



City of Roswell
Office of the Mayor

5-15-2025

PREDETERMINATION COMMUNICATION

From:

Timothy Z. Jennings, Mayor

Chad Cole, City Manager

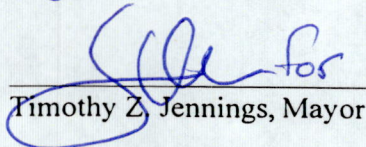
RE: Sale of .54 acres of land, 1616 E Bland; 1616-1/2 E Bland St.
Roswell, NM 88203

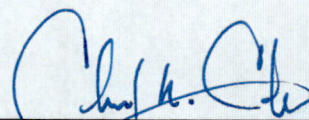
Esteemed Members of the Legal Committee & City Council,

This communication is sent to you pursuant Ordinance 24-03, and New Mexico Statutes Chapter 3 - Municipalities Article 54 - Sale or Lease of Property Section 3-54-1 Authority to sell or lease municipal utility facilities or real property; notice; referendum..

The Mayor and City Manager determined and concur that the land subject to sale regarding .54 acres located at 1616 E Bland; 1616-1/2 E Bland St. Roswell, NM 88203, has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.

Johana Halvorson


Timothy Z. Jennings, Mayor



Chad Cole, City Manager

OFFER TO PURCHASE REAL ESTATE

BE IT **KNOWN**, the undersigned Esperanza Deleon (Buyer) offers to purchase from The City of Roswell (Owner), real estate commonly known as:

Account: R023478

Site Address: 1616 E BLAND ST 1616 E BLAND ST #1/2

Parcel 4-137-062-193-280-000000

Tax Area 10N_8 - 10N-FC

Subd: S: 3 T: 11S R: 24E NW4NE4SW4 W 90' E 158.5' N 283'
BK:820 PG:720 QCD

Lot size: 23,670 SQFT (.54 acre)

Contingent on the Appraised value of the property.



Esperanza Deleon

5.13.25

Date

QUITCLAIM DEED

U.S. Bank, N.A. as trustee for Lehman ABS Manufactured Housing Contract Trust 2002-A quitclaims to the City of Roswell, a New Mexico Municipal Corporation, whose address is P.O. Box 1838, Roswell, NM 88202, all of its right title and interest in and to the real property described in the attached Exhibit "A", including any improvements, fixtures, and attachments, such as, but not limited to, mobile homes. AKA: 1616 East Bland, Roswell, Chaves County, New Mexico 88203. If there is a conflict between the legal description and the street address, the legal description shall control.

WITNESS its hand and seal of U.S. Bank, N.A. as trustee for Lehman ABS Manufactured Housing Contract Trust 2002-A, by Kammi Kusner
Authorized Signer of Ditech Financial LLC, Attorney in Fact, this 28
day of Feb, 2019.

U.S. Bank, N.A. as trustee for Lehman ABS
Manufactured Housing Contract Trust 2002-A
By: Ditech Financial LLC, as Attorney in Fact

By: Kammi Kusner
Title: Kammi Kusner
Authorized Signer

STATE OF TX)
COUNTY OF Harris) ss.

This Quitclaim Deed was duly acknowledged before me on this 28 day of
Feb, 2019, by Kammi Kusner,
Authorized Signer of Ditech Financial LLC, as Attorney in Fact, on behalf of said
corporation.

Karen Maples, NOTARY PUBLIC

My Commission Expires: 5-1-21

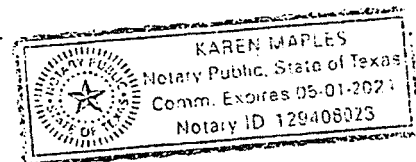


EXHIBIT "A"
LEGAL DESCRIPTION

The West 80 feet of the North 283 feet of the East 9 rods of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico,

AND

A part of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico, which is more particularly described as follows:

BEGINNING at a point that is 9 rods West of the Northeast corner of the said NW1/4NE1/4SW1/4 of said Section 3; thence West 10 feet, thence South 283 feet, thence East 10 feet, thence North 283 feet, to the point of beginning,

including a 2000 Oak Creek, VIN number 0C050013978AB, and any and all improvements, fixtures, and attachments. .

