



MICHELLE LUJAN GRISHAM
Governor

HOWIE C. MORALES
Lieutenant Governor

NEW MEXICO
ENVIRONMENT DEPARTMENT

Ground Water Quality Bureau
1190 South St. Francis Drive (87505)
P.O. Box 5469, Santa Fe, New Mexico 87502-5469
Phone (505) 827-2900 Fax (505) 827-2965
www.env.nm.gov



JAMES C. KENNEY
Cabinet Secretary

JENNIFER J. PRUETT
Deputy Secretary

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

April 12, 2019

Ferron Lucero, Owner
Jersey Gold Dairy
P.O. Box 414
Clayton, NM 88415

RE: Termination of Discharge Permit, DP-885, Jersey Gold Dairy

Dear Mr. Lucero:

The New Mexico Environment Department (NMED) issued a Discharge Permit Renewal, DP-885, on July 31, 2019, for the discharge of up to 2,000 gpd from the production area of a dairy facility to disposal system. The original Discharge Permit was issued by NMED on October 20, 1992 and subsequently renewed and/or modified on March 31, 1993; January 15, 1999; April 21, 2004; and July 31, 2019. The facility is located at 1647 Highway 304, approximately three miles north of Veguita, in Section 20, T04N, R02E, Valencia County.

On March 26, 2019, NMED received a request for the termination of Discharge Permit, DP-885, because the facility has permanently ceased operations.

The permittee is required to complete closure measures in accordance with Discharge Permit Renewal, DP-885, prior to requesting termination of the Discharge Permit. Based upon information available to NMED and submitted by the facility, the facility has completed closure in accordance with 20.6.6.30 NMAC. By completing the aforementioned closure measures the requirements of Discharge Permit, DP-885, have been satisfied.

Discharge Permit, **DP-885 is hereby terminated**. If at some time in the future you intend to recommence discharge, you must submit a new application for a Ground Water Discharge Permit to NMED prior to discharging. In the event that property ownership, control or possession is transferred with the intent to construct a facility with a wastewater discharge, NMED requests that you notify the transferee of the requirement to obtain a Discharge Permit prior to construction and discharging.

Ferron Lucero, DP-885

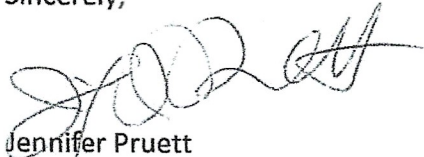
April 12, 2019

Page 2 of 2

Although a Discharge Plan is no longer being required for this facility at this time, you are not relieved of liability should the operation result in pollution of surface or ground waters. Further, this decision by NMED does not relieve you of your responsibility to comply with any other applicable federal, state, and/or local laws and regulations, such as zoning requirements, plumbing codes and nuisance ordinances.

If you have any questions, please contact Nancy McDuffie, Manager of the Agriculture Compliance Section, at (505) 222-9523.

Sincerely,



Jennifer Pruett
Deputy Secretary
NM Environment Department

JP:MH:MS

cc: Nancy McDuffie, ACS Manager (electronic copy)
Ferron Lucero, Property Owner, ferron.lucero@gmail.com (electronic copy)
County File
ACS Reading File



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JAMES C. KENNEY
Cabinet Secretary Designate

JENNIFER J. PRUETT
Deputy Secretary Designate

January 28, 2019

Ferron Lucero, Owner
Jersey Gold Dairy
P.O. Box 414
Clayton NM, 88415
Sent via email: ferron.lucero@gmail.com

RE: Monitoring Well Plug and Abandonment Approval, Jersey Gold Dairy, DP-885

Dear Mr. Lucero:

The New Mexico Environment Department (NMED) received a request from you on January 25, 2019 to plug monitoring well(s) MW-E and MW-W for permanent facility closure. The information submitted satisfies Subsection B of 20.6.6.30 NMAC, of the Supplemental Permitting Requirements for Dairy Facilities (Dairy Rule). NMED hereby approves the request to plug and abandon the MW-E and MW-W.

Monitoring well(s) MW-E, MW-W shall be plugged and abandoned pursuant to Subsection C of 20.6.6.30 NMAC and the attachment titled Ground Water Discharge Permit Monitoring Well Construction and Abandonment Conditions, Revision 1.1, March 2011. Documentation describing the plug and abandonment procedures, including photographic documentation, shall be presented in a Well Abandonment report. The Well Abandonment Report shall be submitted to NMED within 60 days of completion of well plugging activities.

