

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: OCTOBER 30, 2017



☐ RESOLUTION ☐ ORDINANCE ☐ PROCLAMATION ☐ INFORMATION ☒ OTHER ACTION

SUBJECT: Zone Change in the ETZ for Gerald Doldersum

DEPARTMENT: Community Services

SUBMITTED BY: Crystal R Ball, CFM

DATE SUBMITTED: 10-24-2017

COMPREHENSIVE PLAN IMPLEMENTATION:

IV. Land Use

STAFF SUMMARY:

Zone change has been submitted to the Lovington Extraterritorial Zoning Board for the property located in Section 7, Township 17 South, Range 37 East, N.M.P.M., Lea County, NM. Addressed as 4712 E Stiles Rd, Lovington NM. The property owner has requested a zone change from R-1 Single Family Residential Zone to R-5 Rural Suburban Zone.

Zone change is requested to help facilitate the property sale for a livestock feed yard. The property was an old Dairy and the dairy permit associated with this property is in the process of being removed. This property was added to the ETZ through the annexation of the City of Lovington, by Ordinance 513 on May 28, 2013.

FISCAL IMPACT:

REVIEWED BY: _____

Finance Director

ATTACHMENTS:

Letter of request, warranty deed, map

RECOMMENDATION:

Consider a motion to approve Zone change in the ETZ for property owner from R-1 Single Family Residential Zone to a R-5 Rural Suburban Zone.

Approved 10-30-17

Department Head

City Manager

47627

WARRANTY DEED

STATE OF NEW MEXICO

COUNTY OF LEA

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, CHARLES E. WORDEN and VANESSA M. WORDEN, husband and wife (herein after called "Grantor"), for and in consideration paid, grant to DOLDERSUM LOVINGTON, L.L.C., has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL and CONVEY unto DOLDERSUM LOVINGTON, L.L.C. (herein referred to as "Grantee"), all of Grantor's right, title and interest, in and to the real property, described as follows:

A tract of land located in Section 7, Township 17 South, Range 37 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at the Northwest corner of said Section 7; thence S 89°41' E 2556.6 feet along the North line of said Section 7 to the Northeast corner of the Northwest Quarter of said Section 7; thence S 89°41' E 85.0 feet along the North line of said Section 7; thence S 0° 31' 15" W 2663.83 feet; thence S 89°59' W 744.36 feet; thence N 59°28' 40" W 2174.83 feet to the West line of said Section 7; thence North 1574.0 feet along the West line of said Section 7 to the point of beginning. Said Tract subject to a 30 feet road easement along the North side.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 31 day of October, 2007 but to be effective upon the date this instrument is filed for record in the real property records of Lea County, New Mexico.

GRANTOR:

Charles E. Worden
Charles E. Worden

Vanessa M. Worden
Vanessa M. Worden

STATE OF Texas
COUNTY OF Potter

BEFORE ME, the undersigned Notary Public, on this day personally appeared Charles E. Worden, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed in the capacity set forth and for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of November, 2007.



Cindy L. Davis
NOTARY PUBLIC,
STATE OF Texas

STATE OF New York
COUNTY OF Orleans

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vanessa M. Worden, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed in the capacity set forth and for the purpose and consideration therein expressed.

Given under my hand and seal of office this 31 ^{October} day of ~~November~~, 2007.

LINDA M. KELSEY
Notary Public, State of New York
Onondaga County, # 01KE4711084
My Commission Expires 6/30/2010

NOTARY PUBLIC,
STATE OF New York



After recording, return to:
Underwood Law Firm
Attn: Cindy Davis, RP
P.O. Box 9158
Amarillo, Texas 79105

47627

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

NOV 13 2007
at 11:03 o'clock A M
and recorded in Book _____
Page _____
Melinda Hughes, Dea County Clerk
By B.S. Deputy

