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TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2023- 40

**RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT
NUMBERED TWENTY (20) OF THE MEADOWS WOODS SUBDIVISION BETTER
KNOWN AS 180 PARADISE MEADOW TO BE A MENACE TO PUBLIC COMFORT,
HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL**

WHEREAS, lot numbered twenty (20) better known as 180 Paradise Meadow belonging to Alley E & Pilatos G Anguino; and

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated mobile home has been abandoned, destroyed by fire, not been maintained, windows and doors are missing or broken, roof is caved in; 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:

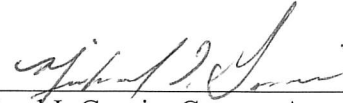
1. **FINDS** LOT NUMBERED TWENTY (20) OF MEADOWS WOODS SUBDIVISION BETTER KNOWN AS 180 PARADISE MEADOW has upon it rubbish, wreckage, or debris which is a menace to the public comfort, health, peace, or safety; and
2. **ORDERS** ALLEY E & PILATOS ANGUINO (see Exhibits 1, 2 and 3) or other owner, occupant, or agent in charge of Lot numbered 20 (20) OF MEADOW WOODS SUBDIVISION BETTER KNOWN AS 180 PARADISE MEADOW (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

1 commence removal of the Debris on their property or fails to file a written objection to
2 this Resolution within ten (10) days of the receipt or posting of this Resolution as
3 specified in NMSA 1978, § 3-18-5.
4

5 **DONE THIS 11th DAY OF OCTOBER, 2023.**

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


BOARD OF COUNTY COMMISSIONERS

9
10 
11 Michael I. Garcia, County Attorney


Ryan Schwebach, Chair, District 2

12 Date: 11 October 23


Kevin McCall, Vice Chair, District 1


Samuel D. Schropp, Member, District 3

17 **ATTEST:**

18 
19 Linda Jaramillo, County Clerk

20
21 Date: 10/11/2023
22



Property Profile Torrance County

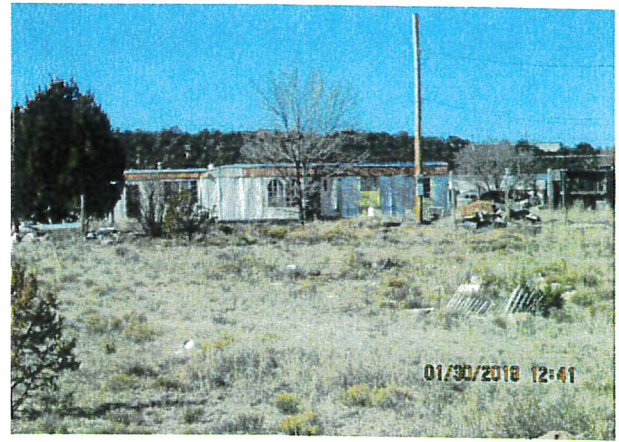
Account: R021162 Tax Year: 2023 Account Type: Vacant_Land
 Mill Levy: 24.043000 Version: 06/12/2023 Area ID: 8OUTEDGN
 Estimated Tax: \$352.40 Parcel: 1-041-054-162-385- Map Number:
 *This mill levy is from the most recent tax roll Status: Active

Name and Address Information

ANKENY RONALD L & PANSI I REV TRUS
 ANGUIANO ALLEY E & PILATOS G
 PO BOX 51161
 ALBUQUERQUE, NM 87181

Property Location

180 PARADISE MEADOW ST
 EDGEWOOD, NM



Legal Description

Subd: MEADOW WOODS Lot: 20 Block: 3 SITUS INFORMATION: 180 PARADISE MEADOW ST
 EDGEWOOD, MEADOW WOODS BLOCK 3 LOT 20

X /

Assessment Information

| 2023 | Actual | Assessed | Sq Ft | Acres | Taxable |
|--------------|--------|----------|-----------|-------|---------|
| Land | 40,590 | 13,530 | 64904.400 | 1.490 | |
| Improvements | | | | | |
| Exempt | | 0 | | | |
| Total | 40,590 | 13,530 | | 1.490 | 13,530 |
| 2022 | Actual | Assessed | Sq Ft | Acres | Taxable |
| Land | 40,590 | 13,530 | 64904.400 | 1.490 | |
| Improvements | | | | | |
| Exempt | | | | | |
| Total | 40,590 | 13,530 | | | 13,530 |