Please be advised that NMED approval to plug and abandon this monitoring well does not relieve Jersey Gold Dairy of its responsibility in the event that the monitoring program fails to adequately determine the concentrations of contaminants at the site. In addition, NMED approval does not relieve Jersey Gold Dairy from compliance with other applicable local, state and/or federal laws or regulations, including zoning requirements and nuisance ordinances.

If you have any questions, please contact Matthew Smith at (505) 827-2797 or me at (505) 222-9523.

Ferron Lucero
January 28, 2019
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Nancy McDuffie', with a long horizontal flourish extending to the right.

Nancy McDuffie, Manager
Agriculture Compliance Section

Encs: Ground Water Discharge Permit Monitoring Well Construction and Abandonment
Guidelines, Revision 1.1, March 2011

Cc: Ferron Lucero, Owner ferron.lucero@gmail.com
ACS Reading File

END USER LICENSE AND SERVICES AGREEMENT

This End User License and Services Agreement (this "**Agreement**") is a legal agreement between you and Courthouse Retrieval System, Inc., a Tennessee corporation doing business as CRS Data, and its successors and assigns ("**CRS**").

Pursuant to your request, or the request of the organization of which you are a member or employee (the "**User Related Organization**"), CRS is willing to provide you with access to the services of CRS provided through the CRS website ("**Services**"), which Services primarily provide you with access to property record information ("**Information**").

In order to use the Services and have access to the Information you are required to enter into this Agreement.

By clicking "I Agree" or a similar box or button during your registration for the Services you are agreeing to become bound by the terms of this Agreement.

If you do not agree to the terms of this Agreement, then you are not allowed to use the Services or the Information.

1. **Use of the Services.** Subject to the provisions of this Agreement, CRS grants to you a nonexclusive, non-transferable, revocable, limited, personal right to access and use the Services through a valid user account or a valid User Related Organization account as approved by CRS.

2. **Restrictions on Services.** Except for any tools approved by any applicable User Related Organization, you may not use any third-party program to access or use the Services or the Information through the Services without the express written consent of CRS. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You may not attempt or gain access to any CRS servers or networks through hacking or any other means. You agree that you will not use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the Information provided by the Services or any other part of the Services without CRS's prior, express, and written permission.

3. **License for Information.** Subject to the provisions of this Agreement, CRS grants to you a nonexclusive, non-transferrable, revocable, non-sublicensable, license to access, use and display the Information (i) for your use in the ordinary course of your business, and/or (ii) for your client's personal use only.

4. **Restrictions on Information.** You shall not (i) sell or offer to sell to any third party all or any part of the Information, (ii) provide all or any part of the Information to a third

party that is not one of your clients, (iii) engage in any activity which directly or indirectly competes with the Services provided by CRS under this Agreement exclusive of appropriate activities associated with the ordinary course of business of your business, (iv) permit any person, even your employee or agent, to access the Information through the Services using your personal login credentials, or (v) use the Information for any purpose that violates any law or regulation governing the use of the Information, including but not limited to privacy laws and/or laws restricting the use of the Information for marketing purposes.

5. **Ownership.** This Agreement is not a sale of the Information, and CRS or its licensors retains title and ownership of the Information and all subsequent copies, including the intellectual property rights therein, regardless of the form or media in or on which the Information or subsequent copies exist.

6. **Noncompete.** During the Term of this Agreement, you shall not, whether directly or indirectly, engage in, or have any ownership or financial interest in, or act as sales representative or distributor for, any person or entity engaged in the sale of any services or information which are in any way similar in design, function or intended use (market position) to the Services or Information, or which otherwise are competitive with the Services, in CRS's sole and absolute judgment.

7. **Updates.** CRS may create, from time-to-time, upgrades, modifications, updates, additions, and/or patches to the Services, which may be made available to you while you hold a current and valid account to use the Services.

8. **User Id and Password.** As an authorized user of the Services, you have obtained a username and password from CRS or the User Related Organization. You agree that you are solely responsible for any actions that occur while using the Services under your assigned username and password. In the event that your username and password become known by a third party, you agree to take all available precautions to prevent the username and password from being used by an unauthorized individual, including, but not limited to, disabling the username, and you agree to immediately notify CRS and the User Related Organization if you obtained your username and password through a User Related Organization.

9. **Confidentiality.**

9.1. **Confidential Information.** You acknowledge that the Information is the proprietary, confidential information of CRS and/or the User Related Organization. However, the obligations of this Section 9 do not apply to Information which is public knowledge, becomes public knowledge through no fault of the parties, or is received independently from a third party who had such information independently from the parties hereto, and who had the right to disclose such information.

