

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, DECEMBER 9TH, 2024 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- 11-4-24 Regular Meeting Minutes.pdf

COMMISSION TO REVIEW AND PROVIDE RECOMMENDATION TO COUNCIL REGARDING VARIANCE ON 2300 BRUNO LANE

2. Attachment B Bruno Lane Property Map & Structure Design.pdf

COMMISSION TO REVIEW AND TAKE ACTION ON RV CONDITONAL USE PERMIT FOR 1550 VELVET LANE

3. Attachment C-1550 Velvet Lane RV application.pdf

COMMISSION TO ENTER PUBLIC HEARING REGARDING FROST CANNABIS LLC LISENCE

4. Attachment D Frost Cannabis Application Packet.pdf

“PRESERVING RURAL AMERICA”

**COMMISSION TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON
RECOMMENDATION FOR VILLAGE COUNCIL REGARDING FROST CANNABIS
LLC LISENCE**

COMMISSION TO ENTER PUBLIC HEARING REGARDING BUDDING BAR LLC

5. Attachment E Budding Bar LLC Application Packet.pdf

**COMMISSION TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON
RECOMMENDATION FOR VILLAGE COUNCIL REGARDING BUDDING BAR LLC**

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY, JANUARY 6TH, 2025.

ADJOURNMENT

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, NOVEMBER 4, 2024 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 Schauss lead the Pledge of Allegiance

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

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

4. **Approval of Agenda**

Commissioner Baber advised the Commission that the name of the business requesting a permit was misspelled and should be corrected in the minutes.

A C T I O N	Motion	Approve the Agenda for November 4th, 2024, with correction to spelling of Wqckdkitty Ink	
	Made by:	Commissioner Garrison	Commissioner Eastman-Yes Commissioner Garrison -Yes Commissioner Baber- Yes Commissioner Schaus- Yes Commissioner Hale- Yes
	Second by:	Commissioner Baber	
	Motion carried?	PASSED	

5. **Public Comment**

None.

6. **Departmental Reports**

Clerk Administrator Limon shared the following updates:

- Black Sheep Tattoo Studio was approved by the Village Council.
- Supporting Evidence for the approval was identified back in 2001 Village Removed Alcohol as a regulated business.
- 2 Cannabis Shops have inquired of opening in the Village of Bosque Farms. The 1st shop has requested to open on 600 Bosque Farms Blvd and the other is 1495 Bosque Farms Blvd.

7. **Chairwoman & Commission Reports**

No reports from the Commission.

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

Attachment A – 10-04-24 Draft Minutes.pdf

Commissioner Baber advised the Commission that the name of the business requesting a permit was misspelled and should be corrected in the minutes.

A C T I O N	Motion	Approve of Minutes listed 10-04-24	
	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	

9. **Commission to Enter Public Hearing Regarding Wqckitty Ink.**

Attachment B- WqckdKitty Ink.pdf

Clerk Administrator Limon swore in applicant Katherine Jaramillo.

Katherine Jaramillo stated she is currently renting part of her building however would like to rent the full capacity of the unit so that she could host classes to make art based off her branding.

Commissioner Baber questioned if Katherine was licensed by the State to tattoo in the state of New Mexico.

Applicant Jaramillo stated she's had her license for a studio for several years however has now transferred her Artist license to perform tattooing in New Mexico from Tennessee

A C T I O N	Motion	Commission to Enter Public hearing and host discussion regarding Wqckitty Ink.	
	Made by:	Commissioner Garrison	Commissioner Eastman - Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes
	Second by:	Commissioner Schaus	
	Motion carried?	PASSED	

10. Commission to review and provide recommendation to Village Council regarding Black Sheep Tattoo studio.

Chairwoman Eastman stated she had no issue with the business.

Commissioner Baber stated he had no issue with the business.

Commissioner Schaus stated he had no issue with the business.

Commissioner Hale stated he had no issue with the business.

Commissioner Garrison stated he had no issue with the business.

A C T I O N	Motion	Recommendation of approval of Wqckitty Ink.	
	Made by:	Commissioner Baber	Commissioner Eastman – Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes
	Second by:	Commissioner Garrison	
	Motion carried?	PASSED	

11. Commission to Enter Public Hearing Regarding Variance Request for 1680 Carpenter Drive

Attachment C – Narrative Report summary for 1680 Carpenter Drive .pdf

Clerk Administrator Limon swore in both applicant Beau Gantt & neighbor Rex Foutz.