LIEN SETTLEMENT AGREEMENT

This Lien Settlement Agreement ("Agreement") is entered into on this 8th day of March, 2019, by and between US Bank, N.A., as trustee for Lehman ABS Manufactured Housing Contract Trust 2002-A ("US Bank"), whose address is 1100 Virginia Dr. Ste. 100, Fort Washington, PA 19034, and the City of Roswell, a New Mexico Municipal Corporation ("Lien Holder"), whose address is P.O. Box 1838 Roswell, NM 88202, collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on or about February 1, 2018, US Bank became the owner of the property located at 1616 E Bland, Roswell, New Mexico 88203, and more fully described as:

The West 80 feet of the North 283 feet of the East 9 rods of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico.

AND

A part of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico, which is more particularly described as follows:

BEGINNING at a point that is 9 rods West of the Northeast corner of the said NW1/4NE1/4SW1/4 of said Section 3; thence West 10 feet, thence South 283 feet, thence East 10 feet, thence North 283 feet to the point of beginning.

by virtue of a Special Master's Deed recorded at Book 800, Page 8 of the real property records of Chaves County, New Mexico on or about February 26, 2018;

WHEREAS, pursuant to NMSA 1978, § 13-18-5, Lien Holder removed a dangerous structure from the Premises, on or about March of 2014 and incurred for \$24,188.04 in expenses in connection therewith (the "Claim");

WHEREAS, Lien Holder recorded a municipal lien (the "Lien") on the Premises at Book 801, Page 1042 of the real property records of Chaves County, New Mexico on or about March

14, 2018, pursuant to NMSA 1978, Section 3-36-1 *et seq.* , a true and correct copy of which is attached hereto as Exhibit 1; and

WHEREAS, the Parties wish to resolve the Claim and the Lien on the terms and conditions set forth herein.

NOWHEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. US Bank shall quitclaim to Lien Holder all right, title and interest in the Premises via Quitclaim Deed, to be executed herewith.

2. In consideration for said Quitclaim Deed, the Lien Holder does hereby discharge its Claim and waive any payment of the principle, interest or costs thereof, and shall release its Lien on the Premises via Release of Lien, also to be executed herewith.

3. The Parties do hereby completely release and forever discharge each other from any and all claims, demands, obligations, causes of action, damages, expenses or compensations of any and every nature whatsoever regarding the Claim and the Lien, except to the extent of the obligations set forth herein.

4. This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or the provisions hereof waived only by a written instrument signed by the duly authorized representatives of the Parties.

5. US Bank expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

8. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

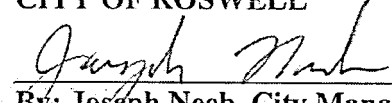
9. This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting herefrom shall lie in the Fifth Judicial District, Chaves County, New Mexico.

10. US Bank expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so.

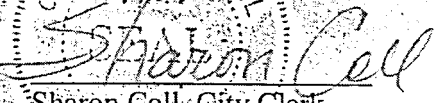
IN WITNESS WHEREOF, this Agreement is executed this 8th day of March, 2019.

"Lien Holder"