9.2. **Acknowledgements.** You acknowledge and agree that Information is proprietary to and a valuable trade secret of CRS or the User Related Organization, and

that any disclosure or unauthorized use thereof will cause immediate, irreparable harm and loss to CRS or the User Related Organization.

9.3. **Non-disclosure.** In consideration of CRS's disclosure of Information to you, you agree to treat Information in confidence and to undertake the following additional obligations with respect thereto:

9.3.1 to use Information only as allowed by this Agreement;

9.3.2 to not copy, in whole or in part, Information unless you are copying the Information to provide it to your clients;

9.3.3 to limit dissemination of Information to only those of your employees who have a need to know the Information to perform the limited tasks allowed in this Agreement, and to prevent the further dissemination or use of Information by any person for any purpose other than that set forth in this Agreement;

9.3.4 to protect and maintain the secrecy and confidentiality of Information.

9.4 **Feedback.** CRS has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that you provide to CRS, and nothing in this Agreement or in your dealings with CRS arising out of or related to this Agreement will restrict CRS's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback without compensating or crediting you. "***Feedback***" means any suggestion or idea for improving or otherwise modifying the Services or the CRS software related thereto.

10. **Indemnification.** You agree to indemnify, defend and hold CRS and its officers, directors, employees, agents and contractors harmless from any loss, cost, expense (including attorney's fees and expenses), demand, claim, liability, damages or cause of action of any kind or character (collectively referred to as "claim"), in any manner arising out of or relating to any violation or breach of any provision of this Agreement by you.

11. **No Warranty.** THE SERVICES AND INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY AND CRS EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, OR SPECIFICATION, AS WELL AS ANY WARRANTIES THAT THE SERVICES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE INFORMATION IS ACCURATE. You acknowledge that the Information is collected and processed by CRS from government and other records, the accuracy and completeness of which are not and

cannot be determined by CRS. Additionally, you acknowledge that errors and omissions in making the Information available to you may from time to time occur. You agree that neither CRS nor any other party has made any representations or warranties, nor have you relied on any representations or warranties, express or implied, with respect to the Services or Information. You acknowledge that no affirmation of fact or statement (whether written or oral) made by CRS, the User Related Organization, its representatives, or any other party outside of this Agreement with respect to the Services or Information shall be deemed to create any express or implied warranty on the part of CRS or its representatives.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CRS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR OR IN CONNECTION WITH YOUR ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE SERVICES OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF CRS OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. WITHOUT LIMITING THE FOREGOING OR ANY OTHER LIMITATION OF LIABILITY HEREIN, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING IN ANY WAY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, THE SERVICES, OR THE INFORMATION, FOR ANY CAUSE WHATSOEVER, IS TO STOP USING THE SERVICES.

13. Termination. CRS may terminate this Agreement if you fail to comply with the provisions of this Agreement. If the User Related Organization through which you obtained your username and password fails to perform its obligations in a timely manner under its agreement with CRS, or if the agreement between CRS and the User Related Organization expires or is terminated for any reason, CRS may immediately suspend your access to the Services and/or terminate this Agreement. CRS shall have no liability for any damages or losses you may experience as a result of a suspension or termination under this Section 13. If this Agreement terminates then all licenses granted under this Agreement immediately terminate. If this Agreement terminates your right to use the Services is immediately revoked. The following provisions survive the termination of this Agreement Sections 4, 5, 9, 10, 11, 12 and 14.

14. Choice of Law; Venue. This Agreement is governed by the laws of the State of Tennessee, without regard to choice of law provisions to the contrary. The application of the U.N. Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not govern or apply to the Services or Information provided in

connection with this Agreement, including the warranty terms herein. The sole and exclusive jurisdiction and venue for any actions concerning the enforcement, construction, or interpretation of this Agreement shall be in the Chancery or Circuit Courts of Knox County, Tennessee, or in the Federal District Court for the Eastern District of Tennessee, Northern Division, sitting in Knoxville, Tennessee.

15. **Headings.** The headings of the sections of this Agreement are for convenience only, and in no way limit or affect the terms and conditions or the meaning or interpretation of this Agreement.

16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, then that provision will be altered or limited such that it is enforceable and corresponds to the original provision as closely as possible. An invalid or unenforceable provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.

17. **Assignment.** CRS may assign the rights of CRS hereunder without prior notice to you and upon such assignment, CRS shall be released from all liability hereunder. You may not delegate, assign, or sublicense this Agreement without the prior written consent of CRS, such consent to be granted or withheld in CRS's sole and absolute discretion, and any such delegation or assignment shall be ineffective.

18. **Waiver.** Waiver by either party of a breach of any provision contained in this Agreement shall not constitute or be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself.