Applicant Beau Gantt spoke to the commission regarding his Variance, recapping the history of his attempt to seek permits from the previous zoning administrator to current day of working with Clerk Administrator Limon.

The applicant stated he spoke with the previous zoning administrator Mike Montoya on guidance of the structure and stated in conversation that the structure with its current measurements would be fine.

Applicant confirmed that the structure is 24x60 as questioned by Chairwoman Eastman.

Commissioner Hale questioned the applicant if the structure was primarily for horses, the applicant answered that yes to keep them out of weather conditions and he would like to build a second structure to store tools.

Chairwoman stated for the record that the property owner did receive permission from the property owner via email to request this variance, this information was provided in the Zoning packet.

Rex Foutz addressed Clerk Limon and stated he was unsure of the distance of the structure from the property line in it's current state.

Clerk Limon addressed Rex Foutz stating that he was provided a summary report as of October 31st. The measurements are listed in that report Mr. Foutz requested per IPRA.

Rex Foutz requested that his testimony be provided to him verbatim by the Clerk Administrator to which the Clerk responded that the Village of Bosque Farms does not provide or perform verbatim minutes.

Rex Foutz addressed his concerns with the Commission listing off concerns regarding flood plain, setbacks to village ordinances and safety and concern of his property value.

Rex Foutz stated to the commission that he has requested all information pertaining to the variance on 1680 Carpenter and believes the Clerk Administrator is withholding information.

Chairwoman Eastman stated that Clerk Administrator Limon has provided proof to the commission that all documentation that exists has been provided via email.

Rex Foutz requested that the Commission enforce Code Enforcement Otero, Clerk Administrator Limon and Mayor Gillespie do their respective jobs as they have failed the Village of Bosque Farms.

Chairwoman Eastman addressed Mr. Foutz's comments suggesting that he do not attack the character or reputation of the Village of Bosque Farms officials as the Clerk Administrator Michael Limon has provided proof of his investigation and the commission feels he has performed his due diligence given the situation of the previous administration.

Chairwoman Eastman questioned Clerk Limon if there are records within Village Hall if Mr. Foutz's first complaint back in January (2024) was filed, Clerk Limon stated he requested IT to backdate the previous Zoning admin email and was unable to locate a written complaint.

A C T I O N	Motion	Commission to Enter Public Hearing and host discussion regarding Variance 1680 Carpenter	
	Made by:	Commissioner Baber	Commissioner Eastman - Yes Commissioner Garrison -Yes Commissioner Baber - Yes Commissioner Schaus - Yes Commissioner Hale - Yes
	Second by:	Commissioner Hale	
	Motion carried?	PASSED	

12. **Commission to review and provide recommendation to Village Council regarding Variance Request for 1680 Carpenter Drive.**

Chairwoman Eastman stated she would recommend approval of Variance.

Commissioner Baber stated he would recommend denial of Variance.

Commissioner Schaus stated he would recommend denial of Variance.

Commissioner Hale stated he would recommend approval of Variance.

Commissioner Garrison stated he would recommend Denial of Variance.

A C T I O N	Motion	Recommendation of Denial to the Governing Body	
	Made by:	Commissioner Schaus	Commissioner Eastman – Allow Commissioner Garrison -Denial Commissioner Baber - Denial Commissioner Schaus - Denial Commissioner Hale – Allow
	Second by:	Commissioner Garrison	
	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, DECEMBER 2ND, 2024.

ADJOURNMENT

7:45 PM

2300 BRUNO LN



Show search results for 2300 B...



Parcel Information: 1011040418450000000

UPC	1011040418450000000
Account Number	R103542
Legal Description	Subd: JOHN N BRUNACINI ESTATES Lot: 8.75 AC
Status (Physical Address)	2300 BRUNO LN
Owner	CAMPHOUSE RUSSELL CHRIS
Owner Number	43794
Owner Address	2300 BRUNO LN BOSQUE FARMS, NM 87068
In Care Of	
Business Name	
Zoom to	

