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TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2023- 36

**RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT
NUMBERED F-FORTY-SEVEN (F47) OF ECHO RIDGE SUBDIVISION BETTER
KNOWN AS 20 N DAKOTA ST TO BE A MENACE TO PUBLIC COMFORT,
HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL**

WHEREAS, lot numbered F-forty-seven (F-47) better known as 20 N Dakota St belonging to Joseph Begley; and

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated mobile home has been abandoned, destroyed by fire; and

WHEREAS, ruins, rubbish, wreckage, debris, and other types of solid waste (hereinafter collectively referred to as "Debris") are strewn across the property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 3 through 5; and

WHEREAS, the Debris threatens the public comfort, health, peace, or safety in Torrance County by creating a breeding ground for diseases, vectors, and vermin, posing a fire danger, posing a danger to human health, and depressing property values; and

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds; and

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require the removal of such unhealthful Debris; and

WHEREAS, the mentioned property is located in the unincorporated area of Torrance County.

NOW, THEREFORE BE IT RESOLVED, that the Torrance County Commission hereby:

1. **FINDS** LOT NUMBERED F-FORTY-SEVEN (F-47) OF ECHO RIDGE SUBDIVISION BETTER KNOWN 20 N DAKOTA ST has upon it rubbish, wreckage, or debris which is a menace to the public comfort, health, peace, or safety; and
2. **ORDERS** JOSEPH BEGLEY (see Exhibits 1, 2 and 3) or other owner, occupant, or agent in charge of Lot numbered F-FORTY-SEVEN (F-47) OF ECHO RIDGE SUBDIVISION BETTER KNOWN 20 N DAKOTA ST (see Exhibit 3) to remove Debris from said property; and
3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against each of the above described properties for the cost of removing the Debris, if the owner, occupant, or agent in charge of a respective property fails to commence removal of the Debris on their property or fails to file a written objection to

1 this Resolution within ten (10) days of the receipt or posting of this Resolution as
2 specified in NMSA 1978, § 3-18-5.

3
4 **DONE THIS 11th DAY OF OCTOBER, 2023.**

5
6
7 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

8
9 
10 Michael I. Garcia, County Attorney


Ryan Schwebach, Chair, District 2

11 Date: 11 October 23


Kevin McCall, Vice Chair, District 1


Samuel D. Schropp, Member, District 3

12
13
14
15
16 **ATTEST:**

17 
18 Linda Jaramillo, County Clerk

19 Date: 10/11/23



Property Profile Torrance County

Account: R008302 Tax Year: 2023 Account Type: Residential
 Mill Levy: 23.930000 Version: 03/14/2023 Area ID: 8OUTEDGR
 Estimated Tax: \$69.42 Parcel: 1-049-050-312-157- Map Number:
 *This mill levy is from the most recent tax roll Status: Active

Name and Address Information

VILLIARD MATTLAND BEGLEY JOSEPH
 PO BOX 725
 MORIARTY, NM 87035-0725

Property Location

20 N DAKOTA ST



Legal Description

Subd: ECHO RIDGE Lot: F47 M006079901

X1

Assessment Information

2023	Actual	Assessed	Sq Ft	Acres	Taxable
Land	8,356	2,785	21780.000	0.500	
Improvements					
Exempt		0			
Total	8,356	2,785		0.500	2,785
2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	7,877	2,626	21780.000	0.500	
Improvements					
Exempt					
Total	7,877	2,626			2,626

User Remarks



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REAL ESTATE CONTRACT - 2013**

PAYABLE AS FOLLOWS:

Monthly payments of \$257.81 until contract paid in full. Buyer to pay additional amount monthly to fund an escrow account to pay hazard insurance and property tax. First payment due March 15, 2013.

"A Certified copy:
pg 2 of 8
Torrance County, NM
by me"

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If not sooner paid pursuant to the terms of this Contract, the entire Balance Due Seller shall be due and payable 30 years from the date of the first payment.

