determined a new name is required, please verify that name with the Otero County Rural Addresser, Brenda Garcia, prior to resubmitting.

2. The road name Sunrise Dr is a duplicate road name. It is currently in use on the Mescalero Indian Reservation, as Sunrise Dr. It is in use in the Sunrise Heights Subdivision, City of Alamogordo, as Sunrise Ave. It is also in use in the Sunset Acres Subdivision, Jack Rabbit Flats fire district, as Sunrise (no suffix). 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: I would *normally* recommend selecting a new name. However, due to the fact that these roads are in very different locations, I will only recommend changing the *suffix* to remove some chance of possible confusion. If the Planning Commission or their representative has reservations, I suggest contacting the PSAP manager for their input. If it is determined a new name is required, please verify that name with the Otero County Rural Addresser, Brenda Garcia, prior to resubmitting.

3. The road name Mars Place is a duplicate road name. It is currently in use in Unit 15 of the Timberon Subdivision, Community of Timberon, as Mars Way and in the Panorama Terrace Subdivision, City of Alamogordo, as Mars Ave. 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: I would *normally* recommend selecting a new name. However, due to the fact that these roads are in very different locations and utilize a different suffix, I recommend no action. If the Planning Commission or their representative has reservations, I suggest contacting the PSAP manager for their input. If it is determined a new name is required, please verify that name with the Otero County Rural Addresser, Brenda Garcia, prior to resubmitting.

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



Respectfully,
Stephan Dutil
Chief of Mapping/GIS Supervisor
Otero County Assessor's Office



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

July 28, 2014

Ms. Stephanie Hale
1101 New York Ave.
Alamogordo, NM 88310

RE: Sunrise Estates Subdivision

Dear Mr. Hale,

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: If access to NMDOT right of way is required for the project, including any infrastructure improvements in NMDOT right of way, the project would require an access permit and environmental clearance from the NMDOT and the project proponent would need to contact Gary Funkhauser in the NMDOT Environmental Division 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

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Pete K. Rahn
Chairman
District 3

Ronald Schmeits
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6



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