40ft

Map scale: 1 inch = 100 feet

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 08/30/2026

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A: PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: _____	Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>2300 Bruno Lane</u>	Company NAIC Number: _____
City: <u>Bosque Farms</u> State: <u>NM</u> ZIP Code: <u>87068</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>Lot 8 John N. Brunacini Estates</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Residential</u>	
A5. Latitude/Longitude: Lat. <u>34.839448</u> Long. <u>106.696594</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84	
A6. Attach at least two and when possible four clear photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1-B</u>	
A8. For a building with a crawspace or enclosure(s):	
a) Square footage of crawspace or enclosure(s): <u>N/A</u> sq. ft.	
b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
c) Enter number of permanent flood openings in the crawspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u>	
d) Total net open area of non-engineered flood openings in A8.c: <u>N/A</u> sq. in.	
e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>N/A</u> sq. ft.	
f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.	
A9. For a building with an attached garage:	
a) Square footage of attached garage: <u>600±</u> sq. ft.	
b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u>	
d) Total net open area of non-engineered flood openings in A9.c: <u>N/A</u> sq. in.	
e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>N/A</u> sq. ft.	
f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.	
SECTION B: FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>Bosque Farms</u> B1.b. NFIP Community Identification Number: <u>350142</u>	
B2. County Name: <u>Valencia</u> B3. State: <u>NM</u> B4. Map/Panel No.: <u>0230</u> B5. Suffix: <u>F</u>	
B6. FIRM Index Date: <u>8-19-2010</u> B7. FIRM Panel Effective/Revised Date: <u>8-19-2010</u>	
B8. Flood Zone(s): <u>AE</u> B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>4862.3</u>	
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other: _____	
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <u>N/A</u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LIMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 2300 Bruan Lane
City: Basque Farms State: NM ZIP Code: 87068
FOR INSURANCE COMPANY USE
Policy Number:
Company NAIC Number:

SECTION C: BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: [] Construction Drawings* [] Building Under Construction* [X] Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, AO, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, A99. Complete items C2.a-h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: NM 47-61 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.
[] NGVD 1929 [X] NAVD 1988 [] Other:

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used? [] Yes [X] No
If Yes, describe the source of the conversion factor in the Section D Comments area.
a) Top of bottom floor (including basement, crawspace, or enclosure floor): 4863.3 [X] feet [] meters
b) Top of the next higher floor (see instructions): N/A [] feet [] meters
c) Bottom of the lowest horizontal structural member (see instructions): N/A [] feet [] meters
d) Attached garage (top of slab): 4863.3 [X] feet [] meters
e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area): 4863.3 [X] feet [] meters
f) Lowest Adjacent Grade (LAG) next to building: [] Natural [X] Finished 4862.4 [X] feet [] meters
g) Highest Adjacent Grade (HAG) next to building: [] Natural [X] Finished 4863.1 [X] feet [] meters
h) Finished LAG at lowest elevation of attached deck or stairs, including structural support: N/A [] feet [] meters

SECTION D: SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? [X] Yes [] No
[] Check here if attachments and describe in the Comments area.

Certifier's Name: Anthony Harris License Number: NMPS 11463
Title: President
Company Name: Harris Surveying Inc.
Address: 1308 Cielo Vista Del Sur
City: Corrales State: NM ZIP Code: 87048

Signature: Anthony L. Harris Date: 6-18-24
Telephone: 505 889-8056 Ext.: Email: harrisurveying5@gmail.com



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2, type of equipment and location per C2.e, and description of any attachments):
Elevations are based on NM state Highway Benchmark NM-47-61
The appliances are at the finish floor elevation or higher.

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>2300 Bruno Lane</u>	FOR INSURANCE COMPANY USE
City: <u>Bosque Farms</u> State: <u>NM</u> ZIP Code: <u>87068</u>	Policy Number: _____ Company NAIC Number: _____

SECTION E - BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE A/IAO, AND ZONE A (WITHOUT BFE)

For Zones AO, A/IAO, and A (without BFE), complete Items E1-E5. For Items E1-E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: 1.2 feet meters above or below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: 1.9 feet meters above or below the LAG.

E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1-2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: N/A feet meters above or below the HAG.

E3. Attached garage (top of slab) is: 1.2 feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: 1.2 feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: Harris Surveying Inc.