19. **Time To File Lawsuit Or Other Action.** You agree to file any lawsuit or other action you may have against CRS or its agents, employees, subsidiaries, affiliates or parent companies within one (1) year from the date of the event that caused the loss, damage or liability or be forever barred.

20. **Completeness.** This Agreement sets forth the entire understanding between you and CRS with respect to the matters set forth herein and supersedes all previous licenses, agreements, and representations with respect to the Services and Information.



REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

**THIS DISCLOSURE SHOULD BE COMPLETED BY THE SELLER,
NOT THE BROKER**

Seller states that the information contained in this Disclosure is correct to Seller's ACTUAL KNOWLEDGE as of the date set forth below. Any changes to the information provided in this Disclosure of which seller becomes aware will be disclosed by Seller to Buyer promptly after discovery. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself. Seller hereby authorizes Broker to deliver a copy of this Disclosure to any and all prospective buyers.

NOTE: If an item is not present at the Property, or if an item is not to be included in the sale, mark the "N/A" column. The Purchase Agreement, not this Disclosure form, determines whether an item is included in or excluded from the sale.

April 27, 2020

Date

1647 HIGHWAY 304

Belen

NM

87002

Property Address

State

Zip Code

TRACT II S 20 T 4N R 2E 4.35 ACRES MAP 115 tract 1S 20 T:4N R:2E 14.22 acres Map 115

Legal Description

Or see metes and bounds description attached as Exhibit _____, Valencia County, New Mexico.

JG Acquisition CO LLC

Seller's Name (Print)

Seller's Name (Print)

OCCUPANCY: Does the Seller currently occupy the Property? ☐ Yes ☒ No If "Yes", _____ years/months Seller occupied. If "No", _____ years/months since Seller occupied. ☐ Never Occupied Property.

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REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| A | USE, ZONING & LEGAL ISSUES Do any of the following conditions exist | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|----------------------------|--|-----|----|-------------|-----|----------|
| 1 | Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use | | ✓ | | | |
| 2 | Any proposed bonds, assessments, or impact fee's against the property | | ✓ | | | |
| 3 | Notice or threat of condemnation proceedings | | ✓ | | | |
| 4 | Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved | | ✓ | | | |
| 5 | Violation of restrictive covenants or owners' association rules or Regulations | | ✓ | | | |
| 6 | Any building or improvements constructed without approval by the owners' association or the designated approving body, if required | | ✓ | | | |
| 7 | Notice of zoning action related to the Property | | ✓ | | | |
| 8 | Other legal action | | | | | |
| Additional Comments: _____ | | | | | | |
| _____ | | | | | | |
| _____ | | | | | | |

| B | ENVIRONMENTAL CONDITIONS Do any of the following conditions currently exist or have they ever existed: | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|---|---|-----|----|-------------|-----|---------------------------------|
| 1 | Hazardous materials on the Property, such as radioactive, toxic, or bio-hazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products | | | ✓ | | |
| 2 | Storage tanks <input type="checkbox"/> Above Ground <input type="checkbox"/> Under Ground | | ✓ | | | |
| 4 | Underground transmission lines | | | ✓ | | |
| 5 | Animals kept in the residence | ✓ | | | | Last renter had dogs in kennels |
| 6 | Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill | | ✓ | | | |
| 7 | Monitoring wells or test equipment | ✓ | | | | closed out per NMED guidelines |





REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| B | ENVIRONMENTAL CONDITIONS Do any of the following conditions currently exist or have they ever existed: | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|----|---|-----|----|-------------------|-----|-------------------------------|
| 8 | Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property | | ✓ | | | |
| 9 | Land on the Property that has been filled in? | ✓ | | | | Lagoons / per NMED guidelines |
| 10 | Mine shafts, tunnels or abandoned wells or cisterns | | ✓ | | | |
| 11 | Within governmentally designated flood plain or wetland area | | ✓ | | | |
| 12 | Dead, diseased or infested trees or shrubs | | ✓ | | | |
| 13 | Environmental assessments, studies or reports done involving the physical condition of the Property | | ✓ | | | |
| 14 | Noticeable continuous or periodic odors | | ✓ | | | |
| 15 | Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells | | ✓ | | | |
| 16 | Wood infestation, insects, pests, rodents or tree root problems | | | ✓ | | |
| 17 | Flooding on any portion of the property | | ✓ | | | |
| 18 | History of mold conditions or treatment for mold Please explain: _____ | | ✓ | | | |
| 19 | Other environmental problems | | | ✓ | | |