CITY OF ROSWELL


By: Joseph Neeb, City Manager

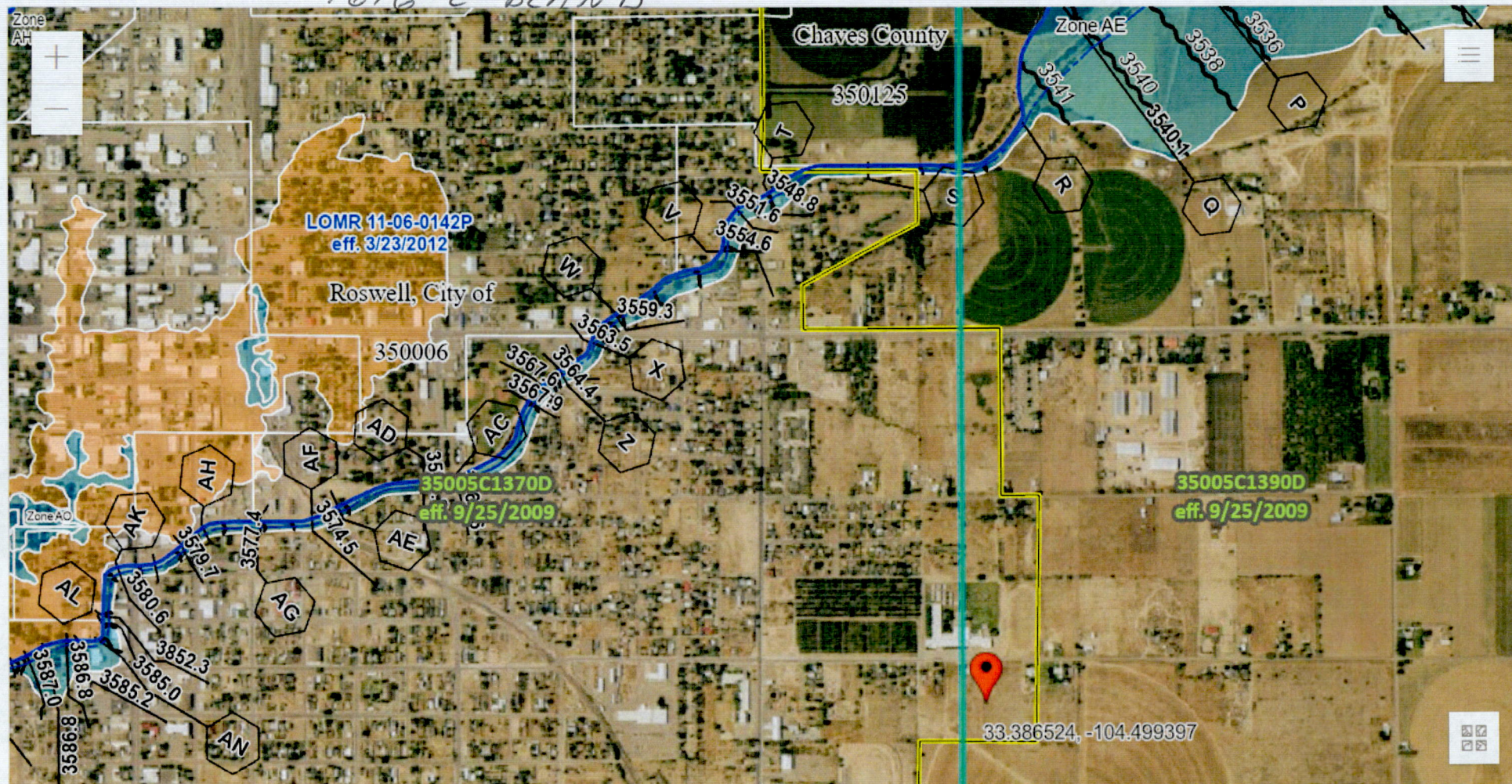
ATTEST


Sharon Coll, City Clerk

"US Bank"

US Bank, N.A., as trustee for
Lehman ABS Manufactured Housing
Contract Trust 2002-A

1616 E BLAND



PIN Approximate location based on user input and does not represent an authoritative property location

MAP PANELS

- Selected FloodMap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D
- Otherwise Protected Area

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth
- Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER FEATURES

- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

AUTHORIZATION TO RELEASE CITY LIEN

Lien Property Location: 1616 E. Bland, Roswell, NM 88203

The West 80 feet of the North 283 feet of the East 9 rods of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico.

AND

A part of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico, which is more particularly described as follows:

BEGINNING at a point that is 9 rods West of the Northeast corner of the said NW1/4NE1/4SW1/4 of said Section 3; thence West 10 feet, thence South 283 feet, thence East 10 feet, thence North 283 feet to the point of beginning.

Date of Lien: March 13, 2018

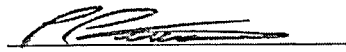
Date of Recording: March 14, 2018
Book 801 Page 1042

Reason for Lien: Demolition of unsafe structure located on the premises

Amount of Lien
when Recorded: \$24,188.04

The City and the property owner have resolved the Lien, as set forth in that certain Lien Settlement Agreement by and between the City and the property owner and dated March 8, 2019, pursuant to which the City waived payment and released the Lien, in exchange for which the property owner quitclaimed all right, title, and interest in the property to the City. The resolution of the Lien set forth in the Lien Settlement Agreement constitutes a good value for the City.

Review and approved by:

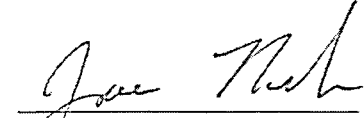

Deputy City Attorney

4/30/19
Date


Finance Director

4/30/19
Date

Based on the Foregoing review, the City Clerk is authorized to execute a Release of the above Lien.



