

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

Phone: (505) 991-6611
Fax: (505) 505-869-3342
Email: clerkadmin@bosquefarmsnm.gov



Sharon Eastman, Chair

Commission:
Dan Garrison
Joe J Hale
Michael Baber
Kevin Schaus

THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS REGULAR MEETING ON MONDAY, MARCH 3RD, 2025 IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:30PM.

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT FOR NON-AGENDA ITEMS

(Comments are limited to 3 Minutes, time cannot be distributed to peers in attendance)

DEPARTMENTAL REPORTS

CHAIR & COMMISSION REPORTS

COMMISSION TO REVIEW & TAKE ACTION PREVIOUS MINUTES

1. Attachment A- 2-3-25 Regular Meeting Minutes.pdf

COMMISSION TO REVIEW AND TAKE ACTION ON A CONDITONAL USE PERMIT FOR 1075 BOSQUE FARMS BLVD

2. Attachment B Carrillo's Auto Sale.pdf

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY APRIL 7TH, 2025.

ADJOURNMENT

“PRESERVING RURAL AMERICA”

PLEASE NOTE: *The Planning & Zoning Commission may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the office of the Village Clerk at (505) 991-6611 at least three (3) calendar days prior to the meeting. Public documents including the agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity, or service sponsored by the Village. Contact the office of the Village Clerk/administrator for more information.*



MINUTES
VILLAGE OF BOSQUE FARMS
PLANNING & ZONING COMMISSION
REGULARLY SCHEDULED MEETING
MONDAY, FEBRUARY 3, 2025 AT 6:30 P.M.
COUNCIL CHAMBERS LOCATED
1455 WEST BOSQUE LOOP

1. **Call to Order**

Meeting called to order at 6:30PM

Please turn off cell phones or set to silent mode

2. **Pledge of Allegiance**

Commissioner Baber led the Pledge of Allegiance

3. **Roll Call/Determination of Quorum**

SE	✓	DG	✓	MB	✓	KS	✓	JH	✓
Quorum present		Yes	No						

4. **Approval of Agenda**

A C T I O N	Motion	Approval of the Agenda with no changes		
	Made by:	Commissioner Schaus	Commissioner Eastman-Yes Commissioner Garrison -Yes	
	Second by:	Commissioner Hale	Commissioner Baber- Yes Commissioner Schaus- Yes Commissioner Hale- Yes	
	Motion carried?	PASSED	FAILED	

5. **Public Comment**

None.

6. **Departmental Reports**

Clerk Administrator Limon shared the following updates:

- Town of Peralta has made a formal request to our Attorney to appear before Council to request annexation of the building they recently purchased (Peralta Drive and Highway 47) Peralta is requesting to annex both the lot and Peralta Drive. To the knowledge of the Clerk's office Peralta Drive does not belong to Bosque Farms, Molzen & Corbin does not have any record of this, and in research nothing was found by Valencia County assessor. The requested agenda item will appear before Council in February.
- Molzen & Corbin and the Police Chief have been working together on design for the newly proposed police Station.
- Carmen Morin of DFA has not provided updates yet regarding the Village's application for ADA updates for the community center and baseball field.
- The Clerk/Administrator has been nominated and appointed to the New Mexico Municipal League's Clerk's Education Committee. This committee handles the training and education of newly appointed Clerks and Managers across the state of New Mexico.
- Bixby Electric has diagnosed the issue with the streetlights. 38 lights in total are out along highway 47. About 20 of these have bad lamps and the remainder either need new fixtures or new Ballasts.
- Employee Evaluations shall be conducted by the Mayor and Clerk Administrator starting in March. The newly established evaluation forms can be found on the left of the Commission's binder.
- Molzen & Corbin on call engineering contract negotiations have been underway. Contract is expected to be presented in the February meeting before Council.
- 5 permits have been filed in 2025 so far with the Clerk Administrator.
- 515 Braught Road is fixing the roof of an existing horse stable.
- 875 Calle De Bosque is a new home being built by Mr. Utash.
- 930 Velvet Drive is replacing the existing Dwelling with a new home.
- 1135 Chiquitos road will have a new barn structure.
- 275 Del Norte Court pulled a permit to completely replace and remodel his roof with new materials.
- Code Enforcement report for this meeting is unavailable due to system outages.

7. **Chairwoman & Commission Reports**

Chairwoman Eastman provided the Clerk administrator with several properties to investigate for violations.

Hacienda building has flags advertising them business that is not legally active within the Village of Bosque Farms, Chairwoman Eastman suggested code enforcement contacted.