B. INTEREST ON BALANCE DUE SELLER. Except as specifically stated to the contrary in Paragraph 2A, the Balance Due Seller will bear interest at the rate of 6.000 % per year (the "Interest Rate") from the Effective Date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

C. LATE CHARGES AND COLLECTION COSTS. Buyer will pay all late charges and all collection costs incurred on all Prior Obligations paid directly by Buyer or through Escrow Agent. A late charge of \$25.00 will be due and payable by Buyer on any payment that is over 10 days overdue. Late charges will be paid to Seller as additional interest.

D. APPLICATION OF PAYMENTS ON BALANCE DUE SELLER.

(1) Initial only one of the following two paragraphs.

 PERIODIC INTEREST. Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest and then to the Balance Due Seller.

 DAILY INTEREST. Payments will be applied as of the date of receipt by Escrow Agent, first to accrued interest then to the Balance Due Seller.

(2) All payments will be assumed to be regular payments, and not prepayments, unless otherwise specified by Buyer in writing at the time of delivering the payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller. Any prepayment will be credited first to accrued interest, then to the Balance Due Seller, and then to Prior Obligations assumed by Buyer. Notwithstanding any prepayments, Buyer will make the next regularly scheduled payments.

3. PRIOR OBLIGATIONS.

A. Each of the following Prior Obligations is currently outstanding on the Property:

	Type of Lien or Obligation	Holder	Loan Number	Recording Data
1	<u>n/a</u>			
2				
3				

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B. IF ANY PRIOR OBLIGATIONS ARE CURRENTLY OUTSTANDING ON THE PROPERTY, INITIAL ANY OF THE FOLLOWING PARAGRAPHS WHICH APPLY. ONLY THE INITIALED PARAGRAPHS WILL APPLY. Seller and Buyer appoint Escrow Agent as their Attorney-in-Fact for the limited purpose of obtaining account information as needed from the holders of the Prior Obligations.

(1) ASSUMED PRIOR OBLIGATIONS.

 (a) PAID THROUGH ESCROW. Buyer assumes and agrees to pay and perform the Prior Obligations in accordance with their terms. Buyer will make the required payments on the Prior Obligations, together with the required payments on this Contract, to Escrow Agent, which will remit the payments to the proper payee. Buyer will advise Escrow Agent of any change in the amount of the payment due on any Prior Obligations. When the Balance Due Seller is fully paid, this Escrow will terminate and Buyer will make the required payments on the Prior Obligations directly to the proper payee. This Paragraph applies to the following Prior Obligations:

 (b) PAID DIRECTLY BY BUYER. Buyer assumes and agrees to pay and perform the Prior Obligations in accordance with their terms. Buyer will make the required payments on the Prior Obligations directly to the proper payee. If Buyer fails to pay the required payments before they become delinquent, Seller may pay the payment. Payment by Seller will not be deemed a waiver of Buyer's default, and the amount paid by Seller will be immediately due and payable to Seller and will bear interest from date of payment by Seller until paid at the highest Interest Rate provided in Paragraph 2B. This Paragraph applies to the following Prior Obligations:

(2) WRAPPED PRIOR OBLIGATIONS.

 (a) PAID THROUGH ESCROW. Buyer does not assume and does not agree to pay the Prior Obligations. All required payments due on the Prior Obligations will be remitted by Escrow Agent to the proper payee out of the payments on the Balance Due Seller. If Buyer fails to pay the required payments before they become delinquent, Seller may pay the payment. Payment by Seller will not be deemed a waiver of Buyer's default, and the amount paid by Seller will be immediately due and payable to Seller and will bear interest from the date of payment by Seller until paid at the highest Interest Rate provided in Paragraph 2B. Upon payment of the Balance Due Seller, Seller will obtain a release of the Property from the lien of the wrapped Prior Obligations. This Paragraph applies to the following Prior Obligations:

 (b) PAID DIRECTLY BY SELLER. Buyer does not assume and does not agree to pay the Prior Obligations. Seller will be responsible for all payments required under the Prior Obligations and will keep the Prior Obligations in good standing. Upon payment of the Balance Due Seller, Seller will obtain a release of the Property from the lien of the wrapped Prior Obligations. This Paragraph applies to the following Prior Obligations:

4. BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAVING LIENS; AND SELLER'S RIGHTS.

A. MAINTENANCE. Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Buyer will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

B. INSURANCE. Buyer will keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage and public liability insurance, with an insurance company satisfactory to Seller in the amount of:

- (1) not less than the greater of the replacement cost of the improvements or the Balance Due Seller, for the benefit of Buyer and Seller as their interests may appear, as to fire and extended coverage; and
- (2) not less than \$ contract balance as to liability with Seller as additional named insured, and Buyer will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be canceled or diminished without a minimum of 15 days prior written notice to Seller.