SEE RANM FORM 2309 – INFORMATION SHEET MOLD

Additional Comments: _____

| C | ACREAGE & DISTANCE Do any of the following conditions currently exist or have they ever existed: | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|---|--|-----|----|-------------------|-----|----------|
| 1 | Total Acres <u>19.58</u> Deeded _____ State Lease _____ BLM _____ Forest Permits _____ Private Lease _____ Oil & Gas Lease _____ Wind Energy _____ Lease _____ Other _____ | | | | | |
| 2 | Transmission Lines | | ✓ | | | |
| 3 | Hunting Lease | | ✓ | | | |
| 4 | Usage Easement(s) | | | ✓ | | |
| 5 | Cracks, heaving or settling problems | | | ✓ | | |





REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| | | |
|---|--|--|
| C | ACREAGE & DISTANCE | |
| 6 | Nearest Town: <u>Bellevue N.M.</u> Approx. Distance: <u>8 mi.</u> | |
| 7 | Grade School: <u>Same</u> Distance: _____ Middle School: <u>Same</u> Distance: _____ High School: _____ Distance: _____ | |
| Attach all Applicable Lease Agreements | | |
| Additional Comments: _____ | | |
| _____ | | |

| D | MINERAL RIGHTS | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|----------------------------|--|-----|----|-------------|-----|----------|
| | Do any of the following conditions now exist: | | | | | |
| 1 | Mineral Rights Types: _____ % Owned _____ Mineral Rights Types: _____ % Owned _____ | | | | | |
| 2 | Does seller own all mineral rights to the property? | | | ✓ | | |
| 3 | If no, what mineral rights does seller NOT own? <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Hard-rock minerals (Gold, silver, copper & other metals) <input type="checkbox"/> Other | | | | | |
| 4 | If "no", what is the reason that Seller does not own all mineral rights? a. <input type="checkbox"/> United States (US) patent did not convey some/all mineral rights, and therefore, no owner in the chain of title since the US patent ever owned all mineral rights: OR b. <input type="checkbox"/> Mineral rights were severed by Seller or a former owner of the Property (other than the United States government) and <input type="checkbox"/> SOLD or <input type="checkbox"/> LEASED to a third-party. If applicable, Seller shall attach all applicable sales and/or lease agreements within Seller's possession. | | | | | |
| 5 | If applicable and if not otherwise identified in the sales and/or lease agreements attached, identify and add contact information for third-party or parties who/which currently hold mineral rights to the Property: _____ _____ _____ | | | | | |
| Additional Comments: _____ | | | | | | |
| _____ | | | | | | |
| _____ | | | | | | |



REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| E | WATER Do any of the following conditions now exist: | YES | NO | DO NOT KNOW | N/A | COMMENTS |
|--|---|-----|----|----------------|-----|---------------------------|
| 1 | Stock Water | | | | | |
| 2 | Streams | | | | ✓ | |
| 3 | Number Domestic Wells: <u>3</u> Depth: _____ GPM: _____ Type of Power Used: _____ Number Irrigation Wells: _____ Depth: _____ GPM: _____ Type of Power Used: _____ Number Stock Wells: _____ Depth: _____ GPM: _____ Type of Power Used: _____ | | | | | Do not have testing info. |
| 4 | Reservoirs: <input type="checkbox"/> Natural <input type="checkbox"/> Manmade | | | | | |
| 5 | Storage Tanks Type: _____ No. _____ | | | | | |
| 6 | State Permit Numbers for each Well: _____ _____ _____ | | | | | |
| Additional Comments: _____ _____ _____ | | | | | | |

| F | IRRIGATION RIGHTS – If Applicable |
|---|---|
| 1 | Water Assessments: _____ Conservancy District Name: _____ |
| 2 | Acre / Ft Available |
| 3 | Included in the Sale If included with the Property, Irrigation Equipment Type: _____ _____ If "Yes", attach description as Exhibit with Purchase Agreement if Applicable |



REALTORS® ASSOCIATION OF NEW MEXICO **SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020**

| | | |
|---|---|--|
| F | IRRIGATION RIGHTS – If Applicable | |
| 4 | Irrigation Source <input type="checkbox"/> Ditch (Acequia) <input type="checkbox"/> Well Ditch Name: _____ Majordomo Name: _____ Water Association Name: _____ | |
| 5 | Related Fees: \$ _____ Current \$ _____ Transfer Fees (if any) Amounts \$ _____ | |
| 6 | Type of Ditches: <input type="checkbox"/> Earthen: condition: _____ <input type="checkbox"/> Concrete: condition: _____ <input type="checkbox"/> Underground: condition: _____ | |
| SEE RANM FORM 2307 – INFORMATION SHEET WATER RIGHTS | | |
| Additional Comments: _____ _____ _____ | | |

| | | |
|--|--|--|
| G | CROPS AND PASTURES – If Applicable | |
| 1 | Acres: <input type="checkbox"/> Cultivated _____ <input type="checkbox"/> Irrigated _____ <input type="checkbox"/> Non-Irrigated _____ <input type="checkbox"/> Sub-Irrigated _____ Crops: <input type="checkbox"/> Planted _____ <input type="checkbox"/> Native _____ Total Tons _____ Pasture Acres _____ Current Crops _____ _____ | |
| Additional Comments: _____ _____ _____ | | |





REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| H | STOCK – If Applicable | |
|--|---|--|
| 1 | Number: _____ Type: _____ Number: _____ Type: _____ Number: _____ Type: _____ | |
| 2 | Carrying Capacity: _____ _____ _____ | |
| Additional Comments: <u>upper well - provided drinking water for 200+</u> <u>dairy cows & water for bottling plant</u> <u>and dairy barn</u> <u>house well - domestic water for home</u> <u>South well - water for replacement h/ls - 50-60 hd</u> | | |

| I | BUILDINGS AND OTHER STRUCTURES | |
|--|--|--|
| 1 | <input type="checkbox"/> Residential Home is included in the sale <input type="checkbox"/> Attached is the Seller's Property Disclosure – Residential (RANM Form 2301) | |
| 2 | Main House # of Rooms _____ <input type="checkbox"/> Roof _____ <input type="checkbox"/> Foundation _____ <input type="checkbox"/> Basement _____ <input type="checkbox"/> Gas <input type="checkbox"/> Electricity <input type="checkbox"/> Other Utilities _____ # Bathrooms _____ Water System _____ Heat Other Living Quarters _____ | |
| 3 | Approximate age of <input type="checkbox"/> Dwellings _____ <input type="checkbox"/> Barns _____ <input type="checkbox"/> Outbuildings _____ | |
| 4 | Livestock scales _____ | |
| 5 | Fences Type: _____ Miles: _____ Condition of Fence <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor | |
| 6 | Silos: _____ Augers: _____ | |
| 7 | Condition of Improvement _____ _____ _____ | |
| Additional Comments: _____ _____ _____ | | |

Does the Property include an On-Site Liquid Waste System? ☒ Yes ☐ No If "Yes", the transfer of the Property is subject to Regulations of the New Mexico Environment Department governing On-Site Liquid Waste Systems, which require inspection and possible repair. Contact the New Mexico Environment Department for information regarding appropriate inspection forms and requirements. See also RANM Form 2308 Septic System Information Sheet.





REALTORS® ASSOCIATION OF NEW MEXICO SELLER'S PROPERTY DISCLOSURE – FARM AND RANCH – 2020

| J | LESSEE INFORMATION – If Applicable | | | |
|---|------------------------------------|--|-------------------------|----------------|
| 1 | Name of Tenant | | | |
| | Address | | City | State Zip Code |
| | Term of Lease | | Crop or Share Rent | |
| | Number of Acres | | Number of Grazing Units | |
| | Name of Tenant | | | |
| | Address | | City | State Zip Code |
| | Term of Lease | | Crop or Share Rent | |
| | Number of Acres | | Number of Grazing Units | |
| | Additional Comments: | | | |
| | | | | |

K. LEAD BASED PAINT - DISCLOSURE AND INFORMATION REQUIREMENT: If there is a residence on the Property that was constructed prior to 1978, Federal Law and Regulations create specific disclosure and information requirements, which are set forth in RANM Form 5112, Lead-Based Paint Addendum to Purchase Agreement. RANM Form 5112 must be attached to the Purchase Agreement. **The Seller is not permitted to accept a Buyer's offer prior to making the required disclosures and providing the required information.**

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property.

THE BUYER IS ADVISED TO EXERCISE ALL HIS RIGHTS UNDER AND IN ACCORDANCE WITH THE PURCHASE AGREEMENT TO INVESTIGATE AND INSPECT THE PROPERTY.

This form is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER: Seller has a legal duty to disclose material defects in the Property to Buyer. The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's **ACTUAL KNOWLEDGE**.

