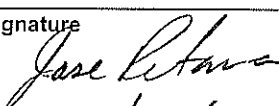


CONSERVATION PROGRAM CONTRACT

Participant: JOSE RETANA	Program and Contract Number: CSP 2018 818C30220AX
County and State: HIDALGO County, NM	Subaccount: Agland-Classic-BFR
Watershed: Tenmile Canyon	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2026

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- The participant(s) agree:
 - to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone JOSE RETANA 48 LEE TREVINO DR LORDSBURG, NM 88045 (575) 574-2257	SSN or TAX ID if applicable *****7948
Signature 	Payment Shares 100.00%
Date 5/24/22	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2022	2023	2024	2025	2026						Total
\$3,009	\$8,893 ¹	\$62,699 ¹	\$62,699 ¹	\$62,700 ¹						\$200,000
										\$200,000

¹Based on availability of funding.

CONSERVATION PROGRAM CONTRACT

Participant: JOSE RETANA	Program and Contract Number: CSP 2018 818C30220AX
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6. NRCS APPROVING OFFICIALS

Application Approval MATTHEW WISEMAN USDA electronic signature; manual signature not required. Date: 5/20/2022	Contract Obligation ADRIAN TAFOYA USDA electronic signature; manual signature not required. Date: 6/2/2022
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PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

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U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

General Contract Provisions

1. DEFINITIONS

- A. The following definitions are applicable to the Conservation Program Contract (CPC) entered into under the program identified in the program-specific section of this appendix. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the regulations governing the applicable program.
- i. Contract or CPC.—The program documents, including Form NRCS-CPA-1202, "Conservation Program Contract"; the Appendix to Form NRCS-CPA-1202; Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations"; Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of a Contract"; and Form NRCS-CPA-152, "CPC Transfer Agreement." The contract sets forth the terms and conditions for program participation for the program identified in this Appendix.
 - ii. The Natural Resources Conservation Service or NRCS.—An agency of the United States Department of Agriculture (USDA). NRCS is administering this contract on behalf of the Commodity Credit Corporation (CCC). Therefore, where this contract refers to "CCC", NRCS may act on its behalf for the purposes of administering this contract.
 - iii. Participant.—A person, legal entity, joint operation, Indian tribe that is a producer, or other eligible party who has applied for participation in the program, has been selected as eligible for participation, and who has entered into this contract as responsible for implementing its terms and conditions. Any participant that will receive any share of a payment made for the implementation of this contract must be a signatory on the contract and eligible for such payment. Any participant on the contract may approve payment applications for the contract unless signatory is specifically not granted or assigned on the Contract Forms NRCS-CPA-1202 or NRCS-CPA-152.

2. ELIGIBILITY REQUIREMENTS

- A. The participant must, upon request, provide evidence to NRCS demonstrating that such participant controls the land during the contract period. By signing this contract, the participant certifies that such participant will control the land subject to the contract for the contract period.
- B. Land otherwise eligible for the applicable program shall not be eligible, except as agreed otherwise, in writing, by NRCS, if the land is subject to a deed or other restriction prohibiting the production of agricultural commodities or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to produce such commodities on the land during the same time as the land would be enrolled in the program. By offering land for enrollment, the participant certifies as a condition for payment that no such restrictions apply to the subject land.
- C. The participant shall not be eligible for payments for implementation of conservation practices or activities that the participant is required to implement to address non-compliance with 7 CFR Part 12, "Highly Erodible Land and Wetland Conservation." Contract payment will not be delayed for conservation practices or activities completed while in noncompliance with 7 CFR Part 12 or for the purpose of circumventing the payment eligibility requirements set forth in 7 CFR Part 12.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