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C. TAXES. The property taxes for the current year have been divided and prorated between Seller and Buyer as of the Effective Date and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. Buyer will have the Property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.

D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES. Subject to proration, Buyer assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.


E. SELLER'S RIGHTS. If Buyer fails to pay any amounts required to be paid by Paragraphs 4 B, C, and D before the amounts become delinquent, Seller may pay the amounts (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of the Buyer's default for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest Interest Rate provided in Paragraph 2B.

5. BUYER'S RIGHT TO POSSESSION. Buyer will be entitled to take and retain possession of the Property unless and until Buyer's rights in the Property are terminated by Seller as provided in Paragraph 8.

6. BUYER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER. A sale, assignment, conveyance or encumbrance of all or any portion of Buyer's interest in this Contract or the Property to any person or entity (an "Assignee") constitutes a Transfer under this Contract.

A. SALE WITHOUT CONSENT OF SELLER. A Transfer to an Assignee will not require the consent of Seller. Buyer will not, however, be released from Buyer's obligations under this Contract by any Transfer under this Paragraph. Buyer will deliver a copy of the written evidence of the Transfer (the "Transfer Document") to Escrow Agent.

B. NO SALE WITHOUT CONSENT OF SELLER. CAUTION: THE FOLLOWING PARAGRAPH SEVERELY RESTRICTS THE RIGHT OF BUYER TO TRANSFER THIS CONTRACT AND THE PROPERTY. To invoke this Paragraph, initial where indicated. If this Paragraph is initialed, paragraph 6A does not apply.

 A Transfer without payment of the Balance Due Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A Transfer without payment of the Balance Due Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to Paragraph 8 and to demand payment of the Balance Due Seller.

Caution: If the Property is subject to any prior mortgages, deeds of trust or real estate contracts, their provisions should be examined carefully for any conflict with Paragraph 6.

7. TITLE INSURANCE OR ABSTRACT. Seller is delivering a Contract Purchaser's Title Insurance Policy to Buyer or Abstract of Title to Escrow Agent at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide other evidence of title.

8. SELLER'S RIGHTS IF BUYER DEFAULTS.

A. DEFAULT NOTICE. Time is of the essence in this Contract. If Buyer fails to pay or perform any obligation of Buyer under this Contract, the failure will constitute a default and Seller may give notice of default to Buyer, specifying the default and the curative action required (the "Default Notice"), at Buyer's mailing address as follows:

20 North Dakota, Moriarty, New Mexico 87035

or at such other address that Buyer may designate by a written, signed statement delivered to Escrow Agent. If Seller's attorney sends a Default Notice, Buyer will pay within the time allowed the additional sum of \$100.00, plus gross receipts tax and postage, for Seller's attorneys' fees and costs in connection with sending of the Default Notice.

B. MANNER OF GIVING DEFAULT NOTICE. Default Notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 6A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

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C. BUYER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF BUYER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.

(1) If Buyer fails or neglects to cure any default within 30 days after the date Seller's Default Notice is mailed, then Seller may, at Seller's option, either

(a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorneys' fees, postage and costs in which case the special warranty deed will remain in escrow; or

(b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Buyer in the Property will end. If the final day for curing the default falls on a non-business day of Escrow Agent, then the period for curing the default will extend to the close of business on the next business day of Escrow Agent. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property. Buyer will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.

(2) Acceptance by Escrow Agent of any payment tendered will not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.