User Remarks



2024885

Real Estate Contract

3856-3860

Property Address: 176 Paradise Meadow Loop Edgewood, New Mexico 87015

X2

THIS CONTRACT IS MADE on the 8th day of October, 2002 (the "Effective date"), by Ronald L. Ankeny and Pansy I. Ankeny, Trustees of the Ronald L. Ankeny and Patsy I. Ankeny, a/ka/ Pat I. Ankeny, Revocable Trust dated June 17, 1992, whose address is 6716 Kelly Ann NE, Albuquerque, NM 87109 (the "Seller"), and Alley Elizabeth Anguiano and Pilatos George Anguiano, wife and husband, whose address is Po Box 51161 Albuquerque, NM 87181 (the "Buyer"), who are purchasing as JOINT TENANTS.

Seller and Buyer agree:

1. SALE: Seller sells to Buyer the following described real estate (the "Property"), in the County of Torrance and State of New Mexico:

Lot numbered Twenty (20) in Block numbered Three (3) of MEADOW WOODS, a Subdivision, as the same is shown and designated on the Plat(s) of said Subdivision, filed in the Office of the County Clerk of Torrance County, New Mexico;

Together with a 1974 LAKE 24' x 64' Mobile Home bearing Vehicle Identification Number 3A31126401025260642UX situated on said property.

Subject to reservations, restrictions, declaration of covenants, easements of record, taxes for the year 2002 and years thereafter and all other matters of record.

2. PRICE AND PAYMENT:

A. BUYER WILL PAY:

CONTRACT SALES PRICE:

(Total of Down Payment, Assumed Prior Obligations and Balance Due Seller)

\$45,000.00

(FORTY FIVE THOUSAND AND NO/100 DOLLARS)

(1) DOWN PAYMENT

\$20,000.00

(TWENTY THOUSAND AND NO/100 DOLLARS)

(2) BALANCE DUE SELLER (including wrapped Prior Obligations)

\$25,000.00

(TWENTY FIVE THOUSAND AND NO/100 DOLLARS)

PAYABLE AS FOLLOWS:

In monthly installments of \$246.25 each, or more, at Buyer's option, including interest from date hereof on the unpaid principal balance at the rate of 8.50% per annum, commencing November 8, 2002 and on or before the 8th day of each successive month thereafter until paid in full.

In addition to the above monthly installments, the Buyer shall remit a monthly amount for the payment of the annual property taxes and annual hazard insurance premiums, presently in the amount of \$647.00 per month (which amount includes \$22.62 for taxes and \$42.00 for insurance). This sum may be adjusted for increases and/or decreases in taxes and/or insurance as determined by the Escrow Agent. The Buyer will pay all amounts due for escrow shortages due to increases in taxes and/or insurance as determined by the Escrow Agent. The Escrow Agent shall use said funds as required to pay taxes and hazard insurance premiums as they become due.



State of New Mexico County of Torrance

I, hereby certify that this instrument was filed for record on the 10 day of October A.D., 2002 at 11:29 o'clock A M and duly recorded in book 295 at page 3856-3860

Witness my hand and Seal of Office

Ronda Jaramello County Clerk, Torrance Co., N.M. Julie Rivas Deputy

"A Certified copy: pg 1 of 5 Torrance County, NM by [Signature]"

ATTEST: CERTIFIED AS A TRUE AND CORRECT COPY ON FILE IN THIS OFFICE BY [Signature] COUNTY CLERK [Signature] DEPUTY CLERK DATE 10/31/02

This form does not contain disclosures required by Federal Reserve Regulation Z and Consumer Act "Truth in Lending." Use this form only in conjunction with another instrument incorporating the required disclosures or for transactions exempt from the ACT.

Seller [Signature] Buyer [Signature]

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 **Eight and One Half Percentum (8.50%) per year** 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. A late charge of \$50.00 will be due and payable by Buyer on any payment that is over ten (10) days overdue. Any Late charge 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.

Initials

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.