3. AGREEMENT

- A. The participant agrees to—
- i. Enroll eligible land into the program for the period of time as specified on Form NRCS-CPA-1202 beginning on the date this contract is executed by NRCS;
 - ii. Comply with the terms and conditions of this contract;
 - iii. Establish, maintain, and replace, as specified in this contract, the conservation practices or activities agreed to in Form NRCS-CPA-1155 and, if applicable, Form NRCS-CPA-1156;
 - iv. Complete a conservation practice or activity within the first 12 months of the contract. NRCS may extend the timeframe for completion if NRCS determines that the participant is unable to complete the conservation practice or activity for reasons beyond their control.
 - v. Install conservation practices and activities according to the implementation requirements, designs, constructions plans, or other documents in order to meet the applicable NRCS technical criteria, and if not in possession of such information, contact your local office before installing your conservation practices and activities
 - vi. Obtain the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices or activities in accordance with applicable laws and regulations;
 - vii. Discontinue implementation and notify NRCS immediately if during the construction of any conservation practice or activity a previously unknown, unexpected, or unidentified endangered species, archeological, cultural, or historical site is encountered or the prescribed conditions for mitigation purposes have changed;
 - viii. Not undertake any action on land under the participant's control which tends to defeat the purposes of this contract, as determined by NRCS;
 - ix. Not start any financially-assisted conservation practice or activity before this contract is executed by NRCS, unless NRCS approves a waiver;
 - x. Complete and file Form CCC-902, "Farm Operating Plan," and as needed Form CCC-901, "Member's Information," as required by USDA under 7 CFR Part 1400, "Payment Limitation and Payment Eligibility." participants also agree to maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.
 - xi. File forms required by NRCS for applicable payment limitation determinations.
 - xii. File Form CCC-941, "Average AGI Certification and Consent to Disclosure of Tax Information," required by USDA for Adjusted Gross Income (AGI) determinations.
 - xiii. Provide to NRCS, upon request, completed Form NRCS-CPA-1257 "Landowner Concurrence for Structural or Vegetative Activities," or other written concurrence from the landowner that identifies the participant has authority to install structural or vegetative

U. S. DEPARTMENT OF AGRICULTURE
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- conservation practices or activities.
- xiv. File Form NRCS-CPA-1245, "Practice Approval and Payment Application," upon completion of a contracted conservation practice or activity, in order to receive payment.
 - xv. Retain all records, including receipts, as proof of completion and payments, and other documents related to this contract for a period of three (3) full years after completion of the terms of this contract, and give to the NRCS, the Office of the Inspector General or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract; and
 - xvi. Allow access to the land under contract to the NRCS representative, or its representative, for monitoring progress on this contract. NRCS shall provide reasonable notification to the participant prior to entering the land under contract.
 - xvii. Not engage the services of a certified technical service provider (TSP) before this contract is executed by NRCS. If interested in obtaining funds for TSP services, the participant must make a request to NRCS. NRCS will determine if funds are available for TSP services and will work with the participant to modify the contract accordingly. Under no circumstances will NRCS reimburse participants for TSP services obtained prior to approval of such reimbursement under the contract. The participant must submit invoices from the certified TSP for the work performed and any other documentation needed for NRCS to determine the technical services were completed in accordance with NRCS requirements. The participant is responsible for ensuring that the TSP services meet program requirements. NRCS may seek repayment of any TSP payments made to the participant if NRCS terminates this contract, as provided under paragraphs 6 and 7 of this Appendix.
 - xviii. Conduct business with NRCS employees and representatives in a respectful manner and ensure safety of NRCS employees and representatives while on site.
- B. NRCS agrees, subject to the availability of funds, to:
- i. Approve payment to the participant for completing an eligible conservation practice or activity as scheduled in Forms NRCS-CPA-1155 or NRCS-CPA-1156, if applicable, as described herein. This contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, "Prompt Payment," and is governed by the terms set forth herein.
 - ii. Approve payments based on the actual extent of the conservation practice or activity implemented. NRCS will approve payments based on the payment rate and extent agreed to in Forms NRCS-CPA-1155 or NRCS-CPA-1156. NRCS will only approve payments for conservation practices or activities the participant completes within the contract period of performance and that meet or exceed the requirements described in the NRCS standards and specifications, designs, job sheets or guide sheets;
 - iii. Approve payments submitted on Form NRCS-CPA-1245 based upon the shares to which the parties have agreed as set forth on Form NRCS-CPA-1202.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

4. PERIOD OF PERFORMANCE

This contract is effective when signed by the participant and executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the contract as indicated on the Forms NRCS-CPA-1202 or NRCS-CPA-152 and shall not exceed the maximum length authorized for the program. All required participants must sign this contract within the timeframe established by NRCS. In the event that a statute is enacted during the period of this contract which would materially change the terms and conditions of this contract, the NRCS may require the participant to either modify this contract consistent with the provisions of such statute or agree to contract termination.