D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording date of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's right in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

E. BUYER BECOMES TENANT. Upon termination of Buyer's rights in the Property, Buyer has no continuing right to possession. If Buyer remains in possession of the Property after Buyer's rights in the Property have been terminated, Buyer will then become a tenant at will, for a rental amount equivalent to the regularly scheduled installment payment due and payable under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon 30 days separate prior written notice. Seller's acceptance of rental payment will not be deemed a waiver of any of Seller's rights, nor will it constitute any manner of estoppel against Seller.

F. LEGAL RIGHT TO EVICT BUYER. A forcible entry and detainer action, in addition to any other appropriate legal remedies, may be used by Seller, if necessary, to obtain possession of the Property following termination of Buyer's rights in the Property and to terminate Buyer's continued possession.

G. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

H. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the property as required in Paragraph 4A, as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

9. BINDING EFFECT. This Contract will bind and benefit the heirs, devisees, personal representatives, successors and assigns of Seller and Buyer.

10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT.

A. ESCROW AGENT. Seller and Buyer appoint as Escrow Agent:

Weststar

B. ESCROW DOCUMENTS. The following papers (the "Escrowed Documents") are placed in escrow:

- (1) Signed copy of this Contract.
- (2) Original Warranty Deed signed by Seller.
- (3) Original Special Warranty Deed signed by Buyer.

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(4) OTHER

C. PRIOR OBLIGATIONS. Add the following information, if applicable:

(1) Name and address of mortgagees/escrow agents/servicing agents _____

Account or Loan No. _____

(2) Name and address of mortgagees/escrow agents/servicing agents _____

Account or Loan No. _____

(3) Name and address of mortgagees/escrow agents/servicing agents _____

Account or Loan No. _____

D. FEES.

(1) The escrow fees of Escrow Agent will be paid as follows: **Setup: Seller; Periodic and Closeout: Buyer**

If all or part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer provided in Paragraph 2.

(2) Escrow Agent will accept all amounts paid in accordance with this Contract and remit the amounts received (less applicable escrow fees) as follows: **Property tax to Torrance County, insurance payments to applicable insurance company and remainder to Maitland Villiard, 80 Saddle Spur, Edgewood, N.M. 87015.**

E. ACCEPTANCE OF PAYMENTS. All payments will be deemed provisionally accepted when tendered, subject to determination by Escrow Agent of the correct amount and the timeliness of the payment. After each Default Notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.

F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

G. DEFAULT BY BUYER. If Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, then Escrow Agent will release and deliver the Escrowed Documents to Seller. Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.

H. CHANGES IN ESCROW FEES. Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after 60 days written notice to the party or parties paying the fee of Escrow Agent.

I. INDEMNIFICATION. Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

J. RESIGNATION BY ESCROW AGENT. Escrow Agent may resign as Escrow Agent by giving Seller and Buyer 60 days written notice of intent to resign. Seller and Buyer will select a successor escrow agent and give written notice to Escrow Agent of the selection. If the parties fail, for any reason, to select a successor escrow agent and give Escrow Agent written notice of the selection within 60 days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent.

11. SEVERABILITY CLAUSE. The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of the remainder of this Contract.

12. ATTORNEYS' FEES. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorneys' fees and costs from the nonprevailing party.

[Handwritten signatures and initials]

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13. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

14. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

15. LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

16. SEVERANCE. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

17. OTHER.

CAUTION: PLEASE READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, PLEASE CONSULT YOUR ATTORNEY.

Seller Signature Maitland Villiard

Date 2-16-13 Time

Seller Signature

Date Time

Buyer Signature Joseph Begley

Date 2-15-13 Time

Buyer Signature

Date Time

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
COUNTY OF Santa Fe)

This instrument was acknowledged before me on February 15, 2013 by Joseph Begley

My commission expires: August 5, 2014

Martha L. Eden
NOTARY PUBLIC
Martha L. Eden



STATE OF NEW MEXICO)
COUNTY OF Santa Fe)

This instrument was acknowledged before me on February 16, 2013 by Maitland Villiard