8. **Commission to Review and Take Action on Previous Planning & Zoning Commission Meeting Minutes**

Attachment A – 1-6-25 Draft Minutes.pdf

A C T I O N	Motion	Approval of Minutes with adjustments to grammatical errors	
	Made by:	Commissioner Baber	Commissioner Eastman - Yes Commissioner Garrison -No Vote Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes
	Second by:	Commissioner Schaus	
	Motion carried?	PASSED	

9. **Commission to Open a Public Hearing and Provide Recommendation to Council Regarding Variance Application for Kris Haney 2300 Bruno Lane.**

Attachment B- Kris Haney Application.pdf

Clerk Administrator Limon presented the case on Mrs. Haney’s behalf as she is out of state due to illness in her family.

Clerk Administrator stated he was contacted by nearby property owners and they did not mind the variance as it had no real effect on their property.

Clerk Administrator Limon stated that the requested Variance from Mrs. Haney was so that she could garden and plant vegetation for her family, she feels her property’s shape does not give much room for growth.

Chairwoman Eastman stated although understanding of the request, does not meet the criteria of the zoning ordinance.

Commissioner Hale stated he was understanding of the zoning ordinance however was dissatisfied that agriculture could not be factored into the request due to the Village’s longstanding desire to represent rural America in such a way.

A C T I O N	Motion	Commission to Open Public Hearing for 2300 Bruno Lane.	
	Made by:	Commissioner Hale	Commissioner Eastman - Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes
	Second by:	Commissioner Baber	
	Motion carried?	PASSED	

10. **Commission to Close Public Hearing and Provide Recommendation to Council regarding Variance application for Kris Haney 2300 Bruno Lane**

A C T I O N	Motion	Recommendation of Denial.	
	Made by:	Commissioner Garrison	Commissioner Eastman - Denial Commissioner Garrison - Denial
	Second by:	Commissioner Baber	Commissioner Baber - Denial Commissioner Schaus - Denial Commissioner Hale - Denial
	Motion carried?	PASSED	FAILED

11. **Commission to Review and Take action on Home Occupation Permit application for Leglie Calvert 1195 Chiquitos Road.**

Attachment C- Calvert Application.pdf

Clerk Administrator Limon swore in the applicant Mrs. Calvert.

Mrs. Calvert explained how her business is one of the few left in the state of New Mexico and involves hair removal. Mrs. Calvert showcased her plans and explained the layout of her property to the commission. Mrs. Calvert also provided her documentation for the board of cosmetology.

A C T I O N	Motion	Recommendation of Approval of Home Occupation Permit.	
	Made by:	Commissioner Baber	Commissioner Eastman - Approval Commissioner Garrison - Approval
	Second by:	Commissioner Hale	Commissioner Baber - Approval Commissioner Schaus - Approval Commissioner Hale - Approval
	Motion carried?	PASSED	FAILED

12. **Commission to Review and Take action on Home Occupation Permit application for Timothy Stuart Pseduo Mechanic 230 Mistletoe Avenue.**

Attachment D- Pseduo Mechanic.pdf

Clerk Administrator Limon swore in the applicant Mr. Stuart

Mr. Stuart went on to explain that he has a bay in which he works on project vintage vehicles through out the year. At a time he may have 3 cars in the bay but he is only actively working on one at a time. Mr. Stuart does have automotive chemicals on the property but are sealed in barrels approved and properly disposed when he's in no longer of need of.

Mr. Stuart stated he would like for his business to be in compliance as nearby neighbors have bikes that they work on and he finds their noise to be insufferable. He on the other hand has had no complaints about his property.

Clerk Administrator Limon agreed with Mr. Stuart that no nearby property owners have called to complain about the shop hours of 8-5pm of Mr. Stuart.

A C T I O N	Motion	Recommendation of Approval of Home Occupation Permit.	
	Made by:	Commissioner Hale	Commissioner Eastman - Approval Commissioner Garrison -Approval Commissioner Baber - Approval Commissioner Schaus - Approval Commissioner Hale - Approval
	Second by:	Commissioner Schaus	
	Motion carried?	PASSED	

13. **Time and Place of Next Meeting**

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY, MARCH 3RD, 2025.

ADJOURNMENT

7:55 PM



STATE OF NEW MEXICO
 Taxation and Revenue Department
 Audit & Compliance Division
 Albuquerque District



Bill Richardson
 Governor

Duffy Rodriguez
 Secretary Designate

CARRILLO'S AUTO SALES LLC
 701 COORS BLVD NW
 ALBUQUERQUE, NM 87121-1308

October 14, 2010
 CRS: 03-200594-00-6
 Letter ID: L2102018624

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 12-Oct-2010	IDENTIFICATION NUMBER 03-200594-00-6	Business Start Date 01-Jul-2010
Business Location 701 COORS BLVD NW		Business End Date
City and State ALBUQUERQUE, NM		Zip Code 87121-1308
Taxpayer Name CARRILLO'S AUTO SALES LLC		Taxpayer Type LLC
Firm Name CARRILLO'S AUTO SALES LLC		Filing Frequency QUARTERLY
Mailing Address 701 COORS BLVD NW		
City and State ALBUQUERQUE, NM		Zip Code 87121-1308

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division Director

By *Philip Salazar*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 12-Oct-2010	IDENTIFICATION NUMBER 03-200594-00-6	Business Start Date 01-Jul-2010
Business Location 701 COORS BLVD NW		Business End Date
City and State ALBUQUERQUE, NM		Zip Code 87121-1308
Taxpayer Name CARRILLO'S AUTO SALES LLC		Taxpayer Type LLC
Firm Name CARRILLO'S AUTO SALES LLC		Filing Frequency QUARTERLY
Mailing Address 701 COORS BLVD NW		
City and State ALBUQUERQUE, NM		Zip Code 87121-1308

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division Director

By *Philip Salazar*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v10



11/11/10 9:00 AM



BUSINESS REGISTRATION

CITY OF ALBUQUERQUE
P.O. BOX 1293
ALBUQUERQUE, NM 87102

CARRILLOS AUTO SALES LLC
1001 OLD COORS DR SW
ALBUQUERQUE NM 87121

CITY OF ALBUQUERQUE

CARRILLOS AUTO SALES LLC (CARRILLOS AUTO SALES LLC)
1001 OLD COORS DR SW

PERMIT NO: BRC-2010-317766

PROGRAM: BUSINESS REGISTRATION

EFFECTIVE FROM: 01/01/2025 THROUGH: 12/31/2025

HAVING COMPLIED WITH THE FEE REQUIREMENTS OF CHAPTER 13 ARTICLE 1 OF THE REVISED ORDINANCES
REGISTRATION OR LICENSING WITH THE CITY OF ALBUQUERQUE AND PAYMENT OF FEES DOES NOT CONSTITUTE A
WAIVER OF ANY REQUIREMENTS OR PROVISIONS CONTAINED AT ANY LAW.
THE ACTIVITY/BUSINESS PROPOSED TO BE CONDUCTED AT ANY LOCATION WITHIN THE CITY SHALL BE APPROVED BY
THE CITY'S ZONING ENFORCEMENT OFFICER PRIOR TO COMMENCING THE ACTIVITY/BUSINESS
PLANNING DEPARTMENT - CODE ENFORCEMENT DIVISION

(505) 924-3890

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 2/11/2025, by and between Josero Chavez ("Landlord") and Nagaly Carrillo Gabino Carrillo ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1075 Bosque Farms Blvd Bosque Farms NM. Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth. Tenant has walked the property before rental agreement is signed and now agrees that the property is rented "as is" condition.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 2/11/2025 and ending at the period in which the Tenant no longer wants to Lease the premises. In this case a 30-day written and verbal notice of Lease Termination is required from the Tenant to the Landlord.

Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of 2000⁰⁰ per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Direct Deposit or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. LATE FEES will apply is rent is late after three consecutive days. A charge of 50 dollars per day will be applied to the total (rent + number of days late).

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

The leased premises should be used by the Tenant for running a business. This business is Carrillo's Auto Sales, LLC.

In this case the Tenant acknowledges that the Landlord is not responsible for anything that happens with or within this business.

Tenants are responsible for acquiring any and all permits needed to run their business with the village of Bosque Farms in Bosque Farms NM.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$500,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of insurance Evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges on utilities even though they are under the Landlord's name. These utility charges include water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. If any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy, or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the building is reserved for tenants of the building who rent such parking spaces. Tenant hereby leases from Landlord any parking space in such structural parking area, such spaces to be on a first come-first served basis.