PLEASE NOTE: THIS IS NOT A CONTRACT

SELLER

Seller [Signature] Date 4/27/2020 Seller _____ Date _____

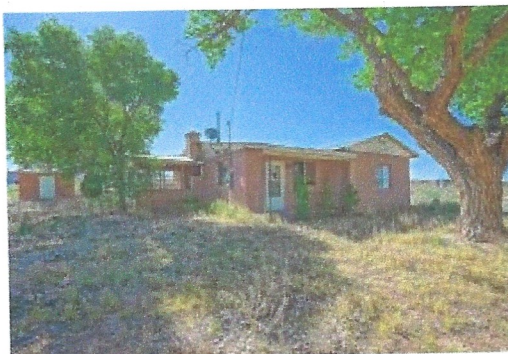
BUYER

Buyer _____ Date _____ Buyer _____ Date _____

966974 Private Detail Report - Residential Closed

1647 HIGHWAY 304, Belen, NM 87002

LP: \$175,000



MLS Area Major: 760 - Rio Communities/Tierra Grande
Zone Atlas: XXX8
Property Sub-Type: Detached
Build Description: Resale
Bedrooms Total: 2
Baths(FTH): 1 (1 0 0)
Stories: 1
Subdivision Name:
Builder Name: Unknown
Direction Faces: West
On Market Date: 04/24/2020
Coming Soon End Date: 04/30/2020
DOM: 237 / **CDOM:** 430
Sign On Property: Yes

Age: 51 - 60
Year Built: 1962
Living Area: 1,192
Living Area Source: Broker
Price/SqFt: 104.87
Lot Size Square Feet: 852,905
Lot Size Acres: 19.58
Lot Size Source: On-Line
Garage Spaces: 0
Elementary School:
Middle School:
High School:
Offsite Built: No

Public Remarks: 19.58 Acres Of Premium Wealth Creating Land Known Previously As The Jersey Gold Dairy Is Finally Available. Each Acre Is Ready Made With Barns, Giant Covered Sheds, Corrals, A Work Shop And Turn Key Potential. The Property Also Boasts A Cozy Adobe Home and 3 Wells Ready For The Right Owner. Surrounding Businesses Offer Everything From Relaxation To Fun With Tinnin Hunt Club And Black's Smuggler Winery. Don't Miss Your Opportunity To Steal This Premium Patch Of Land For Ten's Of Thousand's Below Appraised Value.

LO/SO Remarks: Gate code 1157

| LO/SO Remarks: Gate code 1157 | | | | | | | |
|--|--|--|---------------|-------------------------------|--------------|--|--|
| Interior & Exterior Features | | Room Details | | | | Construction & Utilities | |
| Flooring: Carpet Fireplace: Yes (2) Wood Burning PBR on Main: Yes Primary Bath Desc: None Exterior Features: Back Yard Access; Patio Screened; RV Pad Landscape: Private Pool: No Disability Access: Unknown Guard House/Service: No Garage Type: Other Structures: Barn(s) | | Room Name | Length | Width | Level | Style: | |
| | | Living Room | 13 | 14 | Main | Construction Materials: Adobe; Stucco | |
| | | Kitchen | 9 | 29 | Main | Roof: Pitched; Shingle | |
| | | Primary Bedroom | 13 | 14 | Main | Windows: Sliding | |
| | | Dining Room | 13 | 14 | Main | Laundry Power: Electric Laundry Location: Service Room | |
| | | Bedroom 2 | 13 | 11 | Main | Utilities: Electricity Available | |
| | | Basement: Accessory Dwelling Unit: No Sunroom: Sunroom: No Loft: No | | | | Electric Provider: Public Utility | |
| | | | | | | Heating: Wood Stove | |
| | | | | | | Cooling: None | |
| | | | | | | Water Source: Private Well | |
| | | | | | | Wastewater: Septic Tank | |
| | | | | | | Water Conservation: | |
| | | | | | | Irrigation Source: | |
| | | | | | | Green Energy Generation: | |
| | | | | | | Power Production Ownership: | |
| | | | | | | Green Electric Type: None | |
| | | | | | | Green Certifications: No | |
| | | | | | | HERS: No | |
| Listing & Contract Info | | HOA/PID & Misc Disclosures | | | | County Data | |
| Original List Price: \$215,000 Listing Contract Date: 04/21/2020 Listing Service: Full Service Agreement Type: Exclusive Right To Sell Buyer Exclusion: No Accepting Offer Letters: Yes Finance Considered: Cash; Conventional Trade/Xch Considered: No Possession: Day of Funding Unconditional Comp: 3% Variable Rate Comm: No Seller Assist Ofrd: No | | Association: No | | Association Mandatory: | | County: Valencia | |
| | | Multiple Associations: | | Association Fee: | | Tax Annual Amount: \$585.80 | |
| | | Association Fee | | | | GRT Code: 14-014 | |
| | | Frequency: | | | | Tax Exemption: No | |
| | | Association Name: | | | | Zoning: RR-1 | |
| | | Association Phone: | | | | Flood Zone: X | |
| | | PID: No | | PID Amount/Year: | | Land Lease: No | |
| | | HOA Covers Type: | | | | UPC Code: 1008021380320000000 | |
| | | Hist Prop/Lndmk: No | | | | Short Legal Desc: TRACT II S 20 T 4N R 2E 4.35 | |
| | | Rented: No | | Tenant Stays: | | ACRES MAP 115 | |
| Owner/Broker: No | | NMAR 2100: Yes | | Land Use: | | | |
| FIRPTA: No | | | | | | | |
| LBP Disclosure: Yes | | | | | | | |
| Current Rent/Month: | | | | | | | |
| Showing Info/Requirements | | Listing Office & Broker Info | | | | Sale Info | |
| Owner Name: Owner Phone: Owner Phone 2: Owner Name 2: Occupant Info: Supra Box: Yes Lockbox Serial #: 32881639 Lockbox Location: Front Door Showing Information: See LO/SO Remarks | | Listing Member: Leland R Locke License #: | | | | Status Change Date: 03/04/2021 | |
| | | Phone: | | | | Listing Contract Date: 04/21/2020 | |
| | | Email: | | | | Pending Date: 12/23/2020 | |
| | | Listing Office: R1 Commercial RCOM01 | | | | Estimated Closing Date: 03/01/2021 | |
| | | Office Phone: 505-883-9400 Fax: | | | | Closing Date: 03/02/2021 | |
| | | Point of Contact Name: Leland R Locke | | | | Closing Price: \$125,000 | |
| | | Point of Contact Number: 505-514-2430 | | | | How Sold: Conventional | |
| | | QB Name: Michael J Glass QB License #: 18784 | | | | Concessions: Concessions: No | |
| | | Co-listing Member: Locke Real Estate Partners | | | | Selling Office: Cobra Investment Company | |
| | | | | | | | |

11/11/25, 1:11 PM

flexmls Web

Showing Requirements: Schedule via ShowingTime

lelandtherealtormm@gmail.com

505-514-2430

Co-listing Office: [R1 Commercial](#)

Selling Member: [James A. Jaramillo](#)

Directions: From I-25, take Exit 190 to Belen, turn right onto NM-116S and go about 5.5 miles, turn left onto NM-346E, turn left onto NM-304N, property is 1 mile down on the right.

This information is being provided for historic valuation and is not and shall not be used as an offer of compensation.

Some of the information contained herein has been provided by Southwest Multiple Listing Service, Inc. (SWMLS). This information may have been automatically compiled from a variety of sources and it is deemed to be reliable, but is not guaranteed and has not been independently verified by SWMLS or any broker. The information is intended for Broker's use (in accordance with all SWMLS rules and regulations), as well as consumer's personal, non-commercial use and may not be used for any purpose other than identifying properties which consumers may be interested in purchasing. Prepared by James A. Jaramillo on Tuesday, November 11, 2025 1:11 PM. Please be advised audio or video surveillance equipment may be in use.

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

ACTION OF STATE ENGINEER

This application is approved for the use indicated, subject to all general conditions and to specific conditions listed above.

Witness my hand and seal this 13 day of Jan A.D., 2021

John R. D. Antonio, Jr., P.E., State Engineer

By LORRIE M. GALLEGOS

Trn Desc: RG 99258 POD1
Log Due Date: _____
Form: wr-01

File Number: RG 99258
Trn Number: 685453

NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES

GENERAL CONDITIONS OF APPROVAL (Continued)

- 17-R The State Engineer shall supply a well identification tag for the well driller to firmly affix to the well casing or cap with a steel band upon completion in accordance with Subsection M of 19.27.4.29 NMAC.
The permit holder is responsible for maintaining the well identification tag.

Well Tag(s) associated with this permit:
108CA

SPECIFIC CONDITIONS OF APPROVAL

- 17-14 This permit authorizes the diversion of water for watering livestock. The total diversion of water under this permit shall not exceed 3.000 acre-feet per year.
- 17-18 Any diversion of water made in excess of the authorized maximum diversion amount shall be repaid with twice the amount of the over-diversion during the following calendar year. Repayment shall be made by either:
(a) reducing the diversion from the well that is the source of the over-diversion; or (b) acquiring or leasing a valid, existing consumptive use water right in an amount equal to the repayment amount and
submitting a plan for the proposed repayment during the following year to the State Engineer for approval.

SEE GENERAL CONDITIONS OF APPROVAL

**NEW MEXICO STATE ENGINEER OFFICE
APPLICATION FOR PERMIT TO USE UNDERGROUND WATERS
IN ACCORDANCE WITH SECTION 72-12-1 NEW MEXICO STATUTES**