My commission expires: August 5, 2014

Martha L. Eden
NOTARY PUBLIC
Martha L. Eden

ACKNOWLEDGEMENT FOR ENTITIES

STATE OF NEW MEXICO)
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

a _____

My commission expires: _____

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NOTARY PUBLIC

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STATE OF NEW MEXICO)
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by
_____ of _____
a _____

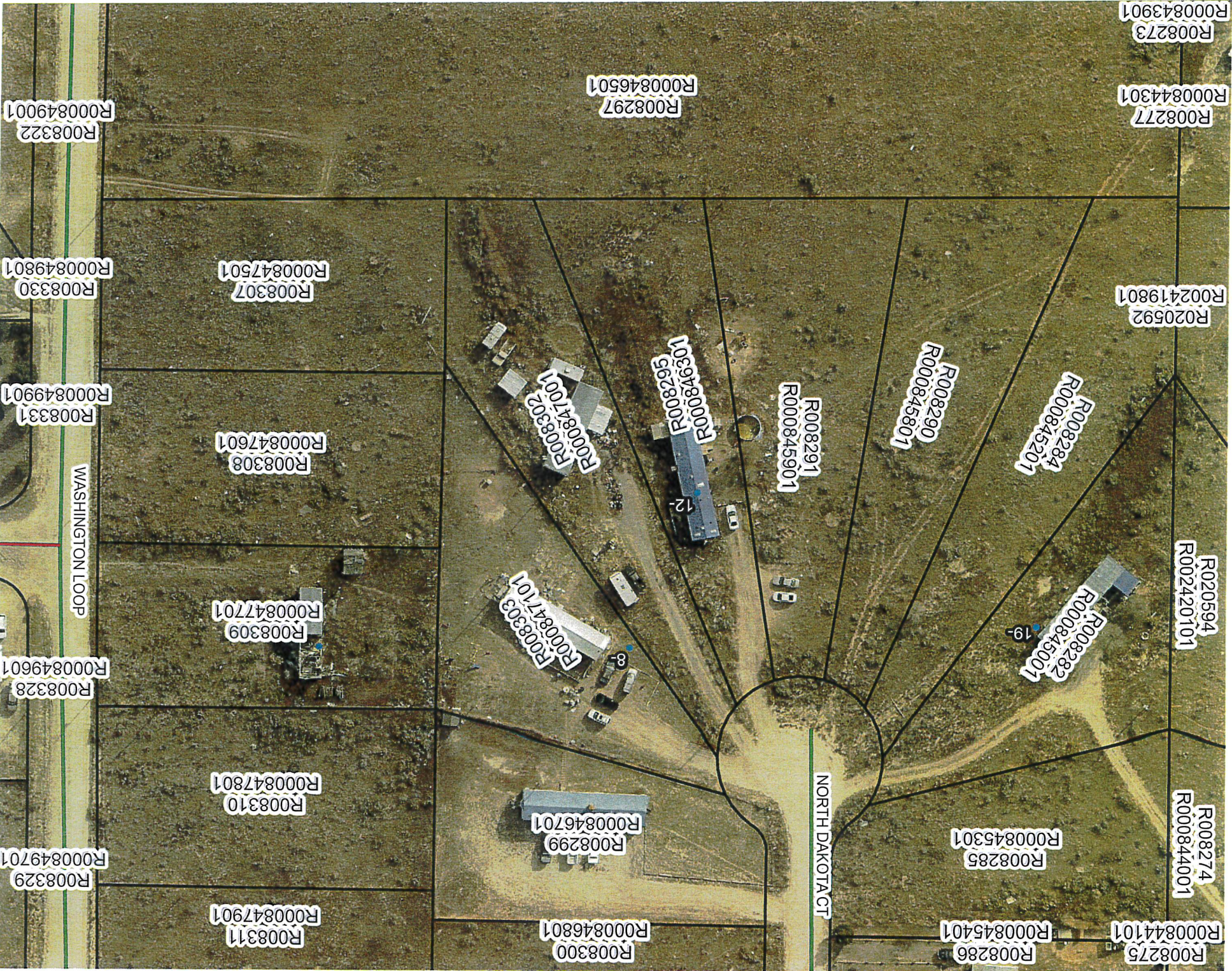
My commission expires: _____

NOTARY PUBLIC

"A Certified copy:
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Torrance County, NM
By me"