5. CONTRACT CORRECTION, MODIFICATION, AND TRANSFER

- A. **Contract Correction.**—NRCS reserves the right to correct all errors in entering data or the results of computations in this contract. If the participant does not agree to such corrections, NRCS shall terminate the contract.
- B. **Contract Modification.**—NRCS and the participant may agree to modify this contract upon determination and approval of NRCS that the modification is consistent with the purposes of the program and is in the public interest. Any participant on the contract may approve modifications for the contract on behalf of all participants unless such signature authority is specifically denied on Form NRCS-CPA-1202.
- C. **Contract Transfer:**
- i. The participant must provide written notice to NRCS within 60 days of any voluntary or involuntary loss of control of any acreage under the contract, including changes in a participant's ownership structure or corporate form. NRCS will terminate the contract, if timely notice is not provided, if an eligible producer is not identified in the notice, or if the new producer is not approved by NRCS to accept the terms and conditions of the contract.
 - ii. NRCS may approve a transfer of the contract if the new producer meets the program eligibility requirements within a reasonable time frame as determined by NRCS, the new producer agrees to assume the rights and responsibilities for the acreage under the contract, and NRCS determines that the purposes of the program will continue to be met.
 - iii. Until NRCS approves the transfer of contract rights, a new producer is not a participant and may not receive payment for conservation practices or activities commenced prior to approval of the contract transfer. When NRCS approves a contract transfer, the transferee accepts all rights and responsibilities, including the right to payment for activities and practices implemented on the transferred land.

6. CONTRACT VIOLATION AND TERMINATION

- A. If a participant fails to carry out the terms and conditions of this contract NRCS may terminate this contract. NRCS may require the participant to refund payments received under this contract, or if not terminated, require the participant to accept such adjustments in subsequent payments as are determined to be appropriate by NRCS.

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- B. NRCS may terminate this contract, in whole or in part, without liability, if NRCS determines that continued operation of this contract will result in the violation of a statute or regulation.
- C. NRCS and the participant may agree to terminate this contract if NRCS determines that the termination is in the public interest.
- D. NRCS may determine that a participant is not in violation of the contract for failure to comply with the contract if the circumstances for failing to comply were beyond the control of the participant, including a disaster or related condition, as determined by the NRCS.
- E. The contract terminates upon death of the participant unless the estate or other successor of the deceased participant, as determined by NRCS, assumes responsibility for the contract and meets applicable eligibility requirements in accordance with paragraph 5 above. NRCS may transfer the contract to the estate or deceased participant successor by completing Form NRCS-CPA-152. The transfer agreement is not in effect until approved by NRCS. NRCS will issue payment and approve transfers in accordance with guidance provided in applicable provisions of 7 CFR Parts 707, "Payments Due Persons Who Have Died, Disappeared, or Have Been Declared Incompetent," and 1400 as determined by NRCS. If the estate or authorized representative is identified by operation of State law, in a court-approved document, or a will, the estate or other authorized representative will be considered as appointed by the participant under the terms of the contract appendix. The term "estate representative" also refers to the heirs where the operation of law does not require the establishment of a formal estate.

7. PAYMENT COLLECTION AND RECOVERY OF COST

- A. Collection of amounts due from a participant for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 3 "Debt Management." NRCS will notify the participant and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.
- B. In the event a participant violates the terms of this contract, the participant voluntarily terminates this contract before any contractual payments have been made, or this contract is terminated with cause by NRCS, NRCS will incur substantial costs in administering this contract which may not be possible to quantify with certainty. The participant agrees to pay, at the time of termination, liquidated damages in an amount equal to 10 percent of the total financial assistance obligated to the participant in this contract. The liquidated damage payment is for recovery of administrative costs and technical services and is not a penalty.

8. OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES OR ACTIVITIES (O&M AGREEMENT)

The participant agrees to operate and maintain (O&M) all conservation practices or activities included within this contract. The participant's O&M responsibilities begin when they complete the conservation practice or activity, as determined by NRCS, and shall continue through the end of the practice or activity lifespan. Failure to carry out O&M may result in NRCS terminating this contract.