Address: 1308 Cielo Vista Del Sur

City: Corrales State: NM ZIP Code: 87048

Signature: Anthony L. ? Date: 6-19-24

Telephone: 505-889-8056 Ext.: _____ Email: harris surveying 51@gmail.com

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: _____ City: _____ State: _____ ZIP Code: _____	FOR INSURANCE COMPANY USE Policy Number: _____ Company NAIC Number: _____
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SECTION G - COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when Item E5 is completed for a building located in Zone AO.
- G2.b. A local official completed Section H for insurance purposes.
- G3. In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. The following information (Items G5-G11) is provided for community floodplain management purposes.
- G5. Permit Number: _____ G6. Date Permit Issued: _____
- G7. Date Certificate of Compliance/Occupancy issued: _____
- G8. This permit has been issued for: New Construction Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ feet meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ feet meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ feet meters Datum: _____
- G11. Variance Issued? Yes No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>2300 Bruno Lane</u>	FOR INSURANCE COMPANY USE
City: <u>Bosque Farms</u> State: <u>NM</u> ZIP Code: <u>87068</u>	Policy Number: _____
	Company NAJC Number: _____

SECTION H - BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5-9. Top of bottom 1.9 feet meters above the LAG floor (include above-grade floors only for buildings with subgrade crawlspaces or enclosure floors) is:

b) For Building Diagrams 2A, 2B, 4, and 6-9. Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ feet meters above the LAG

H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 Instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H Instructions) for the appropriate Building Diagram?

Yes No

SECTION I - PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. The statements in Sections A, B, and H are correct to the best of my knowledge. Note: If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: Harris Surveying Inc.

Address: 1308 Cielo Vista Del Sur

City: Cococales State: NM ZIP Code: 87048

Signature: [Signature] Date: 6-18-21

Telephone: 505-889-8056 Ext.: _____ Email: harrisurveying51@gmail.com

Comments:

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19
BUILDING PHOTOGRAPHS
 See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>2300 Bruno Lane</u>	FOR INSURANCE COMPANY USE
City: <u>Bosque Farms</u> State: <u>NM</u> ZIP Code: <u>87068</u>	Policy Number: _____
	Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," "Left Side View," "Close-up photo of _____" and "Close-up photo of _____".