Initials
Buyer
Seller
Escrow Agent

(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 such payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller, without penalty. 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:

| Lien or Obligation/Holder | Loan Number | Recording Data |
|---------------------------|-------------|----------------|
| None | | |

B. IF ANY PRIOR OBLIGATIONS ARE CURRENTLY OUTSTANDING ON THE PROPERTY, THE FOLLOWING PARAGRAPH 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.

This space is intentionally left blank.

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 and casualty losses insured pursuant to this contract.

B. INSURANCE. Buyer will keep the insurable improvements upon the Property insured against the hazards covered by fire and extended and comprehensive public liability insurance, with an insurance company satisfactory to Seller. Buyer will furnish a copy of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Seller. Coverages shall be in the amounts of:

- (1) **fire and extended coverage:** not less than the greater of the replacement cost of the improvements or \$40,000.00, for the benefit of Buyer and Seller as their interests may appear; and
- (2) **comprehensive liability:** not less than \$ _____, with Seller as additional named insured.

"A Certified copy:
Pg. 2 of 5
Torrance County, NM
by *[Signature]*"

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 taxes are 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 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 4B, 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.

Initials
[Handwritten initials]

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 Buyers mailing address as follows: PO Box 51101
Albuquerque, NM 87181, 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 the Demand Notice fees and costs in connection with sending of the Default Notice.

B. MANNER OF GIVING DEFAULT NOTICE. Default Notice will be given by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 8A, 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.

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 **thirty (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, reasonable attorney's fees, postage and costs; 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 shall extend to the close of business on the next business day of the 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.

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

"A Certified copy:
pg 3 of 5
Torrance County, NM
by *[Signature]*"

Seller *[Signature]* / Buyer *[Signature]*

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 data 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 the Seller has elected to terminate Buyer's rights 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 thirty (30) days separate prior written notice. Seller's acceptance of such 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 the 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. Upon termination of Buyer's rights in the Property, Buyer will provided an accounting to Seller of any 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 waste to the Property 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:

Sunwest Escrow, LLC
PO Box 36371
Albuquerque, New Mexico 87176

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.
- (4) Original Bill of Sale signed by Seller.

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

(1) Name and address of mortgagees/escrow agents/servicing agents: N/A

Account or Loan No. _____

(2) Name and address of mortgagees/escrow agents/servicing agents: N/A

Account or Loan No. _____

D. FEES.

(1) The Escrow Agent will be paid as follows: **The Buyers agree to pay the monthly disbursement fees charged by the Escrow Agent for the servicing of this Real Estate Contract and the Buyers and Sellers agree to equally divide the close out fee.**

If all or any part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer as 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: **To Sellers as they may direct.**

E. ACCEPTANCE OF PAYMENTS. All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness of 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.

"A Certified copy"
 PG 4 of 5
 Torrance County, NM
 by _____

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

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

I. INDEMNIFICATION. Seller and Purchaser and any Assignee will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's 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 sixty (60) days written notice of intent to resign. Seller and Buyer will select a successor Escrow Agent and give written notice to the Escrow Agent of such selection. If the Parties fail, for any reason, to select a successor escrow agent and give Escrow Agent written notice of the selection within sixty (60) days after mailing by the 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. ATTORNEY FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

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

SELLER

Ronald L. Ankeny, Trustee
Ronald L. Ankeny, as Trustee of the Ronald L. Ankeny and Pansy I. Ankeny, a/k/a/ Pat I. Ankeny, Revocable Trust, dated 6/17/92

Pansy I. Ankeny, Trustee
Pansy I. Ankeny, as Trustee of the Ronald L. Ankeny and Pansy I. Ankeny, a/k/a Pat I. Ankeny, Revocable Trust, dated 6/17/92

BUYER

Alley Elizabeth Anguiano
Alley Elizabeth Anguiano

Pilatos George Anguiano
Pilatos George Anguiano

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Torrance

} ss.

This instrument was acknowledged before me this 8th day of October, 2002, by Alley Elizabeth Anguiano and Pilatos George Anguiano.

My commission expires: 2.23.04
(Seal)

[Signature]
Notary Public

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Torrance

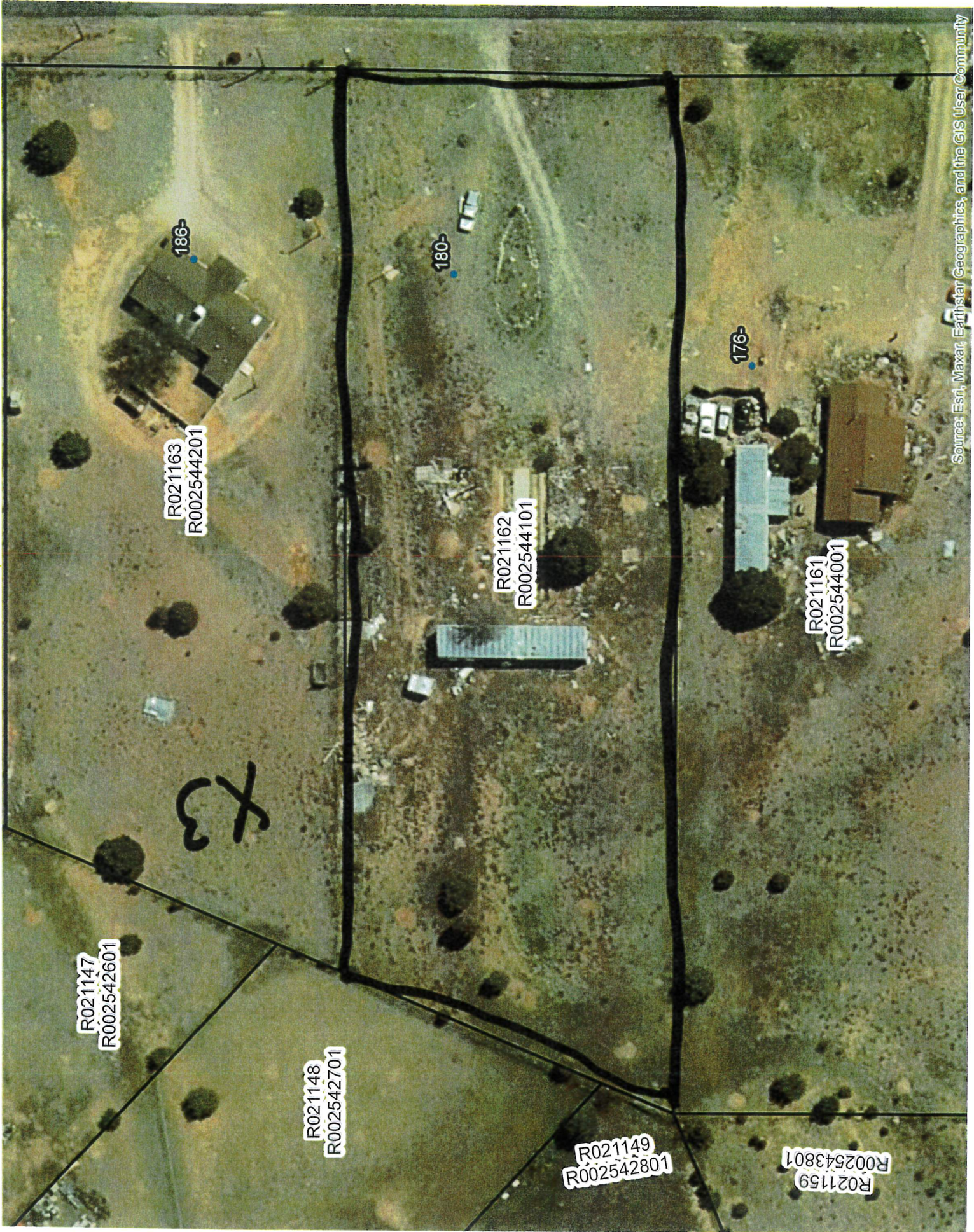
} ss.

This instrument was acknowledged before me this 8th day of October, 2002, by Ronald L. Ankeny and Pansy I. Ankeny, Trustees of the Ronald L. Ankeny and Pansy I. Ankeny, a/k/a Pat I. Ankeny, Revocable Trust, dated June 17, 1992.

My commission expires: 2.23.04
(Seal)

[Signature]
Notary Public

"A Certified copy:
pg 5 of 5
Torrance County, NM
by [Signature]"



08/30/2023 14:38



hx

X5



08/30/2023 14:31