9. PROVISIONS RELATING TO TENANTS AND LANDLORDS

J.R.

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No payment will be approved for the current year if NRCS determines that any of the following conditions exist:

- A. The landlord or operator has not given the tenants that have an interest in the agricultural operation covered by the contract, or that have a lease that runs through the contract term at the time of sign up, an opportunity to participate in the benefits of the program.
- B. The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded and no further payments shall be made.

10. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all conservation program contracts. The provisions of this paragraph of the Appendix shall be applicable in addition to any other criminal and civil fraud statutes.

11. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

- A. The participant may appeal an adverse decision under this contract in accordance with the appeal procedures set forth at 7 CFR Part 11, "National Appeals Division," Subpart A, and part 614, "NRCS Appeal Procedures." Pending the resolution of an appeal, no payments shall be made under this contract. Before a participant seeks judicial review, the participant must exhaust all appeal rights granted within these regulations.
- B. The participant may also request equitable relief as provided under 7 U.S.C. 7996, "Equitable Relief from Ineligibility for Loans, Payments, or Other Benefits," and 7 CFR Part 635 "Equitable Relief from Ineligibility."

12. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this contract, the participant certifies that the participant will comply with the requirements of 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR 421, "Requirements for Drug-Free Workplace (Financial Assistance)." If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this contract or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

13. CIVIL RIGHTS REQUIREMENTS

The participant agrees to follow proper rules and regulations in accordance with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendment, 1972; Section 504 Rehabilitation Act, 1973; Age Discrimination Act, 1975; and all other departmental rules and regulations, enforcing nondiscrimination in program delivery.

February 2021

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J.R.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
APPENDIX TO FORM NRCS-CPA-1202, "CONSERVATION PROGRAM CONTRACT"

Conservation Stewardship Program (CSP) Provisions which includes CSP contracts enrolled under the Regional Conservation Partnership Program (RCPP-CSP)

1. GENERAL TERMS

- A. The regulations in 7 CFR Part 1470 and any other applicable regulations are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B. In addition to the documents identified in the general provisions, the contract also incorporates the following documents, to which the participant is bound:
 - i. Conservation Assessment Ranking Tool (CART) reports
 - ii. Conservation Stewardship Plan and plan maps
- C. At the end of the initial 5-year contract period, NRCS may allow the producer to renew the contract in accordance with applicable program requirements at the time of contract renewal.
- D. The term "Agricultural Operation" as used in this Appendix also includes nonindustrial private forest land (NIPF) components of an operation.

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. Participants must be the operator, owner, or other tenant of an agricultural operation in the Farm Service Agency (FSA) farm records management system and have effective control of the land for the contract period.
- B. Participants must demonstrate to the satisfaction of NRCS that they share in the risk of producing a crop; share in the crop available for marketing from the farm; and participate in the daily management, administration, and performance of the operation for the land included in the contract.
- C. Participants must be in compliance with the highly erodible land and wetland conservation provisions found in 7 CFR Part 12.
- D. Participants must comply with adjusted gross income provisions found at 7 CFR Part 1400.
- E. Participants must supply information, as required by NRCS, to determine eligibility for CSP.
- F. The participant is not eligible for contract payments for the design, construction, or maintenance of animal waste storage or treatment facilities or associated waste transport devices for animal feeding operations.
- G. Land used for crop production after December 20, 2018, that had not been planted, considered to be planted, or devoted to crop production for at least 4 of the 6 years preceding this date shall not be eligible for any payment under the program, unless the land does not meet the requirement because:
 - i. The land had previously been enrolled in the Conservation Reserve Program (CRP);

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- ii. The land has been maintained using long-term crop rotation practices, as determined by NRCS; or
- iii. The land is incidental land needed for efficient operation of the farm or ranch, as determined by NRCS.