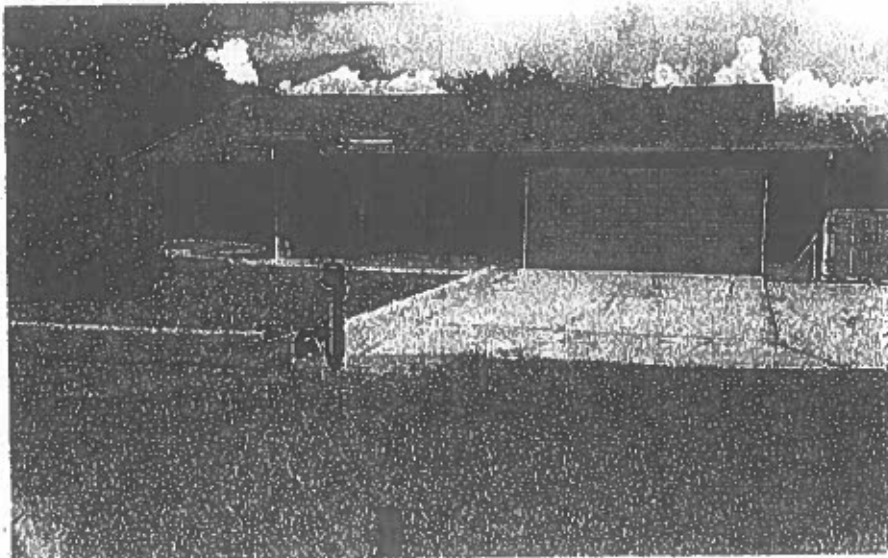


Photo One Ca

Photo One

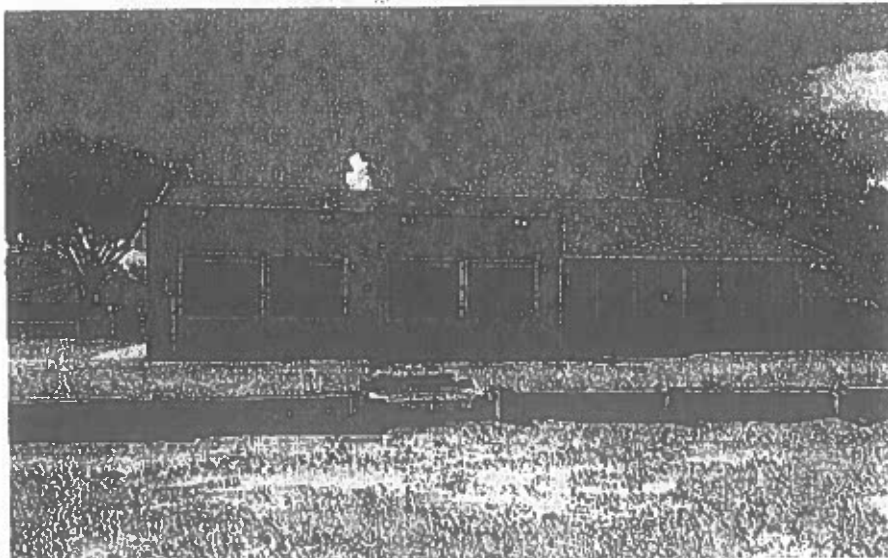


Photo Two Ca

Photo Two

12/5/24, 8:48 AM

Mail - Michael Limón - Outlook



Outlook

Building design

From KRIS HANEY <krisleehaney@aol.com>

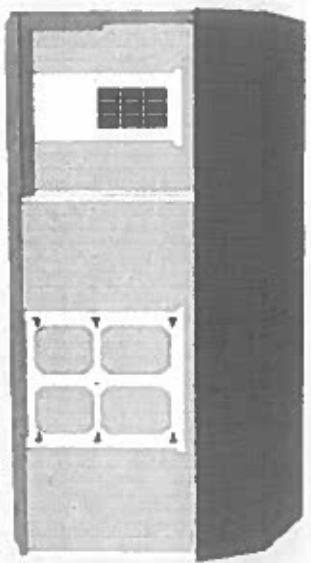
Date Wed 10/30/2024 5:08 PM

To Michael Limón <clerkadmin@bosquefamsmm.gov>

Here is the design for the shop that I am looking for 2300 Bruno In

Dealer: Precision Window Tinting
Dealer Phone: 559-326-7195
Reference #: DIOASZ23PX

Select To Edit >



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  ROTATE
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VILLAGE OF BOSQUE FARMS
1455 WEST BOSQUE LOOP
BOSQUE FARMS, NM 87068
Phone: (505) 869-2358
Fax: (505) 869-3342

RV CONDITIONAL USE PERMIT

Name of applicant: Bryan Schall Date: 12/2/24

Address: 1550 Velvet Lane Phone Number: (505) 977-0355

Owner of recreational vehicle: Joseph & Janet Bish

Reason for parking recreational vehicle on property:
my in-laws are purchasing a home in Peralta and are from out of town. Staying with us temporarily until closing on their new home

Definition of recreational vehicle: A structure which is designed or used as temporary living quarters for recreation, camping, or travel, and which may be a self-propelled motor vehicle or designed to be towed or mounted on a motor vehicle.

Conditions of permit:

- Registered owner of RV must be the owner of the property or using the property for their primary residence.
- No RVs are allowed to be used as permanent residence while parked or stored on property.
- You are not allowed to connect your RV with home facilities such as gas, sewer or water at any time. However, you may make temporary electricity connection for the purpose of recharging batteries.
- This permit may be revoked if any false statements are made herein.
- Permit is expired after 30 days for visitation purposes.
- Permit is expired after 120 days for construction purposes.

The Village of Bosque Farms supporting ordinance codes:

10-1-5 (L)

Recreational vehicle storage. On any lot in residential use, the storage of, such as, but not limited to, a boat, pick-up camper shell, travel trailer, or other recreational vehicle is allowed, provided:

(1)

It is not used as additional living quarters for more than 60 days per year for an occasional guest. The property owner will notify the Planning and Zoning Administrator/Officer when guests will be staying more than 14 consecutive days

(2)

It does not have a permanent connection to utilities.

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

Phone: (505) 869-2358
Fax: (505) 869-3342
Email: Clerkadmin@bosquefarmsnm.gov



Chris Gillespie, Mayor

Council:
Ronita Wood
Michael Cheromiah
Erica DeSmet
Tim Baughman

Dear Mr. & Mrs. Schall,

The Village of Bosque Farms code enforcement department has identified a recreational vehicle on your property that is being utilized to house an individual, this is against Village ordinances and requires permits from the Clerk Administrator and approval from the Planning & Zoning Commission to allow temporary stay for farm hand assistance or elderly assistance. Please be advised that Code enforcement has also identified that the recreational vehicle is also connected to a nearby grinder pump. This kind of installation requires approval from the Clerk Administrator as well as the Planning & Zoning Commission. To rectify this issue and avoid fines and additional penalties please contact Mellisa George our Water Utility Director to schedule an inspection from our Water department to view the tampered grinder pump and to schedule a meeting with the Clerk's office to begin to review misuse of recreational vehicle.