13. Building Rules.

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable

for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord because of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. If Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

Attornment

Tenant shall in the event of a sale or assignment of landlord's interest in the premises or the building in which the premises is located or this lease or landlord's tract or if the premises or such building comes into the hands of a mortgage, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgage or other person and recognize the same as landlord hereunder. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgage, ground lessor or other such person containing such provisions as such mortgage, ground lessor or other person requires.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied to

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

23. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

24. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

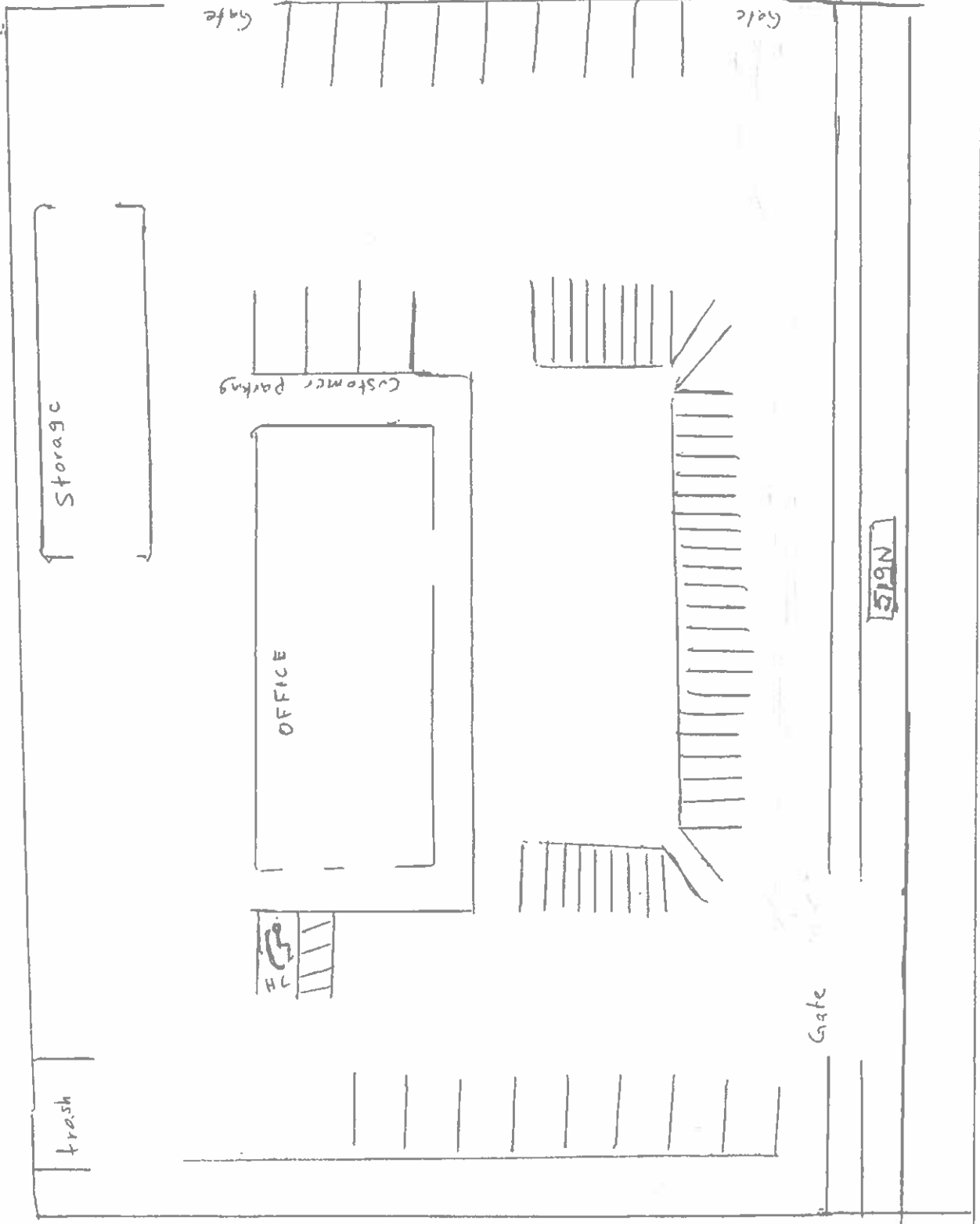
Landlord Signature: _____

Leandro Chávez 2/1/2025

Tenant Signature: _____



3



NW 47

NEW MEXICO

DRIVER'S LICENSE



License # 116995191 ISSUED 09/01/2017
Date of Birth 08/07/1971 EXPIRES 09/01/2025
CARRILLO
GABINO

2230 PAJARITO RD SW
ALBUQUERQUE, NM 87105

WEIGHT 162 SEX M CLASS D
HEIGHT 506 EYES BRO. EYES GLASSES NONE
RESTRICTIONS NONE