3. AGREEMENT

The participant agrees to—

- i. Maintain for the life of the contract at least the level of existing conservation performance identified at the time NRCS executes the contract. NRCS determines existing conservation performance through the CART assessment as documented in the CART reports incorporated into the contract herein;
- ii. Notify NRCS within 30 days of any contract acres accepted for enrollment in the Conservation Reserve Program, into a Wetland Reserve Easement through the Agricultural Conservation Easement Program, or into another Federal or State program that offers greater natural resource protection, as determined by NRCS. NRCS must remove these acres from the contract. Participants will not be subject to liquidated damages or refund of payments received for enrolling land in these programs. However, NRCS will evaluate whether the removal of these acres allows the participant to continue to meet the CSP requirements or if this action warrants termination of the contract.
- iii. Accept applicable program contract and payment limits as found in Subchapter B of Chapter 4 of the Food Security Act of 1985, 7 CFR part 1400, program regulations at 7 CFR part 1470, and this Appendix:

The participant, if a person or legal entity, hereby agrees that the total amount of all CSP payments received, directly or indirectly, do not in the aggregate exceed \$200,000 for all CSP contracts entered into during fiscal years 2019 through 2023, regardless of the number of contracts entered into under the CSP by the person or legal entity. Any CSP contract entered into with a person or legal entity will be limited to \$200,000 over the term of the 5-year contract period. Any CSP contract entered into with a joint operation will be limited to \$400,000 over the term of the 5-year contract period. Indian tribes are excluded from payment and contract limits. Payments received in excess of these limits are subject to refund to NRCS.

4. PERIOD OF PERFORMANCE

- A. This contract shall have a term not to exceed 5 years from the date of contract execution as indicated on the Form NRCS-CPA-1202.
- B. For CSP Renewal Contracts, the period of performance begins the day after the initial contract expires.

5. PAYMENTS

- A. Subject to the availability of funds, NRCS will make payment at the rate specified in this contract, with consideration to person or legal entity payment limits as described in 3(ii), after NRCS determines that the participant completed scheduled conservation practices and activities

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in accordance with the conservation stewardship plan and appropriate NRCS standards and specifications or job sheets.

- B. NRCS will provide annual payments to compensate a participant for improving, managing, and maintaining existing conservation practices or activities that increase or extend the conservation benefits in place at the time NRCS executes the contract and for installing and adopting additional conservation practices or activities as scheduled on Form NRCS-CPA-1155 or Form NRCS-CPA-1156. The annual payment is comprised of both an existing activity payment and an additional activity payment. NRCS will approve annual payments as soon as practical after October 1 each year for conservation practices and activities managed, maintained, or implemented in the previous fiscal year.
- i. Existing activity payment (EAP)
 - The EAP is specific to the participant's operation and is based on the land uses included in the contract and NRCS's assessment of the participant's existing stewardship.
 - Participants may earn equal annual payments for the EAP each year of the contract.
 - ii. Additional activity payment (AAP)
 - Participants may earn payment for additional conservation practices and activities based on the payment rate and the actual extent of the conservation practice or activity the participant implements, as approved by NRCS, and documented on Form NRCS-CPA-1245.
- C. NRCS may provide a supplemental payment to a participant receiving annual payments who also adopts or improves a resource conserving crop rotation on cropland or who adopts advanced grazing management on range or pastureland.
- D. The NRCS will delay CSP payment until NRCS receives confirmation that any CRP payments have ceased for those lands that are enrolled in CSP.
- E. The NRCS may make a minimum contract payment of \$1,500 to the participant in any fiscal year that a contract's payment amount total is less than \$1,500. NRCS will not apply a minimum contract payment of \$1500 to a contract for newly acquired land that is part of an operation which is under an active CSP contract.
- F. NRCS verifies person, legal entity, or joint operation payment limitations during the payment process. Payment amounts may change prior to payment approval to enforce the direct and indirect payment limitations. Contract payment amounts will not increase after contract approval due to restructuring of the agricultural operation, including but not limited to, creating new joint operations that may assume contract responsibilities.
- 6. OPERATION AND MAINTENANCE OF CONSERVATION ACTIVITIES (O&M AGREEMENT)**
- A. The participant must continue to operate and maintain existing conservation activities to at least the level of conservation performance identified at the time of contract execution, including all conservation activities as documented in the CART reports, for the contract period.

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
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B. The participant is responsible for costs associated with O&M of new and existing conservation practices or activities.

7. CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT

- A. NRCS may approve certain limited changes in the operation, including—
 - i. Removing contract acres the participant enrolls in CRP, ACEP-WRE, or other Federal or State program as described in paragraph 3(ii) under "Agreement" above. NRCS may reduce payments to reflect the modified acreage and performance.
 - ii. Allowing the participant, based on their request, to take land out of production or to convert land to a different land use when the participant continues to have effective control of the land.
 - iii. Allowing the participant to substitute conservation practices or activities, provided that such revisions are within the general scope of the contract and the resulting conservation performance is equal to or greater than the level of conservation performance agreed to at the time of enrollment.
- B. Contract modifications shall not increase the scheduled annual payments under the program, except to make minor adjustments to a conservation practice or activity, as approved by NRCS.
- C. Contracts transferred from an individual or entity to a joint operation will retain the original contract limit as described in paragraph 5F, under "Payment" above.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by participants by signing this Appendix may subject the participants to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this Appendix.

Joe Roberts Date 5/24/22

NOTE: This information collection is exempted from the Paperwork Reduction Act. The provisions of appropriate criminal and civil fraud, privacy and confidentiality, and other statutes may be applicable to the information provided.

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Natural Resources Conservation Service

Prescribed Grazing

Prescribed Grazing Schedule Job Sheet 528(6)

March 2011

Client/Operating Unit: Jose Retana
 Farm/Ranch Location: Lordsburg
 Program: CSP 2022

Tract: 645.646.647
 County: Hidalgo
 Contract Item #: 818C30220AX

SWCD/HU Code: 703.786.7
 Farm No.: 703.786.7
 Animal Units on Hand: Cow/calf

Date Planned: 4/18/22
 Planned Installation Date: 2023
 Planned Animal Units: 60
 Kind and Estimated Number of Wildlife:

Type of enterprise (Cow/Calf, Stock, or Combination, Stock and Wildlife):

Year: 2022
 Year: 2023
 Year: 2024

Grazing units & kinds of forage	Acreage	Total AUM's Available	Month														
			J	F	M	A	M	J	J	A	S	O	N	D			
Pasture 1	5,570	60															
Pasture 2	2,322	60															
Pasture 3	2,589	60															
Pasture 4	1,880	60															
Pasture 5	1,842	60															

Period of Grazing: Shown by Cross Hatching
 Operations and Maintenance: Prescribed Grazing will be carried out on a continuing basis, making adjustments as needed to ensure that the concept and objectives of its application are met.

Short-term and long-term monitoring of pastures should be done in order to adjust grazing prescriptions in a timely manner. Update, adjust and use information in the Livestock Forage and Feed Worksheet, Guide for Determining Apparent Trend, Proper Grazing Use and Prescribed Grazing Schedule, Conservation Practice Sheets-528 (3-7), in order to assure proper grazing use.

I agree to install this practice as designed and planned.
 This practice is designed and planned according to NRCS NM Standards and Specifications.
 This practice was installed and maintained in accordance with this job sheet.

Client: Jose Retana Date: 4/19/2022
 Conservationist: _____ Date: _____
 Certified by: _____ Date: _____



Natural Resources Conservation Service

Prescribed Grazing

Prescribed Grazing Schedule Job Sheet 528(6)

Client/Operating Unit: Jose Retana
 Farm/Ranch Location: Lordsburg
 Program: CSP 2022
 Type of enterprise (Cow/Calf, Stock, or Combination, Stock and Wildlife):

Tract: 645.646.647
 County: Hidalgo
 Contract Item #: 818C30220AX

SWCD/HU Code: 703.786.7
 Farm No.: 703.786.7
 Animal Units on Hand: Cow/calf

Date Planned: 4/18/22
 Planned Installation Date: 2023
 Planned Animal Units: 60
 Kind and Estimated Number of Wildlife:

Grazing units & kinds of forage	Acres	Total AUM's Available	Year: <u>2025</u>												Year: <u>2026</u>											
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Pasture 1	5,570	60	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30		
Pasture 2	2,322	60	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30		
Pasture 3	2,589	60	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30		
Pasture 4	1,880	60	- Deferment												- Deferment											
Pasture 5	1,840	60	- Deferment												- Deferment											

Period of Grazing: Shown by Cross Hatching
 Operations and Maintenance: Prescribed Grazing will be carried out on a continuing basis, making adjustments as needed to ensure that the concept and objectives of its application are met.