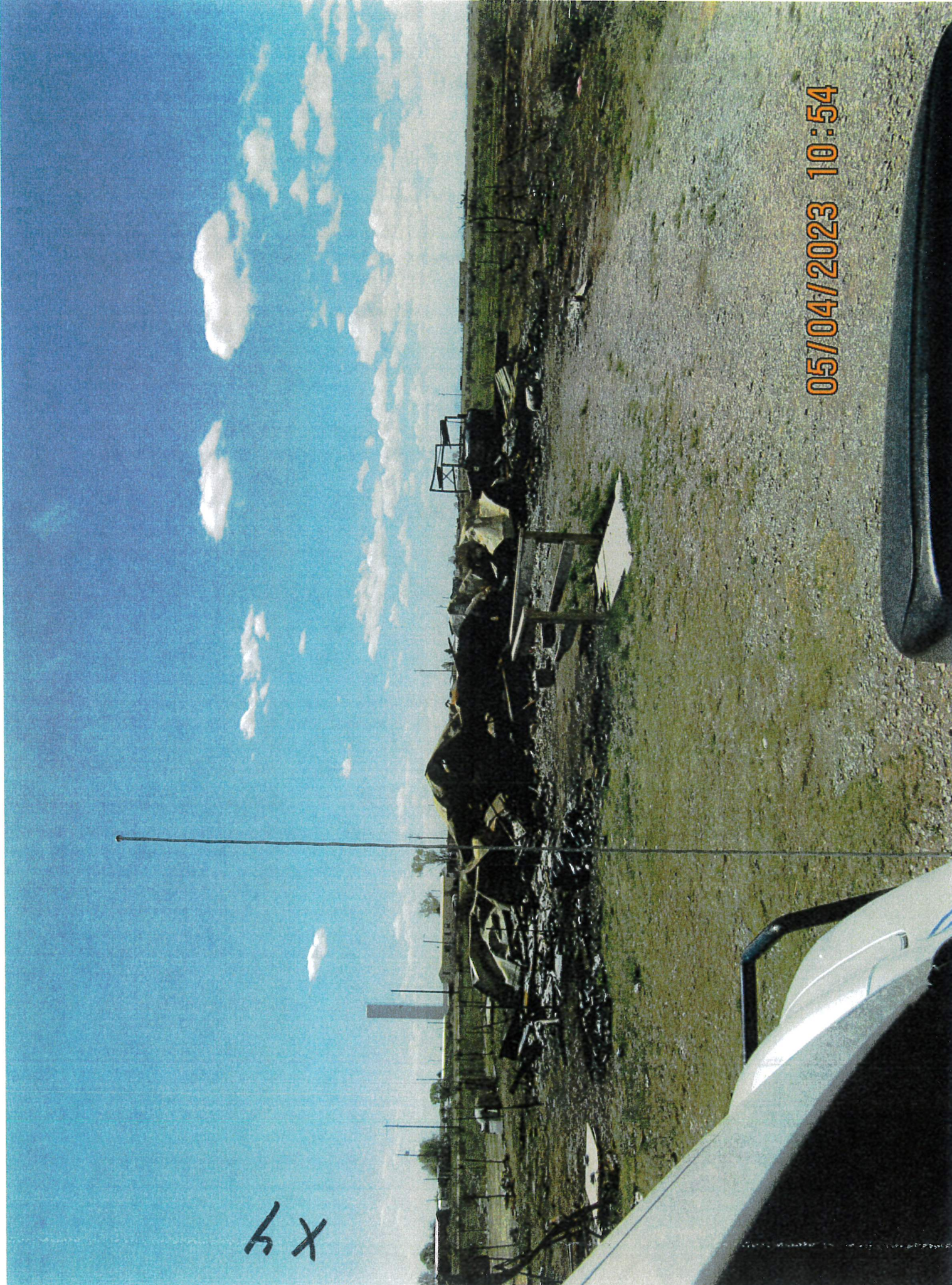
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