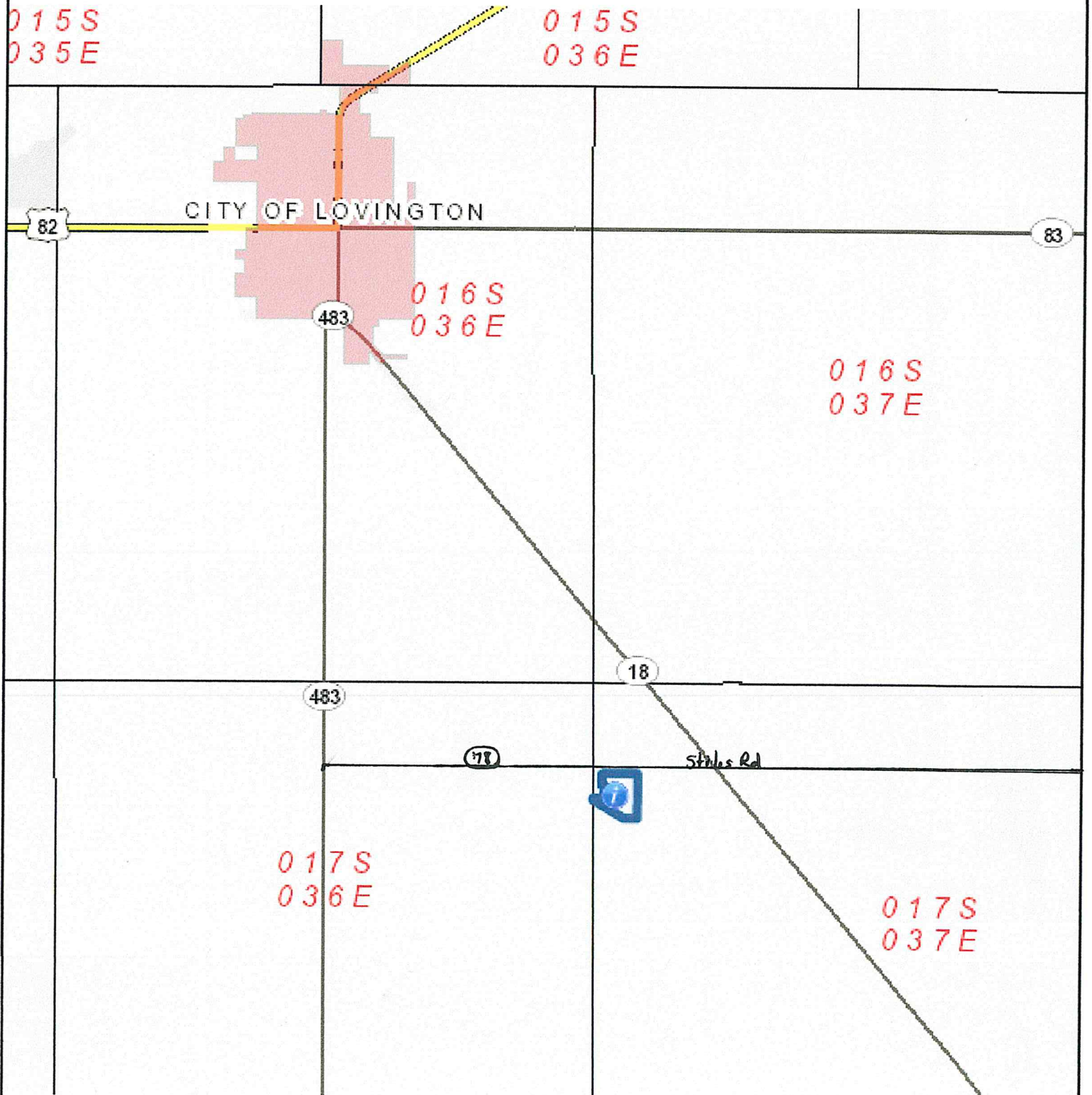


Lea County New Mexico

Printed Tue Oct 24 2017

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Powered by EMapsPlus.com



Gerard Doldersum
gerarddoldersum@hotmail.com

August 24, 2017

City Of Lovington
Extra Territorial Zoning Board
Lovington, NM 88260

To Whom It May Concern:

I hereby request a change in zoning for my property located on West Stiles Road. I have attached a map, deed, and legal description for your information.

I would like to change the Zoning from R1 – Single Family to R5 – Rural Suburban.

The property in question was previously an operating dairy. I am in the process of removing the dairy permit associated with this property. I have a potential buyer who would like to put in a livestock feed yard.


8/28/2017 2:35:25 AM MDT
Gerard Doldersum

08/28/2017

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Industrial Park
- Land Farm
- Lea County Detention Facility
- Lovington District
- Untitled Path
- Western Inn

Google Earth

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2 mi

Lea County New Mexico

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7
37.39 Ac

Stiles

115.349 Ac





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Certificate ID: 1D4E143E-713D-496B-B8AA-DBC0A9F12B70

Date: 8/24/2017 11:20:57 AM

Signing Information:

Signing Name: gerardletter

ID: 1D4E143E-713D-496B-B8AA-DBC0A9F12B70

Status: Document has been signed by all parties.

Start Date: 8/24/2017 11:20:57 AM

End Date: 8/28/2017 2:35:29 AM

Signers: 1

Reviewers: 0

CC: 0

Creator: Kallie Windsor

Email: kalsuzan@gmail.com

IP Address: 68.233.155.134

Address: 205 East Washington

Document Information:

Document Name: Final Document

Source: Uploaded

Document ID: 45073F96-6833-44C0-B009-45972F93FDF3

Pages: 1

Signature blocks: 1

Initial blocks: 0

Participant Activity:

Signature / Initials:

Name: Gerard Doldersum

Email: gerarddoldersum@hotmail.com

Type: Remote Signer

EULA/TOS/ABP/CCD: Accepted: 8/28/2017 2:34:53 AM [IP:62.44.134.75]

Document: Signed and Accepted – date/time: 8/28/2017 2:35:29 AM [IP:62.44.134.75]



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Consumer Consent Disclosure

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- a computer or tablet device with internet access
- a working individual email address
- a supported operating systems and browsers from list table below

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Windows Vista	8.0, 9.0	5.0 or higher	23 or higher	N/A	22.0 or higher
Windows 7/8	8.0, 9.0, 10	N/A	23 or higher	N/A	22.0 or higher
Mac OS X 10.5 (Leopard™)	N/A	5.0 or higher	23 or higher	N/A	N/A
Mac OS X 10.6 (Snow Leopard™)	N/A	5.0 or higher	23 or higher	N/A	N/A
Apple – iOS 5.0 or higher	N/A	N/A	N/A	5.0 or higher	28.0.1500.12 or higher

JavaScript and Cookies must be enabled in the browser.

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Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the Sender by sending an email to Sender's email address located at the bottom of the Invitation requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

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Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email.



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Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
along with the requested change(s) to your contact information