Short-term and long-term monitoring of pastures should be done in order to adjust grazing prescriptions in a timely manner. Update, adjust and use information in the Livestock Forage and Feed Worksheet, Guide for Determining Apparent Trend, Proper Grazing Use and Prescribed Grazing Schedule, Conservation Practice Sheets-528 (3-7), in order to assure proper grazing use.

I agree to install this practice as designed and planned.
 This practice is designed and planned according to NRCS NM Standards and Specifications.
 This practice was installed and maintained in accordance with this job sheet.

Client: Jose Retana Date: 4/19/2022
 Conservationist: _____ Date: _____
 Certified by: _____ Date: _____

Warranty Deed (JOINT TENANT)

JAMES S. WORTHAN and PATRICIA A. WORTHAN, Husband and Wife

PO Box 758

Lordsburg, New Mexico 88045

....., for consideration paid, grant..... to

JOSE RETANA and ANGELICA C. RETANA, Husband and Wife

the following described real estate in Hidalgo County New Mexico:

TRACT F

From a point along the north line of the south half of the north half of Section 20, T.22S., R.18W., of the M.M.P.M. in Hidalgo County, New Mexico, which point is 1300.48 feet east of the northwest corner of the south half of the north half of said Section 20, which point is the northwest corner of this tract; THENCE S.89°51'50"E., along the north line of the S1/2N1/2 of said Section 20, a distance of 2982.0 feet to the northeast corner of this tract; THENCE S0°44'E., along the west line of Tract B, a distance of 121.80 feet to a corner of this tract; THENCE East 94.0 feet to a corner of this tract; THENCE S.0°44'E., along the west line of said Tract B, a distance of 721.18 feet to a point which is the southeast corner of this tract; THENCE west 1148.18 feet to a corner of this tract; THENCE S.30°00'W., along the perimeter of Glen Acres Subdivision, a distance of 230.0 feet to a corner of this tract; THENCE west, along the perimeter of said Glen Acres Subdivision, a distance of 1074.00 feet to corner "A" of this tract; THENCE N.0°13'50"W., a distance of 199.18 feet to corner "B" of this tract; THENCE west a distance of 745.45 feet to the southwest corner of this tract; THENCE N.0°13'50"W., a distance of 849.84 feet back to the point of beginning. This tract is subject to a 20' x 199.18' access easement located between corner "A" and corner "B".



DEEDS PROGS: 1
COUNTY OF HIDALGO)
STATE OF NEW MEXICO) ss

I Herby Certify That This Instrument Was Filed for Record On The 10TH Day Of October, 2017 at 01:33:03 PM And Was Duly Recorded as Instrument # 20170629 Of The Records Of Hidalgo

Witness My Hand And Seal Of Office Melissa K. De La Garza Deputy/County Clerk, Lordsburg, NM

Subject to the 2013 property taxes, and thereafter. Subject to all easements, exceptions, reservations and restrictions of record.

with warranty covenants.

WITNESS OUR hand, s. and seal s. this 25th day of July 20 13
James S. Worthan (SEAL) *Patricia A. Worthan* (SEAL)
James S. Worthan Patricia A. Worthan
..... (SEAL) (SEAL)
..... (SEAL) (SEAL)

ACKNOWLEDGMENT

STATE OF NEW MEXICO, } ss.
County of Hidalgo }
The foregoing instrument was acknowledged before me this 25th day of July 20 13
by JAMES S. WORTHAN and PATRICIA A. WORTHAN, Husband and Wife

My commission expires: 06/05/2014 *Marilyn A. Sullivan* Notary Public

STATE OF NEW MEXICO, County of, ss. I hereby certify that this instrument was filed for record on the day of 20, at o'clockM., and duly recorded in Book....., Page....., of the Records of said county.

By Deputy County Clerk

EE: \$2.50 PER \$1,000.00
 UP TO \$15,000.00
 \$.75 PER \$1,000.00
 OVER \$15,000.00

CONSTRUCTION INDUSTRIES DIVISION • BUILDING PERMIT SECTION
 Bataan Memorial Building • Santa Fe, NM 87503
 (Telephone: 827-6263)

USE
 BLACK INK
 ONLY

APPLICATION for STATE BUILDING PERMIT

GENERAL CONSTRUCTION USE ONLY

ISSUED SEP 17 1989	PROCESSED BY <i>Aret</i>	FEE \$ <u>211.32</u>	PERMIT NUMBER <u>892621</u>
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DESCRIPTION of WORK (Use Black Ink Only)

- New Construction
- Addition
- Alteration/Repair
- Demolition

VALUATION
 \$ 1,46144⁰⁷

TWO SETS of Plans/drawings must be submitted.
 (Foundation Plan, Floor Plan and Cross Sections)

CONSTRUCTION MATERIAL

<i>Frame Stucco</i>	Number of Square Feet <u>4153</u>
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SPECIFIC USE of BUILDING (Apartment, School, Residence, etc.)

Residence

BUILDING ADDRESS

No. & Street/PO Box/R. Rt. <i>Glen acres Sub division</i>		
CITY (Nearest) <i>Lordsburg</i>		COUNTY <i>Hidalgo</i>
SUBDIVISION	LOT. NO.	BLK. NO.

DIRECTIONS to BUILDING SITE

*The property is all the land
 North of Lee travinost. 1 mile
 west of Duncan hwy on the
 North side of Lordsburg*

5 1/2 NE 1/4 Sec 26 T22 R-18

TYPE of CONSTRUCTION I, II, III, IV, FR, 1 hr., HT
 OCCUPANCY GROUP A E I H B M
 DIVISION 1 2 2.1 3 4 5

OFFICE USE ONLY

I hereby acknowledge that I have read this application and state that the above is correct. I agree to comply with the requirements of the NEW MEXICO UNIFORM BUILDING CODE. I waive my right to require the Inspector to possess a search warrant before he enters the premises to inspect the building covered by this permit, however, I waive this right only on the following conditions: The Inspector must be approved by the General Construction Bureau, the inspection must be made at reasonable times for the purpose of determining whether the work or building or structure on the premises complies with the NEW MEXICO UNIFORM BUILDING CODE. I understand that the issuance of this permit shall not prevent the General Construction Bureau from requiring compliance with the provisions of the NEW MEXICO UNIFORM BUILDING CODE.

OWNER'S/CONTRACTOR'S SIGNATURE <i>David J DeBosk</i>	TELEPHONE NUMBER <u>538 9725</u>
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OWNER'S NAME (Print Only) <i>James S Worthan</i>	ADDRESS - No. & Street/PO Box/R. Rt. <i>PO Box 758</i>	City <i>Lordsburg</i>	State <i>NM</i>	ZIP code <i>88045</i>
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CONTRACTOR'S NAME (Print Only) <i>David J DeBosk</i>	STATE LICENSE NO. <u>20416</u>
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ADDRESS - No. & Street/PO Box/R. Rt. <i>PO 2823</i>	City <i>SILVER CHY</i>	State <i>NM</i>	ZIP code <i>88062</i>	TELEPHONE NUMBER <i>538 9725</i>
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ARCHITECT/ENGINEER'S NAME (Print Only)	STATE LICENSE NO.
--	-------------------

ADDRESS - No. & Street/PO Box/R. Rt.	City	State	ZIP Code	TELEPHONE NUMBER
--------------------------------------	------	-------	----------	------------------

AFFIDAVIT BY OWNER/BUILDER: I, the undersigned, do hereby certify that I/we shall hire only licensed contractors on this project, or will furnish the General Construction Bureau with withholding numbers both State and Federal if I/we hire persons on a payroll. Payroll records will be kept and made available for inspection by the Bureau.

I/we James S and Patty A. certify that I/we shall hire only licensed contractors on this project, or will furnish the General Construction Bureau with withholding numbers both State and Federal if I/we hire persons on a payroll. Payroll records will be kept and made available for inspection by the Bureau.

sworn to before me this 31st day of August, 1989
Sily A. Duran

OWNER'S SIGNATURE
James S Worthan Patricia A. W.
Attachment 8