City Manager

4-30-19
Date

RELEASE OF LIEN

I, Sharon Coll, duly appointed and qualified City Clerk of the City of Roswell, New Mexico, do hereby give notice of the release of a certain Lien held by the City of Roswell against the following property located at 1616 E Bland, Roswell, NM 88203, and more specifically described as follows:

The West 80 feet of the North 283 feet of the East 9 rods of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico.

AND

A part of the NW1/4NE1/4SW1/4 of Section 3 in Township 11 South of Range 24 East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico, which is more particularly described as follows:

BEGINNING at a point that is 9 rods West of the Northeast corner of the said NW1/4NE1/4SW1/4 of said Section 3; thence West 10 feet, thence South 283 feet, thence East 10 feet, thence North 283 feet to the point of beginning.

Said Lien was filed in the Chaves County Clerk's Office on **March 14, 2018**, recorded in Book 801 of Lien Records, at Page 1042. The amount of the Lien at the time of filing was \$24,188.04

The name(s) of the owner(s) of record of the above described property when the Lien was filed was: **James W and Barbara J Smith**

The Lien arises from costs incurred by the City of Roswell in condemning and demolishing an unsound structure on the premises.

The Lien is being released because the current owner, US Bank, N.A., as trustee for Lehman ABS Manufactured Housing Contract Trust 2002-A, has agreed in that certain Lien Settlement Agreement by and between the current owner and the City, dated March 8, 2019, to quitclaim to the City of Roswell all right, title and interest in the premises to the City in exchange for discharge of the Lien amount and release of the Lien, which compromise and settlement of the Lien has been approved by the City Manager for the City of Roswell.

In Witness Whereof, I have hereunto set my hand as City Clerk of the City of Roswell under the seal of said City.



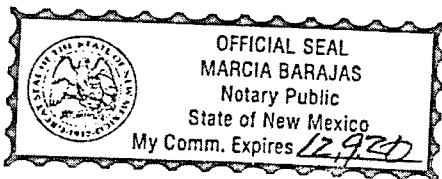
STATE OF NEW MEXICO)
)
COUNTY OF CHAVES)

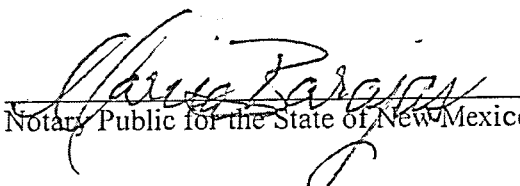
CITY OF ROSWELL

Sharon Coll
Sharon Coll, City Clerk

The foregoing instrument was acknowledged before me on this 31 day of April, 2019 by Sharon Coll, City Clerk for the City of Roswell, New Mexico

My Commission Expires:




Notary Public for the State of New Mexico

Notice of Lien

Pursuant to provision of Section 3-18-5, N.M.S.A. (1978), the City of Roswell
Hereby gives notice of a lien in favor of the City in the amount of \$24,103.04 + \$50.00
(Liens) +\$35.00(administrative fee) =\$24,188.04

Said lien resulted from the cost incurred by the City in removing the condemned
structure from the property. Date of removal was March 2018.

Subject property is described as follows: 1616 & 1616 ½ E Bland,3-11-24
NW4NE4SW4W90'E158.5'N283' and the name of the owner as shown by the County
Assessor's office is James W & Barbara J Smith.

In Witness Whereof, I have hereunto set my hand as City Clerk of the City of
Roswell under the seal of said City.



City Seal

City of Roswell

By: Sharon Coll
Sharon Coll, City Clerk

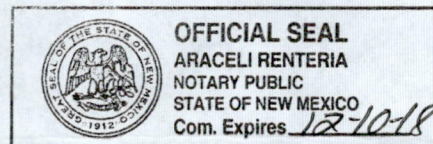
STATE OF NEW MEXICO)
COUNTY OF CHAVES)

The foregoing instrument was subscribed and acknowledged before me by Sharon Coll,
City Clerk of the City of Roswell, New Mexico, on this 13th day of
March, 2018.

Araceli Renteria
Notary Public

My commission expires:

12-10-18



Return to:
City of Roswell
Code Enforcement



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD MAR 14, 2018 AT 04:02 O CLOCK PM
Receipt Number: 409306 Fee: \$25.00
Book 00801 Page 01042 Pages 1
To Whom Returned: CITY OF ROSWELL
ATT CODE INFORCEMENT
PO BOX 1838
ROSWELL, NM 88202

Dave Kunko, County Clerk

By [Signature]

Deputy