Sincerely

A handwritten signature in cursive script, appearing to read "Michael Angelo Limon".

Michael Angelo Limon
Clerk Administrator

“PRESERVING RURAL AMERICA”

P.O. Box 660
Peralta, NM 87042
Office: 505-869-2358
Fermin Otero: 505-252-7222



Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS
1455 West Bosque Loop Bosque Farms, NM 87068

Notice of Violation of Village of Bosque Farms Municipal Code

November 14, 2024 CASE # 4206

BRYAN SCHALL
1550 VELVET LANE
BOSQUE FARMS NM 87068

RE: 1550 VELVET LANE

Dear BRYAN SCHALL,

The above stated property is not in compliance with the Village ordinance 10-1-5 L which states: Recreational vehicle storage. On any lot in residential use, the storage of, such as, but not limited to, a boat, pick-up camper shell, travel trailer, or other recreational vehicle is allowed, Provided:

- (1) It is not used as additional living quarter's for more than 60 days per year for an occasional guest. The property owner will notify the Planning and Zoning Administrator/Officer when guests will be staying more than 14 consecutive days;
- (2) It does not have permanent connection to utilities. and
- (3) It is not parked within 10 feet of any roadway, right-of-way or multi-use path; and
- (4) Such recreational vehicle shall be stored on private property.

Please take care of the violation within **15 days** of the date of this letter to avoid any further action.

If you should have any further questions for me, you may contact me at (505) 869-2358 or (505) 252-7222 Monday through Friday from 8:00AM to 4:30pm. For more information on our weeds ordinance please visit our website at www.bosquefarmsnm.gov go to the "General" tab and then to "Codes and Ordinances" where it will be listed under 10-1-5 (L).

Thank you for helping keep Bosque Farms beautiful.

Sincerely,

Fermin Otero
Code Enforcement Officer



Limited Liability Company
ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

Frost Station Cannabis, LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:

(1) The name of the initial registered agent at the address is:

First Name	Last Name
Matthew	Lynn

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	1613 W. Delgado St., Unit B	Belen	NM	87002	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
1495 Bosque Farms Blvd.	Bosque Farms	NM	87068	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
1495 Bosque Farms Blvd.	Bosque Farms	NM	87068	USA

Email Address: NONE

Phone: NONE

ARTICLE FOUR: (Check only if applicable):

YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address
------	------------------	-----------------

ARTICLE FIVE: (Check only if applicable):

YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Name	Physical Address	Mailing Address
------	------------------	-----------------

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

05/06/2024

Purpose: The purposes of the Company are those set forth in the Company's Operating Agreement and all other lawful purposes.

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

First Name	Last Name
Ricardo	Gonzales



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Organization

OF

Frost Station Cannabis, LLC

7668635

New Mexico

The Office of the Secretary of State certifies that the Articles of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Organization and attaches hereto a duplicate of the Articles of Organization.

Dated: **May 6, 2024**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Date of this notice: 05-14-2024

Employer Identification Number:
99-3011302

Form: SS-4

Number of this notice: CP 575 A

FROST STATION CANNABIS LLC
MATTHEW LYNN MBR
1495 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3011302. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2024
Form 940	01/31/2025
Form 1065	03/15/2025
Form 720	07/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is FROS. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A

05-14-2024 FROS B 9999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-14-2024
EMPLOYER IDENTIFICATION NUMBER: 99-3011302
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

FROST STATION CANNABIS LLC
MATTHEW LYNN MBR
1495 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068

Tenant. Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a N/A basis.

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid seven (7) days after it is due, a late charge equal to 10% of the monthly rent ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$0.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be N/A times the Base Rent applicable immediately prior to the expiration of the Term.

6. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of cannabis dispensary and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised

INITIAL N/A DATE 10/1/24
Commercial Lease Agreement (Rev. 1843D17)

Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. No smoking in the Demised Premises or within one thousand (1000) feet or any doorway.

IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

VI. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

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Commercial Lease Agreement (Rev. 1343D17)

XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

XIII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

XVI. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

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5 / 14

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a thirty (30) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts
- Parking lot
- Driveway
- Sidewalks

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written

INITIAL ML DATE 10/1/24
Commercial Lease Agreement (Rev. 1343D17)

notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems
- The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises

C) Remodeling. Tenant shall not do the following:

- Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord.
- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within NA days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

INITIAL ML DATE 10/1/24
Commercial Lease Agreement (Rev. 1343D17)

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to have a minimum aggregate policy in the amount of no less than N/A and a deductible no greater than N/A. *company has insurance ML*

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than thirty (30) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord. Landlord reserves the right to reject any Exterior Sign design it feels is inappropriate for any reason in its sole discretion.

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Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

In turn, Landlord will be responsible for making payments for the following utilities

- Water
- Sewage Disposal
- Trash Service

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

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D) Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed \$1,200.00 of the then replacement value thereof, then the parties may, at their option, within thirty (30) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than \$1,200.00 of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within 30 days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this

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Agreement the Demised Premises, or any part thereof, or more than N/A of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemner and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within N/A days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect

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to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than thirty (30) days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property

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NEW MEXICO



DRIVER'S LICENSE



License # **500937823** ISSUED **09/23/2024**
Date of Birth **09/19/1986** EXPIRES **09/22/2032**
LYNN
MATTHEW THOMAS

1613 W DELGADO AVE
BELEN, NM 87002

WEIGHT **225** SEX **M**
HEIGHT **6'02"** EYES **GRN**

CLASS **D**
ENDORSEMENTS **NONE**
RESTRICTIONS **NONE**



FROST STATION CANNABIS LLC
1495 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068-8954

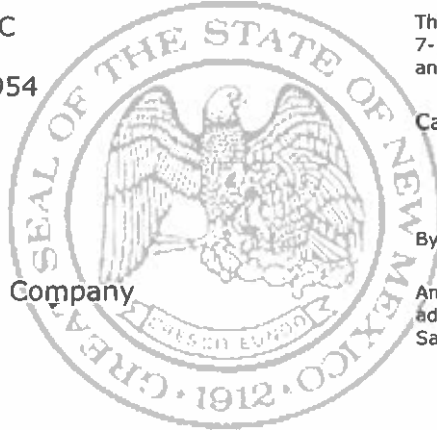
September 25, 2024
FEIN: **-***1302

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

FROST STATION CANNABIS LLC
1495 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068-8954

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes.

Cabinet Secretary



By 

Entity Type: Ltd. Liability Company
Commence Date: 23-Jul-2024

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

THIS CERTIFICATE IS NOT TRANSFERABLE
STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

- Cannabis Excise Tax
- Gross Receipts
- Wage Withholding
- Workers' Compensation Fee

FROST STATION CANNABIS LLC
1495 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068-8954

September 25, 2024
FEIN: **-***1302
Letter ID: L1833138544

THIS CERTIFICATE IS NOT TRANSFERABLE
STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE



Legal Name: FROST STATION CANNABIS LLC
Entity Type: Ltd. Liability Company

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

Business Tax ID	Doing Business As Name			
03-662465-00-9				
Program Name	Tax ID	Start Date	End Date	Filing Status
Cannabis Excise Tax	04203961110-CAN	06-Dec-2023		Monthly
Workers' Compensation Fee	04203961100-WKC	06-May-2024		Quarterly
Gross Receipts	03662465009-GRT	06-May-2024		Semiannual
Wage Withholding	03662465009-WWT	06-May-2024		Semiannual
Business Tax ID	Location Addresses Under GRT Account			
03662465009-GRT	1495 BOSQUE FARMS BLVD BOSQUE FARMS NM 87068-8954			
03662465009-GRT	700 AVENIDA DOLORES HUERTA SW ALBUQUERQUE NM 87105-3910			

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State of New Mexico



**Regulation & Licensing Department
Cannabis Control Division**

HEREBY CERTIFIES THAT

Budding Bar & Dispensary LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS
PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE
OF NEW MEXICO AS A

Cannabis Retailer

**804 S. Main
Belen, NM, 87002**

License No. RTL-2022-0020

Issued 07/11/2022

Expires 07/11/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW