

**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**November 1, 2023**  
**9:00 A.M.**

**For Public View**  
**Do Not Remove**





## ***Torrance County***

BOARD OF COUNTY COMMISSIONERS (BCC)

**Ryan Schwebach**, Chair, District 2

**Kevin McCall**, Vice Chair, District 1

**Samuel D. Schropp**, Member, District 3

**Janice Y. Barela**, County Manager

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The meeting will be available via Zoom and the link may be found on the County's website [www.torrancecountynm.org/calendar](http://www.torrancecountynm.org/calendar). Click on the event to access Zoom Meeting information.

### **ADMINISTRATIVE MEETING AGENDA**

**WEDNESDAY, November 8, 2023 @ 9:00 AM**  
**205 S. Ninth Street, Estancia, NM 87016**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
  - A. MAINTENANCE:** Employee Service Year Pin: Dominic Romero (2)
  - B. FIRE:** Employee Service Year Pin: Felicia Braman-Mahan (2)
  - C. MANAGER:** Employee Service Year Pin: Samantha O'Dell (2)
  - D. ASSESSOR:** Employee Service Pin: Helen Gutierrez (2)
  - E. ASSESSOR:** Employee Service Pin: Crystal Gracia (10)
  - F. DISPATCH:** Employee Service Year Pin: Ben Daugherty (20)
  - G. MANAGER:** Employee of the Quarter: Arely Cuevas
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**



**8. APPROVAL OF MINUTES**

**A. COMMISSION:** Request approval of minutes of the October 25, 2023 Regular Meeting of the Board of County Commissioners.

**9. APPROVAL OF CONSENT AGENDA**

**A. FINANCE & PURCHASING:** Request approval of payables.

**10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE****11. ADOPTION OF RESOLUTION****12. APPROVALS**

**A. COMMISSION:** Request approval of Consent and Crossing Agreement dated October 31, 2023 and Mutual Non-Disturbance and Cooperation Agreement dated October 31, 2023, between El Cabo Wind LLC, La Joya Wind LLC, Pacific Wind Development LLC, SunZia Wind North LLC, and Torrance County, New Mexico, in connection with the County's interest in the Indenture and related agreements dated as of December 17, 2015 by and among Torrance County, as Issuer, El Cabo Wind Holdings, LLC, as Purchaser, El Cabo Wind LLC, as Company, and BOKF, NA, as Depository, securing certain Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2015 in the maximum principal amount of \$575,000,000.

**B. PLANNING & ZONING:** Appeal of Planning & Zoning Board decision at the October 4, 2023 Meeting to deny (no action) Summary Review: Create Type 3 subdivision at Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM. (Public Hearing)

**C. FAIR BOARD:** Request payment to Stacy Harral for Fair Board services beginning August 9, 2023, to include helping new Administrative Assistant (contract employee) during and after the Fair. A purchase order was not in place for this expenditure. (Deferred from 10/25/2023)

**D. FIRE:** Request approval of Comprehensive Consultant Pharmacist Services Agreement between Torrance County and CPNMRX, Inc. dba Consultant Pharmacists of New Mexico, Inc. for providing consultant pharmacy services for Torrance County Fire Department to include Emergency Medical Services.

**E. DWI/GRANTS:** Request approval of FY 2024 Community DWI (CDWI) Grant Agreement. (Approved by Grant Committee)

**F. SHERIFF:** Request approval to pay prior fiscal year invoice from Eye Associates in the amount of \$192.00 for inmate appointment on 5/6/2022.



**G. SHERIFF:** Request approval to pay prior fiscal year invoice from Manzano Medical Group in the amount of \$803.68 for Deputy Alderete's pre-academy physical.

**H. FINANCE/PURCHASING:** Discussion and possible approval of reimbursing Tajique Mutual Domestic Water for their \$6,550.00 payment to A and S Enterprises Inc. for installation of new Isaacs Radios for Well Control via Tank Site. Commission approved ARPA funds for this project; however, purchase order was not in place prior to beginning the project, nor prior to payment being made.

**I. MANAGER:** Request approval to hire a DWI Coordinator early to replace current DWI Coordinator upon retirement at the end of 2023, allowing training opportunity for continuity of services.

**13. DISCUSSION**

**A. COMMISSION:** Update on SunZia Wind and Transmission Projects. (Jeremy Turner)

**B. SHERIFF:** Discuss options to improve public access to Sheriff's Office.

**C. MANAGER'S REPORT**

**D. COMMISSIONERS' REPORTS**

- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Schropp, District 3

**14. EXECUTIVE SESSION**

**15. Announcement of the next Board of County Commissioners Meeting:**

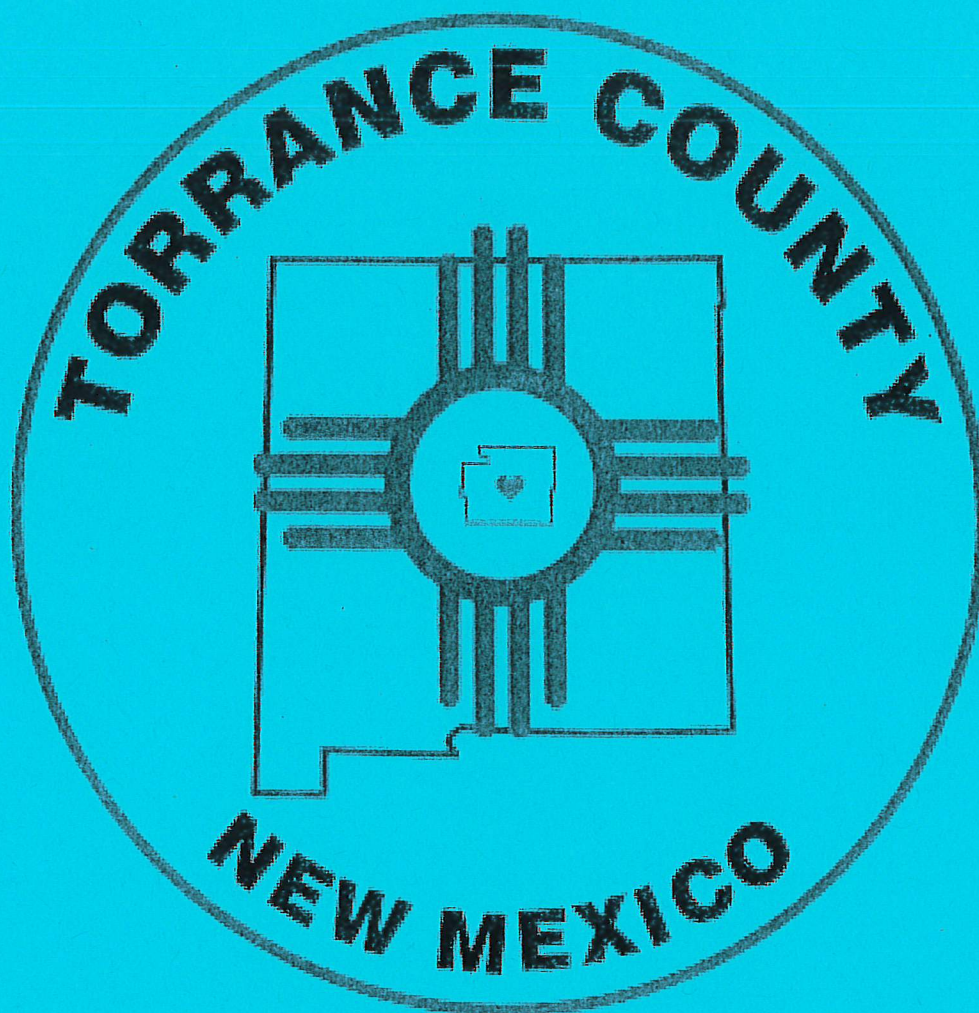
**A. Special Commission Meeting (Canvass November 7, 2023 Election) – November 15, 2023 at 9:00 AM**

**B. Regular Commission Meeting – December 13, 2023 at 9:00 AM**

**16. SIGNING OF OFFICIAL DOCUMENTS**

**17. ADJOURN**





*Agenda Item*  
*No. 1*





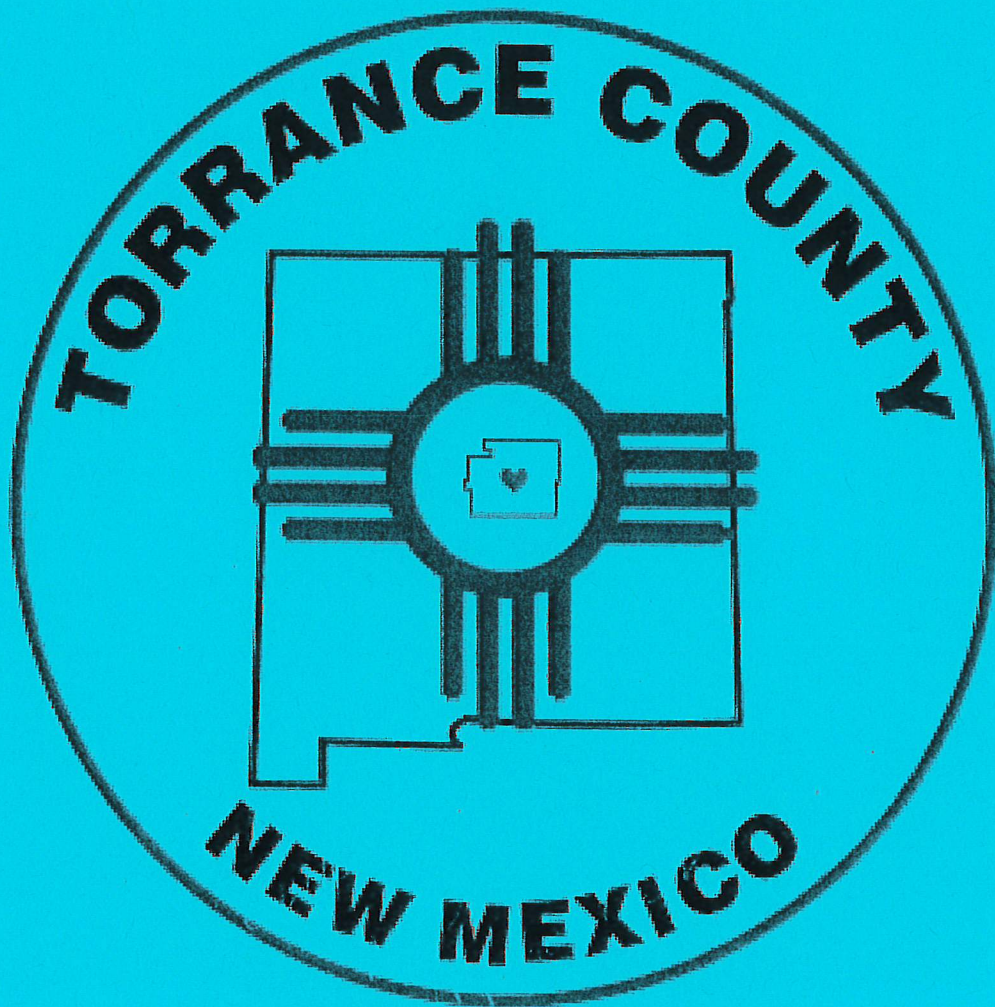
*Agenda Item  
No. 2*





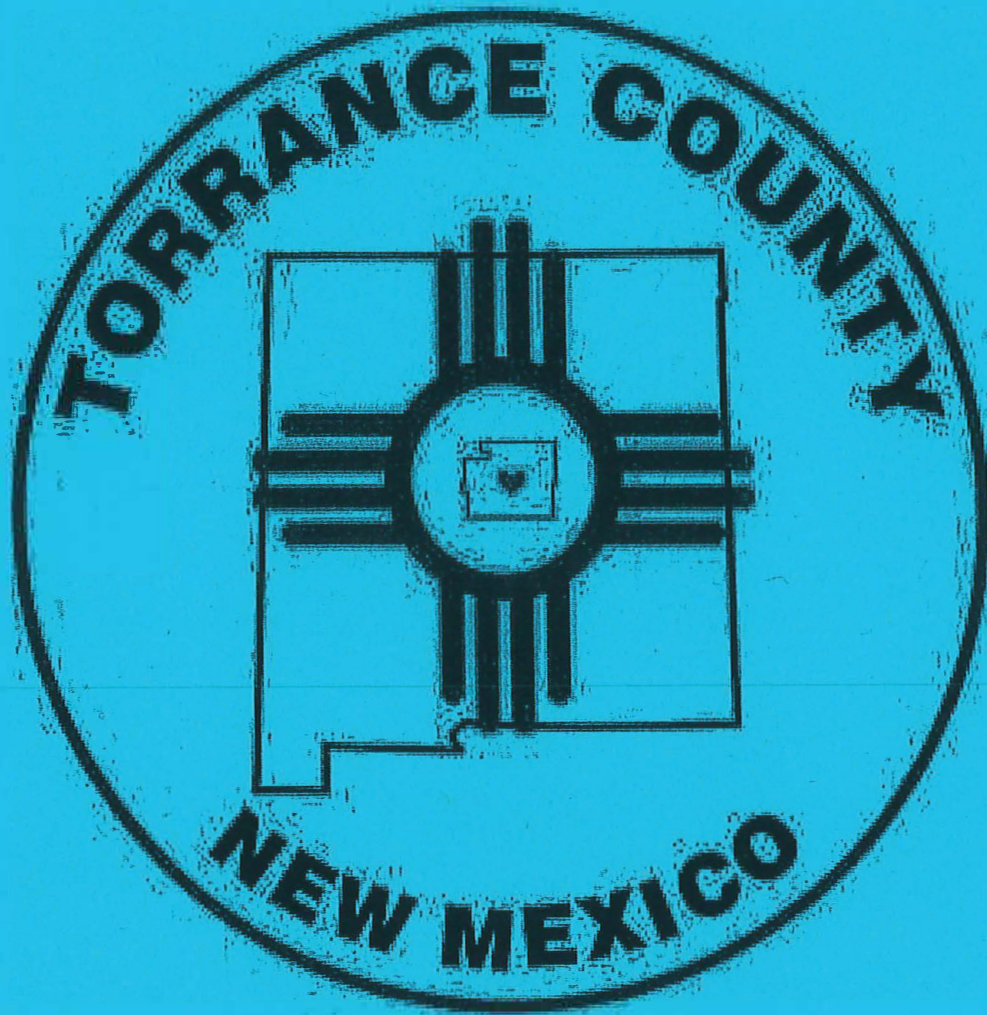
*Agenda Item*  
*No. 3*





*Agenda Item*  
*No. 4*





*Agenda Item  
No. 5-A to G*





*Agenda Item*  
*No. 6*





*Agenda Item  
No. 7*





*Agenda Item*  
*No. 8-A*



**DRAFT COPY**  
**Torrance County Board of Commissioners**  
**Regular Commission Meeting**  
**October 25, 2023**  
**9:00 AM**

Commissioners Present:

**RYAN SCHWEBACH – COUNTY CHAIRMAN**  
**KEVIN MCCALL – COUNTY VICE CHAIRMAN**  
**SAMUEL SCHROPP – COUNTY COMMISSIONER**

Others Present:

**JANICE BARELA – MADAM COUNTY MANAGER**  
**TRACY SEDILLO – DEPUTY COUNTY MANAGER**  
**MICHAEL GARCIA – COUNTY ATTORNEY**  
**LINDA JARAMILLO – COUNTY CLERK**  
**GENELL MORRIS – ADMINISTRATIVE ASSISTANT I**  
**SAMANTHA O'DELL – COUNTY EMERGENCY MANAGER**

**1. Call Meeting to order.**

**Ryan Schwebach – County Chairman:** Calls the October 25, 2023, Regular Commission Meeting to order at 9:07AM.

**2. Pledge lead by: Ryan Schwebach – County Chairman**

**Invocation lead by: Kevin McCall – County Vice Chairman**

**3. Changes to the Agenda:**

**Janice Barela – Madam County Manager:** Move 12F to after 14B because it relates to an executive session agenda item.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS:**

A. Recognition of Employee Service Year Pin: Alex Schwerdel (5)

**Cheryl Allen-County Sheriff Executive Assistant:** Neither the Sheriff nor Lieutenant Ballard could attend this morning. I am going to read to you a description of Alex Schwerdel as provided by Lieutenant Ballard. Alex started with the Sheriff's Office in October 2018. He was initially assigned to the Patrol Division where he excelled very quickly in all aspects of the job. In May 2021, he was promoted to the position of investigator assigned to the Criminal Investigations Division where he is currently assigned, in addition to his regular duties with the Sheriff's Office. Alex is also assigned to the New Mexico Attorney General's Office Internet Crimes Against Children's Unit where he works with child exploitation cases both within Torrance County and our neighboring jurisdictions. Lieutenant Ballard has had the pleasure to work with Alex for the past several years and has nothing but positive things to say. I have always known Alex to be of sound character being conscientious, disciplined, honest, persistent, and having a great sense of ambition. Over the course of our time working together, I have witnessed tremendous growth in Alex's self-management, teamwork and problem-solving skills. These cultivated skills are what make Alex an invaluable asset to the Sheriff's Office and the community he serves. I started with the Sheriff's Office in January and got to know Alex a little bit, He's one of the officers that I respect the most within the department, and I am very glad to be working for him and honored to be able to present him with this five-year certificate and pin.

6. **BOARD AND COMMITTEE APPOINTMENTS:**

7. **PUBLIC COMMENT and COMMUNICATIONS**

**Linda Jaramillo-County Clerk:** I just wanted to give an update on the Regular Local Election. This is the last week of early voting. We have the early voting site here in Estancia and the early voting site in Moriarty begins Monday the 30<sup>th</sup>. Absentee by mail is slow. We usually have very low turnouts for Local Elections.



We have 167 ballots out that have been requested, and 57 applications out. We're waiting for ballots to be returned. Yesterday was the last day for applications to be sent out because of the mail process. If you send them out too late, then your ballots don't come back in time to be counted. There are drop boxes in Moriarty and Mountainair that you can drop your ballots off at, or you can take them to the polling place on election day. We check those drop boxes every three days, and we have a camera at those places so we can see who's dropped ballots off. We are alerted, to pick them up. November 7th is election day 7:00 am to 7:00 pm. I want to encourage everyone to vote. Your local governments are very important.

**Ann Schropp – Resident:** I grew up on a ranch in Texas. My entire youth was spent heavily involved in 4H and FFA livestock programs and competitions, raising beef and dairy calves, rabbits, pigs, chickens. I competed in rodeos as a barrel racer and queening all over the state. In short, agricultural youth programs were my life, and I hold those experiences in high esteem, even honor. I believe that our youth who are interested in agriculture must be supported. Torrance County in 2023 is not remotely like central Texas in the 60's and 70's. There are approximately 3230 citizens under 18 in Torrance County. Less than 60 showed livestock at the fair. The vast majority of our youth either have no interest in livestock programs or their families have no money to support such projects. Building a multimillion-dollar fair ground is not going to change that. Our limited resources can and should be better spent to benefit all the citizens, especially our youth. I suggest a skate park and a teen center would do more to keep our kids out of trouble than a state-of-the-art fairgrounds that is used once a year. Our fairgrounds can be improved as a facility people actively seek out to rent. A good functional and affordable fairground is within our reach while also doing what is right and fair for the rest of the kids. At a previous meeting Red Kingston from Mountainair spoke to this body about the rodeo grounds there. He provided information on the events that take place there, the number of people from all over the state who compete at their rodeos and stay in Torrance County and spend their money here. He had done all the due diligence and had a shovel ready project which brings in tourism dollars. A Commissioner voiced an opinion that the rodeo grounds in the North end of the county might want money too. Further discussion was postponed till we could ask what might be needed. A few weeks later no one bothered to find out if that was the case. Moriarty's Heritage Arena has been hosting the Working Ranch Cowboy Association Ranch Rodeo Qualifier. It is an important qualifier for their finals, this brings in people from all over the state. It turns out Heritage needed money to make improvements to continue hosting that rodeo. They were told there is no money. As of last week, the WRCA just announced they will no longer be holding their rodeos here, they are moving to

Santa Fe. We need to spend some real money on fairgrounds and rodeo grounds. We also need to stay in the realm of pragmatic reality and spend that money wisely to benefit a broad portion of Torrance County citizens.

**Tracey Master-County DWI Program Coordinator / District 2 Resident:** We hosted the 6<sup>th</sup> Annual Suicide Prevention and Awareness 5k this past weekend. The event itself was great, unfortunately there was very little community participation. It was reflected in the evaluations. We had an incident Friday afternoon. The signs on Highland Street were removed and vandalized. The sign said positive messages encouraging people. They had the suicide prevention lifeline information, statistics concerning suicide prevention and information relating to Torrance County. I want to thank Cheryl Allen for staying after and helping with the cleanup. Karen Trumble played Mrs. Clause and Don Trumble played Santa Clause for many years. They are active members of the Lions Club. Sadly we lost Karen on the 14<sup>th</sup> of this month. She was instrumental in bringing Kids Sight to Elementary Schools. Through her hard work and dedication over the past 20 years, between 30 and 36 thousand young people had their eyes screened to determine if they needed glasses. I'd like to invite everyone to attend Karen's services which will be held this Friday October 27<sup>th</sup> at 11 am at Harris-Hanlon Mortuary in Moriarty, followed by a celebration of her life at the Moriarty Lions Club. It was mentioned earlier about Superior Ambulance requesting a subsidy. For all of the reasons I mentioned, I respectfully request that you don't give them a penny.

## **8. APPROVAL OF MINUTES**

**A. COMMISSION:** Request approval of minutes of the October 11, 2023, Regular Meeting of the Board of County Commissioners.

### **Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve minutes of the October 11, 2023, Regular Meeting of the Board of County Commissioners.

**Kevin McCall-County Vice Chair:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes: **MOTION CARRIED**

## **9. APPROVAL OF CONSENT AGENDA**

**A. FINANCE & PURCHASING:** Request approval of payables.

### **Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve payables.

**Samuel Schropp-County Commissioner:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

## **10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE: None**

## **11. ADOPTION OF RESOLUTION**

**A. COMMISSION:** Resolution 2023-42, Resolution Supporting New Mexico Counties' 2024 Legislative Priorities.

**Tracy Sedillo-Deputy County Manager:** New Mexico Counties asked all counties to adopt a resolution supporting the Legislative efforts. House Bill 2 appropriations is additional funding for County Detention Reimbursement Fund and Detention Recruitment and Retention, similar to what has happened with Law Enforcement. Many counties are having a difficult time attracting and keeping Detention Offices to run their facilities. The prisoner transport and extradition is to help reimburse counties for the transportation of state prisoners. They are requesting additional funding for the RISE program. Emergency Medical Services are asking for additional funding, the same thing that is happening with Fire and EMS is happening to Law Enforcement retention. Courthouse Funding, State Health Benefits Plan are also legislative issues. They are seeing Elected Official salary increases to the statute. That doesn't make it mandatory on the county, its still up to the Commission to determine. Firefighter recruitment and retention is similar to EMS. These are the 2024 Legislative Priorities.



**Samuel Schropp-County Commissioner:** New Mexico Association of Counties is a subgroup of county representatives. They identify problems and come to a consensus on how to address those problems through the Legislature. This resolution is a consensus by the county on problems that have been identified and a solution to those problems, as a group be taken to the Legislature. We are asked to endorse this resolution in support of New Mexico Counties in the upcoming Legislative Session.

**Action Taken:**

**Kevin McCall-County Vice Chair:** Motion to approve Resolution 2023-42 Resolution Supporting New Mexico Counties' 2024 Legislative Priorities.

**Ryan Schwebach – County Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**B.     MANAGER:** Resolution 2023-43, Amending the Fourth Quarter Report for FY 2023

**Tracy Sedillo-Deputy County Manager:** This resolution is amending the Fourth Quarter Report that was submitted to DFA. There were some discrepancies between what was reported and what was in our Tyler system. In your packet you will see supporting documentation for this resolution. You will find the corrected recap for the report along with our Tyler reports showing the fund balances and a Pull Cash report. The Pull Cash report shows all the monies within the funds balance to all the monies within our bank account. This is the complete balanced report for FY23. I do not anticipate DFA was going to approve this because the window has closed for that, but I thought it was important to put this on record as the corrected report that should have been submitted so it doesn't trip us up with our auditors. The auditors will look at what's in the Tyler system.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve Resolution 2023-43, Amending the Fourth Quarter Report for FY 2023

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**C. MANAGER:** Resolution 2023-44, Restating the Beginning Fund Balances for FY 2024

**Tracy Sedillo-Deputy County Manager:** This corrects the ending balance of FY23, becoming the beginning balance of FY24. I will work with DFA on how to fix this in the LGBMS, so we start off with the correct balances of FY24. It goes back to the under recording of about \$88,000 in these funds that we need to be able to account for going into FY2024. We need to restate the balances to be corrected in the system.

**Samuel Schropp-County Commissioner:** Is this a problem with data entry (human error) or is it the system?

**Tracy Sedillo-Deputy County Manager:** I am not 100% sure, I believe it is human error. The system is up and running great. We worked out a lot of the bugs in the Tyler system. The Pulled Cash report is not a report we had in our prior software. It is extremely helpful in the Treasurer's Office to balance with our bank accounts at all times. Before we were running multiple reports creating manual spreadsheets to track this information.

**Kevin McCall – County Vice Chairman:** What if DFA doesn't allow us to change 2024?

**Tracy Sedillo-Deputy County Manager:** They will because it is actual money.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve Resolution 2023-44, Restating the Beginning Fund Balances for FY 2024

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**D. MANAGER:** Resolution 2023-45, Budget Adjustments for FY 2024.

**Tracy Sedillo-Deputy County Manager:** I had to add items, because once we adjusted the balance one of the funds was in deficit. It was reported in the wrong LGBMS (Local Government Budget Management System). The original reason for the budget adjustment was to include our Law Enforcement Recruitment money and our Law Enforcement Recruitment and Retention money that we will be



receiving this year. This is the first year of allocation of the Law Enforcement Recruitment money in the amount of \$225,000. We have it slated to pay for new hires for Dispatch and Sheriff's Departments. The second pot of money is year two of the Law Enforcement Recruitment and Retention for \$37,500. Those were the retention bonuses that were paid out of last fiscal year. We have money again this year for the same type of funding. These were not in the original budget, we are adding this is to be compliant with DFA with a deadline of October 31, 2023, to have this entered into the system. The bottom transfers, we are moving money for the Fire Department grants out of the Fire Protection Fund into the Inter-governmental Grant Fund on the Local Government Budget Management System. The Fire Protection Fund is only for the state allotment that the State Fire Marshall gives to the departments.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve Resolution 2023-45, Budget Adjustments for FY 2024

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

- E. **CLERK:** Resolution 2023-46, Resolution Amending Resolution 2023-21 to include new polling location in Duran, moving from the Duran Fire Station to the Duran Community Center (school building) which has been newly remodeled and meets specifications required for a polling location.

**Linda Jaramillo-County Clerk:** I was asked by Mr. Hindi about changing the polling location in Duran from the Fire Station to the school building that has been newly renovated. I met with the Hindi's in Duran and inspected the new location to ensure it was ADA compliant as a polling location. On election day all the fire equipment must be moved out and the garage doors are used to allow voter in. (pictures in packet) At the school building the ramp was not ADA compliant. I contacted the ADA; they met me in Duran and did an inspection. They did determine the ramp was not compliant and the weeds and gravel is not compliant for parking. The report mentions the items that are not in compliance. The ramp has been fixed and is ADA compliant. There is still the issue of the parking lot, it

is too rough for anyone in a wheelchair to get in there. I've asked Leonard from the Road Department if he can come and fix it to be ADA compliant. I am also asking you as Commissioners, who are responsible for all the polling locations to approve this resolution to move the polling place to a better location. There is also a crack in the concrete on the landing, which I will supply a mat to put over it.

**Samuel Schropp-County Commissioner:** Is the Road Department going to have the time and resources to help with this?

**Leonard Lujan-County Road Superintendent:** I can have someone go out within the week to take a load of base course out.

**Linda Jaramillo-County Clerk:** Voting machines will be delivered next week. I will go with my techs and inspect every polling place as we deliver and take any need items.

**Janice Barela-Madam County Manager:** We have one amendment to the resolution that we have identified. The title and the first paragraph of the Resolution should state "locations for all Regular local and statewide elections conducted in 2023 and 2024" instead of 2024 and 2025.

**Linda Jaramillo-County Clerk:** I spoke with Madam County Manager concerning what needs to be done, she stated they are a non-profit organization, and the county could not help build a ramp. This is why the people of Duran fixed their own ramp.

**Kevin McCall – County Vice Chairman:** What about the dirt work?

**Linda Jaramillo-County Clerk:** I think you are responsible for approving polling places that are compliant with ADA.

**Janice Barela-Madam County Manager:** We can improve county roads, but we can't improve private roads, parking lots etc. There has been discussion for the county to enter into a lease agreement with this nonprofit. They currently own the Fire Station as well as this old schoolhouse that they have renovated. If we are able to complete that lease agreement then we can put some of those in-kind improvements in place of what we would pay for lease. Currently we don't have anything in place to make those improvements.

**Linda Jaramillo-County Clerk:** A part of your duties is to approve polling places for my voters. Wouldn't this fall under that umbrella?

**Ryan Schwebach – County Chairman:** We can say there isn't a location in Duran, or we say we need an adequate location in Duran. By doing this it will make it adequate. Leonard what would it take?

**Leonard Lujan-County Road Superintendent:** The ramp goes straight towards the road. Our easement will be about 60 ft in that area. We are not working on the driveway; we are working on our easement. You park off the road to walk into the building.



**Ryan Schwebach – County Chairman:** In this case I'm ok with it because it is for a polling location.

**Kevin McCall – County Vice Chairman:** I agree with Commissioner Schwebach. You stated it is up to this commission to approve locations not go and improve locations. I think if you can stay within the County's easement we are fine as well.

\*Two motions were made and rescinded. Waiting on corrected Resolution (before executive session of audio).

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve Resolution 2023-46, as presented.

**Samuel Schropp-County Commissioner:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

- F. **SHERIFF:** Approve Resolution 2023-47, Acceptance of Agreement for Appropriation 23-ZH5048-95 for the Law Enforcement Recruitment Fund in the amount of \$393,750.00 over three years to hire law enforcement/support positions.

**Cheryl Allen-County Sheriff Executive Assistant:** The agreement was signed at the last commission meeting. An oversight on my part, we need a resolution to go with it if the agreement still stands.

**Ryan Schwebach – County Chairman:** Legal has reviewed this resolution?

**Michael I. Garcia-County Attorney:** Yes, it looks good.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to approve Resolution 2023-47.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

## 12. APPROVALS

**A. FINANCE/GRANTS:** Request approval of Memorandum of Agreement (MOA) between Torrance County and Valencia Shelter Services for Domestic Violence Survivor Services in Torrance County.

**Amanda Lujan - Grants Administrator:** We are requesting approval of MOA between Torrance County and Valencia Shelter Services out of Los Lunas to provide Domestic Violence Services in Torrance County since we are no longer receiving state funding.

**Janice Barela-Madam County Manager:** It was brought to my attention that the state is looking to push counties to use nonprofits for these type of services. We were one of maybe two counties still receiving funding. We started the process of working with Stephanie Woods Executive Director of Valencia Counseling Services. They started receiving the funding for providing services for Torrance County at the new fiscal year. They have already been providing services under that grant. We have a part time employee in the Domestic Violence Program. If this is approved today she will be transferring employment from Torrance County to employment with Valencia Shelter Services. She has already started some of the transition of information. She has been working collaboratively with them since they started taking over services. They have the money coming from the state but historically Torrance County has been supplementing the domestic violence budget. They are requesting additional funding, initially the request was \$75,000 on top of what they are receiving from the state. Because of the procurement law states, that if you go over \$60,000 then you have to go out for RFP for services. We were able to negotiate with them to be at the \$60,000 for the year, along with in-kind contributions. They will be utilizing our building, internet services, vehicle (they are responsible for fuel we are responsible for maintenance), and three office spaces.

**Stephanie Woods – Executive Director Valencia Shelter Services:** Valencia Shelter Services started in 1989 as a domestic violence shelter and expanded services to cover advocacy counseling. In 2013 it added our Child Advocacy Center for those who have experienced abuse. In 2014 adding on our sexual assault component. A part of the expansion of services, Valencia County has always been my home. We looked around at our sister counties and identified Torrance is very much like ours. It was important to us to support the DV program here. We started



doing partnership and support since 2017 and providing a multi-disciplinary meeting for child abuse cases. Bringing together Law Enforcement, Child Youth and Families Department and medical departments to facilitate a one stop shop for families to get service and to be better off and be better members of the community, as well as holding offenders accountable to keep our community safe. When we were notified that Torrance County services were not going to be moving forward, we offered our support. We are able to provide the services you are accustomed to and with our diversified federal, state, and private funds we are able to provide counseling, housing, emergency shelter services and follow the national accredited Child Advocacy Center. My plan for the next five years is to bring enough funding to Torrance County to be able to create a VSS satellite where we can do all the same things we do in Valencia, Los Lunas here in Torrance. We have a partnership with Socorro County (MOA has been signed and approved) Valencia and Catron County.

**Kevin McCall – County Vice Chairman:** I am for this. Who is Valencia Shelter Services, is there a board of directors? Can the name be changed? You are going into other counties to provide services.

**Stephanie Woods – Executive Director Valencia Shelter Services:** Yes, we are nonprofit with a functioning board. I can take that to the board.

**Ryan Schwebach – County Chairman:** Where does the majority of your funding come from?

**Stephanie Woods – Executive Director Valencia Shelter Services:** Federal and state funding.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion the Request approval of MOA between Torrance County and Valencia Shelter Services with the amendment signature line for the chairman instead of the County Manager.

**Samuel Schropp-County Commissioner:** Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

- B. FINANCE/GRANTS:** Request approval of Memorandum of Agreement (MOA) between Torrance County and Valencia Shelter Services to provide Sexual Assault Nurse Examiner Services in Torrance County. Legislature appropriated \$25,000 to Torrance County in House Bill 192 for these services.

**Amanda Lujan - Grants Administrator:** This is a second amendment for these specific services that VSS will provide in Torrance County.

**Ryan Schwebach – County Chairman:** Were we already appropriated this money to Torrance County?

**Janice Barela-Madam County Manager:** That is correct, Torrance County was appropriated this money in their last Legislative Session. It was designed to go specifically for these services. Our domestic violence program did not provide these services nor did any other program in Torrance County.

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion the approval of MOA between Torrance County and Valencia Shelter Services to provide Sexual Assault Nurse Examiner Services in Torrance County. Legislature appropriated \$25,000 to Torrance County in House Bill 192 for these services.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**C. FINANCE & PURCHASING: RFP TC-FY24-04 Restorative Justice**

Facilitator has been performed and a candidate selected. Request approval of contract.

**Toni Lowery-Chief Procurement Officer:** The person selected will work with the individuals that have been identified from the school to try and prevent them from going into the Juvenile Justice System.

**Kevin McCall – County Vice Chairman:** Who had this job previous or is this a new position?

**Amanda Lujan - Grants Administrator:** Last year we went through the RFP process and selected a candidate but never started. We referred this to our Juvenile Justice Coordinator who took on the roll.

**Action Taken:**

**Kevin McCall – County Vice Chairman:** Motion to approve RFP TC-FY24-04 Restorative Justice Facilitator has been performed and a candidate selected.



**Samuel Schropp-County Commissioner:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**D. CLERK:** Request for a Special Meeting for Canvassing of the 2023 Regular Local Election. The dates allowed for canvassing are November 13-16, 2023.

**Linda Jaramillo-County Clerk:** For the Regular Local Election the County Commission is designated as the Canvassing Board. The canvass needs to take place no sooner than 6 days and no later than 13 days after the election. We do not have a regular commission meeting scheduled in that time frame.

**Kevin McCall – County Vice Chairman:** I will be out of town but be available by phone.

**Ryan Schwebach – County Chairman:** My suggestion is to keep the meeting on Wednesday. Wednesday November 15<sup>th</sup>, 2023, 9am.

**Samuel Schropp-County Commissioner:** I am retired, that will work for me.

**E. FAIR BOARD:** Request payment to Stacy Harral for Fair Board services beginning August 9, 2023, to include helping new Administrative Assistant (contract employee) during and after the Fair. A purchase order was not in place for this expenditure.

**Marcie Wallin – Fair Board:** This was an oversight on my part. A requisition was not submitted at the appropriate time. The total is \$750.00 for service she provided to assist with the County Fair, during and after.

**Ryan Schwebach – County Chairman:** I would like a detailed list of duties. Is this coming out of the fair budget and approved by the fair board?

**Marcie Wallin – Fair Board:** Yes, to both questions. Duties included assisting and training the Administrative Assistant that was recently hired during the fair in order to meet the expectations of exhibitors, parents, as well as spectators. The Fair Board has never created a manual for what is expected of the Administrative Assistant. This is the first year we have had an Administrative Assistant. She also

worked at the livestock auction. The auction brought in \$272,850.00. She created all of the reports of the County Finance Office including the amounts to be invoiced for all the buyers as well as the amounts to be paid out by the exhibitors. She also creates address lists for the Finance Department. During the week of the fair she worked approximately 25 hours and approximately 35 hours the week after the fair to compile the auction results.

**Kevin McCall – County Vice Chairman:** After hearing that, what does the Administrative Assistant do?

**Marcie Wallin – Fair Board:** She is learning but has not been trained yet. It will be her duty next year unless the county takes over.

**Janice Barela-Madam County Manager:** \$750.00 for these services calculated for the 55 hours would be \$13.63 an hour. Currently we pay the Administrative Assistant to the Fair Board \$550.00 a month.

**Ryan Schwebach – County Chairman:** For me to approve this, I need to see the paperwork showing where extra help was needed. I need to see it in the minutes, with the approval of the Fair Board.

**Samuel Schropp-County Commissioner:** I think approving this without more information set a dangerous precedent that we bring people in without the approval of, any of the system we have in place.

## **No Action Taken**

**F. MANAGER:** Discussion and possible action regarding Superior Ambulance's request for a County subsidy for providing Emergency Medical Services in Torrance County.

\*This item was moved/heard after Executive Session

**Janice Barela-Madam County Manager:** After discussion with Superior Ambulances owner Chris Archuleta, provided information concerning rising costs with inflation and wages going up. Superior Ambulance is asking for \$25,000 a month subsidy. Per State and County procurement we cannot exceed \$60,000 a year , we would have to go out for RFP for these types of services.

**Ryan Schwebach – County Chairman:** The most we can do without an RFP in calendar year would be \$5,000.00 a month. In light of that we don't currently have a Fire Chief to ensure we do have medical transportation.



**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to offer Superior Ambulance \$5,000 a month subsidy to be entered into a contract to be presented to Mr. Archuleta.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**G. COMMISSIONER:** Discussion and possible action regarding moving Torrance County Fire Department from a Public Employees Retirement Association (PERA) Municipal Plan 2 to Municipal Fire Plan 2.  
(Commissioner Schropp)

**Samuel Schropp-County Commissioner:** This is for the people of Torrance County to understand where we are with our Fire Department recruitment of career staff and a qualified Fire Chief. PERA are the people who take care of the money, set the qualification and the rest of the things that go along with the defined benefit package. There are municipal employees in a municipal PERA. There are law enforcement PERA and fire plans. Law enforcement and fire are at a different retirement level because of the emotional and physical stresses of those jobs. We need to build our EMS and in order to build our EMS services we need to present a benefits package that is competitive to other counties. Currently our career staff at the Fire Department are on a municipal PERA plan. We need to move out of the municipal plan for the fire fighters and move to a fire fighter plan. It also involves an election, so the career staff will be the ones to decide if they want to make this change.

**Janice Barela-Madam County Manager:** Historically two of our commissioners have dealt with this through the Sheriff's office. We started with plan 3 and eventually to plan 5, across three to five years. This isn't something brand new, this has been something the Commission has been looking at previously but relying heavily on the Fire Department to bring that forward. The first step is for the Commission to approve a resolution, to move to a different PERA plan.

**Ryan Schwebach – County Chairman:** There are pros and cons to every plan. I am open to talk about it and come up with a plan if that is what staff and the Fire Chief wants.

\*The following county employees spoke in favor of a higher PERA possibly Municipal Fire Plan 5: Julie Fill, Brannon Porch, Eli Fetherolf and Joshua Barton. Continued discussion as to the benefits of moving to a higher PERA plan. Pros and cons and the financial impact need to be presented to the Commission.

## **No Action Taken**

### **13. DISCUSSION**

- A. COMMISSION:** Discussion on County's policies and procedures for the purchasing, metering, and reconciling of bulk fuel used by the Road Department. (Commissioner Schropp)

**Samuel Schropp-County Commissioner:** Constituents have made allegation of misuse of fuel. How is the fuel tracked?

**Leonard Lujan-County Road Superintendent:** A couple of guys have a fuel card and we have bulk fuel that comes into our yard. We keep track of all in and out fuel use on a log. The log shows unit, gallons, fueling station and is signed. We have meters on our tanks in the yard and on our trucks. Honstein will only be doing bulk deliveries, we are looking into who we will be using next. I can follow where I go, the fuel and whatever was used. We have a 2000-gallon diesel tank and a 1000-gallon unleaded tank. They usually get filled every two weeks but maybe every week since Honstein will be stopping that service. Everyone has their own tank and truck completing a fuel log. We are looking to replace all the meters on all the trucks.

**Samuel Schropp-County Commissioner:** Are you using dyed fuel?

**Leonard Lujan-County Road Superintendent:** No, We are not allowed to use dyed fuel but will look into it.

**Kevin McCall – County Vice Chairman:** I liked the dyed fuel, for accountability.

**Ryan Schwebach – County Chairman:** Do you use a totalizer?

**Leonard Lujan-County Road Superintendent:** No we don't use a totalizer just the amount of gallons.



**Ryan Schwebach – County Chairman:** I suggest using a totalizer this will help keep track of what is used. The fuel logs keeps an honest man honest and its verification we are doing our job.

## **B. MANAGER'S REPORT**

**Janice Barela-Madam County Manager:** I would like to thank the local Lions Club for the Kids Sight program. I grew up poor and didn't realize I needed glasses until I was tested in school by this program. I was given the glasses I needed. They even gave me a second pair when I buried my first pair in the dirt because I didn't want glasses.

Update on Fire Chief Position at the last Commission Meeting. Torrance County Commission made an offer to Kenneth Snow for the Fire Chief position. Mr. Snow declined the offer. Yesterday, I reposted for the Fire Chief position. The Commission did increase the pay to \$85,000 per year - negotiable depending on qualifications/depending on experience. The job posting closes November 16, 2023. If you are interested in applying for the position of Fire Chief, please visit the County's website [www.torrancecountynm.org](http://www.torrancecountynm.org) and click on "Job Opportunities" for information and to apply.

Other Job Opportunities in Torrance County are:

Patrol Sergeant

Sheriff's Deputy

Code Enforcement Officer

Dispatcher (911 Operator/Communications Specialist)

Equipment Operator

EMS Lieutenant

Clerical Float.

As mentioned earlier, please visit the County website [www.torrancecountynm.org](http://www.torrancecountynm.org) and click on "Job Opportunities" for more information and to apply.

State Fire Marshal's Office Inspection:

Last week, I met with Captain Fire Inspector Bruce Dile from the State Fire Marshal's Code Enforcement Bureau and Acting Fire Chief Hanna Sanchez to inspect District 2 Indian Hills Main Station to see what would be required to pass inspection for sleeping quarters for Torrance County Fire Department career staff to sleep without having to do fire watches. He did inquire about how many people would be housed there. Since the Fire Department does not store combustibles in

that building, it would only require 30 minutes of water suppression, which interprets to 250 gallons versus 30,000 gallons of water suppression requirement at the District 3 McIntosh Main Station. Chief Sanchez also reached out to other vendors to seek quotes, and she is waiting for responses.

When I first started my new position of Deputy County Manager in February 2020, I toured all of the Fire Departments' stations. District 2 Indian Hills Main Station was by far in the worst condition. I was over the top excited to see the drastic improvements to the station. It was so drastic that I had to ask if I was in the correct location, looking at the same station.

I would like to thank Battalion Chief Scott Brown and his volunteers for their work to keep this station in tip-top condition.

Captain Fire Inspector Bruce Dile conducted an unannounced inspection of the bays and found minor issues of which all, but one were immediately corrected. The one outstanding issue is scheduled to be remedied soon. Thank you to Acting Chief Sanchez for her efforts to ensure we are in compliance with all safety regulations.

Road Department :

The new Road Shop looks amazing. All inspections are done. The front office is sheet rocked. We are waiting for the insulation for the middle existing building.

The Road Department started on the groundwork which will include laying down base coarse and milling as well as creating water containment ponds per the flood management plan.

Paving of Heritage Road will begin Monday, October 30, 2023, around 8:00 AM. It will be one mile east of the paving that was done a few years ago.

Three guys are in CDL training right now. It is a four-week course. They are scheduled to be done by the November 23, 2023. This training is paid for by Workforce Connection. When this training is completed, 12 of our road crew will have their CDL endorsement.

Emergency Manager:

Yesterday, I received the following email from Moriarty Fire Chief Todd Hart: "Janice, I wanted to reach out to you and tell you what a great job Samantha is doing as the Emergency Manager, she has stayed involved in trainings Moriarty has been providing for ourselves and mutual aid departments, and provided

assistance as needed. Please extend our Thanks to her, and a great job she is doing staying involved.

Fire Chief Todd A. Hart

City of Moriarty Fire Department"

The hazard mitigation plan has been awarded. Torrance County did receive an approval letter for \$84,975.08 with an in-kind match for the County of \$8995.00. This has been two years in the making. When the paperwork is signed we will have 12 months to complete the process.

Torrance Sheriff's office will be having an open house Saturday December 9<sup>th</sup> from 5 to 8 PM at the Neil Mertz Judicial Center. There will be booths with District Court, Judicial Justice, Teen Court, domestic violence and more. There will be activities for children, a giving tree and coat drive. Torrance Sheriff's office will be accepting donations of stuffed animals for deputies to give out to children involved in law enforcement calls.

### **C. COMMISSIONERS' REPORTS**

#### **1) Kevin McCall – County Vice Chairman, District 1**

**Kevin McCall-County Vice Chair:** The funding is appropriated for the fair building. It will not only be used for the fair, but it will also be a multipurpose facility.

#### **2) Ryan Schwebach - County Chairman, District 2**

**Ryan Schwebach-County Chairman:** The vision within this community when this started was not to just show animals. It is a true County Fair. It is an opportunity to bring community and networking and a multi-use building.

#### **3) Samuel Schropp – County Commissioner, District 3**

**Samuel Schropp-County Commissioner:** I received a blast email from Innovation Law Lab concerning the people being held at the Torrance County Detention Facility. There are dangerous people being held in the TCDF as ICE detainees. Some people may not be as dangerous. At the Customs and Border



Patrol (CBP) presentation, states 10% of the people coming across the border are criminals. CBP works with security services and intelligence services around the world. We are doing what is necessary to keep us all safe. The process may be flawed, and oversight is necessary but what these non-governmental organizations are advocating is dangerous, it's not practical and it's not workable.

#### **14. EXECUTIVE SESSION:**

- A. COMMISSION:** Discussion regarding the purchase, acquisition, or disposal of real property for Torrance County operations, closed pursuant to NMSA 1978 Section 10-15- 1(H)(8).
- B. COMMISSION:** Discussion concerning a sole source contract exceeding \$2,500 (Superior Ambulance), closed pursuant to NMSA 1978 Section 10-15-1(H)(6).

#### **Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to move into Executive Session.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

11:42 AM

#### **Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to move into Regular Session.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

12:25 PM

**Ryan Schwebach – County Chairman:** In Executive Session we discussed two items. The purchase, acquisition, or disposal of real property for Torrance County operations, closed pursuant to NMSA 1978 Section 10-15- 1(H)(8).

**No Action Taken.**

Discussion concerning a sole source contract exceeding \$2,500 (Superior Ambulance), closed pursuant to NMSA 1978 Section 10-15-1(H)(6).  
Manager will move forward as directed on various subjects regarding the situation and bring back to the Commission.

Item 12.F heard here on video/Audio.

**15. COMMISSION WORKSESSION AT TORRANCE COUNTY FAIRGROUNDS**

- A.** Travel to Fairgrounds for discussion and possible action regarding improvements.

No action will be taken, discussion only. Information will be gathered and be presented at a later commission meeting. Discussion amongst Commissioners as to location, size, construction, and budget of the new multipurpose complex.

**16. Announcement of the next Board of County Commissioners Meeting:**

Regular Commission Meeting November 8, 2023, 9:00 AM, Torrance County Admin Building.

**17. Signing of Official Documents**

**18. Adjourn.**

**Action Taken:**

**Ryan Schwebach – County Chairman:** Motion to adjourn.

**Kevin McCall – County Vice Chairman:** Seconds the motion.

**Roll Call Vote:** Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

**MOTION CARRIED**

**Meeting adjourned at 1:41 PM**

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Ryan Schwebach - Chairman

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Genell Morris – Admin Assistant

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Date

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Linda Jaramillo – County Clerk

The Video of this meeting can be viewed in its entirety on the  
Torrance County NM website. ([torrancecountynm.org](http://torrancecountynm.org))





*Agenda Item  
No. 9-A*



# ACCOUNTS PAYABLE CHECK REPORT APPROVAL

## Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **November 8, 2023**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$1,231,807.28**.

\_\_\_\_\_  
Kevin McCall, District 1

\_\_\_\_\_  
Ryan Schwebach, District 2

\_\_\_\_\_  
Samuel D. Schropp, District 3

## Attest:

\_\_\_\_\_  
Linda Jaramillo, County Clerk

## Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.

  
\_\_\_\_\_  
Kathryn Hernandez, County Treasurer

## Check Report Summary:

Check Report Dates:	10/20/2023 to 11/02/2023	
Total Checks:	181	Checks: 126245 to 126427
Voided Checks:	3	Checks: 126319, 126331, 126402
Bank Drafts:	10	BD: DFT0000568, DFT0000569, DFT0000570, DFT0000571, DFT0000573, DFT0000574, DFT0000575, DFT0000576, DFT0000577, DFT0000578
Electronic Fund Transfers:	3	EFT: 137 TO 139
Total of Payments Issued:	\$1,231,807.28	





Torrance County, NM

# Check Report

By Check Number

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
418	COLUMBUS BANK AND TRUST	10/25/2023	EFT	0.00	960.97	137
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>INV0002588</u>	Invoice	10/23/2023	Flex Plan	0.00	960.97	
	<u>401-000-9001</u>		Payroll Liabilities		960.97	
5189	SUNRISE BANK	10/25/2023	EFT	0.00	1,335.65	138
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>INV0002602</u>	Invoice	10/23/2023	Sunrise Loan	0.00	1,335.65	
	<u>401-000-9001</u>		Payroll Liabilities		1,335.65	
5189	SUNRISE BANK	10/30/2023	EFT	0.00	87.49	139
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>shortage 9.23</u>	Invoice	10/30/2023	shortage of funds September 2023 payroll	0.00	87.49	
	<u>401-000-9001</u>		Payroll Liabilities		87.49	
419	AFLAC	10/25/2023	Regular	0.00	2,548.56	126245
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>CM0000084</u>	Credit Memo	09/28/2023	Aflac	0.00	-19.50	
	<u>401-000-9001</u>		Payroll Liabilities		-19.50	
<u>INV0002530</u>	Invoice	10/12/2023	Aflac	0.00	900.38	
	<u>401-000-9001</u>		Payroll Liabilities		900.38	
<u>INV0002531</u>	Invoice	10/12/2023	Aflac	0.00	383.65	
	<u>401-000-9001</u>		Payroll Liabilities		383.65	
<u>INV0002580</u>	Invoice	10/23/2023	Aflac	0.00	900.38	
	<u>401-000-9001</u>		Payroll Liabilities		900.38	
<u>INV0002581</u>	Invoice	10/23/2023	Aflac	0.00	383.65	
	<u>401-000-9001</u>		Payroll Liabilities		383.65	
VEN01184	AIR CARE NEW MEXICO	10/25/2023	Regular	0.00	452.42	126246
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>7547</u>	Invoice	10/24/2023	Repair HVAC System District 3	0.00	452.42	
	<u>408-091-2215</u>		MAINTENANCE & REPAIR		452.42	
3207	AIRGAS USA LLC	10/25/2023	Regular	0.00	444.63	126247
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>9142762565</u>	Invoice	10/19/2023	District 3 Airgas Open PO	0.00	444.63	
	<u>408-091-2230</u>		SUPPLIES - MEDICAL		444.63	
4709	ALBUQUERQUE OFFICE SYSTEMS	10/25/2023	Regular	0.00	4,859.37	126248
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Distribution Amount</b>		
<u>11131</u>	Invoice	10/23/2023	Workspace for administrative Assistant	0.00	4,859.37	
	<u>620-094-2218</u>		MAINTENANCE & REPAIR		4,859.37	
66	ALBUQUERQUE PUBLISHING CO.	10/25/2023	Regular	0.00	43.95	126249



## Check Report

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10001573956-07</u>	Invoice	10/18/2023	FY24 Legal Notice for Budget Hearing	0.00	43.95	
	<u>401-055-2221</u>		PRINTING/PUBLISHING/A FY24 Legal Notice for Budget He		43.95	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	426.60	126250
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1RPL-3HJY-7694</u>	Invoice	10/23/2023	Napkins/Plates/Oil/Pens/Kleenex/Tablet/	0.00	426.60	
	<u>911-080-2218</u>		MAINTENANCE & REPAIR Heavy Duty Floormat (72x48)		155.60	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI File Desk Organizer (Blk)		18.04	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI Lubricating Oil		32.97	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI 15.6" Drawing Tablet w/ Screen		219.99	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	77.98	126251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1YYV6-HRDQ-1M</u>	Invoice	10/25/2023	Blades & belt	0.00	77.98	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR Blades & belt		45.99	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR Blades & belt		31.99	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	128.68	126252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1PNX-QWT6-C4T</u>	Invoice	10/18/2023	Supplies	0.00	128.68	
	<u>406-091-2220</u>		SUPPLIES - CLEANING Soap Dispenser		17.89	
	<u>406-091-2220</u>		SUPPLIES - CLEANING Soap		25.15	
	<u>413-091-2220</u>		SUPPLIES - CLEANING Bug Remover		62.98	
	<u>413-091-2220</u>		SUPPLIES - CLEANING Windex Refill		15.77	
	<u>413-091-2220</u>		SUPPLIES - CLEANING Windex		6.89	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	139.99	126253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1K9M-V696-L1RJ</u>	Invoice	10/24/2023	Supplies District 6	0.00	139.99	
	<u>418-091-2248</u>		SUPPLIES - SAFETY Pressure Washer		139.99	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	57.61	126254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1YMM-491M-N1</u>	Invoice	10/24/2023	Rocketbooks	0.00	57.61	
	<u>401-055-2219</u>		SUPPLIES - GENERAL OFFI Rocketbook for J Romero		25.61	
	<u>401-055-2219</u>		SUPPLIES - GENERAL OFFI Rocketbook for T Lowery		32.00	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	1,275.82	126255

## Check Report

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1PVVGM9KCQL9</u>	Invoice	10/25/2023	CLERK'S ELECTION SUPPLIES	0.00	1,275.82	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		14.99	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		20.62	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		29.98	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		296.01	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		50.57	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		369.00	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		74.96	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		29.98	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		84.34	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		32.95	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		108.60	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		126.87	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		16.99	
<u>401-021-2219</u>			SUPPLIES - GENERAL OFFI		19.96	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	208.29	126256
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1CGP-Y7XP-1XD7</u>	Invoice	10/24/2023	Toilet seats & door stoppers	0.00	208.29	
<u>401-015-2215</u>			MAINTENANCE & REPAIR		70.17	
<u>401-015-2215</u>			MAINTENANCE & REPAIR		138.12	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	586.90	126257
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1M7K-G4PM-7PV</u>	Invoice	10/18/2023	Supplies - cleaning, kennel, field, equipme	0.00	586.90	
<u>401-082-2218</u>			MAINTENANCE & REPAIR		242.20	
<u>401-082-2218</u>			MAINTENANCE & REPAIR		188.98	
<u>401-082-2220</u>			SUPPLIES - CLEANING		118.87	
<u>401-082-2223</u>			SUPPLIES - KENNEL		36.85	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	36.52	126258
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1JNR-NYX6-M17</u>	Invoice	10/24/2023	Snacks for JJC	0.00	36.52	
<u>635-068-2219</u>			SUPPLIES - GENERAL OFFI		36.52	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	131.26	126259
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>17JK-QDM4-6YL3</u>	Invoice	10/24/2023	Supplies District 6	0.00	131.26	
<u>418-091-2220</u>			SUPPLIES - CLEANING		67.82	
<u>418-091-2220</u>			SUPPLIES - CLEANING		35.45	
<u>418-091-2263</u>			SUPPLIES - FURNITURE/FI		27.99	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	70.20	126260
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1QKC-R6FC-4MJR</u>	Invoice	10/24/2023	LED bulbs	0.00	70.20	
<u>911-080-2215</u>			MAINTENANCE & REPAIR		70.20	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	151.99	126261
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>17HT-NM3C-6QV</u>	Invoice	10/24/2023	Hand truck	0.00	151.99	
<u>401-016-2215</u>			MAINTENANCE & REPAIR		151.99	
5450	AMAZON BUSINESS	10/25/2023	Regular	0.00	82.35	126262

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1T9L-WCQW-NW</u>	Invoice	10/18/2023	Staplers and staples	0.00	82.35	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		33.09	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		49.26	
182	AUTOMATED ELECTION SERVICES	10/25/2023	Regular	0.00	737.50	126263
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002579</u>	Invoice	10/23/2023	2023 RLE election supplies	0.00	737.50	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		56.25	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		81.25	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		600.00	
5408	BANK OF AMERICA	10/25/2023	Regular	0.00	29.00	126264
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SI-221967</u>	Invoice	10/18/2023	Scrubs for kennel assistants	0.00	29.00	
	<u>401-082-2236</u>		SUPPLIES - UNIFORMS		29.00	
4270	COLONIAL LIFE	10/25/2023	Regular	0.00	542.45	126265
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002534</u>	Invoice	10/12/2023	Colonial	0.00	137.35	
	<u>401-000-9001</u>		Payroll Liabilities		137.35	
<u>INV0002535</u>	Invoice	10/12/2023	Colonial Post tax	0.00	139.39	
	<u>401-000-9001</u>		Payroll Liabilities		139.39	
<u>INV0002584</u>	Invoice	10/23/2023	Colonial	0.00	126.32	
	<u>401-000-9001</u>		Payroll Liabilities		126.32	
<u>INV0002585</u>	Invoice	10/23/2023	Colonial Post tax	0.00	139.39	
	<u>401-000-9001</u>		Payroll Liabilities		139.39	
VEN01230	CTRL-P Inc	10/25/2023	Regular	0.00	850.00	126266
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2023-3848</u>	Invoice	10/25/2023	COMMISSION APPROVED ON 9.27.23	0.00	850.00	
	<u>401-021-2221</u>		PRINTING/PUBLISHING/A		850.00	
4383	DE LAGE LANDEN FINANCIAL SERVICE	10/25/2023	Regular	0.00	587.87	126267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81168601</u>	Invoice	10/24/2023	Recurring TCSO De Lage FY2024	0.00	587.87	
	<u>401-050-2284</u>		EQUIPMENT LEASES		587.87	
4383	DE LAGE LANDEN FINANCIAL SERVICE	10/25/2023	Regular	0.00	332.66	126268
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81167185</u>	Invoice	10/24/2023	Lease for copier	0.00	332.66	
	<u>401-008-2284</u>		LEASE EQUIPMENT		332.66	
4383	DE LAGE LANDEN FINANCIAL SERVICE	10/25/2023	Regular	0.00	285.75	126269
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81167188</u>	Invoice	10/24/2023	Monthly lease copier- DV	0.00	285.75	
	<u>690-009-2284</u>		CONTRACT - EQUIPMENT		285.75	
4383	DE LAGE LANDEN FINANCIAL SERVICE	10/25/2023	Regular	0.00	342.90	126270



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81167181</u>	Invoice	10/24/2023	Copier	0.00	342.90	
	<u>401-065-2221</u>		PRINTING/PUBLISHING/A		342.90	
4383	DE LAGE LANDEN FINANCIAL SERVICE	10/25/2023	Regular	0.00	325.02	126271
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81218086</u>	Invoice	10/24/2023	LEASE FOR COPY MACHINE	0.00	325.02	
	<u>401-040-2284</u>		EQUIPMENT LEASES		325.02	
VEN01187	Dearborn Life Insurance Company	10/25/2023	Regular	0.00	847.05	126272
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002532</u>	Invoice	10/12/2023	VISION INSURANCE	0.00	314.22	
	<u>401-000-9001</u>		Payroll Liabilities		314.22	
<u>INV0002533</u>	Invoice	10/12/2023	VISION POST TAX	0.00	104.58	
	<u>401-000-9001</u>		Payroll Liabilities		104.58	
<u>INV0002582</u>	Invoice	10/23/2023	VISION INSURANCE	0.00	323.67	
	<u>401-000-9001</u>		Payroll Liabilities		323.67	
<u>INV0002583</u>	Invoice	10/23/2023	VISION POST TAX	0.00	104.58	
	<u>401-000-9001</u>		Payroll Liabilities		104.58	
4834	DELTA DENTAL OF NEW MEXICO INC	10/25/2023	Regular	0.00	4,260.13	126273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002536</u>	Invoice	10/12/2023	Dental Insurance	0.00	1,479.30	
	<u>401-000-9001</u>		Payroll Liabilities		1,479.30	
<u>INV0002537</u>	Invoice	10/12/2023	Dental Insurance	0.00	628.94	
	<u>401-000-9001</u>		Payroll Liabilities		628.94	
<u>INV0002586</u>	Invoice	10/23/2023	Dental Insurance	0.00	1,522.95	
	<u>401-000-9001</u>		Payroll Liabilities		1,522.95	
<u>INV0002587</u>	Invoice	10/23/2023	Dental Insurance	0.00	628.94	
	<u>401-000-9001</u>		Payroll Liabilities		628.94	
1802	DESIGN SILK SCREEN PRINTERS	10/25/2023	Regular	0.00	2,225.00	126274
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>36394</u>	Invoice	10/18/2023	Decals for PZ4 and PZ5	0.00	2,225.00	
	<u>401-008-2201</u>		MAINTENANCE & REPAIR		345.00	
	<u>401-008-2201</u>		MAINTENANCE & REPAIR		1,880.00	
4622	DOMINION VOTING SYSTEMS INC	10/25/2023	Regular	0.00	3,534.35	126275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002578</u>	Invoice	10/18/2023	Equipment for Election Tabulators	0.00	3,534.35	
	<u>401-021-2219</u>		SUPPLIES - GENERAL OFFI		3,534.35	
4705	DOUBLE H AUTO	10/25/2023	Regular	0.00	3.89	126276
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>080074</u>	Invoice	10/18/2023	Napa open P/O for Maint	0.00	3.89	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		3.89	
4979	DT AUTOMOTIVE	10/25/2023	Regular	0.00	200.00	126277

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCSO 24-00565</u>	Invoice	10/18/2023	Charger Repairs	0.00	200.00	
	<u>401-050-2201</u>		MAINTENANCE & REPAIR		200.00	
5319	DUCARME, ARTHUR	10/25/2023	Regular	0.00	95.00	126278
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002574</u>	Invoice	10/18/2023	PZ Board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
2554	EPCOR USA, INC.	10/25/2023	Regular	0.00	106.43	126279
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09.2023</u>	Invoice	10/18/2023	Monthly water dist 2	0.00	106.43	
	<u>406-091-2210</u>		UTILITIES - WATER		106.43	
5548	ESTRADA, CHRISTINA	10/25/2023	Regular	0.00	95.00	126280
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002575</u>	Invoice	10/18/2023	PZ Board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
2555	EWSWA	10/25/2023	Regular	0.00	4,241.55	126281
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1946</u>	Invoice	10/18/2023	Resolution 2023-19 clean up	0.00	2,973.49	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		1,750.00	
	<u>685-008-2274</u>		Resolution 2023-19 clean up		863.49	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		360.00	
<u>1947</u>	Invoice	10/18/2023	Resolution 2023-18 clean up	0.00	1,268.06	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		360.00	
	<u>685-008-2274</u>		Resolution 2023-18 clean up		750.00	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		158.06	
2555	EWSWA	10/25/2023	Regular	0.00	3,180.54	126282
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1945</u>	Invoice	10/18/2023	Resolution 2023-20 clean up	0.00	3,180.54	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		360.00	
	<u>685-008-2274</u>		Resolution 2023-20 clean up		820.54	
	<u>685-008-2274</u>		CONTRACT - PROPERTY C		2,000.00	
5037	GALLEGOS, MELANIE	10/25/2023	Regular	0.00	900.00	126283
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>100</u>	Invoice	10/23/2023	DISC JOCKEY SERVICES	0.00	900.00	
	<u>605-003-2271</u>		CONTRACT - OTHER SERV		900.00	
5191	GINO'S PIZZA BARN	10/25/2023	Regular	0.00	172.02	126284
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>Oct212023</u>	Invoice	10/24/2023	Rehab for live burn training	0.00	172.02	
	<u>604-083-2248</u>		SUPPLIES - SAFETY		172.02	
5019	GLOBE LIFE & ACCIDENT INSURANCE	10/25/2023	Regular	0.00	326.00	126285
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002539</u>	Invoice	10/12/2023	Globe Life Insurance	0.00	163.00	
	<u>401-000-9001</u>		Payroll Liabilities		163.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>INV0002589</u>	Invoice	10/23/2023	Globe Life Insurance	0.00	163.00	
	<u>401-000-9001</u>		Payroll Liabilities		163.00	
4050	GM EMULSION LLC	10/25/2023	Regular	0.00	13,180.00	126286
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>CP100-10355</u>	Invoice	10/23/2023	Culverts for A001/ Ewing Road TPF Projec	0.00	13,180.00	
	<u>629-060-2793</u>		EWING ROAD IMPROVEM		13,180.00	
36	GUSTIN HARDWARE, INC.	10/25/2023	Regular	0.00	0.94	126287
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>363889</u>	Invoice	10/18/2023	Fair grd open P/O FY-24	0.00	0.94	
	<u>401-053-2215</u>		MAINTENANCE & REPAIR		0.94	
214	HART'S TRUSTWORTHY HARDWARE	10/25/2023	Regular	0.00	92.85	126288
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>A129861</u>	Invoice	10/25/2023	Admin open P/O FY-24	0.00	92.85	
	<u>401-015-2215</u>		MAINTENANCE & REPAIR		92.85	
214	HART'S TRUSTWORTHY HARDWARE	10/25/2023	Regular	0.00	14.17	126289
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>A129633</u>	Invoice	10/24/2023	Harts Open PO 7/23-10/23	0.00	14.17	
	<u>406-091-2248</u>		SUPPLIES - SAFETY		14.17	
214	HART'S TRUSTWORTHY HARDWARE	10/25/2023	Regular	0.00	84.99	126290
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>A128493</u>	Invoice	10/17/2023	Harts Open PO 7/23-10/23	0.00	84.99	
	<u>406-091-2215</u>		MAINTENANCE & REPAIR		84.99	
214	HART'S TRUSTWORTHY HARDWARE	10/25/2023	Regular	0.00	39.97	126291
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>A129860</u>	Invoice	10/25/2023	Judicial open P/O FY-24	0.00	39.97	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR		39.97	
4910	HIGHER STANDARDS AUTOMOTIVE	10/25/2023	Regular	0.00	545.94	126292
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>4201, 4202, 4210</u>	Invoice	10/24/2023	Batteries and and oil change for vehicles	0.00	545.94	
	<u>401-082-2201</u>		MAINTENANCE & REPAIR		545.94	
3587	HOMESTEAD WATER CO.	10/25/2023	Regular	0.00	42.49	126293
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>10.2023</u>	Invoice	10/24/2023	Monthly water bill district 5	0.00	42.49	
	<u>405-091-2210</u>		UTILITIES - WATER		42.49	
4846	HORIZONS OF NEW MEXICO	10/25/2023	Regular	0.00	27.56	126294
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>SINV037321</u>	Invoice	10/11/2023	Recycle Bin Monthly	0.00	27.56	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR		4.43	
	<u>612-020-2203</u>		MAINTENANCE & REPAIR		23.13	
4339	LIBERTY NATIONAL LIFE INSURANCE	10/25/2023	Regular	0.00	1,442.14	126295



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002541</u>	Invoice	10/12/2023	Liberty Life Insurance	0.00	162.86	
<u>401-000-9001</u>	Payroll Liabilities	Liberty Life Insurance	162.86			
<u>INV0002542</u>	Invoice	10/12/2023	Liberty Life Insurance	0.00	189.44	
<u>401-000-9001</u>	Payroll Liabilities	Liberty Life Insurance	189.44			
<u>INV0002591</u>	Invoice	10/23/2023	Liberty Life Insurance	0.00	900.40	
<u>401-000-9001</u>	Payroll Liabilities	Liberty Life Insurance	162.86			
<u>401-000-9001</u>	Payroll Liabilities	Liberty Life Insurance/August 20	737.54			
<u>INV0002592</u>	Invoice	10/23/2023	Liberty Life Insurance	0.00	189.44	
<u>401-000-9001</u>	Payroll Liabilities	Liberty Life Insurance	189.44			
4501	LOCO JUMPS, INC	10/25/2023	Regular	0.00	685.79	126296
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>45312</u>	Invoice	10/23/2023	Bounce House for 5k	0.00	685.79	
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Travel fee for Estancia	328.59			
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Bounce House for 5k	210.00			
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Repeat customer discount	-10.00			
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Generator	110.00			
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Fire extinguisher	20.00			
<u>605-003-2271</u>	CONTRACT - OTHER SERV	Damage waiver	27.20			
VEN01183	Metropolitan Life Insurance Company	10/25/2023	Regular	0.00	4,123.04	126297
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002543</u>	Invoice	10/12/2023	MET LIFE LTD	0.00	734.33	
<u>401-000-9001</u>	Payroll Liabilities	MET LIFE LTD	734.33			
<u>INV0002544</u>	Invoice	10/12/2023	Metlife employer	0.00	509.05	
<u>401-000-9001</u>	Payroll Liabilities	Metlife employer life and accide	509.05			
<u>INV0002545</u>	Invoice	10/12/2023	Metropolitan Supplemental Life	0.00	29.96	
<u>401-000-9001</u>	Payroll Liabilities	Metropolitan Supplemental Pos	29.96			
<u>INV0002593</u>	Invoice	10/23/2023	MET LIFE LTD	0.00	2,306.34	
<u>401-000-9001</u>	Payroll Liabilities	MET LIFE LTD	756.74			
<u>401-000-9001</u>	Payroll Liabilities	MET LIFE LTD	1,549.60			
<u>INV0002594</u>	Invoice	10/23/2023	Metlife employer	0.00	513.40	
<u>401-000-9001</u>	Payroll Liabilities	Metlife employer life and accide	513.40			
<u>INV0002595</u>	Invoice	10/23/2023	Metropolitan Supplemental Life	0.00	29.96	
<u>401-000-9001</u>	Payroll Liabilities	Metropolitan Supplemental Pos	29.96			
721	MORIARTY FOODS	10/25/2023	Regular	0.00	122.17	126298
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC DV PROJECT</u>	Invoice	10/25/2023	DV SUPPORT FOR VICTIMS	0.00	122.17	
<u>692-049-2283</u>	VICTIM'S SUPPORT	DV SUPPORT FOR VICTIMS	122.17			
4987	NEW YORK LIFE	10/25/2023	Regular	0.00	304.28	126299
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002547</u>	Invoice	10/12/2023	New York Life Insurance	0.00	67.17	
<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance	67.17			
<u>INV0002548</u>	Invoice	10/12/2023	New York Life Insurance	0.00	84.97	
<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance	84.97			
<u>INV0002597</u>	Invoice	10/23/2023	New York Life Insurance	0.00	67.17	
<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance	67.17			
<u>INV0002598</u>	Invoice	10/23/2023	New York Life Insurance	0.00	84.97	

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-000-9001</u>	Payroll Liabilities	New York Life Insurance		84.97	
394	NM EMS BUREAU	10/25/2023	Regular	0.00	65.00	126300
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>E3779374</u>	Invoice	10/24/2023	EMT Basic License Chris Fuertes	0.00	65.00	
	<u>405-091-2266</u>		EMPLOYEE TRAINING		65.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	10/25/2023	Regular	0.00	6,410.03	126301
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>CM0000085</u>	Credit Memo	10/19/2023	Retiree Health Care	0.00	-21.01	
	<u>401-000-9001</u>		Payroll Liabilities		-21.01	
<u>INV0002601</u>	Invoice	10/23/2023	Retiree Health Care	0.00	6,431.04	
	<u>401-000-9001</u>		Payroll Liabilities		6,431.04	
5307	NUBE GROUP	10/25/2023	Regular	0.00	231.08	126302
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>63414</u>	Invoice	10/18/2023	color copy overages	0.00	231.08	
	<u>401-008-2203</u>		MAINTENANCE & REPAIR		231.08	
5307	NUBE GROUP	10/25/2023	Regular	0.00	7.45	126303
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>IN62946</u>	Invoice	10/23/2023	Recurring NUBE FY2024	0.00	7.45	
	<u>401-050-2203</u>		MAINTENANCE & REPAIR		7.45	
5307	NUBE GROUP	10/25/2023	Regular	0.00	274.10	126304
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>IN63998</u>	Invoice	10/23/2023	Recurring NUBE FY2024	0.00	274.10	
	<u>401-050-2203</u>		MAINTENANCE & REPAIR		274.10	
5307	NUBE GROUP	10/25/2023	Regular	0.00	257.06	126305
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>IN63409</u>	Invoice	10/23/2023	Recurring NUBE FY2024	0.00	257.06	
	<u>401-050-2203</u>		MAINTENANCE & REPAIR		257.06	
2021	PRE-PAID LEGAL SERVICES, INC	10/25/2023	Regular	0.00	436.79	126306
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>INV0002540</u>	Invoice	10/12/2023	Legal Shield	0.00	226.87	
	<u>401-000-9001</u>		Payroll Liabilities		226.87	
<u>INV0002590</u>	Invoice	10/23/2023	Legal Shield	0.00	209.92	
	<u>401-000-9001</u>		Payroll Liabilities		209.92	
4832	PRESBYTERIAN HEALTH PLAN	10/25/2023	Regular	0.00	74,122.94	126307
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>INV0002549</u>	Invoice	10/12/2023	Presbyterian Health Insurance	0.00	24,984.26	
	<u>401-000-9001</u>		Payroll Liabilities		24,984.26	
<u>INV0002550</u>	Invoice	10/12/2023	Presbyterian Health Insurance	0.00	11,766.43	
	<u>401-000-9001</u>		Payroll Liabilities		11,766.43	
<u>INV0002599</u>	Invoice	10/23/2023	Presbyterian Health Insurance	0.00	25,605.82	
	<u>401-000-9001</u>		Payroll Liabilities		25,605.82	
<u>INV0002600</u>	Invoice	10/23/2023	Presbyterian Health Insurance	0.00	11,766.43	

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-000-9001</u>	Payroll Liabilities	Presbyterian Health Insurance		11,766.43	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	215.07	126308
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450693694</u>	Invoice	10/24/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	211.99	126309
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>45069602</u>	Invoice	10/24/2023	Uniforms	0.00	211.99	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		211.99	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	108.61	126310
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450695499</u>	Invoice	10/18/2023	uniforms & supplies	0.00	108.61	
	<u>401-015-2203</u>		MAINTENANCE & REPAIR		108.61	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	215.07	126311
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450692790</u>	Invoice	10/24/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	215.07	126312
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450691902</u>	Invoice	10/24/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	215.07	126313
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450696410</u>	Invoice	10/24/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	10/25/2023	Regular	0.00	215.07	126314
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>450695501</u>	Invoice	10/24/2023	Uniforms	0.00	215.07	
	<u>402-060-2236</u>		SUPPLIES - UNIFORMS		215.07	
5673	Quay County Government	10/25/2023	Regular	0.00	250.00	126315
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>5768</u>	Invoice	10/18/2023	Quay Co Inmate Housing 08/23	0.00	250.00	
	<u>420-070-2172</u>		CARE OF INMATES		250.00	
5572	RAH Intermediate, LLC	10/25/2023	Regular	0.00	1,324.83	126316
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>	
<u>213717</u>	Invoice	10/18/2023	Vaccines, medicine, chips for cats and dog	0.00	1,324.83	
	<u>401-082-2115</u>		SUPPLIES - PHARMACY		-18.60	
	<u>401-082-2115</u>		SUPPLIES - PHARMACY		227.98	
	<u>401-082-2115</u>		SUPPLIES - PHARMACY		233.97	
	<u>401-082-2115</u>		SUPPLIES - PHARMACY		92.99	
	<u>401-082-2115</u>		SUPPLIES - PHARMACY		88.49	
	<u>401-082-2223</u>		SUPPLIES - KENNEL		700.00	

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01156	SANCHEZ, JAVIER ERNESTO	10/25/2023	Regular	0.00	24.37	126317
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>301478</u>	Invoice	10/19/2023	Judicial open P/O FY-24	0.00	24.37	
<u>401-016-2215</u>	MAINTENANCE & REPAIR	Judicial open P/O FY-24			24.37	
5426	SENERGY PETROLEUM, LLC	10/25/2023	Regular	0.00	56.20	126318
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>SEN-639501</u>	Invoice	10/23/2023	55 Gallon Poly Drum DEF District 2	0.00	56.20	
<u>406-091-2201</u>	MAINTENANCE & REPAIR	Hand Pump			56.20	
5426	SENERGY PETROLEUM, LLC	10/25/2023	Regular	0.00	10,657.37	126319
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>653170</u>	Invoice	10/18/2023	Fuel	0.00	4,971.02	
<u>402-060-2202</u>	SUPPLIES - VEHICLE FUEL	Fuel			4,971.02	
<u>872864</u>	Invoice	10/18/2023	Fuel	0.00	715.33	
<u>402-060-2202</u>	SUPPLIES - VEHICLE FUEL	Fuel			715.33	
<u>SEN-653170</u>	Invoice	10/25/2023	Fuel	0.00	4,971.02	
<u>402-060-2202</u>	SUPPLIES - VEHICLE FUEL	Fuel			4,971.02	
5426	SENERGY PETROLEUM, LLC	10/30/2023	Regular	0.00	-10,657.37	126319
5323	SOUTHWEST COPY SYSTEMS	10/25/2023	Regular	0.00	31.95	126320
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>524255</u>	Invoice	10/23/2023	TREASURER COPIER OVERAGES FY2024	0.00	31.95	
<u>401-030-2221</u>	PRINTING/PUBLISHING/A	TREASURER COPIER OVERAGES			31.95	
5323	SOUTHWEST COPY SYSTEMS	10/25/2023	Regular	0.00	36.17	126321
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>521980</u>	Invoice	10/23/2023	TREASURER COPIER OVERAGES FY2024	0.00	36.17	
<u>401-030-2221</u>	PRINTING/PUBLISHING/A	TREASURER COPIER OVERAGES			36.17	
3978	STAPLES BUSINESS ADVANTAGE	10/25/2023	Regular	0.00	237.93	126322
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002527</u>	Invoice	10/05/2023	TCSO SWAG	0.00	237.93	
<u>401-050-2224</u>	SUPPLIES - EDUCATION	crayon packs			217.77	
<u>401-050-2224</u>	SUPPLIES - EDUCATION	Mailing Seals			20.16	
5539	SUMMITT FIRE & SECURITY LLC	10/25/2023	Regular	0.00	213.71	126323
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>588005318</u>	Invoice	10/18/2023	Quarterly Monitoring	0.00	213.71	
<u>401-015-2203</u>	MAINTENANCE & REPAIR	Quarterly Monitoring			213.71	
1335	TORRANCE COUNTY	10/25/2023	Regular	0.00	82.98	126324
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002603</u>	Invoice	10/23/2023	Torrance County Property Tax	0.00	82.98	
<u>401-000-9001</u>	Payroll Liabilities	Torrance County Property Tax			82.98	
2787	WASHINGTON NATIONAL INSURANCE CO	10/25/2023	Regular	0.00	79.96	126325
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002556</u>	Invoice	10/12/2023	Washington National Life	0.00	39.98	
<u>401-000-9001</u>	Payroll Liabilities	Washington National Life			39.98	
<u>INV0002606</u>	Invoice	10/23/2023	Washington National Life	0.00	39.98	



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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-000-9001</u>	Payroll Liabilities	Washington National Life		39.98	
178	U.S. POSTMASTER	10/26/2023	Regular	0.00	28,000.00	126326
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>FY2024 Postage</u>	Invoice	10/26/2023	Permit 12 Postage FY24	0.00	28,000.00	
	<u>401-010-2206</u>	POSTAGE	Permit 12 Postage FY24		28,000.00	
VEN01184	AIR CARE NEW MEXICO	11/01/2023	Regular	0.00	1,084.86	126327
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>7525</u>	Invoice	10/30/2023	inspection & repair of HVAC unit	0.00	1,084.86	
	<u>401-015-2215</u>	MAINTENANCE & REPAIR	inspection & repair of HVAC unit		1,084.86	
5450	AMAZON BUSINESS	11/01/2023	Regular	0.00	892.93	126328
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>1MNL-WTCJ-39D</u>	Invoice	10/26/2023	Event equipment	0.00	892.93	
	<u>605-003-2218</u>	FURN/FIX/EQUIP PURCHA	Speaker system		338.00	
	<u>605-003-2218</u>	FURN/FIX/EQUIP PURCHA	6 ft folding tables		322.95	
	<u>605-003-2218</u>	FURN/FIX/EQUIP PURCHA	Coleman portable wheeled cool		231.98	
5450	AMAZON BUSINESS	11/01/2023	Regular	0.00	68.54	126329
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>1QHF-QK1P-36PX</u>	Invoice	10/25/2023	Carbon Monoxide Detector (2 pack)	0.00	68.54	
	<u>604-083-2218</u>	MAINTENANCE & REPAIR	Carbon Monoxide Detector (2 p		68.54	
5450	AMAZON BUSINESS	11/01/2023	Regular	0.00	714.36	126330
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>		
<u>197V-HRLJ-9NGP</u>	Invoice	10/30/2023	Hand Sanitizer/Trash Bags/Bins/Tool Kit/S	0.00	714.36	
	<u>911-080-2218</u>	MAINTENANCE & REPAIR	Heavy Duty Doormat - 72x48 (G		59.89	
	<u>911-080-2218</u>	MAINTENANCE & REPAIR	Tool Set (208 piece)		59.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Scissors (3 pack)		11.98	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Fluorescent Light Covers - Nebul		39.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Fluorescent Light Covers - Norw		39.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Coffee Stirrers (1000 ct)		5.93	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	2024 Planner		8.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Shipping and Handling		51.30	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Label Tape Replacement (4 pack		12.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Stackable Refrigerator Organizer		74.97	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Magnetic Adhesive Sheets (45 p		7.99	
	<u>911-080-2219</u>	SUPPLIES - GENERAL OFFI	Picture Frame 4x6 (2 pack)		15.79	
	<u>911-080-2220</u>	SUPPLIES - CLEANING	Hand Sanitizer (Refills)		131.26	
	<u>911-080-2220</u>	SUPPLIES - CLEANING	Trash Bage (12-16 gal) 250 ct.		41.09	
	<u>911-080-2220</u>	SUPPLIES - CLEANING	Trash Bage (45 gal) 250 ct.		50.59	
	<u>911-080-2220</u>	SUPPLIES - CLEANING	Hand Sanitizer Dispensers		15.12	
	<u>911-080-2220</u>	SUPPLIES - CLEANING	Pledge (6 pack)		86.50	
	<b>**Void**</b>	11/01/2023	Regular	0.00	0.00	126331
5450	AMAZON BUSINESS	11/01/2023	Regular	0.00	617.05	126332

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1TXK-3MQR-3L1F	Invoice	10/30/2023	Supplies District 6	0.00	617.05	
	<u>418-091-2219</u>		SUPPLIES - GENERAL OFFI		4.94	
	<u>418-091-2219</u>		SUPPLIES - GENERAL OFFI		19.99	
	<u>418-091-2219</u>		SUPPLIES - GENERAL OFFI		53.57	
	<u>418-091-2219</u>		SUPPLIES - GENERAL OFFI		113.64	
	<u>418-091-2220</u>		SUPPLIES - CLEANING		23.99	
	<u>418-091-2220</u>		SUPPLIES - CLEANING		49.97	
	<u>418-091-2220</u>		SUPPLIES - CLEANING		30.98	
	<u>418-091-2263</u>		SUPPLIES - FURNITURE/FI		194.99	
	<u>418-091-2263</u>		SUPPLIES - FURNITURE/FI		34.99	
	<u>418-091-2263</u>		SUPPLIES - FURNITURE/FI		89.99	
5408	BANK OF AMERICA	11/01/2023	Regular	0.00	216.56	126333
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>260616</u>	Invoice	10/26/2023	Laser checks for payroll and payables	0.00	216.56	
	<u>401-055-2219</u>		SUPPLIES - GENERAL OFFI		216.56	
5538	BOHANNAN HUSTON, INC.	11/01/2023	Regular	0.00	13,378.86	126334
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>00126084</u>	Invoice	11/01/2023	Duran Tank Design	0.00	13,378.86	
	<u>803-059-2690</u>		E2241 DURAN WATER SYS		13,378.86	
4812	CAIN, MACKLEE	11/01/2023	Regular	0.00	3,105.00	126335
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR MC</u>	Invoice	11/01/2023	TC FAIR 2023 PARTIAL ANIMAL SALE & AD	0.00	3,105.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		3,000.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		105.00	
3357	CENTRAL NEW MEXICO PUMPING	11/01/2023	Regular	0.00	575.00	126336
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>146754</u>	Invoice	10/26/2023	TOILETS FOR 5K	0.00	575.00	
	<u>605-003-2271</u>		CONTRACT - OTHER SERV		175.00	
	<u>605-003-2271</u>		CONTRACT - OTHER SERV		300.00	
	<u>605-003-2271</u>		CONTRACT - OTHER SERV		100.00	
2636	CHAVEZ, BERNICE	11/01/2023	Regular	0.00	40.00	126337
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002628</u>	Invoice	10/26/2023	Election School	0.00	40.00	
	<u>401-021-2226</u>		ELECTION COSTS		40.00	
5474	CHAVEZ, LEXI	11/01/2023	Regular	0.00	126.00	126338
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR LC</u>	Invoice	11/01/2023	TC FAIR 2023 PAID IN FULL	0.00	126.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		126.00	
5363	CONNELL, GAVIN	11/01/2023	Regular	0.00	222.80	126339
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR GC 2023</u>	Invoice	11/01/2023	TC FAIR 2023 NON SALE PACKER & ADD O	0.00	222.80	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		212.80	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		10.00	
5416	CRYSTAL SPRINGS	11/01/2023	Regular	0.00	16.00	126340

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>83246</u>	Invoice	10/11/2023	Water Delivery for FY24	0.00	16.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		16.00	
5416	CRYSTAL SPRINGS	11/01/2023	Regular	0.00	16.00	126341
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>88201</u>	Invoice	10/26/2023	Water Delivery for FY24	0.00	16.00	
	<u>911-080-2219</u>		SUPPLIES - GENERAL OFFI		16.00	
VEN01230	CTRL-P Inc	11/01/2023	Regular	0.00	900.00	126342
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2023-4301</u>	Invoice	10/26/2023	NEWSPAPER ADVERTISING	0.00	900.00	
	<u>605-003-2221</u>		PRINTING/PUBLISHING/A		900.00	
5561	CULLIGAN ABQ LLC	11/01/2023	Regular	0.00	61.00	126343
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002620</u>	Invoice	10/26/2023	CULLIGAN DISPENSER PAYMENTS	0.00	61.00	
	<u>401-040-2219</u>		SUPPLIES-OFFICE		61.00	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/01/2023	Regular	0.00	475.26	126344
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18777742</u>	Invoice	10/26/2023	Buyout on Assessor Copier Contract 2556	0.00	475.26	
	<u>620-094-2218</u>		MAINTENANCE & REPAIR		375.32	
	<u>620-094-2218</u>		MAINTENANCE & REPAIR		99.94	
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/01/2023	Regular	0.00	1,140.90	126345
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>81167183</u>	Invoice	10/26/2023	Assessor Office Contract 25569228	0.00	1,140.90	
	<u>620-094-2218</u>		MAINTENANCE & REPAIR		735.21	
	<u>620-094-2218</u>		MAINTENANCE & REPAIR		405.69	
5601	DRAGONFLY TRAINING AND CONSULTAT	11/01/2023	Regular	0.00	323.04	126346
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>101823</u>	Invoice	10/26/2023	Euthanasia technician training x 6	0.00	323.04	
	<u>401-082-2266</u>		EMPLOYEE TRAINING		323.04	
4979	DT AUTOMOTIVE	11/01/2023	Regular	0.00	1,260.00	126347
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TCSO 24-00772</u>	Invoice	10/27/2023	Head Gasket LP 04200G	0.00	1,260.00	
	<u>401-050-2201</u>		MAINTENANCE & REPAIR		1,260.00	
2585	EAST MOUNTAIN AUTO GLASS	11/01/2023	Regular	0.00	750.00	126348
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>25429</u>	Invoice	10/31/2023	Tint for 2023 new trucks and 2019 Ford	0.00	750.00	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		750.00	
VEN01228	EISENBERGER, MOLLIE	11/01/2023	Regular	0.00	1,516.65	126349
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR ME</u>	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PAID IN FULL	0.00	1,516.65	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		1,516.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4950	ENCINIAS, NORA	11/01/2023	Regular	0.00	695.38	126350
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR NE</u>	Invoice	11/01/2023	TC FAIR 2023 PAID IN FULL	0.00	695.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		695.38	
430	FLEMING CHEMICAL CO INC	11/01/2023	Regular	0.00	356.14	126351
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>58625</u>	Invoice	10/30/2023	WET/DRY Vac	0.00	356.14	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		356.14	
3064	FROST, JIM	11/01/2023	Regular	0.00	95.00	126352
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002576</u>	Invoice	10/18/2023	PZ board member compensation	0.00	95.00	
	<u>401-008-2300</u>		TRAVEL - APPOINTED BO		95.00	
4896	GARCIA, JOYCE	11/01/2023	Regular	0.00	40.00	126353
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002629</u>	Invoice	10/26/2023	Election School	0.00	40.00	
	<u>401-021-2226</u>		ELECTION COSTS		40.00	
4050	GM EMULSION LLC	11/01/2023	Regular	0.00	2,136.00	126354
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10354</u>	Invoice	10/25/2023	Culvert and Band for CAP project	0.00	2,136.00	
	<u>402-060-2403</u>		CAP MATCHING		2,136.00	
1756	GOSERCO INC.	11/01/2023	Regular	0.00	4,092.28	126355
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>12260</u>	Invoice	10/30/2023	Eventide Recorder Extended Warranty Pla	0.00	4,092.28	
	<u>911-080-2203</u>		MAINTENANCE & REPAIR		3,281.38	
	<u>911-080-2228</u>		SOFTWARE		810.90	
5469	HARRAL, CHLOEJEAN	11/01/2023	Regular	0.00	870.38	126356
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR CH</u>	Invoice	11/01/2023	TC FAIR ADD ONS PD IN FULL 2023	0.00	870.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		870.38	
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	24.15	126357
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B521695</u>	Invoice	10/31/2023	Judicial open P/O FY-24	0.00	24.15	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR		24.15	
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	38.99	126358
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>A130358</u>	Invoice	10/31/2023	Operations open P/O FY-24	0.00	38.99	
	<u>401-065-2218</u>		MAINTENANCE & REPAIR		38.99	
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	264.43	126359
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B521698</u>	Invoice	10/31/2023	Judicial open P/O FY-24	0.00	264.43	
	<u>401-016-2215</u>		MAINTENANCE & REPAIR		264.43	



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	176.20	126360
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>A-128913</u>	Invoice	10/30/2023	Judicial open P/O FY-24	0.00	176.20	
	<u>401-016-2215</u>	MAINTENANCE & REPAIR	Judicial open P/O FY-24		176.20	
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	16.47	126361
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B521642</u>	Invoice	10/30/2023	Judicial open P/O FY-24	0.00	16.47	
	<u>401-016-2215</u>	MAINTENANCE & REPAIR	Judicial open P/O FY-24		16.47	
214	HART'S TRUSTWORTHY HARDWARE	11/01/2023	Regular	0.00	10.99	126362
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>B521699</u>	Invoice	10/31/2023	Judicial open P/O FY-24	0.00	10.99	
	<u>401-016-2215</u>	MAINTENANCE & REPAIR	Judicial open P/O FY-24		10.99	
3712	JOHNSTON, DANIELLE	11/01/2023	Regular	0.00	115.00	126363
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002577</u>	Invoice	10/18/2023	PZ Board member compensation	0.00	95.00	
	<u>401-008-2300</u>	TRAVEL - APPOINTED BO	PZ Board member compensatio		95.00	
<u>INV0002630</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>	ELECTION COSTS	Election School		20.00	
VEN01238	Julie Gravel-Pickering	11/01/2023	Regular	0.00	405.60	126364
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>NM EMERGENCY/</u>	Invoice	11/01/2023	TRAVEL TO RUIDOSO NM EMERGENCY M	0.00	405.60	
	<u>604-083-2205</u>	TRAVEL - EMPLOYEES	TRAVEL TO RUIDOSO NM EMER		405.60	
4772	KILLEBREW, KAYDENCE	11/01/2023	Regular	0.00	65.00	126365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>TC FAIR KK</u>	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PD IN FULL	0.00	65.00	
	<u>412-053-2249</u>	ANIMAL SALES AT COUNT	TC FAIR 2023 ADD ONS PD IN FU		65.00	
VEN01229	LUJAN, AMANDA	11/01/2023	Regular	0.00	106.80	126366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>LC INFRASTRUCT</u>	Invoice	11/01/2023	RETURN FROM LAS CRUCES NM INFRASTR	0.00	64.00	
	<u>401-055-2205</u>	TRAVEL - EMPLOYEES	RETURN FROM LAS CRUCES NM		64.00	
<u>NMDOT/TAP</u>	Invoice	11/01/2023	RETURN FROM LAS VEGAS NM NMDOT L/	0.00	42.80	
	<u>401-055-2205</u>	TRAVEL - EMPLOYEES	RETURN FROM LAS VEGAS NM		42.80	
947	LUNA, ANNETTE P	11/01/2023	Regular	0.00	20.00	126367
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002631</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>	ELECTION COSTS	Election School		20.00	
VEN01137	Luna, Fred	11/01/2023	Regular	0.00	20.00	126368
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INV0002632</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>	ELECTION COSTS	Election School		20.00	
5621	MAGOURILOS, FRANK G.	11/01/2023	Regular	0.00	1,583.00	126369

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002617</u>	Invoice	10/25/2023	Program evaluation	0.00	1,583.00	
	<u>605-002-2271</u>		CONTRACT - OTHER SERV		1,583.00	
5475	MENDEZ, MADELYNN	11/01/2023	Regular	0.00	465.38	126370
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR MM</u>	Invoice	11/01/2023	TC FAIR 2023 PAID IN FULL	0.00	465.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		465.38	
			TC FAIR 2023 PAID IN FULL			
VEN01254	Michael "Miguel" Pacheco	11/01/2023	Regular	0.00	4,885.38	126371
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR MP</u>	Invoice	11/01/2023	TC FAIR 2023 ANIMAL SALE AND ADD ON	0.00	4,885.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		4,500.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		520.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		-135.00	
VEN01239	Michael Barela	11/01/2023	Regular	0.00	7,307.05	126372
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR MB</u>	Invoice	11/01/2023	TC FAIR ADD ONS PAID IN FULL	0.00	517.05	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		517.05	
<u>TC FAIR MB 2023</u>	Invoice	11/01/2023	TC FAIR 2023 ANIMAL SALE & ADD ONS P	0.00	6,790.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		7,000.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		-210.00	
721	MORIARTY FOODS	11/01/2023	Regular	0.00	73.85	126373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002644</u>	Invoice	10/31/2023	Candy for Halloween outreach event	0.00	73.85	
	<u>607-035-2257</u>		OUTREACH MATERIALS		14.90	
	<u>607-035-2257</u>		OUTREACH MATERIALS		58.95	
3079	NESS-REYES, KATHY	11/01/2023	Regular	0.00	673.23	126374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2100066</u>	Invoice	10/09/2023	REFUND FOR REPLACEMENT OF TIRES	0.00	673.23	
	<u>420-073-2201</u>		MAINTENANCE & REPAIR		673.23	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	1,408.66	126375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1932</u>	Invoice	10/30/2023	Repair R1-3	0.00	1,408.66	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		80.00	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		621.06	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		707.60	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	772.10	126376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1931</u>	Invoice	10/30/2023	Change Oil E3-2	0.00	772.10	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		23.10	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		10.82	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		22.00	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		360.61	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		355.57	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	2,685.69	126377

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1934</u>	Invoice	10/30/2023	Repair Tender 4-1	0.00	2,685.69	
	<u>409-091-2201</u>		MAINTENANCE & REPAIR		1,943.66	
	<u>409-091-2201</u>		MAINTENANCE & REPAIR		127.05	
	<u>409-091-2201</u>		MAINTENANCE & REPAIR		614.98	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	1,154.39	126378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1935</u>	Invoice	10/30/2023	Repair Siren FD12	0.00	1,154.39	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		971.83	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		119.03	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		63.53	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	330.85	126379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1933</u>	Invoice	10/30/2023	Oil Change R1-4	0.00	330.85	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		11.55	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		176.97	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		4.15	
	<u>413-091-2201</u>		MAINTENANCE & REPAIR		138.18	
4464	NM APPARATUS LLC	11/01/2023	Regular	0.00	716.53	126380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1930</u>	Invoice	10/30/2023	Oil Change R3	0.00	716.53	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		22.00	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		9.20	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		306.77	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		23.10	
	<u>408-091-2201</u>		MAINTENANCE & REPAIR		355.46	
853	NM MUNICIPAL LEAGUE	11/01/2023	Regular	0.00	50.00	126381
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>112023</u>	Invoice	10/26/2023	2023 Budget Conference - Virtual	0.00	50.00	
	<u>401-055-2266</u>		EMPLOYEE TRAINING		50.00	
1096	NM RETIREE HEALTH-CARE AUTHORI	11/01/2023	Regular	0.00	42.27	126382
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002640</u>	Invoice	10/31/2023	Retiree Health Care	0.00	42.27	
	<u>401-000-9001</u>		Payroll Liabilities		42.27	
5307	NUBE GROUP	11/01/2023	Regular	0.00	79.75	126383
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN63413</u>	Invoice	10/31/2023	Copier Overage's	0.00	79.75	
	<u>401-065-2225</u>		SUPPLIES- COMPUTER/PR		79.75	
5652	O'Dell, Samantha	11/01/2023	Regular	0.00	405.60	126384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>nm emergency/s</u>	Invoice	11/01/2023	NM ASSOC OF EMERGENCY MANAGEME	0.00	405.60	
	<u>604-083-2205</u>		TRAVEL - EMPLOYEES		405.60	
5106	ORTIZ, ADRIAN	11/01/2023	Regular	0.00	4,000.00	126385

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Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FY24-04	Invoice	10/30/2023	Teen court/prevention contract	0.00	4,000.00	
	605-002-2271	CONTRACT - OTHER SERV	Teen court/prevention contract		4,000.00	
4953	OTIS, LYNDI	11/01/2023	Regular	0.00	100.00	126386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR LO	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PD IN FULL	0.00	100.00	
	412-053-2249	ANIMAL SALES AT COUNT	TC FAIR 2023 ADD ONS PD IN FU		100.00	
5147	PAMELA BURCHETT	11/01/2023	Regular	0.00	20.00	126387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002627	Invoice	10/26/2023	Election School	0.00	20.00	
	401-021-2226	ELECTION COSTS	Election School		20.00	
3971	PERPETUAL TEARS MEMORIAL INC	11/01/2023	Regular	0.00	1,342.00	126388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002638	Invoice	10/30/2023	Prevention education and outreach	0.00	342.00	
	605-003-2271	CONTRACT - OTHER SERV	Prevention education and outre		342.00	
INV0002639	Invoice	10/30/2023	BREAK SERVICE FOR 5K/CELEBRATION	0.00	1,000.00	
	607-035-2257	OUTREACH MATERIALS	BREAK SERVICE FOR 5K/CELEBR		1,000.00	
5603	PFEIFER VETERINARY SERVICES, LLC	11/01/2023	Regular	0.00	2,992.57	126389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2113840	Invoice	10/26/2023	SNIPIT sterilizations	0.00	2,992.57	
	431-082-2272	CONTRACT - PROFESSION	SNIPIT sterilizations		2,992.57	
3859	PRUDENTIAL OVERALL SUPPLY	11/01/2023	Regular	0.00	215.07	126390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7317	Invoice	10/31/2023	Uniforms	0.00	215.07	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforms		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	11/01/2023	Regular	0.00	67.97	126391
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450696407	Invoice	10/26/2023	Mats & mop, supplys	0.00	67.97	
	401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	11/01/2023	Regular	0.00	114.44	126392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450696408	Invoice	10/26/2023	uniforms & supplys	0.00	114.44	
	401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys		114.44	
215	RICH FORD SALES	11/01/2023	Regular	0.00	735.85	126393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2046771/1	Invoice	10/26/2023	TO2 Window Repair	0.00	735.85	
	401-030-2201	MAINTENANCE & REPAIR	TO2 Window Repair		735.85	
4969	ROMERO, JOANNE L	11/01/2023	Regular	0.00	20.00	126394



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002634</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>		ELECTION COSTS		20.00	
7	SAM'S CLUB DIRECT	11/01/2023	Regular	0.00	532.68	126395
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002623</u>	Invoice	10/26/2023	Cleaning, kennel, paper supplies	0.00	532.68	
	<u>401-082-2220</u>		SUPPLIES - CLEANING		187.30	
	<u>401-082-2223</u>		SUPPLIES - KENNEL		246.56	
	<u>401-082-2229</u>		SUPPLIES - PAPER		98.82	
5580	SARNO, MADISON	11/01/2023	Regular	0.00	350.38	126396
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>TC FAIR MS</u>	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PAID IN FULL	0.00	350.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		350.38	
5426	SENERGY PETROLEUM, LLC	11/01/2023	Regular	0.00	14,261.20	126397
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>662287</u>	Invoice	10/25/2023	Fuel	0.00	3,291.13	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		3,291.13	
<u>662499</u>	Invoice	10/26/2023	Fuel	0.00	2,650.71	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		2,650.71	
<u>666136</u>	Invoice	10/31/2023	Fuel	0.00	2,633.01	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		2,633.01	
<u>sen-653170/2</u>	Invoice	11/01/2023	fuel for road department	0.00	5,686.35	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		4,971.02	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		730.69	
	<u>402-060-2202</u>		SUPPLIES - VEHICLE FUEL		-15.36	
2241	SHANFELDT, MARGARET M	11/01/2023	Regular	0.00	20.00	126398
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002635</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>		ELECTION COSTS		20.00	
VEN01245	Shirley Aileen Payne	11/01/2023	Regular	0.00	20.00	126399
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002633</u>	Invoice	10/26/2023	Election School	0.00	20.00	
	<u>401-021-2226</u>		ELECTION COSTS		20.00	
5204	SHIVER, BRISTOL	11/01/2023	Regular	0.00	1,290.38	126400
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>TC FAIR BS</u>	Invoice	11/01/2023	TC FAIR 2023 PD IN FULL	0.00	1,290.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		1,290.38	
2562	SIRCHIE FINGERPRINT LABORATORIES	11/01/2023	Regular	0.00	2,694.38	126401

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0605783-IN	Invoice	10/27/2023	Evidence Supplies	0.00	2,694.38	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		57.14	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		47.38	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		232.70	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		191.91	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		36.15	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		15.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		232.70	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		35.08	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		53.91	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		45.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		119.30	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		37.05	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		143.13	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		109.48	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		75.54	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		50.18	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		122.85	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		94.76	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		235.00	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		158.15	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		41.23	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		218.14	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		137.70	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		139.08	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		65.82	
	**Void**	11/01/2023	Regular	0.00	0.00	126402
5047	SMITH, KENDRA	11/01/2023	Regular	0.00	1,807.45	126403
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR KS	Invoice	11/01/2023	TC FAIR 2023 SALE PAID IN FULL	0.00	1,306.65	
	412-053-2249		ANIMAL SALES AT COUNT TC FAIR 2023 SALE PAID IN FULL		1,306.65	
TC FAIR KS/2	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PD IN FULL	0.00	500.80	
	412-053-2249		ANIMAL SALES AT COUNT TC FAIR 2023 ADD ONS PD IN FU		500.80	
VEN01155	Smith, Rebecca	11/01/2023	Regular	0.00	1,320.00	126404
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0000010	Invoice	10/30/2023	Mental Health Support for Teen Court	0.00	1,320.00	
	605-002-2271		CONTRACT - OTHER SERV Mental Health Support for Teen		1,320.00	
5323	SOUTHWEST COPY SYSTEMS	11/01/2023	Regular	0.00	64.00	126405
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
526760	Invoice	10/31/2023	TREASURER COPIER OVERAGES FY2024	0.00	64.00	
	401-030-2221		PRINTING/PUBLISHING/A TREASURER COPIER OVERAGES		64.00	
3978	STAPLES BUSINESS ADVANTAGE	11/01/2023	Regular	0.00	197.91	126406
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8071834337	Invoice	10/26/2023	ITEMS FOR 5K	0.00	197.91	
	605-003-2219		SUPPLIES - GENERAL OFFI Teal vinyl		197.91	
3978	STAPLES BUSINESS ADVANTAGE	11/01/2023	Regular	0.00	49.98	126407

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3549307925</u>	Invoice	10/26/2023	ITEMS FOR 5K	0.00	49.98	
	<u>605-003-2219</u>		SUPPLIES - GENERAL OFFI		49.98	
3915	STERICYCLE, INC.	11/01/2023	Regular	0.00	45.91	126408
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8005120613</u>	Invoice	10/31/2023	Monthly Service Stericycle Open PO	0.00	45.91	
	<u>416-083-2230</u>		SUPPLIES - MEDICAL		45.91	
28	TILLERY CHEVROLET GMC INC	11/01/2023	Regular	0.00	103,255.23	126409
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9-25-23</u>	Invoice	10/03/2023	Diagnostic, parts and oil vhnage for 2018	0.00	958.61	
	<u>402-060-2201</u>		MAINTENANCE & REPAIR		958.61	
<u>INV5118</u>	Invoice	10/30/2023	CES 2020-31A-C104-ALL	0.00	102,296.62	
	<u>836-001-2617</u>		C/O EQUIPMENT & MAC		102,296.62	
2010	TLC UNIFORMS	11/01/2023	Regular	0.00	1,311.52	126410
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>264899</u>	Invoice	10/27/2023	Uniforms	0.00	1,311.52	
	<u>401-050-2236</u>		SUPPLIES - UNIFORMS		1,311.52	
2010	TLC UNIFORMS	11/01/2023	Regular	0.00	987.45	126411
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>267802</u>	Invoice	10/27/2023	Uniforms	0.00	987.45	
	<u>401-050-2236</u>		SUPPLIES - UNIFORMS		987.45	
VEN01249	Toni Lowery	11/01/2023	Regular	0.00	64.00	126412
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>26TH INFRA</u>	Invoice	11/01/2023	RETURN FROM LAS CRUCES NM INFRAST	0.00	64.00	
	<u>401-055-2205</u>		TRAVEL - EMPLOYEES		64.00	
5519	TRUJILLO, CHANCE	11/01/2023	Regular	0.00	155.00	126413
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR CT</u>	Invoice	11/01/2023	NON SALE PACKER PD IN FULL	0.00	155.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		155.00	
5366	TRUJILLO, CHASE	11/01/2023	Regular	0.00	205.00	126414
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR CHT</u>	Invoice	11/01/2023	NON SALE PACKER PD IN FULL	0.00	205.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		205.00	
VEN01257	Vanessa Lucero	11/01/2023	Regular	0.00	5,366.65	126415
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR 2023/VL</u>	Invoice	11/01/2023	TC FAIR ANIMAL SALE AND ADD ONS PD I	0.00	5,366.65	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		5,000.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		516.65	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		-150.00	
4853	WAC UPFITTERS LLC	11/01/2023	Regular	0.00	10,115.58	126416

## Check Report

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1076	Invoice	10/27/2023	Lights Sirens for Sheriff's Unit	0.00	10,115.58	
	<u>401-050-2618</u>		CAPITAL OUTLAY- VEHICL		118.00	
	<u>401-050-2618</u>		CAPITAL OUTLAY- VEHICL		118.00	
	<u>401-050-2618</u>		CAPITAL OUTLAY- VEHICL		6,470.02	
	<u>401-050-2618</u>		CAPITAL OUTLAY- VEHICL		254.67	
	<u>401-050-2618</u>		CAPITAL OUTLAY- VEHICL		3,154.89	
4376	WAGWORKS	11/01/2023	Regular	0.00	242.50	126417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV5782209	Invoice	10/26/2023	Health Benefits	0.00	242.50	
	<u>401-014-2271</u>		CONTRACT-OTHER SERVI		192.50	
	<u>401-014-2271</u>		CONTRACT-OTHER SERVI		50.00	
1	WAGNER EQUIPMENT CO.	11/01/2023	Regular	0.00	2,197.50	126418
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
S10W0914906	Invoice	10/26/2023	Service on all purchased equipment from	0.00	2,197.50	
	<u>402-060-2244</u>		MAINTENANCE & REPAIR		2,197.50	
5635	waldon, jessica	11/01/2023	Regular	0.00	40.00	126419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002636	Invoice	10/26/2023	Election School	0.00	40.00	
	<u>401-021-2226</u>		ELECTION COSTS		40.00	
4800	WALDROP, RYAN	11/01/2023	Regular	0.00	655.00	126420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TC FAIR RW	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PD IN FULL	0.00	655.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		655.00	
3498	WESTERN TRAILS VETERINARY INC.	11/01/2023	Regular	0.00	1,064.65	126421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
205205	Invoice	10/26/2023	Sterilization/medical treatment of shelter	0.00	1,064.65	
	<u>401-082-2272</u>		CONTRACT - PROFESSION		1,064.65	
5591	WIDNER, LONDON	11/01/2023	Regular	0.00	285.38	126422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TC FAIR LW	Invoice	11/01/2023	TC FAIR 2023 ADD ONS PD IN FULL	0.00	285.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		285.38	
329	WS DARLEY & CO	11/01/2023	Regular	0.00	350.00	126423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
17508696	Invoice	10/31/2023	Replacement Ladder District 5	0.00	350.00	
	<u>405-091-2248</u>		SUPPLIES - SAFETY		350.00	
5381	411 EQUIPMENT, LLC.	11/02/2023	Regular	0.00	358,283.00	126424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
5073	Invoice	10/30/2023	District 6 3000 Gallon Tanker for TCFD	0.00	358,283.00	
	<u>418-091-2618</u>		CO - VEHICLES		58,283.00	
	<u>627-091-2781</u>		WILLARD APPARATUS		300,000.00	
5381	411 EQUIPMENT, LLC.	11/02/2023	Regular	0.00	358,283.00	126425

## Check Report

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5072	Invoice	10/26/2023	District 3 3000 Gallon Tanker for TCFD	0.00	358,283.00	
	<u>416-083-2618</u>		CAPITAL OUTLAY - VEHICL		58,283.00	
	<u>627-091-2785</u>		MCINTOSH APPARATUS		300,000.00	
VEN01240	Brandy Donovan	11/02/2023	Regular	0.00	569.63	126426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002645</u>	Invoice	11/01/2023	Donovan overpament detail-refund	0.00	569.63	
	<u>685-008-2270</u>		REFUNDS		569.63	
VEN01267	Isaac Ness	11/02/2023	Regular	0.00	812.38	126427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TC FAIR</u>	Invoice	11/02/2023	TC FAIR 2023 SALE #1 & ADD ONS PD IN F	0.00	812.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		600.00	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		230.38	
	<u>412-053-2249</u>		ANIMAL SALES AT COUNT		-18.00	
5380	VOYA HOLDINGS, INC.	10/23/2023	Bank Draft	0.00	2,065.55	DFT0000568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002605</u>	Invoice	10/23/2023	Voya	0.00	2,065.55	
	<u>401-000-9001</u>		Payroll Liabilities		2,065.55	
233	PUBLIC EMPLOYEES RETIREMENT	10/23/2023	Bank Draft	0.00	57,017.62	DFT0000569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002607</u>	Invoice	10/23/2023	PERA Retirement	0.00	57,017.62	
	<u>401-000-9001</u>		Payroll Liabilities		19,008.71	
	<u>401-000-9001</u>		Payroll Liabilities		38,008.91	
448	NM TAXATION & REVENUE	10/23/2023	Bank Draft	0.00	9,383.40	DFT0000570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002608</u>	Invoice	10/23/2023	State Tax	0.00	9,383.40	
	<u>401-000-9001</u>		Payroll Liabilities		9,383.40	
1656	INTERNAL REVENUE SERVICE	10/23/2023	Bank Draft	0.00	51,623.19	DFT0000571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002609</u>	Invoice	10/23/2023	Federal Tax	0.00	51,623.19	
	<u>401-000-9001</u>		Payroll Liabilities		19,312.39	
	<u>401-000-9001</u>		Payroll Liabilities		24,570.08	
	<u>401-000-9001</u>		Payroll Liabilities		7,740.72	
1656	INTERNAL REVENUE SERVICE	10/26/2023	Bank Draft	0.00	39.12	DFT0000573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002624</u>	Invoice	10/26/2023	Federal Tax	0.00	39.12	
	<u>401-000-9001</u>		Payroll Liabilities		7.42	
	<u>401-000-9001</u>		Payroll Liabilities		31.70	
448	NM TAXATION & REVENUE	10/26/2023	Bank Draft	0.00	2.94	DFT0000574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV0002625</u>	Invoice	10/26/2023	State Tax	0.00	2.94	
	<u>401-000-9001</u>		Payroll Liabilities		2.94	
1656	INTERNAL REVENUE SERVICE	10/26/2023	Bank Draft	0.00	1,300.52	DFT0000575



## Check Report

Date Range: 10/20/2023 - 11/02/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002626</u>	Invoice	10/26/2023	Federal Tax	0.00	1,300.52	
	<u>401-000-9001</u>		Payroll Liabilities		1,054.00	
	<u>401-000-9001</u>		Payroll Liabilities		246.52	
233	PUBLIC EMPLOYEES RETIREMENT	10/31/2023	Bank Draft	0.00	548.72	DFT0000576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002641</u>	Invoice	10/31/2023	PERA Retirement	0.00	548.72	
	<u>401-000-9001</u>		Payroll Liabilities		548.72	
448	NM TAXATION & REVENUE	10/31/2023	Bank Draft	0.00	45.23	DFT0000577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002642</u>	Invoice	10/31/2023	State Tax	0.00	45.23	
	<u>401-000-9001</u>		Payroll Liabilities		45.23	
1656	INTERNAL REVENUE SERVICE	10/31/2023	Bank Draft	0.00	1,019.83	DFT0000578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002643</u>	Invoice	10/31/2023	Federal Tax	0.00	1,019.83	
	<u>401-000-9001</u>		Payroll Liabilities		96.67	
	<u>401-000-9001</u>		Payroll Liabilities		208.10	
	<u>401-000-9001</u>		Payroll Liabilities		715.06	

## Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	224	181	0.00	1,117,034.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-10,657.37
Bank Drafts	10	10	0.00	123,046.12
EFT's	3	3	0.00	2,384.11
	<b>237</b>	<b>197</b>	<b>0.00</b>	<b>1,231,807.28</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	224	181	0.00	1,117,034.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-10,657.37
Bank Drafts	10	10	0.00	123,046.12
EFT's	3	3	0.00	2,384.11
	<b>237</b>	<b>197</b>	<b>0.00</b>	<b>1,231,807.28</b>

## Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2023	295,618.29
999	Pooled Cash	11/2023	936,188.99
			<b>1,231,807.28</b>



*Agenda Item  
No. 10*





# ACCOUNTS PAYABLE CHECK REPORT APPROVAL

## Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **November 8, 2023**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$1,231,807.28**.

\_\_\_\_\_  
Kevin McCall, District 1

\_\_\_\_\_  
Ryan Schwebach, District 2

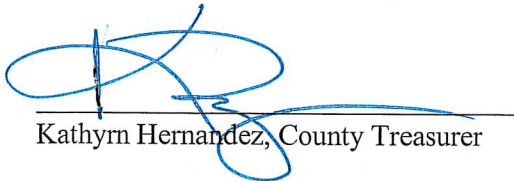
\_\_\_\_\_  
Samuel D. Schropp, District 3

**Attest:**

\_\_\_\_\_  
Linda Jaramillo, County Clerk

## Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.

  
\_\_\_\_\_  
Kathryn Hernandez, County Treasurer

## Check Report Summary:

Check Report Dates:	10/20/2023 to 11/02/2023	
Total Checks:	181	Checks: 126245 to 126427
Voided Checks:	3	Checks: 126319, 126331, 126402
Bank Drafts:	10	BD: DFT0000568, DFT0000569, DFT0000570, DFT0000571, DFT0000573, DFT0000574, DFT0000575, DFT0000576, DFT0000577, DFT0000578
Electronic Fund Transfers:	3	EFT: 137 TO 139
Total of Payments Issued:	\$1,231,807.28	



*Agenda Item*  
*No. 11*





*Agenda Item*  
*No. 12-A*

**MUTUAL NON-DISTURBANCE, COORDINATION  
AND COOPERATION AGREEMENT**

(El Cabo / La Joya / Pacific Wind – SunZia)

THIS MUTUAL NON-DISTURBANCE, COORDINATION AND COOPERATION AGREEMENT (this “**Agreement**”), is made and entered into as of October 31, 2023 (the “**Effective Date**”), by and among **SunZia Wind North LLC**, a Delaware limited liability company (formerly known as El Corazon Wind LLC) (“**SunZia**”), whose address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel, on behalf of itself and its respective successors and assigns, **El Cabo Wind LLC**, a Delaware limited liability company (“**El Cabo**”), whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department, on behalf of itself and its respective successors and assigns, **La Joya Wind, LLC**, a Delaware limited liability company (“**La Joya**”), whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department, on behalf of itself and its respective successors and assigns, **Pacific Wind Development LLC**, an Oregon limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department, on behalf of itself and its respective successors and assigns (“**Pacific Wind**”), and **Torrance County, New Mexico**, a political subdivision of the State of New Mexico (“**County**”), whose address is P.O. Box 48, 205 S. Ninth Street, Estancia, New Mexico 87016, Attn: County Manager, on behalf of itself and its respective successors and assigns. SunZia Wind North, El Cabo, La Joya, Pacific Wind, and County (effective upon its execution of this Agreement) are each a Party to this Agreement (each, a “**Party**”) and are collectively Parties to this Agreement (“**Parties**”).

**RECITALS**

- A. El Cabo has constructed and owns and operates that certain 298-megawatt nameplate capacity wind energy generation facility in Torrance County, New Mexico, commonly known as the El Cabo Wind Project (the “**El Cabo Project**”). The leasehold interests held by El Cabo in connection with the El Cabo Project (collectively, the “**El Cabo Leases**”) and the land included in the El Cabo Project (the “**El Cabo Land**”) are identified on **Exhibit A** attached hereto.
- B. La Joya has constructed and owns and operates two wind energy projects (the “**La Joya Projects**”) in the vicinity of the El Cabo Project, which La Joya Projects include, among other equipment and facilities, transmission lines and access roads, and the use of existing transmission lines located on El Cabo Land pursuant to the terms of the easements and undivided interests in leases described on **Exhibit A** (collectively, “**La Joya Easements**”) and the construction, operation, and maintenance of which requires La Joya access onto and use of portions of the El Cabo Land.
- C. Pacific Wind is the lessee of certain real property in the vicinity of the El Cabo Project (the “**Pacific Wind Land**”) pursuant to those leases described on **Exhibit A** (collectively, the “**Pacific Wind Leases**”).

- D. SunZia is developing and intends to construct and operate a wind energy project and related improvements, including an electrical transmission gen-tie line and related improvements, electrical energy collection lines and related improvements, and temporary and permanent access roads, on portions of the El Cabo Land and Pacific Wind Land (the "SunZia Project").
- E. In connection with development of the SunZia Project, SunZia entered into wind leases and easement agreements (collectively, the "SunZia Land Agreements") covering portions of the El Cabo Land and Pacific Wind Land (such portions of land, collectively, the "SunZia Land"). The SunZia Land Agreements and the SunZia Land are identified on Exhibit B attached hereto.

### AGREEMENT

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals and Exhibits. The Recitals set forth above and all Exhibits attached hereto are incorporated into this Agreement in full by this reference.

2. Non-disturbance. Subject to the provisions of Section 4 below, the Parties expect to enter into a consent and crossing agreement (the, "Consent") by and among the Parties with respect to the SunZia Project. In connection with the Parties' respective activities on the SunZia Land, the Parties, together with their respective employees, agents and contractors ("Related Persons") engaged in allowable activities on the SunZia Land, mutually agree not to materially disturb, impair or interfere with: (i) the exercise by the other Parties of their respective rights under the Pacific Wind Leases, El Cabo Leases, La Joya Easements, SunZia Land Agreements or on the SunZia Land, as applicable, except as otherwise agreed in the Consent; (ii) solely as a covenant binding on SunZia for the benefit of El Cabo and La Joya, the unobstructed or natural availability, flow frequency, speed or direction of air or wind over and across the El Cabo Land; (iii) vehicular or pedestrian access to, or the transmission of energy from, the El Cabo Project, the La Joya Project, the Pacific Wind Land, or the SunZia Project; and (iv) the operation, maintenance and repair activities of any other Party in connection with its facilities pursuant to the terms of the Pacific Wind Leases, El Cabo Leases, La Joya Easements or the SunZia Land Agreements.

3. Cooperation. Each Party agrees to mutually cooperate, and cause its respective Related Persons to mutually cooperate, with efforts by Pacific Wind, El Cabo, La Joya, SunZia and their respective Related Persons to comply with requests by landowners made to any of the Parties regarding construction, operation, repair and maintenance activities on the SunZia Land and to assure the safety and health of all individuals engaging in any activities on the SunZia Land.

4. Torrance County. The Parties agree that any El Cabo Leases identified on Exhibit A to which County is a party shall be subject to the non-disturbance provisions set forth in Section



2 above so long as County is a party to such El Cabo Leases; provided however, that County shall not otherwise be subject to the terms of this Agreement.

5. Notices. All notices, consents, waivers and other communications with regard to this Agreement shall be in writing and shall be deemed to have been duly given to a Party, when (a) delivered by hand (with written confirmation of receipt) at the address set forth above or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) to the address set forth above. Any Party may change its address for notices by giving notice to the other Parties.

6. Default and Remedies.

(a) Demand for Performance. Upon failure of SunZia, Pacific Wind, El Cabo or La Joya (the "**Defaulting Party**") to perform or cause to be performed, or fail to comply with or cause to be complied with, any obligation to be performed by it or its Related Persons pursuant to the terms, covenants and conditions contained in this Agreement, any of the other Parties ("**Non-Defaulting Parties**") may make written demand upon said Defaulting Party for such performance.

(b) Performance Defaults. If a Defaulting Party fails to perform or cause to be performed any obligation to be performed by it pursuant to the terms, covenants and conditions contained in this Agreement and such failure is not cured by such Defaulting Party within thirty (30) days following the date on which such Defaulting Party receives a demand with respect to such failure from any of the Non-Defaulting Parties made pursuant to Section 6(a), or, if it is not reasonably practicable to cure such failure within said thirty (30) day period, within a reasonable period following the date on which such Defaulting Party receives such demand, such failure shall, upon the expiration of the applicable grace period pursuant to this Section 6(b), constitute a default by such Defaulting Party for purposes of this Agreement; provided, however, that if such obligation is timely performed under protest pursuant to Section 6(c), a default by such Defaulting Party with respect to such performance shall not be deemed to have occurred.

(c) Disputed Defaults. If a Defaulting Party disputes a default asserted against it in a written demand by any of the Non-Defaulting Parties pursuant to Section 6(a), then such Defaulting Party may perform or cause to be performed the obligation in dispute under protest and without prejudice to any rights or remedies that such Defaulting Party may have pursuant to any provision of this Agreement or at law or in equity. The Defaulting Party purportedly in default shall (i) deliver such protest in writing to the Non-Defaulting Parties and (ii) specify in such protest the reasons upon which the protest is based. If such dispute is resolved in favor of the Defaulting Party upon whom demand was made, the Non-Defaulting Parties who made the demand shall reimburse to such Defaulting Party the amount of the costs and expenses incurred by such Defaulting Party in performing any obligation under rightful protest, each such reimbursement to be made, together with interest thereon at the Interest Rate (as defined in Section 6(f) below), such interest to accrue from (and including) the date the costs of such performance accomplished under rightful protest were incurred to (but excluding) the date of such reimbursement.

(d) Remedies Cumulative. The remedies available pursuant to this Section 6 shall be in addition to and not in lieu of other remedies available to the Non-Defaulting Parties pursuant to this Agreement or at law or in equity, and the exercise of remedies pursuant to this Section 6 shall not release the Defaulting Party from any of its obligations under this Agreement. In addition to exercising the rights granted in this Section 6, any of the Non-Defaulting Parties may exercise any right or remedy or take any action available to such Non-Defaulting Parties, at law or in equity, including bringing an action for specific performance to enforce this Agreement and to recover for any loss or damage incurred by reason of the default of the Defaulting Party.

(e) Separate Defaults. Each act or omission to act that constitutes a default under this Agreement shall be treated as a separate default under this Section 6.

(f) Interest Rate. For purposes of this Agreement, "**Interest Rate**" means a per annum rate of interest equal to the lesser of (a) the prime lending rate published from time to time by the Federal Reserve Bank H.15 (519) Statistical Release website on such day (or if not published on such day, on the most recent preceding day on which published) plus two hundred basis points or (b) the maximum rate permitted by applicable law.

7. Indemnification by SunZia. SunZia hereby agrees to release, indemnify, defend and hold harmless Pacific Wind, El Cabo, La Joya, County and each of El Cabo's, La Joya's and County's respective commissioners, officers, directors, employees, agents, successors and assigns (each an "**El Cabo Indemnified Party**") and County and each of its commissioners, officers, directors, employees, agents, successors and assigns (each, a "**County Indemnified Party**") of, from and against any claims, actions, losses, damages, demands, costs, expenses (including but not limited to attorneys' fees) or liabilities (collectively "**Claims**"), whether to persons or property, resulting from, arising out of, or in connection with any act, action, neglect, omission or default on the part of SunZia or its Related Persons, invitees, successors or assigns, on the El Cabo Land or Pacific Wind Land, or any action authorized by, through or under SunZia to be taken on the El Cabo Land or Pacific Wind Land, or any part thereof, or any breach of this Agreement by SunZia, but shall exclude any Claims to the extent such Claims are (i) caused by the gross negligence or willful misconduct of any El Cabo Indemnified Party, any Affiliate of any El Cabo Indemnified Party or any County Indemnified Party or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1.

8. Indemnification by El Cabo, La Joya, and Pacific Wind.

(a) Indemnification by El Cabo. El Cabo hereby agrees to release, indemnify, defend and hold harmless SunZia and each of its officers, directors, employees, agents, successors and assigns (each, a "**SunZia Indemnified Party**") and County Indemnified Party of, from and against any Claims, whether to persons or property, resulting from, arising out of, or in connection with any act, action, neglect, omission or default on the part of El Cabo or its respective Related Persons, invitees, successors or assigns, on SunZia Land, or any action authorized by, through or under El Cabo to be taken on SunZia Land, or any part thereof, or any breach of this Agreement by El Cabo but shall exclude any Claims to the extent such Claims are (i) caused by the gross negligence or willful misconduct of any SunZia Indemnified Party, any Affiliate of any SunZia Indemnified



Party or any County Indemnified Party or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1.

(b) Indemnification by La Joya. La Joya hereby agrees to release, indemnify, defend and hold harmless each SunZia Indemnified Party and each County Indemnified Party of, from and against any Claims, whether to persons or property, resulting from, arising out of, or in connection with any act, action, neglect, omission or default on the part of La Joya or its respective Related Persons, invitees, successors or assigns, on SunZia Land, or an action authorized by, through, or under La Joya to be taken on SunZia Land, or any part thereof, or any breach of this Agreement by La Joya but shall exclude any Claims to the extent such Claims are (i) caused by the gross negligence or willful misconduct of any SunZia Indemnified Party, any Affiliate of any SunZia Indemnified Party or any County Indemnified Party or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1.

(c) Indemnification by Pacific Wind. Pacific Wind hereby agrees to release, indemnify, defend and hold harmless each SunZia Wind North Indemnified Party and each County Indemnified Party of, from and against any Claims, whether to persons or property, resulting from, arising out of, or in connection with any act, action, neglect, omission or default on the part of Pacific Wind or its respective Related Persons, invitees, successors or assigns, on the SunZia Land, or any action authorized by, through or under La Joya to be taken on the SunZia Land, or any part thereof, or any breach of this Agreement by Pacific Wind but shall exclude any Claims to the extent such Claims are (i) caused by the gross negligence or willful misconduct of any SunZia Indemnified Party, any Affiliate of any SunZia Indemnified Party or any County Indemnified Party or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1

#### 9. General Provisions.

(a) Benefit/Burden; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and each of their respective successors and assigns. Any sale or other conveyance or transfer of the real property interests subject to this Agreement, and the transferees, heirs, successors and assigns of any party to whom or which any such sale or other conveyance or transfer is made, shall be subject to this Agreement.

(b) Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall be covenants running with the land and shall be binding and a burden upon the El Cabo Land, the Pacific Wind Land, and the SunZia Land and each Party's present or future estate or interest therein and upon each of the Parties, their respective successors and assigns as holders of an estate or interest in the El Cabo Land, the Pacific Wind Land or the SunZia Land (including, without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure). To the extent any of the provisions of this Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable

easements in gross.

(c) Definitions; Interpretation. For purposes of this Agreement, the term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the possession of the power to direct the management or policies of the specified Person, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise. The term "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity. For the avoidance of doubt, when the term "El Cabo Land" is used in this Agreement, such term includes SunZia Land.

(d) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Mexico, without regard to principles of conflict of laws thereof which may require the application of the law of another jurisdiction.

(e) Waiver. Any waiver of any term or provision of this Agreement must be in writing, executed by the Party making the waiver. No waiver of any provision of this Agreement by any Party shall be deemed to imply or constitute a further waiver by such Party of the same or any other provision.

(f) Severability. If any provision of this Agreement is found to be unenforceable under the governing law, that provision will be enforced to the maximum extent permitted by law. The remaining provisions of this Agreement will continue in full force and effect.

(g) Amendment. No amendment to this Agreement will be effective unless made in writing and executed by or on behalf of the Parties.

(h) Authority. Each signatory below hereby represents that he or she has the authority to execute this Agreement on behalf of the respective Party.

(i) Recordation. The Parties agree to enter into a memorandum of this Agreement substantially in the form attached hereto as Exhibit C, which memorandum shall be recorded in the official real property records of Torrance County, New Mexico, so as to give record notice of the existence of this Agreement and each Party's rights under this Agreement.

(j) Counterparts. This Agreement and the memorandum for recording may be executed simultaneously or in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement. The counterparts of the memorandum will be combined for recording. This Agreement will be binding and enforceable against and by all of the Parties executing the same. Upon

execution of this Agreement, each Party shall be deemed to have made all acknowledgements and agreements and grant all consents, in each case, made or granted by it or by the Parties under this Agreement and any memorandum of this Agreement as may be indicated therein or herein, and shall be bound by this Agreement and by any such memorandum, automatically and without any requirement for the execution or recordation of any further or additional documentation by any of the other Parties hereto to evidence the same.

(k) Approvals. Each Party represents and warrants that the execution, delivery and performance of this Agreement do not require any approval or consent of any Person (as defined in Section 9(c) above) that has not been obtained.


(l) Several But Not Joint Liability. The obligations of El Cabo, Pacific Wind, and La Joya hereunder shall be several but not joint, and for avoidance of doubt, none shall be liable for obligations or liabilities of the other Parties under this Agreement.

(m) Geographical Limitation on County Undertakings. All representations, covenants and agreements of County herein are limited to the portions of the Pacific Wind Land, El Cabo Land, El Cabo Project, La Joya Easements, La Joya Projects, and the SunZia Project located within the geographical boundaries of Torrance County, New Mexico, and do not apply to any property located in any other county.

(n) No Pecuniary Liability of County. No agreements or provisions contained herein, or failure of County to comply with any terms, covenants or agreements herein, shall give rise to any pecuniary liability of County or constitute a charge against County's general credit, or will obligate County financially in any way. Nothing herein will preclude a Party from seeking and obtaining, to the extent permitted by law, specific performance against County for any failure to comply with any term, condition, covenant or agreement herein.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

<b>SUNZIA WIND NORTH LLC</b>  By:  Name: <u>Blake Rasmussen</u> Title: Authorized Signatory	<b>TORRANCE COUNTY, NEW MEXICO</b>  By: _____ Name: _____ Title: _____
<b>EL CABO WIND LLC,</b> a Delaware limited liability company  By: _____ Name: _____ Title: Authorized Representative  By: _____ Name: _____ Title: _____	<b>LA JOYA WIND, LLC,</b> a Delaware limited liability company  By: _____ Name: _____ Title: Authorized Representative  By: _____ Name: _____ Title: Authorized Representative
	<b>PACIFIC WIND DEVELOPMENT LLC,</b> an Oregon limited liability company  By: _____ Name: _____ Title: _____  By: _____ Name: _____ Title: _____



IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

<b>SUNZIA WIND NORTH LLC</b>  By: _____ Name: _____ Title: Authorized Signatory	<b>TORRANCE COUNTY, NEW MEXICO</b>  By: _____ Name: _____ Title: _____
<b>EL CABO WIND LLC,</b> a Delaware limited liability company  By: <u>Carrie Tracy</u> Name: <u>Carrie Tracy</u> Title: Authorized Representative  By: <u>Stephanie La Pier</u> Name: <u>Stephanie La Pier</u> Title: Authorized Representative	<b>LA JOYA WIND, LLC,</b> a Delaware limited liability company  By: <u>Carrie Tracy</u> Name: <u>Carrie Tracy</u> Title: Authorized Representative  By: <u>Stephanie La Pier</u> Name: <u>Stephanie La Pier</u> Title: Authorized Representative
	<b>PACIFIC WIND DEVELOPMENT LLC,</b> an Oregon limited liability company  By: <u>Carrie Tracy</u> Name: <u>Carrie Tracy</u> Title: Authorized Representative  By: <u>Stephanie La Pier</u> Name: <u>Stephanie La Pier</u> Title: Authorized Representative

LEGAL  
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**EXHIBIT A**  
**TO MUTUAL NON-DISTURBANCE, COORDINATION AND**  
**COOPERATION AGREEMENT**

**Description of El Cabo Leases, El Cabo Land, and La Jova Easements on El Cabo Land; and**  
**Description of Pacific Wind Leases and Pacific Wind Land**

**EL CABO LEASES AND EL CABO LAND**

**Parcel 1**

**Fee Owner(s): Ansley, Donald G. and Carol R.**

Wind Energy Lease Agreement dated October 102013, between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2133410, in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, a Delaware limited liability company, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind, LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.**

Section 25      East Half of the East Half (E1/2E1/2)

Section 36      East Half of the East Half (E1/2E1/2)

**Parcel 2**

**Fee Owner(s): Dan L. Beck and Darline J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012**

Windfarm Development Lease made and entered into on July 20, 2008 by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on December 8, 2008 as Document No. 2084583 in Book 318, Page 2156, as amended by First Amendment to Windfarm Development Lease by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, dated June 18, 2010 and recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102358 in Book 323, Page 380, as assigned by Berrendo Wind Energy, LLC, a Colorado limited liability company, to Pacific Wind Development LLC pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103208 in Book 323, Page 2498, as amended and restated by the

Amended and Restated Windfarm Development Lease dated December 5, 2012 between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on February 4, 2013 as document number 2130243, and recorded in Book 328, Page 545, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153280, and recorded in Book 333, Page 3973, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017, by and between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172256 in Book 337, Page 1410, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12), EAST, N.M.P.M.  
Section 33 Northwest Quarter (NW1/4)

**Parcel 3**

**Fee Owner(s): Harral, Leland C. and Mary Susan, as to an undivided ½ interest, and Malcolm C. Harral and Loretta Fay Harral, Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided ½ interest**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein)<sup>1</sup> and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest (as to Parcel 4, as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein); Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein) and Leland C. Harral and Mary Susan Harral, as to an undivided one-half (1/2) interest, and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest, (as to Parcel 4, as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626,

in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest) and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest) dated and effective July 31, 2017, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 17	Lots 3, 6 and 7
Section 18	Lots 1, 2, 5, West Half of the Northeast Quarter (W1/2NE1/4), Southeast Quarter (SE1/4)
Section 20	Lots 5 through 8, inclusive, Southwest Quarter of the Southwest Quarter (SW1/4SW1/4)
Section 27	East Half (E1/2), Southwest Quarter (SW1/4)
Section 28	All
Section 29	Lot 1, North Half Northeast Quarter (N1/2NE1/4)
Section 33	North Half (N1/2)
Section 34	North Half (N1/2)

**Parcel 4**

**Fee Owner(s): Harral, Inc., a New Mexico corporation**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New

Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 4	East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )
Section 9	East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )
Section 20	ALL
Section 21	ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 20	East Half (E $\frac{1}{2}$ ), Lots 1, 2, 3 and 4
Section 21	ALL
Section 22	ALL
Section 23	ALL
Section 24	South Half South Half (S $\frac{1}{2}$ S $\frac{1}{2}$ )
Section 25	ALL
Section 26	ALL
Section 27	Northwest Quarter (NW $\frac{1}{4}$ )
Section 33	South Half (S $\frac{1}{2}$ )
Section 35	North Half (N $\frac{1}{2}$ )

TOWNSHIP SEVEN (7) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19	Lot 4
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LESS AND EXCEPT the following described property:

Beginning at a point on the south line of said lot at a distance of 470 feet east of the southwest corner of said lot and running thence east along the south line of said lot 415 feet, thence north in accordance with the U.S. Survey thereto a distance of 208 feet, thence west parallel to the south line of said lot a distance of 415 feet, thence south parallel to the survey line a distance of 208 feet to the point of beginning.

Section 29	North Half (N $\frac{1}{2}$ )
Section 30	ALL
Section 31	ALL

LESS AND EXCEPT the following described property:



A certain tract of land located within Section 29 and Section 30, Township 7 North, Range 13 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 28, 2010 in Book 322, Page 4404 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the southwesterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped "T7N R13E S36 S31 S1 S6 T6N 1919" bears, S 28°29'38" W a distance of 7718.24 feet;

THENCE N 00°00'00" E a distance of 2260.00 feet;

THENCE N 90°00'00" E a distance of 2760.00 feet;

THENCE S 00°00'00" E a distance of 2260.00 feet;

THENCE S 90°00'00" W a distance of 2760.00 feet to the POINT OF BEGINNING.

This tract contains 143.20 acres, more or less.

#### **Parcel 5**

##### **Fee Owner(s): Harvey, Norma Sue G.**

Windfarm Development Lease dated June 3, 2008 between Norma Sue Harvey a/k/a Sue Harvey and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on January 20, 2009, as Document No. 2090209 in Book 319, Page 460, as assigned pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 00210320 in Book 323, Page 2512, as amended and restated under the Amended and Restated Windfarm Development Lease dated May 31, 2012 between Norma Sue Harvey a/k/a Sue Harvey, a single person, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on October 15, 2012, as document number 2122752, and recorded in Book 327, Page 3025, and as document number 2122753, and recorded in Book 327, Page 3032, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153279, and recorded in Book 333, Page 3967, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Norma Sue G. Harvey dated and effective July 31, 2017, a memorandum of which was recorded in the Records on August 17, 2017 as Document No. 2172268 in Book 337, Page 1524, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

#### **TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 5 All

Section 6 South Half of the Southeast Quarter (S1/2SE1/4), Lots 3, 12, 13 and 22, and the East Half (E1/2) of Lots 4, 11, 14 and 21

Section 7 That portion of Lots 1 and 2 North of Highway 60

Section 8      Northeast Quarter (NE1/4) North of Highway 60

LESS AND EXCEPT to following described property:

The approximately 2.3-acre portion in the West Half of the Northeast Quarter (W1/2NE1/4) described in Warranty Deed dated November 12, 1970, recorded in the real property records of Torrance County, New Mexico on December 16, 1970 in Book 187, Page 538, as Document No. 20591,

AND

That portion leased to Plateau Telecommunications as set forth in that Notice of Lease recorded in the Torrance County, New Mexico records on February 22, 2008, in Book 316, Page 1661, as Document No. 2080629.

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 28      ALL

Section 29      ALL

**Parcel 6**

**Fee Owner(s): Howling Wind Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated August 3, 2012, between the Trustees of the Lamar B. Cravens and Virgie Miree Cravens Family Trust, as Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2123356, in Book 327, Page 4583, records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153284, and recorded in Book 333, Page 3997, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and El Cabo Wind LLC, dated November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173290 in Book 337, Page 4563.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 3      All

Section 4      All

Section 9      All, less 24 acres for Highway

Section 10     All, less 24 acres for Highway

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2      ALL

Section 10     ALL

Section 11     ALL

Section 14     ALL

Section 15	ALL
Section 22	ALL
Section 23	East Half (E½)
Section 26	ALL
Section 27	ALL
Section 33	South Half (S½)
Section 34	ALL, less the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4NW1/4)
Section 35	ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 34	South Half (S1/2)
Section 35	South Half (S1/2)

**Parcel 7**

**Fee Owner(s): McLaughlin Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated September 14, 2011 between McLaughlin Ranch, LLC, a New Mexico limited liability company, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on November 7, 2011, as document number 2112978, and recorded in Book 325, Page 2535, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement between Pacific Wind Development LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated April 13, 2012, filed for record on February 16, 2016, as document number 2160332, and recorded in Book 334, Page 1305, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153277, and recorded in Book 333, Page 3954, Records of Torrance County, New Mexico as amended by Second Amendment to Wind Energy Lease Agreement and Amendment to Memorandum of Wind Energy Lease Agreement between El Cabo Wind, LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated February 2, 2016, filed for record on March 21, 2016, as document number 2160652, and recorded in Book 334, Page 2364, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 23	South Half (S1/2) lying North of the Santa Fe Railroad Right-of-Way
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TOWNSHIP FIVE (5) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 5	All
Section 7	That portion lying North of US Hwy 60 and that portion lying South of US Highway 60
Section 8	That portion lying North of US Highway 60
Section 18	North Half (N1/2) and North Half of the Southwest Quarter (N1/2SW1/4)

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 25      East Half (E1/2)

TOWNSHIP SIX (6) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19      All  
Section 20      West Half (W1/2)  
Section 29      West Half (W1/2)  
Section 30      ALL  
Section 31      ALL

**Parcel 8**

**Fee Owner(s): State of New Mexico**

(known as New Mexico State Land Office Commercial Lease No. EW-0021) dated October 10, 2013, between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico State Land Office, Lessor, to Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on December 10, 2013, as document number 2133411, and filed in Book 329, Page 4107, Records of Torrance County, New Mexico, as assigned by Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153287, and recorded in Book 333, Page 4015, Records of Torrance County, New Mexico, which Assignment was re-executed and recorded pursuant to the Partial Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on February 18, 2016, as document number 2160375, and recorded in Book 334, Page 1437, Records of Torrance County, New Mexico, as further assigned by Partial Assignment of State Business Lease executed by El Cabo Wind, LLC, a Delaware limited liability company, to Torrance County, New Mexico, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153289, and recorded in Book 333, Page 4040, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico; First Amendment to Lease and Partial Relinquishment of Leased Premises (Business Lease No. EW-0021) between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat 557, ch. 310 and El Cabo Wind LLC, dated January 11, 2018, recorded in the Records of Torrance County, New Mexico on January 29, 2018 as Document No. 002180237 in Book 338, Page 609, and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018, as Document No. 2180469, in Book 338, Page 1220; General Relinquishment, Release and Quitclaim Deed by El Cabo Wind LLC recorded in the Records of Torrance County, New Mexico on January 29, 2018 in Book 338, Page 614 and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018 as Document No. 2180470, in Book 338, Page 1227; Partial Relinquishment, Release, and Quitclaim Deed by Pacific Wind Development LLC recorded in the Records on March 10, 2022 as Document No. 2220760, in Book 350, Page 3076.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2      All  
Section 18      Lots 1, 2, 15 and 16

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 16 East Half East Half (E½E½)  
Section 32 ALL  
Section 36 ALL

TOWNSHIP SEVEN (7) NORTH, RANGE ELEVEN AND ONE-HALF (11 1/2) EAST, N.M.P.M.

Section 1 Lot 1

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 32 Lots 4 and 5, East Half of the Southeast Quarter (E1/2SE1/4)

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1 Lot 1, East Half of the Southeast Quarter (E1/2SE1/4)  
Section 12 East Half of the East Half (E1/2E1/2)  
Section 13 East Half of the East Half (E1/2E1/2)  
Section 24 East Half of the East Half (E1/2E1/2)

TOWNSHIP NINE (9) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1 Portion of Lot 1, the East Half of the Southeast Quarter (E1/2SE1/4), Southeast Quarter of the Northeast Quarter (SE¼NE¼)  
Section 12 East Half of the East Half (E1/2E1/2)  
Section 13 East Half of the East Half (E1/2E1/2)  
Section 24 East Half of the East Half (E1/2E1/2)  
Section 25 East Half of the East Half (E1/2E1/2)  
Section 36 East Half of the East Half (E1/2E1/2)

**Parcel 9**

**Fee Owner(s): Prather, Delma E., Trustee of the Delma E. Prather Revocable Trust**

Windfarm Development Lease dated January 13, 2010, by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on April 27, 2010, in Book 322, Page 2758, as Document No. 2101309, as assigned pursuant to that Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded on October 14, 2010 in Book 323, Page 2534, as Document No. 2103213, as amended by Amended and Restated Windfarm Development Lease dated September 28, 2012, from Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on December 6, 2012, as document number 2123357, and recorded in Book 327, Page 4590, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153286, and recorded in Book 333, Page 4009, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No.



2172257 in Book 337, Page 1424, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 1	All
Section 11	All
Section 12	All
Section 13	All
Section 14	All
Section 15	South Half (S1/2)
Section 22	All
Section 27	All, LESS AND EXCEPT the following described property:

A certain tract of land located within Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 17, 1996 in Book 274, Page 1238 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the northeasterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped, "S22 1/4 S27 1913" bears N 06°52'56" W a distance of 1910.22 feet; THENCE S 40°13'14" E a distance of 551.25 feet; THENCE N 56°29'01" E a distance of 315.92 feet; THENCE S 42°49'05" E a distance of 552.50 feet; THENCE S 51°23'48" W a distance of 670.70 feet; THENCE S 69°19'11" W a distance of 111.83 feet; THENCE N 34°53'26" W a distance of 1069.68 feet; THENCE N 51°41'13" E a distance of 339.20 feet to the POINT OF BEGINNING. This tract contains 13.8243 acres, more or less.

AND

The A.T. & S.F. Railway Right-of-way within Section 27, T5N, R12E, N.M.P.M.,

AND

Tract "A", situate within the NE1/4 of Section 27, T5N, R12E, N.M.P.M., as the same is shown on Plat entitled "Lands of Estate of Armond de Jong", filed for record on August 11, 2010 as document number 2102538, in Cabinet "F", Slide 195, Plat Records of Torrance County, New Mexico.

**Parcel 10**

**Fee Owner(s): Wetterman, Tom and Jeanne**

Windfarm Development Lease dated October 16, 2007, by and between Tom Wetterman and Jeanne Wetterman, husband and wife, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on July 20, 2009 as Document No. 2092361 in Book 320, Page 862, as amended by First Amendment to Windfarm Development Lease dated June 24, 2010, recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102359 in Book 323, Page 385; Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103214 in Book 323, Page 2541, as amended by the Amended and Restated Windfarm Development Lease dated May 15, 2012 from Tom Wetterman and Jeanne Wetterman, husband and wife, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on June 18, 2012, as document number 2121619, and recorded in Book 326,

Page 3964, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015 as document number 2153285, and recorded in Book 333, Page 4003, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Tom Wetterman and Jeanne Wetterman, husband and wife, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172259 in Book 337, Page 1446, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 7	Lot 1, E1/2 of Lot 2 lying S of US Hwy 60, E1/2 of Lots 9, 11, and 20 and all of Lot 10
Section 8	Southeast Quarter (SE1/4) and Northeast Quarter (NE1/4) lying South of US Highway 60
Section 17	All
Section 18	All, Less & Except Lots 1, 2, 15 and 16
Section 19	East Half (E1/2), Lots 1 through 5, inclusive, Lots 7 through 14, inclusive, Lots 18 through 20, inclusive, and Lots 6, 15, 16 and 17 lying East of ATSF
Section 20	All

**Parcel 11**

**Fee Owner(s): Wrye, William H. and Joy K**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which was recorded on August 17, 2017 in the Records of Torrance County, New Mexico as Document No. 2172258 in Book 337, Page 1432, Records of Torrance County, New Mexico, amended by that certain Amendment and Partial Assignment and Assumption Agreement by and among William H. Wrye, Jr. and Joy K. Wrye, husband and wife, El Cabo Wind LLC, Torrance County, and Pacific Wind Development LLC, dated and effective March 25, 2022, a memorandum of which was recorded in the Records on April 6, 2022 as Document No. 2221078 in Book 350, Page 4463.

Property located in Torrance County, New Mexico, as Follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 6        Lots 7, 8, 11, and 12 and SE¼ SW¼  
Section 7        Lots 9 and 12, W ½ of Lot 8 and E½ W½

**Parcel 12**

**Fee Owner(s): Zamora, Robert J. and Nora R.**

Wind Energy Lease Agreement dated March 11, 2011, between Robert J. Zamora and Nora R. Zamora, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on March 31, 2011 as document number 2110852, in Book 324, Page 1724, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement dated August 22, 2012, filed for record on December 26, 2012 as document number 2123524, in Book 327, Page 4964, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153283, and recorded in Book 333, Page 3991, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

The East Half (E1/2) of Section Seven (7) and the West Half (W1/2) of Section Eight (8), Township Five (5) North, Range Twelve (12) East, N.M.P.M., as the same is shown and designated on the that certain Plat prepared by Todd P. Wagener, N.M.R.P.S. No. 9242, on May 1, 1995, filed for record on May 15, 1995, as document number 10431, and filed in Cabinet C, Slide 158, Plat Records of Torrance County, New Mexico.

**[EXHIBIT A CONTINUES ON NEXT PAGE]**

**LA JOYA EASEMENTS ON EL CABO LAND:**

**NMSLO**

Partial Assignment and Assumption Agreement (Undivided Percentage Interest) State Business Lease EW-0021, by and between El Cabo Wind LLC, and La Joya Wind, LLC, dated and effective June 23, 2020 and recorded in the Records on June 23, 2020 as Document No. 2201412, in Book 343, Page 663.

**Township 7 North, Range 11.5 East, NMPM, Torrance County, New Mexico**

Section 1: Lot 1 - A corridor 200' wide along the eastern section line

**Township 8 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

**Township 9 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

Section 25: E½E½ - A corridor 200' wide along the eastern section line

Section 36: E½E½ - A corridor 200' wide

**William H. Wrye, Jr. and Joy Kaye Wrye, husband and wife**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on December 10, 2013, as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico, as amended and restated by Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, evidenced by Memorandum of Amended and Restated Wind Energy Lease Agreement filed for record on August 17, 2017, as document number 2172258 and recorded in Book 337, Page 1432, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico and La Joya Wind LLC a Delaware limited liability company, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201199, and recorded in Book 342, Page 4795, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST**

Section 6: LOTS 7, 8 11 AND 12 AND SE1/4SW1/4  
Section 7: LOTS 9 AND 12, W1/2 OF LOT 8 AND E1/2W1/2

**Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2nd, 2014**

Wind Energy Lease Agreement by and between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was dated October 10, 2013, filed for record on December 10, 2013, as Document Number 2133410, and recorded in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico, Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico, and La Joya Wind LLC, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201200, and recorded in Book 342, Page 4811, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST

Section 25: EAST 1/2, EAST 1/2  
Section 36: EAST 1/2, EAST 1/2

**Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust**

Transmission Easement Agreement dated June 19, 2020 executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC, as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201418, and recorded in Book 343, Page 724, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC (Grantee), and El Cabo Wind (as consenting party), recorded August 23, 2021 as document number 2212533, in Book 348, Page 459, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 1A:NORTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows: COMMENCING from a found monument at the common corner of Sections 1, 2, 11, and 12, said Township and Range;



THENCE South 89°47'52" West, along the north line of said Section 11, a distance of 4,717.05 feet, to the POINT OF BEGINNING;  
THENCE South 04°24'12" West, a distance of 2,650.58 feet;  
THENCE North 85°12'21" West, a distance of 200.00 feet;  
THENCE North 04°24'12" East, a distance of 2,633.26 feet; to a point on the north line of said Section 11;  
THENCE North 89°50'34" East, a distance of 200.64 feet; to the POINT OF BEGINNING;

PARCEL 1B:  
SOUTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows: COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the south line of said Section 11, a distance of 79.14 feet, to the POINT OF BEGINNING;  
THENCE North 00°04'13" East, a distance of 1,661.14 feet;  
THENCE North 04°24'12" East, a distance of 797.84 feet;  
THENCE South 85°12'21" East, a distance of 200 feet;  
THENCE South 04°24'12" West, a distance of 788.91 feet;  
THENCE South 00°04'13" West, a distance of 1,652.43 feet;  
THENCE South 89°44'32" West along said south line, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 2:

Being in the W/2 of W/2 of Section 14, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows: COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the north line of said Section 14, a distance of 79.14 feet to the POINT OF BEGINNING;  
THENCE North 89°44'32" East, continuing along said north line, a distance of 200.00 feet, to a point for corner;  
THENCE South 00°04'13" West, departing said north line, a distance of 4,565.27 feet, to a point for corner;  
THENCE South 87°43'38" West, a distance of 271.97 feet, to a point on the west line of said Section 14; from which monument bears South 00°01'22" East, a distance of 705.99 feet;  
THENCE North 00°01'22" West along the west line of the Southwest quarter of said Section 4, a distance of 200.15 feet;  
THENCE North 87°43'38" East, a distance of 72.13 feet;  
THENCE North 00°04'13" East, a distance of 4,372.14 feet, to a point on the north line of said Section 14 and the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCE ARE GRID DISTANCES.

PARCEL 3:

Being in the SE/4 of Section 15, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather

Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from a 5/8 inch iron rod with a cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;  
THENCE South 89°38'23" West, along the south line of said Section 15, a distance of 23.18 feet to the POINT OF BEGINNING; THENCE South 89°38'23" West continuing along said south line, a distance of 200.00 feet;  
THENCE North 00°10'53" West, a distance of 898.60 feet;  
THENCE North 87°43'38" East, a distance of 225.84 feet, to a point on the east line of said Section 15;  
THENCE South 00°01'22" East, along the east line of said Section 15, a distance of 200.15 feet;  
THENCE South 87°43'38" West, a distance of 25.15 feet;  
THENCE South 00°10'53" East, a distance of 705.14 feet, to a point on the south line of said Section 15 and the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 4:

200' WIDE TRANSMISSION LINE CORRIDOR

Being in the E1/2 of E1/2 and the S1/2 of S1/2 of Section 22, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;  
THENCE South 89°38'23" West, along the north line of said Section 22, a distance of 23.18 feet, to the POINT OF BEGINNING; THENCE South 00°10'53" East, a distance of 5,281.46 feet, to a point on the south line of said Section 22;  
THENCE South 89°43'17" West, along said south line, a distance of 1,554.97 feet;  
THENCE North 01°02'17" West, a distance of 200.02 feet;  
THENCE North 89°43'17" East, a distance of 1,357.96 feet;  
THENCE North 00°10'53" West, a distance of 5,081.18 feet, to a point on the north line of said Section 22;  
THENCE North 89°38'40" East along the north line of said Section 22, a distance of 200.00 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 5A:

NORTH EASEMENT

Being in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 22, 23, 26 and 27, said Township and Range;  
THENCE South 89°43'17" West, along the north line of said Section 27, a distance of 1,354.95 feet to the POINT OF BEGINNING;  
THENCE South 01°02'17" East, a distance of 2,349.27 feet, across said Section 27;

THENCE South 40°32'19" East, a distance of 128.16 feet, to a point on the north line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;  
THENCE South 50°48'28" West, along the north line of said Right-of-Way, a distance of 200.06 feet;  
THENCE North 40°32'19" West, a distance of 195.46 feet;  
THENCE North 01°02'17" West, a distance of 2,423.73 feet, to a point on the north line of said Section 27;  
THENCE North 89°43'17" East, along the north line of said Section 27, a distance of 200.02 feet, to the POINT OF BEGINNING;  
PARCEL 5B:  
SOUTH EASEMENT  
BEING in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 26, 27, 34 and 35, said Township and Range;  
THENCE South 89°41'33" West, along the south line of said Section 27, a distance of 1445.72 feet to the POINT OF BEGINNING;  
THENCE South 89°41'33" West, a distance of 202.47 feet;  
THENCE North 08°38'57" East, a distance of 2575.15 feet, to a point on the south line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;  
THENCE North 50°51'32" East, along the south line of said Right-of-Way, a distance of 219.84 feet;  
THENCE South 40°32'19" East, a distance of 69.10 feet;  
THENCE South 08°38'57" West, a distance of 2661.30 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

**Harral Inc., and Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest, and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest**

Easement Agreement dated June 10, 2020 executed by and between Harral Inc., and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012 (Grantor) and La Joya Wind, LLC, (Grantee) and El Cabo Wind LLC, a Delaware limited liability company (consenting party) as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201417, and recorded in Book 343, Page 702 in and to the following:

PROPERTY LOCATED IN TORRANCE COUNTY, NEW MEXICO, AS FOLLOWS:

PARCEL A:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;  
THENCE South 00°44'47" East, with the the west line of said Section 27, at a distance of 727.63 feet passing the northwest corner of a Transmission bump-out easement, continuing with the west line of said Section 27, a distance of 306.70 feet for a total distance of 1,034.33 feet to the POINT OF BEGINNING;  
THENCE, crossing said Section 27, North 89°27'35" East, a distance of 2,265.26 feet;  
THENCE North 00°45'09" West, a distance of 1,037.97 feet, to the northerly line of said Section 27;

THENCE North 89°22'04" East, a distance of 100.00 feet;  
THENCE South 00°45'09" East, a distance of 1,138.13 feet;  
THENCE South 89°27'33" West, a distance of 2,365.27 feet;  
THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 100.02 feet to the  
POINT OF BEGINNING.

**PARCEL B:**

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;

THENCE South 00°44'47" East, a distance of 727.63 feet;

THENCE crossing said Section 27 the following courses:

North 89°27'17" East, a distance 274.02 feet;

South 00°43'41" East, a distance of 306.72 feet;

South 89°27'35" West, a distance of 273.92 feet;

THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 306.70 feet, to the  
POINT OF BEGINNING.

**PARCEL C:**

BEING in Section 33, Township Seven (7) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico (as to the E ½ SE ¼ of said Section 33) and being part of tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C.

Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, Official Records of Torrance County, New Mexico (as to E ½ NE ¼ of said Section 33) and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southeast corner of said Section 33;

THENCE North 89°25'46" West, with the south line of said Section 33, a distance of 21.19 feet to a 3-inch brass cap monument found at the common north corner of Sections 3 and 4, Township 6 North, Range 12 East;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 200.00 feet;

THENCE North 0°28'57" West, crossing said Section 33, a distance of 5,240.35 feet;

THENCE North 89°24'22" East, with the north line of said Section 33, a distance of 200.00 feet;

THENCE South 0°28'57" East, continuing across said Section 33, a distance of 5,239.93 feet to the  
POINT OF BEGINNING.

**PARCEL D:**

BEING in Section 4, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the northeast corner of said Section 4, from which a 3-inch brass cap monument bears South 89°25'46" East, a distance of 21.19 feet;

THENCE South 89°17'03" West, continuing along the north line of said Section 4, Township 6 North, Range 12 East, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 0°14'36" East, crossing said Section 4, a distance of 5,390.23 feet, to a point in the north line of Section 9;  
THENCE South 89°40'46" West, along the south line of said Section 4, a distance of 200.00 feet;  
THENCE North 0°14'36" West, continuing across said Section 4, a distance of 5,388.85 feet;  
THENCE North 89°17'03" East, along the north line of said Section 4, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL E:

BEING in Section 9, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southwest corner of the southeast quarter of said Section 9;  
THENCE North 89°42'54" East, along the south line of said Section 9, a distance of 2,379.15 feet to the POINT OF BEGINNING;  
THENCE North 01°17'30" West, crossing said Section 9, a distance of 5,280.17 feet, to a point in the north line of said Section 9;  
THENCE North 89°40'46" East, along the north line of said Section 9, a distance of 200.00 feet;  
THENCE South 01°17'30" West, continuing across said Section 9, a distance of 5,280.30 feet, to a point in the south line of said Section 9;  
THENCE South 89°42'54" West, along the south line of said Section 9, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL F:

BEING in Section 18, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2" monument with brass cap found for the common corner of said Section 18 and Section 7, said Township and Range;

THENCE North 89°44'07" East, along the north line of said Section 18, a distance of 958.17 feet to the POINT OF BEGINNING;

THENCE crossing said Section 18 the following courses:

North 89°44'07" East, a distance of 214.36 feet;  
South 21°21'29" East, a distance of 1,344.11 feet;  
North 68°39'21" East, a distance of 75.00 feet;  
South 21°21'29" East, a distance of 200.00 feet;  
South 68°39'21" West, a distance of 275.79 feet;  
South 21°25'53" East, a distance of 621.38 feet;  
North 87°38'35" East, a distance of 36.21 feet;  
North 69°05'40" East, a distance of 240.76 feet;  
South 21°21'29" East, a distance of 200.20 feet;  
South 69°12'56" West, a distance of 276.17 feet;  
South 21°29'32" East, a distance of 496.66 feet;  
South 41°14'53" East, a distance of 725.71 feet;  
South 48°45'07" West, a distance of 138.33 feet;  
South 21°21'52" East, a distance of 658.50 feet;



THENCE South 0°28'32" East, along the east line of said Section 18, a distance of 560.92 feet;  
THENCE continuing across said Section 18 the following five (5) courses:  
North 21°21'52" West, 1,554.22 feet;  
North 50°48'18" West, 1,231.74 feet;  
North 21°21'29" West, 1,021.82 feet;  
North 68°38'31" East, 688.77 feet;  
North 21°21'29" West, 1,213.78 feet to the POINT OF BEGINNING.

PARCEL G:

BEING Part of Lot 7 Section 17, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument in the south line of said Section 17 at the southeast corner of said Lot 7 of said Section 17;  
THENCE South 89°43'59" West, along the south line of said Lot 7 and Section 17, a distance of 369.73 feet to the POINT OF BEGINNING;  
THENCE South 89°43'59" West, continuing along the south line of said Lot 7 and Section 17, a distance of 214.37 feet;  
THENCE North 21°21'52" West, crossing said Lot 7 and Section 17, a distance of 758.72 feet;  
THENCE North 0°28'32" West, along the west line of said Lot 7 and Section 17, a distance of 560.92 feet;  
THENCE South 21°21'52" East, crossing said Lot 7 and Section 17, a distance of 1,359.94 feet to the POINT OF BEGINNING.

PARCEL H:

BEING in Section 20, Township 7 North, Range 12 East, Torrance County, New Mexico, being Lots 1, 2, 3, and 4, as described in the Warranty Deed to Harral, Inc. dated June 15, 2017, and recorded as Document No. 2171659, Book 336, Page 4503, in the Official Public Records of Torrance County, New Mexico (O.P.R.T.C.N) and Lots 5, 6, and 7 as described to Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded April 23, 1984, Document No. 62769, Book 247, page 4690, in O.P.R.T.C.N.), and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded November 19, 2019, Book 341, Page 4175, Document No. 2192779 in the O.P.R.T.C.N.), and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 20, being the northwest corner of Lot 1 of said Section 20;  
THENCE South 89°43'59" West, along the north line of said Section 20, a distance of 369.73 feet to the POINT OF BEGINNING;  
THENCE South 21°21'52" East, crossing said Section 20, a distance of 5,671.48 feet;  
THENCE South 89°38'38" West, along the south line of said Section 20, a distance of 214.24 feet;  
THENCE North 21°21'52" West, continuing across said Section 20, a distance of 5,671.84 feet;  
THENCE North 89°43'59" East, along the north line of said Section 20, a distance of 214.37 feet to the POINT OF BEGINNING.

PARCEL I:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows: COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00 degrees 51' 27 seconds East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, at a distance of 631.20 feet to the northwestern corner of a Transmission Easement;

THENCE North 89°38'38" East, a distance of 214.24 feet, continuing along the north line of said Section 29;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 230.12 feet to the POINT OF BEGINNING;

THENCE continuing across said Section 29 the following four (4) courses:

South 72°07'59" East, a distance of 1,715.29 feet;

South 89°27'17" West, a distance of 316.60 feet;

North 72°07'59" West, a distance of 1,333.25 feet;

North 21°21'52" West, a distance of 129.10 feet to the POINT OF BEGINNING.

PARCEL J:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows: COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00°51' 27" East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, passing at a distance of 631.20 feet the northwest corner of a Transmission Easement, continuing along said north line, passing at an additional distance of 214.24 feet the northeast corner of said Transmission Easement, continuing along said north line, passing at an additional distance of 78.25 feet the northeast corner of Lot 1 of said Section 29, continuing along said north line an additional distance of 2,502.13 feet, in all a total distance of 3,425.82 feet to the northeast corner of said Section 29;

THENCE South 01°09'22" East, along the east line of said Section 29, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE South 01°09'22" East, continuing along the east line of said Section 29, a distance of 100.10 feet;

THENCE crossing said Section 29 the following courses:

North 88°35'46" West, a distance of 246.96 feet;

North 72°07'59" West, a distance of 370.50 feet;

North 89°27'17" East, a distance of 316.60 feet;

South 72°07'59" East, a distance of 55.63 feet;

South 88°35'46" East, a distance of 228.02 feet to the POINT OF BEGINNING.

PARCEL K:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, a distance of 631.20 feet to the POINT OF BEGINNING;

THENCE North 89°38'38" East, continuing along the north line of said Section 29, a distance of 214.24 feet;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 809.74 feet;

THENCE North 89°27'17" East, continuing across said Section 29, a distance of 2,300.54 feet;

THENCE South 1°09'22" East, along the east line of said Section 29, a distance of 200.01 feet;

THENCE continuing across said Section 29 the following eight (8) courses:

South 89°27'17" West, a distance of 2,226.63 feet;

South 21°21'52" East, a distance of 255.00 feet;

South 68°38'08" West, a distance of 200.00 feet;

North 21°21'52" West, a distance of 331.05 feet;

South 89°27'17" West, a distance of 331.05 feet;

North 0°32'43" West, a distance of 200.00 feet;

North 89°27'17" East, a distance of 255.00 feet;

North 21°21'52" West, a distance of 810.50 feet to the POINT OF BEGINNING.

PARCEL L:

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range;

THENCE South 01°09'22" East, along the west line of said Section 28, a distance of 748.39 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses and distances:

North 89°27'17" East, a distance of 5,123.93 feet;

North 00°32'44" West, a distance of 300.00 feet;

North 89°27'17" East, a distance of 200.00 feet;

South 00°32'43" East, a distance of 300.00 feet;

North 89°27'17" East, a distance of 25.98 feet;

THENCE South 00°44'47" East, along the west line of said Section 28, a distance of 406.72 feet;

THENCE crossing said Section 28 the following five (5) courses and distances:

South 89°27'17" West, a distance of 26.11 feet;

South 00°43'41" East, a distance of 4,124.84 feet;

South 89°24'22" West, a distance of 200.00 feet;

North 00°43'41" East, a distance of 4,331.73 feet;

South 89°27'17" West, a distance of 5,122.43 feet;

THENCE North 01°09'22" West, with the west line of said Section 28, a distance of 200.01 feet, to the POINT OF BEGINNING.

**PARCEL M:**

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range; THENCE South 01°09'19" East, along the west line of said Section 28, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses:

South 88°35'46" East, a distance of 2,392.92 feet;

North 89°27'17" East, a distance of 2,957.04 feet;

South 00°44'47" East, a distance of 100.00 feet;

South 89°27'17" West, a distance of 2,959.09 feet;

North 88°35'46" West, a distance of 2,390.16 feet;

THENCE North 01°09'22" West, with the west line of said Section 18, a distance of 100.10 feet to the POINT OF BEGINNING.

**Howling Wind Ranch, LLC, a New Mexico limited liability company**

Easement estate as created by that certain Transmission Easement Agreement dated June 19, 2020 executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201419, and recorded in Book 343, Page 734, Records of Torrance County, New Mexico, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), recorded August 23, 2021 as document number 2212534, in Book 348, Page 477, Records of Torrance County, New Mexico, in and to the following:

**200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

Being in the SW1/4 of Section 15, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 15 and Sections 16, 21, and 22 of said Township and Range;

THENCE North 89° 38' 25" East, along the south line of said Section 15, a distance of 89.40 feet, to the POINT OF BEGINNING;

THENCE North 13° 06' 38" West, a distance of 403.29 feet, to a point on the west line of said Section 15;

THENCE North 00° 18' 12" West, along the west line of said Section 15, a distance of 902.24 feet;

THENCE South 13° 06' 38" East, a distance of 1,328.34 feet to a point on the south line of said Section 15;

THENCE South 89° 38' 25" West along the south line of said Section 15, a distance of 205.06 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 2:

Being in the W1/2 of Section 22, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a monument with brass cap "S21/S22/S28/S27" found at the common corner of said Section 22 and Sections 27, 21 and 28 of said Township and Range;

THENCE North 89°39'20" East, along the south line of said Section 22, a distance of 1,292.08 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,415.73 feet, to a point on the north line of said Section 22, from which a found 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 22 and Sections 15, 16, 21 of said township and range, bears South 89°38'25" West along the North line of said Section 22, a distance of 89.40 feet;

THENCE North 89°38'25" East, along the north line of said Section 22, a distance of 205.06 feet to a point,

THENCE South 13°06'38" East, a distance of 5,415.79 feet, to a point on the south line of said Section 22;

THENCE South 89°39'20" West, along the south line of said Section 22, a distance of 205.07 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 3:

Being in Section 27, Township 6 North, Range 12 East, part of a tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a brass cap monument found at the common corner of Section 27, 28, 33, and 34, of said Township and Range;

THENCE North 89°38'39" East, along the south line of said Section 27, a distance of 2,491.74 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,413.82 feet to a point on the north line of said Section 27 from which a found brass monument marked "MON S21/ S22 S28/S27" bears South 89°39'20" West, along the north line of said Section 27, a distance of 1,292.08 feet;

THENCE North 89°39'20" East, along said north line of Section 27, at a distance of 205.07 feet, to a point for corner;

THENCE South 13°06'38" East, a distance of 5,413.77 feet to a point on the south line of said Section 27;

THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 56.34 feet to a monument with brass cap found at the South quarter corner of said Section 27;

THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 148.71 feet to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 4:

Being in Section 34, Township 6 North, Range 12 East, New Mexico Principle Meridian, part of tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in



Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from a 3-inch brass cap monument at the common corner of said Sections 34 and 35 said Township and Range, and Sections 2 and 3 of Township 5 North, Range 12 East, New Mexico Principle Meridian;  
THENCE South 89°39'30" West, along the south line of said Section 34, a distance of 1,382.44 feet to the POINT OF BEGINNING;  
THENCE South 89°39'30" West, continuing along said south line, a distance of 205.07 feet;  
THENCE North 13°06'38" West, across said Section 34, a distance of 5,410.73 feet;  
THENCE North 89°38'39" East along said north line of said Section 34, a distance of 148.71 feet;  
THENCE North 89°38'16" East along the north line of said Section 34, a distance of 56.35 feet, to a corner;  
THENCE South 13°06'38" East, a distance of 5,410.79 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**PARCEL 5:**

Being in the E1/2 of Section 3, Township 5 North, Range 12 East, part of tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from a 3-inch brass cap monument found at the common corner of said Sections 2 and 3, said Township and Range, and Sections 34 and 35 of Township 6 North, Range 12;  
THENCE South 89°39'30" West along the north line of said Section 3, a distance of 1,382.44 feet, to the POINT OF BEGINNING;  
THENCE South 12°53'39" East, a distance of 4,180.72 feet;  
THENCE North 89°31'55" East, a distance of 453.48 feet, to a point on a point on the east line of said Section 3; from which a found 2 inch brass monument bears North 00°03'42" West, along the east line of said Section 3, a distance of 1500.35 feet;  
THENCE South 00°03'42" East along said east line, a distance of 200.01 feet;  
THENCE South 89°31'55" West, a distance of 613.03 feet;  
THENCE North 12°53'36" West, a distance of 4,385.97 feet to point on the north line of said Section 3;  
THENCE North 89°39'30" East along said north line, a distance of 205.07 feet to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**PACIFIC WIND LEASES AND PACIFIC WIND LAND:**

**Norma Sue Harvey**

Amended and Restated Windfarm Development Lease dated July 31, 2017 by and between Norma Sue Harvey a/k/a Sue Harvey and Pacific Wind Development LLC, as amended by that certain First Amendment and Partial Assignment and Assumption Agreement dated and effective April 20, 2020, a memorandum of which was recorded in the Records on May 7, 2020 as Document No. 2200979, in Book 342, Page 3942.

**Township 5 North, Range 12 East, N.M.P.M.**

Sec. 6: Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 19, 20; W 1/2 Lots 4, 11, 14, and 21; and that part of Lot 18 lying North of U.S. Hwy 60

Section 7: All that part of Lot 3 and the E 1/2 Lot 4 lying North of U.S. Hwy 60

Township 6 North, Range 12 East, N.M.P.M.

Sec. 19: W/2

Sec. 30: E1/2 and E1/2W1/2, W1/2W1/2

Sec. 31: All

Township 6 North, Range 11.5 East, N.M.P.M.

Sec. 24: All

Sec. 25: Lots 1, 2, 3, 4 and the E1/2

Wrye

Amended and Restated Wind Energy Lease Agreement by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and Pacific Wind Development LLC, dated August 8, 2017, memorandum of which was recorded in the Records on August 17, 2017, in Book 337, Page 1495, amended Amendment and Partial Assignment and Assumption Agreement by and among Pacific Wind Development LLC, El Corazon Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which recorded in the Records on April 6, 2022 as Document No. 2221080, in Book 350, Page 4491, and amended and restated by that certain Second Amended and Restated Wind Energy Lease Agreement dated and effective March 25, 2022, a memorandum of which was recorded in the Official Records on April 6, 2022 as Document No. 2221079, Book 350, Page 4478.

TOWNSHIP 6 NORTH, RANGE 11 EAST, N.M.P.M.

Section 4: SW1/4, N1/2NW1/4, SE1/4NW1/4

TOWNSHIP 7 NORTH, RANGE 11 EAST, N.M.P.M.

Section 27: N1/2NW1/4, SW1/4NW1/4, S1/2SW1/4

Harral

Second Amended and Restated Wind Energy Lease Agreement by and between Harral, Inc. a New Mexico corporation, and Pacific Wind Development LLC, dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 24, 2020, as Document No. 2201429, in Book 343, Page 809.

All that certain real property located in Torrance County, NM more particularly described as follows:

Township 6 North, Range 12 East, NMPM

Section 19: E2

Township 7 North, Range 13, NMPM

Section 29: S2

NMSLO (Lease EW-0021)

Wind Energy Lease Agreement, Lease Agreement by and between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico New Mexico State Land Office and Pacific Wind Development LLC, dated October 10, 2013, a memorandum of which was recorded in the Records on December 10, 2013 as Document No. 2133411, in Book 329, Page 4107; Partial Assignment and Assumption of Interest in State Business Lease EW-0021 by and between Pacific Wind Development LLC, and La Joya Wind, LLC,

dated June 23, 2020, and recorded on June 23, 2020 as Document No. 2201414, in Book 343, Page 684.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 7 North, Range 11.5 East, N.M.P.M.

Section 13: Lots 1-4, E½

Township 7 North, Range 12 East, N.M.P.M.

Section 18: Lots 3, 4, 6, 7, E½W½

Township 5 North, Range 12 East, N.M.P.M.

Section 6: Lots 1, 2, S1/2 NE1/4, N1/2 SE1/4

Township 5 North, Range 13 East, N.M.P.M.

Section 4: SW1/4

Section 16: ALL

Section 18: Lot 4

Township 6 North, Range 13 East, N.M.P.M.

Section 32 ALL

Township 9 North, Range 12 East, N.M.P.M.

Section 6: Lots 4, 5

Township 4 North, Range 11 East, N.M.P.M.

Section 03: Lots 1-4, S1/2, S1/2 N1/2

Section 09: ALL

Section 10: ALL

Section 11: S ½

Section 12: S½S½

Section 13: ALL

Section 14: N1/2,E1/2 SW1/4, SW1/4 SW1/4, SE1/4

Section 15: ALL

Section 16: ALL

Section 21: W1/2, N1/2 NE1/4, S1/2 SE1/4

Section 22: S1/2, E1/2 NE1/4, NW1/4 NW1/4

Section 23: ALL

Township 4 North, Range 12 East, N.M.P.M.

Section 20: ALL

Section 21: ALL

Section 28: ALL

Section 29: ALL

Section 30: Lots 1-4, E1/2, E1/2 W1/2

Section 31: Lots 1-4, E1/2, E1/2 W1/2

Section 32: ALL

**Harvey-Encino Ranch**

Amended and Restated Wind Energy Lease Agreement by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pacific Wind Development LLC dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 25, 2020 as Document No. 2201456, in Book 343, Page 1403, as amended by that First Amendment to Amended and Restated Wind Energy Lease Agreement dated and effective October 20, 2020, a memorandum of which was recorded in the Records on November 5, 2020 as Document No. 2203067, in Book 344, Page 4147.

All of that certain real property located in Torrance County, New Mexico, more particularly described as follows:

**Township 4 North, Range 13 East, NMPM**

Section 2: Lots 1, 2, 3, 4, S½N½, S½ (ALL)

Section 3: ALL

Section 5: ALL

Section 7: ALL

Section 8: ALL

Section 9: ALL

Section 10: ALL

Section 11: ALL

Section 12: ALL

Section 13: ALL

Section 14: ALL

Section 15: NE 1/4, W 1/2 and SE 1/4

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: NW 1/4, W 1/2 NE 1/4, and N 1/2 SW 1/4, NW 1/4 SE 1/4

Section 30: ALL

**Township 5 North, Range 13 East, N.M.P.M.**

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 27: ALL

Section 33: ALL

Section 34: ALL

**NMSLO (BL-2598)**

Lease of State Trust Land (BL-2598) by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310 ("**NMSLO**") and Pacific Wind Development LLC, dated and effective October 28, 2019, a memorandum of which was recorded with the Clerk of Torrance County (the "**Records**") on November 7, 2019 as Document No. 2192678, in Book 341, Page 3918, as amended and partially assigned pursuant to that certain Partial Assignment and Assumption of Interest in Lease of State Trust Land (BL-2598) by and

between Pacific Wind Development LLC and La Joya Wind, LLC, dated and effective June 23, 2020, and recorded in the Records on June 23, 2020 as Document No. 2201413 in Book 343, Page 676.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 5 North, Range 11 East, N.M.P.M.

Section 16: ALL 640 acres ±

Section 21: ALL 640 acres ±

Section 28: ALL 640 acres ±

Section 33: ALL 604.88 acres ±

Section 34: ALL 604.76 acres ±

Township 4 North, Range 12 East, N.M.P.M.

Section 4: ALL 636.50 acres ±



**EXHIBIT B  
TO  
CONSENT AND CROSSING AGREEMENT  
(El Cabo /La Joya/Pacific Wind/SunZia)**

**Description of SunZia NMSLO Wind Leases, NMSLO Overleased Land,  
SunZia Gen-Tie Easements, SunZia Gen-Tie Lands,  
SunZia Collection Easements, SunZia Collection Lands,  
SunZia Access Easements and SunZia Access Lands**

This Exhibit B is temporary and must be replaced by a final, complete Exhibit B that includes the signatures of the Affiliate Parties within three (3) weeks of the Effective Date or this agreement will be null and void.

**PART A:**

**PARCEL 1**

**FEE OWNER:** DONALD G. ANSLEY AND CAROL R. ANSLEY, TRUSTEES OF THE DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA DTD DECEMBER 31, 1981 AND RESTATED ON OCTOBER 2<sup>ND</sup>, 2014

Grant of Easement dated October 31, 2023, by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 250' wide Gen-Tie Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 60' wide Collection Easement and two 30' wide Collection Easements)

Section 36: E2NE; Lot 1, 8 (solely as to a 60' wide Collection Easement)

**SunZia Access Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 20' wide Access Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 20' wide Access Easement)

**PARCEL 2**

**FEE OWNER:** WILLIAM H. WRYE, JR. AND JOY K. WRYE, HUSBAND AND WIFE

Grant of Easement dated October 31, 202, by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 250' wide Gen-Tie Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 60' wide Collection Easement and a 200' wide Collection Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 30' wide Collection Easement and a 100' wide Collection Easement)

**SunZia Access Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 20' wide Access Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to four 300' x 300' surface areas)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to one 300' x 300' surface area)

**PARCEL 3**

**FEE OWNER:** LELAND C. HARRAL AND MARY SUSAN HARRAL, TRUSTEES OF THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, DATED DECEMBER 13, 2012

Grant of Easement dated October 31, 2023, by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS THE LELAND C. HARRAL AND MARY SUSAN HARRAL, REVOCABLE TRUST TRACT RECORDED IN BOOK 351, PAGE 4438 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 22, 23, 26 AND 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF SAID SECTION 22 AND 23 AND THE SOUTH LINE OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the south line of the northeast quarter of said Section 35, from which a 2-inch iron pipe found at the southeast corner of said Section 35 bears, South 30°30'37" East, a distance of 3,029.76 feet.

**THENCE**, over and across Sections 22, 23, 26 and 35, the following (5) courses and distances:

- (1) North 00°21'59" West, a distance of 1,875.73 feet to a calculated point;
- (2) North 43°00'29" West, a distance of 299.22 feet to a calculated point;
- (3) North 04°09'53" West, a distance of 6,883.89 feet to a calculated point;
- (4) North 33°41'29" West, a distance of 3,712.76 feet to a calculated point;
- (5) North 45°30'48" West, distance of 1,422.89 feet to the **POINT OF TERMINUS** in the north line of said Section 23, from which a stone found at the northeast corner of said Section 23 bears, North 88°31'24" East, a distance of 5,344.41 feet;

Total easement description containing 14,194.29 linear feet or 860.26 rods, and containing 81.49 acres of land, more or less.

**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to a 20' wide Access Easement)

Section 26: All (solely as to a 20' wide Access Easement)

Section 35: N2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to two approximately 276' x 158' x 318' surface areas)

Section 35: N2 (solely as to four approximately 268' x 180' x 69' x 287' surface areas)

**PARCEL 4**

**FEE OWNER:** HOWLING WIND RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 31, 2023, by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HOWLING WIND RANCH, LLC TRACT, RECORDED IN BOOK 329, PAGE 2726, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 13, and 14, TOWNSHIP 6 NORTH, RANGE 12 EAST, AND SECTION 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID PERMANENT EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF LOT 4 OF SAID SECTION 13 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 6 North, Range 12 East bears, North 89°30'13" East, a distance of 175.81 feet;

**THENCE**, over and across said Howling Wind Ranch, LLC tract, the following seven (7) courses and distances:

- 1) North 45°50'40" West, a distance of 7,340.29 feet to a calculated point;
- 2) North 00°19'56" West, a distance of 2,763.31 feet to a calculated point;
- 3) North 00°23'59" West, a distance of 2,644.64 feet to a calculated point;
- 4) North 01°09'04" West, a distance of 4,731.87 feet to a calculated point;
- 5) North 07°56'17" West, a distance of 1,365.64 feet to a calculated point;
- 6) North 31°30'19" West, a distance of 2,234.00 feet to a calculated point;
- 7) North 00°21'59" West, a distance of 49.47 feet to the **POINT OF TERMINUS** in said north line of the southeast quarter of said Section 35, from which a Brass Cap found at the south quarter corner of said Section 35 bears, South 22°21'16" West, a distance of 2,850.66 feet.

**Total easement description containing 21,129.22 linear feet or 1,280.56 rods, and containing 121.28 acres of land, more or less.**

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**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

- |             |  |
|-------------|--|
| Section 2:  | All (solely as to two 20' wide Access Easements)                             |
| Section 11: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 13: | All (solely as to a 20' wide Access Easement)                                |
| Section 14: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 23: | E2 (solely as to a 20' wide Access Easement)                                 |
| Section 26: | E2 and S2S2 (solely as to a 20' wide Access Easement)                        |
| Section 34: | A portion of the E2E2E2 along the East Section Line (solely as to a 20' wide |

Access Easement)  
Section 35: A portion of the E2E2 (solely as to a 20' wide Access Easement)

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico  
Section 35: S2 (solely as to two 20' wide Access Easements)

**PARCEL 5**

**FEE OWNER:** MCLAUGHLIN RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Unrecorded Grant of Easement dated October 31, 2023, by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), as evidenced of record by that certain Notice of Exercise of Option [Transmission Line/Other] of even date therewith, filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A DESCRIPTION FOR TWO PROPOSED VARIABLE WIDTH ELECTRIC EASEMENTS ACROSS A MCLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 10, TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**VARIABLE WIDTH ELECTRIC EASEMENT PART 1**

**BEGINNING** at a calculated point in the south line of said Section 10, from which an iron rail monument found at the south quarter corner of said Section 10 bears, North 89°01'03" East, a distance of 19.38 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract, the following five (5) courses and distances:

1. **North 15°46'00" West**, a distance of 72.29 feet to a calculated point;
2. **North 00°40'15" West**, a distance of 51.62 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract, same being the south right-of-way (R.O.W.) line of U.S. Highway 60 (variable width R.O.W.);
3. **South 85°12'02" East**, along the north boundary line of said McLaughlin Ranch, LLC tract and the south R.O.W. line of U.S. Highway 60, a distance of 37.97 feet to a calculated point, from which an iron rail monument found for the east quarter corner of said section 10, North 46°00'27" East, a distance of 3,633.19 feet;
4. **South 00°52'27" East**, along the east boundary line of said McLaughlin Ranch, LLC tract, a distance of 117.69 feet to an iron rail monument found for the south quarter corner of said Section 10;
5. **South 89°01'03" West**, a distance of 19.38 feet to the **POINT OF BEGINNING** in the south line of said Section 10.

**Total variable width electric easement Part 1 description containing 0.09 acres of land, more or less.**

## **VARIABLE WIDTH ELECTRIC EASEMENT PART 2**

**BEGINNING** at a calculated point in the north R.O.W. line of U.S. Highway 60, from which a rock pile found at the west quarter corner of said Section 10 bears, North 48°47'18" West , a distance of 3,458.98 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract the following six (6) courses and distances:

1. North 00°40'15" West , a distance of 1,147.11 feet to a calculated point;
2. North 25°15'11" West, a distance of 1,268.91 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract;
3. North 89°33'34" East, along the north boundary line of said McLaughlin Ranch, LLC tract, a distance of 275.51 feet to a calculated point;
4. South 25°15'11" East, leaving said north boundary line, a distance of 681.39 feet to a calculated point in the east boundary line of said McLaughlin Ranch, LLC tract, from which an iron rail monument found at the east quarter corner of said Section 10 bears, North 76°24'35" East, a distance of 2,718.71 feet;
5. South 00°52'27" East, with said east boundary line, a distance of 1,683.83 feet to a calculated point in the north R.O.W. line of said U.S. Highway 60;
6. North 85°12'17" West, a distance of 37.25 feet to the **POINT OF BEGINNING** in the north R.O.W. line of U.S. Highway 60;

**Total variable width electric easement Part 2 description containing 6.72 acres of land, more or less.**

**Total variable width easement Part 1 and Part 2 descriptions containing a combined total of 6.81 acres of land, more or less.**



**CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT**

**PART 3**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 19 AND 20, TOWNSHIP 6 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE WEST LINE OF LOT 1 OF SAID SECTION 19, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the east line of the northwest quarter of said Section 20, from which a brass cap found at the southwest corner of said Section 19 bears, South 66°33'17" West, a distance of 8,599.39 feet;

**THENCE**, over and across the McLaughlin Ranch, LLC. In the northwest quarter of said Section 20 and the northeast quarter of said Section 19, the following two (2) courses and distances:

- 1) **North 25°15'11" West**, a distance of 1,774.03 feet, to a calculated point;
- 2) **North 89°08'16" West**, a distance of 7,159.13 feet to the **POINT OF TERMINUS** in the west line of said Lot 1 of said Section 19, from which bears a brass cap found at the northeast corner of Section 24, Township 6 North, Range 12 East bears, North 00°14'48" West, a distance of 118.69 feet.

**Total centerline electric easement Part 3 description containing 8,933.16 linear feet or 541.40 rods, and containing 51.29 acres of land, more or less.**

**Total easement description of Part 1, Part 2, and Part 3 containing a combined total of 58.10 acres of land, more or less.**

**SunZia Access Land:**

**Township 5 North, Range 13 East, N.M.P.M., Torrance County, New Mexico**

**Section 10:** SW4, less and except thirty-eight (38) acres for the New Mexico State Highway #60 (solely as to a 20' wide Access Easement)

**PT Site:**

**Township 6 North, Range 13 East, N.M.P.M., Torrance County, New Mexico**

**Section 20:** NW4 (solely as to an approximately 156' x 180' x 244' x 200' surface area)

**PARCEL 6**

**FEE OWNER: HARVEY-ENCINO RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**

Grant of Easement dated October 27, 2023, by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on October 30, 2023, as Document No. 2232946, in Book 356, Page 1828, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HARVEY ENCINO RANCH, LLC TRACT, RECORDED IN BOOK 324, PAGE 4300, RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 12, AND 13 TOWNSHIP 4 NORTH, RANGE 13 EAST, AND SECTIONS 22, 27, AND 34 TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF SAID SECTION 13 TOWNSHIP 4 NORTH RANGE 13 EAST AND THE NORTH LINE OF SAID SECTION 22 TOWNSHIP 5 NORTH RANGE 13 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, Township 4 North, Range 13 East, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 4 North, Range 13 East bears, North 89°37'42" East, a distance of 311.38 feet;

**THENCE**, over and across said Harvey Encino Ranch, LLC tract, the following nine (9) courses and distances:

- 1) North 00°04'49" West, a distance of 424.38 feet to a calculated point;
- 2) North 00°41'13" West, a distance of 3,499.19 feet to a calculated point;
- 3) North 00°43'48" West, a distance of 6,473.77 feet to a calculated point;
- 4) South 89°59'59" West, a distance of 5,102.17 feet to a calculated point;
- 5) North 00°00'00" East, a distance of 5,197.67 feet to a calculated point;
- 6) North 18°04'01" East, a distance of 2,043.34 feet to a calculated point;
- 7) North 00°35'37" West, a distance of 3,487.47 feet to a calculated point;
- 8) North 00°33'30" East, a distance of 5,303.94 feet to a calculated point;
- 9) North 00°15'29" West, a distance of 5,302.19 feet to the **POINT OF TERMINUS** in said north line of Section 22 Township 5 North Range 13 East, from which an iron rail right-of-way (R.O.W.) monument found in the north line of BNSF railroad R.O.W. bears, North 21°26'05" West, a distance of 4,265.71 feet.

**Total easement description containing 36,834.12 linear feet or 2,232.37 rods, and containing 211.47 acres of land, more or less.**

**PART B:**

**Description of Additional SunZia Access Easements and SunZia Access Lands**  
**(Portions of an El Cabo Shared Road)**

**PARCEL 7**

**FEE OWNER:** PRATHER RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Access Easement dated September 27, 2023 by and between Prather Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company, filed of record on September 27, 2023, as Document No. 2232619, in Book 355, Page 4010, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A PRATHER RANCH, LLC TRACT, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 11, TOWNSHIP 5 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID PERMANENT EASEMENT BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 60 (200-FOOT WIDE R.O.W.) AND THE NORTH LINE OF SAID SECTION 11, TOWNSHIP 5, NORTH, RANGE 12 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the north R.O.W. line of said U.S. Highway 60 (200-foot R.O.W.), from which an iron rail R.O.W. monument found in said north R.O.W. line bears, South 83°56'17" East, a distance of 1,270.69 feet;

**THENCE**, over and across said Prather Ranch, LLC tract, the following twelve (12) courses and distances:

- 10) North 02°38'27" East, a distance of 246.88 feet to a calculated point;
- 11) North 01°59'40" East, a distance of 185.33 feet to a calculated point;
- 12) North 00°23'09" East, a distance of 196.52 feet to a calculated point;
- 13) North 00°09'02" West, a distance of 219.54 feet to a calculated point;
- 14) North 00°22'08" East, a distance of 209.24 feet to a calculated point;
- 15) North 00°28'34" East, a distance of 242.14 feet to a calculated point;
- 16) North 00°29'46" East, a distance of 252.68 feet to a calculated point;
- 17) North 00°10'24" East, a distance of 289.81 feet to a calculated point;
- 18) North 00°07'31" East, a distance of 225.70 feet to a calculated point;
- 19) North 00°00'21" West, a distance of 245.18 feet to a calculated point;

20) North 00°31'15" East, a distance of 168.82 feet to a calculated point;

21) North 00°04'55" East, a distance of 105.36 feet to the **POINT OF TERMINUS** in the north line of said Section 11, Township 5 North, Range 12 East, from which a 5/8-inch Iron rod with cap stamped "Ferrell PS 25209" found at the northwest corner of said Section 11 bears, South 89°47'43" West, a distance of 57.68 feet.

**Total easement description containing 2,587.20 linear feet or 156.80 rods, and containing 1.19 acres of land, more or less.**

**PARCEL 8**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Grant of Right-of-Way dated August 1, 2023 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company, evidenced of record by that certain Notice of Grant of Right-of-Way filed of record on October 5, 2023, as Document No. 2232693, in Book 355, Page 4271, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A STATE OF NEW MEXICO TRACT SITUATED IN SECTION 02, TOWNSHIP 05 NORTH, RANGE 12 EAST, N.M.P.M., TORRANCE COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 02 AND THE NORTH LINE OF LOT 4 OF SAID SECTION 02, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING at a calculated point in the south line of the southwest quarter of the southwest quarter of said Section 02, from which a GLO brass cap found at southeast corner of said Section 02 bears, North 89°47'43" East, a distance of 5,222.89 feet;

( SW/4 OF SW/4)

THENCE, over and across the southwest quarter of the southwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°21'08" East, a distance of 336.47 feet to a calculated point;
- 2) North 00°01'31" West, a distance of 584.61 feet to a calculated point;
- 3) North 00°08'52" East, a distance of 399.29 feet to a calculated point;

Said SW/4 of SW/4 containing 1,320.37 linear feet or 80.02 rods, and containing 0.61 acres of land, more or less.

( NW/4 OF SW/4)

THENCE, over and across the northwest quarter of the southwest quarter of said Section 02, the following two (2) courses and distances:

- 1) North 00°08'52" East, a distance of 917.68 feet to a calculated point;
- 2) North 00°06'46" West, a distance of 402.69 feet to a calculated point;

Said NW/4 OF SW/4 containing 1,320.37 linear feet or 80.02 rods and containing 0.61 acres of land, more or less.

( SW/4 OF NW/4)

THENCE, over and across the southwest quarter of the northwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°06'46" West, a distance of 678.43 feet to a calculated point;
- 2) North 00°15'37" East, a distance of 403.81 feet to a calculated point;
- 3) North 01°20'38" East, a distance of 238.16 feet to a calculated point;

Said SW/4 OF NW/4 containing 1,320.40 linear feet or 80.02 rods, and 0.61 acres of land, more or less.

(LOT 4)

THENCE, over and across Lot 4 of said Section 02, the following four (4) courses and distances:

- 1) North 01°20'38" East, a distance of 50.24 feet to a calculated point;
- 2) North 00°16'15" West, a distance of 657.20 feet to a calculated point;
- 3) North 00°16'57" East, a distance of 206.96 feet to a calculated point;
- 4) North 00°50'55" East, a distance of 345.51 feet to the POINT OF TERMINUS in the north line of said Section 02, from which a GLO brass cap found at the northwest corner of said Section 02 bears, South 89°37'43" West, a distance of 78.06 feet.

Said Lot 4 containing 1259.91 linear feet or 76.36 rods, and containing 0.58 acres of land, more or less.

Total easement description containing 5,221.05 linear feet or 316.42 rods, and containing 2.41 acres of land, more or less.

**PART C:**

**Description of SunZia NMSLO Wind Leases, NMSLO Turbine Overleased Land  
and NMSLO Non-Turbine Overleased Land**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-0108) dated October 21, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC), evidenced of record by that certain Memorandum of Business Lease filed of record on October 31, 2022, as Document No. 2223213, in Book 352, Page 3164, in the records of Torrance County, New Mexico.

**NMSLO Turbine Overleased Land:**

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 13: Lots 1-4, E2

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 18: W2

**NMSLO Non-Turbine Overleased Land:**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 16: E2E2

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 1: Lot 1

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 12: E2E2

Section 13: E2E2

Section 24: E2E2

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-106) dated June 27, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, evidenced of record by that certain Memorandum of Business Lease filed of record on July 12, 2022, as Document No. 2222173, in Book 351, Page 3762; as assigned to SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC) by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October



24, 2022, as Document No.2223163, in Book 352, Page 2981; as partially released by that certain Partial Relinquishment, Release, and Quitclaim Deed dated January 31, 2023, filed of record on March 23, 2023, as Document No. 2230758, in Book 354, Page 2028; all in the records of Torrance County, New Mexico.

**NMSLO Non-Turbine Overleased Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Lot 1, E2SE4

Township 9 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Portion of Lot 1, E2SE4  
Section 12: E2E2  
Section 13: E2E2  
Section 24: E2E2  
Section 25: E2E2  
Section 36: E2E2

Township 9 North, Range 12 East, N.M.P.M., Torrance County, New Mexico  
Section 6: Lots 4 and 5

**EXHIBIT C**  
**TO MUTUAL NON-DISTURBANCE, COORDINATION**  
**AND COOPERATION AGREEMENT**

**Form of Memorandum**

*[See attached]*

**Recording Requested by and  
When Recorded Return To:**

SunZia Wind North LLC  
888 Westheimer Road, Suite 350  
Houston, Texas 77006  
Attn: Real Estate Legal Department

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**MEMORANDUM OF CONSENT AND CROSSING AGREEMENT**

(SunZia Wind North Project)

THIS MEMORANDUM OF CONSENT AND CROSSING AGREEMENT (this "**Memorandum**") is made and executed to be effective as of October 31, 2023 (the "**Effective Date**"), by and among **SUNZIA WIND NORTH LLC**, a Delaware limited liability company (formerly named El Corazon Wind LLC), whose address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel, on behalf of itself and its respective successors and assigns ("**SunZia**"), **EL CABO WIND LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns ("**El Cabo**"), **LA JOYA WIND, LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns ("**La Joya**") and **PACIFIC WIND DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns ("**Pacific Wind**"). SunZia, Pacific Wind, El Cabo and La Joya are sometimes each referred to herein as a "**Party**" and collectively as the "**Parties**." In addition, Pacific Wind, El Cabo and La Joya are sometimes referred to herein collectively as the "**Affiliate Parties**" and individually as an "**Affiliate Party**".

**PRELIMINARY STATEMENTS:**

A. SunZia, the Affiliate Parties and (solely as to its interest described in Paragraph C below) Torrance County, New Mexico ("**County**") are parties to that certain unrecorded Consent and Crossing Agreement dated of even date herewith for the purposes described therein (the "**Agreement**") and SunZia and the Affiliate Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and certain of SunZia's and the Affiliate Parties' respective rights and obligations thereunder. Capitalized terms used and not defined herein shall have the meaning given the same in the Agreement.

B. El Cabo is the lessee pursuant to those certain lease agreements (collectively, the "**El Cabo Wind Leases**") set forth on the attached **Exhibit A**, which El Cabo Wind Leases cover all that certain real property in Torrance County in the State of New Mexico described on **Exhibit A** ("**El Cabo Lands**") and grant to El Cabo rights, certain of which are exclusive, to construct and operate wind energy facilities, including but not limited to wind turbine generators, and facilities for the collection and transmission of electrical energy. El Cabo has constructed and is operating on such El Cabo Lands a 298-MW wind energy project (the "**El Cabo Project**") consisting of, among other

improvements, turbine generators, substations and switching stations, facilities for the collection and transmission of electrical energy and access roads (collectively, "**El Cabo Facilities**").

C. Solely in connection with that certain Indenture dated as of December 17, 2015 by and among County, as Issuer, El Cabo Wind Holdings, LLC, as Purchaser, El Cabo, as Company, and BOKF, NA, as Depository, securing certain Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2015 in the maximum principal amount of \$575,000,000, Torrance County, New Mexico holds an interest in the El Cabo Wind Leases, the El Cabo Project, and the El Cabo Facilities.

D. La Joya, an Affiliate of El Cabo, has constructed and is operating two wind energy projects (the "**La Joya Projects**") in the vicinity of the El Cabo Project, which La Joya Projects include, on El Cabo Lands, transmission lines, access roads and the use of El Cabo's existing transmission line (to the extent located on El Cabo Lands, the "**La Joya Facilities**") pursuant to the terms of those easements and undivided interests in certain Wind Leases described on **Exhibit A** (collectively, "**La Joya Easements**") encumbering the land described in **Exhibit A** (the "**La Joya Lands**"). All of the electricity generated by the La Joya Projects is carried from the Torrance Substation depicted on Exhibit B-1 attached to the Agreement to the point of interconnection using the El Cabo transmission line. The construction, operation, maintenance and use of such La Joya Facilities requires La Joya to access and use portions of the El Cabo Lands.

E. Pacific Wind, an Affiliate of El Cabo and La Joya, is the lessee of undeveloped land ("**Pacific Wind Land**") in the vicinity of the El Cabo Project and the La Joya Projects, pursuant to those leases described on **Exhibit A** (collectively, the "**Pacific Wind Leases**").

F. SunZia is developing a wind energy project (the "**SunZia North Wind Project**"), including an electrical transmission gen-tie line, electrical collection lines and access roads to be used for said project, in Torrance County, New Mexico. Portions of the SunZia North Wind Project will be located within El Cabo Lands and Pacific Wind Land (only to the extent said project is located within such El Cabo Lands and Pacific Wind Land, the "**SunZia Project**"), and, in connection with the SunZia Project, SunZia is the lessee under the SunZia NMSLO Wind Leases (as defined below) and the grantee under certain easement agreements (collectively, the "**SunZia Easement Agreements**"), all as described in **Exhibit B**, which SunZia Easement Agreements grant to SunZia the right to construct, install, operate and maintain, as applicable, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads (as each such term is defined below).

G. In connection with the SunZia Project, SunZia has entered into certain leases with the New Mexico Commissioner of Public Lands as described in **Exhibit B (Part C)** (collectively, the "**SunZia NMSLO Wind Leases**"), pursuant to which SunZia leases certain portions of the El Cabo Lands and the Pacific Wind Land for the purposes of SunZia evaluating wind resources and developing, constructing, operating, using, maintaining, repairing, repowering, restoring and removing the SunZia Wind Facilities (as depicted on Exhibit B-1 to the Agreement), and collecting, distributing, transmitting and delivering electrical energy during the operation of the SunZia Project (collectively, the "**Wind Permitted Uses**"), such portions being described on **Exhibit B** as the "**NMSLO Turbine Overleased Land**" or the "**NMSLO Non-Turbine Overleased Land**" and depicted on **Exhibit B-1** to the Agreement. The NMSLO Turbine Overleased Land and the NMSLO Non-Turbine Overleased Land are sometimes referred to herein collectively as the "**NMSLO Overleased Land**".

H. The SunZia Project's wind facilities to be located within the NMSLO Overleased Land may or will include wind turbines, transmission and distribution lines, collection and communications lines, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment, including a line or lines of towers with wires and cables, underground wires and cables for the collection and/or transmission of electrical energy or for communication purposes, and all necessary and proper foundations, footings, crossarms, above-ground junction boxes and splice boxes and other appliances and fixtures for use in connection with the towers, wires and cables on, along and in the NMSLO Overleased Land, together with the appropriate roads that are constructed, installed, or placed in the NMSLO Overleased Land by SunZia (collectively, the "**SunZia Wind Facilities**"). SunZia does not have any right to construct and operate wind turbines on any SunZia Land (as defined below) in which one or more of the Affiliate Parties has an interest other than the NMSLO Turbine Overleased Land.

I. The SunZia Project's electrical transmission gen-tie line (the "**SunZia Gen-Tie Line**") and related structures and improvements are to be located within portions of the El Cabo Lands and the Pacific Wind Land and in the general vicinity of the La Joya Projects, said portions of land being two hundred fifty feet (250') wide and more particularly described on **Exhibit B (Part A)** (collectively, the "**SunZia Gen-Tie Lands**"), pursuant to the SunZia Easement Agreements listed on **Exhibit B (Part A)** as, collectively, the "**SunZia Gen-Tie Easements**". Within the SunZia Gen-Tie Lands, the SunZia Gen-Tie Easements permit, and SunZia will be installing, constructing and operating, one or more overhead or underground electrical transmission gen-tie lines (consisting of a variable number of conductors, overhead and underground wires, communication cables, insulators and other appurtenances, facilities and devices) for the transmission and/or distribution of electrical energy, and for communication purposes associated therewith, consisting of structures, foundations, anchors, guys, crossarms and necessary fixtures and wires and cables attached thereto, and all structures and equipment necessary or convenient in connection therewith, and access roads (collectively, the "**SunZia Gen-Tie Facilities**"), together with the right to erect, construct, reconstruct, maintain, operate, inspect, patrol, repair, replace and improve thereon the SunZia Gen-Tie Facilities (collectively, the "**Gen-Tie Permitted Uses**"). Notwithstanding the preceding, certain pulling and tensioning areas for the SunZia Gen-Tie Line are to be located outside of the two hundred fifty foot (250') corridor as shown in the maps included in Exhibit C to the Agreement (collectively, the "**PT Sites**"). The PT Sites outside said corridor that are shown in Exhibit C to the Agreement are to be deemed to be SunZia Gen-Tie Lands, notwithstanding the fact that they are outside of said corridor.

J. SunZia has also obtained from fee landowners certain collection line easements described on **Exhibit B (Part A)** (collectively, the "**SunZia Collection Easements**"), all of which have been granted as separate easements by certain of the SunZia Easement Agreements that also grant the SunZia Gen-Tie Easements, over and/or under the land described on said **Exhibit B (Part A)** as, collectively, the "**SunZia Collection Lands**", pursuant to which SunZia may construct, install, operate and maintain overhead and underground electrical energy collections lines and related structures and improvements (collectively, the "**SunZia Collection Facilities**") within the SunZia Collection Lands (collectively, the "**Collection Permitted Uses**").

K. SunZia has also obtained from fee landowners certain access easements described on **Exhibit B (Parts A and B)** (collectively, the "**SunZia Access Easements**"), all of which have been granted as separate easements by (i) certain of the SunZia Easement Agreements that also grant the

SunZia Gen-Tie Easements or (ii) those certain SunZia Easement Agreements that grant access easements only, over the land described in **Exhibit B (Parts A and B)** as, collectively, the “**SunZia Access Lands**”), pursuant to which SunZia may construct, install, use, operate and maintain new access roads and related improvements (collectively, the “**SunZia New Access Roads**”), all of which are depicted on **Exhibit D** and some of the maps included in **Exhibit C**, which consists of multiple pages within the SunZia Access Lands (collectively, the “**Access Permitted Uses**”).

L. For purposes of this Agreement, the SunZia Project consists of the SunZia Wind Facilities, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads, and the term “**SunZia Facilities**”, when used in this Agreement, shall mean, collectively, all of the foregoing. As used herein, (i) the term “**SunZia Easements**” shall mean, collectively, the SunZia Gen-Tie Easements, the SunZia Collection Easements and the SunZia Access Easements, (ii) the term “**SunZia Lands**” shall mean, collectively, the NMSLO Overleased Land, the SunZia Gen-Tie Lands, the SunZia Collection Lands and the SunZia Access lands, all of which SunZia Lands are subject to senior rights and interests of one or more of the Affiliate Parties and (iii) the term “**Permitted Uses**” shall mean, collectively, the Wind Permitted Uses, the Gen-Tie Permitted Uses, the Collection Permitted Uses and the Access Permitted Uses.

M. SunZia wished to obtain the consent of each of the Affiliate Parties and County to: (i) cross on, over, under, through and across certain El Cabo Lands and Pacific Wind Land, and cross certain El Cabo Facilities and certain La Joya Facilities; (ii) the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B**; (iii) the installation and use of the SunZia Wind Facilities located on the NMSLO Turbine Overleased Land, the non-turbine SunZia Wind Facilities on the NMSLO Non-Turbine Overleased Land, the SunZia Gen-Tie Facilities on the SunZia Gen-Tie Lands, the SunZia Collection Facilities on the SunZia Collection Lands and the SunZia New Access Roads on the SunZia Access Lands, all as depicted in Exhibit C to the Agreement (collectively, the “**Allowable Facilities**”); and (iv) share the use of those certain portions of the El Cabo and La Joya access roads located on El Cabo Lands depicted as shared roads on Exhibit D to the Agreement (collectively, the “**El Cabo Shared Roads**”).

N. Each of the Affiliate Parties and County, having reviewed SunZia’s design plans for the Allowable Facilities, pursuant to Section 1 of the Agreement, and in consideration of the execution and delivery by SunZia of that certain Mutual Non-disturbance, Coordination and Cooperation Agreement of even date herewith, has, in the Agreement, consented to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B** and SunZia’s proposed Allowable Facilities on, under, over and across the SunZia Lands, including SunZia’s proposed road and utility crossings, depicted on Exhibit B-1 to the Agreement, the maps included in Exhibit C to the Agreement, the new roads depicted on Exhibit D to the Agreement and the maps included in Exhibit C to the Agreement, in each case subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to and wish to provide constructive notice of the following matters:



## AGREEMENTS

### 1. Grant of Consents.

(a) Consent to Construction and Operation of Allowable Facilities. In the Agreement, (i) El Cabo, on its own behalf as a party to the El Cabo Wind Leases and on behalf of each of El Cabo's respective successors and assigns, including successor owners of the El Cabo Wind Leases; (ii) La Joya, on its own behalf as a party to the La Joya and on behalf of each of La Joya's respective successors and assigns, including successor owners of the La Joya Easements; and (iii) Pacific Wind, on its own behalf as a party to the Pacific Wind Leases and on behalf of each of Pacific Wind's respective successors and assigns, including successor owners of the Pacific Wind Leases, agreed to and acknowledged, respectively, SunZia's proposed Allowable Facilities and the Permitted Uses on the applicable SunZia Lands, subject to certain other terms and conditions set forth in the Agreement. Notwithstanding any exclusive right of (A) Pacific Wind's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the Pacific Wind Land, (B) El Cabo's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands and (C) La Joya's to construct, operate and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands pursuant to the La Joya Easements, the Affiliate Parties and County, in the Agreement, consented to and approved (1) the construction, operation, repair and maintenance of SunZia's proposed Allowable Facilities, the Permitted Uses on the applicable SunZia Lands and the shared use of the El Cabo Shared Roads; and (2) SunZia's proposed road and utility crossings as expressly identified and approved in the SZW Final Design Plans. Nothing in such consents and approvals in the Agreement shall be deemed a waiver of any right or interest of Pacific Wind under the Pacific Wind Leases, El Cabo or County under the El Cabo Wind Leases or La Joya under the La Joya Easements or be deemed consent or approval by the Affiliate Parties or County of use or activities by SunZia on any portion of the El Cabo Lands or Pacific Wind Land other than the proposed Allowable Facilities and Permitted Uses on applicable portions of the SunZia Lands.

(b) Consent to Landowner Agreements. In the Agreement, the Affiliate Parties and County consented to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B** attached hereto. From and after the Effective Date, before entering into any other real property agreement pertaining to any portion of the El Cabo Lands, the Pacific Wind Land or the La Joya Lands, the El Cabo Wind Leases, the La Joya Easements or the Pacific Wind Leases set out on **Exhibit A**, or any other real property located in Torrance County, New Mexico under site control at such time by any of the Affiliate Parties, SunZia shall obtain the prior written consent of the applicable Affiliate Party, and County in each applicable case, which consent may not be unreasonably withheld, conditioned or delayed if any such agreement could not reasonably be expected to have a material adverse impact on any of the El Cabo Project, the La Joya Projects, the exclusive rights granted to El Cabo under the El Cabo Wind Leases, the rights granted to La Joya under the La Joya Easements or any other site control agreement then in existence and held by La Joya in connection with the La Joya Projects, the rights granted to Pacific Winds under the Pacific Wind Leases or any other site control agreement then in existence and held by Pacific Wind, or access to or use of any El Cabo Facilities, La Joya Facilities, La Joya Projects or any facilities constructed by Pacific Wind in the future, respectively.

(c) Consent to Use of Shared El Cabo Roads. In the Agreement, the Affiliate Parties consented to use by SunZia and its employees, agents and contractors of the El Cabo Shared Roads approved by the Parties as depicted on **Exhibit D** attached to the Agreement on the terms and conditions set forth in the Agreement. The El Cabo Shared Roads may be used by SunZia only for the construction, operation and maintenance of the SunZia Facilities located within the SunZia Lands and not in connection with any SunZia facilities located outside of the SunZia Lands.

2. Restrictive Covenants. In the Agreement, each of the Affiliate Parties agreed that it will not construct any new wind turbine within two hundred (200) meters of any SunZia Gen-Tie Lines, if such wind turbine could reasonably be expected to have a material adverse impact on any of the SunZia Facilities, SunZia's activities on the SunZia Lands or access to or use of same, the SunZia Easements, the Permitted Uses or any of the rights granted under the SunZia NMSLO Wind Leases or the SunZia Easement Agreements, all of the foregoing restrictions on the Affiliate Parties being applicable to SunZia's energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If any Affiliate Party or any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by SunZia or any of SunZia's Affiliates, such Affiliate Party and/or its relevant Affiliates shall enter into a build-out agreement with SunZia or its relevant Affiliate that makes SunZia or its relevant Affiliate economically-whole in the event of any wind or transmission interference with its/their projects. In the Agreement, SunZia agreed that it will not construct any new wind turbines within two hundred (200) meters of any gen-tie line owned by any of the Affiliate Parties, or any of their successors or assigns, if such wind turbine could reasonably be expected to have a material adverse impact on any energy facilities owned by any of them or any successor or assign of any of them, the El Cabo Project, the La Joya Projects, any rights under any site control agreement then in existence and held by any of the Affiliate Parties or any of their successors or assigns, any activities on any land subject to a lease or easement then in existence in favor of any of the Affiliate Parties or one of their successors or assigns or access to or use of same, all of the foregoing restrictions on SunZia being applicable to any Affiliate Party's or its successors' or assigns' energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If SunZia or any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by any of the Affiliate Parties or any of their Affiliates, SunZia shall enter into a build-out agreement that makes such Affiliate Party and/or its relevant Affiliates economically-whole in the event of any wind or transmission interference with its/their projects. Any other construction or repowering of existing wind turbines on the El Cabo Lands or La Joya Lands shall be at the sole and absolute discretion of El Cabo and La Joya, respectively.

3. Term. Unless earlier terminated pursuant to the Agreement, the term of the Agreement (the "**Term**") commenced on the Effective Date and shall continue until the earlier to occur of (i) the date the El Cabo Wind Leases, La Joya Easements and Pacific Wind Leases have terminated and all El Cabo Facilities, La Joya Facilities and any facilities of an Affiliate of Pacific Wind have been removed from El Cabo Lands and Pacific Wind Land (but in no event shall the Term continue beyond eighteen (18) months following the termination of such leases and easements), or (ii) the date the SunZia Facilities have been removed from the SunZia Lands

4. Force and Effect. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not

supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

5. Binding on Successors and Assigns. This Memorandum will be binding and enforceable against and by all of the Parties executing the same. All of the terms and provisions of this Memorandum shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Each of the Parties hereto shall be bound by the Agreement, and the Agreement shall be enforceable against and by each such Party. Any sale or other conveyance or transfer of the real property interests subject to the Agreement and this Memorandum, and the transferees, heirs, successors and assigns of any party to whom or which any such sale or other conveyance or transfer is made, shall be subject to this Memorandum and the Agreement.

6. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in the Agreement touch and concern the real estate described in the Agreement and are expressly intended to, and shall be, covenants running with the land and shall be binding and a burden upon the El Cabo Lands, Pacific Wind Land, SunZia Lands, and each Party's present or future estate or interest therein and upon each of the Parties, their respective successors and assigns as holders of an estate or interest in the El Cabo Lands, Pacific Wind Land and the SunZia Lands (including, without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure). To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross.

7. Counterparts. This Memorandum may be executed simultaneously or in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Memorandum.

*[Signatures and Acknowledgments on the following pages]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the dates of the respective acknowledgements below, to be effective as of the date first written above.


**SUNZIA WIND NORTH LLC**

By:   
Name: Blake Rasmussen  
Title: Authorized Signatory

STATE OF                   §  
                                  §  
COUNTY OF           §

This instrument was acknowledged before me on the 31 day of October, 2023 by Blake Rasmussen as Authorized Signatory of SunZia Wind North LLC, a Delaware limited liability company, in the capacity therein stated and as the act and deed of said limited liability company.



  
Notary Public in and for the State of Texas  
My Commission Expires: 12/8/26  
Commission No.: 134096645

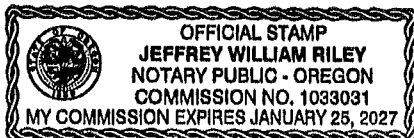
EL CABO WIND LLC

By: Carrie Tracy  
Name: Carrie Tracy  
Title: Authorized Representative

By: Stephanie La Pier  
Name: Stephanie La Pier  
Title: Authorized Representative

STATE OF §  
COUNTY OF §

This instrument was acknowledged before me on the 31st day of October, 2023 by Carrie Tracy and Stephanie La Pier as Authorized Representatives of El Cabo Wind LLC, a Delaware limited liability company, in the capacity therein stated and as the act and deed of said limited liability company.



Jeffrey Riley  
Notary Public in and for the State of Oregon  
My Commission Expires: January 25th, 2027  
Commission No.: 1033031

LA JOYA WIND LLC

By: Carrie Tracy  
Name: Carrie Tracy  
Title: Authorized Representative

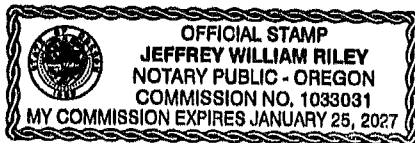
WGA  
an

By: Stephanie La Pier  
Name: Stephanie La Pier  
Title: Authorized Representative

STATE OF  
COUNTY OF

§  
§  
§

This instrument was acknowledged before me on the 31st day of October, 2023, by  
Carrie Tracy and Stephanie La Pier  
as Authorized Representatives of La Joya Wind, LLC, a Delaware limited liability company, in the  
capacity therein stated and as the act and deed of said limited liability company.



Jeffrey Riley

Notary Public in and for the State of Oregon  
My Commission Expires: January 25th, 2027  
Commission No.: 1033031



PACIFIC WIND DEVELOPMENT LLC

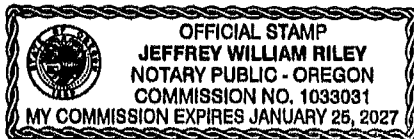
By: Carrie Tracy  
Name: Carrie Tracy  
Title: Authorized Representative

BOAZ  
m

By: Stephanie La Pier  
Name: Stephanie La Pier  
Title: Authorized Representative

STATE OF §  
§  
COUNTY OF §

This instrument was acknowledged before me on the 31st day of October, 2023, by  
Carrie Tracy and Stephanie La Pier  
as Authorized Representatives of Pacific Wind Development Wind LLC, a Delaware limited liability  
company, in the capacity therein stated and as the act and deed of said limited liability company.



Jeffrey Riley  
Notary Public in and for the State of Oregon  
My Commission Expires: January 25th, 2027  
Commission No.: 1033031

**EXHIBIT A**  
**TO**  
**MEMORANDUM OF CONSENT AND CROSSING AGREEMENT**

**Description of El Cabo Leases, El Cabo Lands, La Joya Easements on El Cabo Lands,**  
**Pacific Wind Leases and Pacific Wind Land**

**EL CABO LEASES AND EL CABO LAND**

**Parcel 1**

**Fee Owner(s): Ansley, Donald G. and Carol R.**

Wind Energy Lease Agreement dated October 10, 2013, between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2133410, in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, a Delaware limited liability company, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind, LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.**

Section 25      East Half of the East Half (E1/2E1/2)

Section 36      East Half of the East Half (E1/2E1/2)

**Parcel 2**

**Fee Owner(s): Dan L. Beck and Darline J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012**

Windfarm Development Lease made and entered into on July 20, 2008 by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on December 8, 2008 as Document No. 2084583 in Book 318, Page 2156, as amended by First Amendment to Windfarm Development Lease by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, dated June 18, 2010 and recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102358 in Book 323, Page 380, as assigned by Berrendo Wind Energy, LLC, a Colorado limited liability company, to Pacific Wind Development LLC pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103208 in Book 323, Page 2498, as amended and restated by the Amended and Restated Windfarm Development Lease dated December 5, 2012 between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, Lessor, and Pacific Wind Development LLC, Lessee, a

Memorandum of which was filed for record on February 4, 2013 as document number 2130243, and recorded in Book 328, Page 545, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153280, and recorded in Book 333, Page 3973, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017, by and between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172256 in Book 337, Page 1410, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12), EAST, N.M.P.M.  
Section 33 Northwest Quarter (NW1/4)

**Parcel 3**

**Fee Owner(s): Harral, Leland C. and Mary Susan, as to an undivided ½ interest, and Malcolm C. Harral and Loretta Fay Harral, Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided ½ interest**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein)<sup>2</sup> and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest (as to Parcel 4, as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein); Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein) and Leland C. Harral and Mary Susan Harral, as to an undivided one-half (1/2) interest, and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest, (as to Parcel 4, as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New

Mexico, El Cabo Wind LLC, and Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest) and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest) dated and effective July 31, 2017, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 17	Lots 3, 6 and 7
Section 18	Lots 1, 2, 5, West Half of the Northeast Quarter (W1/2NE1/4), Southeast Quarter (SE1/4)
Section 20	Lots 5 through 8, inclusive, Southwest Quarter of the Southwest Quarter (SW1/4SW1/4)
Section 27	East Half (E1/2), Southwest Quarter (SW1/4)
Section 28	All
Section 29	Lot 1, North Half Northeast Quarter (N1/2NE1/4)
Section 33	North Half (N1/2)
Section 34	North Half (N1/2)

**Parcel 4**

**Fee Owner(s): Harral, Inc., a New Mexico corporation**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance

County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No.2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 4	East Half of East Half (E½E½)
Section 9	East Half of East Half (E½E½)
Section 20	ALL
Section 21	ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 20	East Half (E½), Lots 1, 2, 3 and 4
Section 21	ALL
Section 22	ALL
Section 23	ALL
Section 24	South Half South Half (S½S½)
Section 25	ALL
Section 26	ALL
Section 27	Northwest Quarter (NW¼)
Section 33	South Half (S½)
Section 35	North Half (N½)

TOWNSHIP SEVEN (7) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19	Lot 4
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LESS AND EXCEPT the following described property:

Beginning at a point on the south line of said lot at a distance of 470 feet east of the southwest corner of said lot and running thence east along the south line of said lot 415 feet, thence north in accordance with the U.S. Survey thereto a distance of 208 feet, thence west parallel to the south line of said lot a distance of 415 feet, thence south parallel to the survey line a distance of 208 feet to the point of beginning.

Section 29	North Half (N½)
Section 30	ALL
Section 31	ALL

LESS AND EXCEPT the following described property:

A certain tract of land located within Section 29 and Section 30, Township 7 North, Range 13 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 28, 2010 in Book 322, Page 4404 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the southwesterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped "T7N R13E S36 S31 S1 S6 T6N 1919" bears, S 28°29'38" W a distance of 7718.24 feet;  
THENCE N 00°00'00" E a distance of 2260.00 feet;  
THENCE N 90°00'00" E a distance of 2760.00 feet;  
THENCE S 00°00'00" E a distance of 2260.00 feet;  
THENCE S 90°00'00" W a distance of 2760.00 feet to the POINT OF BEGINNING.

This tract contains 143.20 acres, more or less.

**Parcel 5**

**Fee Owner(s): Harvey, Norma Sue G.**

Windfarm Development Lease dated June 3, 2008 between Norma Sue Harvey a/k/a Sue Harvey and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on January 20, 2009, as Document No. 2090209 in Book 319, Page 460, as assigned pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 00210320 in Book 323, Page 2512, as amended and restated under the Amended and Restated Windfarm Development Lease dated May 31, 2012 between Norma Sue Harvey a/k/a Sue Harvey, a single person, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on October 15, 2012, as document number 2122752, and recorded in Book 327, Page 3025, and as document number 2122753, and recorded in Book 327, Page 3032, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153279, and recorded in Book 333, Page 3967, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Norma Sue G. Harvey dated and effective July 31, 2017, a memorandum of which was recorded in the Records on August 17, 2017 as Document No. 2172268 in Book 337, Page 1524, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 5	All
Section 6	South Half of the Southeast Quarter (S1/2SE1/4), Lots 3, 12, 13 and 22, and the East Half (E1/2) of Lots 4, 11, 14 and 21
Section 7	That portion of Lots 1 and 2 North of Highway 60
Section 8	Northeast Quarter (NE1/4) North of Highway 60

LESS AND EXCEPT to following described property:

The approximately 2.3-acre portion in the West Half of the Northeast Quarter (W1/2NE1/4) described in Warranty Deed dated November 12, 1970, recorded in the real property records of Torrance County, New Mexico on December 16, 1970 in Book 187, Page 538, as Document No. 20591,

AND

That portion leased to Plateau Telecommunications as set forth in that Notice of Lease recorded in the Torrance County, New Mexico records on February 22, 2008, in Book 316, Page 1661, as Document No. 2080629.

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 28	ALL
Section 29	ALL



**Parcel 6****Fee Owner(s): Howling Wind Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated August 3, 2012, between the Trustees of the Lamar B. Cravens and Virgie Miree Cravens Family Trust, as Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2123356, in Book 327, Page 4583, records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153284, and recorded in Book 333, Page 3997, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and El Cabo Wind LLC, dated November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173290 in Book 337, Page 4563.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 3	All
Section 4	All
Section 9	All, less 24 acres for Highway
Section 10	All, less 24 acres for Highway

**TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 2	ALL
Section 10	ALL
Section 11	ALL
Section 14	ALL
Section 15	ALL
Section 22	ALL
Section 23	East Half (E½)
Section 26	ALL
Section 27	ALL
Section 33	South Half (S½)
Section 34	ALL, less the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4NW1/4)
Section 35	ALL

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 34	South Half (S1/2)
Section 35	South Half (S1/2)

**Parcel 7****Fee Owner(s): McLaughlin Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated September 14, 2011 between McLaughlin Ranch, LLC, a New Mexico limited liability company, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which

was filed for record on November 7, 2011, as document number 2112978, and recorded in Book 325, Page 2535, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement between Pacific Wind Development LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated April 13, 2012, filed for record on February 16, 2016, as document number 2160332, and recorded in Book 334, Page 1305, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153277, and recorded in Book 333, Page 3954, Records of Torrance County, New Mexico as amended by Second Amendment to Wind Energy Lease Agreement and Amendment to Memorandum of Wind Energy Lease Agreement between El Cabo Wind, LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated February 2, 2016, filed for record on March 21, 2016, as document number 2160652, and recorded in Book 334, Page 2364, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 23 South Half (S1/2) lying North of the Santa Fe Railroad Right-of-Way

TOWNSHIP FIVE (5) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 5 All

Section 7 That portion lying North of US Hwy 60 and that portion lying South of US Highway 60

Section 8 That portion lying North of US Highway 60

Section 18 North Half (N1/2) and North Half of the Southwest Quarter (N1/2SW1/4)

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 25 East Half (E1/2)

TOWNSHIP SIX (6) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19 All

Section 20 West Half (W1/2)

Section 29 West Half (W1/2)

Section 30 ALL

Section 31 ALL

**Parcel 8**

**Fee Owner(s): State of New Mexico**

(known as New Mexico State Land Office Commercial Lease No. EW-0021) dated October 10, 2013, between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico State Land Office, Lessor, to Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on December 10, 2013, as document number 2133411, and filed in Book 329, Page 4107, Records of Torrance County, New Mexico, as assigned by Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153287, and recorded in Book 333, Page 4015, Records of Torrance County, New Mexico, which Assignment was re-executed and recorded pursuant to the Partial Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on February 18, 2016, as document

number 2160375, and recorded in Book 334, Page 1437, Records of Torrance County, New Mexico, as further assigned by Partial Assignment of State Business Lease executed by El Cabo Wind, LLC, a Delaware limited liability company, to Torrance County, New Mexico, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153289, and recorded in Book 333, Page 4040, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico; First Amendment to Lease and Partial Relinquishment of Leased Premises (Business Lease No. EW-0021) between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat 557, ch. 310 and El Cabo Wind LLC, dated January 11, 2018, recorded in the Records of Torrance County, New Mexico on January 29, 2018 as Document No. 002180237 in Book 338, Page 609, and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018, as Document No. 2180469, in Book 338, Page 1220; General Relinquishment, Release and Quitclaim Deed by El Cabo Wind LLC recorded in the Records of Torrance County, New Mexico on January 29, 2018 in Book 338, Page 614 and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018 as Document No. 2180470, in Book 338, Page 1227; Partial Relinquishment, Release, and Quitclaim Deed by Pacific Wind Development LLC recorded in the Records on March 10, 2022 as Document No. 2220760, in Book 350, Page 3076.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2        All  
Section 18       Lots 1, 2, 15 and 16

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 16       East Half East Half (E½E½)  
Section 32       ALL  
Section 36       ALL

TOWNSHIP SEVEN (7) NORTH, RANGE ELEVEN AND ONE-HALF (11 1/2) EAST, N.M.P.M.

Section 1       Lot 1

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 32       Lots 4 and 5, East Half of the Southeast Quarter (E1/2SE1/4)

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1       Lot 1, East Half of the Southeast Quarter (E1/2SE1/4)  
Section 12       East Half of the East Half (E1/2E1/2)  
Section 13       East Half of the East Half (E1/2E1/2)  
Section 24       East Half of the East Half (E1/2E1/2)

TOWNSHIP NINE (9) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1       Portion of Lot 1, the East Half of the Southeast Quarter (E1/2SE1/4), Southeast Quarter of the Northeast Quarter (SE¼NE¼)  
Section 12       East Half of the East Half (E1/2E1/2)  
Section 13       East Half of the East Half (E1/2E1/2)  
Section 24       East Half of the East Half (E1/2E1/2)  
Section 25       East Half of the East Half (E1/2E1/2)  
Section 36       East Half of the East Half (E1/2E1/2)

**Parcel 9**

**Fee Owner(s): Prather, Delma E., Trustee of the Delma E. Prather Revocable Trust**

Windfarm Development Lease dated January 13, 2010, by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on April 27, 2010, in Book 322, Page 2758, as Document No. 2101309, as assigned pursuant to that Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded on October 14, 2010 in Book 323, Page 2534, as Document No. 2103213, as amended by Amended and Restated Windfarm Development Lease dated September 28, 2012, from Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on December 6, 2012, as document number 2123357, and recorded in Book 327, Page 4590, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153286, and recorded in Book 333, Page 4009, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172257 in Book 337, Page 1424, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 1	All
Section 11	All
Section 12	All
Section 13	All
Section 14	All
Section 15	South Half (S1/2)
Section 22	All
Section 27	All, LESS AND EXCEPT the following described property:

A certain tract of land located within Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 17, 1996 in Book 274, Page 1238 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the northeasterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped, "S22 1/4 S27 1913" bears N 06°52'56" W a distance of 1910.22 feet;  
THENCE S 40°13'14" E a distance of 551.25 feet;  
THENCE N 56°29'01" E a distance of 315.92 feet;  
THENCE S 42°49'05" E a distance of 552.50 feet;  
THENCE S 51°23'48" W a distance of 670.70 feet;  
THENCE S 69°19'11" W a distance of 111.83 feet;  
THENCE N 34°53'26" W a distance of 1069.68 feet;

THENCE N 51°41'13" E a distance of 339.20 feet to the POINT OF BEGINNING. This tract contains 13.8243 acres, more or less.

AND

The A.T. & S.F. Railway Right-of-way within Section 27, T5N, R12E, N.M.P.M.,

AND

Tract "A", situate within the NE1/4 of Section 27, T5N, R12E, N.M.P.M., as the same is shown on Plat entitled "Lands of Estate of Armond de Jong", filed for record on August 11, 2010 as document number 2102538, in Cabinet "F", Slide 195, Plat Records of Torrance County, New Mexico.

#### **Parcel 10**

##### **Fee Owner(s): Wetterman, Tom and Jeanne**

Windfarm Development Lease dated October 16, 2007, by and between Tom Wetterman and Jeanne Wetterman, husband and wife, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on July 20, 2009 as Document No. 2092361 in Book 320, Page 862, as amended by First Amendment to Windfarm Development Lease dated June 24, 2010, recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102359 in Book 323, Page 385; Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103214 in Book 323, Page 2541, as amended by the Amended and Restated Windfarm Development Lease dated May 15, 2012 from Tom Wetterman and Jeanne Wetterman, husband and wife, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on June 18, 2012, as document number 2121619, and recorded in Book 326, Page 3964, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015 as document number 2153285, and recorded in Book 333, Page 4003, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Tom Wetterman and Jeanne Wetterman, husband and wife, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172259 in Book 337, Page 1446, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

#### **TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 7	Lot 1, E1/2 of Lot 2 lying S of US Hwy 60, E1/2 of Lots 9, 11, and 20 and all of Lot 10
Section 8	Southeast Quarter (SE1/4) and Northeast Quarter (NE1/4) lying South of US Highway 60
Section 17	All
Section 18	All, Less & Except Lots 1, 2, 15 and 16
Section 19	East Half (E1/2), Lots 1 through 5, inclusive, Lots 7 through 14, inclusive, Lots 18 through 20, inclusive, and Lots 6, 15, 16 and 17 lying East of ATSF
Section 20	All

#### **Parcel 11**

##### **Fee Owner(s): Wrye, William H. and Joy K**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye,

husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which was recorded on August 17, 2017 in the Records of Torrance County, New Mexico as Document No. 2172258 in Book 337, Page 1432, Records of Torrance County, New Mexico, amended by that certain Amendment and Partial Assignment and Assumption Agreement by and among William H. Wrye, Jr. and Joy K. Wrye, husband and wife, El Cabo Wind LLC, Torrance County, and Pacific Wind Development LLC, dated and effective March 25, 2022, a memorandum of which was recorded in the Records on April 6, 2022 as Document No. 2221078 in Book 350, Page 4463.

Property located in Torrance County, New Mexico, as Follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 6        Lots 7, 8, 11, and 12 and SE $\frac{1}{4}$  SW $\frac{1}{4}$

Section 7        Lots 9 and 12, W  $\frac{1}{2}$  of Lot 8 and E $\frac{1}{2}$  W $\frac{1}{2}$

**Parcel 12**

**Fee Owner(s): Zamora, Robert J. and Nora R.**

Wind Energy Lease Agreement dated March 11, 2011, between Robert J. Zamora and Nora R. Zamora, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on March 31, 2011 as document number 2110852, in Book 324, Page 1724, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement dated August 22, 2012, filed for record on December 26, 2012 as document number 2123524, in Book 327, Page 4964, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153283, and recorded in Book 333, Page 3991, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

The East Half (E1/2) of Section Seven (7) and the West Half (W1/2) of Section Eight (8), Township Five (5) North, Range Twelve (12) East, N.M.P.M., as the same is shown and designated on the that certain Plat prepared by Todd P. Wagener, N.M.R.P.S. No. 9242, on May 1, 1995, filed for record on May 15, 1995, as document number 10431, and filed in Cabinet C, Slide 158, Plat Records of Torrance County, New Mexico.

**[EXHIBIT A CONTINUES ON NEXT PAGE]**



**LA JOYA EASEMENTS ON EL CABO LAND:**

**NMSLO**

Partial Assignment and Assumption Agreement (Undivided Percentage Interest) State Business Lease EW-0021, by and between El Cabo Wind LLC, and La Joya Wind, LLC, dated and effective June 23, 2020 and recorded in the Records on June 23, 2020 as Document No. 2201412, in Book 343, Page 663.

**Township 7 North, Range 11.5 East, NMPM, Torrance County, New Mexico**

Section 1: Lot 1 - A corridor 200' wide along the eastern section line

**Township 8 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

**Township 9 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

Section 25: E½E½ - A corridor 200' wide along the eastern section line

Section 36: E½E½ - A corridor 200' wide

**William H. Wrye, Jr. and Joy Kaye Wrye, husband and wife**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on December 10, 2013, as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico, as amended and restated by Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, evidenced by Memorandum of Amended and Restated Wind Energy Lease Agreement filed for record on August 17, 2017, as document number 2172258 and recorded in Book 337, Page 1432, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico and La Joya Wind LLC a Delaware limited liability company, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201199, and recorded in Book 342, Page 4795, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST**

Section 6: LOTS 7, 8 11 AND 12 AND SE1/4SW1/4

Section 7: LOTS 9 AND 12, W1/2 OF LOT 8 AND E1/2W1/2

**Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2nd, 2014**

Wind Energy Lease Agreement by and between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was dated October 10, 2013, filed for record on December 10, 2013, as Document Number 2133410, and recorded in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico, Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico, and La Joya Wind LLC, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201200, and recorded in Book 342, Page 4811, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST

Section 25: EAST 1/2, EAST 1/2

Section 36: EAST 1/2, EAST 1/2

**Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust**

Transmission Easement Agreement dated June 19, 2020 executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC, as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201418, and recorded in Book 343, Page 724, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC (Grantee), and El Cabo Wind (as consenting party), recorded August 23, 2021 as document number 2212533, in Book 348, Page 459, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 1A:NORTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a found monument at the common corner of Sections 1, 2, 11, and 12, said Township and Range;

THENCE South 89°47'52" West, along the north line of said Section 11, a distance of 4,717.05 feet, to the POINT OF BEGINNING;

THENCE South 04°24'12" West, a distance of 2,650.58 feet;

THENCE North 85°12'21" West, a distance of 200.00 feet;

THENCE North 04°24'12" East, a distance of 2,633.26 feet; to a point on the north line of said Section 11;

THENCE North 89°50'34" East, a distance of 200.64 feet; to the POINT OF BEGINNING;

PARCEL 1B:

SOUTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the south line of said Section 11, a distance of 79.14 feet, to the POINT OF BEGINNING;

THENCE North 00°04'13" East, a distance of 1,661.14 feet;

THENCE North 04°24'12" East, a distance of 797.84 feet;

THENCE South 85°12'21" East, a distance of 200 feet;

THENCE South 04°24'12" West, a distance of 788.91 feet;

THENCE South 00°04'13" West, a distance of 1,652.43 feet;

THENCE South 89°44'32" West along said south line, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 2:

Being in the W/2 of W/2 of Section 14, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the north line of said Section 14, a distance of 79.14 feet to the POINT OF BEGINNING;

THENCE North 89°44'32" East, continuing along said north line, a distance of 200.00 feet, to a point for corner;

THENCE South 00°04'13" West, departing said north line, a distance of 4,565.27 feet, to a point for corner;

THENCE South 87°43'38" West, a distance of 271.97 feet, to a point on the west line of said Section 14;

from which monument bears South 00°01'22" East, a distance of 705.99 feet;

THENCE North 00°01'22" West along the west line of the Southwest quarter of said Section 4, a distance of 200.15 feet;

THENCE North 87°43'38" East, a distance of 72.13 feet;

THENCE North 00°04'13" East, a distance of 4,372.14 feet, to a point on the north line of said Section 14 and the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCE ARE GRID DISTANCES.

PARCEL 3:

Being in the SE/4 of Section 15, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with a cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the south line of said Section 15, a distance of 23.18 feet to the POINT OF BEGINNING; THENCE South 89°38'23" West continuing along said south line, a distance of 200.00 feet;

THENCE North 00°10'53" West, a distance of 898.60 feet;

THENCE North 87°43'38" East, a distance of 225.84 feet, to a point on the east line of said Section 15;

THENCE South 00°01'22" East, along the east line of said Section 15, a distance of 200.15 feet;

THENCE South 87°43'38" West, a distance of 25.15 feet;

THENCE South 00°10'53" East, a distance of 705.14 feet, to a point on the south line of said Section 15 and the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 4:

200' WIDE TRANSMISSION LINE CORRIDOR

Being in the E1/2 of E1/2 and the S1/2 of S1/2 of Section 22, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the north line of said Section 22, a distance of 23.18 feet, to the POINT OF BEGINNING; THENCE South 00°10'53" East, a distance of 5,281.46 feet, to a point on the south line of said Section 22;

THENCE South 89°43'17" West, along said south line, a distance of 1,554.97 feet;

THENCE North 01°02'17" West, a distance of 200.02 feet;

THENCE North 89°43'17" East, a distance of 1,357.96 feet;

THENCE North 00°10'53" West, a distance of 5,081.18 feet, to a point on the north line of said Section 22;

THENCE North 89°38'40" East along the north line of said Section 22, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 5A:

NORTH EASEMENT

Being in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 22, 23, 26 and 27, said Township and Range;

THENCE South 89°43'17" West, along the north line of said Section 27, a distance of 1,354.95 feet to the POINT OF BEGINNING;

THENCE South 01°02'17" East, a distance of 2,349.27 feet, across said Section 27;

THENCE South 40°32'19" East, a distance of 128.16 feet, to a point on the north line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;

THENCE South 50°48'28" West, along the north line of said Right-of-Way, a distance of 200.06 feet;

THENCE North 40°32'19" West, a distance of 195.46 feet;

THENCE North 01°02'17" West, a distance of 2,423.73 feet, to a point on the north line of said Section 27;

THENCE North 89°43'17" East, along the north line of said Section 27, a distance of 200.02 feet, to the POINT OF BEGINNING;

PARCEL 5B:

SOUTH EASEMENT

BEING in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 26, 27, 34 and 35, said Township and Range;  
THENCE South 89°41'33" West, along the south line of said Section 27, a distance of 1445.72 feet to the POINT OF BEGINNING;  
THENCE South 89°41'33" West, a distance of 202.47 feet;  
THENCE North 08°38'57" East, a distance of 2575.15 feet, to a point on the south line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;  
THENCE North 50°51'32" East, along the south line of said Right-of-Way, a distance of 219.84 feet;  
THENCE South 40°32'19" East, a distance of 69.10 feet;  
THENCE South 08°38'57" West, a distance of 2661.30 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

**Harral Inc., and Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest, and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest**

Easement Agreement dated June 10, 2020 executed by and between Harral Inc., and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012 (Grantor) and La Joya Wind, LLC, (Grantee) and El Cabo Wind LLC, a Delaware limited liability company (consenting party) as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201417, and recorded in Book 343, Page 702 in and to the following:

PROPERTY LOCATED IN TORRANCE COUNTY, NEW MEXICO, AS FOLLOWS:

PARCEL A:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;  
THENCE South 00°44'47" East, with the the west line of said Section 27, at a distance of 727.63 feet passing the northwest corner of a Transmission bump-out easement, continuing with the west line of said Section 27, a distance of 306.70 feet for a total distance of 1,034.33 feet to the POINT OF BEGINNING;  
THENCE, crossing said Section 27, North 89°27'35" East, a distance of 2,265.26 feet;  
THENCE North 00°45'09" West, a distance of 1,037.97 feet, to the northerly line of said Section 27;  
THENCE North 89°22'04" East, a distance of 100.00 feet;  
THENCE South 00°45'09" East, a distance of 1,138.13 feet;  
THENCE South 89°27'33" West, a distance of 2,365.27 feet;  
THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 100.02 feet to the POINT OF BEGINNING.

PARCEL B:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;  
THENCE South 00°44'47" East, a distance of 727.63 feet;  
THENCE crossing said Section 27 the following courses:  
North 89°27'17" East, a distance 274.02 feet;  
South 00°43'41" East, a distance of 306.72 feet;

South 89°27'35" West, a distance of 273.92 feet;  
THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 306.70 feet, to the  
POINT OF BEGINNING.

PARCEL C:

BEING in Section 33, Township Seven (7) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico (as to the E ½ SE ¼ of said Section 33) and being part of tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, Official Records of Torrance County, New Mexico (as to E ½ NE ¼ of said Section 33) and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southeast corner of said Section 33;  
THENCE North 89°25'46" West, with the south line of said Section 33, a distance of 21.19 feet to a 3-inch brass cap monument found at the common north corner of Sections 3 and 4, Township 6 North, Range 12 East;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 200.00 feet;

THENCE North 0°28'57" West, crossing said Section 33, a distance of 5,240.35 feet;

THENCE North 89°24'22" East, with the north line of said Section 33, a distance of 200.00 feet;

THENCE South 0°28'57" East, continuing across said Section 33, a distance of 5,239.93 feet to the POINT OF BEGINNING.

PARCEL D:

BEING in Section 4, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the northeast corner of said Section 4, from which a 3-inch brass cap monument bears South 89°25'46" East, a distance of 21.19 feet;

THENCE South 89°17'03" West, continuing along the north line of said Section 4, Township 6 North, Range 12 East, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 0°14'36" East, crossing said Section 4, a distance of 5,390.23 feet, to a point in the north line of Section 9;

THENCE South 89°40'46" West, along the south line of said Section 4, a distance of 200.00 feet;

THENCE North 0°14'36" West, continuing across said Section 4, a distance of 5,388.85 feet;

THENCE North 89°17'03" East, along the north line of said Section 4, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL E:

BEING in Section 9, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southwest corner of the southeast quarter of said Section 9;

THENCE North 89°42'54" East, along the south line of said Section 9, a distance of 2,379.15 feet to the POINT OF BEGINNING;

THENCE North 01°17'30" West, crossing said Section 9, a distance of 5,280.17 feet, to a point in the north line of said Section 9;

THENCE North 89°40'46" East, along the north line of said Section 9, a distance of 200.00 feet;



THENCE South 01°17'30" West, continuing across said Section 9, a distance of 5,280.30 feet, to a point in the south line of said Section 9;  
THENCE South 89°42'54" West, along the south line of said Section 9, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL F:

BEING in Section 18, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2" monument with brass cap found for the common corner of said Section 18 and Section 7, said Township and Range;

THENCE North 89°44'07" East, along the north line of said Section 18, a distance of 958.17 feet to the POINT OF BEGINNING;

THENCE crossing said Section 18 the following courses:

North 89°44'07" East, a distance of 214.36 feet;  
South 21°21'29" East, a distance of 1,344.11 feet;  
North 68°39'21" East, a distance of 75.00 feet;  
South 21°21'29" East, a distance of 200.00 feet;  
South 68°39'21" West, a distance of 275.79 feet;  
South 21°25'53" East, a distance of 621.38 feet;  
North 87°38'35" East, a distance of 36.21 feet;  
North 69°05'40" East, a distance of 240.76 feet;  
South 21°21'29" East, a distance of 200.20 feet;  
South 69°12'56" West, a distance of 276.17 feet;  
South 21°29'32" East, a distance of 496.66 feet;  
South 41°14'53" East, a distance of 725.71 feet;  
South 48°45'07" West, a distance of 138.33 feet;  
South 21°21'52" East, a distance of 658.50 feet;

THENCE South 0°28'32" East, along the east line of said Section 18, a distance of 560.92 feet;

THENCE continuing across said Section 18 the following five (5) courses:

North 21°21'52" West, 1,554.22 feet;  
North 50°48'18" West, 1,231.74 feet;  
North 21°21'29" West, 1,021.82 feet;  
North 68°38'31" East, 688.77 feet;  
North 21°21'29" West, 1,213.78 feet to the POINT OF BEGINNING.

PARCEL G:

BEING Part of Lot 7 Section 17, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument in the south line of said Section 17 at the southeast corner of said Lot 7 of said Section 17;

THENCE South 89°43'59" West, along the south line of said Lot 7 and Section 17, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 89°43'59" West, continuing along the south line of said Lot 7 and Section 17, a distance of 214.37 feet;  
THENCE North 21°21'52" West, crossing said Lot 7 and Section 17, a distance of 758.72 feet;  
THENCE North 0°28'32" West, along the west line of said Lot 7 and Section 17, a distance of 560.92 feet;  
THENCE South 21°21'52" East, crossing said Lot 7 and Section 17, a distance of 1,359.94 feet to the POINT OF BEGINNING.

PARCEL H:

BEING in Section 20, Township 7 North, Range 12 East, Torrance County, New Mexico, being Lots 1, 2, 3, and 4, as described in the Warranty Deed to Harral, Inc. dated June 15, 2017, and recorded as Document No. 2171659, Book 336, Page 4503, in the Official Public Records of Torrance County, New Mexico (O.P.R.T.C.N.) and Lots 5, 6, and 7 as described to Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded April 23, 1984, Document No. 62769, Book 247, page 4690, in O.P.R.T.C.N.), and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded November 19, 2019, Book 341, Page 4175, Document No. 2192779 in the O.P.R.T.C.N.), and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 20, being the northwest corner of Lot 1 of said Section 20;

THENCE South 89°43'59" West, along the north line of said Section 20, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 21°21'52" East, crossing said Section 20, a distance of 5,671.48 feet;

THENCE South 89°38'38" West, along the south line of said Section 20, a distance of 214.24 feet;

THENCE North 21°21'52" West, continuing across said Section 20, a distance of 5,671.84 feet;

THENCE North 89°43'59" East, along the north line of said Section 20, a distance of 214.37 feet to the POINT OF BEGINNING.

PARCEL I:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00 degrees 51' 27 seconds East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, at a distance of 631.20 feet to the northwestern corner of a Transmission Easement;

THENCE North 89°38'38" East, a distance of 214.24 feet, continuing along the north line of said Section 29;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 230.12 feet to the POINT OF BEGINNING;

THENCE continuing across said Section 29 the following four (4) courses:

South 72°07'59" East, a distance of 1,715.29 feet;

South 89°27'17" West, a distance of 316.60 feet;

North 72°07'59" West, a distance of 1,333.25 feet;

North 21°21'52" West, a distance of 129.10 feet to the POINT OF BEGINNING.

PARCEL J:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of

Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00°51' 27" East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, passing at a distance of 631.20 feet the northwest corner of a Transmission Easement, continuing along said north line, passing at an additional distance of 214.24 feet the northeast corner of said Transmission Easement, continuing along said north line, passing at an additional distance of 78.25 feet the northeast corner of Lot 1 of said Section 29, continuing along said north line an additional distance of 2,502.13 feet, in all a total distance of 3,425.82 feet to the northeast corner of said Section 29;

THENCE South 01°09'22" East, along the east line of said Section 29, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE South 01°09'22" East, continuing along the east line of said Section 29, a distance of 100.10 feet;

THENCE crossing said Section 29 the following courses:

North 88°35'46" West, a distance of 246.96 feet;

North 72°07'59" West, a distance of 370.50 feet;

North 89°27'17" East, a distance of 316.60 feet;

South 72°07'59" East, a distance of 55.63 feet;

South 88°35'46" East, a distance of 228.02 feet to the POINT OF BEGINNING.

#### PARCEL K:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, a distance of 631.20 feet to the POINT OF BEGINNING;

THENCE North 89°38'38" East, continuing along the north line of said Section 29, a distance of 214.24 feet;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 809.74 feet;

THENCE North 89°27'17" East, continuing across said Section 29, a distance of 2,300.54 feet;

THENCE South 1°09'22" East, along the east line of said Section 29, a distance of 200.01 feet;

THENCE continuing across said Section 29 the following eight (8) courses:

South 89°27'17" West, a distance of 2,226.63 feet;

South 21°21'52" East, a distance of 255.00 feet;

South 68°38'08" West, a distance of 200.00 feet;

North 21°21'52" West, a distance of 331.05 feet;

South 89°27'17" West, a distance of 331.05 feet;

North 0°32'43" West, a distance of 200.00 feet;

North 89°27'17" East, a distance of 255.00 feet;

North 21°21'52" West, a distance of 810.50 feet to the POINT OF BEGINNING.

**PARCEL L:**

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range;  
THENCE South 01°09'22" East, along the west line of said Section 28, a distance of 748.39 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses and distances:

North 89°27'17" East, a distance of 5,123.93 feet;

North 00°32'44" West, a distance of 300.00 feet;

North 89°27'17" East, a distance of 200.00 feet;

South 00°32'43" East, a distance of 300.00 feet;

North 89°27'17" East, a distance of 25.98 feet;

THENCE South 00°44'47" East, along the west line of said Section 28, a distance of 406.72 feet;

THENCE crossing said Section 28 the following five (5) courses and distances:

South 89°27'17" West, a distance of 26.11 feet;

South 00°43'41" East, a distance of 4,124.84 feet;

South 89°24'22" West, a distance of 200.00 feet;

North 00°43'41" East, a distance of 4,331.73 feet;

South 89°27'17" West, a distance of 5,122.43 feet;

THENCE North 01°09'22" West, with the west line of said Section 28, a distance of 200.01 feet, to the POINT OF BEGINNING.

**PARCEL M:**

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range;  
THENCE South 01°09'19" East, along the west line of said Section 28, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses:

South 88°35'46" East, a distance of 2,392.92 feet;

North 89°27'17" East, a distance of 2,957.04 feet;

South 00°44'47" East, a distance of 100.00 feet;

South 89°27'17" West, a distance of 2,959.09 feet;

North 88°35'46" West, a distance of 2,390.16 feet;

THENCE North 01°09'22" West, with the west line of said Section 18, a distance of 100.10 feet to the POINT OF BEGINNING.

**Howling Wind Ranch, LLC, a New Mexico limited liability company**

Easement estate as created by that certain Transmission Easement Agreement dated June 19, 2020 executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya

Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201419, and recorded in Book 343, Page 734, Records of Torrance County, New Mexico, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), recorded August 23, 2021 as document number 2212534, in Book 348, Page 477, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 1:

Being in the SW1/4 of Section 15, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 15 and Sections 16, 21, and 22 of said Township and Range;

THENCE North 89° 38' 25" East, along the south line of said Section 15, a distance of 89.40 feet, to the POINT OF BEGINNING;

THENCE North 13° 06' 38" West, a distance of 403.29 feet, to a point on the west line of said Section 15;

THENCE North 00° 18' 12" West, along the west line of said Section 15, a distance of 902.24 feet;

THENCE South 13° 06' 38" East, a distance of 1,328.34 feet to a point on the south line of said Section 15;

THENCE South 89° 38' 25" West along the south line of said Section 15, a distance of 205.06 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 2:

Being in the W1/2 of Section 22, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a monument with brass cap "S21/S22/S28/S27" found at the common corner of said Section 22 and Sections 27, 21 and 28 of said Township and Range;

THENCE North 89°39'20" East, along the south line of said Section 22, a distance of 1,292.08 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,415.73 feet, to a point on the north line of said Section 22, from which a found 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 22 and Sections 15, 16, 21 of said township and range, bears South 89°38'25" West along the North line of said Section 22, a distance of 89.40 feet;

THENCE North 89°38'25" East, along the north line of said Section 22, a distance of 205.06 feet to a point,

THENCE South 13°06'38" East, a distance of 5,415.79 feet, to a point on the south line of said Section 22;

THENCE South 89°39'20" West, along the south line of said Section 22, a distance of 205.07 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 3:

Being in Section 27, Township 6 North, Range 12 East, part of a tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a brass cap monument found at the common corner of Section 27, 28, 33, and 34, of said Township and Range;  
THENCE North 89°38'39" East, along the south line of said Section 27, a distance of 2,491.74 feet, to the POINT OF BEGINNING;  
THENCE North 13°06'38" West, a distance of 5,413.82 feet to a point on the north line of said Section 27 from which a found brass monument marked "MON S21/ S22 S28/S27" bears South 89°39'20" West, along the north line of said Section 27, a distance of 1,292.08 feet;  
THENCE North 89°39'20" East, along said north line of Section 27, at a distance of 205.07 feet, to a point for corner;  
THENCE South 13°06'38" East, a distance of 5,413.77 feet to a point on the south line of said Section 27;  
THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 56.34 feet to a monument with brass cap found at the South quarter corner of said Section 27;  
THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 148.71 feet to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 4:

Being in Section 34, Township 6 North, Range 12 East, New Mexico Principle Meridian, part of tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument at the common corner of said Sections 34 and 35 said Township and Range, and Sections 2 and 3 of Township 5 North, Range 12 East, New Mexico Principle Meridian;  
THENCE South 89°39'30" West, along the south line of said Section 34, a distance of 1,382.44 feet to the POINT OF BEGINNING;  
THENCE South 89°39'30" West, continuing along said south line, a distance of 205.07 feet;  
THENCE North 13°06'38" West, across said Section 34, a distance of 5,410.73 feet;  
THENCE North 89°38'39" East along said north line of said Section 34, a distance of 148.71 feet;  
THENCE North 89°38'16" East along the north line of said Section 34, a distance of 56.35 feet, to a corner;  
THENCE South 13°06'38" East, a distance of 5,410.79 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 5:

Being in the E1/2 of Section 3, Township 5 North, Range 12 East, part of tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument found at the common corner of said Sections 2 and 3, said Township and Range, and Sections 34 and 35 of Township 6 North, Range 12;  
THENCE South 89°39'30" West along the north line of said Section 3, a distance of 1,382.44 feet, to the POINT OF BEGINNING;  
THENCE South 12°53'39" East, a distance of 4,180.72 feet;  
THENCE North 89°31'55" East, a distance of 453.48 feet, to a point on a point on the east line of said Section 3; from which a found 2 inch brass monument bears North 00°03'42" West, along the east line of said Section 3, a distance of 1500.35 feet;  
THECE South 00°03'42" East along said east line, a distance of 200.01 feet;  
THENCE South 89°31'55" West, a distance of 613.03 feet;  
THENCE North 12°53'36" West, a distance of 4,385.97 feet to point on the north line of said Section 3;  
THENCE North 89°39'30" East along said north line, a distance of 205.07 feet to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**PACIFIC WIND LEASES AND PACIFIC WIND LAND:**

**Norma Sue Harvey**

Amended and Restated Windfarm Development Lease dated July 31, 2017 by and between Norma Sue Harvey a/k/a Sue Harvey and Pacific Wind Development LLC, as amended by that certain First Amendment and Partial Assignment and Assumption Agreement dated and effective April 20, 2020, a memorandum of which was recorded in the Records on May 7, 2020 as Document No. 2200979, in Book 342, Page 3942.

**Township 5 North, Range 12 East, N.M.P.M.**

Sec. 6: Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 19, 20; W 1/2 Lots 4, 11, 14, and 21; and that part of Lot 18 lying North of U.S. Hwy 60

Section 7: All that part of Lot 3 and the E 1/2 Lot 4 lying North of U.S. Hwy 60

**Township 6 North, Range 12 East, N.M.P.M.**

Sec. 19: W/2

Sec. 30: E1/2 and E1/2W1/2, W1/2W1/2

Sec. 31: All

**Township 6 North, Range 11.5 East, N.M.P.M.**

Sec. 24: All

Sec. 25: Lots 1, 2, 3, 4 and the E1/2

**Wrye**

Amended and Restated Wind Energy Lease Agreement by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and Pacific Wind Development LLC, dated August 8, 2017, memorandum of which was recorded in the Records on August 17, 2017, in Book 337, Page 1495, amended Amendment and Partial Assignment and Assumption Agreement by and among Pacific Wind Development LLC, El Corazon Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which recorded in the Records on April 6, 2022 as Document No. 2221080, in Book 350, Page 4491, and amended and restated by that certain Second Amended and Restated Wind Energy Lease Agreement dated and effective March 25, 2022, a memorandum of which was recorded in the Official Records on April 6, 2022 as Document No. 2221079, Book 350, Page 4478.

**TOWNSHIP 6 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 4: SW1/4, N1/2NW1/4, SE1/4NW1/4

**TOWNSHIP 7 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 27: N1/2NW1/4, SW1/4NW1/4, S1/2SW1/4

**Harral**

Second Amended and Restated Wind Energy Lease Agreement by and between Harral, Inc. a New Mexico corporation, and Pacific Wind Development LLC, dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 24, 2020, as Document No. 2201429, in Book 343, Page 809.

All that certain real property located in Torrance County, NM more particularly described as follows:

**Township 6 North, Range 12 East, NMPM**



Section 19: E2

Township 7 North, Range 13, NMPM

Section 29: S2

**NMSLO (Lease EW-0021)**

Wind Energy Lease Agreement, Lease Agreement by and between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico New Mexico State Land Office and Pacific Wind Development LLC, dated October 10, 2013, a memorandum of which was recorded in the Records on December 10, 2013 as Document No. 2133411, in Book 329, Page 4107; Partial Assignment and Assumption of Interest in State Business Lease EW-0021 by and between Pacific Wind Development LLC, and La Joya Wind, LLC, dated June 23, 2020, and recorded on June 23, 2020 as Document No. 2201414, in Book 343, Page 684.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 7 North, Range 11.5 East, N.M.P.M.

Section 13: Lots 1-4, E½

Township 7 North, Range 12 East, N.M.P.M.

Section 18: Lots 3, 4, 6, 7, E½W½

Township 5 North, Range 12 East, N.M.P.M.

Section 6: Lots 1, 2, S1/2 NE1/4, N1/2 SE1/4

Township 5 North, Range 13 East, N.M.P.M.

Section 4: SW1/4

Section 16: ALL

Section 18: Lot 4

Township 6 North, Range 13 East, N.M.P.M.

Section 32 ALL

Township 9 North, Range 12 East, N.M.P.M.

Section 6: Lots 4, 5

Township 4 North, Range 11 East, N.M.P.M.

Section 03: Lots 1-4, S1/2, S1/2 N1/2

Section 09: ALL

Section 10: ALL

Section 11: S ½

Section 12: S½S½

Section 13: ALL

Section 14: N1/2,E1/2 SW1/4, SW1/4 SW1/4, SE1/4

Section 15: ALL

Section 16: ALL

Section 21: W1/2, N1/2 NE1/4, S1/2 SE1/4

Section 22: S1/2, E1/2 NE1/4, NW1/4 NW1/4

Section 23: ALL

Township 4 North, Range 12 East, N.M.P.M.

Section 20: ALL

Section 21: ALL

Section 28: ALL

Section 29: ALL

Section 30: Lots 1-4, E1/2, E1/2 W1/2

Section 31: Lots 1-4, E1/2, E1/2 W1/2

Section 32: ALL

**Harvey-Encino Ranch**

Amended and Restated Wind Energy Lease Agreement by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pacific Wind Development LLC dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 25, 2020 as Document No. 2201456, in Book 343, Page 1403, as amended by that First Amendment to Amended and Restated Wind Energy Lease Agreement dated and effective October 20, 2020, a memorandum of which was recorded in the Records on November 5, 2020 as Document No. 2203067, in Book 344, Page 4147.

All of that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 4 North, Range 13 East, NMPM

Section 2: Lots 1, 2, 3, 4, S½N½, S½ (ALL)

Section 3: ALL

Section 5: ALL

Section 7: ALL

Section 8: ALL

Section 9: ALL

Section 10: ALL

Section 11: ALL

Section 12: ALL

Section 13: ALL

Section 14: ALL

Section 15: NE 1/4, W 1/2 and SE 1/4

Section 16: ALL

Section 17: ALL

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 23: NW 1/4, W 1/2 NE 1/4, and N 1/2 SW 1/4, NW 1/4 SE 1/4

Section 30: ALL

Township 5 North, Range 13 East, N.M.P.M.

Section 20: ALL

Section 21: ALL

Section 22: ALL

Section 27: ALL

Section 33: ALL

Section 34: ALL

**NMSLO (BL-2598)**

Lease of State Trust Land (BL-2598) by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310 ("**NMSLO**") and Pacific Wind Development LLC, dated and effective October 28, 2019, a memorandum of which was recorded with the Clerk of Torrance County (the "**Records**") on November 7, 2019 as Document No. 2192678, in Book 341, Page 3918, as amended and partially assigned pursuant to that certain Partial Assignment and Assumption of Interest in Lease of State Trust Land (BL-2598) by and between Pacific Wind Development LLC and La Joya Wind, LLC, dated and effective June 23, 2020, and recorded in the Records on June 23, 2020 as Document No. 2201413 in Book 343, Page 676.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

**Township 5 North, Range 11 East, N.M.P.M.**

Section 16: ALL 640 acres ±

Section 21: ALL 640 acres ±

Section 28: ALL 640 acres ±

Section 33: ALL 604.88 acres ±

Section 34: ALL 604.76 acres ±

**Township 4 North, Range 12 East, N.M.P.M.**

Section 4: ALL 636.50 acres ±

**EXHIBIT B**  
**TO**  
**CONSENT AND CROSSING AGREEMENT**  
**(El Cabo /La Joya/Pacific Wind/SunZia)**

**Description of SunZia NMSLO Wind Leases, NMSLO Overleased Land,  
SunZia Gen-Tie Easements, SunZia Gen-Tie Lands,  
SunZia Collection Easements, SunZia Collection Lands,  
SunZia Access Easements and SunZia Access Lands**

This Exhibit B is temporary and must be replaced by a final, complete Exhibit B that includes the signatures of the Affiliate Parties within three (3) weeks of the Effective Date or this agreement will be null and void.

**PART A:**

**PARCEL 1**

**FEE OWNER:** DONALD G. ANSLEY AND CAROL R. ANSLEY, TRUSTEES OF THE DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA DTD DECEMBER 31, 1981 AND RESTATED ON OCTOBER 2<sup>ND</sup>, 2014

Grant of Easement dated October 31, 2023, by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 250' wide Gen-Tie Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 60' wide Collection Easement and two 30' wide Collection Easements)

Section 36: E2NE; Lot 1, 8 (solely as to a 60' wide Collection Easement)

**SunZia Access Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 20' wide Access Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 20' wide Access Easement)

**PARCEL 2**

**FEE OWNER:** WILLIAM H. WRYE, JR. AND JOY K. WRYE, HUSBAND AND WIFE

Grant of Easement dated October 31, 202, by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 250' wide Gen-Tie Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 60' wide Collection Easement and a 200' wide Collection Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 30' wide Collection Easement and a 100' wide Collection Easement)

**SunZia Access Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 20' wide Access Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to four 300' x 300' surface areas)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to one 300' x 300' surface area)

**PARCEL 3**

**FEE OWNER:** LELAND C. HARRAL AND MARY SUSAN HARRAL, TRUSTEES OF THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, DATED DECEMBER 13, 2012

Grant of Easement dated October 31, 2023, by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

### **SunZia Gen-Tie Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS THE LELAND C. HARRAL AND MARY SUSAN HARRAL, REVOCABLE TRUST TRACT RECORDED IN BOOK 351, PAGE 4438 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 22, 23, 26 AND 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF SAID SECTION 22 AND 23 AND THE SOUTH LINE OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the south line of the northeast quarter of said Section 35, from which a 2-inch iron pipe found at the southeast corner of said Section 35 bears, South 30°30'37" East, a distance of 3,029.76 feet.

**THENCE**, over and across Sections 22, 23, 26 and 35, the following (5) courses and distances:

- (1) North 00°21'59" West, a distance of 1,875.73 feet to a calculated point;
- (2) North 43°00'29" West, a distance of 299.22 feet to a calculated point;
- (3) North 04°09'53" West, a distance of 6,883.89 feet to a calculated point;
- (4) North 33°41'29" West, a distance of 3,712.76 feet to a calculated point;
- (5) North 45°30'48" West, distance of 1,422.69 feet to the **POINT OF TERMINUS** in the north line of said Section 23, from which a stone found at the northeast corner of said Section 23 bears, North 88°31'24" East, a distance of 5,344.41 feet;

Total easement description containing 14,194.29 linear feet or 860.26 rods, and containing 81.49 acres of land, more or less.

### **SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to a 20' wide Access Easement)

Section 26: All (solely as to a 20' wide Access Easement)

Section 35: N2 (solely as to a 20' wide Access Easement)

### **PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to two approximately 276' x 158' x 318' surface areas)

Section 35: N2 (solely as to four approximately 268' x 180' x 69' x 287' surface areas)

### **PARCEL 4**

**FEE OWNER:** HOWLING WIND RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 31, 2023, by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_] in Book [\_\_\_\_\_] Page [\_\_\_\_\_] in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HOWLING WIND RANCH, LLC TRACT, RECORDED IN BOOK 329, PAGE 2726, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 13, and 14, TOWNSHIP 6 NORTH, RANGE 12 EAST, AND SECTION 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID PERMANENT EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF LOT 4 OF SAID SECTION 13 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the south line of said Section 13, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 6 North, Range 12 East bears, North 89°30'13" East, a distance of 175.81 feet;

**THENCE**, over and across said Howling Wind Ranch, LLC tract, the following seven (7) courses and distances:

- 1) North 45°50'40" West, a distance of 7,340.29 feet to a calculated point;
- 2) North 00°19'56" West, a distance of 2,763.31 feet to a calculated point;
- 3) North 00°23'59" West, a distance of 2,644.64 feet to a calculated point;
- 4) North 01°09'04" West, a distance of 4,731.87 feet to a calculated point;
- 5) North 07°56'17" West, a distance of 1,365.64 feet to a calculated point;
- 6) North 31°30'19" West, a distance of 2,234.00 feet to a calculated point;
- 7) North 00°21'59" West, a distance of 49.47 feet to the **POINT OF TERMINUS** in said north line of the southeast quarter of said Section 35, from which a Brass Cap found at the south quarter corner of said Section 35 bears, South 22°21'16" West, a distance of 2,850.66 feet.

Total easement description containing 21,129.22 linear feet or 1,280.56 rods, and containing 121.28 acres of land, more or less.

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**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

- |             |  |
|-------------|--|
| Section 2:  | All (solely as to two 20' wide Access Easements)                             |
| Section 11: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 13: | All (solely as to a 20' wide Access Easement)                                |
| Section 14: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 23: | E2 (solely as to a 20' wide Access Easement)                                 |
| Section 26: | E2 and S2S2 (solely as to a 20' wide Access Easement)                        |
| Section 34: | A portion of the E2E2E2 along the East Section Line (solely as to a 20' wide |



Access Easement)  
Section 35: A portion of the E2E2 (solely as to a 20' wide Access Easement)

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 35: S2 (solely as to two 20' wide Access Easements)

**PARCEL 5**

**FEE OWNER:** MCLAUGHLIN RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Unrecorded Grant of Easement dated October 31, 2023, by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), as evidenced of record by that certain Notice of Exercise of Option [Transmission Line/Other] of even date therewith, filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A DESCRIPTION FOR TWO PROPOSED VARIABLE WIDTH ELECTRIC EASEMENTS ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 10, TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**VARIABLE WIDTH ELECTRIC EASEMENT PART 1**

**BEGINNING** at a calculated point in the south line of said Section 10, from which an iron rail monument found at the south quarter corner of said Section 10 bears, North 89°01'03" East, a distance of 19.38 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract, the following five (5) courses and distances:

1. **North 15°46'00" West**, a distance of 72.29 feet to a calculated point;
2. **North 00°40'15" West**, a distance of 51.62 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract, same being the south right-of-way (R.O.W.) line of U.S. Highway 60 (variable width R.O.W.);
3. **South 85°12'02" East**, along the north boundary line of said McLaughlin Ranch, LLC tract and the south R.O.W. line of U.S. Highway 60, a distance of 37.97 feet to a calculated point, from which an iron rail monument found for the east quarter corner of said section 10, North 46°00'27" East, a distance of 3,633.19 feet;
4. **South 00°52'27" East**, along the east boundary line of said McLaughlin Ranch, LLC tract, a distance of 117.69 feet to an iron rail monument found for the south quarter corner of said Section 10;
5. **South 89°01'03" West**, a distance of 19.38 feet to the **POINT OF BEGINNING** in the south line of said Section 10.

**Total variable width electric easement Part 1 description containing 0.09 acres of land, more or less.**

## **VARIABLE WIDTH ELECTRIC EASEMENT PART 2**

**BEGINNING** at a calculated point in the north R.O.W. line of U.S. Highway 60, from which a rock pile found at the west quarter corner of said Section 10 bears, North 48°47'18" West , a distance of 3,458.98 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract the following six (6) courses and distances:

1. **North 00°40'15" West** , a distance of 1,147.11 feet to a calculated point;
2. **North 25°15'11" West**, a distance of 1,268.91 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract;
3. **North 89°33'34" East**, along the north boundary line of said McLaughlin Ranch, LLC tract, a distance of 275.51 feet to a calculated point;
4. **South 25°15'11" East**, leaving said north boundary line, a distance of 681.39 feet to a calculated point in the east boundary line of said McLaughlin Ranch, LLC tract, from which an iron rail monument found at the east quarter corner of said Section 10 bears, North 76°24'35" East, a distance of 2,718.71 feet;
5. **South 00°52'27" East**, with said east boundary line, a distance of 1,683.83 feet to a calculated point in the north R.O.W. line of said U.S. Highway 60;
6. **North 85°12'17" West**, a distance of 37.25 feet to the **POINT OF BEGINNING** in the north R.O.W. line of U.S. Highway 60;

**Total variable width electric easement Part 2 description containing 6.72 acres of land, more or less.**

**Total variable width easement Part 1 and Part 2 descriptions containing a combined total of 6.81 acres of land, more or less.**

**CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT**

**PART 3**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 19 AND 20, TOWNSHIP 6 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE WEST LINE OF LOT 1 OF SAID SECTION 19, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the east line of the northwest quarter of said Section 20, from which a brass cap found at the southwest corner of said Section 19 bears, South 66°33'17" West, a distance of 8,599.39 feet;

**THENCE**, over and across the McLaughlin Ranch, LLC. In the northwest quarter of said Section 20 and the northeast quarter of said Section 19, the following two (2) courses and distances:

- 1) North 25°15'11" West**, a distance of 1,774.03 feet, to a calculated point;
- 2) North 89°08'16" West**, a distance of 7,159.13 feet to the **POINT OF TERMINUS** in the west line of said Lot 1 of said Section 19, from which bears a brass cap found at the northeast corner of Section 24, Township 6 North, Range 12 East bears, North 00°14'48" West , a distance of 118.69 feet.

**Total centerline electric easement Part 3 description containing 8,933.16 linear feet or 541.40 rods, and containing 51.29 acres of land, more or less.**

**Total easement description of Part 1, Part 2, and Part 3 containing a combined total of 58.10 acres of land, more or less.**

**SunZia Access Land:**

Township 5 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 10: SW4, less and except thirty-eight (38) acres for the New Mexico State Highway #60 (solely as to a 20' wide Access Easement)

**PT Site:**

Township 6 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 20: NW4 (solely as to an approximately 156' x 180' x 244' x 200' surface area)

**PARCEL 6**

**FEE OWNER:** HARVEY-ENCINO RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 27, 2023, by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on October 30, 2023, as Document No. 2232946, in Book 356, Page 1828, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HARVEY ENCINO RANCH, LLC TRACT, RECORDED IN BOOK 324, PAGE 4300, RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 12, AND 13 TOWNSHIP 4 NORTH, RANGE 13 EAST, AND SECTIONS 22, 27, AND 34 TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF SAID SECTION 13 TOWNSHIP 4 NORTH RANGE 13 EAST AND THE NORTH LINE OF SAID SECTION 22 TOWNSHIP 5 NORTH RANGE 13 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, Township 4 North, Range 13 East, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 4 North, Range 13 East bears, North 89°37'42" East, a distance of 311.38 feet;

**THENCE**, over and across said Harvey Encino Ranch, LLC tract, the following nine (9) courses and distances:

- 1) **North 00°04'49" West**, a distance of 424.38 feet to a calculated point;
- 2) **North 00°41'13" West**, a distance of 3,499.19 feet to a calculated point;
- 3) **North 00°43'48" West**, a distance of 6,473.77 feet to a calculated point;
- 4) **South 89°59'59" West**, a distance of 5,102.17 feet to a calculated point;
- 5) **North 00°00'00" East**, a distance of 5,197.67 feet to a calculated point;
- 6) **North 18°04'01" East**, a distance of 2,043.34 feet to a calculated point;
- 7) **North 00°35'37" West**, a distance of 3,487.47 feet to a calculated point;
- 8) **North 00°33'30" East**, a distance of 5,303.94 feet to a calculated point;
- 9) **North 00°15'29" West**, a distance of 5,302.19 feet to the **POINT OF TERMINUS** in said north line of Section 22 Township 5 North Range 13 East, from which an iron rail right-of-way (R.O.W.) monument found in the north line of BNSF railroad R.O.W. bears, North 21°26'05" West, a distance of 4,265.71 feet.

**Total easement description containing 36,834.12 linear feet or 2,232.37 rods, and containing 211.47 acres of land, more or less.**

**PART B:**

**Description of Additional SunZia Access Easements and SunZia Access Lands**  
**(Portions of an El Cabo Shared Road)**

**PARCEL 7**

**FEE OWNER:** PRATHER RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Access Easement dated September 27, 2023 by and between Prather Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company, filed of record on September 27, 2023, as Document No. 2232619, in Book 355, Page 4010, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A PRATHER RANCH, LLC TRACT, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 11, TOWNSHIP 5 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID PERMANENT EASEMENT BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 60 (200-FOOT WIDE R.O.W.) AND THE NORTH LINE OF SAID SECTION 11, TOWNSHIP 5, NORTH, RANGE 12 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the north R.O.W. line of said U.S. Highway 60 (200-foot R.O.W.), from which an iron rail R.O.W. monument found in said north R.O.W. line bears, South 83°56'17" East, a distance of 1,270.69 feet;

**THENCE**, over and across said Prather Ranch, LLC tract, the following twelve (12) courses and distances:

- 10) North 02°38'27" East, a distance of 246.88 feet to a calculated point;
- 11) North 01°59'40" East, a distance of 185.33 feet to a calculated point;
- 12) North 00°23'09" East, a distance of 196.52 feet to a calculated point;
- 13) North 00°09'02" West, a distance of 219.54 feet to a calculated point;
- 14) North 00°22'08" East, a distance of 209.24 feet to a calculated point;
- 15) North 00°28'34" East, a distance of 242.14 feet to a calculated point;
- 16) North 00°29'46" East, a distance of 252.68 feet to a calculated point;
- 17) North 00°10'24" East, a distance of 289.81 feet to a calculated point;
- 18) North 00°07'31" East, a distance of 225.70 feet to a calculated point;
- 19) North 00°00'21" West, a distance of 245.18 feet to a calculated point;

20) North 00°31'15" East, a distance of 168.82 feet to a calculated point;

21) North 00°04'55" East, a distance of 105.36 feet to the **POINT OF TERMINUS** in the north line of said Section 11, Township 5 North, Range 12 East, from which a 5/8-inch iron rod with cap stamped "Ferrell PS 25209" found at the northwest corner of said Section 11 bears, South 89°47'43" West, a distance of 57.68 feet.

**Total easement description containing 2,587.20 linear feet or 156.80 rods, and containing 1.19 acres of land, more or less.**

**PARCEL 8**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Grant of Right-of-Way dated August 1, 2023 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company, evidenced of record by that certain Notice of Grant of Right-of-Way filed of record on October 5, 2023, as Document No. 2232693, in Book 355, Page 4271, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A STATE OF NEW MEXICO TRACT SITUATED IN SECTION 02, TOWNSHIP 05 NORTH, RANGE 12 EAST, N.M.P.M., TORRANCE COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 02 AND THE NORTH LINE OF LOT 4 OF SAID SECTION 02, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING at a calculated point in the south line of the southwest quarter of the southwest quarter of said Section 02, from which a GLO brass cap found at southeast corner of said Section 02 bears, North 89°47'43" East, a distance of 5,222.89 feet;

( SW/4 OF SW/4)

THENCE, over and across the southwest quarter of the southwest quarter of said Section 02, the following three (3) courses and distances:

1) North 00°21'08" East, a distance of 336.47 feet to a calculated point;

2) North 00°01'31" West, a distance of 584.61 feet to a calculated point;

3) North 00°08'52" East, a distance of 399.29 feet to a calculated point;

Said SW/4 of SW/4 containing 1,320.37 linear feet or 80.02 rods, and containing 0.61 acres of land, more or less.

( NW/4 OF SW/4)

THENCE, over and across the northwest quarter of the southwest quarter of said Section 02, the following two (2) courses and distances:

- 1) North 00°08'52" East, a distance of 917.68 feet to a calculated point;
- 2) North 00°06'46" West, a distance of 402.69 feet to a calculated point;

Said NW/4 OF SW/4 containing 1,320.37 linear feet or 80.02 rods and containing 0.61 acres of land, more or less.

( SW/4 OF NW/4)

THENCE, over and across the southwest quarter of the northwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°06'46" West, a distance of 678.43 feet to a calculated point;
- 2) North 00°15'37" East, a distance of 403.81 feet to a calculated point;
- 3) North 01°20'38" East, a distance of 238.16 feet to a calculated point;

Said SW/4 OF NW/4 containing 1,320.40 linear feet or 80.02 rods, and 0.61 acres of land, more or less.

(LOT 4)

THENCE, over and across Lot 4 of said Section 02, the following four (4) courses and distances:

- 1) North 01°20'38" East, a distance of 50.24 feet to a calculated point;
- 2) North 00°16'15" West, a distance of 657.20 feet to a calculated point;
- 3) North 00°16'57" East, a distance of 206.96 feet to a calculated point;
- 4) North 00°50'55" East, a distance of 345.51 feet to the POINT OF TERMINUS in the north line of said Section 02, from which a GLO brass cap found at the northwest corner of said Section 02 bears, South 89°37'43" West, a distance of 78.06 feet.

Said Lot 4 containing 1259.91 linear feet or 76.36 rods, and containing 0.58 acres of land, more or less.

Total easement description containing 5,221.05 linear feet or 316.42 rods, and containing 2.41 acres of land, more or less.



**PART C:**

**Description of SunZia NMSLO Wind Leases, NMSLO Turbine Overleased Land  
and NMSLO Non-Turbine Overleased Land**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-0108) dated October 21, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC), evidenced of record by that certain Memorandum of Business Lease filed of record on October 31, 2022, as Document No. 2223213, in Book 352, Page 3164, in the records of Torrance County, New Mexico.

**NMSLO Turbine Overleased Land:**

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 13: Lots 1-4, E2

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 18: W2

**NMSLO Non-Turbine Overleased Land:**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 16: E2E2

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 1: Lot 1

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 12: E2E2

Section 13: E2E2

Section 24: E2E2

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-106) dated June 27, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, evidenced of record by that certain Memorandum of Business Lease filed of record on July 12, 2022, as Document No. 2222173, in Book 351, Page 3762; as assigned to SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC) by that certain Assignment of State Business Lease dated October 21, 2022, filed or record on October

24, 2022, as Document No.2223163, in Book 352, Page 2981; as partially released by that certain Partial Relinquishment, Release, and Quitclaim Deed dated January 31, 2023, filed of record on March 23, 2023, as Document No. 2230758, in Book 354, Page 2028; all in the records of Torrance County, New Mexico.

**NMSLO Non-Turbine Overleased Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 1: Lot 1, E2SE4

Township 9 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 1: Portion of Lot 1, E2SE4

Section 12: E2E2

Section 13: E2E2

Section 24: E2E2

Section 25: E2E2

Section 36: E2E2

Township 9 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 4 and 5

**CONSENT AND CROSSING AGREEMENT**  
(SunZia Wind North Project)

THIS CONSENT AND CROSSING AGREEMENT (this “**Agreement**”) is executed to be effective as of October \_\_, 2023 (the “**Effective Date**”), by and among **SUNZIA WIND NORTH LLC**, a Delaware limited liability company (formerly named El Corazon Wind LLC), whose address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel, on behalf of itself and its respective successors and assigns (“**SunZia**”), **TORRANCE COUNTY, NEW MEXICO**, a political subdivision of the State of New Mexico, whose address is PO Box 48, 205 S. Ninth Street, Estancia, New Mexico 87016, Attn: County Manager (“**County**”) on behalf of itself and its respective successors and assigns, **EL CABO WIND LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**El Cabo**”), **LA JOYA WIND, LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**La Joya**”) and **PACIFIC WIND DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**Pacific Wind**”). SunZia, County (effective upon its execution of this Agreement), Pacific Wind, El Cabo and La Joya are sometimes each referred to herein as a “**Party**” and collectively as the “**Parties**.” In addition, Pacific Wind, El Cabo and La Joya are sometimes referred to herein collectively as the “**Affiliate Parties**” and individually as an “**Affiliate Party**”.

**RECITALS:**

A. El Cabo is the lessee pursuant to those certain lease agreements (collectively, the “**El Cabo Wind Leases**”) set forth on the attached **Exhibit A**, which El Cabo Wind Leases cover all that certain real property in Torrance County in the State of New Mexico described on **Exhibit A** (“**El Cabo Lands**”) and grant to El Cabo rights, certain of which are exclusive, to construct and operate wind energy facilities, including but not limited to wind turbine generators, and facilities for the collection and transmission of electrical energy. El Cabo has constructed and is operating on such El Cabo Lands a 298-MW wind energy project (the “**El Cabo Project**”) consisting of, among other improvements, turbine generators, substations and switching stations, facilities for the collection and transmission of electrical energy and access roads (collectively, “**El Cabo Facilities**”).

B. Solely in connection with that certain Indenture dated as of December 17, 2015 by and among County, as Issuer, El Cabo Wind Holdings, LLC, as Purchaser, El Cabo, as Company, and BOKF, NA, as Depository, securing certain Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2015 in the maximum principal amount of \$575,000,000, County holds an interest in the El Cabo Wind Leases, the El Cabo Project, and the El Cabo Facilities.

C. La Joya, an Affiliate (as defined in Section 17 below) of El Cabo, has constructed and is operating two wind energy projects (the “**La Joya Projects**”) in the vicinity of the El Cabo Project, which La Joya Projects include, on El Cabo Lands, transmission lines, access roads and

the use of El Cabo's existing transmission line (to the extent located on El Cabo Lands, the "**La Joya Facilities**") pursuant to the terms of those easements and undivided interests in certain Wind Leases described on **Exhibit A** (collectively, "**La Joya Easements**") encumbering the land described in **Exhibit A** (the "**La Joya Lands**"). All of the electricity generated by the La Joya Projects is carried from the Torrance Substation depicted on **Exhibit B-1** to the point of interconnection using the El Cabo transmission line. The construction, operation, maintenance and use of such La Joya Facilities requires La Joya to access and use portions of the El Cabo Lands.

D. Pacific Wind, an Affiliate of El Cabo and La Joya, is the lessee of undeveloped land ("**Pacific Wind Land**") in the vicinity of the El Cabo Project and the La Joya Projects, pursuant to those leases described on **Exhibit A** (collectively, the "**Pacific Wind Leases**").

E. SunZia is developing a wind energy project (the "**SunZia North Wind Project**"), including an electrical transmission gen-tie line, electrical collection lines and access roads to be used for said project, in Torrance County, New Mexico. Portions of the SunZia North Wind Project will be located within El Cabo Lands and Pacific Wind Land (only to the extent said project is located within such El Cabo Lands and Pacific Wind Land, the "**SunZia Project**"), and, in connection with the SunZia Project, SunZia is the lessee under the SunZia NMSLO Wind Leases (as defined below) and the grantee under certain easement agreements (collectively, the "**SunZia Easement Agreements**"), all as described in **Exhibit B**, which SunZia Easement Agreements grant to SunZia the right to construct, install, operate and maintain, as applicable, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads (as each such term is defined below).

F. In connection with the SunZia Project, SunZia has entered into certain leases with the New Mexico Commissioner of Public Lands as described in **Exhibit B (Part C)** (collectively, the "**SunZia NMSLO Wind Leases**"), pursuant to which SunZia leases certain portions of the El Cabo Lands and the Pacific Wind Land for the purposes of SunZia evaluating wind resources and developing, constructing, operating, using, maintaining, repairing, repowering, restoring and removing the SunZia Wind Facilities (as hereinafter defined and as depicted on **Exhibit B-1**), and collecting, distributing, transmitting and delivering electrical energy during the operation of the SunZia Project (collectively, the "**Wind Permitted Uses**"), such portions being described on **Exhibit B** as the "**NMSLO Turbine Overleased Land**" or the "**NMSLO Non-Turbine Overleased Land**" and depicted on **Exhibit B-1**. The NMSLO Turbine Overleased Land and the NMSLO Non-Turbine Overleased Land are sometimes referred to herein collectively as the "**NMSLO Overleased Land**".

G. The SunZia Project's wind facilities to be located within the NMSLO Overleased Land may or will include wind turbines, transmission and distribution lines, collection and communications lines, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment, including a line or lines of towers with wires and cables, underground wires and cables for the collection and/or transmission of electrical energy or for communication purposes, and all necessary and proper foundations, footings, crossarms, above-ground junction boxes and splice boxes and other appliances and fixtures for use in connection with the towers, wires and cables on, along and in

the NMSLO Overleased Land, together with the appropriate roads that are constructed, installed, or placed in the NMSLO Overleased Land by SunZia (collectively, the **"SunZia Wind Facilities"**). SunZia does not have any right to construct and operate wind turbines on any SunZia Land (as defined below) in which one or more of the Affiliate Parties has an interest other than the NMSLO Turbine Overleased Land.

H. The SunZia Project's electrical transmission gen-tie line (the **"SunZia Gen-Tie Line"**) and related structures and improvements are to be located within portions of the El Cabo Lands and the Pacific Wind Land and in the general vicinity of the La Joya Projects, said portions of land being two hundred fifty feet (250') wide and more particularly described on **Exhibit B (Part A)** (collectively, the **"SunZia Gen-Tie Lands"**), pursuant to the SunZia Easement Agreements listed on **Exhibit B (Part A)** as, collectively, the **"SunZia Gen-Tie Easements"**. Within the SunZia Gen-Tie Lands, the SunZia Gen-Tie Easements permit, and SunZia will be installing, constructing and operating, one or more overhead or underground electrical transmission gen-tie lines (consisting of a variable number of conductors, overhead and underground wires, communication cables, insulators and other appurtenances, facilities and devices) for the transmission and/or distribution of electrical energy, and for communication purposes associated therewith, consisting of structures, foundations, anchors, guys, crossarms and necessary fixtures and wires and cables attached thereto, and all structures and equipment necessary or convenient in connection therewith, and access roads (collectively, the **"SunZia Gen-Tie Facilities"**), together with the right to erect, construct, reconstruct, maintain, operate, inspect, patrol, repair, replace and improve thereon the SunZia Gen-Tie Facilities (collectively, the **"Gen-Tie Permitted Uses"**). Notwithstanding the preceding, certain pulling and tensioning areas for the SunZia Gen-Tie Line are to be located outside of the two hundred fifty foot (250') corridor as shown in the maps included in **Exhibit C** (collectively, the **"PT Sites"**). The PT Sites outside said corridor that are shown in **Exhibit C** are to be deemed to be SunZia Gen-Tie Lands, notwithstanding the fact that they are outside of said corridor.

I. SunZia has also obtained from fee landowners certain collection line easements described on **Exhibit B (Part A)** (collectively, the **"SunZia Collection Easements"**), all of which have been granted as separate easements by certain of the SunZia Easement Agreements that also grant the SunZia Gen-Tie Easements, over and/or under the land described on said **Exhibit B (Part A)** as, collectively, the **"SunZia Collection Lands"**, pursuant to which SunZia may construct, install, operate and maintain overhead and underground electrical energy collections lines and related structures and improvements (collectively, the **"SunZia Collection Facilities"**) within the SunZia Collection Lands (collectively, the **"Collection Permitted Uses"**).

J. SunZia has also obtained from fee landowners certain access easements described on **Exhibit B (Parts A and B)** (collectively, the **"SunZia Access Easements"**), all of which have been granted as separate easements by (i) certain of the SunZia Easement Agreements that also grant the SunZia Gen-Tie Easements or (ii) those certain SunZia Easement Agreements that grant access easements only, over the land described in **Exhibit B (Parts A and B)** as, collectively, the **"SunZia Access Lands"**, pursuant to which SunZia may construct, install, use, operate and maintain new access roads and related improvements (collectively, the **"SunZia New Access Roads"**), all of which are depicted on **Exhibit D** and some of the maps included in **Exhibit C**, which consists of multiple pages within the SunZia Access Lands (collectively, the **"Access**

**Permitted Uses**) .

K. For purposes of this Agreement, the SunZia Project consists of the SunZia Wind Facilities, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads, and the term "**SunZia Facilities**", when used in this Agreement, shall mean, collectively, all of the foregoing. As used herein, (i) the term "**SunZia Easements**" shall mean, collectively, the SunZia Gen-Tie Easements, the SunZia Collection Easements and the SunZia Access Easements, (ii) the term "**SunZia Lands**" shall mean, collectively, the NMSLO Overleased Land, the SunZia Gen-Tie Lands, the SunZia Collection Lands and the SunZia Access lands, all of which SunZia Lands are subject to senior rights and interests of one or more of the Affiliate Parties and (iii) the term "**Permitted Uses**" shall mean, collectively, the Wind Permitted Uses, the Gen-Tie Permitted Uses, the Collection Permitted Uses and the Access Permitted Uses.

L. SunZia wishes to obtain the consent of each of the Affiliate Parties and County to: (i) cross on, over, under, through and across certain El Cabo Lands and Pacific Wind Land, and cross certain El Cabo Facilities and certain La Joya Facilities; (ii) the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B**; (iii) the installation and use of the SunZia Wind Facilities located on the NMSLO Turbine Overleased Land, the non-turbine SunZia Wind Facilities on the NMSLO Non-Turbine Overleased Land, the SunZia Gen-Tie Facilities on the SunZia Gen-Tie Lands, the SunZia Collection Facilities on the SunZia Collection Lands and the SunZia New Access Roads on the SunZia Access Lands, all as depicted in **Exhibit C** (collectively, the "**Allowable Facilities**"); and (iv) share the use of those certain portions of the El Cabo and La Joya access roads located on El Cabo Lands depicted as shared roads on **Exhibit D** (collectively, the "**El Cabo Shared Roads**").

M. Each of the Affiliate Parties and County, having reviewed SunZia's design plans for the Allowable Facilities, pursuant to Section 1 herein, and in consideration of the execution and delivery by SunZia of that certain Mutual Non-disturbance, Coordination and Cooperation Agreement of even date herewith (the "**NDA**"), is willing to consent to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B** and SunZia's proposed Allowable Facilities on, under, over and across the SunZia Lands, including SunZia's proposed road and utility crossings, depicted on **Exhibit B-1**, the maps included in **Exhibit C** and the new roads depicted on **Exhibit D** and the maps included in **Exhibit C**, in each case subject to the terms and conditions of this Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual execution and delivery of the NDA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Plans.**

(a) **Approval of Plans.** The Parties hereby acknowledge and agree that SunZia has delivered to the Affiliate Parties, SunZia's plans and specifications based on Sixty Percent (60%) design or Ninety Percent (90%) design (as applicable), together with crossing exhibits showing vertical line clearances, for the installation of the Allowable

Facilities on the SunZia Lands (collectively, the “**SZW Initial Design Plans**”). The SZW Initial Design Plans are listed on **Exhibit E** and partially depicted in the multi-page **Exhibit C**. The crossing locations are identified in **Exhibit C**. SunZia represents and warrants that the SZW Initial Design Plans are accurate and complete as of the Effective Date. Each of the Affiliate Parties hereby approves the SZW Initial Design Plans. This approval is given by each of the Affiliate Parties for its own benefit and protection only and for that of its Affiliates; and none of the Affiliate Parties has or shall be deemed to have any responsibility for the completeness or accuracy of the SZW Initial Design Plans or the SZW Final Design Plans (described below) or compliance of the SZW Initial Design Plans or the SZW Final Design Plans with any laws. SunZia shall remain solely responsible for the proper construction and design of its Allowable Facilities. Construction and maintenance of the Allowable Facilities shall be at SunZia’s sole cost and expense and shall be performed in a good and workmanlike manner, in strict compliance with the applicable approved SZW Final Design Plans and all applicable laws, including but not limited to those requiring SunZia to obtain permits to install the Allowable Facilities. SunZia must provide to the Affiliate Parties copies of SunZia’s final, issued for construction, design plans (“**SZW Final Design Plans**”) that clearly identify the changes from the SZW Initial Design Plans for review and obtain their prior written consent (which shall not be unreasonably delayed, but may be withheld or conditioned to prevent potential material adverse impact to the El Cabo Facilities, El Cabo Project, La Joya Facilities or La Joya Projects or Pacific Wind’s rights under the Pacific Wind Leases) to any revisions made to the SZW Initial Design Plans. The Affiliate Parties shall have thirty (30) days after receipt of the SZW Final Design Plans to review and comment on them. If SunZia wishes to modify all or any part of the SZW Final Design Plans approved by the Affiliate Parties, SunZia must provide the proposed revisions to the Affiliate Parties for review and obtain each Affiliate Party’s prior written consent (which shall not be unreasonably delayed, but may be withheld or conditioned to prevent material adverse impact to the El Cabo Facilities, El Cabo Project, La Joya Facilities, La Joya Projects or Pacific Wind’s rights under the Pacific Wind Leases) to any such proposed revisions before they are made. The Affiliate Parties shall have thirty (30) days after receipt of the proposed revisions to the SZW Final Design Plans to review and comment on them.

(b) As-Built Plans. Not later than June 30, 2026, SunZia shall deliver to the Affiliate Parties a complete set of the as-built plans and specifications for all of SunZia’s Allowable Facilities located on the SunZia Lands.

(c) Construction Oversight.

(i) SunZia shall hire an independent third party such as DNV-GL (any other third party shall be subject to approval by the Affiliate Parties, which approval shall not be unreasonably withheld, conditioned or delayed) to oversee the construction of any of SunZia’s overhead lines parallel to or crossing any of El Cabo’s or La Joya’s overhead lines, to assure that SunZia’s lines are constructed in accordance with the SZW Final Design Plans and the requirements of this Agreement.



(ii) At all times when SunZia or its contractors or subcontractors are on El Cabo Lands, all of them shall comply with the Avangrid Construction Site Safety Requirements dated May 31, 2023, to the extent that they are applicable to the construction or installation of the Allowable Facilities. SunZia acknowledges that said Construction Site Safety Requirements have been provided to SunZia and copies may be distributed to SunZia's contractors and subcontractors.

(iii) Before accessing any portion of the SunZia Lands, all personnel of SunZia, and all personnel of its agents, contractors and subcontractors shall receive Level A Safety Orientation, which can be arranged through the El Cabo Plant Manager.

(iv) For any SunZia installed overhead line crossing an existing road on the El Cabo Lands, SunZia or its contractors shall maintain NESC code clearance with an added 4 foot of clearance. For any SunZia road being installed under an existing El Cabo or La Joya overhead line, the ground profile should not be altered to encroach on the El Cabo or La Joya overhead line within NESC required clearances with an added 4ft of clearance. The overhead line in both situations should take all applicable elevation adjustments into account and have sag considered at its maximum sag condition, whether that be max operating temperature of 212 degrees Fahrenheit or code specified icing.

2. Consents.

(a) Consent to Construction and Operation of Allowable Facilities. (i) El Cabo, on its own behalf as a party to the El Cabo Wind Leases and on behalf of each of El Cabo's respective successors and assigns, including successor owners of the El Cabo Wind Leases; (ii) La Joya, on its own behalf as a party to the La Joya Easements and on behalf of each of La Joya's respective successors and assigns, including successor owners of the La Joya Easements; and (iii) Pacific Wind, on its own behalf as a party to the Pacific Wind Leases and on behalf of each of Pacific Wind's respective successors and assigns, including successor owners of the Pacific Wind Leases, do hereby agree and acknowledge, respectively, SunZia's proposed Allowable Facilities and the Permitted Uses on the applicable SunZia Lands, provided that such Allowable Facilities are constructed and installed strictly in accordance with the approved SZW Final Design Plans, are not expected to interfere in any material way with the El Cabo Project, the La Joya Projects or any of Pacific Wind's existing rights under the Pacific Wind Leases, El Cabo's existing rights under its El Cabo Wind Leases or La Joya's existing rights under its La Joya Easements, respectively. Notwithstanding any exclusive right of (A) Pacific Wind's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the Pacific Wind Land, (B) El Cabo's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands and (C) La Joya's to construct, operate and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands pursuant to the La Joya Easements, the Affiliate Parties and County hereby consent to and approve (1) the construction, operation, repair and maintenance of SunZia's proposed Allowable Facilities, the Permitted Uses on the applicable SunZia

Lands and the shared use of the El Cabo Shared Roads; and (2) SunZia's proposed road and utility crossings as expressly identified and approved in the SZW Final Design Plans. Nothing in the foregoing consent and approval shall be deemed a waiver of any right or interest of Pacific Wind under the Pacific Wind Leases, El Cabo or County under the El Cabo Wind Leases or La Joya under the La Joya Easements or be deemed consent or approval by the Affiliate Parties or County of use or activities by SunZia on any portion of the El Cabo Lands or Pacific Wind Land other than the proposed Allowable Facilities and Permitted Uses on applicable portions of the SunZia Lands.

(b) Consent to Landowner Agreements. The Affiliate Parties and County (upon its execution of this Agreement) hereby consent to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B**. From and after the Effective Date, before entering into any other real property agreement pertaining to any portion of the El Cabo Lands, the Pacific Wind Land or the La Joya Lands, the El Cabo Wind Leases, the La Joya Easements or the Pacific Wind Leases set out on **Exhibit A**, or any other real property located in Torrance County, New Mexico under site control at such time by any of the Affiliate Parties, SunZia shall obtain the prior written consent of the applicable Affiliate Party, and County in each applicable case, which consent may not be unreasonably withheld, conditioned or delayed if any such agreement could not reasonably be expected to have a material adverse impact on any of the El Cabo Project, the La Joya Projects, the exclusive rights granted to El Cabo under the El Cabo Wind Leases, the rights granted to La Joya under the La Joya Easements or any other site control agreement then in existence and held by La Joya in connection with the La Joya Projects, the rights granted to Pacific Winds under the Pacific Wind Leases or any other site control agreement then in existence and held by Pacific Wind, or access to or use of any El Cabo Facilities, La Joya Facilities, La Joya Projects or any facilities constructed by Pacific Wind in the future, respectively. The Affiliate Parties and County (effective upon its execution of this Agreement) hereby agree to give due consideration to, and reasonably cooperate with, SunZia's efforts to obtain such grants from fee simple owners of El Cabo Lands, any lands within the La Joya Projects and real property in Torrance County, New Mexico leased to Pacific Wind; provided that the uses permitted by the proposed grants are Gen-Tie Permitted Uses, Collection Permitted Uses, and/or Access Permitted Uses and that such rights are solely related to and in connection with the SunZia Project.

(c) Consent to Use of Shared Roads. Each of the Affiliate Parties hereby consents to use by SunZia and its employees, agents and contractors of the El Cabo Shared Roads approved by the Parties as depicted on **Exhibit D** hereto on the terms and conditions set forth in this Agreement. The El Cabo Shared Roads may be used by SunZia only for the construction, operation and maintenance of the SunZia Facilities located within the SunZia Lands and not in connection with any SunZia facilities located outside of the SunZia Lands. Each of the Affiliate Parties shall have the right to identify certain SunZia New Access Roads within the SunZia Lands that any or all of them wish to share with SunZia ("**SunZia Shared Roads**"). The El Cabo Shared Roads and the SunZia Shared Roads are sometime collectively described herein as the "**Shared Roads**". SunZia's consent to any of the Affiliate Parties' or its employees', agents' or contractors' use of any SunZia New Access Roads within the SunZia Lands may not be unreasonably withheld, conditioned or delayed if any such shared use could not reasonably be expected to have a

material adverse impact on any of the SunZia Facilities, SunZia's activities on the SunZia Lands or access to or use of same, the SunZia Easements, the Permitted Uses or any of the rights granted under the SunZia NMSLO Wind Leases or the SunZia Easement Agreements. Upon SunZia's consent (if given) to the applicable Affiliate Parties' use of the SunZia Shared Roads, the Parties shall amend this Agreement to substitute a revised **Exhibit D** that identifies the SunZia Shared Roads along with the El Cabo Shared Roads. Each Party shall be responsible for any penalty imposed under any agreement with an underlying landowner in connection with trespass, nuisance or driving by its employees, contractors or agents outside the limits of the Shared Roads. Notwithstanding the preceding sentence, if any Party is required to pay penalties to any landowner pursuant to the terms of a lease or easement agreement with the landowner, and such penalties are the result of another Party's employees, contractors or agents driving outside the limits of any Shared Road ("**Reimbursable Penalties**"), the Party whose employees, contractors or agents drove outside the limits shall reimburse the Party that had to pay the landowner for the amount of the Reimbursable Penalties paid, plus any interest or late fees accrued, promptly after receiving an invoice that provides reasonable documentation of the expense. The Party who had to pay the landowner shall use commercially reasonable efforts to negotiate with the landowner to minimize the amount of any such Reimbursable Penalties. Any invoice for Reimbursable Penalties shall be submitted to the Party responsible for the reimbursement within sixty (60) days after receipt from the landowner.

3. Covenant of Noninterference by the Affiliate Parties; Mutual Cooperation.

(a) Noninterference. Each of the Affiliate Parties agrees that it will not construct any new wind turbine within two hundred (200) meters of any SunZia Gen-Tie Lines, if such wind turbine could reasonably be expected to have a material adverse impact on any of the SunZia Facilities, SunZia's activities on the SunZia Lands or access to or use of same, the SunZia Easements, the Permitted Uses or any of the rights granted under the SunZia NMSLO Wind Leases or the SunZia Easement Agreements, all of the foregoing restrictions on the Affiliate Parties being applicable to SunZia's energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If any Affiliate Party or any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by SunZia or any of SunZia's Affiliates, such Affiliate Party and/or its relevant Affiliates shall enter into a build-out agreement with SunZia or its relevant Affiliate that makes SunZia or its relevant Affiliate economically-whole in the event of any wind or transmission interference with its/their projects. SunZia agrees that it will not construct any new wind turbines within two hundred (200) meters of any gen-tie line owned by any of the Affiliate Parties, or any of their successors or assigns, if such wind turbine could reasonably be expected to have a material adverse impact on any energy facilities owned by any of them or any successor or assign of any of them, the El Cabo Project, the La Joya Projects, any rights under any site control agreement then in existence and held by any of the Affiliate Parties or any of their successors or assigns, any activities on any land subject to a lease or easement then in existence in favor of any of the Affiliate Parties or one of their successors or assigns or access to or use of same, all of the foregoing restrictions on SunZia being applicable to any Affiliate Party's or its successors' or assigns' energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If SunZia or

any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by any of the Affiliate Parties or any of their Affiliates, SunZia shall enter into a build-out agreement that makes such Affiliate Party and/or its relevant Affiliates economically-whole in the event of any wind or transmission interference with its/their projects. At least one hundred twenty (120) days before any of the Affiliate Parties or SunZia or any of their Affiliates initiates any new construction within the distances specified above in this Subsection 3(a), said Affiliate Parties or SunZia or its/their relevant Affiliates, as applicable, will provide plans and drawings to the other so that the need for an outage or hot-line-hold may be evaluated, and any other necessary arrangements can be made by affected party. The affected party shall raise any concerns it may have with the proposed improvements within a reasonable time not to exceed 45 days. Any other construction or repowering of existing wind turbines on the El Cabo Lands or La Joya Lands shall be at the sole and absolute discretion of El Cabo and La Joya, respectively.

(b) Mutual Cooperation by SunZia and the Affiliate Parties.

(i) If requested by any of the Affiliate Parties or any of their Affiliates to do so, but subject to no material adverse impact to SunZia or its relevant Affiliates, SunZia shall, and shall cause its Affiliates to, cooperate in good faith to permit the Affiliate Parties or any of their Affiliates (provided that, upon SunZia's or its relevant Affiliates' request, such parties shall enter into a build-out agreement with SunZia and/or its relevant Affiliates that makes SunZia and/or its relevant Affiliates economically-whole in the event of any wind or transmission interference with its/their projects) to (i) share the use of any roads to be constructed by SunZia within the SunZia North Wind Project, or to be constructed by an Affiliate of SunZia on land subject to site control held by that Affiliate, in each case within Torrance, Lincoln or Guadalupe Counties, New Mexico, in connection with the construction, operation and maintenance of any of the Affiliate Parties' or their Affiliates' wind energy, solar energy or energy storage projects to be constructed in Torrance, Lincoln or Guadalupe Counties, New Mexico, on terms and conditions reasonably similar to the terms and conditions for the use of Shared Roads set forth in this Agreement and SunZia shall, or shall cause its Affiliates to, take any commercially reasonable action as may be necessary or appropriate in order to allow for such shared use and (ii) construct, operate and maintain gen-tie lines, transmission lines, collector lines, fiber optic lines, roads and associated facilities across land in Torrance, Lincoln and Guadalupe Counties, New Mexico that is controlled by SunZia or SunZia's Affiliates and located outside of the SunZia Lands, in connection with the construction, operation and maintenance of any of the Affiliate Parties' or their Affiliates' wind energy, solar energy or energy storage project to be constructed by any Affiliate Party or its Affiliates in Torrance, Lincoln or Guadalupe Counties, New Mexico, on terms and conditions reasonably similar to the terms and conditions of this Agreement in which the Affiliate Parties are permitting SunZia to construct, operate and maintain the SunZia Facilities on the SunZia Lands, as applicable. SunZia shall, and shall cause its Affiliates to, take any commercially reasonable action as may be necessary or appropriate in order to allow for such construction. Prior to any shared use of such SunZia roads or

construction of any such gen-tie lines, transmission lines, collector lines, fiber optic lines, roads and associated facilities, the relevant Affiliate Party or their Affiliates, as applicable, shall enter into easements or other land agreements with the owners of such land.

(ii) If requested by SunZia or any of its Affiliates to do so, but subject to no material adverse impact to the any of the Affiliate Parties or their relevant Affiliates, the Affiliate Parties shall, and shall cause their Affiliates to, cooperate in good faith to permit SunZia or any of its Affiliates (provided that, upon any Affiliate Party's or its relevant Affiliates' request, SunZia and/or its relevant Affiliates shall enter into a build-out agreement with such Affiliate Party and/or its relevant Affiliates that makes such Affiliate Party and/or its relevant Affiliates economically-whole in the event of any wind or transmission interference with its/their projects) to (i) share the use of any roads constructed or to be constructed by any of the Affiliate Parties or their Affiliates within any of their respective projects located in Torrance, Lincoln or Guadalupe Counties, New Mexico, in connection with the construction, operation and maintenance of the SunZia Project or any wind energy, solar energy or energy storage projects to be constructed by SunZia or any of its Affiliates in Torrance, Lincoln or Guadalupe Counties, New Mexico, on terms and conditions reasonably similar to the terms and conditions for the use of Shared Roads set forth in this Agreement and the Affiliate Parties shall, or shall cause their Affiliates to, take any commercially reasonable action as may be necessary or appropriate in order to allow for such shared use and (ii) construct, operate and maintain gen-tie lines and transmission lines, collector lines, fiber optic lines, roads and associated facilities across land in Torrance, Lincoln or Guadalupe Counties, New Mexico that is controlled by any of the Affiliate Parties' or any of their Affiliates in connection with the construction, operation and maintenance of any of the Affiliate Parties' or their Affiliates' wind energy, solar energy or energy storage project to be constructed by SunZia or any of its Affiliates in Torrance, Lincoln or Guadalupe Counties, New Mexico, , on terms and conditions reasonably similar to the terms and conditions of this Agreement in which the Affiliate Parties are permitting SunZia to construct, operate and maintain the SunZia Facilities on the SunZia Lands. The Affiliate Parties shall, or shall cause their Affiliates to, take any commercially reasonable action as may be necessary or appropriate in order to allow for such construction. Prior to any shared use of such roads by SunZia or any of its Affiliates or construction of any such gen-tie lines, transmission lines, collector lines, fiber optic lines, roads and associated facilities, SunZia and its relevant Affiliates, as applicable, shall enter into easements or other land agreements with the owners of such land.

4. Coordination. Each of SunZia and the Affiliate Parties agrees to coordinate, and cause its respective employees, agents and contractors to coordinate, with each other in connection with any construction- or maintenance-related activities on El Cabo Lands or Pacific Wind Land, to assure that each Party's activities do not interfere with (i) the El Cabo Project, any El Cabo Facilities, the activities of El Cabo, the access of El Cabo and its contractors to the El Cabo Project and El Cabo Facilities, or any rights granted to El Cabo under the El Cabo Wind Leases;

(ii) the La Joya Facilities located on El Cabo Lands, the activities of La Joya on the El Cabo Lands, the access of La Joya and its contractors to the La Joya Projects or La Joya Facilities located on the El Cabo Lands, or the rights granted to La Joya under any of the La Joya Easements; (iii) the rights granted to Pacific Wind under any of the Pacific Wind Leases; or (iv) the SunZia Project, any SunZia Facilities, the activities of SunZia on the SunZia Land, the access by SunZia and its contractors to the SunZia Project and SunZia Facilities or any rights granted to SunZia under the any of the SunZia NMSLO Wind Leases or the SunZia Easement Agreements.

(a) Pre-Construction Period. Prior to use of El Cabo Lands, La Joya Lands or Pacific Wind Land, SunZia shall prepare and deliver to the Affiliate Parties a description, including current photographs or videos, of the existing condition of the Shared Roads. Said description will be used as a baseline to assess any damage to the Shared Roads caused by the activities of SunZia or its agents, employees or contractors or any subcontractor of the foregoing.

(b) Construction Period. Commencing on the Effective Date until the completion of construction of the SunZia Project, the following requirements apply:

(i) Crossing Plans. Before SunZia's planned crossings of any El Cabo Facilities or La Joya Facilities as shown on Exhibit C, SunZia shall submit to the El Cabo Plant Manager or the La Joya Plant Manager, or both of them if the planned crossing affects El Cabo Facilities and La Joya Facilities, the proposed crossing plans for SunZia's crossings, which crossing plans shall specifically provide all information on the means and methods by which SunZia plans to accomplish each such crossing that would be necessary or appropriate for the plant managers to evaluate the safety of the crossing plans. Each of the El Cabo Plant Manager and/or the La Joya Plant Manager, as applicable, shall have ten (10) business days after receipt of complete crossing plans and information to review and comment on the proposed crossing plans and may request changes deemed by either to be reasonably necessary to minimize the risk of damage to the applicable El Cabo Facilities and/or La Joya Facilities being crossed. If SunZia receives any request(s) for changes to the proposed crossing plans, or if the applicable plant manager or managers have not approved the proposed crossing plans within said 10-day period, SunZia shall investigate to determine what concerns the plant manager has and work to resolve those concerns. SunZia shall not cross any El Cabo Facilities or La Joya Facilities pursuant to the proposed crossing plans until it has received the approval of the El Cabo Plant Manager and/or the La Joya Plant Manager, as applicable, of the proposed crossing plans. Such approval shall not be unreasonably withheld, conditioned or delayed.

(ii) Construction Coordination. Within ten (10) business days after the Effective Date of this Agreement, SunZia shall deliver to the El Cabo Plant Manager and the La Joya Plant Manager a planned construction schedule ("Construction Schedule") and shall update said Construction Schedule regularly to assure that said Plant Managers have current information on planned access and activities of SunZia on the El Cabo Lands. Except in the event of an emergency, if SunZia or any person acting on behalf of SunZia or its contractors wish to access

or conduct any activities on El Cabo Lands that are not accurately reflected in the Construction Schedule (or before delivering the first Construction Schedule), SunZia shall (or shall cause its contractor) to provide the El Cabo Plant Manager and the La Joya Plant Manager with at least five (5) business days' advance notice by e-mail and telephone of the desired access or activities (each an "Access Request"). The El Cabo Plant Manager and the La Joya Plant Manager will confer to determine whether any of the access or activities identified in the Construction Schedule or an Access Request would conflict or interfere in any way with any planned construction, maintenance or operations by El Cabo or La Joya on El Cabo Lands. The El Cabo Plant Manager and La Joya Plant Manager will exercise commercially reasonable, good faith efforts to accommodate the proposed access and/or activities. If either the El Cabo Plant Manager or the La Joya Plant Manager determines that the proposed access or activities would conflict or interfere with any planned construction, maintenance or operations by El Cabo or La Joya on El Cabo Lands, one of them will so notify (a "Conflict Notice") the applicable SunZia Contact identified in Section 4(e), below, by e-mail and telephone within two (2) business days after receiving an Access Request or within five (5) business days after receiving a Construction Schedule or update thereto, as applicable. Upon receipt of a Conflict Notice, SunZia shall confer with the La Joya Plant Manager and/or the El Cabo Plant Manager, as applicable, regarding commercially reasonable options for resolving the identified conflict or interference. The SunZia Contact, the La Joya Plant Manager and/or the El Cabo Plant Manager, as applicable, shall confer in good faith to determine within ten (10) business days after the date of the Conflict Notice (or such longer period as may be mutually agreed) whether there is a commercially reasonable option to resolve the conflict or interference. Neither SunZia nor any person acting on behalf of SunZia or its contractor may proceed with the proposed access or activities identified in a Conflict Notice unless and until the La Joya Plant Manager and/or the El Cabo Plant Manager, as applicable, has provided the SunZia Contact with approval by e-mail of any proposed resolution.

(iii) Emergencies. In the event of an emergency related to work (e.g. line outage, broken insulator, etc.) requiring rapid access to any electrical facilities located on the El Cabo Lands, the SunZia Contact, the El Cabo Plant Manager or the La Joya Plant Manager, as applicable, shall give notice to the others by e-mail and telephone of the emergency and the desired access or activities at least two (2) hours before use of the Shared Roads to deal with the emergency. The SunZia Contact, El Cabo Plant Manager and the La Joya Plant Manager shall confer to coordinate their schedules regarding use of the Shared Roads, provided that priority shall be given to the user with the emergency. If more than one user of the Shared Roads has such an emergency, priority for use shall be in the following order: El Cabo, La Joya and then SunZia. In the event of a medical, natural disaster, fire or other emergency requiring rapid access to any facilities within 200 meters of another Party's facilities located on El Cabo Lands, the SunZia Contact, El Cabo Plant Manager or La Joya Plant Manager, as applicable, or their designee, shall provide real time notice to the others by e-mail and telephone of the emergency and the necessary access, so that the others can accommodate the necessary access. If a



natural disaster emergency affects more than one of the projects, the SunZia Contact, El Cabo Plant Manager and/or La Joya Plant Manager, as applicable, or their designees, shall confer by e-mail or telephone to coordinate necessary access.

(iv) Dust Suppression. At all times during the construction of the SunZia Project on the SunZia Lands, or the use of the El Cabo Shared Roads in connection with the construction of portions of the SunZia wind energy project located outside of the SunZia Lands, SunZia shall conduct, or cause to be conducted, dust suppression and road maintenance in accordance with the following requirements:

- A. Dust from SunZia construction traffic shall be kept to a permissible level for the protection of employees and substation equipment, to meet or exceed all local, state or federal law, rules and regulations and to the reasonable satisfaction of the Affiliate Parties and the affected landowners.
- B. All vehicles using the Shared Roads on the SunZia Lands shall drive slowly to minimize the dust impacts.
- C. Daily dust monitoring inspections shall be made during heavy traffic periods.
- D. Special efforts must be made to suppress the dust along the El Cabo Shared Road from Highway 60 north to one-half (1/2) mile north of the El Cabo substation.
- E. Daily inspection logs must be shared with the El Cabo plant manager on the day of the inspection.
- F. If any Affiliate Party personnel inform the SunZia coordination contact that they are not satisfied with the adequacy of the dust suppression, SunZia shall cause its EPC contractor to correct the deficiency.

(c) Road Maintenance During Construction. SunZia shall maintain the El Cabo Shared Roads at all times during the construction of the SunZia Project on the SunZia Lands, or the use of the El Cabo Shared Roads in connection with the construction of portions of the SunZia wind energy project located outside of the SunZia Lands and shall prevent the El Cabo Shared Roads from wash-boarding. SunZia shall return the El Cabo Shared Roads to at least as good a condition as they were in when SunZia started using them, as documented by the report provided pursuant to Section 4(a). SunZia shall cause its employees, agents and contractors, and all subcontractors thereof, to close all gates on the El Cabo Lands immediately after passing through them. SunZia shall be responsible for reimbursement of the Affiliate Parties for any costs of land disturbance or claims resulting from gates left open caused by its employees, agents or contractors, or any

subcontractors thereof, in accordance with Section 2(c).

(d) Independent Construction Safety Monitor. At all times while constructing the SunZia Facilities parallel to or crossing El Cabo's 345kV gen-tie electric transmission line or La Joya's 345kV gen-tie electric transmission line, near the La Joya or El Cabo transmission line or near El Cabo or La Joya underground or overhead collector lines (collectively the "**High Risk Areas**"), SunZia shall provide an independent third-party safety monitor approved by El Cabo (which approval will not be unreasonably withheld or delayed) who shall: (i) review all potential routes to be taken and shall designate the safest route for each equipment movement and for each construction activity undertaken in the High Risk Areas; and (ii) contact and coordinate with the El Cabo Plant Manager (Craig Weaver at 575.512.7001, craig.weaver@avangrid.com) on a daily basis regarding work to be performed and when crews are entering and leaving the site each day.

(e) Post-Construction Period. Upon completion of construction of the SunZia Project and continuing for the Term, the following requirements apply:

(i) Within a reasonable time after the construction of the SunZia Facilities is completed, SunZia shall deliver to the El Cabo Plant Manager, the La Joya Plant Manager and the Avangrid Director of Field Operations for the area that includes New Mexico ("**Director**") a schedule ("**Maintenance Schedule**") of any planned maintenance of any of the SunZia Facilities that would involve access onto or activities on the SunZia Lands. SunZia shall update said Maintenance Schedule regularly to ensure that said Plant Manager and Director have current information on planned access and activities of SunZia on the El Cabo Lands. Except in an emergency (including, but not limited to, any line outage, broken insulator, etc.), if SunZia or its contractors wish to access or conduct any activities on SunZia Lands that are not accurately reflected in the Maintenance Schedule (or before delivering the first Maintenance Schedule), SunZia shall (or shall cause its contractor to) provide the El Cabo Plant Manager, the La Joya Plant Manager and the Director with at least ten (10) business days' advance notice by e-mail and telephone of the desired access or activities by SunZia (each a "**Post-Construction Access Request**"). The El Cabo Plant Manager, the La Joya Plant Manager and the Director will confer to determine whether any of the access or activities identified in the Maintenance Schedule or a Post-Construction Access Request is reasonably likely to conflict or interfere in any way with any planned maintenance or operations by any of the Affiliate Parties or their Affiliates, and they will exercise commercially reasonable, good faith efforts to accommodate SunZia's proposed access and/or activities. If the El Cabo Plant Manager, the La Joya Plant Manager or the Director determines that any of SunZia's proposed access or activities would conflict or interfere with any planned maintenance or operations by any Affiliate Party on the El Cabo Lands or Pacific Wind Land, such individual will deliver notice (a "**Post-Construction Conflict Notice**") to the SunZia Contact identified in Section 4(d), below, by e-mail and telephone within four (4) business days after receiving a Post-Construction Access Request or within ten (10) business days after receiving a Maintenance Schedule or update thereto, as applicable. Upon receipt of a Post-Construction Conflict Notice, SunZia shall confer with the El Cabo Plant

Manager or the La Joya Plant Manager, as applicable, regarding commercially reasonable options for resolving the identified conflict or interference. The SunZia Contact, the La Joya Plant Manager and/or the El Cabo Plant Manager, as applicable, shall confer in good faith to determine whether there is a commercially reasonable option to resolve the conflict or interference. SunZia may not proceed with the proposed access or activities identified in a Post-Construction Conflict Notice unless and until the El Cabo Plant Manager and/or the La Joya Plant Manager, as applicable, has provided the SunZia Contact with approval by e-mail of any proposed resolution.

(ii) Emergencies. In the event of a medical, natural disaster, fire or other emergency (including, but not limited to, any line outage, broken insulator, etc.) requiring rapid access to any facilities located within 200 meters of another Party's facilities located on El Cabo Lands or Pacific Wind Land, the SunZia Contact, El Cabo Plant Manager, the La Joya Plant Manager or Director, as applicable, or their designee, shall provide real time notice to the others by e-mail and telephone of the emergency and the necessary access, so that the others can accommodate the necessary access. If any such emergency affects more than one of the projects, the SunZia Contact, El Cabo Plant Manager, La Joya Plant Manager and/or Director, as applicable, or their designees, shall confer by e-mail or telephone to coordinate necessary access.

(f) Coordination Contacts. The names and contact information of the current SunZia Contact, La Joya Plant Manager, El Cabo Plant Manager and Director of Field Operations (each a "Coordination Contact") are set forth below. SunZia, El Cabo or La Joya may change the name and/or contact information for a Coordination Contact by giving notice to the other Parties in accordance with the notice provisions set forth in Section 18, below.

El Cabo Plant Manager:

Craig Weaver  
24314 Hwy 60  
Encino, NM 88321  
Telephone: (575) 512-7001  
E-Mail: [craig.weaver@avangrid.com](mailto:craig.weaver@avangrid.com)

La Joya Plant Manager:

Cody Herring  
409 Eshleman Road  
Encino, NM 88321  
Telephone: (940) 229-0825  
Email: [cody.herring@avangrid.com](mailto:cody.herring@avangrid.com)

Director, Field Operations Region 5:

David Montes  
Director, Field Operations Region 5  
4526 Stony Creek Dr.  
Corpus Christi, TX 78413  
Telephone: (361) 296-5297  
[David.Montes@Avangrid.com](mailto:David.Montes@Avangrid.com)

SunZia Contact:

Dean Prescott  
Senior Project Manager, Wind  
4275 Executive Square #825  
La Jolla, CA 92037  
Telephone: (407) 403-1032  
Email: [dean.prescott@patternenergy.com](mailto:dean.prescott@patternenergy.com)

5. Insurance. Before commencing any work on the SunZia Lands, or using any of the El Cabo Shared Roads for any purpose, SunZia shall obtain and maintain, and shall cause all of its contractors and subcontractors doing any work on SunZia Lands or using the El Cabo Shared Roads for any purpose, to obtain and maintain, at their own expense, insurance of the types and with the minimum limits, terms and conditions described in this Section 5. Such insurance shall be maintained until completion of construction of the SunZia Project and termination of all use of the El Cabo Shared Roads.

(a) Failure to Obtain or Maintain Insurance. Failure by SunZia to obtain and maintain, and cause all of the contractors and subcontractors working on SunZia Lands to obtain and maintain, the insurance coverages required by this Section 5 shall constitute a breach of this Agreement. In such event, any Affiliate Party may require SunZia to pay for reasonable attorneys' fees, reasonable expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided under the insurance required by this Section 5.

(b) Certificates of Insurance. Before commencing any work on SunZia Lands or using the El Cabo Shared Roads, SunZia shall cause the Affiliate Parties to be included as additional insureds on all policies required by this Section 5 and shall provide the Affiliate Parties with Certificates of Insurance and all required endorsements, evidencing SunZia's or its contractors' and subcontractors', as the case may be, possession of insurance with the minimum coverages and limits required by this Section 5. Each Certificate of Insurance shall reference the Affiliate Parties as the certificate holders and additional insureds. Certificates of Insurance shall be provided to the Affiliate Parties annually thereafter until completion of construction of the SunZia Project and use of the El Cabo Shared Roads, and additionally from time to time if requested by any Affiliate Party. Within ten (10) calendar days of receipt of notice of cancellation, reduction in coverage, or non-renewal, SunZia shall provide the Affiliate Parties with certificates evidencing replacement or reinstatement of the required coverages. Failure of any Affiliate Party to demand certificates, endorsements, or other evidence of full compliance with the insurance

requirements set forth in this Section 5, or failure by any Affiliate Party to identify a deficiency from evidence that is provided, shall not be construed as a waiver of SunZia's obligation to maintain such insurance or cause such insurance to be maintained by its contractors and subcontractors.

(c) Required Insurance. Each insurance policy required by this Section 5 shall be placed with an insurance company or companies licensed to write insurance in the State of New Mexico and that has an A.M. Best's Rating of not less than "A-" or equivalent rating from another nationally recognized rating agency. All insurance where the Affiliate Parties are additional insureds must provide that the policy will respond to claims or suits by any of the Affiliate Parties against SunZia or its contractors or subcontractors. All commercial general liability insurance policies must be written on an "occurrence" basis. All general liability policies, auto liability policies and pollution liabilities policies must provide thirty (30) days' prior written notice of cancellation to the Affiliate Parties (10 days' prior written notice for failure to pay premium). However, if insurers are not willing or able to provide such notice, then this obligation shall be borne by SunZia. All of the insurance coverages required by this Section 5 shall be primary to any and all other insurance coverage maintained by any of the Affiliate Parties. None of the requirements set forth in this Section 5 as to types, limits and approval of insurance coverage to be maintained are intended to, nor shall they in any manner, limit or qualify the liabilities and obligations of SunZia under this Agreement.

(i) If at any time SunZia, or any agent, contractor or subcontractor thereof has employees performing work on SunZia Lands or using the El Cabo Shared Roads, shall maintain Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements (including occupational disease) of the State of New Mexico and the state of hire, if different. Employer's Liability Coverage shall be provided with limits not less than \$1,000,000 per occurrence and in aggregate. Terms and conditions shall include: USL&H, where applicable by law; all states endorsement where applicable by law. If SunZia, its agents, contractors or subcontractors, leases one or more employees through the use of a payroll, employee management or other company, SunZia must procure, or, if applicable, cause its agents, contractors or subcontractors to procure, workers' compensation insurance to cover leased employees or cause the payroll, employee management or other company that is providing the lease employee to procure and maintain worker's compensation coverage which shall include an endorsement providing coverage for SunZia, or its contractors or subcontractors, as the case may be, as Alternate Employer.

(ii) Business Automobile Liability Insurance covering all owned (if applicable), hired and non-owned vehicles used in connection with work on the SunZia Lands or that use the El Cabo Shared Roads with limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, which shall apply as primary and non-contributory insurance. The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance, or use of any motorized vehicle on or off the SunZia Lands, including contractual liability coverage. The policy must include the Affiliate Parties as

additional insureds on a primary and non-contributory basis and shall also be endorsed to include a waiver of subrogation in favor of the Affiliate Parties. Limit may be satisfied by a combination of primary and the excess/umbrella liability policies required pursuant to Subsection 5 (c) (iii), below.

(iii) General Liability (Comprehensive or Commercial Form) Insurance, including coverage for Premises/Operations, Underground/Explosion & Collapse Hazard, Products/Completed Operations, Contractual Liability specifically insuring the indemnity provisions in this Agreement, Independent Contractors, Broad Form Property Damage, and Personal Injury in the following form and amounts: ISO Form CG 00 01 or its functional equivalent, per Occurrence - \$1,000,000; General Aggregate - \$2,000,000; Products Completed - \$2,000,000; Personal and Advertising Injury - \$1,000,000; with the following endorsements or provisions: Contractual Liability Amendment; Explosion, Collapse, Underground Coverage; Independent Contractors Coverage; Broad Form Property Damage; No Punitive or Exemplary Damages Exclusion where permitted by law. The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage. An Umbrella/Excess Liability policy shall include coverage in the following form and amounts: written on a Follow Form Basis Per Occurrence - \$5,000,000; General Aggregate - \$5,000,000; Products/Completed Operations - \$5,000,000; Personal & Advertising Injury - \$5,000,000, with Underlying Policies: Commercial General Liability, Auto Liability and Employer's Liability. The policy or policies must be endorsed to include the Affiliate Parties as additional insureds on a primary and non-contributory basis, including both ongoing and completed operations for Commercial General Liability Insurance, and the policy or policies shall also be endorsed to include a waiver of subrogation in favor of the Affiliate Parties.

(iv) Pollution liability insurance covering losses caused by pollution conditions that arise from SunZia's activities on SunZia Lands, off-site and in-transit exposures, and loading and unloading. Coverage shall include bodily injury, personal injury, sickness, disease sustained by any person, including death; property damage or destruction, including loss of use; clean-up costs; property damage including loss of use of damaged property or property not physically injured or destroyed, including diminution of value and natural resources damages; defense costs including costs, charges and expenses incurred in investigation, adjustment or defense of claims; and broad-form contractual liability coverage. Contractual liability shall not contain limiting endorsements. Coverage limits shall not be less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

6. Signs. SunZia shall place and maintain the following signs on all roads used by SunZia and/or its employees, agents, contractors or subcontractors thereof:

(a) High Voltage. At all locations where a SunZia New Access Road will cross underneath an El Cabo or La Joya overhead line located on SunZia Lands, SunZia shall

place and permanently maintain, at locations specified by any of the Affiliate Parties, as applicable, signs supplied by any of the Affiliate Parties, as applicable, warning that a driver is approaching a high voltage overhead line.

(b) No Access by SunZia. At all locations where SunZia New Access Roads cross or intersect with El Cabo or La Joya access roads other than El Cabo Shared Roads, SunZia shall place and permanently maintain, at locations specified by any of the Affiliate Parties, as applicable, signs supplied by any of the Affiliate Parties, as applicable, identifying the roads that SunZia and its contractors are not permitted to use.

7. Impact Fee. Within three (3) business days after the execution and delivery of this Agreement, SunZia shall pay to El Cabo, as a fiduciary on behalf of El Cabo and La Joya, a one-time aggregate payment of Two Hundred Thousand Dollars (\$200,000.00) ("Impact Fee") to reimburse El Cabo and La Joya for impacts on the El Cabo Project and La Joya Projects reasonably anticipated in connection with the construction of the SunZia Project on SunZia Lands and installation of the Allowable Facilities on SunZia Lands, including, but not limited to, with respect to the costs of purchase and installation of signage and the time spent by employees and agents of El Cabo in connection with construction monitoring. The Parties acknowledge and agree that the foregoing Impact Fee is a reasonable estimation of costs to conduct construction monitoring and similar work during construction, and that El Cabo shall not be required to account for the use of such Impact Fee. No portion of the Impact Fee will be reimbursable to SunZia. The Impact Fee is compensation only for such construction-period impacts and not for damage to El Cabo Facilities or La Joya Facilities (including roads), post-construction maintenance or any interruption in the flow of power or communications through any of the El Cabo or La Joya lines.

8. Post-Construction Road Maintenance. SunZia acknowledges and agrees that SunZia's ongoing, post-construction, use of the El Cabo Shared Roads for maintenance of the Allowable Facilities may increase El Cabo's and La Joya's costs of routine maintenance and repair of the El Cabo Shared Roads. Each of the Affiliate Parties acknowledges and agrees that any use that they make of the SunZia Shared Roads may increase SunZia's costs of routine maintenance and repair of the SunZia Shared Roads. Each Party using any Shared Roads of another Party shall reimburse the Party that constructed the Shared Road, as applicable, for a portion of the costs of maintenance and repair attributable to its actual documented use of the Shared Roads, as reasonably determined by the Party that owns the Shared Road, as applicable, promptly after receipt of an invoice and reasonable supporting documentation for the same. Such invoice shall include a description and reasonable supporting documentation with respect to the total amount of such maintenance and repair costs and a breakdown of the amounts attributable to the Affiliate Parties and SunZia. For clarity, "maintenance and repair" means work and materials only necessary to keep the Shared Roads minimally passable for 4x4 vehicles and ATVs that traverse the roads for occasional inspection and maintenance, including grading and graveling of washed-out or otherwise damaged sections and costs of upgrading Shared Roads by paving, chip-and-sealing, oiling, or similar work.

9. Damages.

(a) Notice and Repair of Damages. Throughout the Term (as defined in Section 13 below), each of the Affiliate Parties and SunZia agrees to notify the



Coordination Contact of the others within twenty-four (24) hours, by telephone and email, of any damage to any facilities (including roads) of the others within El Cabo Lands or Pacific Wind Land caused by it or its contractor. Each of the Affiliate Parties and SunZia agrees to repair all such damage caused by it or its contractors, or arising as a result of activities of it or its contractors, at its sole expense within fifteen (15) business days, or to reimburse the Party whose facilities are damaged for expenses incurred for the repair of such damage within thirty (30) days after receiving an invoice from the damaged Party, which invoice reasonably sets forth such expenses incurred in repairing the damage. Not more than 48 hours after delivering notice of any such damage, the Party that caused the damage shall notify the Coordination Contact of the impacted Party whether the damaging Party will conduct the repair work required within the fifteen (15) day period or elects to reimburse the damaged Party for the costs and expenses of repair. However, if the Parties agree that it would be better to delay the repair of any such damage for any reason, the deadlines set forth above in this Subsection 9(a) shall be extended as agreed by the Parties.

(b) Interruption of Electrical Power. To the extent that SunZia's Allowable Facilities or the activities of SunZia, its successors, assigns, agents, employees, contractors or anyone acting under SunZia's authority, require or cause any disruption to the flow of electrical power through any of the Affiliate Parties' collection or transmission lines and/or curtailment of some or all of the energy production from the El Cabo Project, the La Joya Projects or any energy or storage project developed by any of the Affiliate Parties or any of their Affiliates that includes SunZia Land (including the cash value of any lost tax credits, on an After-Tax Basis, penalties imposed on El Cabo or La Joya or damages payable by El Cabo or La Joya to a power purchaser or the transmission service provider and any associated or related costs and/or expenses, including total payments lost for products (including energy, green attributes, capacity or other products) sold under any applicable power purchase agreement not generated and delivered, any resource adequacy or availability incentive or bonus payments lost, and any resource adequacy payment charges, minimum energy delivery obligation charges, or other penalties, costs or charges incurred, under any power purchase agreement, transmission tariff or otherwise) (collectively "Power Production Losses"), SunZia shall promptly reimburse the affected Affiliate Parties, for the Power Production Losses. The amount of the Power Production Losses shall be determined by the affected Affiliate Parties, in a commercially reasonable manner within thirty (30) days after the time when the disruption and/or curtailment has terminated, and in such case the affected Affiliate Parties will provide calculations for such amounts. If the interruption in power flow results from damage to facilities owned by any Affiliate Party by SunZia, its successors, assigns, agents, employees, contractors or anyone acting under SunZia's authority, upon request from any Affiliate Party, SunZia's personnel and its contractors shall vacate the SunZia Lands, as applicable, until the flow of power is restored and the affected Affiliate Parties, have been fully compensated for all damage and loss of production and revenue.

(c) Build-Out Agreement. On April 23, 2018, El Cabo and Avangrid Renewables, LLC ("**Avangrid**") entered into a Build-Out Agreement (the "**BOA**") which set out the rights, obligations and restrictions binding on and in favor of El Cabo and Avangrid and their respective Affiliates with respect to: (i) the economic effects on the El Cabo Project as a result of the Wind Interference Effect, the O&M Effect and the Transmission Effect (each as defined in the BOA) caused by the implementation of any Subsequent Phase of a Subsequent Project (each as defined in the BOA) within the El Cabo Project Territory (as defined in the BOA). A Memorandum of Build-Out Agreement, dated April 23, 2018, was recorded in the official real property records of Tarrant County, New Mexico under File No. 002181204, Book 338, Page 3573. Some of the interests and obligations of Avangrid under the BOA were assigned to and assumed by SunZia pursuant to that certain Partial Assignment and Assumption of Effects Agreement dated July 31, 2019 (the "**Partial Assignment**"). SunZia has received true and correct copies of the BOA and Partial Assignment. The BOA and Partial Assignment were included in the list of contracts to which SunZia was a party in the Amended and Restated Purchase and Sale Agreement by and between Pattern Renewables 2 LP ("**Pattern**") as buyer and Avangrid as seller dated July 31, 2019, pursuant to which Avangrid sold the membership interests in SunZia to Pattern. Accordingly, SunZia acknowledges and confirms that it is bound by the terms of the BOA.

10. Indemnification by SunZia. SunZia (together with Pattern Energy Group LP until the commercial operations date of the SunZia Project) hereby agrees to release, indemnify, defend and hold harmless each of the Affiliate Parties and each of the Affiliate Parties' respective officers, directors, employees, agents, successors and assigns (each an "**El Cabo Indemnified Party**") and collectively the "**El Cabo Indemnitees**"), and County and each of County's commissioners, officers, directors, employees, agents, successors and assigns (each a "**County Indemnified Party**") and collectively the "**County Indemnitees**") for, from and against any claims, actions, losses, damages, demands, costs, expenses (including but not limited to reasonable attorneys' fees) or liabilities (collectively "**Claims**"), whether to persons or property, resulting from, arising out of, or in connection with any act, action, negligence, omission or default on the part of SunZia or its employees, agents, contractors, invitees, successors or assigns, on El Cabo Lands or Pacific Wind Land, or an action authorized by, through or under SunZia to be taken on El Cabo Lands or Pacific Wind Land, or any part thereof, or any breach of this Agreement by SunZia, but shall exclude: any Claims to the extent such Claims are (i) caused by (a) the gross negligence or willful misconduct of any El Cabo Indemnitees or any County Indemnitees or any Affiliate of El Cabo, or (b) reasonable reliance on the representations and warranties of the Affiliate Parties under this Agreement, or (ii) prohibited under the New Mexico Anti-Indemnity Statute, NMSA 1978, § 56-7-1.

11. Indemnification by the Affiliate Parties.

(a) Indemnification by El Cabo. El Cabo hereby agrees to release, indemnify, defend and hold harmless SunZia and each of SunZia's officers, directors, employees, agents, successors and assigns (each a "**SunZia Indemnified Party**") and collectively the "**SunZia Indemnitees**") and County and each County Indemnified Party for, from and against any Claims, whether to persons or property, resulting from, arising

out of, or in connection with any act, action, negligence, omission or default on the part of El Cabo or its employees, agents, contractors invitees, successors or assigns, on El Cabo Lands, or an action authorized by, through or under El Cabo to be taken on El Cabo Lands, or any part thereof, or any breach of this Agreement by El Cabo, but shall exclude claims to the extent any claim is (i) caused by (a) the gross negligence or willful misconduct of any SunZia Indemnitees or County Indemnitees or any Affiliate of SunZia, or (b) reasonable reliance on the representations and warranties of SunZia under this Agreement, or (ii) prohibited under the New Mexico Anti-Indemnity Statute, NMSA 1978, § 56-7-1.

(b) Indemnification by La Joya. La Joya hereby agrees to release, indemnify, defend and hold harmless the SunZia Indemnitees and County Indemnitees for, from and against any Claims, whether to persons or property, resulting from, arising out of, or in connection with any act, action, negligence, omission or default on the part of La Joya or its employees, agents, contractors invitees, successors or assigns, on El Cabo Lands, or an action authorized by, through or under La Joya to be taken on El Cabo Lands, or any part thereof, or any breach of this Agreement by La Joya, but shall exclude claims to the extent any claim is (i) caused by the gross negligence or willful misconduct of any SunZia Indemnitees or County Indemnitees or any Affiliate of SunZia or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1.

(c) Indemnification by Pacific Wind. Pacific Wind hereby agrees to release, indemnify, defend and hold harmless the SunZia Indemnitees and County Indemnitees for, from and against any Claims, whether to persons or property, resulting from, arising out of, or in connection with any act, action, negligence, omission or default on the part of Pacific Wind or its employees, agents, contractors invitees, successors or assigns, on the Pacific Wind Land, or an action authorized by, through or under Pacific Wind to be taken on the Pacific Wind Land, or any part thereof, or any breach of this Agreement by Pacific Wind, but shall exclude claims to the extent any claim is (i) caused by the gross negligence or willful misconduct of any SunZia Indemnitees or County Indemnitees or any Affiliate of SunZia or (ii) prohibited under the New Mexico Anti-indemnity Statute, NMSA 1978, §56-7-1.

12. Security. Before bringing any equipment other than pickup trucks and ATVs onto El Cabo Lands or Pacific Wind Land, to secure its obligations under this Agreement, SunZia must provide and maintain until completion of construction (except for cleanup and inspection using pickup trucks and ATVs) of the SunZia Project on SunZia Lands and the satisfaction of any obligations of SunZia that remain due at such time under this Agreement, a Letter of Credit, as required by this Section 12 and in form and content approved by the Affiliate Parties, which approval will not be unreasonably withheld, conditioned or delayed. If, at any time before such completion of the SunZia Project on SunZia Lands, the issuer of the Letter of Credit fails to be a Qualifying Institution (as defined in Subsection 12(b) below), within ten (10) Business Days, SunZia must provide to the Affiliate Parties and maintain a replacement Letter of Credit. At its sole discretion, SunZia may at anytime replace the Letter of Credit with a replacement letter of credit issued under its Letter of Credit Facility associated with closing construction financing provided that said replacement Letter of Credit complies with all requirements of this Section 12 and is approved by the Affiliate Parties, which approval will not be unreasonably withheld,

conditioned or delayed. Any of the Affiliate Parties shall be entitled to draw upon the Letter of Credit, including any replacement Letter of Credit, for any amounts owing by SunZia under this Agreement that have not been timely paid. If no obligations or liabilities remain due by SunZia to any Affiliate Party pursuant to this Agreement upon completion of construction (except for cleanup and inspection using pickup trucks and ATVs) of the SunZia Project located on SunZia Lands, then the Affiliate Parties must return any remaining Letter of Credit to SunZia within sixty (60) days following their receipt of written notice of such completion.

(a) Letter of Credit. As used in this Agreement, "Letter of Credit" means an irrevocable standby letter of credit issued by a Qualifying Institution, in form and substance reasonably acceptable to El Cabo, La Joya and Pacific Wind in a face amount equal to Eighteen Million Dollars (\$18,000,000.00) and naming each of El Cabo, La Joya and Pacific Wind as the parties entitled to demand payment and present draw requests that:

(i) by its terms, permits any of the Affiliate Parties to draw up to the face amount thereof for the purpose of paying any and all amounts owing by SunZia to any of the Affiliate Parties under this Agreement that have not been timely paid; and

(ii) permits any of the Affiliate Parties to draw the entire amount available if such Letter of Credit is not renewed or replaced at least thirty (30) days before its stated expiration date with a substitute Letter of Credit in accordance with the requirements of this Section 12.

(b) Qualifying Institution. As used in this Agreement, "Qualifying Institution" means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least Ten Billion Dollars (\$10,000,000,000), net of reserves.

(c) Replenishment. To the extent any of the Affiliate Parties draw on the Letter of Credit, SunZia must, within thirty (30) days following such draw, replenish or reinstate the Letter of Credit to the full amount. If the Letter of Credit will terminate or expire by its terms within thirty (30) days and SunZia has not delivered a replacement Letter of Credit to the Affiliate Parties, then any of the Affiliate Parties shall be entitled to draw the full amount of the Letter of Credit and to hold such amount as security until such time as SunZia delivers a replacement Letter of Credit to the Affiliate Parties. SunZia shall not earn or be entitled to any interest on any such amounts held.

(d) Letter of Credit Not a Limit on Liability. The Letter of Credit security required by this Section 12 constitutes security for, but is not a limitation of, SunZia's obligations and liabilities under this Agreement and is not the Affiliate Parties' exclusive remedy for SunZia's failure to perform in accordance with this Agreement.

(e) Replacement Letter of Credit. In the event of any permitted assignment of the rights and obligations under this Agreement by any of the Affiliate Parties, SunZia will use good faith efforts to cause any Letter of Credit required to be provided under this Section 12 to be amended or replaced as may be necessary to cause the

assignee to be a beneficiary thereunder.

13. Term. Unless earlier terminated pursuant to Section 16(e)(i), the term ("Term") of this Agreement shall commence on the Effective Date and shall continue until the earlier to occur of (i) the date the El Cabo Wind Leases, La Joya Easements and Pacific Wind Leases have terminated and all El Cabo Facilities, La Joya Facilities and any facilities of an Affiliate of Pacific Wind have been removed from El Cabo Lands and Pacific Wind Land (but in no event shall the Term continue beyond eighteen (18) months following the termination of such leases and easements), or (ii) the date the SunZia Facilities have been removed from the SunZia Lands.

14. SunZia Lender Protections.

(a) Right to Encumber. SunZia may at any time mortgage, collaterally assign or otherwise encumber and grant security interests to any entity ("Lender") all of SunZia's interest under this Agreement and to the rights created by this Agreement, without the consent of the Affiliate Parties or County. SunZia shall promptly provide written notice to the Affiliate Parties of any such Lender, including the contact information for such Lender. In the absence of such notice, an Affiliate Party shall have no obligation to identify SunZia's Lenders or provide any notice or cure rights to such Lenders as described in this Section 14.

(b) Affiliate Parties' Obligations. As a precondition to exercising any rights or remedies related to any alleged default by SunZia under this Agreement, the affected Affiliate Party shall give written notice of the default to each Lender disclosed to the Affiliate Party by written notice from SunZia, at the same time the Affiliate Party delivers notice of default to SunZia specifying in detail the alleged event of default and the required remedy. Each Lender so notified shall have the same amount of time to cure the default as to SunZia's interest in this Agreement as is given to SunZia, and the same right to cure any default as SunZia or to remove any property of SunZia or Lender located on the SunZia Lands. The cure period for each Lender shall begin to run at the end of the cure period given to SunZia in this Agreement, but in no case shall the cure period for any Lender be less than the cure rights provided in Section 14(d). Failure by the affected Affiliate Parties to give each such Lender notice of default (in accordance with this Section 14(b)) shall not diminish the Affiliate Parties' rights against SunZia but shall preserve all rights of each such Lender to cure any default and to remove any property of SunZia or the Lender located on the SunZia Lands.

(c) Lender Obligations. Any Lender that does not directly hold an interest under this Agreement, or whose interest is held solely for security purposes, shall have no obligation or liability to the Affiliate Parties or County for performance of SunZia's obligations under this Agreement prior to the time the Lender directly holds an interest in this Agreement, or succeeds to the title of SunZia. A Lender shall be liable to perform the obligations of SunZia to the Affiliate Parties and County under this Agreement only for and during the period it directly holds such interest.

(d) Right to Cure Defaults; Notice of Defaults; Right to New Crossing Agreement. To prevent termination of this Agreement or any partial interest in this Agreement, any Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement or any interest in this Agreement. In the event of an uncured default by SunZia, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, each Lender that is not in default of its obligations to SunZia, shall have the right to have the applicable Affiliate Parties recognize the Lender's interest or grant a new consent and crossing agreement substantially identical to this Agreement. Under the new consent and crossing agreement, the Lender shall be entitled to, and the applicable Affiliate Parties shall not disturb, Lender's continued use and enjoyment for the remainder of the Term of this Agreement, providing that all defaults on obligations to the applicable Affiliate Parties have been cured.

(e) Extended Cure Period. If any default by SunZia under this Agreement cannot be cured without obtaining possession or the right to use of all or part of this Agreement, then any such default shall be deemed remedied if a Lender: (a) within sixty (60) days after notice from any of the Affiliate Parties is given in accordance with Section 13.2, acquires possession or the right to use all or part of the Allowable Facilities, or begins appropriate judicial or non-judicial proceedings to obtain the same; (b) diligently prosecutes such proceedings to completion; and (c) after gaining possession or the right to use of all or part of this Agreement performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If a Lender is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

(f) Certificates, etc. The Affiliate Parties shall execute, promptly but no later than thirty (30) days from receipt of prior written notice from time to time given by SunZia or by any existing or proposed Lender, consents to collateral assignment, non-disturbance agreements or estoppel certificates as SunZia or any existing or proposed Lender may reasonably request from time to time, provided that such consents, non-disturbance agreements, and estoppel certificates do not increase the Affiliate Parties' respective burdens and obligations under this Agreement, or diminish such Affiliate Parties' rights hereunder.

15. Affiliate Parties' Lender Protections.

(a) Right to Encumber. Each Affiliate Party may, at any time, mortgage, collaterally assign or otherwise encumber and grant security interests to any entity ("El Cabo Lender") its respective interest under this Agreement and to the rights created by this Agreement, without the consent of SunZia. The applicable Affiliate Party shall promptly provide written notice to SunZia of any such El Cabo Lender, including the contact information for such El Cabo Lender. In the absence of such notice, SunZia shall not have any obligation to identify or provide any notice or cure rights described in this Section 15.

(b) SunZia's Obligations. As a precondition to exercising any rights or remedies related to any alleged default by any of the Affiliate Parties under this Agreement, SunZia shall give written notice of the default to each El Cabo Lender of which SunZia has received notice and contact information at the same time it delivers notice of default to such Affiliate Party specifying in detail the alleged event of default and the required remedy. Each El Cabo Lender so notified shall have the same amount of time to cure the default as to such Affiliate Party's interest in this Agreement as is given to the Affiliate Parties, and the same right to cure any default as the Affiliate Parties or to remove any property of the applicable Affiliate Party or El Cabo Lender on the SunZia Lands. The cure period for each El Cabo Lender shall begin to run at the end of the cure period given to the Affiliate Parties in this Agreement but in no case shall the cure period for any El Cabo Lender be less than the cure rights provided in Section 15(d). Failure by SunZia to give each such El Cabo Lender (of which SunZia has notice and contact information) notice of default (in accordance with this Section 15(b)) shall not diminish SunZia's rights against the applicable Affiliate Party but shall preserve all rights of each such El Cabo Lender to cure any default and to remove any property of an Affiliate Party or the El Cabo Lender located on the SunZia Lands.

(c) El Cabo Lender Obligations. Any El Cabo Lender that does not directly hold an interest under this Agreement, or whose interest is held solely for security purposes, shall have no obligation or liability to SunZia for performance of an Affiliate Party's obligations under this Agreement prior to the time the El Cabo Lender directly holds an interest in this Agreement, or succeeds to title of such Affiliate Party. An El Cabo Lender shall be liable to perform all obligations of an Affiliate Party to SunZia under this Agreement only for and during the period it directly holds such interest.

(d) Right to Cure Defaults; Notice of Defaults; Right to New Crossing Agreement. To prevent termination of this Agreement or any partial interest in this Agreement, any El Cabo Lender shall have the right, but not the obligation, at any time, to perform any act necessary to cure any default and to prevent the termination of this Agreement or any interest in this Agreement. In the event of an uncured default by an Affiliate Party, or in the event of a termination of this Agreement by agreement, by operation of law or otherwise, each El Cabo Lender shall have the right to have SunZia either recognize the El Cabo Lender's interest or grant a new consent and crossing agreement substantially identical to this Agreement. Under any such new consent and crossing agreement, the El Cabo Lender shall be entitled to, and SunZia shall not disturb, such El Cabo Lender's continued use and enjoyment for the remainder of the Term, providing that all defaults on obligations to SunZia by the Affiliate Party have been cured.

(e) Extended Cure Period. If any default by an Affiliate Party under this Agreement cannot be cured without obtaining possession or the right to use of all or part of this Agreement, then any such default shall be deemed remedied if an El Cabo Lender: (a) within sixty (60) days after notice from SunZia is given in accordance with Section 15(b), acquires possession or the right to use of all or part of the project of the Affiliate Party, or begins appropriate judicial or non-judicial proceedings to obtain the same; (b) diligently prosecutes such proceedings to completion; and (c) after gaining possession or the right to



use of all or part of this Agreement performs all other obligations as and when the same are due in accordance with the terms of this Agreement. If an El Cabo Lender is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

(f) Certificates, etc. SunZia shall execute, promptly but no later than thirty (30) days from receipt of prior written notice from time to time given by any of the Affiliate Parties or by any existing or proposed El Cabo Lender, consents to collateral assignment, non-disturbance agreements or estoppel certificates as such Affiliate Parties or any existing or proposed El Cabo Lender may reasonably request from time to time provided that such consents, non-disturbance agreements, and estoppel certificates do not increase SunZia's burdens and obligations under this Agreement, or diminish SunZia's rights hereunder.

16. Default and Remedies.

(a) Demand for Payment or Performance. Upon failure of SunZia or any of the Affiliate Parties to make or cause to be made any payment required pursuant to this Agreement when due and owing, or to perform or cause to be performed, or fail to comply with or cause to be complied with, any other obligation to be performed by it or its employees, agents or contractors pursuant to the terms, covenants and conditions contained in this Agreement, any of the other Parties may make written demand upon said defaulting Party for such payment or performance.

(b) Payment Defaults. If SunZia or any of the Affiliate Parties (a "**Defaulting Party**") fails to make or cause to be made a payment when due and owing pursuant to the terms, covenants and conditions contained in this Agreement, and such failure is not cured by such Defaulting Party within twenty (20) business days following the date on which such Defaulting Party receives a demand with respect to such failure made pursuant to Section 16(a), such failure shall, upon the expiration of said twenty (20) business day period, constitute a default by such Defaulting Party for purposes of this Agreement; provided, however, that if such payment is timely made under protest pursuant to Section 16(d), a default by such Defaulting Party with respect to such payment shall not be deemed to have occurred.

(c) Performance Defaults. If a Defaulting Party fails to perform or cause to be performed any obligation (other than a payment obligation) to be performed by it pursuant to the terms, covenants and conditions contained in this Agreement and such failure is not cured by such Defaulting Party within forty-five (45) days following the date on which such Defaulting Party receives a demand with respect to such failure made pursuant to Section 16(a), or, if it is not reasonably practicable to cure such failure within said forty-five (45) day period, within a reasonable period following the date on which such Defaulting Party receives such demand, provided that the Defaulting Party commences such cure within the 45 day period and diligently prosecutes such cure to completion, such failure shall, upon the expiration of the applicable grace period pursuant to this Section 16(c), constitute a default by such Defaulting Party for purposes of this Agreement;

provided, however, that if such obligation is timely performed under protest pursuant to Section 16(d), a default by such Defaulting Party with respect to such performance shall not be deemed to have occurred.

(d) Disputed Defaults. If a Defaulting Party disputes a default asserted against it by written demand pursuant to Section 16(a), then such Defaulting Party may make or cause to be made payment of any sums in dispute or perform the obligation in dispute under protest and without prejudice to any rights or remedies that such Defaulting Party may have pursuant to any provision of this Agreement or at law or in equity. The Defaulting Party purportedly in default shall (i) deliver such protest in writing to each other Party making demand with respect thereto, specify in such protest the reasons upon which the protest is based and (iii) deliver a copy of such protest to each non-demanding Party in accordance with the notice provisions of Section 18. If such dispute is resolved in favor of the Defaulting Party upon whom demand was made, the Party making demand upon such Defaulting Party shall, by means of appropriate adjustment of amounts payable by the Parties respectively pursuant to any provision of this Agreement, reimburse to such Defaulting Party the amount of any payments made under rightful protest and the amount of the costs and expenses incurred by such Defaulting Party in performing any obligation under rightful protest, each such reimbursement to be made, together with interest thereon at the Interest Rate (as defined in Section 16(h) below), such interest to accrue from (and including) the date such payments were made or performance accomplished under rightful protest to (but excluding) the date of such reimbursement.

(e) Interest on Late Payments. Any payment not made by a Defaulting Party when due and owing pursuant to the terms, covenants and conditions contained in this Agreement shall bear interest at the Interest Rate from the date due until paid. Any payment not made by a Defaulting Party when due and owing pursuant to the terms, covenants and conditions contained in this Agreement may be advanced by any other Party and, if so advanced, the amount of such payment shall be repayable to such other Party by the Defaulting Party with interest at the Interest Rate, such interest to accrue from (and including) the date such advance is made to (but excluding) the date of repayment of such advance by the Defaulting Party.

(f) Remedies Cumulative. The remedies available pursuant to this Section 15 shall be in addition to and not in lieu of other remedies available to the non-defaulting Parties pursuant to this Agreement or at law or in equity, and the exercise of remedies pursuant to this Section 16 shall not release the Defaulting Party from any of its obligations under this Agreement. In addition to exercising the rights granted in this Section 15, any non-defaulting Party may exercise any right or remedy or take any action available to such non-defaulting Party, at law or in equity, including bringing an action for specific performance to enforce this Agreement and to recover for any loss, damage or payment advances incurred by reason of the default of any Defaulting Party.

(g) Separate Defaults. Each act or omission to act that constitutes a default under this Agreement shall be treated as a separate default under this Section 16.

(h) Interest Rate. For purposes of this Agreement, "Interest Rate" means a per annum rate of interest equal to the lesser of (i) the prime lending rate published from time to time by the Federal Reserve Bank H.15 (519) Statistical Release website on such Day (or if not published on such Day, on the most recent preceding Day on which published) plus two hundred basis points or (ii) the maximum rate permitted by applicable law.

(i) Termination. Subject to Section 15 and Section 16, in the event of any material default arising under Section 16(b) or Section 16(c) by a Defaulting Party, any of the other Parties making written demand upon said Defaulting Party for such payment or performance may terminate this Agreement upon written notice to the Defaulting Party.

17. Successors and Assigns; Assignment. The terms and conditions of this Agreement shall be binding upon the Parties hereto and their respective successors and assigns. No Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Parties, and any such assignment contrary to the terms of this Agreement will be null and void, and of no force and effect; provided, however, that (i) each of SunZia and each of the Affiliate Parties may collaterally assign this Agreement or its rights or obligations hereunder to a lender or investor in accordance with Section 15 and Section 16, respectively, above; (ii) SunZia shall have the right to assign its rights and obligations in connection with any purchase option exercised by any offtaker of the SunZia North Wind Project; and (iii) each of SunZia and each of the Affiliate Parties shall be entitled to assign its rights and obligations under this Agreement to an Affiliate of such Party in connection with a transfer of the El Cabo Project, La Joya Projects, Pacific Wind Leases or SunZia North Wind Project, respectively, to such Affiliate. The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, "control," when used with respect to any specified Party, means the possession of the power to direct the management or policies of the specified Party, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise. The term "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity. Any assignment of obligations permitted under this Agreement shall release the assignor from obligations accruing after the date that liability is assumed by the assignee.

18. Notices. Except as otherwise provided in this Agreement, all notices to any Party hereto shall be in writing and delivered by a nationally recognized delivery service with delivery receipt required. All notices, demands, and other communications that are required or may be given under this Agreement will be deemed to have been duly made with respect to a Party when delivered at the address of such Party set forth on the first page of this Agreement.

Any Party to this Agreement shall give written notice to the other Parties of any change in its address for purposes of this Section 18 by giving written notice of such change to the other Parties in the manner provided in this Section 18.

19. WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR SECTION 10 AND

SECTION 11, IN NO EVENT SHALL ANY PARTY OR ITS AFFILIATES BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWEVER CAUSED AND IRRESPECTIVE OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. THIS SECTION 19 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico without regard to principles of conflict of laws thereof which may require the application of the law of another jurisdiction.

21. No Waiver. No waiver of any right under this Agreement at any time will be deemed to waive the same right at any future date or to waive any other right.

22. Severability. If a provision of this Agreement is unenforceable under Law, that provision will be enforced to the maximum extent permitted by Law. The remaining provisions of this Agreement will continue in full force and effect.

23. Amendment. No amendment to this Agreement will be effective unless made in writing and executed by or on behalf of all Parties. This Agreement constitutes the entire agreement among SunZia, the Affiliate Parties and County respecting its subject matter. Any agreement, understanding or representation respecting the matters referenced herein not expressly set forth in this Agreement, or in a subsequent writing signed by all Parties, is null and void. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on any Party.

24. Authority. Each signatory below hereby represents that he or she has the authority to execute this Agreement on behalf of the respective Party.

25. Recordation of Agreement. The Parties agree to enter into a memorandum of this Agreement, substantially in the form attached hereto as **Exhibit F** for recording in the real property records of Torrance County, New Mexico, so as to give record notice of the existence of this Agreement and each Party's rights under this Agreement.

26. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement. This Agreement will be binding and enforceable against and by all of the Parties executing the same. Upon execution of this Agreement, each Party shall be deemed to have made all acknowledgements and agreements and grant all consents, in each case, made or granted by it or by the Parties under this Agreement and any memorandum of this Agreement as may be indicated therein or herein, and shall be bound by the Agreement and by any such memorandum, automatically and without any requirement for the execution or recordation of any further or additional documentation by any of the other Parties hereto to evidence the same.

27. Recitals and Exhibits. The Recitals set forth above and all Exhibits attached hereto are incorporated into this Agreement in full by this reference.

28. Negotiation. Each of the Parties acknowledges and agrees that all of the Parties have cooperated in good faith in the negotiation and execution of this Agreement and the NDA. SunZia agrees that in no event will any of the Affiliate Parties be liable for any delay or costs associated with the SunZia Project.

29. Confidentiality.

(a) To the extent permitted by applicable law, each Party agrees to maintain in confidence during the Term, and not use for any purpose other than for performance under this Agreement, all confidential and proprietary information concerning the El Cabo Project, the La Joya Projects, any Pacific Wind projects or the SunZia North Wind Project marked “confidential” or “proprietary” and disclosed to the receiving Party (“Receiving Party”) by a disclosing Party (“Disclosing Party”) during the course of performance under this Agreement (“Confidential Information”), except:

(i) information which, at the time of disclosure is or which, after the time of disclosure, becomes generally available to the public other than by Receiving Party’s disclosure;

(ii) information that Receiving Party or its employees received after the time of disclosure from a third party imposing no obligation of confidentiality and who is not known to have acquired any such information directly or indirectly from Disclosing Party;

(iii) information that was in Receiving Party’s or its employees’ possession prior to disclosure and which was not acquired directly or indirectly from Disclosing Party;

(iv) information that was developed independently by Receiving Party without benefit of confidential and proprietary information furnished hereunder by Disclosing Party;

(v) information that must be disclosed pursuant to applicable law, or any regulation or order of a regulatory agency or court with jurisdiction over the matter; or

(vi) information as may be authorized by Disclosing Party in writing to be disclosed.

Notwithstanding the foregoing, Receiving Party shall be permitted to disclose Confidential Information to (i) its Affiliates and its and their respective employees, officers, directors, agents, and advisors, (ii) its actual or potential financing sources (including debt and tax equity financing sources) and (iii) its other representatives to the extent necessary to permit

such other representatives to assist Receiving Party in performing within the scope of this Agreement.

(b) Receiving Party shall use the same degree of care as with its own confidential information to prevent the disclosure of the confidential or proprietary information.

(c) Each Party acknowledges that it is aware that (i) the Confidential Information being furnished to it may contain material, non-public information regarding the Disclosing Party and (ii) the United States and Canadian securities laws prohibit any persons who have material, nonpublic information concerning the matters which are the subject of this Agreement, from purchasing or selling securities of a company using such information or from communicating such information to any person (including its affiliates) under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information. Each Party further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the confidential information.

30. Approvals. Each Party represents and warrants that the execution, delivery and performance of this Agreement do not require any approval or consent of any Person that has not been obtained. For the avoidance of doubt, the term "Person" shall have the meaning given to such term in Section 17 of the Agreement.

31. Responsibility for Obligations. The respective obligations of the Affiliate Parties hereunder shall be several but not joint, and for avoidance of doubt, none of the Affiliate Parties shall be liable for obligations or liabilities of any of the other Affiliate Parties or for any breach by any of the other Affiliate Parties under this Agreement.

32. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in this Agreement touch and concern the real estate described in this Agreement and are expressly intended to, and shall be, covenants running with the land and shall be binding and a burden upon the El Cabo Lands, Pacific Wind Land, SunZia Lands and each Party's present or future estate or interest therein and upon each of the Parties, their respective successors and assigns as holders of an estate or interest in the El Cabo Lands, Pacific Wind Land or SunZia Lands (including, without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure). To the extent any of the provisions of this Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross.

33. Geographical Limitation on County Undertakings. All representations, covenants and agreements of County herein are limited the geographical boundaries of Torrance County and do not apply to any property located in any other county.

34. No Pecuniary Liability of County. No agreements or provisions contained herein, or failure of County to comply with any terms, covenants or agreements herein, shall give

rise to any pecuniary liability of County or constitute a charge against County's general credit, or will obligate County financially in any way. Nothing herein will preclude a Party from seeking and obtaining, to the extent permitted by law, specific performance against County for any failure to comply with any term, condition, covenant or agreement herein.

35. Adverse Material Impact. In each instance that "no adverse material impact" or "no material interference" (or words of similar import) are set forth in this Agreement, the evaluations and determinations of same shall be made by the Party whose facilities, operations, land or rights could be materially impacted or interfered with by any other Party. If such other Party does not agree with the affected Party's determinations, then the determinations shall be determined by DNV-GL or such other independent engineer acceptable to the applicable Parties. Said applicable Parties agree to abide by said independent engineer's determination. The Party disputing the affected Party's determination shall pay all costs and expenses charged by said independent engineer for its evaluations and any reports produced by it in connection with same.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

SUNZIA WIND NORTH LLC

BY: 

NAME: Blake Rasmussen

AS ITS: Authorized Signatory

**Solely for purposes of Section 10:**

**PATTERN ENERGY GROUP LP**

BY: 

NAME:

Andrew Walker

AS ITS:

Senior Vice-President

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

**TORRANCE COUNTY, NEW MEXICO**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

AS ITS: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

EL CABO WIND LLC

BY: Carrie Tracy

NAME: Carrie Tracy

AS ITS: Authorized Representative

BY: Stephanie La Pier

NAME: Stephanie La Pier

AS ITS: Authorized Representative

*WCAZ*  
*ac*

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

LA JOYA WIND, LLC

BY: Carrie Tracy

NAME: Carrie Tracy

AS ITS: Authorized Representative

BY: Stephanie La Pier

NAME: Stephanie La Pier

AS ITS: Authorized Representative

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

**PACIFIC WIND DEVELOPMENT LLC**

BY: Carrie Tracy

NAME: Carrie Tracy

AS ITS: Authorized Representative

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an

BY: Stephanie La Pier

NAME: Stephanie La Pier

AS ITS: Authorized Representative

**EXHIBIT A**

**Description of El Cabo Wind Leases, El Cabo Lands, La  
Joya Easements on El Cabo Lands, Pacific Wind Leases  
and Pacific Wind Land**

*[See attached]*

## **EL CABO LEASES AND EL CABO LAND**

### **Parcel 1**

#### **Fee Owner(s): Ansley, Donald G. and Carol R.**

Wind Energy Lease Agreement dated October 10, 2013, between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2133410, in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, a Delaware limited liability company, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind, LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

#### **TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.**

Section 25      East Half of the East Half (E1/2E1/2)

Section 36      East Half of the East Half (E1/2E1/2)

### **Parcel 2**

#### **Fee Owner(s): Dan L. Beck and Darline J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012**

Windfarm Development Lease made and entered into on July 20, 2008 by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on December 8, 2008 as Document No. 2084583 in Book 318, Page 2156, as amended by First Amendment to Windfarm Development Lease by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, dated June 18, 2010 and recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102358 in Book 323, Page 380, as assigned by Berrendo Wind Energy, LLC, a Colorado limited liability company, to Pacific Wind Development LLC pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103208 in Book 323, Page 2498, as amended and restated by the Amended and Restated Windfarm Development Lease dated December 5, 2012 between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on February 4, 2013 as document number 2130243, and recorded in Book 328, Page 545, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153280, and recorded in Book 333, Page 3973, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded

December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017, by and between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172256 in Book 337, Page 1410, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12), EAST, N.M.P.M.  
Section 33 Northwest Quarter (NW1/4)

**Parcel 3**

**Fee Owner(s): Harral, Leland C. and Mary Susan, as to an undivided ½ interest, and Malcolm C. Harral and Loretta Fay Harral, Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided ½ interest**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein)<sup>1</sup> and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest (as to Parcel 4, as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein); Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein) and Leland C. Harral and Mary Susan Harral, as to an undivided one-half (1/2) interest, and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest, (as to Parcel 4, as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest) and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest) dated and effective July 31, 2017, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by



and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 17	Lots 3, 6 and 7
Section 18 (SE1/4)	Lots 1, 2, 5, West Half of the Northeast Quarter (W1/2NE1/4), Southeast Quarter
Section 20	Lots 5 through 8, inclusive, Southwest Quarter of the Southwest Quarter (SW1/4SW1/4)
Section 27	East Half (E1/2), Southwest Quarter (SW1/4)
Section 28	All
Section 29	Lot 1, North Half Northeast Quarter (N1/2NE1/4)
Section 33	North Half (N1/2)
Section 34	North Half (N1/2)

**Parcel 4**

**Fee Owner(s): Harral, Inc., a New Mexico corporation**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral,

as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No.2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 4	East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )
Section 9	East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )
Section 20	ALL
Section 21	ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 20	East Half (E $\frac{1}{2}$ ), Lots 1, 2, 3 and 4
Section 21	ALL
Section 22	ALL
Section 23	ALL
Section 24	South Half South Half (S $\frac{1}{2}$ S $\frac{1}{2}$ )
Section 25	ALL
Section 26	ALL
Section 27	Northwest Quarter (NW $\frac{1}{4}$ )
Section 33	South Half (S $\frac{1}{2}$ )
Section 35	North Half (N $\frac{1}{2}$ )

TOWNSHIP SEVEN (7) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19	Lot 4
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LESS AND EXCEPT the following described property:

Beginning at a point on the south line of said lot at a distance of 470 feet east of the southwest corner of said lot and running thence east along the south line of said lot 415 feet, thence north in accordance with the U.S. Survey thereto a distance of 208 feet, thence west parallel to the south line of said lot a distance of 415 feet, thence south parallel to the survey line a distance of 208 feet to the point of beginning.

Section 29	North Half (N $\frac{1}{2}$ )
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Section 30	ALL
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Section 31	ALL
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LESS AND EXCEPT the following described property:

A certain tract of land located within Section 29 and Section 30, Township 7 North, Range 13 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 28, 2010 in Book 322, Page 4404 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the southwesterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped "T7N R13E S36 S31 S1 S6 T6N 1919" bears, S 28°29'38" W a distance of 7718.24 feet;  
THENCE N 00°00'00" E a distance of 2260.00 feet;  
THENCE N 90°00'00" E a distance of 2760.00 feet;  
THENCE S 00°00'00" E a distance of 2260.00 feet;  
THENCE S 90°00'00" W a distance of 2760.00 feet to the POINT OF BEGINNING.  
This tract contains 143.20 acres, more or less.

**Parcel 5**

**Fee Owner(s): Harvey, Norma Sue G.**

Windfarm Development Lease dated June 3, 2008 between Norma Sue Harvey a/k/a Sue Harvey and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on January 20, 2009, as Document No. 2090209 in Book 319, Page 460, as assigned pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 00210320 in Book 323, Page 2512, as amended and restated under the Amended and Restated Windfarm Development Lease dated May 31, 2012 between Norma Sue Harvey a/k/a Sue Harvey, a single person, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on October 15, 2012, as document number 2122752, and recorded in Book 327, Page 3025, and as document number 2122753, and recorded in Book 327, Page 3032, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153279, and recorded in Book 333, Page 3967, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Norma Sue G. Harvey dated and effective July 31, 2017, a memorandum of which was recorded in the Records on August 17, 2017 as Document No. 2172268 in Book 337, Page 1524, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 5	All
Section 6	South Half of the Southeast Quarter (S1/2SE1/4), Lots 3, 12, 13 and 22, and the East Half (E1/2) of Lots 4, 11, 14 and 21
Section 7	That portion of Lots 1 and 2 North of Highway 60
Section 8	Northeast Quarter (NE1/4) North of Highway 60

LESS AND EXCEPT to following described property:

The approximately 2.3-acre portion in the West Half of the Northeast Quarter (W1/2NE1/4) described in Warranty Deed dated November 12, 1970, recorded in the real property records of Torrance County, New Mexico on December 16, 1970 in Book 187, Page 538, as Document No. 20591,  
AND

That portion leased to Plateau Telecommunications as set forth in that Notice of Lease recorded in the Torrance County, New Mexico records on February 22, 2008, in Book 316, Page 1661, as Document No. 2080629.

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 28	ALL
Section 29	ALL

**Parcel 6**

**Fee Owner(s): Howling Wind Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated August 3, 2012, between the Trustees of the Lamar B. Cravens and

Virgie Miree Cravens Family Trust, as Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2123356, in Book 327, Page 4583, records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153284, and recorded in Book 333, Page 3997, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and El Cabo Wind LLC, dated November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173290 in Book 337, Page 4563.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 3	All
Section 4	All
Section 9	All, less 24 acres for Highway
Section 10	All, less 24 acres for Highway

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2	ALL
Section 10	ALL
Section 11	ALL
Section 14	ALL
Section 15	ALL
Section 22	ALL
Section 23	East Half (E½)
Section 26	ALL
Section 27	ALL
Section 33	South Half (S½)
Section 34	ALL, less the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4NW1/4)
Section 35	ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 34	South Half (S1/2)
Section 35	South Half (S1/2)

**Parcel 7**

**Fee Owner(s): McLaughlin Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated September 14, 2011 between McLaughlin Ranch, LLC, a New Mexico limited liability company, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on November 7, 2011, as document number 2112978, and recorded in Book 325, Page 2535, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement between Pacific Wind Development LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated April 13, 2012, filed for record on February 16, 2016, as document

number 2160332, and recorded in Book 334, Page 1305, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153277, and recorded in Book 333, Page 3954, Records of Torrance County, New Mexico as amended by Second Amendment to Wind Energy Lease Agreement and Amendment to Memorandum of Wind Energy Lease Agreement between El Cabo Wind, LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated February 2, 2016, filed for record on March 21, 2016, as document number 2160652, and recorded in Book 334, Page 2364, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 23      South Half (S1/2) lying North of the Santa Fe Railroad Right-of-Way

TOWNSHIP FIVE (5) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 5      All

Section 7      That portion lying North of US Hwy 60 and that portion lying South of US Highway 60

Section 8      That portion lying North of US Highway 60

Section 18      North Half (N1/2) and North Half of the Southwest Quarter (N1/2SW1/4)

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 25      East Half (E1/2)

TOWNSHIP SIX (6) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19      All

Section 20      West Half (W1/2)

Section 29      West Half (W1/2)

Section 30      ALL

Section 31      ALL

**Parcel 8**

**Fee Owner(s): State of New Mexico**

(known as New Mexico State Land Office Commercial Lease No. EW-0021) dated October 10, 2013, between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico State Land Office, Lessor, to Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on December 10, 2013, as document number 2133411, and filed in Book 329, Page 4107, Records of Torrance County, New Mexico, as assigned by Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153287, and recorded in Book 333, Page 4015, Records of Torrance County, New Mexico, which Assignment was re-executed and recorded pursuant to the Partial Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on February 18, 2016, as document number 2160375, and recorded in Book 334, Page 1437, Records of Torrance County, New Mexico, as further assigned by Partial Assignment of State Business Lease executed by El Cabo Wind, LLC, a Delaware limited liability company, to Torrance County, New Mexico,

dated December 17, 2015, filed for record on December 17, 2015, as document number 2153289, and recorded in Book 333, Page 4040, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico; First Amendment to Lease and Partial Relinquishment of Leased Premises (Business Lease No. EW-0021) between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat 557, ch. 310 and El Cabo Wind LLC, dated January 11, 2018, recorded in the Records of Torrance County, New Mexico on January 29, 2018 as Document No. 002180237 in Book 338, Page 609, and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018, as Document No. 2180469, in Book 338, Page 1220; General Relinquishment, Release and Quitclaim Deed by El Cabo Wind LLC recorded in the Records of Torrance County, New Mexico on January 29, 2018 in Book 338, Page 614 and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018 as Document No. 2180470, in Book 338, Page 1227; Partial Relinquishment, Release, and Quitclaim Deed by Pacific Wind Development LLC recorded in the Records on March 10, 2022 as Document No. 2220760, in Book 350, Page 3076.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2        All  
 Section 18      Lots 1, 2, 15 and 16

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 16      East Half East Half (E½E½)  
 Section 32      ALL  
 Section 36      ALL

TOWNSHIP SEVEN (7) NORTH, RANGE ELEVEN AND ONE-HALF (11 1/2) EAST, N.M.P.M.

Section 1        Lot 1

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 32      Lots 4 and 5, East Half of the Southeast Quarter (E1/2SE1/4)

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1        Lot 1, East Half of the Southeast Quarter (E1/2SE1/4)  
 Section 12      East Half of the East Half (E1/2E1/2)  
 Section 13      East Half of the East Half (E1/2E1/2)  
 Section 24      East Half of the East Half (E1/2E1/2)

TOWNSHIP NINE (9) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1        Portion of Lot 1, the East Half of the Southeast Quarter (E1/2SE1/4), Southeast Quarter of the Northeast Quarter (SE¼NE¼)  
 Section 12      East Half of the East Half (E1/2E1/2)  
 Section 13      East Half of the East Half (E1/2E1/2)  
 Section 24      East Half of the East Half (E1/2E1/2)  
 Section 25      East Half of the East Half (E1/2E1/2)  
 Section 36      East Half of the East Half (E1/2E1/2)

**Parcel 9****Fee Owner(s): Prather, Delma E., Trustee of the Delma E. Prather Revocable Trust**

Windfarm Development Lease dated January 13, 2010, by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on April 27, 2010, in Book 322, Page 2758, as Document No. 2101309, as assigned pursuant to that Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded on October 14, 2010 in Book 323, Page 2534, as Document No. 2103213, as amended by Amended and Restated Windfarm Development Lease dated September 28, 2012, from Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on December 6, 2012, as document number 2123357, and recorded in Book 327, Page 4590, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153286, and recorded in Book 333, Page 4009, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172257 in Book 337, Page 1424, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 1	All
Section 11	All
Section 12	All
Section 13	All
Section 14	All
Section 15	South Half (S1/2)
Section 22	All
Section 27	All, LESS AND EXCEPT the following described property:

A certain tract of land located within Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 17, 1996 in Book 274, Page 1238 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the northeasterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped, "S22 1/4 S27 1913" bears N 06°52'56" W a distance of 1910.22 feet;  
THENCE S 40°13'14" E a distance of 551.25 feet;  
THENCE N 56°29'01" E a distance of 315.92 feet;  
THENCE S 42°49'05" E a distance of 552.50 feet;  
THENCE S 51°23'48" W a distance of 670.70 feet;  
THENCE S 69°19'11" W a distance of 111.83 feet;  
THENCE N 34°53'26" W a distance of 1069.68 feet;  
THENCE N 51°41'13" E a distance of 339.20 feet to the POINT OF BEGINNING. This tract contains 13.8243 acres, more or less.

AND  
The A.T. & S.F. Railway Right-of-way within Section 27, T5N, R12E, N.M.P.M.,  
AND

Tract "A", situate within the NE1/4 of Section 27, T5N, R12E, N.M.P.M., as the same is shown on Plat entitled "Lands of Estate of Armond de Jong", filed for record on August 11, 2010 as document number 2102538, in Cabinet "F", Slide 195, Plat Records of Torrance County, New Mexico.

**Parcel 10**

**Fee Owner(s): Wetterman, Tom and Jeanne**

Windfarm Development Lease dated October 16, 2007, by and between Tom Wetterman and Jeanne Wetterman, husband and wife, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on July 20, 2009 as Document No. 2092361 in Book 320, Page 862, as amended by First Amendment to Windfarm Development Lease dated June 24, 2010, recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102359 in Book 323, Page 385; Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103214 in Book 323, Page 2541, as amended by the Amended and Restated Windfarm Development Lease dated May 15, 2012 from Tom Wetterman and Jeanne Wetterman, husband and wife, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on June 18, 2012, as document number 2121619, and recorded in Book 326, Page 3964, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015 as document number 2153285, and recorded in Book 333, Page 4003, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Tom Wetterman and Jeanne Wetterman, husband and wife, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172259 in Book 337, Page 1446, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 7	Lot 1, E1/2 of Lot 2 lying S of US Hwy 60, E1/2 of Lots 9, 11, and 20 and all of Lot 10
Section 8	Southeast Quarter (SE1/4) and Northeast Quarter (NE1/4) lying South of US Highway 60
Section 17	All
Section 18	All, Less & Except Lots 1, 2, 15 and 16
Section 19	East Half (E1/2), Lots 1 through 5, inclusive, Lots 7 through 14, inclusive, Lots 18 through 20, inclusive, and Lots 6, 15, 16 and 17 lying East of ATSF
Section 20	All



**Parcel 11****Fee Owner(s): Wrye, William H. and Joy K**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which was recorded on August 17, 2017 in the Records of Torrance County, New Mexico as Document No. 2172258 in Book 337, Page 1432, Records of Torrance County, New Mexico, amended by that certain Amendment and Partial Assignment and Assumption Agreement by and among William H. Wrye, Jr. and Joy K. Wrye, husband and wife, El Cabo Wind LLC, Torrance County, and Pacific Wind Development LLC, dated and effective March 25, 2022, a memorandum of which was recorded in the Records on April 6, 2022 as Document No. 2221078 in Book 350, Page 4463.

Property located in Torrance County, New Mexico, as Follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 6	Lots 7, 8, 11, and 12 and SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 7	Lots 9 and 12, W $\frac{1}{2}$ of Lot 8 and E $\frac{1}{2}$ W $\frac{1}{2}$

**Parcel 12****Fee Owner(s): Zamora, Robert J. and Nora R.**

Wind Energy Lease Agreement dated March 11, 2011, between Robert J. Zamora and Nora R. Zamora, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on March 31, 2011 as document number 2110852, in Book 324, Page 1724, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement dated August 22, 2012, filed for record on December 26, 2012 as document number 2123524, in Book 327, Page 4964, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153283, and recorded in Book 333, Page 3991, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

The East Half (E1/2) of Section Seven (7) and the West Half (W1/2) of Section Eight (8), Township Five (5) North, Range Twelve (12) East, N.M.P.M., as the same is shown and designated on the that certain Plat

prepared by Todd P. Wagener, N.M.R.P.S. No. 9242, on May 1, 1995, filed for record on May 15, 1995, as document number 10431, and filed in Cabinet C, Slide 158, Plat Records of Torrance County, New Mexico.

**[EXHIBIT A CONTINUES ON NEXT PAGE]**

**LA JOYA EASEMENT ON EL CABO LAND:**

**NMSLO**

Partial Assignment and Assumption Agreement (Undivided Percentage Interest) State Business Lease EW-0021, by and between El Cabo Wind LLC, and La Joya Wind, LLC, dated and effective June 23, 2020 and recorded in the Records on June 23, 2020 as Document No. 2201412, in Book 343, Page 663.

**Township 7 North, Range 11.5 East, NMPM, Torrance County, New Mexico**

Section 1: Lot 1 - A corridor 200' wide along the eastern section line

**Township 8 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

**Township 9 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

Section 25: E½E½ - A corridor 200' wide along the eastern section line

Section 36: E½E½ - A corridor 200' wide along the eastern section line

**William H. Wrye, Jr. and Joy Kaye Wrye, husband and wife**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on December 10, 2013, as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico, as amended and restated by Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, evidenced by Memorandum of Amended and Restated Wind Energy Lease Agreement filed for record on August 17, 2017, as document number 2172258 and recorded in Book 337, Page 1432, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico and La Joya Wind LLC a Delaware limited liability company, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201199, and recorded in Book 342, Page 4795, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST**

Section 6: LOTS 7, 8 11 AND 12 AND SE1/4SW1/4

Section 7: LOTS 9 AND 12, W1/2 OF LOT 8 AND E1/2W1/2

**Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2nd, 2014**

Wind Energy Lease Agreement by and between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was dated October 10, 2013, filed for record on December 10, 2013, as Document Number 2133410, and recorded in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico, Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico, and La Joya Wind LLC, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201200, and recorded in Book 342, Page 4811, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST

Section 25: EAST 1/2, EAST 1/2

Section 36: EAST 1/2, EAST 1/2

**Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust**

Transmission Easement Agreement dated June 19, 2020 executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC, as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201418, and recorded in Book 343, Page 724, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC (Grantee), and El Cabo Wind (as consenting party), recorded August 23, 2021 as document number 2212533, in Book 348, Page 459, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:  
PARCEL 1A:NORTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a found monument at the common corner of Sections 1, 2, 11, and 12, said Township and Range;

THENCE South 89°47'52" West, along the north line of said Section 11, a distance of 4,717.05 feet, to the POINT OF BEGINNING;

THENCE South 04°24'12" West, a distance of 2,650.58 feet;

THENCE North 85°12'21" West, a distance of 200.00 feet;

THENCE North 04°24'12" East, a distance of 2,633.26 feet; to a point on the north line of said Section 11;  
THENCE North 89°50'34" East, a distance of 200.64 feet; to the POINT OF BEGINNING;

PARCEL 1B:

SOUTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the south line of said Section 11, a distance of 79.14 feet, to the POINT OF BEGINNING;

THENCE North 00°04'13" East, a distance of 1,661.14 feet;

THENCE North 04°24'12" East, a distance of 797.84 feet;

THENCE South 85°12'21" East, a distance of 200 feet;

THENCE South 04°24'12" West, a distance of 788.91 feet;

THENCE South 00°04'13" West, a distance of 1,652.43 feet;

THENCE South 89°44'32" West along said south line, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 2:

Being in the W/2 of W/2 of Section 14, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the north line of said Section 14, a distance of 79.14 feet to the POINT OF BEGINNING;

THENCE North 89°44'32" East, continuing along said north line, a distance of 200.00 feet, to a point for corner;

THENCE South 00°04'13" West, departing said north line, a distance of 4,565.27 feet, to a point for corner;

THENCE South 87°43'38" West, a distance of 271.97 feet, to a point on the west line of said Section 14; from which monument bears South 00°01'22" East, a distance of 705.99 feet;

THENCE North 00°01'22" West along the west line of the Southwest quarter of said Section 4, a distance of 200.15 feet;

THENCE North 87°43'38" East, a distance of 72.13 feet;

THENCE North 00°04'13" East, a distance of 4,372.14 feet, to a point on the north line of said Section 14 and the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCE ARE GRID DISTANCES.

PARCEL 3:

Being in the SE/4 of Section 15, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:  
COMMENCING from a 5/8 inch iron rod with a cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the south line of said Section 15, a distance of 23.18 feet to the POINT OF BEGINNING; THENCE South 89°38'23" West continuing along said south line, a distance of 200.00 feet;

THENCE North 00°10'53" West, a distance of 898.60 feet;

THENCE North 87°43'38" East, a distance of 225.84 feet, to a point on the east line of said Section 15;

THENCE South 00°01'22" East, along the east line of said Section 15, a distance of 200.15 feet;

THENCE South 87°43'38" West, a distance of 25.15 feet;

THENCE South 00°10'53" East, a distance of 705.14 feet, to a point on the south line of said Section 15 and the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

#### PARCEL 4:

##### 200' WIDE TRANSMISSION LINE CORRIDOR

Being in the E1/2 of E1/2 and the S1/2 of S1/2 of Section 22, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the north line of said Section 22, a distance of 23.18 feet, to the POINT OF BEGINNING; THENCE South 00°10'53" East, a distance of 5,281.46 feet, to a point on the south line of said Section 22;

THENCE South 89°43'17" West, along said south line, a distance of 1,554.97 feet;

THENCE North 01°02'17" West, a distance of 200.02 feet;

THENCE North 89°43'17" East, a distance of 1,357.96 feet;

THENCE North 00°10'53" West, a distance of 5,081.18 feet, to a point on the north line of said Section 22;

THENCE North 89°38'40" East along the north line of said Section 22, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

#### PARCEL 5A:

##### NORTH EASEMENT

Being in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows: COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 22, 23, 26 and 27, said Township and Range;

THENCE South 89°43'17" West, along the north line of said Section 27, a distance of 1,354.95 feet to the POINT OF BEGINNING;

THENCE South 01°02'17" East, a distance of 2,349.27 feet, across said Section 27;

THENCE South 40°32'19" East, a distance of 128.16 feet, to a point on the north line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;

THENCE South 50°48'28" West, along the north line of said Right-of-Way, a distance of 200.06 feet;

THENCE North 40°32'19" West, a distance of 195.46 feet;

THENCE North 01°02'17" West, a distance of 2,423.73 feet, to a point on the north line of said Section 27;

THENCE North 89°43'17" East, along the north line of said Section 27, a distance of 200.02 feet, to the POINT OF BEGINNING;

PARCEL 5B:

SOUTH EASEMENT

BEING in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows: COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 26, 27, 34 and 35, said Township and Range;

THENCE South 89°41'33" West, along the south line of said Section 27, a distance of 1445.72 feet to the POINT OF BEGINNING;

THENCE South 89°41'33" West, a distance of 202.47 feet;

THENCE North 08°38'57" East, a distance of 2575.15 feet, to a point on the south line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;

THENCE North 50°51'32" East, along the south line of said Right-of-Way, a distance of 219.84 feet;

THENCE South 40°32'19" East, a distance of 69.10 feet;

THENCE South 08°38'57" West, a distance of 2661.30 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

**Harral Inc., and Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest, and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest**

Easement Agreement dated June 10, 2020 executed by and between Harral Inc., and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012 (Grantor) and La Joya Wind, LLC, (Grantee) and El Cabo Wind LLC, a Delaware limited liability company (consenting party) as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201417, and recorded in Book 343, Page 702 in and to the following:

PROPERTY LOCATED IN TORRANCE COUNTY, NEW MEXICO, AS FOLLOWS:

PARCEL A:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;

THENCE South 00°44'47" East, with the the west line of said Section 27, at a distance of 727.63 feet passing the northwest corner of a Transmission bump-out easement, continuing with the west line of said Section 27, a distance of 306.70 feet for a total distance of 1,034.33 feet to the POINT OF BEGINNING;

THENCE, crossing said Section 27, North 89°27'35" East, a distance of 2,265.26 feet;

THENCE North 00°45'09" West, a distance of 1,037.97 feet, to the northerly line of said Section 27;

THENCE North 89°22'04" East, a distance of 100.00 feet;

THENCE South 00°45'09" East, a distance of 1,138.13 feet;

THENCE South 89°27'33" West, a distance of 2,365.27 feet;

THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 100.02 feet to the POINT OF BEGINNING.

PARCEL B:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;

THENCE South 00°44'47" East, a distance of 727.63 feet;

THENCE crossing said Section 27 the following courses:

North 89°27'17" East, a distance 274.02 feet;

South 00°43'41" East, a distance of 306.72 feet;

South 89°27'35" West, a distance of 273.92 feet;

THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 306.70 feet, to the POINT OF BEGINNING.

PARCEL C:

BEING in Section 33, Township Seven (7) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico (as to the E ½ SE ¼ of said Section 33) and being part of tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C.

Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, Official Records of Torrance County, New Mexico (as to E ½ NE ¼ of said Section 33) and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southeast corner of said Section 33;

THENCE North 89°25'46" West, with the south line of said Section 33, a distance of 21.19 feet to a 3-inch brass cap monument found at the common north corner of Sections 3 and 4, Township 6 North, Range 12 East;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 200.00 feet;

THENCE North 0°28'57" West, crossing said Section 33, a distance of 5,240.35 feet;

THENCE North 89°24'22" East, with the north line of said Section 33, a distance of 200.00 feet;

THENCE South 0°28'57" East, continuing across said Section 33, a distance of 5,239.93 feet to the POINT OF BEGINNING.

PARCEL D:

BEING in Section 4, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the northeast corner of said Section 4, from which a 3-inch brass cap monument bears South 89°25'46" East, a distance of 21.19 feet;

THENCE South 89°17'03" West, continuing along the north line of said Section 4, Township 6 North, Range 12 East, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 0°14'36" East, crossing said Section 4, a distance of 5,390.23 feet, to a point in the north line of Section 9;

THENCE South 89°40'46" West, along the south line of said Section 4, a distance of 200.00 feet;

THENCE North 0°14'36" West, continuing across said Section 4, a distance of 5,388.85 feet;

THENCE North 89°17'03" East, along the north line of said Section 4, a distance of 200.00 feet to the POINT OF BEGINNING.



PARCEL E:

BEING in Section 9, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southwest corner of the southeast quarter of said Section 9;

THENCE North 89°42'54" East, along the south line of said Section 9, a distance of 2,379.15 feet to the POINT OF BEGINNING;

THENCE North 01°17'30" West, crossing said Section 9, a distance of 5,280.17 feet, to a point in the north line of said Section 9;

THENCE North 89°40'46" East, along the north line of said Section 9, a distance of 200.00 feet;

THENCE South 01°17'30" West, continuing across said Section 9, a distance of 5,280.30 feet, to a point in the south line of said Section 9;

THENCE South 89°42'54" West, along the south line of said Section 9, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL F:

BEING in Section 18, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2" monument with brass cap found for the common corner of said Section 18 and Section 7, said Township and Range;

THENCE North 89°44'07" East, along the north line of said Section 18, a distance of 958.17 feet to the POINT OF BEGINNING;

THENCE crossing said Section 18 the following courses:

North 89°44'07" East, a distance of 214.36 feet;

South 21°21'29" East, a distance of 1,344.11 feet;

North 68°39'21" East, a distance of 75.00 feet;

South 21°21'29" East, a distance of 200.00 feet;

South 68°39'21" West, a distance of 275.79 feet;

South 21°25'53" East, a distance of 621.38 feet;

North 87°38'35" East, a distance of 36.21 feet;

North 69°05'40" East, a distance of 240.76 feet;

South 21°21'29" East, a distance of 200.20 feet;

South 69°12'56" West, a distance of 276.17 feet;

South 21°29'32" East, a distance of 496.66 feet;

South 41°14'53" East, a distance of 725.71 feet;

South 48°45'07" West, a distance of 138.33 feet;

South 21°21'52" East, a distance of 658.50 feet;

THENCE South 0°28'32" East, along the east line of said Section 18, a distance of 560.92 feet;

THENCE continuing across said Section 18 the following five (5) courses:

North 21°21'52" West, 1,554.22 feet;

North 50°48'18" West, 1,231.74 feet;

North 21°21'29" West, 1,021.82 feet;

North 68°38'31" East, 688.77 feet;

North 21°21'29" West, 1,213.78 feet to the POINT OF BEGINNING.

PARCEL G:

BEING Part of Lot 7 Section 17, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument in the south line of said Section 17 at the southeast corner of said Lot 7 of said Section 17;

THENCE South 89°43'59" West, along the south line of said Lot 7 and Section 17, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 89°43'59" West, continuing along the south line of said Lot 7 and Section 17, a distance of 214.37 feet;

THENCE North 21°21'52" West, crossing said Lot 7 and Section 17, a distance of 758.72 feet;

THENCE North 0°28'32" West, along the west line of said Lot 7 and Section 17, a distance of 560.92 feet;

THENCE South 21°21'52" East, crossing said Lot 7 and Section 17, a distance of 1,359.94 feet to the POINT OF BEGINNING.

#### PARCEL H:

BEING in Section 20, Township 7 North, Range 12 East, Torrance County, New Mexico, being Lots 1, 2, 3, and 4, as described in the Warranty Deed to Harral, Inc. dated June 15, 2017, and recorded as Document No. 2171659, Book 336, Page 4503, in the Official Public Records of Torrance County, New Mexico (O.P.R.T.C.N) and Lots 5, 6, and 7 as described to Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded April 23, 1984, Document No. 62769, Book 247, page 4690, in O.P.R.T.C.N.), and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded November 19, 2019, Book 341, Page 4175, Document No. 2192779 in the O.P.R.T.C.N.), and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 20, being the northwest corner of Lot 1 of said Section 20;

THENCE South 89°43'59" West, along the north line of said Section 20, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 21°21'52" East, crossing said Section 20, a distance of 5,671.48 feet;

THENCE South 89°38'38" West, along the south line of said Section 20, a distance of 214.24 feet;

THENCE North 21°21'52" West, continuing across said Section 20, a distance of 5,671.84 feet;

THENCE North 89°43'59" East, along the north line of said Section 20, a distance of 214.37 feet to the POINT OF BEGINNING.

#### PARCEL I:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00 degrees 51' 27 seconds East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, at a distance of 631.20 feet to the northwest corner of a Transmission Easement;

THENCE North 89°38'38" East, a distance of 214.24 feet, continuing along the north line of said Section 29;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 230.12 feet to the POINT OF BEGINNING;

THENCE continuing across said Section 29 the following four (4) courses:

South 72°07'59" East, a distance of 1,715.29 feet;

South 89°27'17" West, a distance of 316.60 feet;

North 72°07'59" West, a distance of 1,333.25 feet;

North 21°21'52" West, a distance of 129.10 feet to the POINT OF BEGINNING.

PARCEL J:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows: COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00°51'27" East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, passing at a distance of 631.20 feet the northwest corner of a Transmission Easement, continuing along said north line, passing at an additional distance of 214.24 feet the northeast corner of said Transmission Easement, continuing along said north line, passing at an additional distance of 78.25 feet the northeast corner of Lot 1 of said Section 29, continuing along said north line an additional distance of 2,502.13 feet, in all a total distance of 3,425.82 feet to the northeast corner of said Section 29;

THENCE South 01°09'22" East, along the east line of said Section 29, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE South 01°09'22" East, continuing along the east line of said Section 29, a distance of 100.10 feet;

THENCE crossing said Section 29 the following courses:

North 88°35'46" West, a distance of 246.96 feet;

North 72°07'59" West, a distance of 370.50 feet;

North 89°27'17" East, a distance of 316.60 feet;

South 72°07'59" East, a distance of 55.63 feet;

South 88°35'46" East, a distance of 228.02 feet to the POINT OF BEGINNING.

PARCEL K:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, a distance of 631.20 feet to the POINT OF BEGINNING;

THENCE North 89°38'38" East, continuing along the north line of said Section 29, a distance of 214.24 feet;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 809.74 feet;

THENCE North 89°27'17" East, continuing across said Section 29, a distance of 2,300.54 feet;

THENCE South 1°09'22" East, along the east line of said Section 29, a distance of 200.01 feet;

THENCE continuing across said Section 29 the following eight (8) courses:

South 89°27'17" West, a distance of 2,226.63 feet;

South 21°21'52" East, a distance of 255.00 feet;

South 68°38'08" West, a distance of 200.00 feet;

North 21°21'52" West, a distance of 331.05 feet;

South 89°27'17" West, a distance of 331.05 feet;

North 0°32'43" West, a distance of 200.00 feet;

North 89°27'17" East, a distance of 255.00 feet;

North 21°21'52" West, a distance of 810.50 feet to the POINT OF BEGINNING.

PARCEL L:

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harrall a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range; THENCE South 01°09'22" East, along the west line of said Section 28, a distance of 748.39 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses and distances:

North 89°27'17" East, a distance of 5,123.93 feet;

North 00°32'44" West, a distance of 300.00 feet;

North 89°27'17" East, a distance of 200.00 feet;

South 00°32'43" East, a distance of 300.00 feet;

North 89°27'17" East, a distance of 25.98 feet;

THENCE South 00°44'47" East, along the west line of said Section 28, a distance of 406.72 feet;

THENCE crossing said Section 28 the following five (5) courses and distances:

South 89°27'17" West, a distance of 26.11 feet;

South 00°43'41" East, a distance of 4,124.84 feet;

South 89°24'22" West, a distance of 200.00 feet;

North 00°43'41" East, a distance of 4,331.73 feet;

South 89°27'17" West, a distance of 5,122.43 feet;

THENCE North 01°09'22" West, with the west line of said Section 28, a distance of 200.01 feet, to the POINT OF BEGINNING.

PARCEL M:

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harrall a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range; THENCE South 01°09'19" East, along the west line of said Section 28, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses:  
South 88°35'46" East, a distance of 2,392.92 feet;  
North 89°27'17" East, a distance of 2,957.04 feet;  
South 00°44'47" East, a distance of 100.00 feet;  
South 89°27'17" West, a distance of 2,959.09 feet;  
North 88°35'46" West, a distance of 2,390.16 feet;  
THENCE North 01°09'22" West, with the west line of said Section 18, a distance of 100.10 feet to the  
POINT OF BEGINNING.

**Howling Wind Ranch, LLC, a New Mexico limited liability company**

Easement estate as created by that certain Transmission Easement Agreement dated June 19, 2020 executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201419, and recorded in Book 343, Page 734, Records of Torrance County, New Mexico, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), recorded August 23, 2021 as document number 2212534, in Book 348, Page 477, Records of Torrance County, New Mexico, in and to the following:

**200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

Being in the SW1/4 of Section 15, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 15 and Sections 16, 21, and 22 of said Township and Range;

THENCE North 89° 38' 25" East, along the south line of said Section 15, a distance of 89.40 feet, to the  
POINT OF BEGINNING;

THENCE North 13° 06' 38" West, a distance of 403.29 feet, to a point on the west line of said Section 15;

THENCE North 00° 18' 12" West, along the west line of said Section 15, a distance of 902.24 feet;

THENCE South 13° 06' 38" East, a distance of 1,328.34 feet to a point on the south line of said Section 15;

THENCE South 89° 38' 25" West along the south line of said Section 15, a distance of 205.06 feet, to the  
POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**PARCEL 2:**

Being in the W1/2 of Section 22, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a monument with brass cap "S21/S22/S28/S27" found at the common corner of said Section 22 and Sections 27, 21 and 28 of said Township and Range;

THENCE North 89°39'20" East, along the south line of said Section 22, a distance of 1,292.08 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,415.73 feet, to a point on the north line of said Section 22, from which a found 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 22 and Sections 15, 16, 21 of said township and range, bears South 89°38'25" West along the North line of said Section 22, a distance of 89.40 feet;

THENCE North 89°38'25" East, along the north line of said Section 22, a distance of 205.06 feet to a point,

THENCE South 13°06'38" East, a distance of 5,415.79 feet, to a point on the south line of said Section 22;

THENCE South 89°39'20" West, along the south line of said Section 22, a distance of 205.07 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

#### PARCEL 3:

Being in Section 27, Township 6 North, Range 12 East, part of a tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a brass cap monument found at the common corner of Section 27, 28, 33, and 34, of said Township and Range;

THENCE North 89°38'39" East, along the south line of said Section 27, a distance of 2,491.74 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,413.82 feet to a point on the north line of said Section 27 from which a found brass monument marked "MON S21/ S22 S28/S27" bears South 89°39'20" West, along the north line of said Section 27, a distance of 1,292.08 feet;

THENCE North 89°39'20" East, along said north line of Section 27, at a distance of 205.07 feet, to a point for corner;

THENCE South 13°06'38" East, a distance of 5,413.77 feet to a point on the south line of said Section 27;

THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 56.34 feet to a monument with brass cap found at the South quarter corner of said Section 27;

THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 148.71 feet to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

#### PARCEL 4:

Being in Section 34, Township 6 North, Range 12 East, New Mexico Principle Meridian, part of tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument at the common corner of said Sections 34 and 35 said Township and Range, and Sections 2 and 3 of Township 5 North, Range 12 East, New Mexico Principle Meridian;

THENCE South 89°39'30" West, along the south line of said Section 34, a distance of 1,382.44 feet to the POINT OF BEGINNING;

THENCE South 89°39'30" West, continuing along said south line, a distance of 205.07 feet;

THENCE North 13°06'38" West, across said Section 34, a distance of 5,410.73 feet;

THENCE North 89°38'39" East along said north line of said Section 34, a distance of 148.71 feet;

THENCE North 89°38'16" East along the north line of said Section 34, a distance of 56.35 feet, to a corner;

THENCE South 13°06'38" East, a distance of 5,410.79 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF  
1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 5:

Being in the E1/2 of Section 3, Township 5 North, Range 12 East, part of tract of land described to  
Howling Wind Ranch, LLC, in a Corrected Quitclaim deed recorded October 16, 2013 in Volume 329,  
Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly  
described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument found at the common corner of said Sections 2 and  
3, said Township and Range, and Sections 34 and 35 of Township 6 North, Range 12;

THENCE South 89°39'30" West along the north line of said Section 3, a distance of 1,382.44 feet, to the  
POINT OF BEGINNING;

THENCE South 12°53'39" East, a distance of 4,180.72 feet;

THENCE North 89°31'55" East, a distance of 453.48 feet, to a point on a point on the east line of said  
Section 3; from which a found 2 inch brass monument bears North 00°03'42" West, along the east line of  
said Section 3, a distance of 1500.35 feet;

THENCE South 00°03'42" East along said east line, a distance of 200.01 feet;

THENCE South 89°31'55" West, a distance of 613.03 feet;

THENCE North 12°53'36" West, a distance of 4,385.97 feet to point on the north line of said Section 3;

THENCE North 89°39'30" East along said north line, a distance of 205.07 feet to the POINT OF  
BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF  
1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**[EXHIBIT A CONTINUES ON NEXT PAGE]**

## **PACIFIC WIND LEASES AND PACIFIC WIND LAND:**

### **Norma Sue Harvey**

Amended and Restated Windfarm Development Lease dated July 31, 2017 by and between Norma Sue Harvey a/k/a Sue Harvey and Pacific Wind Development LLC, as amended by that certain First Amendment and Partial Assignment and Assumption Agreement dated and effective April 20, 2020, a memorandum of which was recorded in the Records on May 7, 2020 as Document No. 2200979, in Book 342, Page 3942.

All that certain real property located in Torrance County, NM more particularly described as follows:

#### **Township 5 North, Range 12 East, N.M.P.M.**

Sec. 6: Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 19, 20; W 1/2 Lots 4, 11, 14, and 21; and that part of Lot 18 lying North of U.S. Hwy 60

Section 7: All that part of Lot 3 and the E 1/2 Lot 4 lying North of U.S. Hwy 60

#### **Township 6 North, Range 12 East, N.M.P.M.**

Sec. 19: W/2

Sec. 30: E1/2 and E1/2W1/2, W1/2W1/2

Sec. 31: All

#### **Township 6 North, Range 11.5 East, N.M.P.M.**

Sec. 24: All

Sec. 25: Lots 1, 2, 3, 4 and the E1/2

### **Wrye**

Amended and Restated Wind Energy Lease Agreement by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and Pacific Wind Development LLC, dated August 8, 2017, memorandum of which was recorded in the Records on August 17, 2017, in Book 337, Page 1495, amended Amendment and Partial Assignment and Assumption Agreement by and among Pacific Wind Development LLC, El Corazon Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which recorded in the Records on April 6, 2022 as Document No. 2221080, in Book 350, Page 4491, and amended and restated by that certain Second Amended and Restated Wind Energy Lease Agreement dated and effective March 25, 2022, a memorandum of which was recorded in the Official Records on April 6, 2022 as Document No. 2221079, Book 350, Page 4478.

All that certain real property located in Torrance County, NM more particularly described as follows:

#### **TOWNSHIP 6 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 4: SW1/4, N1/2NW1/4, SE1/4NW1/4

#### **TOWNSHIP 7 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 27: N1/2NW1/4, SW1/4NW1/4, S1/2SW1/4

### **Harral**

Second Amended and Restated Wind Energy Lease Agreement by and between Harral, Inc. a New Mexico corporation, and Pacific Wind Development LLC, dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 24, 2020, as Document No. 2201429, in Book 343, Page 809.

All that certain real property located in Torrance County, NM more particularly described as follows:



Township 6 North, Range 12 East, NMPM  
Section 19: E2

Township 7 North, Range 13, NMPM  
Section 29: S2

**NMSLO (Lease EW-0021)**

Wind Energy Lease Agreement, Lease Agreement by and between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico New Mexico State Land Office and Pacific Wind Development LLC, dated October 10, 2013, a memorandum of which was recorded in the Records on December 10, 2013 as Document No. 2133411, in Book 329, Page 4107; Partial Assignment and Assumption of Interest in State Business Lease EW-0021 by and between Pacific Wind Development LLC, and La Joya Wind, LLC, dated June 23, 2020, and recorded on June 23, 2020 as Document No. 2201414, in Book 343, Page 684.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 7 North, Range 11.5 East, N.M.P.M.  
Section 13: Lots 1-4, E½

Township 7 North, Range 12 East, N.M.P.M.  
Section 18: Lots 3, 4, 6, 7, E½W½

Township 5 North, Range 12 East, N.M.P.M.  
Section 6: Lots 1, 2, S1/2 NE1/4, N1/2 SE1/4

Township 5 North, Range 13 East, N.M.P.M.  
Section 4: SW1/4  
Section 16: ALL  
Section 18: Lot 4

Township 6 North, Range 13 East, N.M.P.M.  
Section 32 ALL

Township 9 North, Range 12 East, N.M.P.M.  
Section 6: Lots 4, 5

Township 4 North, Range 11 East, N.M.P.M.  
Section 03: Lots 1-4, S1/2, S1/2 N1/2  
Section 09: ALL  
Section 10: ALL  
Section 11: S ½  
Section 12: S½S½  
Section 13: ALL  
Section 14: N1/2,E1/2 SW1/4, SW1/4 SW1/4, SE1/4  
Section 15: ALL  
Section 16: ALL  
Section 21: W1/2, N1/2 NE1/4, S1/2 SE1/4

Section 22: S1/2, E1/2 NE1/4, NW1/4 NW1/4  
Section 23: ALL

Township 4 North, Range 12 East, N.M.P.M.

Section 20: ALL  
Section 21: ALL  
Section 28: ALL  
Section 29: ALL  
Section 30: Lots 1-4, E1/2, E1/2 W1/2  
Section 31: Lots 1-4, E1/2, E1/2 W1/2  
Section 32: ALL

**Harvey-Encino Ranch**

Amended and Restated Wind Energy Lease Agreement by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pacific Wind Development LLC dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 25, 2020 as Document No. 2201456, in Book 343, Page 1403, as amended by that First Amendment to Amended and Restated Wind Energy Lease Agreement dated and effective October 20, 2020, a memorandum of which was recorded in the Records on November 5, 2020 as Document No. 2203067, in Book 344, Page 4147.

All of that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 4 North, Range 13 East, NMPM

Section 2: Lots 1, 2, 3, 4, S½N½, S½ (ALL)  
Section 3: ALL  
Section 5: ALL  
Section 7: ALL  
Section 8: ALL  
Section 9: ALL  
Section 10: ALL  
Section 11: ALL  
Section 12: ALL  
Section 13: ALL  
Section 14: ALL  
Section 15: NE 1/4, W 1/2 and SE 1/4  
Section 16: ALL  
Section 17: ALL  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 23: NW 1/4, W 1/2 NE 1/4, and N 1/2 SW 1/4, NW 1/4 SE 1/4  
Section 30: ALL

Township 5 North, Range 13 East, N.M.P.M.

Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 27: ALL

Section 33: ALL  
Section 34: ALL

**NMSLO (BL-2598)**

Lease of State Trust Land (BL-2598) by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310 ("**NMSLO**") and Pacific Wind Development LLC, dated and effective October 28, 2019, a memorandum of which was recorded with the Clerk of Torrance County (the "**Records**") on November 7, 2019 as Document No. 2192678, in Book 341, Page 3918, as amended and partially assigned pursuant to that certain Partial Assignment and Assumption of Interest in Lease of State Trust Land (BL-2598) by and between Pacific Wind Development LLC and La Joya Wind, LLC, dated and effective June 23, 2020, and recorded in the Records on June 23, 2020 as Document No. 2201413 in Book 343, Page 676.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

**Township 5 North, Range 11 East, N.M.P.M.**

Section 16: ALL 640 acres ±  
Section 21: ALL 640 acres ±  
Section 28: ALL 640 acres ±  
Section 33: ALL 604.88 acres ±  
Section 34: ALL 604.76 acres ±

**Township 4 North, Range 12 East, N.M.P.M.**

Section 4: ALL 636.50 acres ±

**EXHIBIT B  
TO  
CONSENT AND CROSSING AGREEMENT  
(El Cabo /La Joya/Pacific Wind/SunZia)**

**Description of SunZia NMSLO Wind Leases, NMSLO Overleased Land,  
SunZia Gen-Tie Easements, SunZia Gen-Tie Lands,  
SunZia Collection Easements, SunZia Collection Lands,  
SunZia Access Easements and SunZia Access Lands**

This Exhibit B is temporary and must be replaced by a final, complete Exhibit B that includes the signatures of the Affiliate Parties within three (3) weeks of the Effective Date or this agreement will be null and void.

**PART A:**

**PARCEL 1**

**FEE OWNER:** DONALD G. ANSLEY AND CAROL R. ANSLEY, TRUSTEES OF THE DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA DTD DECEMBER 31, 1981 AND RESTATED ON OCTOBER 2<sup>ND</sup>, 2014

Grant of Easement dated October 31, 2023, by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 250' wide Gen-Tie Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 60' wide Collection Easement and two 30' wide Collection Easements)

Section 36: E2NE; Lot 1, 8 (solely as to a 60' wide Collection Easement)

**SunZia Access Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 20' wide Access Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 20' wide Access Easement)

**PARCEL 2**

**FEE OWNER:** WILLIAM H. WRYE, JR. AND JOY K. WRYE, HUSBAND AND WIFE

Grant of Easement dated October 31, 202, by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 250' wide Gen-Tie Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 60' wide Collection Easement and a 200' wide Collection Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 30' wide Collection Easement and a 100' wide Collection Easement)

**SunZia Access Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 20' wide Access Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to four 300' x 300' surface areas)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to one 300' x 300' surface area)

**PARCEL 3**

**FEE OWNER:** LELAND C. HARRAL AND MARY SUSAN HARRAL, TRUSTEES OF THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, DATED DECEMBER 13, 2012

Grant of Easement dated October 31, 2023, by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS THE LELAND C. HARRAL AND MARY SUSAN HARRAL, REVOCABLE TRUST TRACT RECORDED IN BOOK 351, PAGE 4438 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 22, 23, 26 AND 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF SAID SECTION 22 AND 23 AND THE SOUTH LINE OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the south line of the northeast quarter of said Section 35, from which a 2-inch iron pipe found at the southeast corner of said Section 35 bears, South 30°30'37" East, a distance of 3,029.76 feet.

**THENCE**, over and across Sections 22, 23, 26 and 35, the following (5) courses and distances:

- (1) North 00°21'59" West, a distance of 1,875.73 feet to a calculated point;
- (2) North 43°00'29" West, a distance of 299.22 feet to a calculated point;
- (3) North 04°09'53" West, a distance of 6,883.89 feet to a calculated point;
- (4) North 33°41'29" West, a distance of 3,712.76 feet to a calculated point;
- (5) North 45°30'48" West, distance of 1,422.69 feet to the **POINT OF TERMINUS** in the north line of said Section 23, from which a stone found at the northeast corner of said Section 23 bears, North 88°31'24" East, a distance of 5,344.41 feet;

**Total easement description containing 14,194.29 linear feet or 860.26 rods, and containing 81.49 acres of land, more or less.**

**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to a 20' wide Access Easement)

Section 26: All (solely as to a 20' wide Access Easement)

Section 35: N2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to two approximately 276' x 158' x 318' surface areas)

Section 35: N2 (solely as to four approximately 268' x 180' x 69' x 287' surface areas)

**PARCEL 4**

**FEE OWNER:** HOWLING WIND RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 31, 2023, by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HOWLING WIND RANCH, LLC TRACT, RECORDED IN BOOK 329, PAGE 2726, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 13, and 14, TOWNSHIP 6 NORTH, RANGE 12 EAST, AND SECTION 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID PERMANENT EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF LOT 4 OF SAID SECTION 13 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 6 North, Range 12 East bears, North 89°30'13" East, a distance of 175.81 feet;

**THENCE**, over and across said Howling Wind Ranch, LLC tract, the following seven (7) courses and distances:

- 1) North 45°50'40" West, a distance of 7,340.29 feet to a calculated point;
- 2) North 00°19'56" West, a distance of 2,763.31 feet to a calculated point;
- 3) North 00°23'59" West, a distance of 2,644.64 feet to a calculated point;
- 4) North 01°09'04" West, a distance of 4,731.87 feet to a calculated point;
- 5) North 07°56'17" West, a distance of 1,365.64 feet to a calculated point;
- 6) North 31°30'19" West, a distance of 2,234.00 feet to a calculated point;
- 7) North 00°21'59" West, a distance of 49.47 feet to the **POINT OF TERMINUS** in said north line of the southeast quarter of said Section 35, from which a Brass Cap found at the south quarter corner of said Section 35 bears, South 22°21'16" West, a distance of 2,850.66 feet.

**Total easement description containing 21,129.22 linear feet or 1,280.56 rods, and containing 121.28 acres of land, more or less.**

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**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

- |             |  |
|-------------|--|
| Section 2:  | All (solely as to two 20' wide Access Easements)                             |
| Section 11: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 13: | All (solely as to a 20' wide Access Easement)                                |
| Section 14: | E2 (solely as to two 20' wide Access Easements)                              |
| Section 23: | E2 (solely as to a 20' wide Access Easement)                                 |
| Section 26: | E2 and S2S2 (solely as to a 20' wide Access Easement)                        |
| Section 34: | A portion of the E2E2E2 along the East Section Line (solely as to a 20' wide |

Access Easement)  
Section 35: A portion of the E2E2 (solely as to a 20' wide Access Easement)

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico  
Section 35: S2 (solely as to two 20' wide Access Easements)

**PARCEL 5**

**FEE OWNER:** MCLAUGHLIN RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Unrecorded Grant of Easement dated October 31, 2023, by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), as evidenced of record by that certain Notice of Exercise of Option [Transmission Line/Other] of even date therewith, filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A DESCRIPTION FOR TWO PROPOSED VARIABLE WIDTH ELECTRIC EASEMENTS ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 10, TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**VARIABLE WIDTH ELECTRIC EASEMENT PART 1**

**BEGINNING** at a calculated point in the south line of said Section 10, from which an iron rail monument found at the south quarter corner of said Section 10 bears, North 89°01'03" East, a distance of 19.38 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract, the following five (5) courses and distances:

1. **North 15°46'00" West**, a distance of 72.29 feet to a calculated point;
2. **North 00°40'15" West**, a distance of 51.62 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract, same being the south right-of-way (R.O.W.) line of U.S. Highway 60 (variable width R.O.W.);
3. **South 85°12'02" East**, along the north boundary line of said McLaughlin Ranch, LLC tract and the south R.O.W. line of U.S. Highway 60, a distance of 37.97 feet to a calculated point, from which an iron rail monument found for the east quarter corner of said section 10, North 46°00'27" East, a distance of 3,633.19 feet;
4. **South 00°52'27" East**, along the east boundary line of said McLaughlin Ranch, LLC tract, a distance of 117.69 feet to an iron rail monument found for the south quarter corner of said Section 10;
5. **South 89°01'03" West**, a distance of 19.38 feet to the **POINT OF BEGINNING** in the south line of said Section 10.

**Total variable width electric easement Part 1 description containing 0.09 acres of land, more or less.**



## **VARIABLE WIDTH ELECTRIC EASEMENT PART 2**

**BEGINNING** at a calculated point in the north R.O.W. line of U.S. Highway 60, from which a rock pile found at the west quarter corner of said Section 10 bears, North 48°47'18" West , a distance of 3,458.98 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract the following six (6) courses and distances:

1. North 00°40'15" West , a distance of 1,147.11 feet to a calculated point;
2. North 25°15'11" West, a distance of 1,268.91 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract;
3. North 89°33'34" East, along the north boundary line of said McLaughlin Ranch, LLC tract, a distance of 275.51 feet to a calculated point;
4. South 25°15'11" East, leaving said north boundary line, a distance of 681.39 feet to a calculated point in the east boundary line of said McLaughlin Ranch, LLC tract, from which an iron rail monument found at the east quarter corner of said Section 10 bears, North 76°24'35" East, a distance of 2,718.71 feet;
5. South 00°52'27" East, with said east boundary line, a distance of 1,683.83 feet to a calculated point in the north R.O.W. line of said U.S. Highway 60;
6. North 85°12'17" West, a distance of 37.25 feet to the **POINT OF BEGINNING** in the north R.O.W. line of U.S. Highway 60;

**Total variable width electric easement Part 2 description containing 6.72 acres of land, more or less.**

**Total variable width easement Part 1 and Part 2 descriptions containing a combined total of 6.81 acres of land, more or less.**

**CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT**

**PART 3**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 19 AND 20, TOWNSHIP 6 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE WEST LINE OF LOT 1 OF SAID SECTION 19, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the east line of the northwest quarter of said Section 20, from which a brass cap found at the southwest corner of said Section 19 bears, South 66°33'17" West, a distance of 8,599.39 feet;

**THENCE**, over and across the McLaughlin Ranch, LLC. In the northwest quarter of said Section 20 and the northeast quarter of said Section 19, the following two (2) courses and distances:

- 1) North 25°15'11" West**, a distance of 1,774.03 feet, to a calculated point;
- 2) North 89°08'16" West**, a distance of 7,159.13 feet to the **POINT OF TERMINUS** in the west line of said Lot 1 of said Section 19, from which bears a brass cap found at the northeast corner of Section 24, Township 6 North, Range 12 East bears, North 00°14'48" West, a distance of 118.69 feet.

**Total centerline electric easement Part 3 description containing 8,933.16 linear feet or 541.40 rods, and containing 51.29 acres of land, more or less.**

**Total easement description of Part 1, Part 2, and Part 3 containing a combined total of 58.10 acres of land, more or less.**

**SunZia Access Land:**

Township 5 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 10: SW4, less and except thirty-eight (38) acres for the New Mexico State Highway #60 (solely as to a 20' wide Access Easement)

**PT Site:**

Township 6 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 20: NW4 (solely as to an approximately 156' x 180' x 244' x 200' surface area)

**PARCEL 6**

**FEE OWNER:** HARVEY-ENCINO RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 27, 2023, by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on October 30, 2023, as Document No. 2232946, in Book 356, Page 1828, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HARVEY ENCINO RANCH, LLC TRACT, RECORDED IN BOOK 324, PAGE 4300, RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 12, AND 13 TOWNSHIP 4 NORTH, RANGE 13 EAST, AND SECTIONS 22, 27, AND 34 TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF SAID SECTION 13 TOWNSHIP 4 NORTH RANGE 13 EAST AND THE NORTH LINE OF SAID SECTION 22 TOWNSHIP 5 NORTH RANGE 13 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, Township 4 North, Range 13 East, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 4 North, Range 13 East bears, North 89°37'42" East, a distance of 311.38 feet;

**THENCE**, over and across said Harvey Encino Ranch, LLC tract, the following nine (9) courses and distances:

- 1) **North 00°04'49" West**, a distance of 424.38 feet to a calculated point;
- 2) **North 00°41'13" West**, a distance of 3,499.19 feet to a calculated point;
- 3) **North 00°43'48" West**, a distance of 6,473.77 feet to a calculated point;
- 4) **South 89°59'59" West**, a distance of 5,102.17 feet to a calculated point;
- 5) **North 00°00'00" East**, a distance of 5,197.67 feet to a calculated point;
- 6) **North 18°04'01" East**, a distance of 2,043.34 feet to a calculated point;
- 7) **North 00°35'37" West**, a distance of 3,487.47 feet to a calculated point;
- 8) **North 00°33'30" East**, a distance of 5,303.94 feet to a calculated point;
- 9) **North 00°15'29" West**, a distance of 5,302.19 feet to the **POINT OF TERMINUS** in said north line of Section 22 Township 5 North Range 13 East, from which an iron rail right-of-way (R.O.W.) monument found in the north line of BNSF railroad R.O.W. bears, North 21°26'05" West, a distance of 4,265.71 feet.

**Total easement description containing 36,834.12 linear feet or 2,232.37 rods, and containing 211.47 acres of land, more or less.**

**PART B:**

**Description of Additional SunZia Access Easements and SunZia Access Lands**  
**(Portions of an El Cabo Shared Road)**

**PARCEL 7**

**FEE OWNER:** PRATHER RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Access Easement dated September 27, 2023 by and between Prather Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company, filed of record on September 27, 2023, as Document No. 2232619, in Book 355, Page 4010, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A PRATHER RANCH, LLC TRACT, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 11, TOWNSHIP 5 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID PERMANENT EASEMENT BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 60 (200-FOOT WIDE R.O.W.) AND THE NORTH LINE OF SAID SECTION 11, TOWNSHIP 5, NORTH, RANGE 12 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the north R.O.W. line of said U.S. Highway 60 (200-foot R.O.W.), from which an iron rail R.O.W. monument found in said north R.O.W. line bears, South 83°56'17" East, a distance of 1,270.69 feet;

**THENCE**, over and across said Prather Ranch, LLC tract, the following twelve (12) courses and distances:

- 10) North 02°38'27" East, a distance of 246.88 feet to a calculated point;
- 11) North 01°59'40" East, a distance of 185.33 feet to a calculated point;
- 12) North 00°23'09" East, a distance of 196.52 feet to a calculated point;
- 13) North 00°09'02" West, a distance of 219.54 feet to a calculated point;
- 14) North 00°22'08" East, a distance of 209.24 feet to a calculated point;
- 15) North 00°28'34" East, a distance of 242.14 feet to a calculated point;
- 16) North 00°29'46" East, a distance of 252.68 feet to a calculated point;
- 17) North 00°10'24" East, a distance of 289.81 feet to a calculated point;
- 18) North 00°07'31" East, a distance of 225.70 feet to a calculated point;
- 19) North 00°00'21" West, a distance of 245.18 feet to a calculated point;

20) North 00°31'15" East, a distance of 168.82 feet to a calculated point;

21) North 00°04'55" East, a distance of 105.36 feet to the **POINT OF TERMINUS** in the north line of said Section 11, Township 5 North, Range 12 East, from which a 5/8-inch iron rod with cap stamped "Ferrell PS 25209" found at the northwest corner of said Section 11 bears, South 89°47'43" West, a distance of 57.68 feet.

**Total easement description containing 2,587.20 linear feet or 156.80 rods, and containing 1.19 acres of land, more or less.**

#### **PARCEL 8**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Grant of Right-of-Way dated August 1, 2023 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company, evidenced of record by that certain Notice of Grant of Right-of-Way filed of record on October 5, 2023, as Document No. 2232693, in Book 355, Page 4271, in the records of Torrance County, New Mexico.

#### **SunZia Access Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A STATE OF NEW MEXICO TRACT SITUATED IN SECTION 02, TOWNSHIP 05 NORTH, RANGE 12 EAST, N.M.P.M., TORRANCE COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 02 AND THE NORTH LINE OF LOT 4 OF SAID SECTION 02, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING at a calculated point in the south line of the southwest quarter of the southwest quarter of said Section 02, from which a GLO brass cap found at southeast corner of said Section 02 bears, North 89°47'43" East, a distance of 5,222.89 feet;

( SW/4 OF SW/4)

THENCE, over and across the southwest quarter of the southwest quarter of said Section 02, the following three (3) courses and distances:

1) North 00°21'08" East, a distance of 336.47 feet to a calculated point;

2) North 00°01'31" West, a distance of 584.61 feet to a calculated point;

3) North 00°08'52" East, a distance of 399.29 feet to a calculated point;

Said SW/4 of SW/4 containing 1,320.37 linear feet or 80.02 rods, and containing 0.61 acres of land, more or less.

( NW/4 OF SW/4)

THENCE, over and across the northwest quarter of the southwest quarter of said Section 02, the following two (2) courses and distances:

- 1) North 00°08'52" East, a distance of 917.68 feet to a calculated point;
- 2) North 00°06'46" West, a distance of 402.69 feet to a calculated point;

Said NW/4 OF SW/4 containing 1,320.37 linear feet or 80.02 rods and containing 0.61 acres of land, more or less.

( SW/4 OF NW/4)

THENCE, over and across the southwest quarter of the northwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°06'46" West, a distance of 678.43 feet to a calculated point;
- 2) North 00°15'37" East, a distance of 403.81 feet to a calculated point;
- 3) North 01°20'38" East, a distance of 238.16 feet to a calculated point;

Said SW/4 OF NW/4 containing 1,320.40 linear feet or 80.02 rods, and 0.61 acres of land, more or less.

(LOT 4)

THENCE, over and across Lot 4 of said Section 02, the following four (4) courses and distances:

- 1) North 01°20'38" East, a distance of 50.24 feet to a calculated point;
- 2) North 00°16'15" West, a distance of 657.20 feet to a calculated point;
- 3) North 00°16'57" East, a distance of 206.96 feet to a calculated point;
- 4) North 00°50'55" East, a distance of 345.51 feet to the POINT OF TERMINUS in the north line of said Section 02, from which a GLO brass cap found at the northwest corner of said Section 02 bears, South 89°37'43" West, a distance of 78.06 feet.

Said Lot 4 containing 1259.91 linear feet or 76.36 rods, and containing 0.58 acres of land, more or less.

Total easement description containing 5,221.05 linear feet or 316.42 rods, and containing 2.41 acres of land, more or less.

**PART C:**

**Description of SunZia NMSLO Wind Leases, NMSLO Turbine Overleased Land  
and NMSLO Non-Turbine Overleased Land**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-0108) dated October 21, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC), evidenced of record by that certain Memorandum of Business Lease filed of record on October 31, 2022, as Document No. 2223213, in Book 352, Page 3164, in the records of Torrance County, New Mexico.

**NMSLO Turbine Overleased Land:**

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 13: Lots 1-4, E2

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 18: W2

**NMSLO Non-Turbine Overleased Land:**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 16: E2E2

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 1: Lot 1

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 12: E2E2

Section 13: E2E2

Section 24: E2E2

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-106) dated June 27, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, evidenced of record by that certain Memorandum of Business Lease filed of record on July 12, 2022, as Document No. 2222173, in Book 351, Page 3762; as assigned to SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC) by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October

24, 2022, as Document No.2223163, in Book 352, Page 2981; as partially released by that certain Partial Relinquishment, Release, and Quitclaim Deed dated January 31, 2023, filed of record on March 23, 2023, as Document No. 2230758, in Book 354, Page 2028; all in the records of Torrance County, New Mexico.

**NMSLO Non-Turbine Overleased Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Lot 1, E2SE4

Township 9 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Portion of Lot 1, E2SE4  
Section 12: E2E2  
Section 13: E2E2  
Section 24: E2E2  
Section 25: E2E2  
Section 36: E2E2

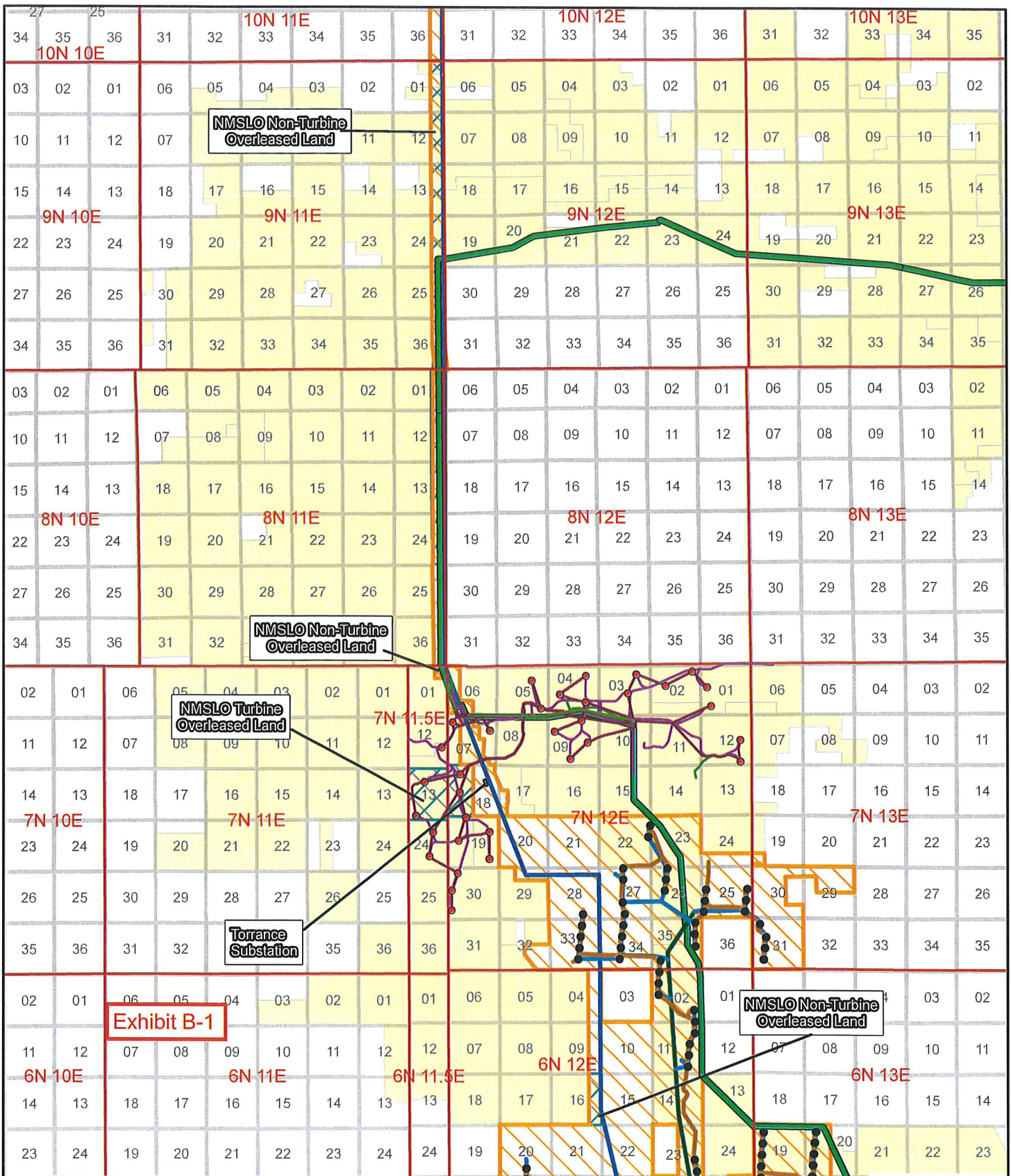
Township 9 North, Range 12 East, N.M.P.M., Torrance County, New Mexico  
Section 6: Lots 4 and 5



**EXHIBIT B-1**

**Overall Map**

*[See Attached]*



## Legend

### Avangrid Projects

- El Cabo Turbine
- El Cabo Access Road
- El Cabo Overhead Collector
- El Cabo Underground Collector
- El Cabo Gen-Tie
- Torrance Substation

### Pattern

- El Cabo Lease Boundary
- Pattern Project Data
- SZW Turbine (Within 5 miles of El Cabo turbines)
- SZW Existing Access Road
- SZW New Access Road
- SZW Overhead Collection
- SZW Underground Collection

- SZW Gen-Tie Centerline
- SZW Design Boundary 180'
- Avangrid NMSLO Lease
- State Land Wind Lease
- SunZia Wind Project Area
- Township
- Section

## SunZia Wind North & El Cabo Project Turbine Locations



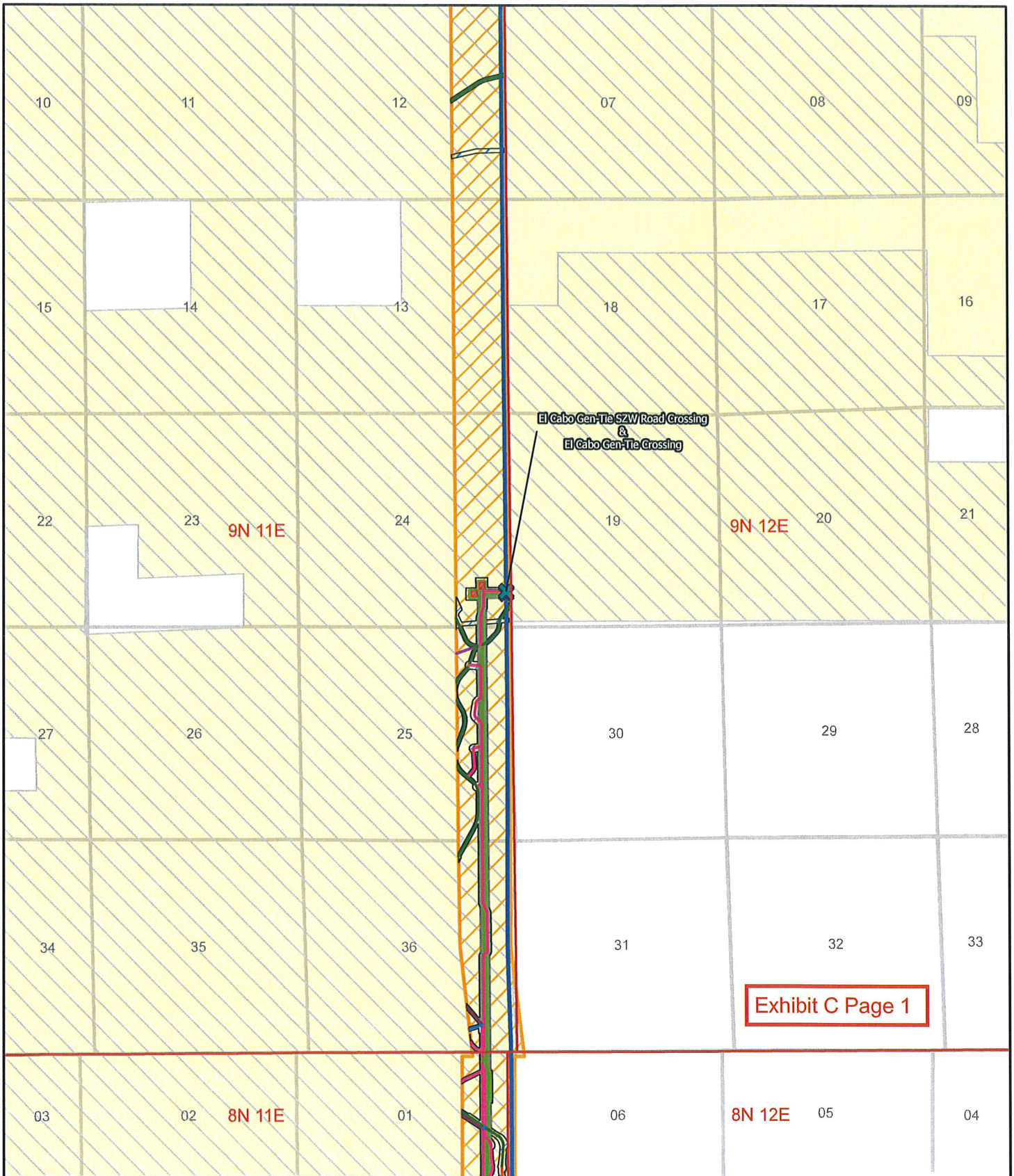
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Distances/Acreages in this map are computer generated approximations only and should not be used for authoritative definition of legal boundary, or property title.

**EXHIBIT C**  
**Depiction of Allowable Facilities**

*[See Attached Numerous Maps]*





## Legend

- El Cabo Gen-Tie SZW Road Crossing & Gen-Tie Crossing
- El Cabo Gen-Tie
- El Cabo Lease Boundary
- Pattern Project Data
- SZW Gen-Tie Centerline
- SZW Overhead Collection
- SZW Underground Collection
- SZW Existing Private Road Upgrade - 16 ft
- SZW Existing Public Gravel Road
- SZW Proposed 16 ft Access Road
- SZW Proposed 16 ft Oh Riser Pole Access Road
- SZW Tline/Oh Collection Access Corridor
- SZW Pull Pocket Impacts Outside ROW 300' x 300'
- SZW Standard Pull Pocket
- SZW Gen-Tie Easement 250'
- SZW Disturbance Corridor
- SZW Design Boundary 180'
- State Land Wind Lease
- SunZia Wind Project Area
- Township
- Section

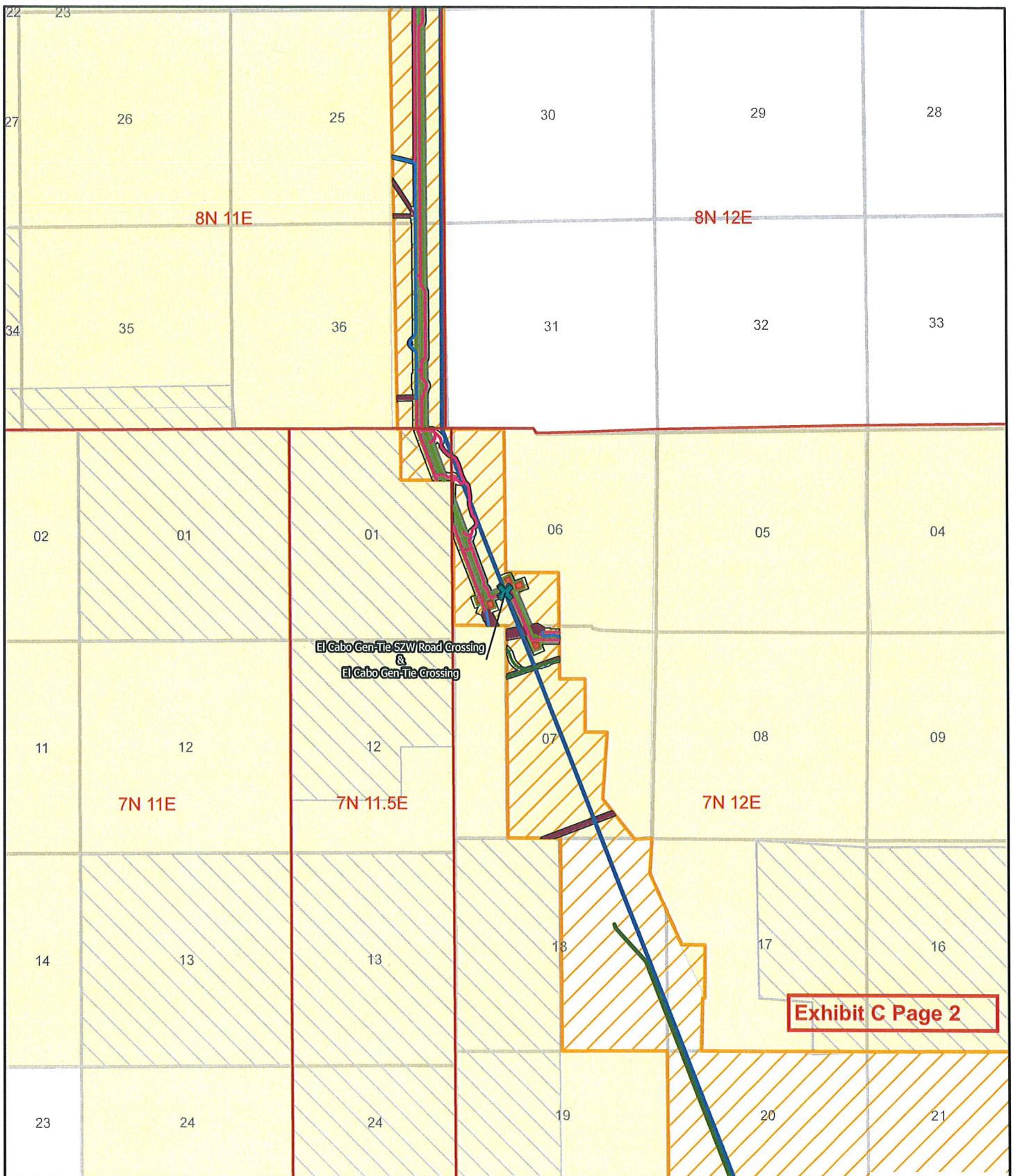
## SunZia Wind & El Cabo Project El Cabo Gen-Tie SZW Road Crossing & Gen-Tie Crossing



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# Legend

- El Cabo Gen-Tie SZW Road Crossing & Gen-Tie Crossing
- La Joya Gen-Tie
- El Cabo Gen-Tie
- El Cabo Lease Boundary
- Pattern Project Data
- SZW Gen-Tie Centerline
- SZW Overhead Collection
- SZW Underground Collection
- SZW Proposed 16 ft Access Road
- SZW Proposed 16 ft Oh Riser Pole Access Road
- SZW Tline/Oh Collection Access Corridor
- SZW Pull Pocket Impacts Outside ROW 300' x 300'
- SZW Standard Pull Pocket
- SZW Gen-Tie Easement 250'
- SZW Disturbance Corridor
- SZW Design Boundary 180'
- State Land Wind Lease
- SunZia Wind Project Area
- Township
- Section

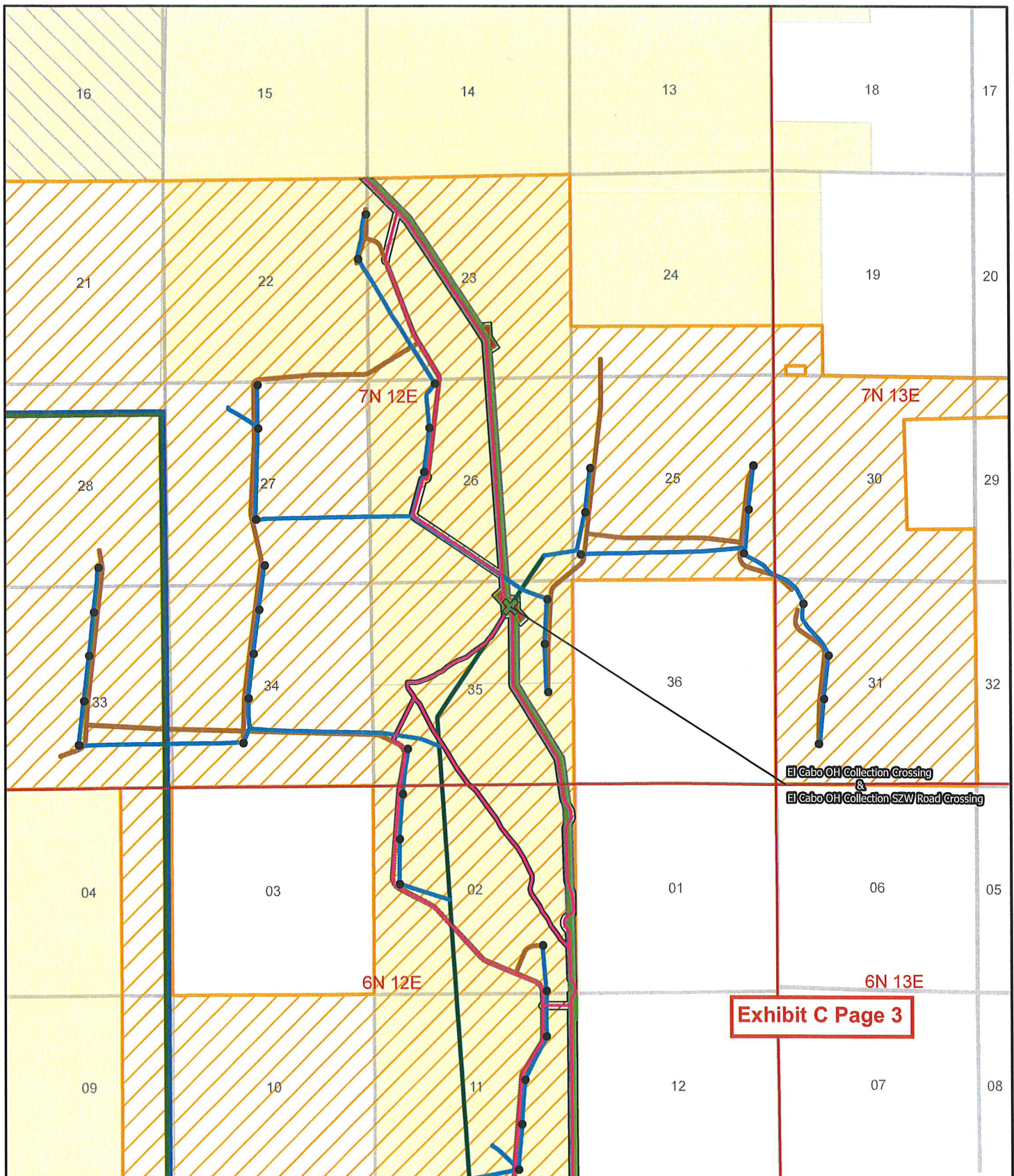
## SunZia Wind & El Cabo Project El Cabo Gen-Tie SZW Road Crossing & Gen-Tie Crossing



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## Legend

El Cabo OH Collection SZW Road Crossing & OH Collection Crossing

### Avangrid Projects

- El Cabo Turbine
- La Joya Gen-Tie
- El Cabo Access Road
- El Cabo Overhead Collector
- El Cabo Underground Collector

El Cabo Gen-Tie

El Cabo Lease Boundary

Pattern Project Data

SZW Gen-Tie Centerline

SZW Tline/Oh Collection Access Corridor

SZW Pull Pocket Impacts Outside ROW 300' x 300'

SZW Standard Pull Pocket

SZW Gen-Tie Easement 250'

SZW Disturbance Corridor

SZW Design Boundary 180'

State Land Wind Lease

SunZia Wind Project Area

Township

Section

## SunZia Wind & El Cabo Project El Cabo OH Collection SZW Road Crossing & OH Collection Crossing

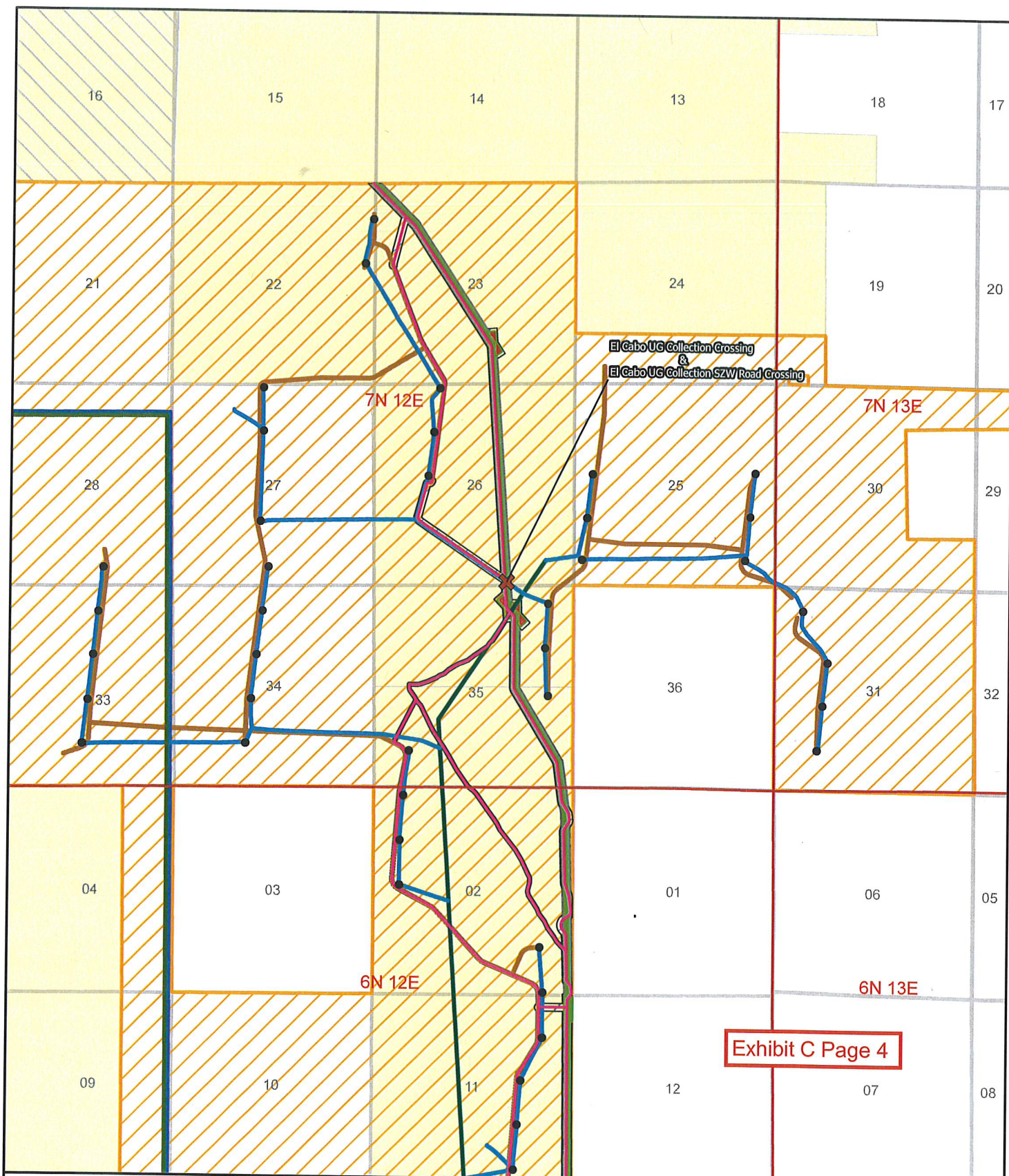
Pattern

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## Legend

✕ El Cabo UG Collection SZW Road Crossing & UG Collection Crossing

### Avangrid Projects

- El Cabo Turbine
- La Joya Gen-Tie
- El Cabo Access Road
- El Cabo Overhead Collector
- El Cabo Underground Collector

— El Cabo Gen-Tie

— El Cabo Lease Boundary

### Pattern Project Data

- SZW Gen-Tie Centerline
- SZW Tline/Oh Collection Access Corridor
- SZW Pull Pocket Impacts Outside ROW 300' x 300'
- SZW Standard Pull Pocket
- SZW Gen-Tie Easement 250'

— SZW Disturbance Corridor

— SZW Design Boundary 180'

— State Land Wind Lease

— SunZia Wind Project Area

— Township

— Section

## SunZia Wind & El Cabo Project El Cabo UG Collection SZW Road Crossing & UG Collection Crossing

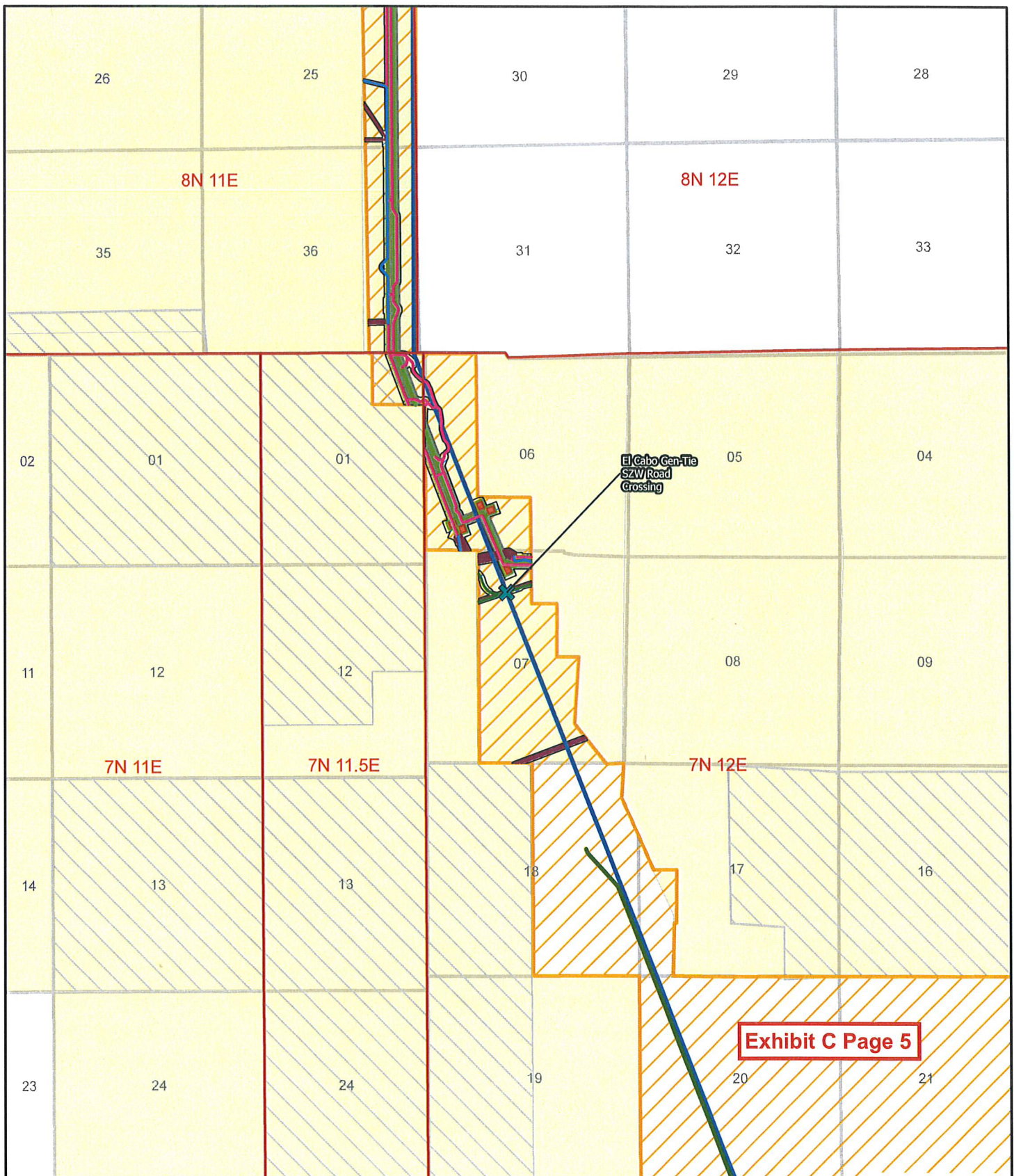
Pattern

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## Legend

- |                                   |   |                           |
|-----------------------------------|---|---------------------------|
| El Cabo Gen-Tie SZW Road Crossing | SZW Overhead Collection                         | SZW Gen-Tie Easement 250' |
| La Joya Gen-Tie                   | SZW Underground Collection                      | SZW Disturbance Corridor  |
| El Cabo Gen-Tie                   | SZW Proposed 16 ft Access Road                  | SZW Design Boundary 180'  |
| El Cabo Lease Boundary            | SZW Proposed 16 ft Oh Riser Pole Access Road    | State Land Wind Lease     |
| Pattern Project Data              | SZW Tline/Oh Collection Access Corridor         | SunZia Wind Project Area  |
| SZW Gen-Tie Centerline            | SZW Pull Pocket Impacts Outside ROW 300' x 300' | Township                  |
|                                   | SZW Standard Pull Pocket                        | Section                   |

## SunZia Wind & El Cabo Project El Cabo Gen-Tie SZW Road Crossing

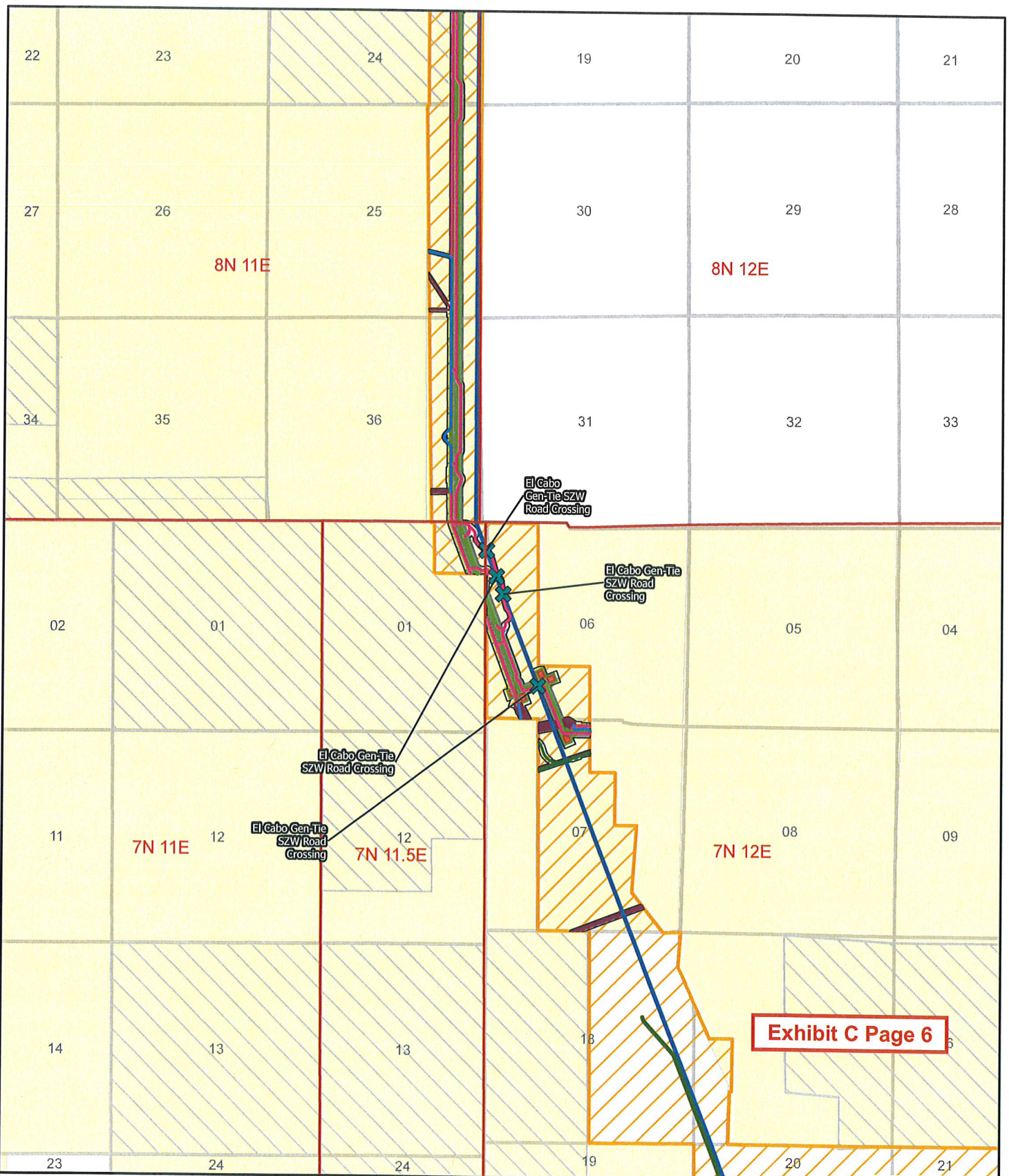
Pattern

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## Legend

- |                                   |   |                           |
|-----------------------------------|---|---------------------------|
| El Cabo Gen-Tie SZW Road Crossing | SZW Overhead Collection                         | SZW Gen-Tie Easement 250' |
| La Joya Gen-Tie                   | SZW Underground Collection                      | SZW Disturbance Corridor  |
| El Cabo Gen-Tie                   | SZW Proposed 16 ft Access Road                  | SZW Design Boundary 180'  |
| El Cabo Lease Boundary            | SZW Proposed 16 ft Oh Riser Pole Access Road    | State Land Wind Lease     |
| Pattern Project Data              | SZW Tline/Oh Collection Access Corridor         | SunZia Wind Project Area  |
| SZW Gen-Tie Centerline            | SZW Pull Pocket Impacts Outside ROW 300' x 300' | Township                  |
|                                   | SZW Standard Pull Pocket                        | Section                   |

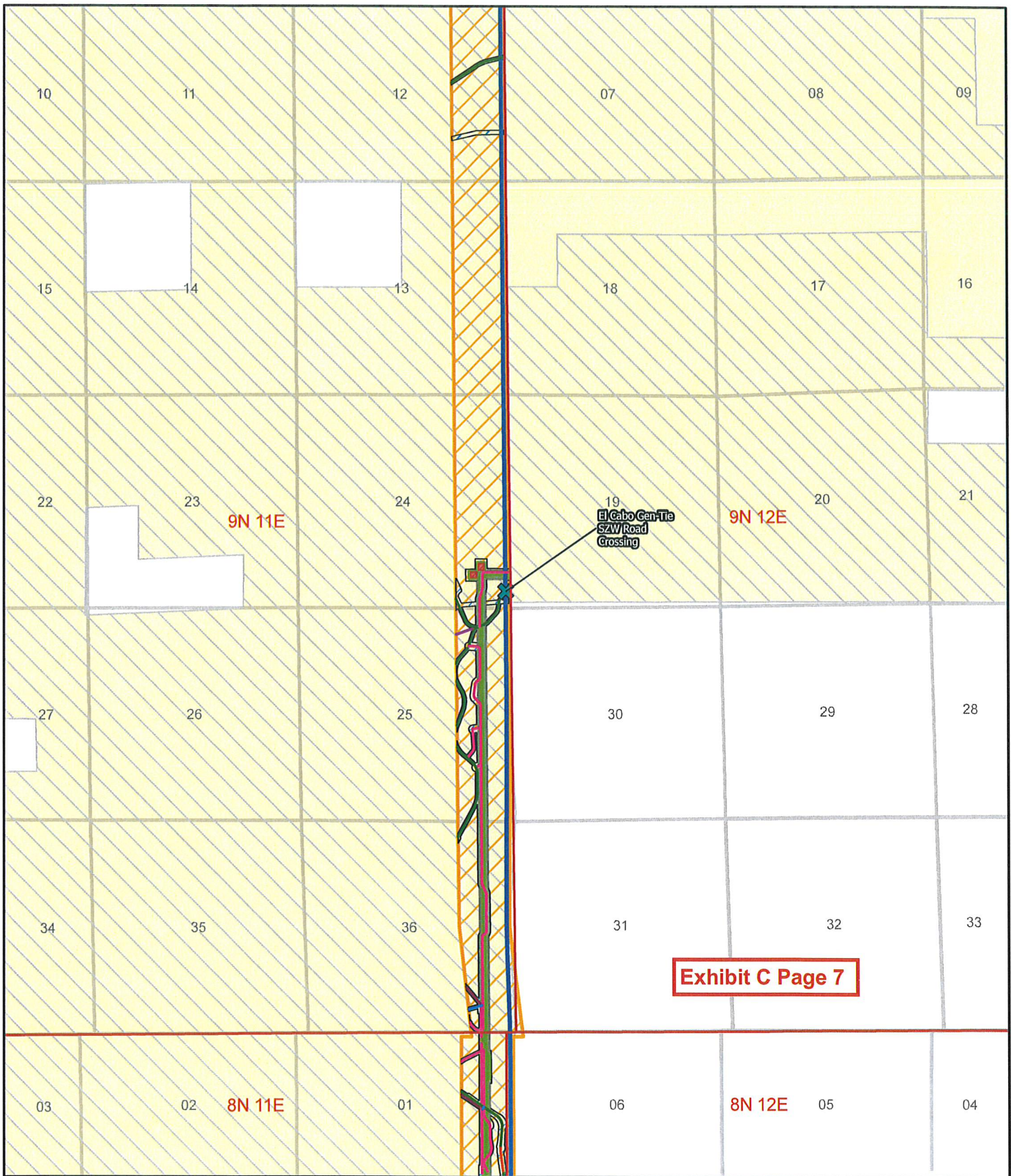
## SunZia Wind & El Cabo Project El Cabo Gen-Tie SZW Road Crossing



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### Legend

El Cabo Gen-Tie SZW Road Crossing	SZW Existing Private Road Upgrade - 16 ft	SZW Gen-Tie Easement 250'
El Cabo Gen-Tie	SZW Existing Public Gravel Road	SZW Disturbance Corridor
El Cabo Lease Boundary	SZW Proposed 16 ft Access Road	SZW Design Boundary 180'
Pattern Project Data	SZW Proposed 16 ft Oh Riser Pole Access Road	State Land Wind Lease
SZW Gen-Tie Centerline	SZW Tline/Oh Collection Access Corridor	SunZia Wind Project Area
SZW Overhead Collection	SZW Pull Pocket Impacts Outside ROW 300' x 300'	Township
SZW Underground Collection	SZW Standard Pull Pocket	Section

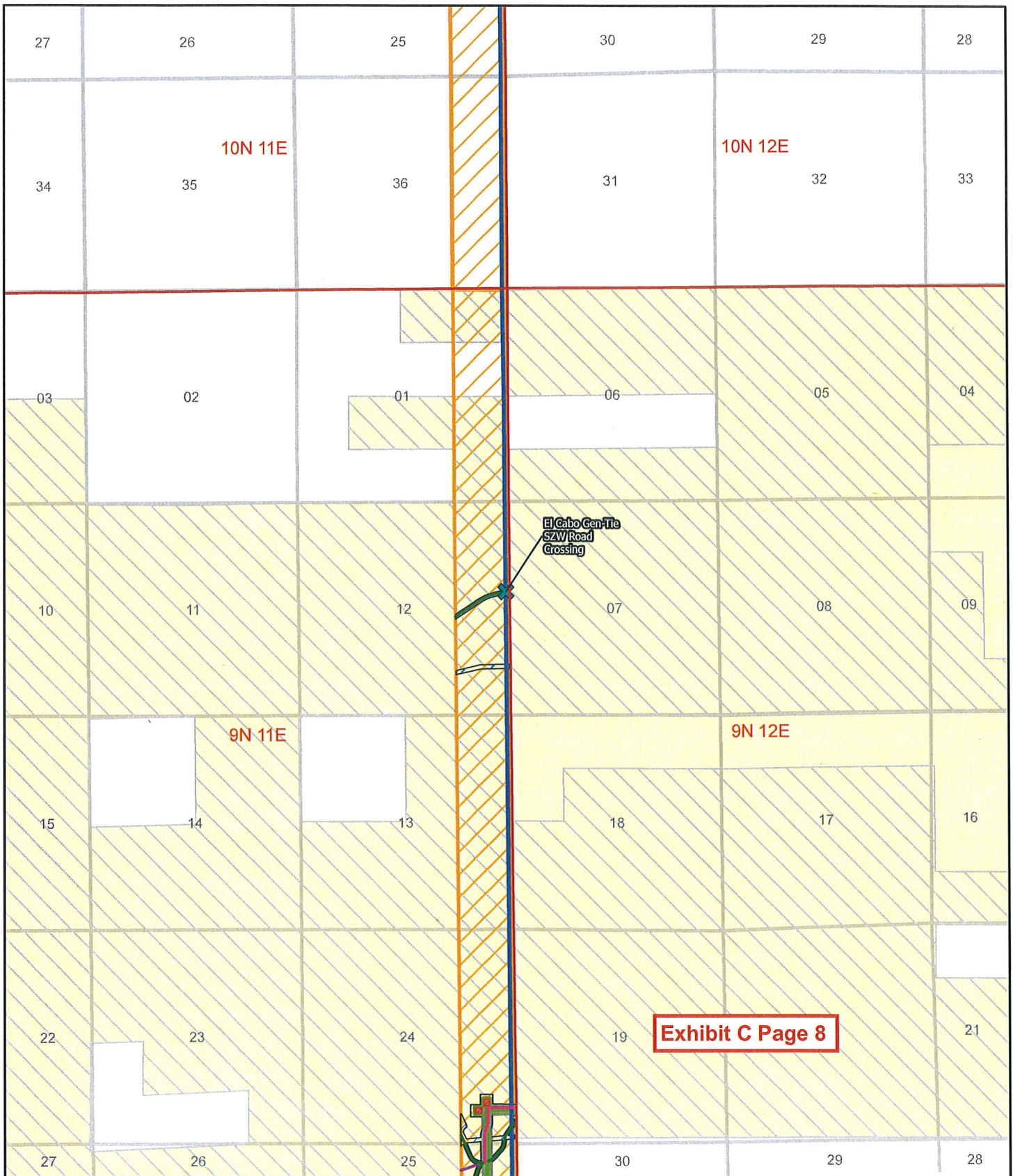
## SunZia Wind & El Cabo Project

### El Cabo Gen-Tie SZW Road Crossing

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## Legend

- |   |   |
|---|---|
| El Cabo Gen-Tie SZW Road Crossing       | SZW Pull Pocket Impacts Outside ROW 300' x 300' |
| El Cabo Gen-Tie                         | SZW Standard Pull Pocket                        |
| El Cabo Lease Boundary                  | SZW Gen-Tie Easement 250'                       |
| Pattern Project Data                    | SZW Disturbance Corridor                        |
| SZW Gen-Tie Centerline                  | SZW Design Boundary 180'                        |
| SZW Existing Public Gravel Road         | State Land Wind Lease                           |
| SZW Proposed 16 ft Access Road          | SunZia Wind Project Area                        |
| SZW Tline/Oh Collection Access Corridor | Township  |
|   | Section   |

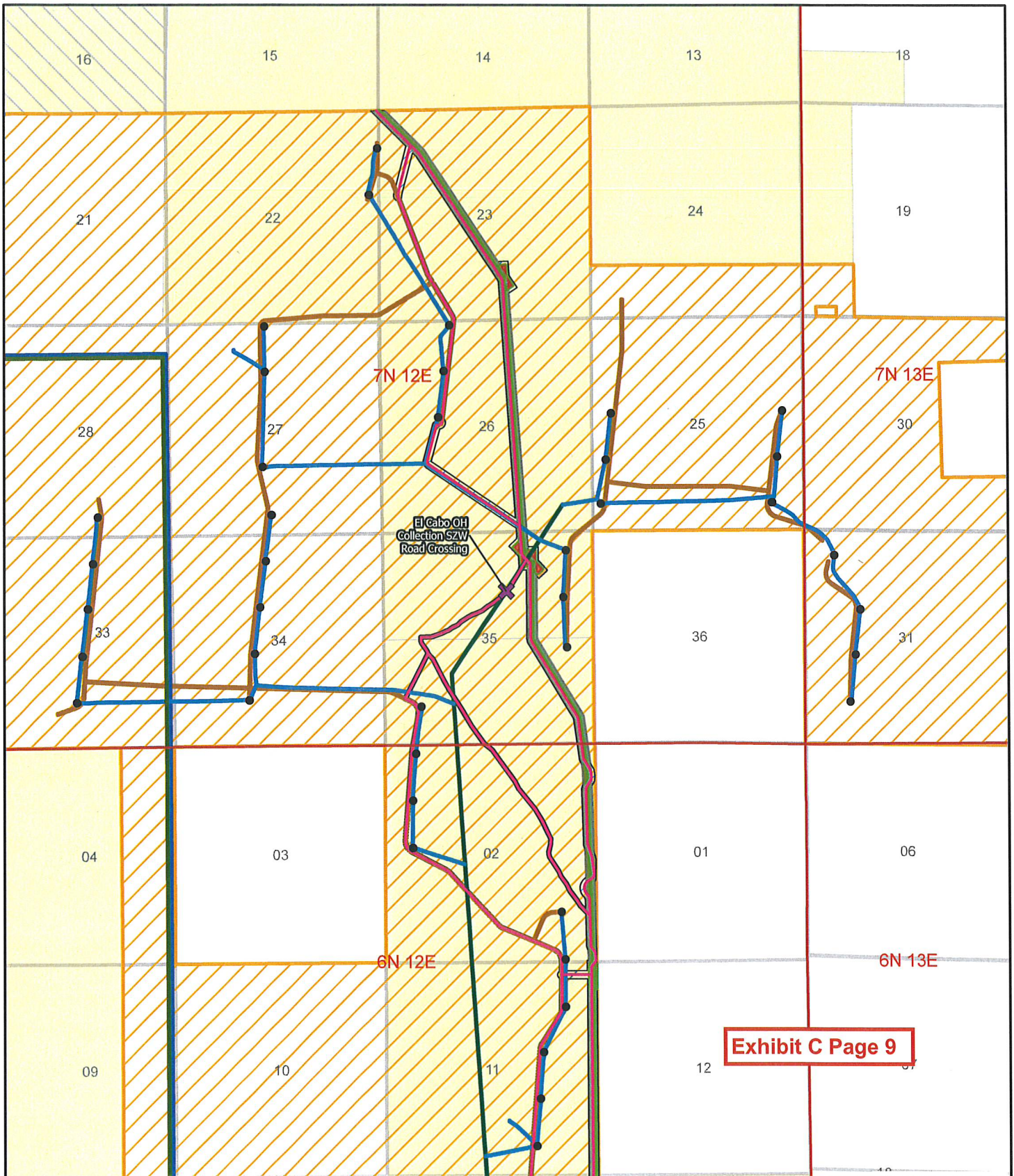
## SunZia Wind & El Cabo Project El Cabo Gen-Tie SZW Road Crossing



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## Legend

- |   |   |                            |
|---|---|----------------------------|
| ✕ El Cabo OH Collection SZW Road Crossing | — El Cabo Gen-Tie                                 | ▨ SZW Disturbance Corridor |
| ● El Cabo Turbine                         | ▨ El Cabo Lease Boundary                          | ▨ SZW Design Boundary 180' |
| — La Joya Gen-Tie                         | — Pattern Project Data                            | ▨ State Land Wind Lease    |
| — El Cabo Access Road                     | — SZW Gen-Tie Centerline                          | ▨ SunZia Wind Project Area |
| — El Cabo Overhead Collector              | — SZW Tline/Oh Collection Access Corridor         | ▨ Township                 |
| — El Cabo Underground Collector           | ▨ SZW Pull Pocket Impacts Outside ROW 300' x 300' | ▨ Section                  |
|   | ▨ SZW Standard Pull Pocket                        |                            |
|   | ▨ SZW Gen-Tie Easement 250'                       |                            |

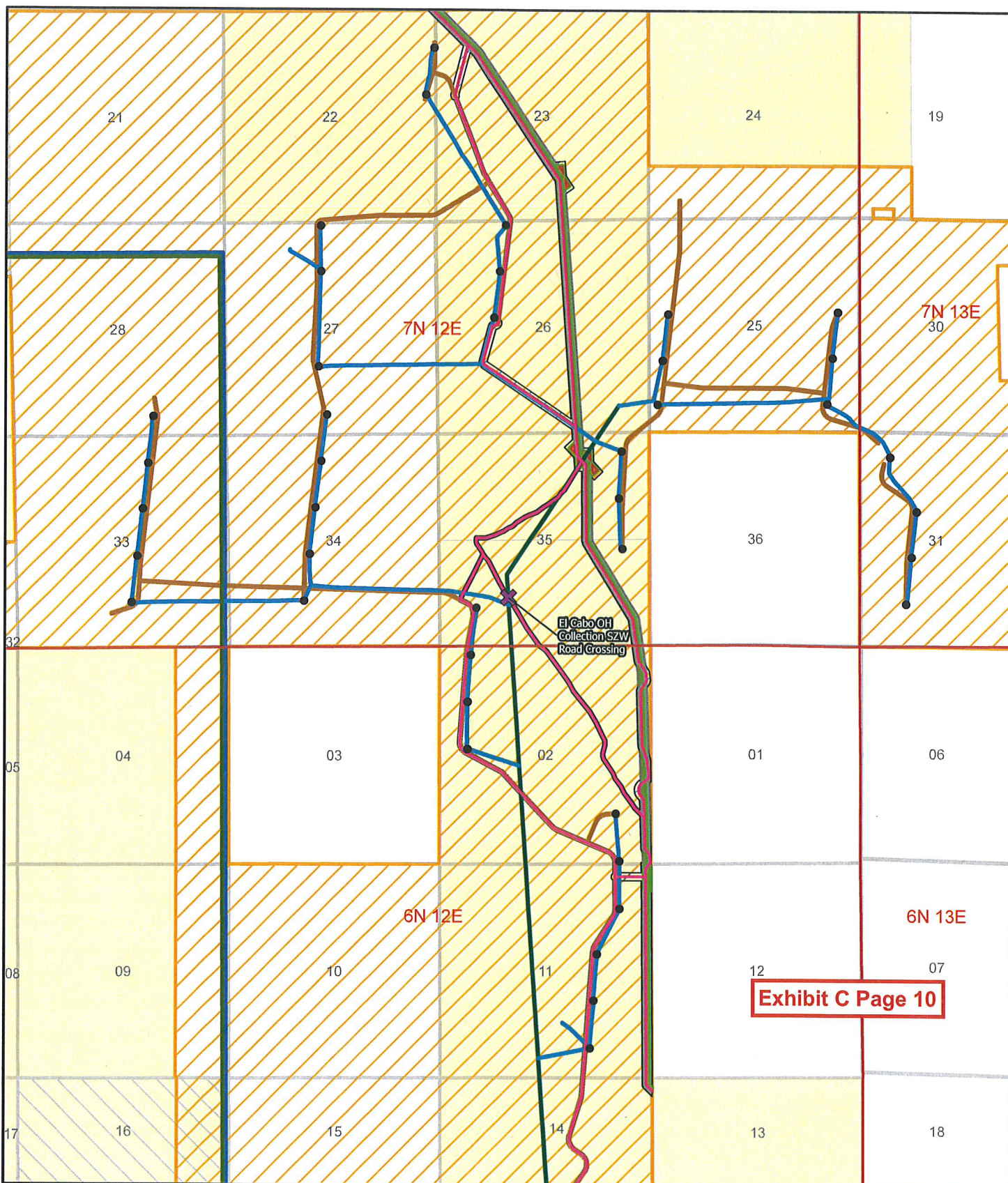
## SunZia Wind & El Cabo Project El Cabo OH Collection SZW Road Crossing



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Distances/Acreages in this map are computer generated approximations only and should not be used for authoritative definition of legal boundary, or property title.





## Legend

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>El Cabo OH Collection SZW Road Crossing</li> </ul> | <ul style="list-style-type: none"> <li>El Cabo Gen-Tie</li> </ul>                                 | <ul style="list-style-type: none"> <li>SZW Disturbance Corridor</li> </ul> |
| <ul style="list-style-type: none"> <li>El Cabo Lease Boundary</li> </ul>                  | <ul style="list-style-type: none"> <li>SZW Design Boundary 180'</li> </ul>                        | <ul style="list-style-type: none"> <li>State Land Wind Lease</li> </ul>    |
| <ul style="list-style-type: none"> <li>Avangrid Projects</li> </ul>                       | <ul style="list-style-type: none"> <li>Pattern Project Data</li> </ul>                            | <ul style="list-style-type: none"> <li>SunZia Wind Project Area</li> </ul> |
| <ul style="list-style-type: none"> <li>El Cabo Turbine</li> </ul>                         | <ul style="list-style-type: none"> <li>SZW Gen-Tie Centerline</li> </ul>                          | <ul style="list-style-type: none"> <li>Township</li> </ul>                 |
| <ul style="list-style-type: none"> <li>La Joya Gen-Tie</li> </ul>                         | <ul style="list-style-type: none"> <li>SZW Tline/Oh Collection Access Corridor</li> </ul>         | <ul style="list-style-type: none"> <li>Section</li> </ul>                  |
| <ul style="list-style-type: none"> <li>El Cabo Access Road</li> </ul>                     | <ul style="list-style-type: none"> <li>SZW Pull Pocket Impacts Outside ROW 300' x 300'</li> </ul> |  |
| <ul style="list-style-type: none"> <li>El Cabo Overhead Collector</li> </ul>              | <ul style="list-style-type: none"> <li>SZW Standard Pull Pocket</li> </ul>                        |  |
| <ul style="list-style-type: none"> <li>El Cabo Underground Collector</li> </ul>           | <ul style="list-style-type: none"> <li>SZW Gen-Tie Easement 250'</li> </ul>                       |  |

## SunZia Wind & El Cabo Project El Cabo OH Collection SZW Road Crossing



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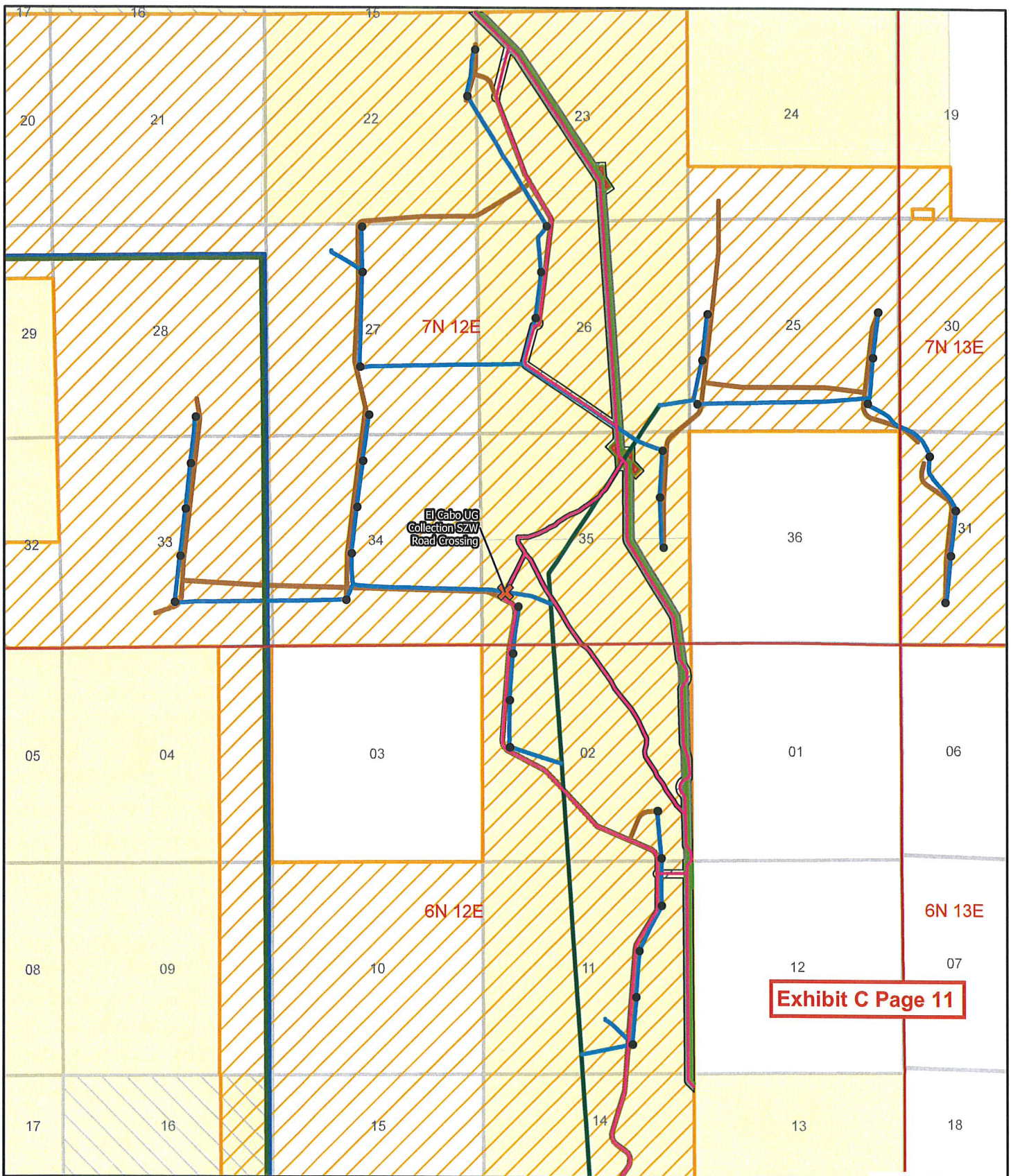


Exhibit C Page 11

## Legend

- |   |  |  |
|---|--|--|
| <p> El Cabo UG Collection SZW Road Crossing</p> <p><b>Avangrid Projects</b></p> <ul style="list-style-type: none"> <li> El Cabo Turbine</li> <li> La Joya Gen-Tie</li> <li> El Cabo Access Road</li> <li> El Cabo Overhead Collector</li> <li> El Cabo Underground Collector</li> </ul> | <ul style="list-style-type: none"> <li> El Cabo Gen-Tie</li> <li> El Cabo Lease Boundary</li> <li> Pattern Project Data</li> <li> SZW Gen-Tie Centerline</li> <li> SZW Tline/Oh Collection Access Corridor</li> <li> SZW Pull Pocket Impacts Outside ROW 300' x 300'</li> <li> SZW Standard Pull Pocket</li> <li> SZW Gen-Tie Easement 250'</li> </ul> | <ul style="list-style-type: none"> <li> SZW Disturbance Corridor</li> <li> SZW Design Boundary 180'</li> <li> State Land Wind Lease</li> <li> SunZia Wind Project Area</li> <li> Township</li> <li> Section</li> </ul> |
|---|--|--|

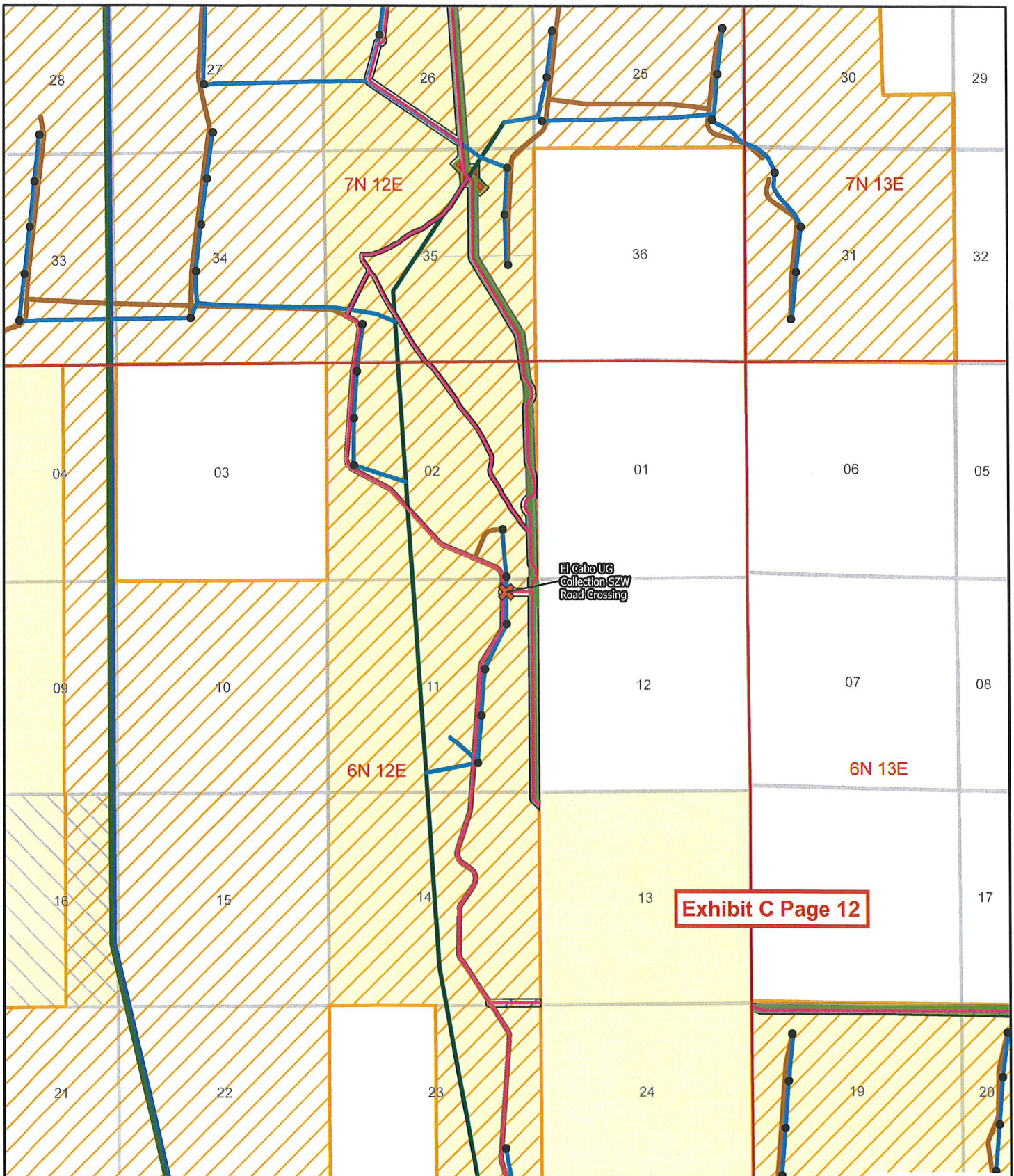
## SunZia Wind & El Cabo Project El Cabo UG Collection SZW Road Crossing



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Distances/Acreages in this map are computer generated approximations only and should not be used for authoritative definition of legal boundary, or property title.





**Legend**

✕ El Cabo UG Collection SZW Road Crossing

Avangrid Projects

- El Cabo Turbine
- La Joya Gen-Tie
- El Cabo Access Road
- El Cabo Overhead Collector
- El Cabo Underground Collector

— El Cabo Gen-Tie

— El Cabo Lease Boundary

Pattern Project Data

- SZW Gen-Tie Centerline
- SZW Tline/Oh Collection Access Corridor
- SZW Pull Pocket Impacts Outside ROW 300' x 300'
- SZW Standard Pull Pocket
- SZW Gen-Tie Easement 250'

- SZW Disturbance Corridor
- SZW Design Boundary 180'
- State Land Wind Lease
- SunZia Wind Project Area
- Township
- Section

**SunZia Wind & El Cabo Project**

**El Cabo UG Collection SZW Road Crossing**

**Pattern**

**PERCHERON**

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Distances/Acreages in this map are computer generated approximations only and should not be used for authoritative definition of legal boundary, or property title.



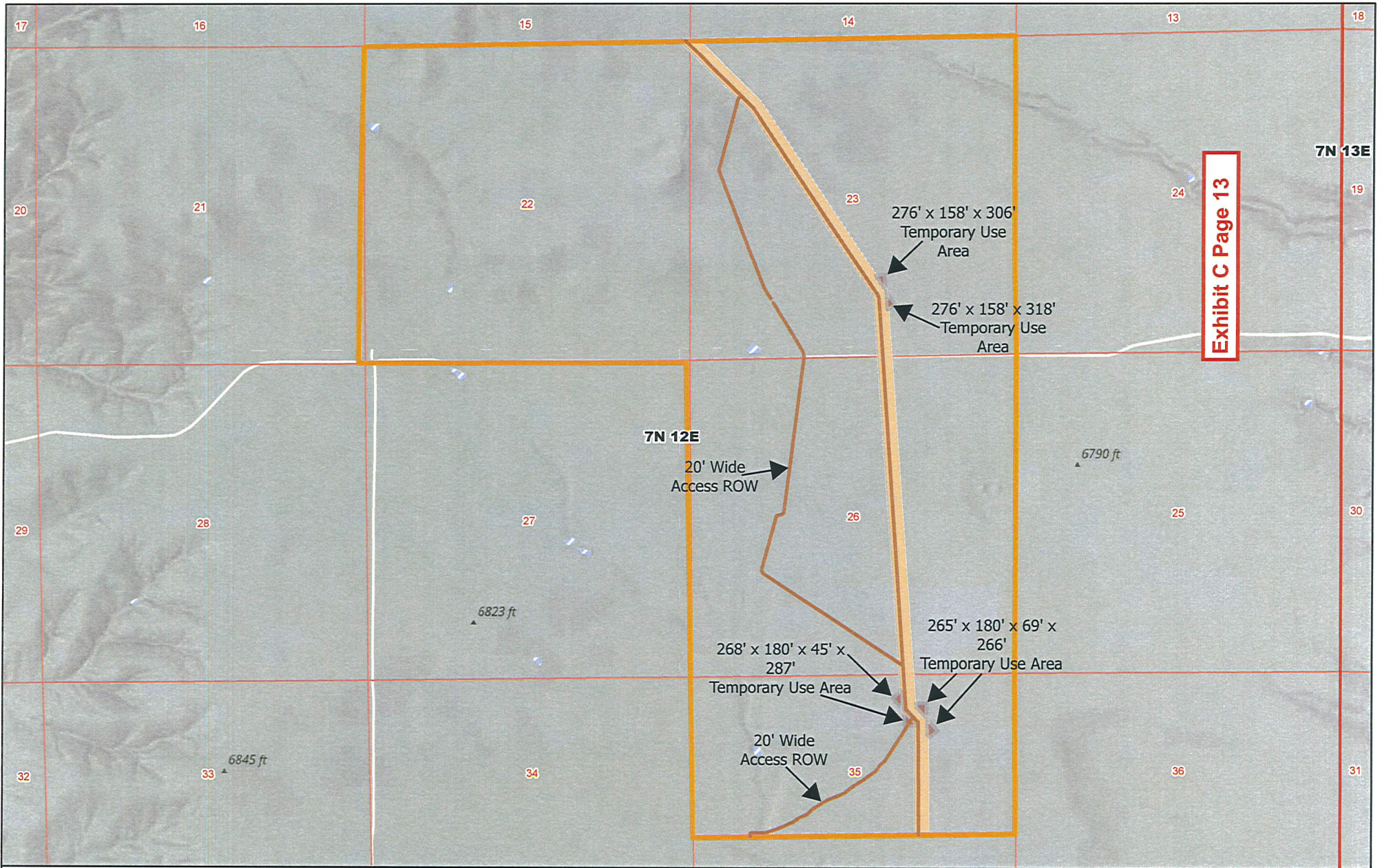


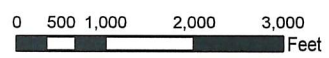
Exhibit C Page 13

- Access ROW
- Temporary Use Area
- Landowner Property
- 250 ft Transmission ROW

Harral, Inc. Leland Harral  
Easement Area  
(Transmission and Access)



8/17/2023





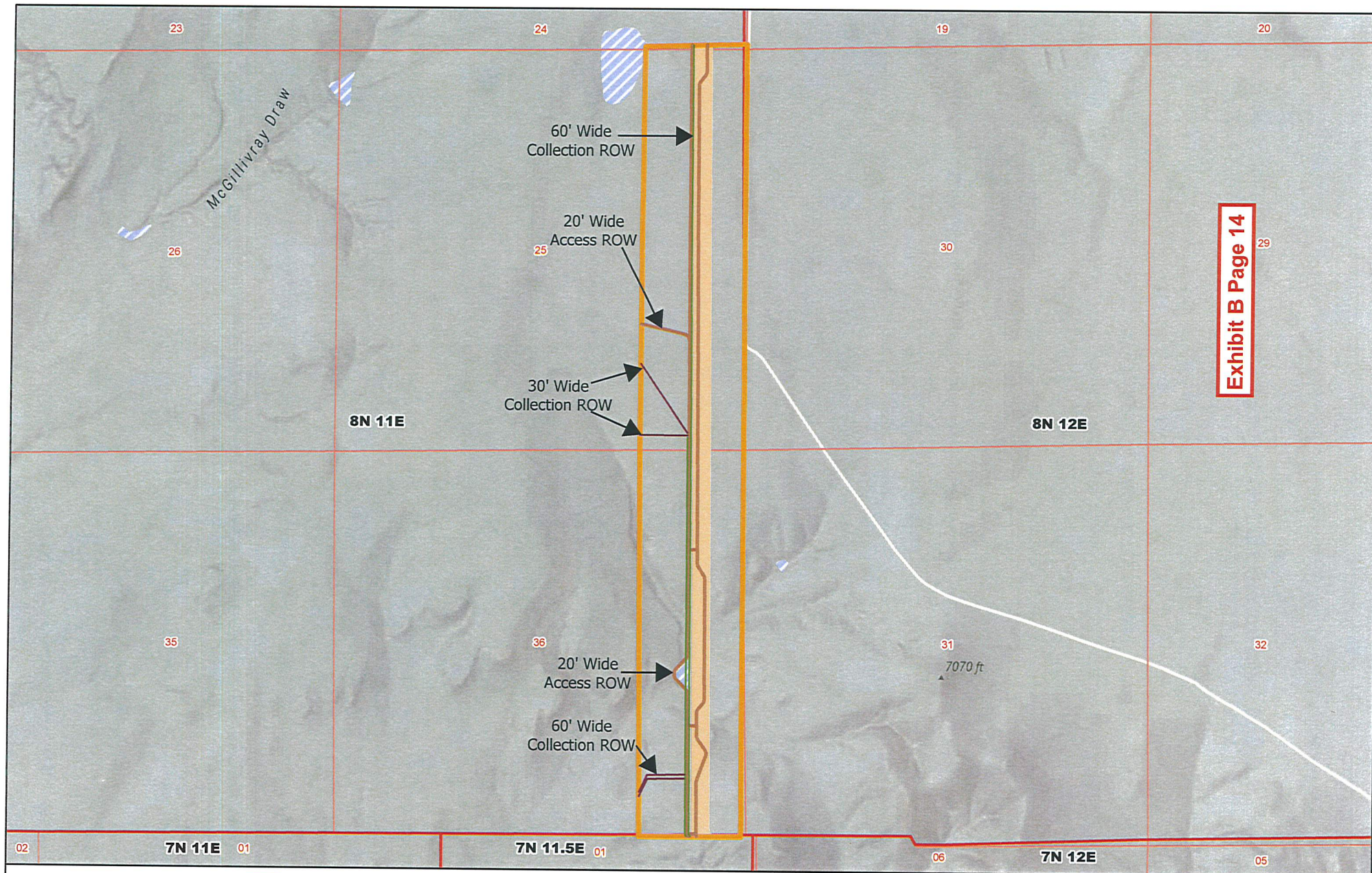
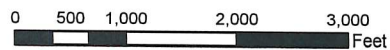


Exhibit B Page 14

- Underground Collection ROW
- Overhead Collection ROW
- Access ROW
- Landowner Property
- 250 ft Transmission ROW

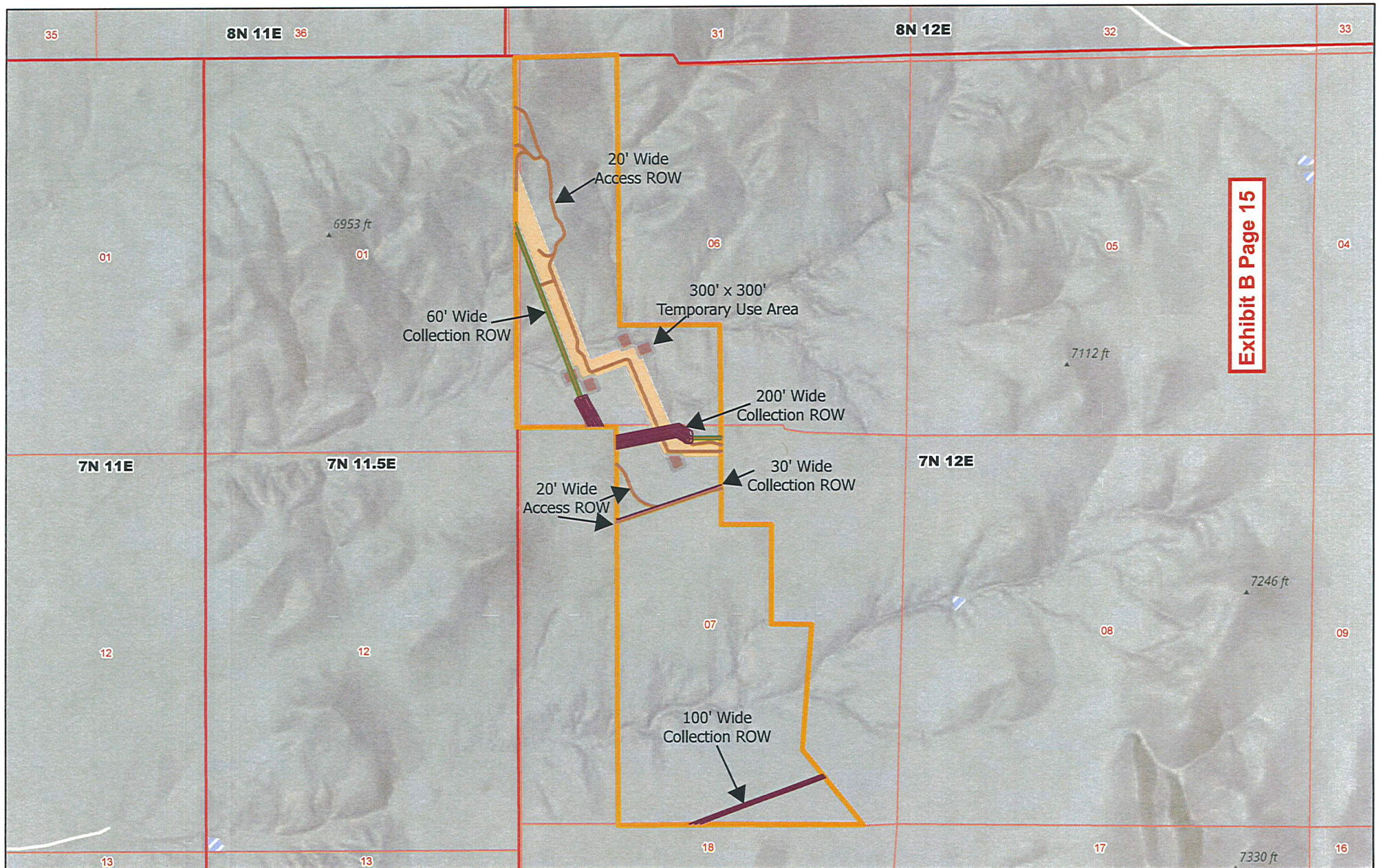
Donald G. Ansley and Carol R. Ansley Revocable Trust  
 Easement Area  
 (Transmission, Collection, and Access)



8/16/2023

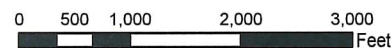






- |                            |                         |
|----------------------------|-------------------------|
| Underground Collection ROW | Temporary Use Area      |
| Overhead Collection ROW    | Landowner Property      |
| Access ROW                 | 250 ft Transmission ROW |

**William H. & Joy K. Wrye  
Easement Area  
(Transmission, Collection, and Access)**



N  
8/17/2023







## Legend

- SZW Gen-Tie Centerline
- 250' ROW
- Harvey-Encino Ranch, LLC
- Township
- Section

**SunZia Wind  
Gen-Tie Routing  
Harvey Encino Ranch, LLC**



**Privileged and Confidential**

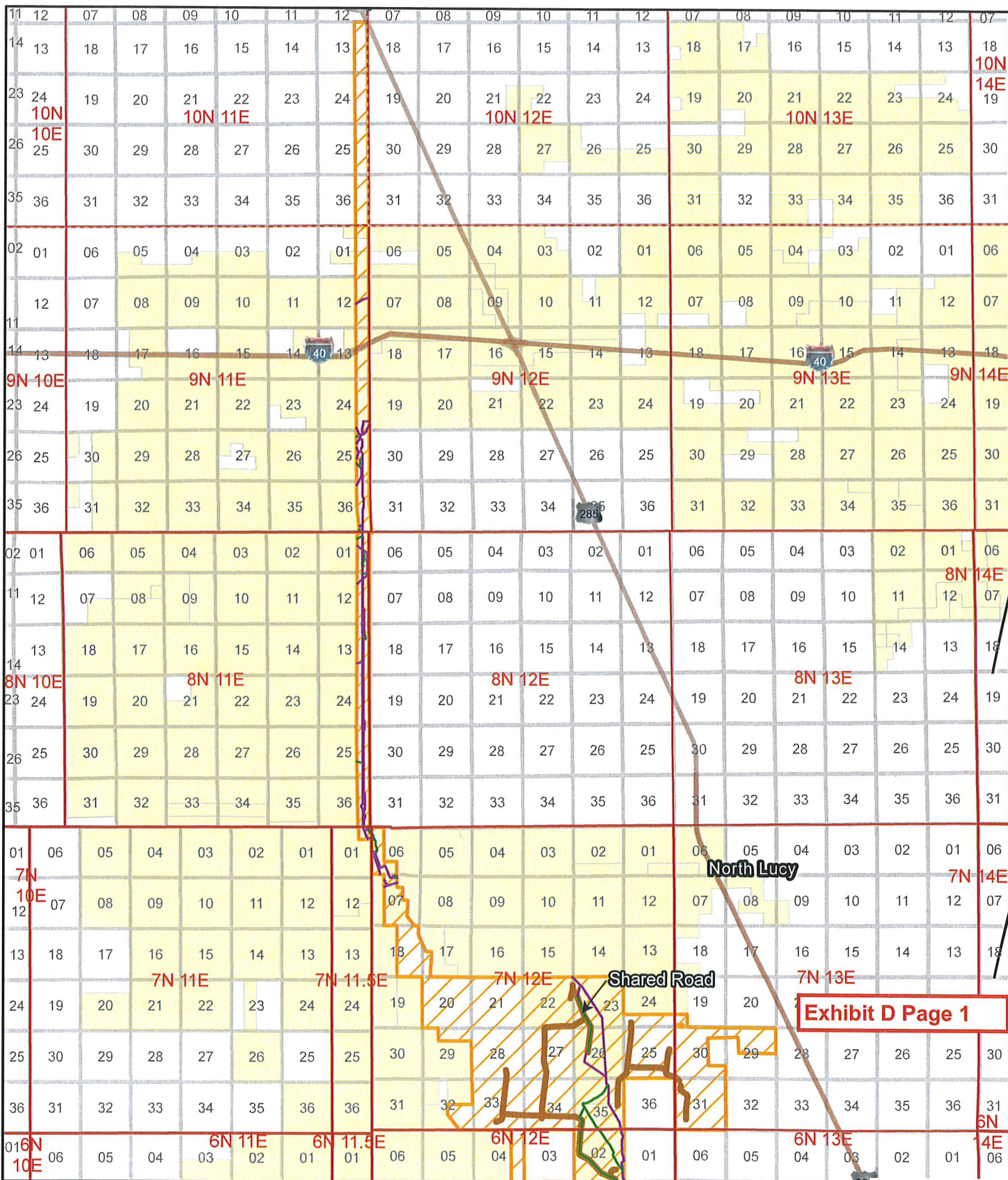
Distances/Acreages in this map are computer generated approximations only and should not be used for authoritative definition of legal boundary, or property title.

## **EXHIBIT D**

### **Depiction of Shared and New Roads**

*[See attached]*





## Legend

- El Cabo Lease Boundary
- El Cabo Access Road
- El Cabo & SZW Shared Road
- SZW Existing Access Road
- SZW New Access Road
- SunZia Wind Project Area
- Township
- Section

Pattern Project Data

## SunZia Wind North & El Cabo Project Access Roads - North View

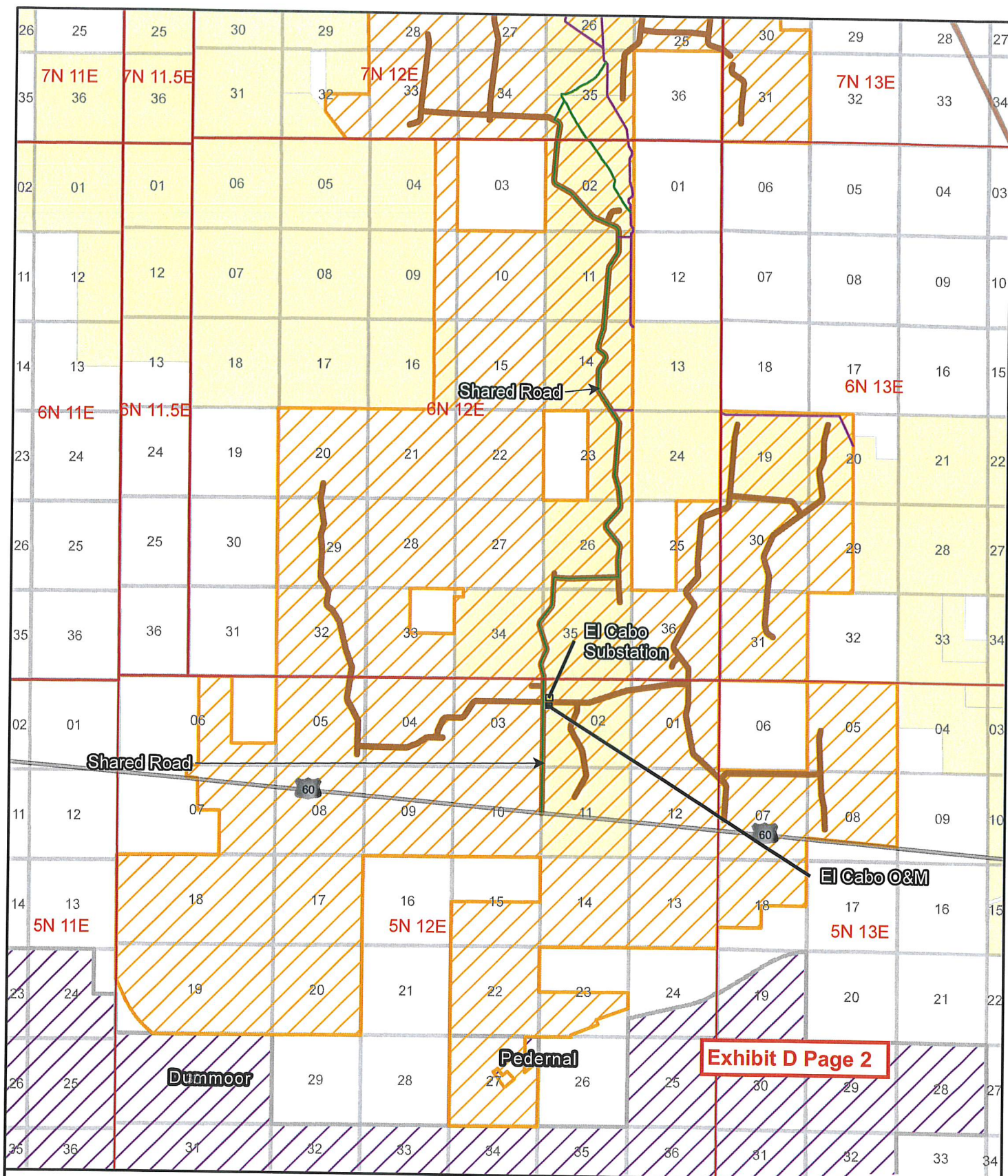
Pattern

PERCHERON

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## Legend

El Cabo Substation

El Cabo O&M

El Cabo Lease Boundary

El Cabo Access Road

El Cabo & SZW Shared Road

Pattern Project Data

SZW Existing Access Road

SZW New Access Road

SunZia Wind Project Area

Township

Section

**SunZia Wind North &  
El Cabo Project  
Access Roads -  
South View**

Pattern

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Distances/Acreages in  
this map are computer  
generated approximations only  
and should not be used for  
authoritative definition of legal  
boundary, or property title.



**EXHIBIT E**

**Design Plans**

*[See Attached]*

# SUNZIA NORTH WIND PROJECT

## 345KV TRANSMISSION LINE

### LOCATION: TORRANCE COUNTY, NEW MEXICO

### AVANGRID CROSSING EXHIBITS - INDEX SHEET

SUNZIA NORTH WIND FARM - 345KV TRANSMISSION LINE - AVANGRID CROSSINGS - INDEX SHEET						
DOCUMENT NAME	DOCUMENT TITLE/DESCRIPTION	FILE TYPE	ATTACHED	CURRENT REV	SUBMITTAL	DATE
SZWN-TL1-A-IDX-001	INDEX SHEET	PDF	X	D	ISSUED FOR REVIEW	10/18/2023
SZWN-TL0-G-BOD-001	DESIGN CRITERIA/BASIS OF DESIGN	PDF		C	60%	1/31/2023
SunZia - North 90% - Avangrid.bak	PLS-CADD .BAK FILE FOR SUNZIA NORTH TRANSMISSION CROSSING AVANGRID EL CABO PROJECT WITH LIDAR UPDATES	.BAK		--	90%	9/1/2023
SZWN2-TL0-E-PP1-002	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-003	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-004	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-005	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-006	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-007	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN2-TL0-E-PP1-008	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN3-TL0-E-PP1-010	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN3-TL0-E-PP1-020	PLAN AND PROFILE	PDF		B	60%	1/31/2023
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SZWN3-TL0-E-PP1-022	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN3-TL0-E-PP1-023	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN3-TL0-E-PP1-024	PLAN AND PROFILE	PDF		B	60%	1/31/2023
SZWN-TL1-G-PD0-D01	345KV TRANSMISSION LINE AND AVANGRID 34.5KV OVERHEAD COLLECTION LINE CROSSING	PDF		B	ISSUED FOR REVIEW	9/1/2023
SZWN-TL1-G-PD0-D02	345KV TRANSMISSION LINE 345KV AVANGRID & 345KV PNM - WESTERN SPIRIT LINE CROSSING	PDF	X	C	ISSUED FOR REVIEW	10/18/2023
SZWN-TL1-G-PD0-D03	345KV TRANSMISSION LINE 345KV AVANGRID & 345KV PNM - WESTERN SPIRIT LINE CROSSING	PDF	X	C	ISSUED FOR REVIEW	10/18/2023
SZWN3-CC3-E-D10-001-04	COLLECTION SYSTEM 345KV TRANSMISSION LINE CROSSING PERMIT	PDF	X	E	ISSUED FOR REVIEW	10/18/2023
SZWN3-CC3-E-D10-001-05	COLLECTION SYSTEM 345KV TRANSMISSION LINE CROSSING PERMIT	PDF		D	ISSUED FOR REVIEW	6/31/2021
SZWN2-CC3-E-D10-001-06	COLLECTION SYSTEM 345KV TRANSMISSION LINE CROSSING PERMIT	PDF		D	ISSUED FOR REVIEW	8/31/2023
SZWN2-CC3-E-D10-001-07	COLLECTION SYSTEM 345KV TRANSMISSION LINE CROSSING PERMIT	PDF		D	ISSUED FOR REVIEW	8/31/2023

SUNZIA NORTH  
WIND PROJECT

TORRANCE  
COUNTY, NEW MEXICO

Rev.	Date	Description	By
A	09/10/23	ISSUED FOR REVIEW	UEI
B	09/10/23	REVISED FILE NAMES	UEI
C	09/20/23	APPENDED P&P SHEETS	UEI
D	10/18/23	ISSUED FOR REVIEW	UEI



PATTERN ENERGY GROUP  
4225 EXECUTIVE SQUARE  
LA JOLLA, CA 92037



FOR REVIEW

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Greenwood Village, Co 80111  
Phone: 720.873.5700  
Fax: 720.873.5701  
www.ultelg.com

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Design By: J. COLANDRINO  
Drawn By: G. PEKULA  
Approved By: G. PARENT  
Project Number: 20.02726

345KV TRANSMISSION LINE  
AVANGRID CROSSING  
EXHIBIT INDEX SHEET

REVISION:  
D  
DRAWING NUMBER:  
SZWN-TL0-A-IDX-001

**EXHIBIT F**

**Form of Memorandum**

*[See attached]*

**Recording Requested by and  
When Recorded Return To:**

SunZia Wind North LLC  
888 Westheimer Road, Suite 350  
Houston, Texas 77006  
Attn: Real Estate Legal Department

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**MEMORANDUM OF CONSENT AND CROSSING AGREEMENT**

(SunZia Wind North Project)

THIS MEMORANDUM OF CONSENT AND CROSSING AGREEMENT (this “**Memorandum**”) is made and executed to be effective as of October 31, 2023 (the “**Effective Date**”), by and among **SUNZIA WIND NORTH LLC**, a Delaware limited liability company (formerly named El Corazon Wind LLC), whose address is 1088 Sansome Street, San Francisco, California 94111, Attention: General Counsel, on behalf of itself and its respective successors and assigns (“**SunZia**”), **EL CABO WIND LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**El Cabo**”), **LA JOYA WIND, LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**La Joya**”) and **PACIFIC WIND DEVELOPMENT LLC**, a Delaware limited liability company, whose address is 2701 NW Vaughn Street, Suite 300, Portland, Oregon 97210, Attention: Legal Department on behalf of itself and its respective successors and assigns (“**Pacific Wind**”). SunZia, Pacific Wind, El Cabo and La Joya are sometimes each referred to herein as a “**Party**” and collectively as the “**Parties**.” In addition, Pacific Wind, El Cabo and La Joya are sometimes referred to herein collectively as the “**Affiliate Parties**” and individually as an “**Affiliate Party**”.

**PRELIMINARY STATEMENTS:**

A. SunZia, the Affiliate Parties and (solely as to its interest described in Paragraph C below) Torrance County, New Mexico (“**County**”) are parties to that certain unrecorded Consent and Crossing Agreement dated of even date herewith for the purposes described therein (the “**Agreement**”) and SunZia and the Affiliate Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Agreement and certain of SunZia’s and the Affiliate Parties’ respective rights and obligations thereunder. Capitalized terms used and not defined herein shall have the meaning given the same in the Agreement.

B. El Cabo is the lessee pursuant to those certain lease agreements (collectively, the “**El Cabo Wind Leases**”) set forth on the attached **Exhibit A**, which El Cabo Wind Leases cover all that certain real property in Torrance County in the State of New Mexico described on **Exhibit A** (“**El Cabo Lands**”) and grant to El Cabo rights, certain of which are exclusive, to construct and operate wind energy facilities, including but not limited to wind turbine generators, and facilities for the collection and transmission of electrical energy. El Cabo has constructed and is operating on such El Cabo Lands a 298-MW wind energy project (the “**El Cabo Project**”) consisting of, among other

improvements, turbine generators, substations and switching stations, facilities for the collection and transmission of electrical energy and access roads (collectively, **“El Cabo Facilities”**).

C. Solely in connection with that certain Indenture dated as of December 17, 2015 by and among County, as Issuer, El Cabo Wind Holdings, LLC, as Purchaser, El Cabo, as Company, and BOKF, NA, as Depository, securing certain Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2015 in the maximum principal amount of \$575,000,000, Torrance County, New Mexico holds an interest in the El Cabo Wind Leases, the El Cabo Project, and the El Cabo Facilities.

D. La Joya, an Affiliate of El Cabo, has constructed and is operating two wind energy projects (the **“La Joya Projects”**) in the vicinity of the El Cabo Project, which La Joya Projects include, on El Cabo Lands, transmission lines, access roads and the use of El Cabo’s existing transmission line (to the extent located on El Cabo Lands, the **“La Joya Facilities”**) pursuant to the terms of those easements and undivided interests in certain Wind Leases described on **Exhibit A** (collectively, **“La Joya Easements”**) encumbering the land described in **Exhibit A** (the **“La Joya Lands”**). All of the electricity generated by the La Joya Projects is carried from the Torrance Substation depicted on Exhibit B-1 attached to the Agreement to the point of interconnection using the El Cabo transmission line. The construction, operation, maintenance and use of such La Joya Facilities requires La Joya to access and use portions of the El Cabo Lands.

E. Pacific Wind, an Affiliate of El Cabo and La Joya, is the lessee of undeveloped land (**“Pacific Wind Land”**) in the vicinity of the El Cabo Project and the La Joya Projects, pursuant to those leases described on **Exhibit A** (collectively, the **“Pacific Wind Leases”**).

F. SunZia is developing a wind energy project (the **“SunZia North Wind Project”**), including an electrical transmission gen-tie line, electrical collection lines and access roads to be used for said project, in Torrance County, New Mexico. Portions of the SunZia North Wind Project will be located within El Cabo Lands and Pacific Wind Land (only to the extent said project is located within such El Cabo Lands and Pacific Wind Land, the **“SunZia Project”**), and, in connection with the SunZia Project, SunZia is the lessee under the SunZia NMSLO Wind Leases (as defined below) and the grantee under certain easement agreements (collectively, the **“SunZia Easement Agreements”**), all as described in **Exhibit B**, which SunZia Easement Agreements grant to SunZia the right to construct, install, operate and maintain, as applicable, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads (as each such term is defined below).

G. In connection with the SunZia Project, SunZia has entered into certain leases with the New Mexico Commissioner of Public Lands as described in **Exhibit B (Part C)** (collectively, the **“SunZia NMSLO Wind Leases”**), pursuant to which SunZia leases certain portions of the El Cabo Lands and the Pacific Wind Land for the purposes of SunZia evaluating wind resources and developing, constructing, operating, using, maintaining, repairing, repowering, restoring and removing the SunZia Wind Facilities (as depicted on Exhibit B-1 to the Agreement), and collecting, distributing, transmitting and delivering electrical energy during the operation of the SunZia Project (collectively, the **“Wind Permitted Uses”**), such portions being described on **Exhibit B** as the **“NMSLO Turbine Overleased Land”** or the **“NMSLO Non-Turbine Overleased Land”** and depicted on **Exhibit B-1** to the Agreement. The NMSLO Turbine Overleased Land and the NMSLO Non-Turbine Overleased Land are sometimes referred to herein collectively as the **“NMSLO Overleased Land”**.

H. The SunZia Project's wind facilities to be located within the NMSLO Overleased Land may or will include wind turbines, transmission and distribution lines, collection and communications lines, electric transformers, telecommunications equipment, power generation facilities to be operated in conjunction with wind turbine installations, roads, meteorological towers and wind measurement equipment, and related facilities and equipment, including a line or lines of towers with wires and cables, underground wires and cables for the collection and/or transmission of electrical energy or for communication purposes, and all necessary and proper foundations, footings, crossarms, above-ground junction boxes and splice boxes and other appliances and fixtures for use in connection with the towers, wires and cables on, along and in the NMSLO Overleased Land, together with the appropriate roads that are constructed, installed, or placed in the NMSLO Overleased Land by SunZia (collectively, the "**SunZia Wind Facilities**"). SunZia does not have any right to construct and operate wind turbines on any SunZia Land (as defined below) in which one or more of the Affiliate Parties has an interest other than the NMSLO Turbine Overleased Land.

I. The SunZia Project's electrical transmission gen-tie line (the "**SunZia Gen-Tie Line**") and related structures and improvements are to be located within portions of the El Cabo Lands and the Pacific Wind Land and in the general vicinity of the La Joya Projects, said portions of land being two hundred fifty feet (250') wide and more particularly described on **Exhibit B (Part A)** (collectively, the "**SunZia Gen-Tie Lands**"), pursuant to the SunZia Easement Agreements listed on **Exhibit B (Part A)** as, collectively, the "**SunZia Gen-Tie Easements**". Within the SunZia Gen-Tie Lands, the SunZia Gen-Tie Easements permit, and SunZia will be installing, constructing and operating, one or more overhead or underground electrical transmission gen-tie lines (consisting of a variable number of conductors, overhead and underground wires, communication cables, insulators and other appurtenances, facilities and devices) for the transmission and/or distribution of electrical energy, and for communication purposes associated therewith, consisting of structures, foundations, anchors, guys, crossarms and necessary fixtures and wires and cables attached thereto, and all structures and equipment necessary or convenient in connection therewith, and access roads (collectively, the "**SunZia Gen-Tie Facilities**"), together with the right to erect, construct, reconstruct, maintain, operate, inspect, patrol, repair, replace and improve thereon the SunZia Gen-Tie Facilities (collectively, the "**Gen-Tie Permitted Uses**"). Notwithstanding the preceding, certain pulling and tensioning areas for the SunZia Gen-Tie Line are to be located outside of the two hundred fifty foot (250') corridor as shown in the maps included in Exhibit C to the Agreement (collectively, the "**PT Sites**"). The PT Sites outside said corridor that are shown in Exhibit C to the Agreement are to be deemed to be SunZia Gen-Tie Lands, notwithstanding the fact that they are outside of said corridor.

J. SunZia has also obtained from fee landowners certain collection line easements described on **Exhibit B (Part A)** (collectively, the "**SunZia Collection Easements**"), all of which have been granted as separate easements by certain of the SunZia Easement Agreements that also grant the SunZia Gen-Tie Easements, over and/or under the land described on said **Exhibit B (Part A)** as, collectively, the "**SunZia Collection Lands**", pursuant to which SunZia may construct, install, operate and maintain overhead and underground electrical energy collections lines and related structures and improvements (collectively, the "**SunZia Collection Facilities**") within the SunZia Collection Lands (collectively, the "**Collection Permitted Uses**").

K. SunZia has also obtained from fee landowners certain access easements described on **Exhibit B (Parts A and B)** (collectively, the "**SunZia Access Easements**"), all of which have been granted as separate easements by (i) certain of the SunZia Easement Agreements that also grant the



SunZia Gen-Tie Easements or (ii) those certain SunZia Easement Agreements that grant access easements only, over the land described in **Exhibit B (Parts A and B)** as, collectively, the “**SunZia Access Lands**”), pursuant to which SunZia may construct, install, use, operate and maintain new access roads and related improvements (collectively, the “**SunZia New Access Roads**”), all of which are depicted on **Exhibit D** and some of the maps included in **Exhibit C**, which consists of multiple pages within the SunZia Access Lands (collectively, the “**Access Permitted Uses**”).

L. For purposes of this Agreement, the SunZia Project consists of the SunZia Wind Facilities, the SunZia Gen-Tie Facilities, the SunZia Collection Facilities and the SunZia New Access Roads, and the term “**SunZia Facilities**”, when used in this Agreement, shall mean, collectively, all of the foregoing. As used herein, (i) the term “**SunZia Easements**” shall mean, collectively, the SunZia Gen-Tie Easements, the SunZia Collection Easements and the SunZia Access Easements, (ii) the term “**SunZia Lands**” shall mean, collectively, the NMSLO Overleased Land, the SunZia Gen-Tie Lands, the SunZia Collection Lands and the SunZia Access lands, all of which SunZia Lands are subject to senior rights and interests of one or more of the Affiliate Parties and (iii) the term “**Permitted Uses**” shall mean, collectively, the Wind Permitted Uses, the Gen-Tie Permitted Uses, the Collection Permitted Uses and the Access Permitted Uses.

M. SunZia wished to obtain the consent of each of the Affiliate Parties and County to: (i) cross on, over, under, through and across certain El Cabo Lands and Pacific Wind Land, and cross certain El Cabo Facilities and certain La Joya Facilities; (ii) the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B**; (iii) the installation and use of the SunZia Wind Facilities located on the NMSLO Turbine Overleased Land, the non-turbine SunZia Wind Facilities on the NMSLO Non-Turbine Overleased Land, the SunZia Gen-Tie Facilities on the SunZia Gen-Tie Lands, the SunZia Collection Facilities on the SunZia Collection Lands and the SunZia New Access Roads on the SunZia Access Lands, all as depicted in Exhibit C to the Agreement (collectively, the “**Allowable Facilities**”); and (iv) share the use of those certain portions of the El Cabo and La Joya access roads located on El Cabo Lands depicted as shared roads on Exhibit D to the Agreement (collectively, the “**El Cabo Shared Roads**”).

N. Each of the Affiliate Parties and County, having reviewed SunZia’s design plans for the Allowable Facilities, pursuant to Section 1 of the Agreement, and in consideration of the execution and delivery by SunZia of that certain Mutual Non-disturbance, Coordination and Cooperation Agreement of even date herewith, has, in the Agreement, consented to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B** and SunZia’s proposed Allowable Facilities on, under, over and across the SunZia Lands, including SunZia’s proposed road and utility crossings, depicted on Exhibit B-1 to the Agreement, the maps included in Exhibit C to the Agreement, the new roads depicted on Exhibit D to the Agreement and the maps included in Exhibit C to the Agreement, in each case subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to and wish to provide constructive notice of the following matters:

## AGREEMENTS

### 1. Grant of Consents.

(a) Consent to Construction and Operation of Allowable Facilities. In the Agreement, (i) El Cabo, on its own behalf as a party to the El Cabo Wind Leases and on behalf of each of El Cabo's respective successors and assigns, including successor owners of the El Cabo Wind Leases; (ii) La Joya, on its own behalf as a party to the La Joya and on behalf of each of La Joya's respective successors and assigns, including successor owners of the La Joya Easements; and (iii) Pacific Wind, on its own behalf as a party to the Pacific Wind Leases and on behalf of each of Pacific Wind's respective successors and assigns, including successor owners of the Pacific Wind Leases, agreed to and acknowledged, respectively, SunZia's proposed Allowable Facilities and the Permitted Uses on the applicable SunZia Lands, subject to certain other terms and conditions set forth in the Agreement. Notwithstanding any exclusive right of (A) Pacific Wind's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the Pacific Wind Land, (B) El Cabo's to construct, operate, and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands and (C) La Joya's to construct, operate and maintain wind energy facilities (including collection and transmission facilities) on the El Cabo Lands pursuant to the La Joya Easements, the Affiliate Parties and County, in the Agreement, consented to and approved (1) the construction, operation, repair and maintenance of SunZia's proposed Allowable Facilities, the Permitted Uses on the applicable SunZia Lands and the shared use of the El Cabo Shared Roads; and (2) SunZia's proposed road and utility crossings as expressly identified and approved in the SZW Final Design Plans. Nothing in such consents and approvals in the Agreement shall be deemed a waiver of any right or interest of Pacific Wind under the Pacific Wind Leases, El Cabo or County under the El Cabo Wind Leases or La Joya under the La Joya Easements or be deemed consent or approval by the Affiliate Parties or County of use or activities by SunZia on any portion of the El Cabo Lands or Pacific Wind Land other than the proposed Allowable Facilities and Permitted Uses on applicable portions of the SunZia Lands.

(b) Consent to Landowner Agreements. In the Agreement, the Affiliate Parties and County consented to the SunZia NMSLO Wind Leases, the SunZia Easements and the SunZia Easement Agreements identified on **Exhibit B** attached hereto. From and after the Effective Date, before entering into any other real property agreement pertaining to any portion of the El Cabo Lands, the Pacific Wind Land or the La Joya Lands, the El Cabo Wind Leases, the La Joya Easements or the Pacific Wind Leases set out on **Exhibit A**, or any other real property located in Tarrant County, New Mexico under site control at such time by any of the Affiliate Parties, SunZia shall obtain the prior written consent of the applicable Affiliate Party, and County in each applicable case, which consent may not be unreasonably withheld, conditioned or delayed if any such agreement could not reasonably be expected to have a material adverse impact on any of the El Cabo Project, the La Joya Projects, the exclusive rights granted to El Cabo under the El Cabo Wind Leases, the rights granted to La Joya under the La Joya Easements or any other site control agreement then in existence and held by La Joya in connection with the La Joya Projects, the rights granted to Pacific Winds under the Pacific Wind Leases or any other site control agreement then in existence and held by Pacific Wind, or access to or use of any El Cabo Facilities, La Joya Facilities, La Joya Projects or any facilities constructed by Pacific Wind in the future, respectively.

(c) Consent to Use of Shared El Cabo Roads. In the Agreement, the Affiliate Parties consented to use by SunZia and its employees, agents and contractors of the El Cabo Shared Roads approved by the Parties as depicted on **Exhibit D** attached to the Agreement on the terms and conditions set forth in the Agreement. The El Cabo Shared Roads may be used by SunZia only for the construction, operation and maintenance of the SunZia Facilities located within the SunZia Lands and not in connection with any SunZia facilities located outside of the SunZia Lands.

2. Restrictive Covenants. In the Agreement, each of the Affiliate Parties agreed that it will not construct any new wind turbine within two hundred (200) meters of any SunZia Gen-Tie Lines, if such wind turbine could reasonably be expected to have a material adverse impact on any of the SunZia Facilities, SunZia's activities on the SunZia Lands or access to or use of same, the SunZia Easements, the Permitted Uses or any of the rights granted under the SunZia NMSLO Wind Leases or the SunZia Easement Agreements, all of the foregoing restrictions on the Affiliate Parties being applicable to SunZia's energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If any Affiliate Party or any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by SunZia or any of SunZia's Affiliates, such Affiliate Party and/or its relevant Affiliates shall enter into a build-out agreement with SunZia or its relevant Affiliate that makes SunZia or its relevant Affiliate economically-whole in the event of any wind or transmission interference with its/their projects. In the Agreement, SunZia agreed that it will not construct any new wind turbines within two hundred (200) meters of any gen-tie line owned by any of the Affiliate Parties, or any of their successors or assigns, if such wind turbine could reasonably be expected to have a material adverse impact on any energy facilities owned by any of them or any successor or assign of any of them, the El Cabo Project, the La Joya Projects, any rights under any site control agreement then in existence and held by any of the Affiliate Parties or any of their successors or assigns, any activities on any land subject to a lease or easement then in existence in favor of any of the Affiliate Parties or one of their successors or assigns or access to or use of same, all of the foregoing restrictions on SunZia being applicable to any Affiliate Party's or its successors' or assigns' energy projects, leases or easements only to the extent located in Torrance, Guadalupe or Lincoln Counties, New Mexico. If SunZia or any of its Affiliates desires to construct any new wind turbines within ten (10) miles of any wind turbine owned by any of the Affiliate Parties or any of their Affiliates, SunZia shall enter into a build-out agreement that makes such Affiliate Party and/or its relevant Affiliates economically-whole in the event of any wind or transmission interference with its/their projects. Any other construction or repowering of existing wind turbines on the El Cabo Lands or La Joya Lands shall be at the sole and absolute discretion of El Cabo and La Joya, respectively.

3. Term. Unless earlier terminated pursuant to the Agreement, the term of the Agreement (the "**Term**") commenced on the Effective Date and shall continue until the earlier to occur of (i) the date the El Cabo Wind Leases, La Joya Easements and Pacific Wind Leases have terminated and all El Cabo Facilities, La Joya Facilities and any facilities of an Affiliate of Pacific Wind have been removed from El Cabo Lands and Pacific Wind Land (but in no event shall the Term continue beyond eighteen (18) months following the termination of such leases and easements), or (ii) the date the SunZia Facilities have been removed from the SunZia Lands

4. Force and Effect. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not

supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

5. Binding on Successors and Assigns. This Memorandum will be binding and enforceable against and by all of the Parties executing the same. All of the terms and provisions of this Memorandum shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. Each of the Parties hereto shall be bound by the Agreement, and the Agreement shall be enforceable against and by each such Party. Any sale or other conveyance or transfer of the real property interests subject to the Agreement and this Memorandum, and the transferees, heirs, successors and assigns of any party to whom or which any such sale or other conveyance or transfer is made, shall be subject to this Memorandum and the Agreement.

6. Covenants Running with the Land. The Parties hereby agree that all of the covenants and agreements contained in the Agreement touch and concern the real estate described in the Agreement and are expressly intended to, and shall be, covenants running with the land and shall be binding and a burden upon the El Cabo Lands, Pacific Wind Land, SunZia Lands, and each Party's present or future estate or interest therein and upon each of the Parties, their respective successors and assigns as holders of an estate or interest in the El Cabo Lands, Pacific Wind Land and the SunZia Lands (including, without limitation, any lender or other person acquiring title from any such person upon foreclosure or by deed in lieu of foreclosure). To the extent any of the provisions of the Agreement are not enforceable as covenants running with the land or the status of such as appurtenant is extinguished, the Parties agree that they shall be as assignable and alienable easements in gross.

7. Counterparts. This Memorandum may be executed simultaneously or in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Memorandum.

*[Signatures and Acknowledgments on the following pages]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the dates of the respective acknowledgements below, to be effective as of the date first written above.

**SUNZIA WIND LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

STATE OF                   §  
                                  §  
COUNTY OF           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as Authorized Signatory of SunZia Wind LLC, a Delaware limited liability company, in the capacity therein stated and as the act and deed of said limited liability company.

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**EL CABO WIND LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF                   §  
                                  §  
COUNTY OF           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ and \_\_\_\_\_  
as Authorized Representatives of El Cabo Wind LLC, a Delaware limited liability company, in the  
capacity therein stated and as the act and deed of said limited liability company.

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



LA JOYA WIND LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF                   §  
                                  §  
COUNTY OF           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_ and \_\_\_\_\_  
as Authorized Representatives of La Joya Wind, LLC, a Delaware limited liability company, in the  
capacity therein stated and as the act and deed of said limited liability company.

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**PACIFIC WIND DEVELOPMENT LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative

STATE OF                   §  
                                  §  
COUNTY OF           §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ and \_\_\_\_\_  
as Authorized Representatives of Pacific Wind Development Wind LLC, a Delaware limited liability  
company, in the capacity therein stated and as the act and deed of said limited liability company.

Notary Public in and for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**MEMORANDUM OF CONSENT AND CROSSING AGREEMENT**

**Description of El Cabo Leases, El Cabo Lands, La Joya Easements on El Cabo Lands,**  
**Pacific Wind Leases and Pacific Wind Land**

**EL CABO LEASES AND EL CABO LAND**

**Parcel 1**

**Fee Owner(s): Ansley, Donald G. and Carol R.**

Wind Energy Lease Agreement dated October 10, 2013, between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2133410, in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, a Delaware limited liability company, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind, LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.**

Section 25      East Half of the East Half (E1/2E1/2)

Section 36      East Half of the East Half (E1/2E1/2)

**Parcel 2**

**Fee Owner(s): Dan L. Beck and Darline J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012**

Windfarm Development Lease made and entered into on July 20, 2008 by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on December 8, 2008 as Document No. 2084583 in Book 318, Page 2156, as amended by First Amendment to Windfarm Development Lease by and between Dan L. Beck and Darline J. Beck, and Berrendo Wind Energy LLC, dated June 18, 2010 and recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102358 in Book 323, Page 380, as assigned by Berrendo Wind Energy, LLC, a Colorado limited liability company, to Pacific Wind Development LLC pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103208 in Book 323, Page 2498, as amended and restated by the Amended and Restated Windfarm Development Lease dated December 5, 2012 between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, Lessor, and Pacific Wind Development LLC, Lessee, a

Memorandum of which was filed for record on February 4, 2013 as document number 2130243, and recorded in Book 328, Page 545, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153280, and recorded in Book 333, Page 3973, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings, LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017, by and between Dan L. Beck and Darlene J. Beck, Trustees of the Beck Revocable Trust dated July 19, 2012, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172256 in Book 337, Page 1410, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12), EAST, N.M.P.M.  
Section 33 Northwest Quarter (NW1/4)

### **Parcel 3**

**Fee Owner(s): Harral, Leland C. and Mary Susan, as to an undivided ½ interest, and Malcolm C. Harral and Loretta Fay Harral, Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided ½ interest**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein)<sup>2</sup> and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest (as to Parcel 4, as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1, as described therein); Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein) and Leland C. Harral and Mary Susan Harral, as to an undivided one-half (1/2) interest, and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005, as to an undivided one-half (1/2) interest, (as to Parcel 4, as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New

Mexico, El Cabo Wind LLC, and Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest) and Malcolm C. Harral and Loretta Fay Harral, as Trustees of The Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest) dated and effective July 31, 2017, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 17	Lots 3, 6 and 7
Section 18	Lots 1, 2, 5, West Half of the Northeast Quarter (W1/2NE1/4), Southeast Quarter (SE1/4)
Section 20	Lots 5 through 8, inclusive, Southwest Quarter of the Southwest Quarter (SW1/4SW1/4)
Section 27	East Half (E1/2), Southwest Quarter (SW1/4)
Section 28	All
Section 29	Lot 1, North Half Northeast Quarter (N1/2NE1/4)
Section 33	North Half (N1/2)
Section 34	North Half (N1/2)

**Parcel 4**

**Fee Owner(s): Harral, Inc., a New Mexico corporation**

Wind Energy Lease Agreement dated June 15, 2012, between Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), collectively as Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on July 12, 2012, as document number 2121852, and recorded in Book 326, Page 4557, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153278, and recorded in Book 333, Page 3960, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement and Memorandum of Wind Energy Lease Agreement between Pacific Wind Development LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to Parcels 2 and 3, and a one-half (1/2) interest in Parcel 4, each as described therein); and Malcolm C. Harral and Loretta Fay Harral, as Trustees of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust Dated June 10, 2005 (as to a one-half (1/2) interest in Parcel 4 as described therein), dated January 8, 2016, filed for record on February 16, 2016, as document number 2160331, and recorded in Book 334, Page 1292, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172270 in Book 337, Page 1534, Records of Torrance

County, New Mexico, as amended by First Amendment to Amended and Restated Wind Energy Lease Agreement by and among Torrance County, New Mexico, a County of the State of New Mexico, El Cabo Wind LLC, and Harral, Inc., a New Mexico corporation (as to Parcel 1), Leland C. Harral and Mary Susan Harral (as to an undivided one-half (1/2) interest in Parcel 4) and Loretta Fay Harral, as surviving Trustee of the Malcolm C. Harral and Loretta Fay Harral Revocable Trust dated June 10, 2005 (as to an undivided one-half (1/2) interest in Parcel 4) dated and effective November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No.2173289 in Book 337, Page 4554.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 4 East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )  
Section 9 East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$ )  
Section 20 ALL  
Section 21 ALL

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 20 East Half (E1/2), Lots 1, 2, 3 and 4  
Section 21 ALL  
Section 22 ALL  
Section 23 ALL  
Section 24 South Half South Half (S $\frac{1}{2}$ S $\frac{1}{2}$ )  
Section 25 ALL  
Section 26 ALL  
Section 27 Northwest Quarter (NW1/4)  
Section 33 South Half (S1/2)  
Section 35 North Half (N1/2)

TOWNSHIP SEVEN (7) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19 Lot 4

LESS AND EXCEPT the following described property:

Beginning at a point on the south line of said lot at a distance of 470 feet east of the southwest corner of said lot and running thence east along the south line of said lot 415 feet, thence north in accordance with the U.S. Survey thereto a distance of 208 feet, thence west parallel to the south line of said lot a distance of 415 feet, thence south parallel to the survey line a distance of 208 feet to the point of beginning.

Section 29 North Half (N1/2)  
Section 30 ALL  
Section 31 ALL

LESS AND EXCEPT the following described property:

A certain tract of land located within Section 29 and Section 30, Township 7 North, Range 13 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 28, 2010 in Book 322, Page 4404 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the southwesterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped "T7N R13E S36 S31 S1 S6 T6N 1919" bears, S 28°29'38" W a distance of 7718.24 feet;

THENCE N 00°00'00" E a distance of 2260.00 feet;

THENCE N 90°00'00" E a distance of 2760.00 feet;

THENCE S 00°00'00" E a distance of 2260.00 feet;

THENCE S 90°00'00" W a distance of 2760.00 feet to the POINT OF BEGINNING.



This tract contains 143.20 acres, more or less.

**Parcel 5**

**Fee Owner(s): Harvey, Norma Sue G.**

Windfarm Development Lease dated June 3, 2008 between Norma Sue Harvey a/k/a Sue Harvey and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on January 20, 2009, as Document No. 2090209 in Book 319, Page 460, as assigned pursuant to that certain Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 00210320 in Book 323, Page 2512, as amended and restated under the Amended and Restated Windfarm Development Lease dated May 31, 2012 between Norma Sue Harvey a/k/a Sue Harvey, a single person, Lessor, and Pacific Wind Development LLC, Lessee, a Memorandum of which was filed for record on October 15, 2012, as document number 2122752, and recorded in Book 327, Page 3025, and as document number 2122753, and recorded in Book 327, Page 3032, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153279, and recorded in Book 333, Page 3967, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Norma Sue G. Harvey dated and effective July 31, 2017, a memorandum of which was recorded in the Records on August 17, 2017 as Document No. 2172268 in Book 337, Page 1524, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 5	All
Section 6	South Half of the Southeast Quarter (S1/2SE1/4), Lots 3, 12, 13 and 22, and the East Half (E1/2) of Lots 4, 11, 14 and 21
Section 7	That portion of Lots 1 and 2 North of Highway 60
Section 8	Northeast Quarter (NE1/4) North of Highway 60

LESS AND EXCEPT to following described property:

The approximately 2.3-acre portion in the West Half of the Northeast Quarter (W1/2NE1/4) described in Warranty Deed dated November 12, 1970, recorded in the real property records of Torrance County, New Mexico on December 16, 1970 in Book 187, Page 538, as Document No. 20591,

AND

That portion leased to Plateau Telecommunications as set forth in that Notice of Lease recorded in the Torrance County, New Mexico records on February 22, 2008, in Book 316, Page 1661, as Document No. 2080629.

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 28	ALL
Section 29	ALL

**Parcel 6****Fee Owner(s): Howling Wind Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated August 3, 2012, between the Trustees of the Lamar B. Cravens and Virgie Miree Cravens Family Trust, as Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as Document Number 2123356, in Book 327, Page 4583, records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153284, and recorded in Book 333, Page 3997, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico, as amended by Partial Release and First Amendment to Wind Energy Lease Agreement by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and El Cabo Wind LLC, dated November 20, 2017, recorded in the Records of Torrance County, New Mexico on November 29, 2017 as Document No. 2173290 in Book 337, Page 4563.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 3	All
Section 4	All
Section 9	All, less 24 acres for Highway
Section 10	All, less 24 acres for Highway

**TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 2	ALL
Section 10	ALL
Section 11	ALL
Section 14	ALL
Section 15	ALL
Section 22	ALL
Section 23	East Half (E½)
Section 26	ALL
Section 27	ALL
Section 33	South Half (S½)
Section 34	ALL, less the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4NW1/4)
Section 35	ALL

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 34	South Half (S1/2)
Section 35	South Half (S1/2)

**Parcel 7****Fee Owner(s): McLaughlin Ranch, LLC, a New Mexico limited liability company**

Wind Energy Lease Agreement dated September 14, 2011 between McLaughlin Ranch, LLC, a New Mexico limited liability company, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which

was filed for record on November 7, 2011, as document number 2112978, and recorded in Book 325, Page 2535, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement between Pacific Wind Development LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated April 13, 2012, filed for record on February 16, 2016, as document number 2160332, and recorded in Book 334, Page 1305, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153277, and recorded in Book 333, Page 3954, Records of Torrance County, New Mexico as amended by Second Amendment to Wind Energy Lease Agreement and Amendment to Memorandum of Wind Energy Lease Agreement between El Cabo Wind, LLC, and McLaughlin Ranch, LLC., a New Mexico limited liability company, dated February 2, 2016, filed for record on March 21, 2016, as document number 2160652, and recorded in Book 334, Page 2364, Records of Torrance County, New Mexico; Sublease Agreement by and between El Cabo Wind LLC, and Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 23 South Half (S1/2) lying North of the Santa Fe Railroad Right-of-Way

TOWNSHIP FIVE (5) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 5 All

Section 7 That portion lying North of US Hwy 60 and that portion lying South of US Highway 60

Section 8 That portion lying North of US Highway 60

Section 18 North Half (N1/2) and North Half of the Southwest Quarter (N1/2SW1/4)

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 25 East Half (E1/2)

TOWNSHIP SIX (6) NORTH, RANGE THIRTEEN (13) EAST, N.M.P.M.

Section 19 All

Section 20 West Half (W1/2)

Section 29 West Half (W1/2)

Section 30 ALL

Section 31 ALL

**Parcel 8**

**Fee Owner(s): State of New Mexico**

(known as New Mexico State Land Office Commercial Lease No. EW-0021) dated October 10, 2013, between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico State Land Office, Lessor, to Pacific Wind Development LLC, Lessee, a Memorandum of which was recorded on December 10, 2013, as document number 2133411, and filed in Book 329, Page 4107, Records of Torrance County, New Mexico, as assigned by Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153287, and recorded in Book 333, Page 4015, Records of Torrance County, New Mexico, which Assignment was re-executed and recorded pursuant to the Partial Assignment of State Business Lease executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 17, 2015, filed for record on February 18, 2016, as document

number 2160375, and recorded in Book 334, Page 1437, Records of Torrance County, New Mexico, as further assigned by Partial Assignment of State Business Lease executed by El Cabo Wind, LLC, a Delaware limited liability company, to Torrance County, New Mexico, dated December 17, 2015, filed for record on December 17, 2015, as document number 2153289, and recorded in Book 333, Page 4040, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico; First Amendment to Lease and Partial Relinquishment of Leased Premises (Business Lease No. EW-0021) between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat 557, ch. 310 and El Cabo Wind LLC, dated January 11, 2018, recorded in the Records of Torrance County, New Mexico on January 29, 2018 as Document No. 002180237 in Book 338, Page 609, and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018, as Document No. 2180469, in Book 338, Page 1220; General Relinquishment, Release and Quitclaim Deed by El Cabo Wind LLC recorded in the Records of Torrance County, New Mexico on January 29, 2018 in Book 338, Page 614 and re-recorded in the Records of Torrance County, New Mexico on February 21, 2018 as Document No. 2180470, in Book 338, Page 1227; Partial Relinquishment, Release, and Quitclaim Deed by Pacific Wind Development LLC recorded in the Records on March 10, 2022 as Document No. 2220760, in Book 350, Page 3076.

Property located in Torrance County, New Mexico, as follows:

TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 2 All  
Section 18 Lots 1, 2, 15 and 16

TOWNSHIP SIX (6) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 16 East Half East Half (E½E½)  
Section 32 ALL  
Section 36 ALL

TOWNSHIP SEVEN (7) NORTH, RANGE ELEVEN AND ONE-HALF (11 1/2) EAST, N.M.P.M.

Section 1 Lot 1

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 32 Lots 4 and 5, East Half of the Southeast Quarter (E1/2SE1/4)

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1 Lot 1, East Half of the Southeast Quarter (E1/2SE1/4)  
Section 12 East Half of the East Half (E1/2E1/2)  
Section 13 East Half of the East Half (E1/2E1/2)  
Section 24 East Half of the East Half (E1/2E1/2)

TOWNSHIP NINE (9) NORTH, RANGE ELEVEN (11) EAST, N.M.P.M.

Section 1 Portion of Lot 1, the East Half of the Southeast Quarter (E1/2SE1/4), Southeast Quarter of the Northeast Quarter (SE¼NE¼)  
Section 12 East Half of the East Half (E1/2E1/2)  
Section 13 East Half of the East Half (E1/2E1/2)  
Section 24 East Half of the East Half (E1/2E1/2)  
Section 25 East Half of the East Half (E1/2E1/2)  
Section 36 East Half of the East Half (E1/2E1/2)

**Parcel 9****Fee Owner(s): Prather, Delma E., Trustee of the Delma E. Prather Revocable Trust**

Windfarm Development Lease dated January 13, 2010, by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on April 27, 2010, in Book 322, Page 2758, as Document No. 2101309, as assigned pursuant to that Assignment and Assumption Agreement dated August 2, 2010, a memorandum of which was recorded on October 14, 2010 in Book 323, Page 2534, as Document No. 2103213, as amended by Amended and Restated Windfarm Development Lease dated September 28, 2012, from Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on December 6, 2012, as document number 2123357, and recorded in Book 327, Page 4590, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153286, and recorded in Book 333, Page 4009, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated and effective July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172257 in Book 337, Page 1424, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

**TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 1	All
Section 11	All
Section 12	All
Section 13	All
Section 14	All
Section 15	South Half (S1/2)
Section 22	All
Section 27	All, LESS AND EXCEPT the following described property:

A certain tract of land located within Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, Torrance County, New Mexico, as described in Warranty Deed filed on June 17, 1996 in Book 274, Page 1238 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at the northeasterly corner of the tract herein described, WHENCE a found USGLO brass cap stamped, "S22 1/4 S27 1913" bears N 06°52'56" W a distance of 1910.22 feet;  
THENCE S 40°13'14" E a distance of 551.25 feet;  
THENCE N 56°29'01" E a distance of 315.92 feet;  
THENCE S 42°49'05" E a distance of 552.50 feet;  
THENCE S 51°23'48" W a distance of 670.70 feet;  
THENCE S 69°19'11" W a distance of 111.83 feet;  
THENCE N 34°53'26" W a distance of 1069.68 feet;

THENCE N 51°41'13" E a distance of 339.20 feet to the POINT OF BEGINNING. This tract contains 13.8243 acres, more or less.

AND

The A.T. & S.F. Railway Right-of-way within Section 27, T5N, R12E, N.M.P.M.,

AND

Tract "A", situate within the NE1/4 of Section 27, T5N, R12E, N.M.P.M., as the same is shown on Plat entitled "Lands of Estate of Armond de Jong", filed for record on August 11, 2010 as document number 2102538, in Cabinet "F", Slide 195, Plat Records of Torrance County, New Mexico.

#### **Parcel 10**

##### **Fee Owner(s): Wetterman, Tom and Jeanne**

Windfarm Development Lease dated October 16, 2007, by and between Tom Wetterman and Jeanne Wetterman, husband and wife, and Berrendo Wind Energy LLC, a Colorado limited liability company, a memorandum of which was recorded in the Records of Torrance County, New Mexico on July 20, 2009 as Document No. 2092361 in Book 320, Page 862, as amended by First Amendment to Windfarm Development Lease dated June 24, 2010, recorded in the Records of Torrance County, New Mexico on July 29, 2010 as Document No. 2102359 in Book 323, Page 385; Assignment and Assumption Agreement dated August 2, 2010 by and between Berrendo Wind Energy LLC, a Colorado limited liability company, and Pacific Wind Development LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on October 14, 2010 as Document No. 2103214 in Book 323, Page 2541, as amended by the Amended and Restated Windfarm Development Lease dated May 15, 2012 from Tom Wetterman and Jeanne Wetterman, husband and wife, to Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on June 18, 2012, as document number 2121619, and recorded in Book 326, Page 3964, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015 as document number 2153285, and recorded in Book 333, Page 4003, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Windfarm Development Lease dated July 31, 2017 by and among Torrance County, New Mexico, a county of the State of New Mexico, El Cabo Wind LLC, and Tom Wetterman and Jeanne Wetterman, husband and wife, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172259 in Book 337, Page 1446, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

#### **TOWNSHIP FIVE (5) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.**

Section 7	Lot 1, E1/2 of Lot 2 lying S of US Hwy 60, E1/2 of Lots 9, 11, and 20 and all of Lot 10
Section 8	Southeast Quarter (SE1/4) and Northeast Quarter (NE1/4) lying South of US Highway 60
Section 17	All
Section 18	All, Less & Except Lots 1, 2, 15 and 16
Section 19	East Half (E1/2), Lots 1 through 5, inclusive, Lots 7 through 14, inclusive, Lots 18 through 20, inclusive, and Lots 6, 15, 16 and 17 lying East of ATSF
Section 20	All

#### **Parcel 11**

##### **Fee Owner(s): Wrye, William H. and Joy K**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye,



husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17; Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which was recorded on August 17, 2017 in the Records of Torrance County, New Mexico as Document No. 2172258 in Book 337, Page 1432, Records of Torrance County, New Mexico, amended by that certain Amendment and Partial Assignment and Assumption Agreement by and among William H. Wrye, Jr. and Joy K. Wrye, husband and wife, El Cabo Wind LLC, Torrance County, and Pacific Wind Development LLC, dated and effective March 25, 2022, a memorandum of which was recorded in the Records on April 6, 2022 as Document No. 2221078 in Book 350, Page 4463.

Property located in Torrance County, New Mexico, as Follows:

TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST, N.M.P.M.

Section 6        Lots 7, 8, 11, and 12 and SE¼ SW¼

Section 7        Lots 9 and 12, W ½ of Lot 8 and E½ W½

**Parcel 12**

**Fee Owner(s): Zamora, Robert J. and Nora R.**

Wind Energy Lease Agreement dated March 11, 2011, between Robert J. Zamora and Nora R. Zamora, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was recorded on March 31, 2011 as document number 2110852, in Book 324, Page 1724, Records of Torrance County, New Mexico, as amended by First Amendment to Wind Energy Lease Agreement dated August 22, 2012, filed for record on December 26, 2012 as document number 2123524, in Book 327, Page 4964, Records of Torrance County, New Mexico, as assigned by Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153283, and recorded in Book 333, Page 3991, Records of Torrance County, New Mexico; Sublease Agreement by El Cabo Wind LLC, to Torrance County, New Mexico effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161626, in Book 335, Page 7; Lease Agreement by and between Torrance County, New Mexico and El Cabo Wind LLC, dated and recorded December 17, 2015 in Book 333, Page 4044, as amended by First Amendment to Indenture and Lease Agreement by and among El Cabo Wind Holdings LLC, Torrance County, New Mexico, and El Cabo Wind LLC, effective December 17, 2015 and recorded July 11, 2016 as Document No. 2161627 in Book 335, Page 17, Records of Torrance County, New Mexico.

Property located in Torrance County, New Mexico, as follows:

The East Half (E1/2) of Section Seven (7) and the West Half (W1/2) of Section Eight (8), Township Five (5) North, Range Twelve (12) East, N.M.P.M., as the same is shown and designated on the that certain Plat prepared by Todd P. Wagener, N.M.R.P.S. No. 9242, on May 1, 1995, filed for record on May 15, 1995, as document number 10431, and filed in Cabinet C, Slide 158, Plat Records of Torrance County, New Mexico.

**[EXHIBIT A CONTINUES ON NEXT PAGE]**

**LA JOYA EASEMENTS ON EL CABO LAND:**

**NMSLO**

Partial Assignment and Assumption Agreement (Undivided Percentage Interest) State Business Lease EW-0021, by and between El Cabo Wind LLC, and La Joya Wind, LLC, dated and effective June 23, 2020 and recorded in the Records on June 23, 2020 as Document No. 2201412, in Book 343, Page 663.

**Township 7 North, Range 11.5 East, NMPM, Torrance County, New Mexico**

Section 1: Lot 1 - A corridor 200' wide along the eastern section line

**Township 8 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

**Township 9 North, Range 11 East, NMPM, Torrance County, New Mexico**

Section 1: E½E½ - A corridor 200' wide along the eastern section line

Section 12: E½E½ - A corridor 200' wide along the eastern section line

Section 13: E½E½ - A corridor 200' wide along the eastern section line

Section 24: E½E½ - A corridor 200' wide along the eastern section line

Section 25: E½E½ - A corridor 200' wide along the eastern section line

Section 36: E½E½ - A corridor 200' wide

**William H. Wrye, Jr. and Joy Kaye Wrye, husband and wife**

Wind Energy Lease Agreement dated October 15, 2013, between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was filed for record on December 10, 2013, as document number 2133409, in Book 329, Page 4092, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153282, and recorded in Book 333, Page 3985, Records of Torrance County, New Mexico, as amended and restated by Amended and Restated Wind Energy Lease Agreement dated August 8, 2017 by and among Torrance County, a county of the State of New Mexico, El Cabo Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, evidenced by Memorandum of Amended and Restated Wind Energy Lease Agreement filed for record on August 17, 2017, as document number 2172258 and recorded in Book 337, Page 1432, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico and La Joya Wind LLC a Delaware limited liability company, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201199, and recorded in Book 342, Page 4795, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

**TOWNSHIP SEVEN (7) NORTH, RANGE TWELVE (12) EAST**

Section 6: LOTS 7, 8 11 AND 12 AND SE1/4SW1/4

Section 7: LOTS 9 AND 12, W1/2 OF LOT 8 AND E1/2W1/2

**Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2nd, 2014**

Wind Energy Lease Agreement by and between Donald G. Ansley and Carol R. Ansley, husband and wife, Lessor, and Pacific Wind Development LLC, as Lessee, a Memorandum of which was dated October 10, 2013, filed for record on December 10, 2013, as Document Number 2133410, and recorded in Book 329, Page 4099, Records of Torrance County, New Mexico, as assigned by Partial Assignment and Assumption Agreement executed by Pacific Wind Development LLC, to El Cabo Wind LLC, dated December 16, 2015, filed for record on December 17, 2015, as document number 2153281, and recorded in Book 333, Page 3979, Records of Torrance County, New Mexico; Amended and Restated Wind Energy Lease Agreement dated July 31, 2017, by and between Donald G. Ansley and Carol R. Ansley, husband and wife, and El Cabo Wind LLC, a memorandum of which was recorded in the Records of Torrance County, New Mexico on August 17, 2017 as Document No. 2172255 in Book 337, Page 1397, Records of Torrance County, New Mexico, Partial Assignment and Assumption Agreement (Undivided Percentage Interest) by and among El Cabo Wind LLC, Torrance County, New Mexico, a county of the State of New Mexico, and La Joya Wind LLC, dated May 20, 2020, filed for record on June 3, 2020, as document number 2201200, and recorded in Book 342, Page 4811, Records of Torrance County, New Mexico, in and to the following:

Property located in Torrance County, New Mexico as follows:

TOWNSHIP EIGHT (8) NORTH, RANGE ELEVEN (11) EAST

Section 25: EAST 1/2, EAST 1/2

Section 36: EAST 1/2, EAST 1/2

**Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust**

Transmission Easement Agreement dated June 19, 2020 executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC, as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201418, and recorded in Book 343, Page 724, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust (Grantor) and La Joya Wind, LLC (Grantee), and El Cabo Wind (as consenting party), recorded August 23, 2021 as document number 2212533, in Book 348, Page 459, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 1A:NORTH EASEMENT

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a found monument at the common corner of Sections 1, 2, 11, and 12, said Township and Range;

THENCE South 89°47'52" West, along the north line of said Section 11, a distance of 4,717.05 feet, to the POINT OF BEGINNING;

THENCE South 04°24'12" West, a distance of 2,650.58 feet;

THENCE North 85°12'21" West, a distance of 200.00 feet;

THENCE North 04°24'12" East, a distance of 2,633.26 feet; to a point on the north line of said Section 11;

THENCE North 89°50'34" East, a distance of 200.64 feet; to the POINT OF BEGINNING;

**PARCEL 1B:**

**SOUTH EASEMENT**

Being in the W/2 of W/2 of Section 11, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the south line of said Section 11, a distance of 79.14 feet, to the POINT OF BEGINNING;

THENCE North 00°04'13" East, a distance of 1,661.14 feet;

THENCE North 04°24'12" East, a distance of 797.84 feet;

THENCE South 85°12'21" East, a distance of 200 feet;

THENCE South 04°24'12" West, a distance of 788.91 feet;

THENCE South 00°04'13" West, a distance of 1,652.43 feet;

THENCE South 89°44'32" West along said south line, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

**PARCEL 2:**

Being in the W/2 of W/2 of Section 14, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with cap found at the common corner of Sections 10, 11, 14, and 15, said Township and Range; THENCE North 89°44'32" East, along the north line of said Section 14, a distance of 79.14 feet to the POINT OF BEGINNING;

THENCE North 89°44'32" East, continuing along said north line, a distance of 200.00 feet, to a point for corner;

THENCE South 00°04'13" West, departing said north line, a distance of 4,565.27 feet, to a point for corner;

THENCE South 87°43'38" West, a distance of 271.97 feet, to a point on the west line of said Section 14;

from which monument bears South 00°01'22" East, a distance of 705.99 feet;

THENCE North 00°01'22" West along the west line of the Southwest quarter of said Section 4, a distance of 200.15 feet;

THENCE North 87°43'38" East, a distance of 72.13 feet;

THENCE North 00°04'13" East, a distance of 4,372.14 feet, to a point on the north line of said Section 14 and the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCE ARE GRID DISTANCES.

**PARCEL 3:**

Being in the SE/4 of Section 15, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 5/8 inch iron rod with a cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the south line of said Section 15, a distance of 23.18 feet to the POINT OF BEGINNING; THENCE South 89°38'23" West continuing along said south line, a distance of 200.00 feet;

THENCE North 00°10'53" West, a distance of 898.60 feet;

THENCE North 87°43'38" East, a distance of 225.84 feet, to a point on the east line of said Section 15;

THENCE South 00°01'22" East, along the east line of said Section 15, a distance of 200.15 feet;

THENCE South 87°43'38" West, a distance of 25.15 feet;

THENCE South 00°10'53" East, a distance of 705.14 feet, to a point on the south line of said Section 15 and the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 4:

200' WIDE TRANSMISSION LINE CORRIDOR

Being in the E1/2 of E1/2 and the S1/2 of S1/2 of Section 22, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 14, 15, 22, and 23, said Township and Range;

THENCE South 89°38'23" West, along the north line of said Section 22, a distance of 23.18 feet, to the POINT OF BEGINNING; THENCE South 00°10'53" East, a distance of 5,281.46 feet, to a point on the south line of said Section 22;

THENCE South 89°43'17" West, along said south line, a distance of 1,554.97 feet;

THENCE North 01°02'17" West, a distance of 200.02 feet;

THENCE North 89°43'17" East, a distance of 1,357.96 feet;

THENCE North 00°10'53" West, a distance of 5,081.18 feet, to a point on the north line of said Section 22;

THENCE North 89°38'40" East along the north line of said Section 22, a distance of 200.00 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

PARCEL 5A:

NORTH EASEMENT

Being in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 22, 23, 26 and 27, said Township and Range;

THENCE South 89°43'17" West, along the north line of said Section 27, a distance of 1,354.95 feet to the POINT OF BEGINNING;

THENCE South 01°02'17" East, a distance of 2,349.27 feet, across said Section 27;

THENCE South 40°32'19" East, a distance of 128.16 feet, to a point on the north line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;

THENCE South 50°48'28" West, along the north line of said Right-of-Way, a distance of 200.06 feet;

THENCE North 40°32'19" West, a distance of 195.46 feet;

THENCE North 01°02'17" West, a distance of 2,423.73 feet, to a point on the north line of said Section 27;

THENCE North 89°43'17" East, along the north line of said Section 27, a distance of 200.02 feet, to the POINT OF BEGINNING;

PARCEL 5B:

SOUTH EASEMENT

BEING in the E 1/2 of Section 27, Township 5 North, Range 12 East, New Mexico Principal Meridian, part of tract of land described in a Warranty Deed to Delma E. Prather, Trustee of the Delma E. Prather Revocable Trust, recorded June 17, 1996 in Book 274, Page 1238 of the Official Public Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from an 5/8 inch iron rod with cap found for the common corner of Sections 26, 27, 34 and 35, said Township and Range;  
THENCE South 89°41'33" West, along the south line of said Section 27, a distance of 1445.72 feet to the POINT OF BEGINNING;  
THENCE South 89°41'33" West, a distance of 202.47 feet;  
THENCE North 08°38'57" East, a distance of 2575.15 feet, to a point on the south line of an existing Right-of-Way easement in favor of Atchison, Topeka and Santa Fe Railway;  
THENCE North 50°51'32" East, along the south line of said Right-of-Way, a distance of 219.84 feet;  
THENCE South 40°32'19" East, a distance of 69.10 feet;  
THENCE South 08°38'57" West, a distance of 2661.30 feet, to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES.

**Harral Inc., and Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest, and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest**

Easement Agreement dated June 10, 2020 executed by and between Harral Inc., and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012 (Grantor) and La Joya Wind, LLC, (Grantee) and El Cabo Wind LLC, a Delaware limited liability company (consenting party) as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201417, and recorded in Book 343, Page 702 in and to the following:

PROPERTY LOCATED IN TORRANCE COUNTY, NEW MEXICO, AS FOLLOWS:

PARCEL A:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;  
THENCE South 00°44'47" East, with the the west line of said Section 27, at a distance of 727.63 feet passing the northwest corner of a Transmission bump-out easement, continuing with the west line of said Section 27, a distance of 306.70 feet for a total distance of 1,034.33 feet to the POINT OF BEGINNING;  
THENCE, crossing said Section 27, North 89°27'35" East, a distance of 2,265.26 feet;  
THENCE North 00°45'09" West, a distance of 1,037.97 feet, to the northerly line of said Section 27;  
THENCE North 89°22'04" East, a distance of 100.00 feet;  
THENCE South 00°45'09" East, a distance of 1,138.13 feet;  
THENCE South 89°27'33" West, a distance of 2,365.27 feet;  
THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 100.02 feet to the POINT OF BEGINNING.

PARCEL B:

BEING in Section 27, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:  
COMMENCING at the common corner between Sections 21, 22, 27, and 28, said Township and Range;  
THENCE South 00°44'47" East, a distance of 727.63 feet;  
THENCE crossing said Section 27 the following courses:  
North 89°27'17" East, a distance 274.02 feet;  
South 00°43'41" East, a distance of 306.72 feet;



South 89°27'35" West, a distance of 273.92 feet;  
THENCE North 00°44'47" West, with the west line of said Section 27, a distance of 306.70 feet, to the  
POINT OF BEGINNING.

PARCEL C:

BEING in Section 33, Township Seven (7) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico (as to the E ½ SE ¼ of said Section 33) and being part of tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, Official Records of Torrance County, New Mexico (as to E ½ NE ¼ of said Section 33) and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southeast corner of said Section 33;  
THENCE North 89°25'46" West, with the south line of said Section 33, a distance of 21.19 feet to a 3-inch brass cap monument found at the common north corner of Sections 3 and 4, Township 6 North, Range 12 East;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 89°17'03" West, continuing with the south line of said Section 33, a distance of 200.00 feet;

THENCE North 0°28'57" West, crossing said Section 33, a distance of 5,240.35 feet;

THENCE North 89°24'22" East, with the north line of said Section 33, a distance of 200.00 feet;

THENCE South 0°28'57" East, continuing across said Section 33, a distance of 5,239.93 feet to the POINT OF BEGINNING.

PARCEL D:

BEING in Section 4, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the northeast corner of said Section 4, from which a 3-inch brass cap monument bears South 89°25'46" East, a distance of 21.19 feet;

THENCE South 89°17'03" West, continuing along the north line of said Section 4, Township 6 North, Range 12 East, a distance of 61.39 feet to the POINT OF BEGINNING;

THENCE South 0°14'36" East, crossing said Section 4, a distance of 5,390.23 feet, to a point in the north line of Section 9;

THENCE South 89°40'46" West, along the south line of said Section 4, a distance of 200.00 feet;

THENCE North 0°14'36" West, continuing across said Section 4, a distance of 5,388.85 feet;

THENCE North 89°17'03" East, along the north line of said Section 4, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL E:

BEING in Section 9, Township 6 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed to Harral, Inc., recorded in Volume 322, Page 4404, Official Records of Torrance County, New Mexico, and being more particularly described as follows:

COMMENCING at a 3-inch brass cap monument found at the southwest corner of the southeast quarter of said Section 9;

THENCE North 89°42'54" East, along the south line of said Section 9, a distance of 2,379.15 feet to the POINT OF BEGINNING;

THENCE North 01°17'30" West, crossing said Section 9, a distance of 5,280.17 feet, to a point in the north line of said Section 9;

THENCE North 89°40'46" East, along the north line of said Section 9, a distance of 200.00 feet;

THENCE South 01°17'30" West, continuing across said Section 9, a distance of 5,280.30 feet, to a point in the south line of said Section 9;

THENCE South 89°42'54" West, along the south line of said Section 9, a distance of 200.00 feet to the POINT OF BEGINNING.

PARCEL F:

BEING in Section 18, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2" monument with brass cap found for the common corner of said Section 18 and Section 7, said Township and Range;

THENCE North 89°44'07" East, along the north line of said Section 18, a distance of 958.17 feet to the POINT OF BEGINNING;

THENCE crossing said Section 18 the following courses:

North 89°44'07" East, a distance of 214.36 feet;

South 21°21'29" East, a distance of 1,344.11 feet;

North 68°39'21" East, a distance of 75.00 feet;

South 21°21'29" East, a distance of 200.00 feet;

South 68°39'21" West, a distance of 275.79 feet;

South 21°25'53" East, a distance of 621.38 feet;

North 87°38'35" East, a distance of 36.21 feet;

North 69°05'40" East, a distance of 240.76 feet;

South 21°21'29" East, a distance of 200.20 feet;

South 69°12'56" West, a distance of 276.17 feet;

South 21°29'32" East, a distance of 496.66 feet;

South 41°14'53" East, a distance of 725.71 feet;

South 48°45'07" West, a distance of 138.33 feet;

South 21°21'52" East, a distance of 658.50 feet;

THENCE South 0°28'32" East, along the east line of said Section 18, a distance of 560.92 feet;

THENCE continuing across said Section 18 the following five (5) courses:

North 21°21'52" West, 1,554.22 feet;

North 50°48'18" West, 1,231.74 feet;

North 21°21'29" West, 1,021.82 feet;

North 68°38'31" East, 688.77 feet;

North 21°21'29" West, 1,213.78 feet to the POINT OF BEGINNING.

PARCEL G:

BEING Part of Lot 7 Section 17, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument in the south line of said Section 17 at the southeast corner of said Lot 7 of said Section 17;

THENCE South 89°43'59" West, along the south line of said Lot 7 and Section 17, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 89°43'59" West, continuing along the south line of said Lot 7 and Section 17, a distance of 214.37 feet;  
THENCE North 21°21'52" West, crossing said Lot 7 and Section 17, a distance of 758.72 feet;  
THENCE North 0°28'32" West, along the west line of said Lot 7 and Section 17, a distance of 560.92 feet;  
THENCE South 21°21'52" East, crossing said Lot 7 and Section 17, a distance of 1,359.94 feet to the POINT OF BEGINNING.

**PARCEL H:**

BEING in Section 20, Township 7 North, Range 12 East, Torrance County, New Mexico, being Lots 1, 2, 3, and 4, as described in the Warranty Deed to Harral, Inc. dated June 15, 2017, and recorded as Document No. 2171659, Book 336, Page 4503, in the Official Public Records of Torrance County, New Mexico (O.P.R.T.C.N) and Lots 5, 6, and 7 as described to Leland Harral aka Leland C. Harral and Susan Harral aka Mary Susan Harral, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded April 23, 1984, Document No. 62769, Book 247, page 4690, in O.P.R.T.C.N.), and Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half (1/2) interest (pursuant to Warranty Deed recorded November 19, 2019, Book 341, Page 4175, Document No. 2192779 in the O.P.R.T.C.N.), and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 20, being the northwest corner of Lot 1 of said Section 20;

THENCE South 89°43'59" West, along the north line of said Section 20, a distance of 369.73 feet to the POINT OF BEGINNING;

THENCE South 21°21'52" East, crossing said Section 20, a distance of 5,671.48 feet;

THENCE South 89°38'38" West, along the south line of said Section 20, a distance of 214.24 feet;

THENCE North 21°21'52" West, continuing across said Section 20, a distance of 5,671.84 feet;

THENCE North 89°43'59" East, along the north line of said Section 20, a distance of 214.37 feet to the POINT OF BEGINNING.

**PARCEL I:**

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00 degrees 51' 27 seconds East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, at a distance of 631.20 feet to the northwestern corner of a Transmission Easement;

THENCE North 89°38'38" East, a distance of 214.24 feet, continuing along the north line of said Section 29;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 230.12 feet to the POINT OF BEGINNING;

THENCE continuing across said Section 29 the following four (4) courses:

South 72°07'59" East, a distance of 1,715.29 feet;

South 89°27'17" West, a distance of 316.60 feet;

North 72°07'59" West, a distance of 1,333.25 feet;

North 21°21'52" West, a distance of 129.10 feet to the POINT OF BEGINNING.

**PARCEL J:**

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of

Torrance County (O.R.T.C.N.), New Mexico, to Leland Harrall a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE South 00°51' 27" East, a distance of 15.83 feet, to the northerly line of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, passing at a distance of 631.20 feet the northwest corner of a Transmission Easement, continuing along said north line, passing at an additional distance of 214.24 feet the northeast corner of said Transmission Easement, continuing along said north line, passing at an additional distance of 78.25 feet the northeast corner of Lot 1 of said Section 29, continuing along said north line an additional distance of 2,502.13 feet, in all a total distance of 3,425.82 feet to the northeast corner of said Section 29;

THENCE South 01°09'22" East, along the east line of said Section 29, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE South 01°09'22" East, continuing along the east line of said Section 29, a distance of 100.10 feet;

THENCE crossing said Section 29 the following courses:

North 88°35'46" West, a distance of 246.96 feet;

North 72°07'59" West, a distance of 370.50 feet;

North 89°27'17" East, a distance of 316.60 feet;

South 72°07'59" East, a distance of 55.63 feet;

South 88°35'46" East, a distance of 228.02 feet to the POINT OF BEGINNING.

#### PARCEL K:

BEING in Section 29, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harrall a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at a 2-inch brass cap monument on the north line of said Section 29 for the northwest corner of Lot 1 of said Section 29;

THENCE North 89°38'38" East, along the north line of said Section 29, a distance of 631.20 feet to the POINT OF BEGINNING;

THENCE North 89°38'38" East, continuing along the north line of said Section 29, a distance of 214.24 feet;

THENCE South 21°21'52" East, crossing said Section 29, a distance of 809.74 feet;

THENCE North 89°27'17" East, continuing across said Section 29, a distance of 2,300.54 feet;

THENCE South 1°09'22" East, along the east line of said Section 29, a distance of 200.01 feet;

THENCE continuing across said Section 29 the following eight (8) courses:

South 89°27'17" West, a distance of 2,226.63 feet;

South 21°21'52" East, a distance of 255.00 feet;

South 68°38'08" West, a distance of 200.00 feet;

North 21°21'52" West, a distance of 331.05 feet;

South 89°27'17" West, a distance of 331.05 feet;

North 0°32'43" West, a distance of 200.00 feet;

North 89°27'17" East, a distance of 255.00 feet;

North 21°21'52" West, a distance of 810.50 feet to the POINT OF BEGINNING.

PARCEL L:

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range; THENCE South 01°09'22" East, along the west line of said Section 28, a distance of 748.39 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses and distances:

North 89°27'17" East, a distance of 5,123.93 feet;

North 00°32'44" West, a distance of 300.00 feet;

North 89°27'17" East, a distance of 200.00 feet;

South 00°32'43" East, a distance of 300.00 feet;

North 89°27'17" East, a distance of 25.98 feet;

THENCE South 00°44'47" East, along the west line of said Section 28, a distance of 406.72 feet;

THENCE crossing said Section 28 the following five (5) courses and distances:

South 89°27'17" West, a distance of 26.11 feet;

South 00°43'41" East, a distance of 4,124.84 feet;

South 89°24'22" West, a distance of 200.00 feet;

North 00°43'41" East, a distance of 4,331.73 feet;

South 89°27'17" West, a distance of 5,122.43 feet;

THENCE North 01°09'22" West, with the west line of said Section 28, a distance of 200.01 feet, to the POINT OF BEGINNING.

PARCEL M:

BEING in Section 28, Township 7 North, Range 12 East, Torrance County, New Mexico, being a part of a tract of land described in the deed recorded April 23, 1984 in Volume 247, Page 4690, Official Records of Torrance County (O.R.T.C.N.), New Mexico, to Leland Harral a/k/a. Leland C. Harral and Susan Harral a/k/a Mary Susan Harral, as to an undivided one-half interest, and as described in the deed recorded November 19, 2019 in Volume 341, Page 4175, O.R.T.C.N. to Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust dated December 13, 2012, as to an undivided one-half interest, and being more particularly described as follows:

COMMENCING at the common corner between Sections 20, 21, 28, and 29, said Township and Range;

THENCE South 01°09'19" East, along the west line of said Section 28, a distance of 973.73 feet to the POINT OF BEGINNING;

THENCE crossing said Section 28 the following five (5) courses:

South 88°35'46" East, a distance of 2,392.92 feet;

North 89°27'17" East, a distance of 2,957.04 feet;

South 00°44'47" East, a distance of 100.00 feet;

South 89°27'17" West, a distance of 2,959.09 feet;

North 88°35'46" West, a distance of 2,390.16 feet;

THENCE North 01°09'22" West, with the west line of said Section 18, a distance of 100.10 feet to the POINT OF BEGINNING.

**Howling Wind Ranch, LLC, a New Mexico limited liability company**

Easement estate as created by that certain Transmission Easement Agreement dated June 19, 2020 executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya

Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), as disclosed by Memorandum of Transmission Easement Agreement recorded June 24, 2020 as document number 2201419, and recorded in Book 343, Page 734, Records of Torrance County, New Mexico, as amended by document entitled First Amendment to Transmission Easement Agreement and Memorandum of Transmission Easement Agreement executed by and between Howling Wind Ranch, LLC, a New Mexico limited liability company (Grantor), La Joya Wind, LLC, (Grantee), and El Cabo Wind, a Delaware limited liability company (as consenting party), recorded August 23, 2021 as document number 2212534, in Book 348, Page 477, Records of Torrance County, New Mexico, in and to the following:

200' WIDE TRANSMISSION LINE CORRIDOR, WHICH IS DESCRIBED AS FOLLOWS:

PARCEL 1:

Being in the SW1/4 of Section 15, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 15 and Sections 16, 21, and 22 of said Township and Range;

THENCE North 89° 38' 25" East, along the south line of said Section 15, a distance of 89.40 feet, to the POINT OF BEGINNING;

THENCE North 13° 06' 38" West, a distance of 403.29 feet, to a point on the west line of said Section 15;

THENCE North 00° 18' 12" West, along the west line of said Section 15, a distance of 902.24 feet;

THENCE South 13° 06' 38" East, a distance of 1,328.34 feet to a point on the south line of said Section 15;

THENCE South 89° 38' 25" West along the south line of said Section 15, a distance of 205.06 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 2:

Being in the W1/2 of Section 22, Township 6 North, Range 12 East, part of that tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim Deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a monument with brass cap "S21/S22/S28/S27" found at the common corner of said Section 22 and Sections 27, 21 and 28 of said Township and Range;

THENCE North 89°39'20" East, along the south line of said Section 22, a distance of 1,292.08 feet, to the POINT OF BEGINNING;

THENCE North 13°06'38" West, a distance of 5,415.73 feet, to a point on the north line of said Section 22, from which a found 5/8 inch iron rod with cap stamped "LWS" found at the common corner of said Section 22 and Sections 15, 16, 21 of said township and range, bears South 89°38'25"West along the North line of said Section 22, a distance of 89.40 feet;

THENCE North 89°38'25" East, along the north line of said Section 22, a distance of 205.06 feet to a point,

THENCE South 13°06'38" East, a distance of 5,415.79 feet, to a point on the south line of said Section 22;

THENCE South 89°39'20" West, along the south line of said Section 22, a distance of 205.07 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 3:

Being in Section 27, Township 6 North, Range 12 East, part of a tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:



COMMENCING from a brass cap monument found at the common corner of Section 27, 28, 33, and 34, of said Township and Range;  
THENCE North 89°38'39" East, along the south line of said Section 27, a distance of 2,491.74 feet, to the POINT OF BEGINNING;  
THENCE North 13°06'38" West, a distance of 5,413.82 feet to a point on the north line of said Section 27 from which a found brass monument marked "MON S21/ S22 S28/S27" bears South 89°39'20" West, along the north line of said Section 27, a distance of 1,292.08 feet;  
THENCE North 89°39'20" East, along said north line of Section 27, at a distance of 205.07 feet, to a point for corner;  
THENCE South 13°06'38" East, a distance of 5,413.77 feet to a point on the south line of said Section 27;  
THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 56.34 feet to a monument with brass cap found at the South quarter corner of said Section 27;  
THENCE South 89°38'33" West, along said south line of said Section 27, a distance of 148.71 feet to the POINT OF BEGINNING;  
BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 4:

Being in Section 34, Township 6 North, Range 12 East, New Mexico Principle Meridian, part of tract of land described to Howling Wind Ranch, LLC, in Quitclaim deed recorded on August 26, 2013 in Volume 329, Page 1299, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument at the common corner of said Sections 34 and 35 said Township and Range, and Sections 2 and 3 of Township 5 North, Range 12 East, New Mexico Principle Meridian;

THENCE South 89°39'30" West, along the south line of said Section 34, a distance of 1,382.44 feet to the POINT OF BEGINNING;

THENCE South 89°39'30" West, continuing along said south line, a distance of 205.07 feet;

THENCE North 13°06'38" West, across said Section 34, a distance of 5,410.73 feet;

THENCE North 89°38'39" East along said north line of said Section 34, a distance of 148.71 feet;

THENCE North 89°38'16" East along the north line of said Section 34, a distance of 56.35 feet, to a corner;

THENCE South 13°06'38" East, a distance of 5,410.79 feet, to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

PARCEL 5:

Being in the E1/2 of Section 3, Township 5 North, Range 12 East, part of tract of land described to Howling Wind Ranch, LLC, in a Corrected Quitclaim deed recorded October 16, 2013 in Volume 329, Page 2726, of the Official Records of Torrance County, New Mexico, and being more particularly described by metes and bounds as follows:

COMMENCING from a 3-inch brass cap monument found at the common corner of said Sections 2 and 3, said Township and Range, and Sections 34 and 35 of Township 6 North, Range 12;

THENCE South 89°39'30" West along the north line of said Section 3, a distance of 1,382.44 feet, to the POINT OF BEGINNING;

THENCE South 12°53'39" East, a distance of 4,180.72 feet;

THENCE North 89°31'55" East, a distance of 453.48 feet, to a point on a point on the east line of said Section 3; from which a found 2 inch brass monument bears North 00°03'42" West, along the east line of said Section 3, a distance of 1500.35 feet;

THECE South 00°03'42" East along said east line, a distance of 200.01 feet;

THENCE South 89°31'55" West, a distance of 613.03 feet;

THENCE North 12°53'36" West, a distance of 4,385.97 feet to point on the north line of said Section 3;

THENCE North 89°39'30" East along said north line, a distance of 205.07 feet to the POINT OF BEGINNING;

BEARINGS ARE BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DISTANCES ARE GRID DISTANCES"

**PACIFIC WIND LEASES AND PACIFIC WIND LAND:**

**Norma Sue Harvey**

Amended and Restated Windfarm Development Lease dated July 31, 2017 by and between Norma Sue Harvey a/k/a Sue Harvey and Pacific Wind Development LLC, as amended by that certain First Amendment and Partial Assignment and Assumption Agreement dated and effective April 20, 2020, a memorandum of which was recorded in the Records on May 7, 2020 as Document No. 2200979, in Book 342, Page 3942.

**Township 5 North, Range 12 East, N.M.P.M.**

Sec. 6: Lots 5, 6, 7, 8, 9, 10, 15, 16, 17, 19, 20; W 1/2 Lots 4, 11, 14, and 21; and that part of Lot 18 lying North of U.S. Hwy 60

Section 7: All that part of Lot 3 and the E 1/2 Lot 4 lying North of U.S. Hwy 60

**Township 6 North, Range 12 East, N.M.P.M.**

Sec. 19: W/2

Sec. 30: E1/2 and E1/2W1/2, W1/2W1/2

Sec. 31: All

**Township 6 North, Range 11.5 East, N.M.P.M.**

Sec. 24: All

Sec. 25: Lots 1, 2, 3, 4 and the E1/2

**Wrye**

Amended and Restated Wind Energy Lease Agreement by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and Pacific Wind Development LLC, dated August 8, 2017, memorandum of which was recorded in the Records on August 17, 2017, in Book 337, Page 1495, amended Amendment and Partial Assignment and Assumption Agreement by and among Pacific Wind Development LLC, El Corazon Wind LLC, and William H. Wrye, Jr. and Joy K. Wrye, husband and wife, a memorandum of which recorded in the Records on April 6, 2022 as Document No. 2221080, in Book 350, Page 4491, and amended and restated by that certain Second Amended and Restated Wind Energy Lease Agreement dated and effective March 25, 2022, a memorandum of which was recorded in the Official Records on April 6, 2022 as Document No. 2221079, Book 350, Page 4478.

**TOWNSHIP 6 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 4: SW1/4, N1/2NW1/4, SE1/4NW1/4

**TOWNSHIP 7 NORTH, RANGE 11 EAST, N.M.P.M.**

Section 27: N1/2NW1/4, SW1/4NW1/4, S1/2SW1/4

**Harral**

Second Amended and Restated Wind Energy Lease Agreement by and between Harral, Inc. a New Mexico corporation, and Pacific Wind Development LLC, dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 24, 2020, as Document No. 2201429, in Book 343, Page 809.

All that certain real property located in Torrance County, NM more particularly described as follows:

Township 6 North, Range 12 East, NMPM

Section 19: E2

Township 7 North, Range 13, NMPM

Section 29: S2

**NMSLO (Lease EW-0021)**

Wind Energy Lease Agreement, Lease Agreement by and between the New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310, New Mexico New Mexico State Land Office and Pacific Wind Development LLC, dated October 10, 2013, a memorandum of which was recorded in the Records on December 10, 2013 as Document No. 2133411, in Book 329, Page 4107; Partial Assignment and Assumption of Interest in State Business Lease EW-0021 by and between Pacific Wind Development LLC, and La Joya Wind, LLC, dated June 23, 2020, and recorded on June 23, 2020 as Document No. 2201414, in Book 343, Page 684.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 7 North, Range 11.5 East, N.M.P.M.

Section 13: Lots 1-4, E½

Township 7 North, Range 12 East, N.M.P.M.

Section 18: Lots 3, 4, 6, 7, E½W½

Township 5 North, Range 12 East, N.M.P.M.

Section 6: Lots 1, 2, S1/2 NE1/4, N1/2 SE1/4

Township 5 North, Range 13 East, N.M.P.M.

Section 4: SW1/4

Section 16: ALL

Section 18: Lot 4

Township 6 North, Range 13 East, N.M.P.M.

Section 32 ALL

Township 9 North, Range 12 East, N.M.P.M.

Section 6: Lots 4, 5

Township 4 North, Range 11 East, N.M.P.M.

Section 03: Lots 1-4, S1/2, S1/2 N1/2

Section 09: ALL

Section 10: ALL

Section 11: S ½

Section 12: S½S½

Section 13: ALL

Section 14: N1/2,E1/2 SW1/4, SW1/4 SW1/4, SE1/4

Section 15: ALL

Section 16: ALL

Section 21: W1/2, N1/2 NE1/4, S1/2 SE1/4

Section 22: S1/2, E1/2 NE1/4, NW1/4 NW1/4

Section 23: ALL

Township 4 North, Range 12 East, N.M.P.M.

Section 20: ALL  
Section 21: ALL  
Section 28: ALL  
Section 29: ALL  
Section 30: Lots 1-4, E1/2, E1/2 W1/2  
Section 31: Lots 1-4, E1/2, E1/2 W1/2  
Section 32: ALL

**Harvey-Encino Ranch**

Amended and Restated Wind Energy Lease Agreement by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and Pacific Wind Development LLC dated and effective June 19, 2020, a memorandum of which was recorded in the Records on June 25, 2020 as Document No. 2201456, in Book 343, Page 1403, as amended by that First Amendment to Amended and Restated Wind Energy Lease Agreement dated and effective October 20, 2020, a memorandum of which was recorded in the Records on November 5, 2020 as Document No. 2203067, in Book 344, Page 4147.

All of that certain real property located in Torrance County, New Mexico, more particularly described as follows:

Township 4 North, Range 13 East, NMPM

Section 2: Lots 1, 2, 3, 4, S½N½, S½ (ALL)  
Section 3: ALL  
Section 5: ALL  
Section 7: ALL  
Section 8: ALL  
Section 9: ALL  
Section 10: ALL  
Section 11: ALL  
Section 12: ALL  
Section 13: ALL  
Section 14: ALL  
Section 15: NE 1/4, W 1/2 and SE 1/4  
Section 16: ALL  
Section 17: ALL  
Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 23: NW 1/4, W 1/2 NE 1/4, and N 1/2 SW 1/4, NW 1/4 SE 1/4  
Section 30: ALL

Township 5 North, Range 13 East, N.M.P.M.

Section 20: ALL  
Section 21: ALL  
Section 22: ALL  
Section 27: ALL  
Section 33: ALL

Section 34: ALL

**NMSLO (BL-2598)**

Lease of State Trust Land (BL-2598) by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust established in the Act of June 20, 1910, 36 Stat. 557, ch. 310 ("**NMSLO**") and Pacific Wind Development LLC, dated and effective October 28, 2019, a memorandum of which was recorded with the Clerk of Torrance County (the "**Records**") on November 7, 2019 as Document No. 2192678, in Book 341, Page 3918, as amended and partially assigned pursuant to that certain Partial Assignment and Assumption of Interest in Lease of State Trust Land (BL-2598) by and between Pacific Wind Development LLC and La Joya Wind, LLC, dated and effective June 23, 2020, and recorded in the Records on June 23, 2020 as Document No. 2201413 in Book 343, Page 676.

All that certain real property located in Torrance County, New Mexico, more particularly described as follows:

**Township 5 North, Range 11 East, N.M.P.M.**

Section 16: ALL 640 acres ±  
Section 21: ALL 640 acres ±  
Section 28: ALL 640 acres ±  
Section 33: ALL 604.88 acres ±  
Section 34: ALL 604.76 acres ±

**Township 4 North, Range 12 East, N.M.P.M.**

Section 4: ALL 636.50 acres ±

**EXHIBIT B**  
**TO**  
**CONSENT AND CROSSING AGREEMENT**  
**(El Cabo /La Joya/Pacific Wind/SunZia)**

**Description of SunZia NMSLO Wind Leases, NMSLO Overleased Land,  
SunZia Gen-Tie Easements, SunZia Gen-Tie Lands,  
SunZia Collection Easements, SunZia Collection Lands,  
SunZia Access Easements and SunZia Access Lands**

This Exhibit B is temporary and must be replaced by a final, complete Exhibit B that includes the signatures of the Affiliate Parties within three (3) weeks of the Effective Date or this agreement will be null and void.

**PART A:**

**PARCEL 1**

**FEE OWNER:** DONALD G. ANSLEY AND CAROL R. ANSLEY, TRUSTEES OF THE DONALD G. ANSLEY AND CAROL R. ANSLEY REVOCABLE TRUST UTA DTD DECEMBER 31, 1981 AND RESTATED ON OCTOBER 2<sup>ND</sup>, 2014

Grant of Easement dated October 31, 2023, by and between Donald G. Ansley and Carol R. Ansley, Trustees of the Donald G. Ansley and Carol R. Ansley Revocable Trust UTA dtd December 31, 1981 and restated on October 2<sup>nd</sup>, 2014, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 250' wide Gen-Tie Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 60' wide Collection Easement and two 30' wide Collection Easements)

Section 36: E2NE; Lot 1, 8 (solely as to a 60' wide Collection Easement)

**SunZia Access Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 25: E2E2 (solely as to a 20' wide Access Easement)

Section 36: E2NE; Lot 1, 8 (solely as to a 20' wide Access Easement)

**PARCEL 2**

**FEE OWNER:** WILLIAM H. WRYE, JR. AND JOY K. WRYE, HUSBAND AND WIFE



Grant of Easement dated October 31, 202, by and between William H. Wrye, Jr. and Joy K. Wrye, husband and wife, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 250' wide Gen-Tie Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 250' wide Gen-Tie Easement)

**SunZia Collection Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 60' wide Collection Easement and a 200' wide Collection Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 30' wide Collection Easement and a 100' wide Collection Easement)

**SunZia Access Land:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to a 20' wide Access Easement)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 6: Lots 7, 8, 11, 12; SE4SW4 (solely as to four 300' x 300' surface areas)

Section 7: Lots 1, 2, 3, 4, 5, 8, 9, 12; E2W2 (solely as to one 300' x 300' surface area)

**PARCEL 3**

**FEE OWNER:** LELAND C. HARRAL AND MARY SUSAN HARRAL, TRUSTEES OF THE LELAND C. HARRAL AND MARY SUSAN HARRAL REVOCABLE TRUST, DATED DECEMBER 13, 2012

Grant of Easement dated October 31, 2023, by and between Leland C. Harral and Mary Susan Harral, Trustees of the Leland C. Harral and Mary Susan Harral Revocable Trust, dated December 13, 2012, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_], Page [\_\_\_\_], in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 260-FOOT WIDE ELECTRIC EASEMENT ACROSS THE LELAND C. HARRAL AND MARY SUSAN HARRAL, REVOCABLE TRUST TRACT RECORDED IN BOOK 361, PAGE 4438 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 22, 23, 26 AND 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 126 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH LINE OF SAID SECTION 22 AND 23 AND THE SOUTH LINE OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the south line of the northeast quarter of said Section 35, from which a 2-inch iron pipe found at the southeast corner of said Section 35 bears, South 30°30'37" East, a distance of 3,029.76 feet.

**THENCE**, over and across Sections 22, 23, 26 and 35, the following (5) courses and distances:

- (1) North 00°21'59" West, a distance of 1,875.73 feet to a calculated point;
- (2) North 43°00'29" West, a distance of 299.22 feet to a calculated point;
- (3) North 04°09'53" West, a distance of 6,883.89 feet to a calculated point;
- (4) North 33°41'29" West, a distance of 3,712.76 feet to a calculated point;
- (5) North 45°30'48" West, distance of 1,422.69 feet to the **POINT OF TERMINUS** in the north line of said Section 23, from which a stone found at the northeast corner of said Section 23 bears, North 88°31'24" East, a distance of 5,344.41 feet;

Total easement description containing 14,194.29 linear feet or 860.26 rods, and containing 81.49 acres of land, more or less.

**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to a 20' wide Access Easement)

Section 26: All (solely as to a 20' wide Access Easement)

Section 35: N2 (solely as to a 20' wide Access Easement)

**PT Sites:**

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 23: All (solely as to two approximately 276' x 158' x 318' surface areas)

Section 35: N2 (solely as to four approximately 268' x 180' x 69' x 287' surface areas)

**PARCEL 4**

**FEE OWNER:** HOWLING WIND RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 31, 2023, by and between Howling Wind Ranch, LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HOWLING WIND RANCH, LLC TRACT, RECORDED IN BOOK 329, PAGE 2726, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 13, and 14, TOWNSHIP 6 NORTH, RANGE 12 EAST, AND SECTION 35, TOWNSHIP 7 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID PERMANENT EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF LOT 4 OF SAID SECTION 13 AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 6 North, Range 12 East bears, North 89°30'13" East, a distance of 175.81 feet;

**THENCE**, over and across said Howling Wind Ranch, LLC tract, the following seven (7) courses and distances:

- 1) North 45°50'40" West, a distance of 7,340.29 feet to a calculated point;
- 2) North 00°19'56" West, a distance of 2,763.31 feet to a calculated point;
- 3) North 00°23'59" West, a distance of 2,644.64 feet to a calculated point;
- 4) North 01°09'04" West, a distance of 4,731.87 feet to a calculated point;
- 5) North 07°56'17" West, a distance of 1,365.64 feet to a calculated point;
- 6) North 31°30'19" West, a distance of 2,234.00 feet to a calculated point;
- 7) North 00°21'59" West, a distance of 49.47 feet to the **POINT OF TERMINUS** in said north line of the southeast quarter of said Section 35, from which a Brass Cap found at the south quarter corner of said Section 35 bears, South 22°21'16" West, a distance of 2,850.66 feet.

**Total easement description containing 21,129.22 linear feet or 1,280.56 rods, and containing 121.28 acres of land, more or less.**

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**SunZia Access Land (which includes a portion of an El Cabo Shared Road):**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

- Section 2: All (solely as to two 20' wide Access Easements)  
Section 11: E2 (solely as to two 20' wide Access Easements)  
Section 13: All (solely as to a 20' wide Access Easement)  
Section 14: E2 (solely as to two 20' wide Access Easements)  
Section 23: E2 (solely as to a 20' wide Access Easement)  
Section 26: E2 and S2S2 (solely as to a 20' wide Access Easement)  
Section 34: A portion of the E2E2E2 along the East Section Line (solely as to a 20' wide

Access Easement)

Section 35: A portion of the E2E2 (solely as to a 20' wide Access Easement)

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 35: S2 (solely as to two 20' wide Access Easements)

**PARCEL 5**

**FEE OWNER:** MCLAUGHLIN RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Unrecorded Grant of Easement dated October 31, 2023, by and between McLaughlin Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), as evidenced of record by that certain Notice of Exercise of Option [Transmission Line/Other] of even date therewith, filed of record on [\_\_\_\_\_, 2023], as Document No. [\_\_\_\_\_, in Book [\_\_\_\_\_, Page [\_\_\_\_\_, in the records of Torrance County, New Mexico.

**SunZia Gen-Tie Land:**

**A DESCRIPTION FOR TWO PROPOSED VARIABLE WIDTH ELECTRIC EASEMENTS ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 10, TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**VARIABLE WIDTH ELECTRIC EASEMENT PART 1**

**BEGINNING** at a calculated point in the south line of said Section 10, from which an iron rail monument found at the south quarter corner of said Section 10 bears, North 89°01'03" East, a distance of 19.38 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract, the following five (5) courses and distances:

1. North 15°46'00" West , a distance of 72.29 feet to a calculated point;
2. North 00°40'15" West, a distance of 51.62 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract, same being the south right-of-way (R.O.W.) line of U.S. Highway 60 (variable width R.O.W.);
3. South 85°12'02" East, along the north boundary line of said McLaughlin Ranch, LLC tract and the south R.O.W. line of U.S. Highway 60, a distance of 37.97 feet to a calculated point, from which an iron rail monument found for the east quarter corner of said section 10, North 46°00'27" East , a distance of 3,633.19 feet;
4. South 00°52'27" East, along the east boundary line of said McLaughlin Ranch, LLC tract, a distance of 117.69 feet to an iron rail monument found for the south quarter corner of said Section 10;
5. South 89°01'03" West, a distance of 19.38 feet to the **POINT OF BEGINNING** in the south line of said Section 10.

**Total variable width electric easement Part 1 description containing 0.09 acres of land, more or less.**

## **VARIABLE WIDTH ELECTRIC EASEMENT PART 2**

**BEGINNING** at a calculated point in the north R.O.W. line of U.S. Highway 60, from which a rock pile found at the west quarter corner of said Section 10 bears, North 48°47'18" West , a distance of 3,458.98 feet;

**THENCE**, over and across said McLaughlin Ranch, LLC tract the following six (6) courses and distances:

1. **North 00°40'15" West** , a distance of 1,147.11 feet to a calculated point;
2. **North 25°15'11" West**, a distance of 1,268.91 feet to a calculated point in the north boundary line of said McLaughlin Ranch, LLC tract;
3. **North 89°33'34" East**, along the north boundary line of said McLaughlin Ranch, LLC tract, a distance of 275.51 feet to a calculated point;
4. **South 25°15'11" East**, leaving said north boundary line, a distance of 681.39 feet to a calculated point in the east boundary line of said McLaughlin Ranch, LLC tract, from which an iron rail monument found at the east quarter corner of said Section 10 bears, North 76°24'35" East, a distance of 2,718.71 feet;
5. **South 00°52'27" East**, with said east boundary line, a distance of 1,683.83 feet to a calculated point in the north R.O.W. line of said U.S. Highway 60;
6. **North 85°12'17" West**, a distance of 37.25 feet to the **POINT OF BEGINNING** in the north R.O.W. line of U.S. Highway 60;

**Total variable width electric easement Part 2 description containing 6.72 acres of land, more or less.**

**Total variable width easement Part 1 and Part 2 descriptions containing a combined total of 6.81 acres of land, more or less.**



**CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT**

**PART 3**

A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A McLAUGHLIN RANCH, LLC TRACT, RECORDED IN BOOK 327, PAGE 1974, OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 19 AND 20, TOWNSHIP 6 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO, SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE WEST LINE OF LOT 1 OF SAID SECTION 19, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the east line of the northwest quarter of said Section 20, from which a brass cap found at the southwest corner of said Section 19 bears, South 66°33'17" West, a distance of 8,599.39 feet;

**THENCE**, over and across the McLaughlin Ranch, LLC. In the northwest quarter of said Section 20 and the northeast quarter of said Section 19, the following two (2) courses and distances:

- 1) North 25°15'11" West, a distance of 1,774.03 feet, to a calculated point;
- 2) North 89°08'16" West, a distance of 7,159.13 feet to the **POINT OF TERMINUS** in the west line of said Lot 1 of said Section 19, from which bears a brass cap found at the northeast corner of Section 24, Township 6 North, Range 12 East bears, North 00°14'48" West, a distance of 118.69 feet.

Total centerline electric easement Part 3 description containing 8,933.16 linear feet or 541.40 rods, and containing 51.29 acres of land, more or less.

Total easement description of Part 1, Part 2, and Part 3 containing a combined total of 58.10 acres of land, more or less.

**SunZia Access Land:**

Township 5 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 10: SW4, less and except thirty-eight (38) acres for the New Mexico State Highway #60 (solely as to a 20' wide Access Easement)

**PT Site:**

Township 6 North, Range 13 East, N.M.P.M., Torrance County, New Mexico

Section 20: NW4 (solely as to an approximately 156' x 180' x 244' x 200' surface area)

**PARCEL 6**

**FEE OWNER:** HARVEY-ENCINO RANCH LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Easement dated October 27, 2023, by and between Harvey-Encino Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company (formerly known as El Corazon Wind LLC), filed of record on October 30, 2023, as Document No. 2232946, in Book 356, Page 1828, in the records of Torrance County, New Mexico.



**SunZia Gen-Tie Land:**

**A CENTERLINE DESCRIPTION FOR A PROPOSED 250-FOOT WIDE ELECTRIC EASEMENT ACROSS A HARVEY ENCINO RANCH, LLC TRACT, RECORDED IN BOOK 324, PAGE 4300, RECORDS OF TORRANCE COUNTY, NEW MEXICO, SITUATED IN SECTIONS 2, 11, 12, AND 13 TOWNSHIP 4 NORTH, RANGE 13 EAST, AND SECTIONS 22, 27, AND 34 TOWNSHIP 5 NORTH, RANGE 13 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID EASEMENT BEING 125 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF SAID SECTION 13 TOWNSHIP 4 NORTH RANGE 13 EAST AND THE NORTH LINE OF SAID SECTION 22 TOWNSHIP 5 NORTH RANGE 13 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:**

**BEGINNING** at a calculated point in the south line of said Section 13, Township 4 North, Range 13 East, from which a brass cap stamped "U.S. General Land Office" found at the southeast corner of said Section 13, Township 4 North, Range 13 East bears, North 89°37'42" East, a distance of 311.38 feet;

**THENCE**, over and across said Harvey Encino Ranch, LLC tract, the following nine (9) courses and distances:

- 1) **North 00°04'49" West**, a distance of 424.38 feet to a calculated point;
- 2) **North 00°41'13" West**, a distance of 3,499.19 feet to a calculated point;
- 3) **North 00°43'48" West**, a distance of 6,473.77 feet to a calculated point;
- 4) **South 89°59'59" West**, a distance of 5,102.17 feet to a calculated point;
- 5) **North 00°00'00" East**, a distance of 5,197.67 feet to a calculated point;
- 6) **North 18°04'01" East**, a distance of 2,043.34 feet to a calculated point;
- 7) **North 00°35'37" West**, a distance of 3,487.47 feet to a calculated point;
- 8) **North 00°33'30" East**, a distance of 5,303.94 feet to a calculated point;
- 9) **North 00°15'29" West**, a distance of 5,302.19 feet to the **POINT OF TERMINUS** in said north line of Section 22 Township 5 North Range 13 East, from which an iron rail right-of-way (R.O.W.) monument found in the north line of BNSF railroad R.O.W. bears, North 21°26'05" West, a distance of 4,265.71 feet.

**Total easement description containing 36,834.12 linear feet or 2,232.37 rods, and containing 211.47 acres of land, more or less.**

**PART B:**

**Description of Additional SunZia Access Easements and SunZia Access Lands**  
**(Portions of an El Cabo Shared Road)**

**PARCEL 7**

**FEE OWNER:** PRATHER RANCH, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

Grant of Access Easement dated September 27, 2023 by and between Prather Ranch LLC, a New Mexico limited liability company, and SunZia Wind North LLC, a Delaware limited liability company, filed of record on September 27, 2023, as Document No. 2232619, in Book 355, Page 4010, in the records of Torrance County, New Mexico.

**SunZia Access Land:**

A CENTERLINE DESCRIPTION, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO, FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A PRATHER RANCH, LLC TRACT, RECORDED IN BOOK 354, PAGE 1476 OF THE RECORDS OF TORRANCE COUNTY, NEW MEXICO; SITUATED IN SECTION 11, TOWNSHIP 5 NORTH, RANGE 12 EAST, NMPM, TORRANCE COUNTY, NEW MEXICO; SAID PERMANENT EASEMENT BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 60 (200-FOOT WIDE R.O.W.) AND THE NORTH LINE OF SAID SECTION 11, TOWNSHIP 5, NORTH, RANGE 12 EAST, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

**BEGINNING** at a calculated point in the north R.O.W. line of said U.S. Highway 60 (200-foot R.O.W.), from which an iron rail R.O.W. monument found in said north R.O.W. line bears, South 83°56'17" East, a distance of 1,270.69 feet;

**THENCE**, over and across said Prather Ranch, LLC tract, the following twelve (12) courses and distances:

- 10) North 02°38'27" East, a distance of 246.88 feet to a calculated point;
- 11) North 01°59'40" East, a distance of 185.33 feet to a calculated point;
- 12) North 00°23'09" East, a distance of 196.52 feet to a calculated point;
- 13) North 00°09'02" West, a distance of 219.54 feet to a calculated point;
- 14) North 00°22'08" East, a distance of 209.24 feet to a calculated point;
- 15) North 00°28'34" East, a distance of 242.14 feet to a calculated point;
- 16) North 00°29'46" East, a distance of 252.68 feet to a calculated point;
- 17) North 00°10'24" East, a distance of 289.81 feet to a calculated point;
- 18) North 00°07'31" East, a distance of 225.70 feet to a calculated point;
- 19) North 00°00'21" West, a distance of 245.18 feet to a calculated point;

**20) North 00°31'15" East**, a distance of 168.82 feet to a calculated point;

**21) North 00°04'55" East**, a distance of 105.36 feet to the **POINT OF TERMINUS** in the north line of said Section 11, Township 5 North, Range 12 East, from which a 5/8-inch iron rod with cap stamped "Ferrell PS 25209" found at the northwest corner of said Section 11 bears, South 89°47'43" West, a distance of 57.68 feet.

**Total easement description containing 2,587.20 linear feet or 156.80 rods, and containing 1.19 acres of land, more or less.**

#### **PARCEL 8**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Grant of Right-of-Way dated August 1, 2023 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company, evidenced of record by that certain Notice of Grant of Right-of-Way filed of record on October 5, 2023, as Document No. 2232693, in Book 355, Page 4271, in the records of Torrance County, New Mexico.

#### **SunZia Access Land:**

A CENTERLINE DESCRIPTION FOR A PROPOSED 20-FOOT WIDE ACCESS EASEMENT ACROSS A STATE OF NEW MEXICO TRACT SITUATED IN SECTION 02, TOWNSHIP 05 NORTH, RANGE 12 EAST, N.M.P.M., TORRANCE COUNTY, NEW MEXICO, THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 02 AND THE NORTH LINE OF LOT 4 OF SAID SECTION 02, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING at a calculated point in the south line of the southwest quarter of the southwest quarter of said Section 02, from which a GLO brass cap found at southeast corner of said Section 02 bears, North 89°47'43" East, a distance of 5,222.89 feet;

( SW/4 OF SW/4)

THENCE, over and across the southwest quarter of the southwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°21'08" East, a distance of 336.47 feet to a calculated point;
- 2) North 00°01'31" West, a distance of 584.61 feet to a calculated point;
- 3) North 00°08'52" East, a distance of 399.29 feet to a calculated point;

Said SW/4 of SW/4 containing 1,320.37 linear feet or 80.02 rods, and containing 0.61 acres of land, more or less.

( NW/4 OF SW/4)

THENCE, over and across the northwest quarter of the southwest quarter of said Section 02, the following two (2) courses and distances:

- 1) North 00°08'52" East, a distance of 917.68 feet to a calculated point;
- 2) North 00°06'46" West, a distance of 402.69 feet to a calculated point;

Said NW/4 OF SW/4 containing 1,320.37 linear feet or 80.02 rods and containing 0.61 acres of land, more or less.

( SW/4 OF NW/4)

THENCE, over and across the southwest quarter of the northwest quarter of said Section 02, the following three (3) courses and distances:

- 1) North 00°06'46" West, a distance of 678.43 feet to a calculated point;
- 2) North 00°15'37" East, a distance of 403.81 feet to a calculated point;
- 3) North 01°20'38" East, a distance of 238.16 feet to a calculated point;

Said SW/4 OF NW/4 containing 1,320.40 linear feet or 80.02 rods, and 0.61 acres of land, more or less.

(LOT 4)

THENCE, over and across Lot 4 of said Section 02, the following four (4) courses and distances:

- 1) North 01°20'38" East, a distance of 50.24 feet to a calculated point;
- 2) North 00°16'15" West, a distance of 657.20 feet to a calculated point;
- 3) North 00°16'57" East, a distance of 206.96 feet to a calculated point;
- 4) North 00°50'55" East, a distance of 345.51 feet to the POINT OF TERMINUS in the north line of said Section 02, from which a GLO brass cap found at the northwest corner of said Section 02 bears, South 89°37'43" West, a distance of 78.06 feet.

Said Lot 4 containing 1259.91 linear feet or 76.36 rods, and containing 0.58 acres of land, more or less.

Total easement description containing 5,221.05 linear feet or 316.42 rods, and containing 2.41 acres of land, more or less.

**PART C:**

**Description of SunZia NMSLO Wind Leases, NMSLO Turbine Overleased Land  
and NMSLO Non-Turbine Overleased Land**

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-0108) dated October 21, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC), evidenced of record by that certain Memorandum of Business Lease filed of record on October 31, 2022, as Document No. 2223213, in Book 352, Page 3164, in the records of Torrance County, New Mexico.

**NMSLO Turbine Overleased Land:**

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 13: Lots 1-4, E2

Township 7 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 18: W2

**NMSLO Non-Turbine Overleased Land:**

Township 6 North, Range 12 East, N.M.P.M., Torrance County, New Mexico

Section 16: E2E2

Township 7 North, Range 11.5 East, N.M.P.M., Torrance County, New Mexico

Section 1: Lot 1

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico

Section 12: E2E2

Section 13: E2E2

Section 24: E2E2

**FEE OWNER:** NEW MEXICO COMMISSIONER OF PUBLIC LANDS, THE ACTING TRUSTEE FOR THE ENABLING ACT TRUST, ESTABLISHED IN THE ACT OF JUNE 20, 1910, 36 STATUTE 557, CH. 310

Business Lease (EW-106) dated June 27, 2022 by and between New Mexico Commissioner of Public Lands, the acting trustee for the Enabling Act Trust, established in the Act of June 20, 1910, 36 Statute 557, Ch. 310, and Pattern SC Holdings LLC, a Delaware limited liability company, evidenced of record by that certain Memorandum of Business Lease filed of record on July 12, 2022, as Document No. 2222173, in Book 351, Page 3762; as assigned to SunZia Wind North LLC, a Delaware limited liability company (formerly named El Corazon Wind LLC) by that certain Assignment of State Business Lease dated October 21, 2022, filed of record on October

24, 2022, as Document No.2223163, in Book 352, Page 2981; as partially released by that certain Partial Relinquishment, Release, and Quitclaim Deed dated January 31, 2023, filed of record on March 23, 2023, as Document No. 2230758, in Book 354, Page 2028; all in the records of Torrance County, New Mexico.

**NMSLO Non-Turbine Overleased Land:**

Township 8 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Lot 1, E2SE4

Township 9 North, Range 11 East, N.M.P.M., Torrance County, New Mexico  
Section 1: Portion of Lot 1, E2SE4  
Section 12: E2E2  
Section 13: E2E2  
Section 24: E2E2  
Section 25: E2E2  
Section 36: E2E2

Township 9 North, Range 12 East, N.M.P.M., Torrance County, New Mexico  
Section 6: Lots 4 and 5





*Agenda Item*  
*No. 12-B*



# TORRANCE COUNTY SUBDIVISION REGULATIONS

## NOTICE OF APPEAL

### INSTRUCTIONS

Print or type clearly. Use additional sheets if necessary. All required attachments shall be submitted with this form. Incomplete or inaccurate information may delay decision dates. This form may be used by any person who is adversely affected by a decision regarding the approval or disapproval of a subdivision within the jurisdiction of Torrance County, and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. This form must be accompanied by the required administrative fee.

### APPELLANT INFORMATION

1. Name, Address, and Phone Number Bart Tate  
7812 Executive DR. NE  
Albuquerque, NM 87109 505-980-4540  
Signature Bart A. Tate Date 10-12-2023
2. Agent (if any) Name, Address, and Phone Number Tim Oden  
PO Box 1970  
Monterey, NM 87045 505-832-1424  
Signature [Signature] Date 10/12/23

### NATURE OF APPEAL

3. Reason for Appeal (reference to specific decision being appealed)  
(See Attached) 1. Reasons for Appeal  
2. P&Z Agenda 10/4/23  
3. Meeting Notice 2/20/23
4. Ruling Authority for this appeal \_\_\_\_\_
5. Attach a copy of the County decision or order being appealed.

### PROCEDURAL INFORMATION (to be completed by County staff)

6. Date of action being appealed \_\_\_\_\_
7. Date Notice of Appeal received by County \_\_\_\_\_ Signed \_\_\_\_\_
8. Date of decision by Board of County Commissioners regarding appeal \_\_\_\_\_
9. If applicable, date of decision by District Court regarding appeal \_\_\_\_\_

APPLICATION FOR SUMMARY SUBDIVISION  
TYPE III SUBDIVISION OF LANDS OF BERT TATE

APPEAL OF LACK OF ACTION TAKEN AT  
PLANNING AND ZONING MEETING OF OCTOBER 4, 2023

The reason for the appeal of this item is that the Planning and Zoning Commission failed to approve or deny the application on October 4 by a vote of 2-2.

Subdivision Ordinance Article 6.1.5 and 6.1.7 requires the Commission to render a decision within 30 days of receipt of a completed application. A 2-2 vote leaves the applicant no choice but to file an appeal.

The reason for the 2-2 vote is because the Commission lacks a fifth member to break a tie in such cases. The two members voting in opposition of the motion to approve did so because an affected party (adjoining landowner) testified that he needed more time to determine how approval of this subdivision would affect him. One member specifically asked if the action could be deferred for 30 days to accommodate this request. These two commissioners erred in that the ordinance requires 14 day notice to affected parties. The ordinance does not allow any more than that, and the applicant cannot be asked to arbitrarily agree to allow more time.

Notice to the affected party was postmarked Sept. 20. According to his sworn testimony, he only opened his mailed notice on September 29. However, the affected party spoke to the applicant in a phone conversation two days before. In that 45 minute phone conversation, the applicant explained to the neighbor what exactly was going on and what his intentions were. However, at public hearing, the neighbor testified under oath that he had no idea what was going on.

This false testimony led the two members of the commission to become sympathetic to his request for more time, in direct violation of the requirements of the ordinance.

The commission chairman also failed to close the Public Hearing after all parties had testified. The chairman allowed continued testimony from the affected party even after there was a motion on the table, and ultimately voted against the motion to approve.

For these reasons, the applicant requests that the County Commission approve the Summary Review Subdivision for a Type III Subdivision of the Lands of Bert Tate.

**TORRANCE COUNTY PLANNING & ZONING BOARD**

**AGENDA**

Commission Chambers Administrative Offices 205 S 9<sup>th</sup> Street Estancia New Mexico 87016

**REGULAR MEETING**

**October 4, 2023**

**CALL TO ORDER:** 9:30 a.m.

**Pledge of Allegiance**

**Public Comment** Speakers limited to 2 minutes-time may not be donated to another

**Approval of Agenda** Approval of Agenda for, October 4, 2023 meeting

**Approval of Minutes** Approval of Minutes for September 6, 2023 meeting

**ACTION ITEMS**

**Regular Business**

**1. Claim of Exemption 13: 5 Year Claim of Exemption**

Applicant: Eileen Martinez

Agent: Lorenzo Dominguez, East Mountain Survey

Site: Being Tract B-R-2 of Lands of Martinez within Section 3, T.9N., R.7E., NMPM.

Zone: RR, Rural Residential, 2.5 Acre minimum

**Public Hearing**

**2. Summary Review: Create Type 3 Subdivision**

Applicant: Tate Family Trust

Agent: Tim Oden, Oden & Associates

Site: Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM.

Zone: RR, Rural Residential, 2.5 acre minimum

**DISCUSSION ITEMS: None**

*Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.*

**EXECUTIVE SESSION:**

*As per motion and roll call vote, pursuant to New Mexico state statute section 10-15-1, the following matters will be discussed in closed session*

**ADJOURN:**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meetings, please contact the Torrance County Manager's Office at 205 9<sup>th</sup> Street, Room 24, Estancia, NM 87016 (505) 544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided in various accessible formats. Please contact the Torrance County Clerk's Office at 205 9<sup>th</sup> Street, Room 1, Estancia, NM 87016 (505) 544-4350 if a summary or other type of accessible format is needed.*

### MEETING FORMAT

All those presenting before the Board must be sworn in.

1. Each item will be introduced either by Staff or by the Applicant.
2. The Applicant may then address the item.
3. The Chairman will then give those in favor of the item an opportunity to speak.
4. The Chairman will then give those in opposition to the item an opportunity to speak.
5. The Chairman may then allow limited questions and/or discussion from the floor.
6. The Applicant shall have the opportunity to rebut.
7. The item will be "brought to the table". All discussion and/or debate is terminated except for questions, comments, or discussion initiated by Board Members.
8. The Board will vote for or against the item and the findings will be announced.
9. Any other information needed on a given item can be obtained from the Planning & Zoning Office after the meeting has adjourned.



***Torrance County***  
***Planning & Zoning***

*P.O. Box 48 205 S 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4393 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)*

September 20, 2023

Tate Family Trust  
Bert Tate  
7812 Executive Dr NE  
Albuquerque, NM 87109-5115

Re: Summary Review, Create Type 3 Subdivision

This letter is to inform you that your application for Summary Review to create a Type 3 Subdivision on your parcel located at Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM. will come before the Planning & Zoning Board for approval on October 4, 2023. The meeting will begin at 9:30 a.m. and will be held at the Torrance County Administrative Offices, 205 S. 9<sup>th</sup> Street, Estancia, NM.

You and/or your agent must attend the meeting to present your proposal to the Board.

If you have any questions concerning the meeting format, please feel free to contact me at email [dgoen@tcnm.us](mailto:dgoen@tcnm.us) or (505) 544-4391.

Regards,

Don Goen  
Planning & Zoning Director

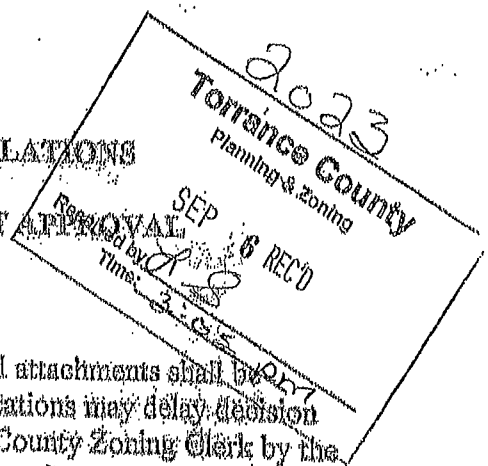
c/c Oden & Associates



### **PUBLIC NOTICE**

During the regular meeting on November 8, 2023 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing and render a decision upon the Appeal application presented by the Tate Family Trust. The applicant is aggrieved by the decision of the Planning & Zoning Board to deny his applications for Summary Review to subdivide parcels to create a Type 3 Subdivision. The subject property is described as Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM, within the Rural Residential (RR) Zone District.

TORRANCE COUNTY SUBDIVISION REGULATIONS  
APPLICATION FOR SUMMARY REVIEW PLAT APPROVAL



INSTRUCTIONS

Print or type clearly. Use additional sheets of necessary. All required attachments shall be submitted with this application form. Incomplete or inaccurate applications may delay decision dates. The completed application package must be submitted to the County Zoning Clerk by the subdivider or a designated agent and shall be in compliance with the requirements of the Torrance County Subdivision Regulations. Each application must be accompanied by the required administrative fee.

APPLICANT INFORMATION

1. Subdivider or Agent Name, Address, and Phone Number 525-832-1424  
Adams & Associates, Inc., Agent  
PO Box 19716, Merrietta, NM 87025  
Signature [Signature] Date 9/16/23
2. Engineer/Surveyor Name, Address, and Phone Number 525-832-1424  
Christopher Benson  
PO Box 19716, Merrietta, NM 87025  
Signature [Signature] Date Sept 6, 2023

SUBDIVISION INFORMATION

3. Location of Subdivision (attach map if necessary) 1 mile east of NM 41  
on Martinez Road, Section 24, T9N, R2E, N48W
4. This is a Type Three X Five \_\_\_\_\_ Subdivision (check one).
5. Number of lots: 5 Total acreage: 42 acres Size of smallest lot: 5 acres
6. Municipal planning and platting jurisdiction (if applicable): Merrietta
7. County Zoning Classification: RR - Rural Residential

SUPPLEMENTAL INFORMATION

8. If it is determined by the County to be necessary, attach an improvement agreement to ensure completion of required improvements.

SUMMARY REVIEW PLAT APPLICATION - PAGE TWO

9. All affidavits, certificates, permits, and statements required for summary review plats as defined by the Torrance County Subdivision Regulations shall be attached to this application.
10. The original drawing and required number of copies of the summary review plat map shall be attached to this application.
11. The final disclosure statement shall be attached to this application.

PROCEDURAL INFORMATION (to be completed by County staff)

12. Date of pre-application conference \_\_\_\_\_ Signed \_\_\_\_\_
13. Date application received by County \_\_\_\_\_ Signed \_\_\_\_\_
14. Date summary review plat deemed complete \_\_\_\_\_ Signed \_\_\_\_\_
15. Date summary review plat approved by County \_\_\_\_\_
16. Date summary review plat filed with County Clerk \_\_\_\_\_

## SPECIAL WARRANTY DEED

BERT A. TATE, Successor Trustee of the Tate Family Trust, including both Trust A and Trust B, dated June 22, 1998, for consideration paid, grants to Bert A. Tate, a married man as his sole and separate property, whose address is 7812 Executive Drive NE, Albuquerque, New Mexico 87109-5115, in and to the following-described real estate in Torrance County, New Mexico:

Parcel C consisting of approximately 40.19 acres and more particularly described as the NW 1/4 NE 1/4 of Section 24, T9N, R8E; and

Parcel D consisting of approximately 40.18 acres and more particularly described as the SE 1/4 NE 1/4 of Section 24, T9N, R8E;

As Parcel C and Parcel D are shown and designated on Page 1 of the plat titled "Boundary Survey Requested by Tate Family Trust, Bert A. Tate, Trustee" prepared by Edward M. Boak on December 10, 2004; filed for record on February 18, 2005 at 1:57 o'clock P.M., as document number 2050635 and filed in Cabinet 11, Slide 277, Plat Records Torrance County, New Mexico.

Subject to reservations, restrictions and easements of record.

With special warranty covenants.

WITNESS my hand and seal this 10<sup>th</sup> day of August, 2015.

Bert A. Tate  
BERT A. TATE, Successor Trustee



TORRANCE COUNTY, NEW MEXICO  
CLERK  
2015 AUG 10 10:00 AM  
BY [Signature]

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

} ss  
}

This instrument was acknowledged before me this 10<sup>th</sup> day of August, 2015, by BERT A. TATE, Successor Trustee of the Tate Family Trust dated June 22, 1998 including both Trust A and Trust B.

Michael A. Zylak  
NOTARY PUBLIC

My Commission expires:

1/12/17



STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
NOTARY PUBLIC  
MICHAEL A. ZYLAK  
08/10/2015 10:04:24 AM  
BY [Signature]





LANDS OF BERT TATE  
SUMMARY SUBDIVISION OF TRACT C

DISCLOSURE STATEMENT  
PLEASE READ THIS DISCLOSURE STATEMENT BEFORE  
YOU SIGN ANY DOCUMENT OR AGREE TO ANYTHING

This disclosure statement is intended to provide you with enough information to permit you to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners have examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

**If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition to personally inspect the property. After inspecting the parcel within the six (6) month period, you have three (3) days to rescind the transaction and receive all of your money back from the subdivider when merchantable title is re-vested in the subdivider. To rescind the transaction, you must give the subdivider notice of your intent to rescind within three (3) days of your inspection of the property.**

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the Torrance County Clerk.

Building permits, wastewater permits, or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are required for construction of additional improvements before you occupy the property.

1. NAME OF SUBDIVISION

LANDS OF BERT TATE  
TRACTS C-1, C-2, C-3, C-4, AND C-5.

2. NAME AND ADDRESS OF SUBDIVIDER

BERT TATE  
7812 EXECUTIVE DRIVE NE  
ALBUQUERQUE, NM 87109

3. CONDITION OF TITLE

Fee Simple

4. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD  
SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING  
ITS USE OR OCCUPANCY

There are no deed restrictions or reservations affecting the subdivided land.

There are Public Access and Utility Easements on the north and east sides of the property.

5. UTILITIES

**Telephone:** Century Link (505)883-0341 – Estimated cost to purchaser - \$18.65 connection fee plus \$30.00 account activation fee.

**Electricity:** Central New Mexico Electric Cooperative, Inc. (505)832-4483 – Estimated cost to purchaser - Refundable deposit based on credit.

**Natural Gas:** EMW Gas Association (505)384-2369 – Estimated cost to purchaser - \$450.00 connection fee per lot.

**Solid Waste Disposal:** Several local companies that provide solid waste removal services averaging \$45.00 to \$55.00. There is also the Moriarty Waste Transfer Station located approximately on NM 41 approximately 1 mile south of NM 333. Torrance County Solid Waste Association charges a quarterly tipping fee of \$37.50 to all County residents. Solid waste permits can be obtained from the Moriarty City Offices in Moriarty.

6. INSTALLATION OF UTILITIES

**Water:** Each Lot Purchaser will be responsible to locate, permit, and drill his own domestic well upon lot development.

**Telephone:** There are existing underground telephone lines in place along Martinez Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

**Electricity:** There are existing overhead electric lines in place along Martinez Road. Service connection to existing lines shall be the purchasers expense, upon lot development.

**Gas:** There are no existing gas lines in place along Martinez Road or Paseo Poinente. Line extension and connection to existing lines shall be the purchasers expense, upon lot development.

**Liquid Waste Disposal:** Each Lot Purchaser shall be responsible to locate, permit, and install his own individual septic tank and leachfield, upon lot development.

**Solid Waste Disposal:** Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Moriarty Solid Waste Transfer Station at purchasers expense, upon lot development.

## **7. UTILITY LOCATION**

**Water:** Domestic wells to each tract shall be the responsibility of the Lot Purchaser, upon lot development.

**Telephone:** There are existing underground telephone lines in place along Martinez Road. All proposed utilities and service connections shall be underground.

**Electricity:** There are existing overhead electric lines in place along Martinez Road. Extension of electric lines onto each lot will be the responsibility of each individual lot purchaser, upon lot development.

**Gas:** There are currently no existing gas lines in place along Martinez Road. Line extension of gas lines and service to each lot will be the responsibility of each individual lot purchaser, upon lot development. All proposed utilities and service connections shall be underground.

**Liquid Waste Disposal:** There are no community liquid waste disposal systems in the vicinity of the subdivision. A standard septic tank and leach field absorption system is proposed for each individual lot. Installation of each system shall be the responsibility of each individual lot purchaser upon lot development.

**Solid Waste Disposal:** Solid waste disposal may be contracted through an approved solid waste collection company or utilize the Moriarty Transfer Station at purchasers expense, upon lot development.

## **8. WATER AVAILABILITY**

The maximum annual water requirements of the subdivision will be 1 acre feet/annum per lot for a total of 5.00 acre feet/annum.

Domestic Wells are available to the subdivision with permits issued through the Office of the State Engineer. Domestic well permits are limited to 1 acre foot per annum (325851 gallons per year). Monthly meter readings are required to be reported to the OSE..

## **9. FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS**

(RESERVED)

## **10. FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS**

The lot purchasers of Tracts C-1, C-2, C-3, C-4, and C-5 shall locate, permit and install individual domestic water well, at their own expense, upon lot development.

The estimated cost of drilling an individual domestic 4" water well to recommended depth, pump, pressure tank, controls, and treatment facilities is currently \$35,000.00

Each individual domestic well is limited to 1.0 acre feet per annum (325,851 gallons) by the Office of the State Engineer.

According to well records posted on the Office of the State Engineer's website, there are 11 well records in the NE ¼ of Section 24, having a minimum depth to water of 26 feet and a maximum depth to water of 81 feet, for an average depth of 59 feet. Recommended total depth of wells drilled in the subdivision is 100 feet beyond static water level. Most of the wells drilled in the NE ¼ of Section 24 were drilled 40 plus years ago. The current depth to water may be significantly lower, as wells in the area have generally declined.

Wells in the area yield from 5 to 15 gpm, according to well log information on the website.

#### **11. LIQUID WASTE DISPOSAL**

Individual standard septic tank and leach field absorption systems are proposed for each lot. The New Mexico Uniform Plumbing Code shall be strictly adhered to in all construction thereof, and permits from the New Mexico Environmental Department and the Mechanical Bureau of the Construction Industries Division are required prior to construction of any septic system.

In accordance with the requirements of the Environmental Improvement Board's Liquid Waste Disposal Regulations (20.7.3.301.C NMAC), the design flow for a conventional treatment system shall not exceed 500 gallons/acre/day.

#### **12. SOLID WASTE DISPOSAL**

Solid waste and household garbage shall be collected by an approved solid waste collection company. It shall be the responsibility of the purchaser to contract with an approved solid waste collection service upon lot development.

#### **13. TERRAIN MANAGEMENT**

According to the U.S. Department of Agriculture and National Resources Conservation Service Web Soil Survey, There are four types of soils found on the property:

Witt Loam (Wn):

Located on the north side of the drainage along Martinez Road, and on the south half of the property, Witt Loam comprises 65% of the property. Witt Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Witt Loam series are somewhat limited for dwellings with basements.

Harvey Loam (Hf)

Located along the flanks of the drainage area, Harvey Loam comprises 20% of the property. Harvey Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential. Due to the moderate shrink/swell potential for this types of soil series, the Harvey Loam series are somewhat limited for dwellings with basements.

**Manzano Loam (Ma)**

Located along the flowlines of the drainage area, Manzano Loam comprises 11% of the property area. Manzano Loam soils are well drained, and have low (fine sandy loams) to moderate (loam complex) shrink/swell potential.

**Willard Loam, Strongly Saline (Wm)**

Located along the eastern portion of the flanks of the drainage area, the Willard Loam, Strongly Saline series comprises 4% of the property that abuts Paseo Poniente. This soil type varies from slightly saline to strongly saline and has little potential for growing crops. It contains low (fine sandy loams) to moderate (loam complex) shrink/swell potential.

There are no proposed measures for overcoming the minor soil and topographic limitations within the subdivision.

According to the Flood Insurance Rate Map (FIRM) Community Panel No. 350083 0005 B, the drainage area portion of the property lies within a 100 year floodplain in Zone "A".

There are no tracts within the subdivision that have slopes greater than 8%.

Subsurface drainage is generally southeastward. Surface drainage is generally southeastward. The property generally slopes in a southeastward direction at approximately 2%.

No storm drainage systems are proposed within the subdivision.

No detention ponds are proposed on any lot within the subdivision.

**14. SUBDIVISION ACCESS**

The subdivision is situated approximately 1 miles east of Moriarty, N.M. To reach the subdivision from NM 41 in Moriarty, travel east on Martinez Road for 1 mile to the property on the right.

Martinez is a public, paved, 28 feet wide roadway maintained by the NMDOT.

No interior roads are proposed within the subdivision.

The subdivision is accessible by conventional vehicles at all times of the year and under all weather conditions.

**15. MAINTENANCE**

Martinez Road is maintained by the NMDOT.

**16. CONSTRUCTION GUARANTEES**

There are no proposed construction guarantees.

There are no proposed roads, drainage facilities, or other improvements proposed within the subdivision.

There are no proposed performance bonds, letters of credit, or other collateral for construction guarantees.

**17. ADVERSE OR UNUSUAL CONDITIONS**

There are no activities or conditions adjacent to or nearby the subdivision that would subject the subdivided land to any unusual conditions affecting its use or occupancy.

**18. FIRE PROTECTION**

Access to the subdivision from the Torrance County Fire & Rescue Volunteer Fire Department, is east along NM 333 for 3 miles from the Station near the corner of NM 333 and on LEXCO Road.

Fire protection is provided by Torrance County Fire & Rescue Fire Department, which is staffed by volunteers.

**19. POLICE PROTECTION**

The Torrance County Sheriff's Office and the State Police of New Mexico regularly patrol the area.

**20. PUBLIC SCHOOLS**

The nearest Elementary, Middle School, and High School are all in Moriarty, located 2 miles southwest of the subdivision.

**IN WITNESS WHEREOF**, the Owners have caused this Declaration to be signed as of the date first above written.

\_\_\_\_\_  
Bert Tate

STATE OF                                 )  
  )SS.  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged before me by Bert Tate.

\_\_\_\_\_  
Notary Public



## WATER AVAILABILITY REPORT

This report is prepared to comply with Section 6 of the Supplemental Guidelines for the Torrance County Subdivision Regulations. The proposed subdivision is a Type III Summary Subdivision of 40.07 acres located in the NE  $\frac{1}{4}$  of Section 24, T9N, R8E, N.M.P.M., Torrance County, New Mexico. The plat proposes to divide the 40.07 acres into four tracts containing 5 acres each, and one tract containing 20.07 acres.

Each Tract will drill its own domestic well. The wells will take water from the Estancia Basin. According to the Office of the State Engineer (OSE) records for Water Column/Depth to Water reports, there are 11 records of wells drilled within the NE  $\frac{1}{4}$  of Section 24. The average depth to water is 59 feet. The minimum depth to water is reported as 26 feet. Since these well logs are over 40 years old, the depths to water may have declined as much as 80 feet.

Water producing wells in Section 24 are generally completed in sandstone and gravels in the upper depths and fractured limestone at lower depths, according to well logs on file with the OSE.

According to the well log for well E-3686, that well produced an estimated total yield of 12.5 GPM from the water bearing formations noted when drilled in 1983.

Copies of the Well Log and Water Column Report are attached top this report.

STATE ENGINEER OFFICE  
WELL RECORD

Revised June 1972

399160

Section 1. GENERAL INFORMATION

(A) Owner of well LOUIS T. GUENTHER JR Owner's Well No. E 3686  
Street or Post Office Address BOX 103  
City and State MORIARTY, N MEX 87035

Well was drilled under Permit No. E 3686 and is located in the:

a. NW 1/4 NW 1/4 NE 1/4 NE 1/4 of Section 24 Township 9N Range 8E N.M.P.M.  
b. Tract No. \_\_\_\_\_ of Map No. \_\_\_\_\_ of the \_\_\_\_\_  
c. Lot No. \_\_\_\_\_ of Block No. \_\_\_\_\_ of the \_\_\_\_\_  
Subdivision, recorded in TARRANT County.  
d. X= \_\_\_\_\_ feet, Y= \_\_\_\_\_ feet, N.M. Coordinate System \_\_\_\_\_ Zone in  
the \_\_\_\_\_ Grant,

(B) Drilling Contractor ALPINE DRILLING License No. \_\_\_\_\_  
Address MORIARTY NM BOX 516 87035  
Drilling Began JULY 82 Completed AUG 83 Type tools ROCK & WINDY TIP ROTARY Size of hole \_\_\_\_\_ in.  
Elevation of land surface or \_\_\_\_\_ at well is \_\_\_\_\_ ft. Total depth of well \_\_\_\_\_ ft.  
Completed well is ☐ shallow ☐ artesian. Depth to water upon completion of well \_\_\_\_\_ ft.

Section 2. PRINCIPAL WATER-BEARING STRATA

Depth in Feet		Thickness in Feet	Description of Water-Bearing Formation	Estimated Yield (gallons per minute)
From	To			
80	81	1	YELLOW CLAY + SAND WATER	12.5 GPM
90	110	20	YELLOW SAND + WATER	8 GPM

Section 3. RECORD OF CASING

Diameter (inches)	Pounds per foot	Threads per in.	Depth in Feet		Length (feet)	Type of Shoe	Perforations	
			Top	Bottom			From	To
5"	264 LB	PVC	0	110 FT	20 FT		90 FT	110 FT

Section 4. RECORD OF MUDDING AND CEMENTING

Depth in Feet		Casing Diameter	Sacks of Mud	Cubic Feet of Cement	Method of Placement
From	To				
		4 1/2"			DOWN THE HOLE
		4 1/2"			DOWN THE HOLE
		4 1/2"			DOWN THE HOLE

Section 5. PLUGGING RECORD

Plugging Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
Plugging Method \_\_\_\_\_  
Date Well Plugged \_\_\_\_\_  
Plugging approved by: \_\_\_\_\_

State Engineer Representative

No.	Depth in Feet		Cubic Feet of Cement
	Top	Bottom	
1			
2			
3			
4			

FOR USE OF STATE ENGINEER ONLY

Date Received 8-29-83

Quad \_\_\_\_\_ FWL \_\_\_\_\_ FSL \_\_\_\_\_

File No. E-3686 Use DOM Location No. 9N.8E.24 211 (Torr)

2500

[illegible]

ROSEMARY  
JULY 25 1967

Driller

INSTRUCTIONS: This form should be completed in triplicate, preferably typewritten, and submitted to the appropriate district office of the State Engineer. All sections, except Section 5, shall be answered as completely and accurately as possible when any well is drilled, repaired or deepened. When this form is used as a plugging record, only Section 1(a) and Section 5 need be completed.



## New Mexico Office of the State Engineer

### Water Column/Average Depth to Water

(A CLW##### in the  
POD suffix indicates the  
POD has been replaced  
& no longer serves a  
water right file.)

(R=POD has been  
replaced,  
O=orphaned,  
C=the file is  
closed)

(quarters are 1=NW 2=NE 3=SW 4=SE)

(quarters are smallest to largest)

(NAD83 UTM in meters)

(In feet)

POD Number	Code	Sub- basin	County	Q 6 4	Q 1 6	Q 4 4	Sec	Tws	Rng	X	Y	DepthWell	DepthWater	Water Column
<u>E 00288</u>		E	TO	1	E	2	24	09N	08E			102		
<u>E 00288 -S</u>		E	TO	3	1	2	24	09N	08E	405078	3872907*	150	45	105
<u>E 00288 -S-3</u>		E	TO		1	2	24	09N	08E	405179	3873008*	180	40	140
<u>E 00814 POD1</u>		E	TO	3	1	2	24	09N	08E	405078	3872907*	150		
<u>E 01886 POD1</u>		E	TO	1	3	2	24	09N	08E	405073	3872703*	135	65	70
<u>E 01926 POD1</u>		E	TO		1	2	24	09N	08E	405179	3873008*	126	26	100
<u>E 02312 POD1</u>		E	TO	2	1	2	24	09N	08E	405278	3873107*	127	57	70
<u>E 03686 POD1</u>		E	TO	1	1	2	24	09N	08E	405078	3873107*	110	81	29
<u>E 03900 POD1</u>		E	TO	2	1	2	24	09N	08E	405278	3873107*	130	68	62
<u>E 04857 S</u>		E	TO	3	3	2	24	09N	08E	405073	3872503*	138	75	63
<u>E 04857 S-2</u>		E	TO	3	3	2	24	09N	08E	405073	3872503*	138	75	63

Average Depth to Water: 59 feet

Minimum Depth: 26 feet

Maximum Depth: 81 feet

Record Count: 11

Basin/County Search:

Basin: Estancia

County: Torrance

PLSS Search:

Q4: NE

Section(s): 24

Township: 09N

Range: 08E

\*UTM location was derived from PLSS - see Help

The data is furnished by the NMOSB/ISC and is accepted by the recipient with the expressed understanding that the OSB/ISC make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, usability, or suitability for any particular purpose of the data.

9/6/23 11:01 AM

WATER COLUMN/ AVERAGE DEPTH  
TO WATER

[illegible]

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 02-24

UNCLASSIFIED BY: 60322  
10-00000

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 02-24

R 48

BEING ALL THAT CERTAIN TRACT IS THIRTY EIGHT (38) CUBIC YARDS OF  
BOTT DIRT, BEING THE NORTHWEST ONE-QUARTER OF THE NORTHWEST  
ONE-QUARTER OF THE SEAME-WAY OF SECTION 14, T14N, R4E, N1/2PM, TARRANT  
COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESCRIBED ON THE  
PLAN THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK ON FEBRUARY  
15, 1966, IN PLAT NUMBER 15, PAGE 377.

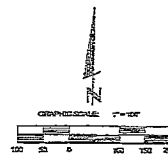
THE UNDERSIGNED OWNERS AND PROPRIETORS OF THE LANDS  
SHOWN HEREON DO HEREBY ATTEST THAT THIS PLAT WAS PREPARED  
WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR WISDOM  
AND DESIRES, AND DO FURTHER GRANT ANY EASEMENTS AS SHOWN.

#### ACKNOWLEDGMENT FOR INDIVIDUALS

State of \_\_\_\_\_  
County of \_\_\_\_\_  
The instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

[illegible]

I, CHRISTOPHER L. GIBSON, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 1062, DO HEREBY CERTIFY THAT THE SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY AN ORIGINALLY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DURHAM HERALD-SUN  
P.S. NO. 1451

1 FOUND REBAR AND CAP STAMPED "1000PSS" AS  
 2 WITNESS CORNER INDICATED  
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 4 FOUND REBAR AND CAP STAMPED "1000PSS"  
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1. THE LARGEST SHOWN HEREON LIE WITHIN THE PROPERTY AND PLACING JURISDICTION OF TORRANCE COUNTY, WE NEED, AND
2. MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LANDOWNER OR USER UNDER CURRENTLY MAINTAINED BY THE TORRANCE COUNTY ROAD DEPARTMENT, OR THE U.S. STATE HIGHWAY DEPARTMENT, COUNTY ROAD ACCESS LINES WHICH REQUIRE ACCESS FROM A COUNTY ROAD ARE REQUIRED TO INSTALL A MINIMUM OF 12 INCH CURB AT THE TIME OF DEVELOPMENT.

THE REVIEWING OFFICER HAS DETERMINED THAT THE  
 PLATE IS IN COMPLIANCE WITH COUNTY REGULATIONS.  
 REMARKS:

REVENUE OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

TOWNSHIP COUNTY RURAL ADDRESSING \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY THAT ACCOUNT NO. \_\_\_\_\_

IS CURRENTLY OPEN AND MAINTAINED BY THE ABOVE NAMED \_\_\_\_\_

TORRANCE COUNTY ASSESSOR

THIS IS TO CERTIFY THAT TAXES FOR THE CURRENT  
YEAR OF \_\_\_\_\_ ARE PAID.  
NO TAXES ARE DUE UNTIL \_\_\_\_\_

YORBA LINDA COUNTY TREASURER DATE:

OWNER: BERT DATE  
SECTION 24, TOWNSHIP 106N, RANGE 104E, NADP  
TERRA-NOVA COUNTY, NEW YORK

**Oden & Associates**  
SPECIALTY CONTRACTORS

2101 10TH ST. N.E.  
SUITE 200  
ALBUQUERQUE, NM 87106  
505-261-1021  
432-4893 (FAX)

MANAGER	OWNER	ARCHITECT	ENGINEER	CONTRACTOR	INSURANCE
JOHN R.	STANLEY	JOHN	DAVID	SCOTT, FIRM	WELLS





**TORRANCE COUNTY PLANNING & ZONING BOARD**  
**MINUTES**

Commission Chambers Administrative Offices 205 S 9<sup>th</sup> Street Estancia New Mexico 87016  
**REGULAR MEETING**  
**October 4, 2023**

**ATTENDANCE:**

In attendance: Chairman Jim Frost, Vice Chairman Art DuCharme, Board members Christina Estrada, Danielle Johnston, Attorney Michael Garcia, Planning & Zoning Director Don Goen and Planning & Zoning Administrative Assistant Lynnette Scroggie. One Board member vacancy.

**CALL TO ORDER:** 9:39 Chairman Jim Frost called the meeting to order.

**Pledge of Allegiance** Mrs. Estrada lead the pledge

**Roll Call:** Mrs. Johnston: here, Mrs. Estrada: here, Vice Chairman  
DuCharme: here, Chairman Frost: here

**Public Comment:** Speakers limited to 2 minutes-time may not be donated to another.

**Approval of Agenda:** Approval of Agenda for September 6<sup>th</sup>, 2023, meeting. Vice Chairman  
DuCharme motioned to approve; Mrs. Estrada seconded the  
motion.

**Discussion:** None

**Roll Call:** Mrs. Estrada: Aye, Mrs. Johnston: Aye, Vice Chairman  
DuCharme: Aye. Chairman Frost: Aye, Motion carried.

**Approval of Minutes:** Approval of Minutes for September 6th, 2023, meeting.  
Mrs. Estrada motioned to approve. Mrs. Johnston. seconded

**Discussion:** Mrs. Johnston expressed her gratitude at the care taken to complete the  
minutes.

**Roll Call:** Vice Chairman DuCharme: Aye: Mrs. Johnston: Aye, Mrs. Estrada: Aye,  
Chairman Frost: Aye. Motion carried.

## Regular Business

### Action Item 1

#### **1. Claim of Exemption 13: 5 Year Claim of Exemption**

Applicant: Eileen Martinez  
Agent: Lorenzo Dominguez, East Mountain Survey  
Site: Being Tract B-R-2 of Lands of Martinez within Section 3, T.9N., R.7E., NMPM.  
Zone: RR, Rural Residential, 2.5 Acre

**Director Goen** gave a brief introduction of Action Item one. The application was in order, the plat was in order, this was a claim of exemption number 13. The Applicant was **Eileen Martinez**. **Lorenzo Dominguez** was here to represent Ms. Martinez. **Mr. Dominguez** was sworn in and introduced himself as the representative for Mrs. Martinez. They were before the Board to request a land division. Approximately 25 acres and 2 ½ acres. He explained the location. This was served by public water and there was electricity on the property. The Lot was shaped a bit oddly to accommodate an existing leach-field.. This was in a Rural Residential zone with a 2 ½ acre minimum. **Chairman Frost** asked for public comment. There was none. **Director Goen** stated again that the application was in order, and he had no other comment.

**Mrs. Johnston** motioned to approve. **Mrs. Estrada** seconded.

**Discussion:** **Vice Chairman DuCharme** asked what the purpose of this exemption was. It was checked for sale, lease or conveyance of a parcel. **Mr. Dominguez** responded that the exact future use of this land was uncertain at this time. **Vice Chairman DuCharme** then asked **Director Goen** what a 13.5 exemption period was. **Director Goen** explained the 5 years on this stipulates they must retain ownership of one of the parcels for five years before any further division can take place. **Mrs. Johnston** asked for further explanation on the shape of the parcel that was to accommodate the leach field. **Mr. Dominguez** replied that this leach field was in the far north corner extending like a panhandle. They did not want this encroaching on the other parcel. **Director Goen** added it was state statute and must be contained within the 2 ½ acres. **Vice Chairman DuCharme** inquired about an easement on the larger piece. **Mr. Dominguez** replied there was an easement created by a previous survey.

**Roll Call:** **Mrs. Johnston: Aye Mrs. Estrada: Aye, Vice Chairman DuCharme: Aye, Chairman Frost: Aye. Motion carried.**

**Motion to enter public hearing:** **Mrs. Estrada** motioned; **Vice Chairman DuCharme** seconded.

**Discussion:** None

**Roll Call:** **Vice Chairman DuCharme: Aye, Mrs. Estrada: Aye, Mrs. Johnston: Aye, Chairman Frost: Aye. Motion carried.**

Action Item 2

2. Summary Review: Create Type 3 Subdivision

Applicant: Tate Family Trust  
Agent: Tim Oden, Oden & Associates  
Site: Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM.  
Zone: RR, Rural Residential, 2.5 acre minimum

**Tim Oden** of Oden and Associates was sworn in. **Director Goen** introduced action Item # 2 as a Summary Review; Mr. Tim Oden was representing the Tate Family Trust. The application was in order, the action was in compliance with sub-division regulations. **Director Goen** explained this area was Rural Residential which was a 2.5 acre minimum and all four proposed lots are at least double that, they were 5.01, well above district standard. **Tim Oden** introduced himself from Oden and Associates and representing Burt Tate. He explained this was an application for a summary sub-division, that was a type 3 sub-division. This property was located just outside the city limits of Moriarty on the south side of Martinez Road at Paseo Poniente. This was 40 acres that was created by Mr. Tate numerous years ago. The purpose of this plat was to divide the north half of the 40 acres into four, five-acre tracts that front on Martinez Road and the 20 acres behind that front on Paseo Poniente. The packet should include a copy of the previous plat, a copy of the deed, a copy of the water availability report, a well log from a near-by well. There was a disclosure statement as this was within a flood plain but there was adequate room for a home site, well and septic tank outside the flood plain. It was currently zoned Rural Residential. **Chairman Frost** asked if there was anybody who would like to speak in favor or against this proposal. **Louis Gunther** was sworn in. **Mr. Gunther** owned a 60-acre parcel between Moriarty and the property being discussed. He also had an irrigation well next to this property. He was under the impression this was an 80-acre parcel. He was curious what the long-term plan was and how this affected them. **Mr. Oden** clarified there were two forty-acre pieces on the west side of the road. Burt owns 80-acres, so it was two tracts. They were split and recorded as such in 2005. Burt has two 40-acre tracts on the westside of Paseo Pointe and his brother Jim has two 40-acre tracts on the eastside. When they split up all the estates everybody received a different piece from a survey in 2005. Currently there was no plan beyond what you had in front of you. Mr. Tate could change his mind. There was not a lot of infrastructure over there. There was power, gas and telephone. Water was an issue. There was a city water line into Paseo Poniente but this property was not within the city municipality so they would not be aloud to hook into the city water. They would have to annex this. **Director Goen** explained that as far as the impact on Mr. Gunther's well, as Mr. Oden had stated, there was no imminent plans for this property. One of the constraints the OSE was under, if somebody applied for a domestic well, and this was what they would apply for. Statute states that a permit shall be issued. The OSE doesn't have any choice on that. They do have a level of control and will issue domestic well permits but limiting the acre feet available. In the past they were issuing 3-acre feet, often we see them currently giving 1 acre foot and, in most cases, they were giving a ½ acre foot. In comparison to your agricultural well the use would be minimal. Director Goen reiterated that a good part of this south section was in a flood zone and it could be developed but there would be several challenges they would have to overcome being within that flood zone. He was not saying this could not be done but if there were other options people would generally take them. In reference to Mr. Gunther's concern on parcels being land locked Director Goen did stated it was against the law to land lock property in New Mexico. If, in the future, there was further division of this land there would have to be a survey with easements provided to access those lots. But this was hypothetical and the facts before us today were requesting that these four, five acre lots be divided under a summary review. **Mr. Gunther** was satisfied with the information provided and Director Goen invited him to contact Planning & Zoning if he had further questions. **Mr. Gunther** inquired how long this was up for discussion.

**Director Goen** responded that was up to the Board and then there was a two-week appeal period, after that the plats could be signed. Until that plat was actually recorded it did not become a legal document. The land division didn't take effect until these steps were completed.

**Vice Chairman DuCharme** motioned to approve. **Chairman Frost** seconded

**Discussion:** **Vice Chairman DuCharme** asked **Director Goen** about the flood plain noting a low probability and a 100 year flood plain and if a levy was a way to mitigate the possibility of flood. **Director Goen** responded that what was denoted here was the 100-year flood plain. That didn't mean that there was a flood every 100 years. It meant there was a 1 percent chance every year. In regard to a levy, that kind of mitigation would be addressed on a case-by-case basis. Depending where you were at you could bring in fill and build on that. You may put in scour walls. That was what the folks north of Moriarty along I -40 had to do to satisfy FEMA. They brought in pack and put in a diversion wall. Depending on the sight would determine what action they would need to take, and cost would most likely be considered. If you find something historically where somebody had put in a levy and they were pre-dated to when these maps came out. They were trying to protect their interest, required to or not. This did not mean they will be relieved of the requirement of flood insurance. They may get a reduced rate on their flood insurance if they file a letter of map amendment or a letter of map revision. That process would be addressed through FEMA. **Vice Chairman DuCharme** asked if this property was to be sold and developed would the new owners be informed of the flood zone. He had bought several properties and had never seen the flood plain detail described on the plat. **Mr. Oden** replied if someone was going to place or build a house on one of these lots Torrance County Planning and Zoning would require certain information. Mr. Goen as the Flood Plain Administrator of Torrance County would research and ensure development met Ordinance. Currently there was no Base flood elevation. Mr. Oden referred to the map provided in this Item depicting the terrain. They could tell you this may flood. But for lack of engineering, they could not tell you how deep that water might be. Referring to the map provided there was adequate room to develop outside the flood zone. **Vice Chairman DuCharme** inquired to Mr. Gunther about the depth of his well. **Mr. Gunther** explained his well was 380 feet. Mr. Gunther brought up the fact that water levels were dropping in the basin. He mentioned a neighboring farm. He was in belief it was reducing acreage to be farmed due to water concerns. **Vice Chairman DuCharme** asked Mr. Gunther how deep the neighbor's wells were. **Vice Chairman DuCharme** shared he was experiencing water shortages on his own parcels. There was further discussion on the concerns of the water basin in Torrance County. **Director Goen** included that obviously the basin was a natural feature and as such varied in depth. The Basin extended into neighboring counties and was very viable in many areas. Depending on location more and more people were running into water shortages but this was a location consideration also. So, understand just because development happens here does not mean every well in the neighborhood would go dry. Every well has an impact because we all know, but some areas were very viable. **Mrs. Estrada** expressed her concern with development in such conditions. **Mrs. Johnston** inquired if they should consider deferring this for 30 days since Mr. Gunther knew nothing about this. **Director Goen** asked Mr. Gunther to return to the podium. He directed the question to Mr. Gunther as Mrs. Johnston was asking for a deferral on his behalf. **Mr. Gunther** responded that if they thought fit to do that he would appreciate it. He was not trying to oppose anything; He would just like to have a better understanding of how this would impact him. **Mr. Oden** asked Chairman Frost for a decision. The appeal period was set to two weeks. If Mr. Gunther had a grievance with this decision, he would have two weeks to follow up with that. **Chairman Frost** inquired of Director Goen that if this process was completed as requested, and in the future somebody would like to divide the parcel further, would they have to go through this same process. **Director Goen** responded, yes that would be a separate action. No two actions are exactly alike due to various factors. **Chairman Frost** asked how many homes would be on this. **Director Goen** responded, "1 residential dwelling per parcel". There was discussion on proper procedure for deferring an item once a motion was made.

**Roll Call:** Vice Chairman DuCharme: Aye, Mrs. Johnston: No, Mrs. Estrada: Aye,  
Chairman Frost: No . No action

Vice Chairman DuCharme motioned to move back into the regular meeting. Mrs. Johnston seconded

**Discussion:** None

**Roll Call:** Vice Chairman DuCharme: Aye, Mrs. Johnston: Aye, Mrs. Estrada: Aye,  
Chairman Frost: Aye, Motion carried

Public Hearing ended 9:55am  
Regular Business in session

**DISCUSSION ITEMS:** Mrs. Estrada had been approached with the question of RV's, referring to several RV's at the marijuana farm south of Estancia. **Director Goen** responded; this was something that was currently being addressed via Code Enforcement. There was State Statute that applied, Ordinance that applied and a legal process that was currently taking place. **Mrs. Estrada** also added that in the future the Board should inquire about employee housing as it has been an issue with these farms. **Mrs. Johnston** asked due to commercial zoning is it okay to bring in RV's. **Director Goen** reiterated that this is not allowed, and Code Enforcement has taken proper actions. It was a process and just as a solid waste violation, we must give them time to come into compliance.

*Pursuant to New Mexico State Statute Section 10-15-1 through 10-15-4 (NMSA 1978), these issues can be addressed in general. No decision can be rendered at this meeting.*

#### **EXECUTIVE SESSION:**

*As per motion and roll call vote, pursuant to New Mexico state statute section 10-15-1, the following matters will be discussed in closed session.*

#### **ADJOURN**

Being all business had been addressed **Chairman Frost** adjourned the meeting.  
**Meeting adjourned** at 10:35

#### **APPROVED**

Passed, approved, and adopted this 1st day of November, 2023

---

Jim Frost, Chairman of the Board

---

Don Goen, Planning & Zoning Director



# *Torrance County*

*Planning & Zoning*

*PO Box 48*

*205 S. 9<sup>th</sup> Street*

*Estancia, NM 87016*

*(505) 544-4393 Main Line (505) 384-5294 Fax*

*[www.torrancecountynm.org](http://www.torrancecountynm.org)*

## **TORRANCE COUNTY PLANNING AND ZONING BOARD NOTICE OF DECISION**

**SUBJECT:** Summary Review: Create Type 3 Subdivision

**APPLICANT:** Tate Family Trust

**LEGAL DESCRIPTION:** Parcel C, Located within the NE4, Section 24, T.9N., R.8E., NMPM.

**ZONE:** RR, Rural Residential, 2.5 acre minimum

**ACTION:** Summary Review: Type 3 Subdivision

**SUMMARY REVIEW: Type 3 subdivision  
APPROVED: 4-0.**

### **Findings and Conditions**

#### **FINDINGS:**


1. Applicant Tate Family Trust
2. Staff explained the application to create a Type 3 Subdivision located at Parcel C, located within the NE4, Section 24, T.9N., R.8E., NMPM. Four each, five-acre parcels would be created.
3. Tim Oden, President Oden & Associates, acting as agent, explained the documents submitted.
4. Application has met the requirements of Subdivision Regulations Article 6.
5. Application has met the requirements of Torrance County Ordinance Section 11.D.1.
6. In a vote of four in favor, Summary Review approved.

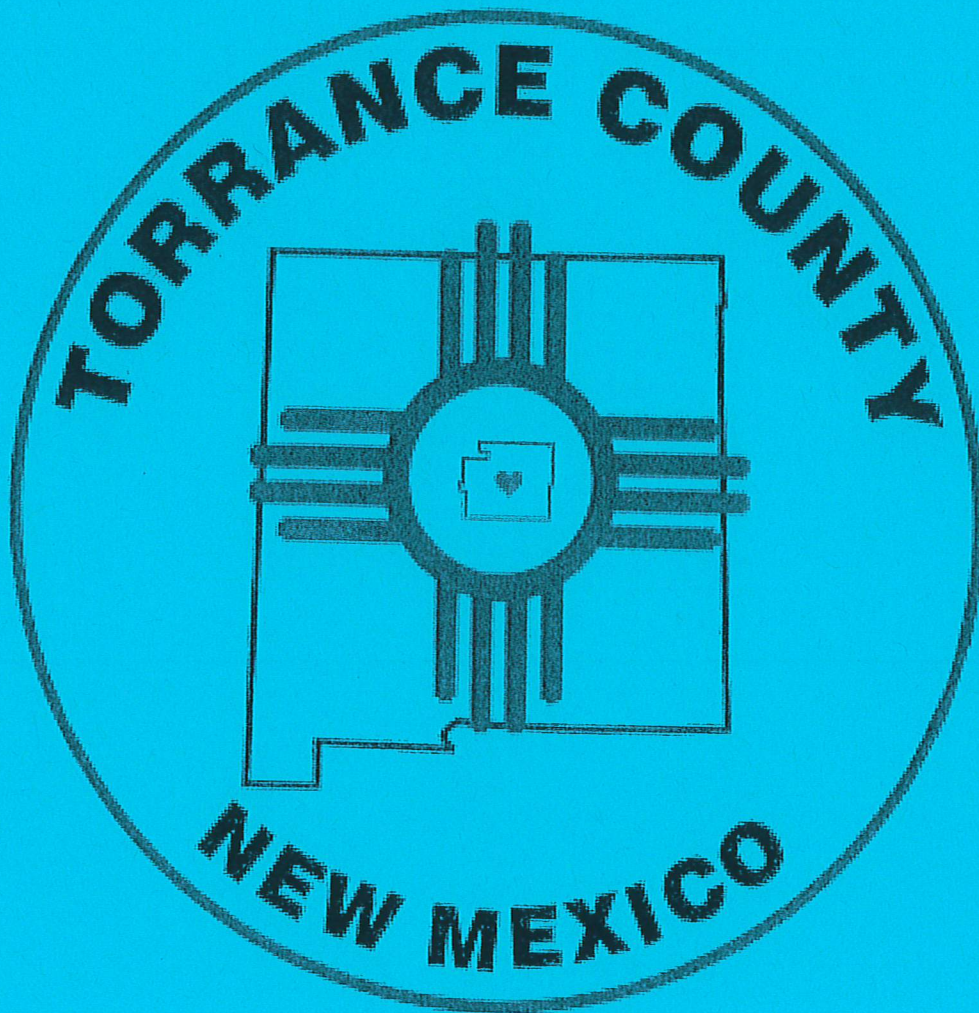


CONDITIONS of APPROVAL:  
None

Approved this 4th day of October, 2023

  
\_\_\_\_\_  
Jim Frost, Chairman of The Board

  
\_\_\_\_\_  
Don Goen, Planning & Zoning Director



*Agenda Item*  
*No. 12-C*



## Fair Assistant Duties

Stacy trained and assisted during the week of fair,

- Preparing weight sheets for each species
- Taking weights of each species
- Preparing weight lists to give to superintendents to break classes
- Preparing and editing schedules for each species for the show
- Preparing declarations sheets after each show
- Preparing award bins prior to each show
- Working the sale,
  - Prepare sale sheets for each animal during the sale
  - Preparing add on sheets to be announced during the sale
  - Entering sale and add on data into the computer
  - Entering processing data into the computer

All of these things cannot be done by one person, there are too many things going on at once and for the fair and sale to run smoothly it takes a team and Stacy was an integral part of this team.

- After the sale
  - compiled amounts to be invoiced and reconciled totals to county's received reports
  - created invoice summary report for county
  - sorted add on donations by exhibitor
  - calculated pay out amounts for each exhibitor and provided county with reconciliation
  - created summary sheets and letter for each exhibitor that included all add on donations and buyer information for exhibitors to write thank you notes

**Torrance County Fair Board**

**Special Meeting**

**08/07/23**

**Present:** Marcie Wallin, Kyria Encinias, Patrick Riley, Albert Chavez  
Johnny Perea

---

**Call to Order**

The meeting was called to order by Marcie Wallin

**Roll Call**

members present are listed above

**Approval of minutes from previous meeting**

JP- motion to wait to vote on previous meeting minutes until next regular fair board meeting

2<sup>nd</sup> -AC

**Approval of Agenda**

AC-move to approve agenda

2<sup>nd</sup> by JP

**Paid help administrative assistant**

Discussion about need for assistant to help administrative assistant with fair matters-MW reports that she spoke with Martha who feels that she could use some help during fair and short time following with bookkeeping matters-Harral's have helped in the past are knowledgeable about the matter

PR-would time be able to be donated?

MW-the workload is a lot and justifies being paid

JP-agrees there would be pay discussed rate of \$750

PR-mentioned that this is higher pay rate than the amount for than Martha received monthly

AC-move to pays Jill/Stacy Harral \$750.00 for a 20 day work period

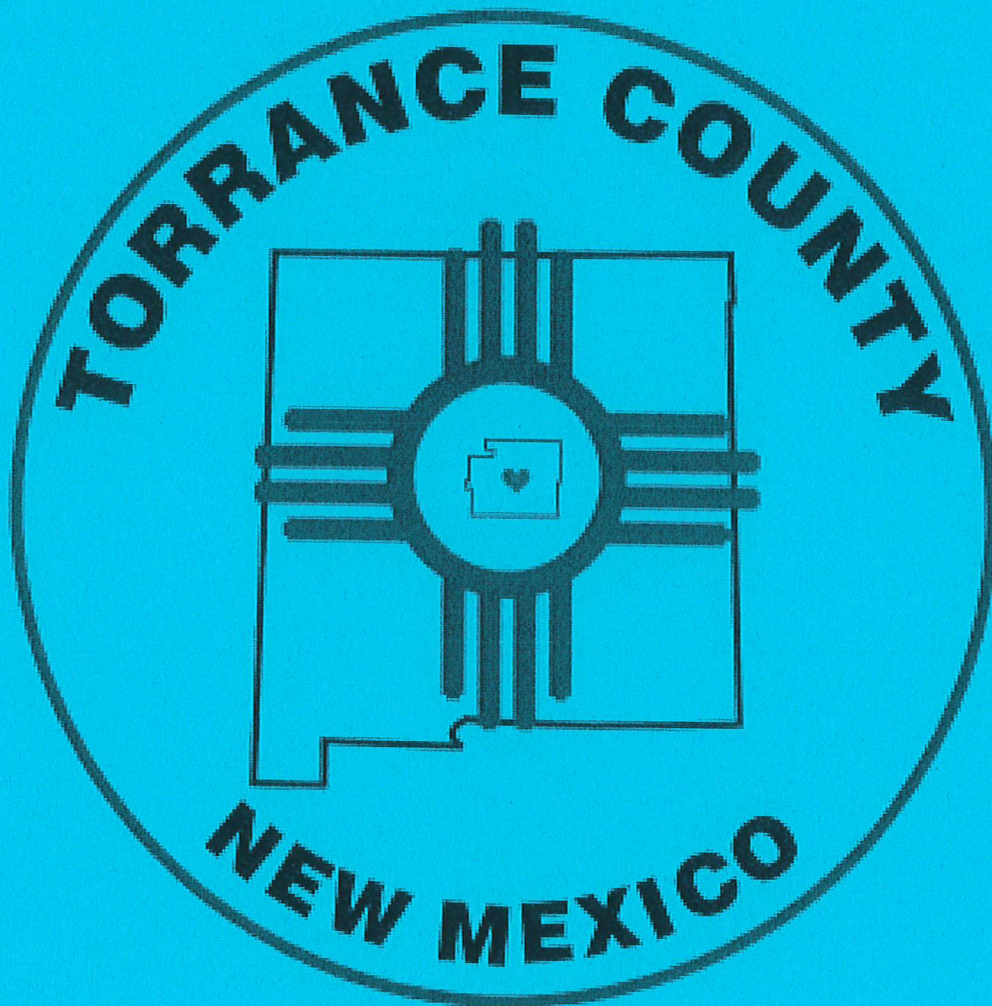
JP- 2<sup>nd</sup> the motion

3 for

2 against

Motion passed





*Agenda Item*  
*No. 12-D*





*Consultant Pharmacists of New Mexico, Inc.*  
*6300 Riverside Plaza Ln, NW, Suite 100, Albuquerque, NM, 87120, 505-795-8462.*  
[rxcharlienm@gmail.com](mailto:rxcharlienm@gmail.com)

**Comprehensive Consultant Pharmacist Services Agreement**  
**For Torrance County Fire Department and EMS (TCFDEMS)**

This Service Agreement is hereby made and entered into by and between **Torrance County Fire Department and EMS and CPNMRX, Inc., dba Consultant Pharmacists of New Mexico, Inc.**, represented by Charles Vandiver, CEO/Owner of Consultant Pharmacists of New Mexico, Inc.. **Torrance County Fire Department and EMS (TCFDEMS) is located at** \_\_\_\_\_ **(address) and is**

**represented by Hanna Sanchez, Deputy Fire Chief, EMS Director.** CPNMRX is located at 6300 Riverside Plaza Ln, NW, Suite 100, Albuquerque, NM, 87120. For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows:

1. CPNMRX shall provide consultant pharmacist services to **TCFDEMS** in accordance with State of New Mexico Board of Pharmacy and DEA rules and regulations for EMS operations for a **Class CL EMS NMBOP licensure, a Class CS NMBOP, and DEA license for controlled substances.** CPNMRX shall provide licensed pharmacists of the State of New Mexico, and licenses shall be posted at the facility. CPNMRX shall provide documentation of licensure and malpractice coverage. CPNMRX shall facilitate program development to licensure and maintain pharmaceutical policies, procedures, forms, facilitate licensure processes, be available for consultations year-round, and provide a minimum of 4 on-site visits annually, and inspect and audit all pharmaceutical records including clinical records. CPNMRX shall sign HIPPA forms to ensure patient confidentiality. CPNMRX shall provide a written audit/inspection report 4 times yearly upon completion of inspections.
2. **TCFDEMS** shall comply with state and federal rules and regulations regarding pharmaceuticals and follow facility policies and procedures. Documents shall be maintained for ordering, receipt, clinical usage, wastage, and disposition of all pharmaceuticals.
3. **TCFDEMS** shall comply with advisements of the consultant pharmacist in compliance of State of New Mexico Board of Pharmacy rules and regulations.
4. **Compensation For Services Rendered by CPNMRX:**
  - A. **Annual And On-Going Consultant Pharmacist Services: \$6,000.00 Per Year Plus Gross Receipts of 7.625% (\$457.50) = \$6,456.59.00 Capitated Annually.**  
**Reimbursement will be invoiced/billed quarterly at \$1,500 + Gross Receipts of 7.625% (\$114.37) = \$1,614.37.** A minimum of 4 site visits per year for inspections/audits are required by the State of New Mexico Board of Pharmacy. This fee is inclusive of all annual fee's unless otherwise negotiated in writing, i.e., pharmacist salary, lodging, meals, gas, vehicle, tech, mobile availability, malpractice fees, administrative support, reports, NMBOP regulatory compliance, and year-round consultant pharmacist services.





**Consultant Pharmacist Service Agreement For Torrance County Fire Department and EMS**  
(Continued)

5. **Terms of Payment and/or Reimbursement:** Payment and/or reimbursement for services rendered shall be a maximum of 30 days upon receipt of invoice for services rendered. Non-payment of services rendered shall result in a 2.5% monthly accumulated interest rate.
6. **Annual Inflation Adjustment:** 2.5% Annually. TCFDEMS will be notified in writing the first quarter of each calendar year after each year of consultant pharmacist services of an adjustment of the annual inflation fee. This fee is related to wide ranging and random cost increases related to our services; which may include operational costs related to, vehicle, insurance, lodging, gas, meals, travel, information technology, communication systems, financial services, malpractice, office, and administrative overhead.
7. **Agreement Activation/Continuation/Termination:** This agreement shall be considered active December 1, 2023, and continued in accordance to the mutual satisfaction of either party, unless terminated in writing by either party with 30 days written notice.

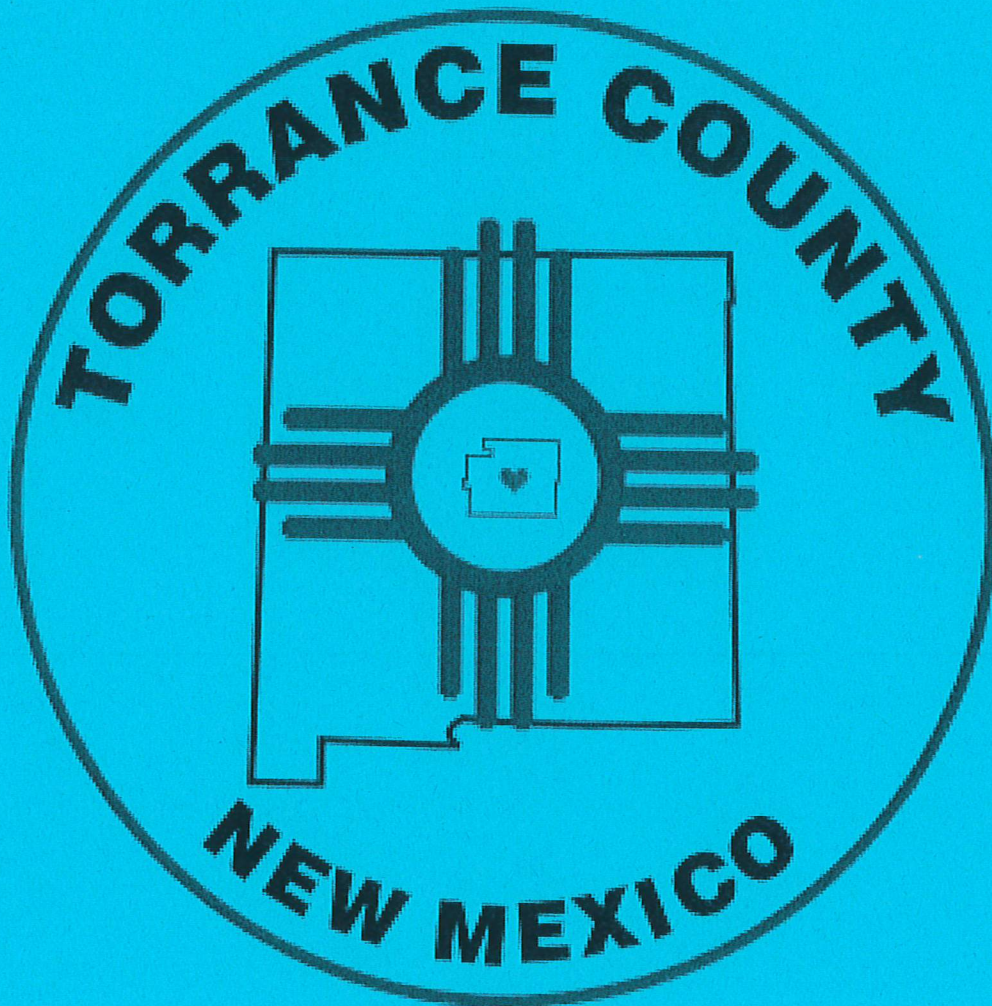
***Torrance County Fire Department EMS and Consultant Pharmacists of New Mexico, Inc., mutually agree to these terms and conditions as of this date:***  
\_\_\_\_\_, 2023.

***Please sign below:***

\_\_\_\_\_  
Torrance County Fire Department EMS,  
Administrator

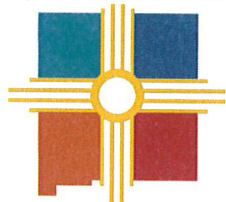
\_\_\_\_\_  
Charles Vandiver, CEO, Consultant Pharmacist





*Agenda Item  
No. 12-E*





**New Mexico** DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## MEMORANDUM

Date: August 31, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Traffic Safety Division Director

From: Amber Montoya, Staff Manager, TSD

Subject: Justification for Community DWI Program (CDWI) Project Agreement between the New Mexico Department of Transportation Traffic Safety Division and Torrance County.

DocuSigned by:

*Jeff Barela*

DocuSigned by: AE03FAF441...

*Amber Montoya*

96053378AB0A49E...

**Michelle Lujan  
Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

### Commissioners

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

John Vargas, TSD program manager Phone # 505-231-6784 will oversee this project. The agreement provides State Community DWI (CDWI) Funds to Torrance County as shown below.

AGENCY	CDWI PN	FY 24 CDWI \$
Torrance County	04-CD-05-103	\$1,857.00

Funding for the CDWI project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. Funds available for CDWI programs are dependent upon the 'fees' imposed and collected from each County. TSD distributes CDWI funds in proportion to the fees collected by the courts and law enforcement.

Counties submit applications detailing their agency's plan to expend funding to TSD on an annual basis upon notification of funding available. The Counties use the funding to conduct enforcement activities to include DWI checkpoint and directed patrols, DWI prevention activities such as programs in the schools, public information, and education programs aimed at drivers, and DWI offender programs. The Counties are encouraged to sub-contract with local governments within their County to conduct allowable activities. Counties may allocate their funding to the New Mexico State Police who will conduct activities in the Counties they receive allocated funding from.

The term of all these agreements is from date of execution to June 30, 2024.

## **Office of General Counsel Contract Brief Form**

**Date:** August 31, 23 **From:** John Vargas **Location:** Traffic Safety Division

**Phone:** 505-231-6784

**Agency:** NMDOT

**Contractor:** Torrance County

**Project No.:** 04-CD-05-103

### **NEW CONTRACT**

- ☐ Copy of RFP, if applicable
- ☐ Copy of approved sole source justification
- ☐ Copy of approved small purchase justification
- ☐ Copy of Contract Brief signed by Contract Administration

### **AMENDMENT TO EXISTING CONTRACT**

- ☐ Scope of Work
- ☐ Additional Compensation
- ☐ Time extension

*Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)*

**X EXEMPT FROM PROCUREMENT PROCESS** (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

### **Attorney Review Comments**

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

☐ Please make corrections on pages         

☐ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

☐ Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER: \_\_\_\_\_

VENDOR NUMBER: 0000054405

### GRANT AGREEMENT

This grant agreement ("Agreement") is between the New Mexico Department of Transportation ("**Department**") and Torrance County ("**Grantee**"), collectively referred to as "the Parties." The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 04-CD-05-103, \$1,857.00, (Project).
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving

the Grantee thirty (30) calendar days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement, and by giving the Department thirty (30) calendar days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:
  - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
  - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
  - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
  - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.
  - b. All applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or disability, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above.
  - c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules.
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail and postage prepaid, fax or e-mail; and be addressed as follows:



to the Department at:  
New Mexico Dept. of Transportation  
Attn: Traffic Safety Division  
P.O. Box 1149  
Santa Fe, NM 87504

to the Grantee at:  
Torrance County  
Attn: Tracey Master  
P.O. Box 48  
Estancia, NM 87016

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the Parties and is not intended to modify in any way, the Parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, and that the Department is not responsible for any services except as expressly stated in this Agreement.
13. **Term.** This Agreement takes effect as of the date of the last party to sign on the signature page below. The Agreement terminates at 12:00 a.m. on June 30, 2024, unless terminated as provided in Section 6 or Section 7, or modified by amendment as set forth in Section 16. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

The remainder of this page is left intentionally blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

TORRANCE COUNTY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Janice Y. Barela

Approved as to form and legal sufficiency.

By:  \_\_\_\_\_  
Assistant General Counsel  
Department of Transportation

Date: 9/18/2023

Approved as to form and legal sufficiency.

By:  \_\_\_\_\_  
Counsel for Torrance County

Date: 9/25/2023

**Exhibit A****SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING****COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 04-CD-05-103**

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:
  - a. Utilize funding to increase awareness of underage drinking and DWI prevention withing Torrance County by purchasing promotional items to be distributed at community events.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
  - a. **"Program Manager"** means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.
  - b. **"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator designation. The Grantee's officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this Scope of Work.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in this Scope of Work. The Grantee should submit claims for reimbursement on a quarterly basis or as directed by the Department. The Department will pay the Grantee for the following:
  - a. the actual costs of items listed in this Scope of Work; and
  - b. conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2023, January 31, 2024, April 30, 2024 and July 31, 2024. Quarterly activity reports should summarize the Grantee's goals and accomplishments for the fiscal year funded under this Agreement. Further, the report should detail how the Grantee's activities contributed to meeting the Department's highway safety targets, missions and goals.
6. **Funding.** Funding for this CDWI Project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project's itemized budget is as follows:

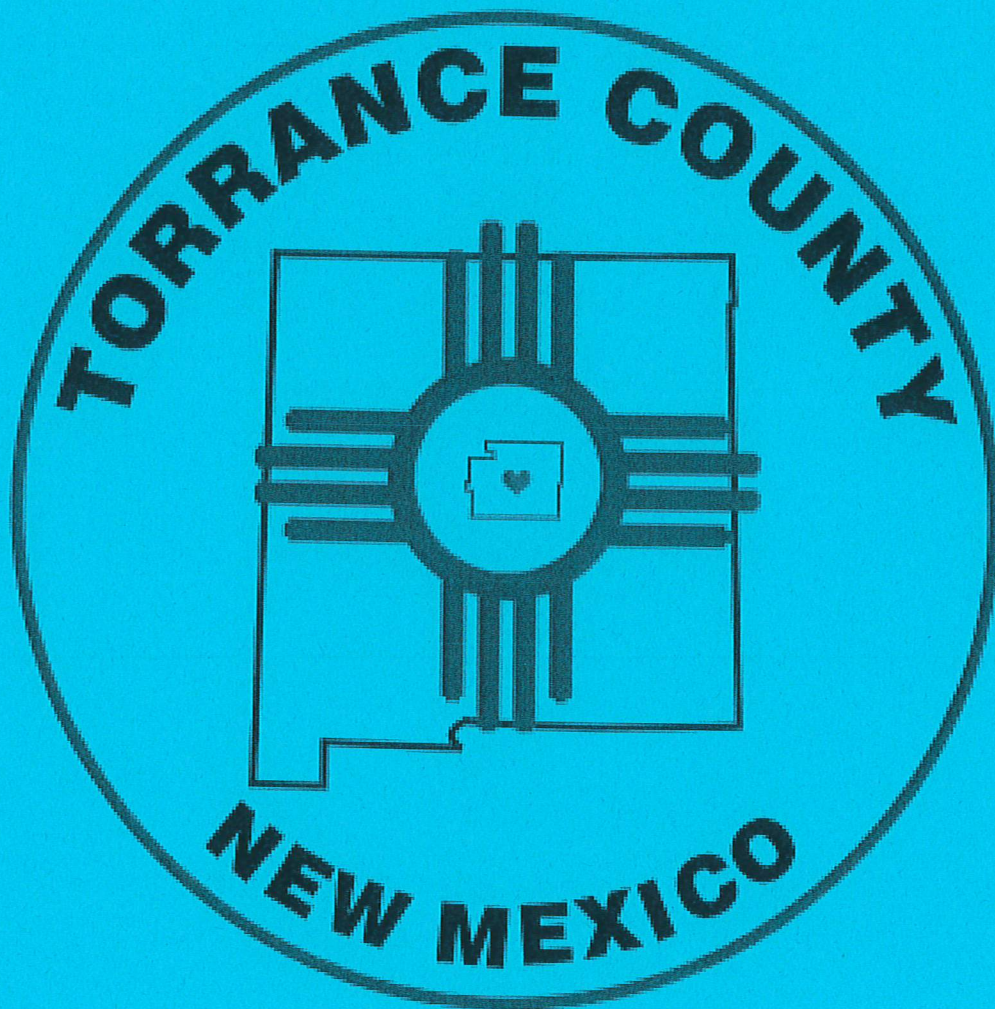
Personal Services	\$ 0.00
Contractual Services	\$ 0.00
Commodities	\$ 1,857.00
Indirect	\$ 0.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$1,857.00</b>

7. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior approval of the Department.

## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:				
Government Unit:	Torrance County			
Contract term:	(                      – 06/30/2024)			
Vendor Number:	0000054405	Address ID:		
<b>Grantee Contact Info</b>				
Project Director and Title:		Tracey Master		
Phone:	505-705-0332	E-mail:	tmaster@tcnm.us	
Agency Name:		Torrance County		
Address:		P.O. Box 48		
City, State ZIP:		Estancia, NM 87016		
<b>TSD Contact Info</b>				
Program Manager:		John Vargas	Phone:	505-231-6784
TSD Finance:		Avalon Gaboldon	Phone:	505-660-8103
<b>Budget Breakdown</b>				
<b>Funding</b>	<b>Project Number</b>	<b>Amount</b>	<b>Fund</b>	<b>Source</b>
CDWI	04-CD-05-103	\$1,857.00	20800	State CDWI
<b>Total</b>		\$1,857.00		
Purchase Order Number:				
PO Entered by TSD Finance:			Date:	
PO Approved by Contracts:			Date:	





*Agenda Item*  
*No. 12-F*



## Cheryl Allen

---

**From:** Lori Archuleta  
**Sent:** Wednesday, July 5, 2023 4:20 PM  
**To:** Cheryl Allen  
**Cc:** Toni Lowery; Joanna Romero  
**Subject:** RE: Eye Associates Invoice

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Cheryl,

I looked in Tyler as well as Triadic and did not find anything for this person.

Lori

---

**From:** Cheryl Allen <[callen@tcnm.us](mailto:callen@tcnm.us)>  
**Sent:** Wednesday, July 5, 2023 3:14 PM  
**To:** Lori Archuleta <[larchuleta@tcnm.us](mailto:larchuleta@tcnm.us)>  
**Cc:** Toni Lowery <[tlowery@tcnm.us](mailto:tlowery@tcnm.us)>; Joanna Romero <[JRomero@tcnm.us](mailto:JRomero@tcnm.us)>  
**Subject:** Eye Associates Invoice

Lori,

I received an invoice from Eye Associates on Monday for Montano, Destini for an appointment from 5/6/2022 for 192.00. I confirmed she was one of our inmates on that day. But can you check to see if this was ever processed by Stephanie Dunlap? I am trying to figure out if I need to process the bill.

Cheryl



**Cheryl Allen**  
Executive Secretary  
office: 505-544-4900  
direct: 505-544-4903  
cell: 505-300-9906  
[callen@tcnm.us](mailto:callen@tcnm.us)  
[www.torrancecountynm.org](http://www.torrancecountynm.org)

## Cheryl Allen

---

**From:** Cheryl Allen  
**Sent:** Wednesday, July 5, 2023 3:14 PM  
**To:** Lori Archuleta  
**Cc:** Toni Lowery; Joanna Romero  
**Subject:** Eye Associates Invoice

Lori,

I received an invoice from Eye Associates on Monday for Montano, Destini for an appointment from 5/6/2022 for 192.00. I confirmed she was one of our inmates on that day. But can you check to see if this was ever processed by Stephanie Dunlap? I am trying to figure out if I need to process the bill.

Cheryl



**Cheryl Allen**  
Executive Secretary  
office: 505-544-4900  
direct: 505-544-4903  
cell: 505-300-9906  
[callen@tcnm.us](mailto:callen@tcnm.us)  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



Torrance County Sheriff's Office

JUL 03 REC'D

Torrance County Sheriffs Administrator  
PO Box 498

Estancia, NM 87016

## HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

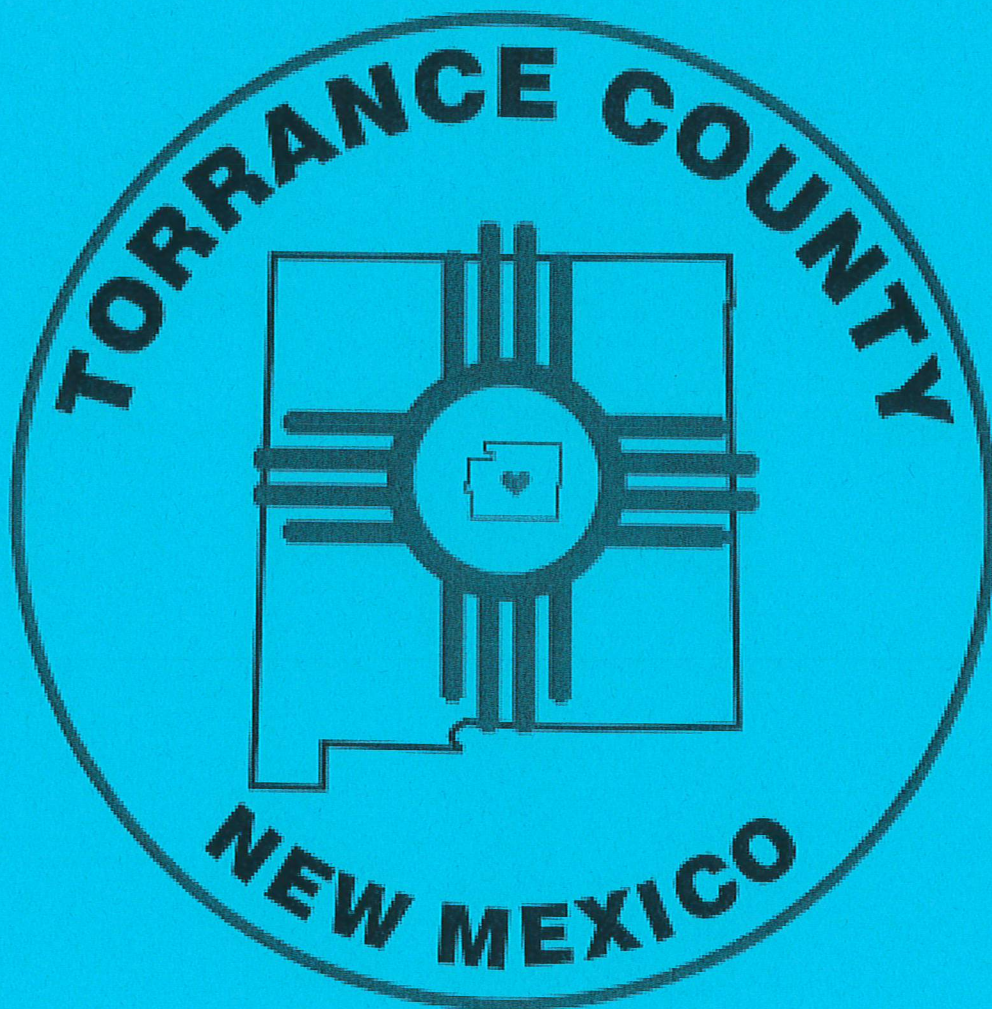
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER		1a. INSURED'S I.D. NUMBER	
(Medicare #) (Medicaid #) (ID#/DoD#) (Member ID#) (ID#)		(For Program In Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE MM DD YY SEX	
5. PATIENT'S ADDRESS (No., Street)		6. PATIENT RELATIONSHIP TO INSURED	
CITY		Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
STATE		8. RESERVED FOR NUCC USE	
ZIP CODE		CITY	
TELEPHONE (Include Area Code)		STATE	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous)	
b. RESERVED FOR NUCC USE		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNED Signature On File		SIGNED SIGNATURE ON FILE	
DATE 05/06/22		DATE	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	
DN Goldblum Todd NM		FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)		22. RESUBMISSION CODE	
A. I H5213		ORIGINAL REF. NO.	
B. C. D. E. F. G. H. I. J. K. L.		23. PRIOR AUTHORIZATION NUMBER	
24. A. DATE(S) OF SERVICE		F. \$ CHARGES	
From To		G. DAYS OR UNITS	
MM DD YY MM DD YY		H. EFSOT Family Plan	
B. PLACE OF SERVICE		I. ID. QUAL.	
C. EMG		J. RENDERING PROVIDER ID. #	
D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)			
CPT/HCPCS MODIFIER			
E. DIAGNOSIS POINTER			
1 05 06 22 05 06 22 11 A 33 00 1 NPI 1104868520			
2 05 06 22 05 06 22 11 A 30 00 1 NPI 1104868520			
3 05 06 22 05 06 22 11 A 30 00 1 NPI 1104868520			
4 05 06 22 05 06 22 11 A 30 00 1 NPI 1104868520			
5 05 06 22 05 06 22 11 A 49 50 1 NPI 1104868520			
6 05 06 22 05 06 22 11 A 49 50 1 NPI 1104868520			
25. FEDERAL TAX I.D. NUMBER		28. TOTAL CHARGE	
SSN EIN		\$ 192 00	
26. PATIENT'S ACCOUNT NO.		29. AMOUNT PAID	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back)		30. Rsvd for NUCC use	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
32. SERVICE FACILITY LOCATION INFORMATION		33. BILLING PROVIDER INFO & PH. #	
Promenade Optical		Eye Associates Optical	
5200 Eubank NE Suite A4		PO Box 90550	
Albuquerque NM 87111-1759		Albuquerque NM 87199	
a. 1740327550		a. 1104868520	
b. 1104868520		b. 1104868520	

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

CARRIER





*Agenda Item*  
*No. 12-G*



## Cheryl Allen

---

**From:** Joanna Romero  
**Sent:** Monday, October 23, 2023 10:55 AM  
**To:** Toni Lowery; Cheryl Allen  
**Subject:** RE: requisition 24-00701

That is correct I will just add the payment with the documentation and commission approval and send payment, no PO on payments that go in front commission without a PO.

---

**From:** Toni Lowery <[tlowery@tcnm.us](mailto:tlowery@tcnm.us)>  
**Sent:** Monday, October 23, 2023 10:52 AM  
**To:** Cheryl Allen <[callen@tcnm.us](mailto:callen@tcnm.us)>; Shannon Waldorf <[swaldorf@tcnm.us](mailto:swaldorf@tcnm.us)>  
**Cc:** Joanna Romero <[JRomero@tcnm.us](mailto:JRomero@tcnm.us)>  
**Subject:** RE: requisition 24-00701

Ok- if that is the case, then we likely wont do it via PO, at least we haven't the last few prior year purchase ones. I am including Joanna on this email so she can tell me if I am wrong regarding the PO.

Toni



**Toni Lowery**  
Chief Procurement Officer  
[www.torrancecountynm.org](http://www.torrancecountynm.org)  
Office 505-544-4720  
Cell 505-464-1116

Torrance County office hours are 7:30 am to 5:30 pm Monday through Thursday - MST

---

**From:** Cheryl Allen <[callen@tcnm.us](mailto:callen@tcnm.us)>  
**Sent:** Monday, October 23, 2023 10:51 AM  
**To:** Toni Lowery <[tlowery@tcnm.us](mailto:tlowery@tcnm.us)>; Shannon Waldorf <[swaldorf@tcnm.us](mailto:swaldorf@tcnm.us)>  
**Subject:** RE: requisition 24-00701

I converted the Excel file to pdf and uploaded it. According to Stephanie, [REDACTED] got this pre-academy physical. He since was certified. The bill was never paid, so Undersheriff Reynolds authorized the payment since we have hired him. I will prepare it to take to the Commission for approval.

Cheryl

---

**From:** Toni Lowery <[tlowery@tcnm.us](mailto:tlowery@tcnm.us)>  
**Sent:** Monday, October 23, 2023 10:41 AM  
**To:** Cheryl Allen <[callen@tcnm.us](mailto:callen@tcnm.us)>; Shannon Waldorf <[swaldorf@tcnm.us](mailto:swaldorf@tcnm.us)>  
**Subject:** requisition 24-00701

Cheryl- on requisition 24-00701 there is no supporting documentation for this request. Also, will this need to go before commission as it is a prior year expense? Can we use a physical that is over a year old?





# REQUISITION

Requisition #: 24-00701

Date: 10/10/2023

Vendor #: 3477

**ISSUED TO:** MANZANO MEDICAL GROUP, P.C.  
P.O. BOX 25701  
ALBUQUERQUE, NM 87125

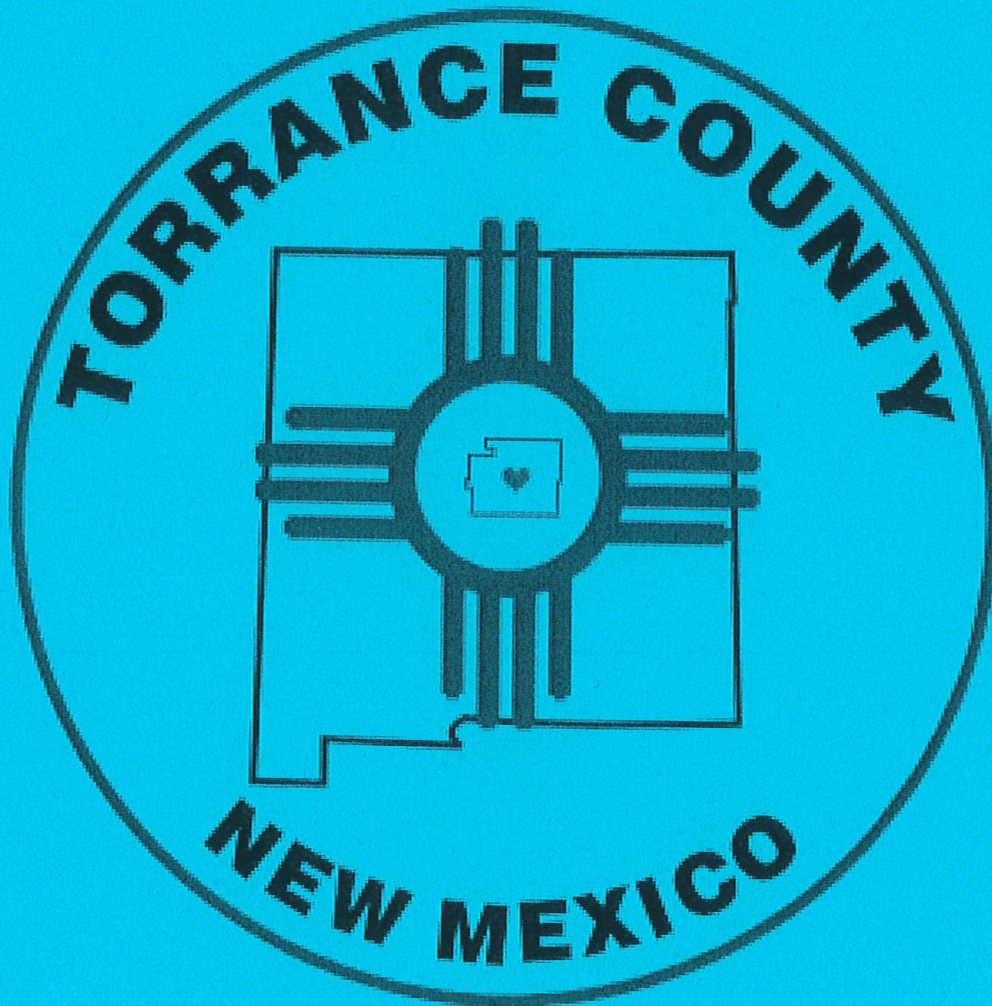
**SHIP TO:** Torrance County Administration  
Attn: Sheriff  
903 N 5th Street  
PO Box 498  
Estancia, NM 87016

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	1 Physical - [REDACTED]		803.68 401-050-2272	803.68
<b>PO Description:</b> Physical [REDACTED]				
<b>Detailed Description:</b>				
Cadet physical and test for [REDACTED]. Old charges and results valid for new hire.				

Authorized By: \_\_\_\_\_

<b>SUBTOTAL:</b>	803.68
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	803.68





*Agenda Item*  
*No. 12-H*



**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2023-11**

**FURTHER AUTHORIZING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR  
PROJECTS WITHIN TORRANCE COUNTY**

**WHEREAS**, the Torrance County Board of County Commissioners "the BCC" desires to make full use of Torrance County's American Rescue Plan Act funds for the betterment of Torrance County residents; and,

**WHEREAS**, the BCC has previously enacted Resolution 2023-09 authorizing American Rescue Plan Act (ARPA) Funds for Projects;

**NOW, THEREFORE BE IT RESOLVED** that this Resolution incorporates and supersedes Resolution 2023-09 by listing specific projects to be funded by ARPA; and,

**BE IT FURTHER RESOLVED** that the Torrance County Board of County Commissioners authorizes the use of ARPA funds for the following projects:

1. *Water Rights Identification and Acquisition*, \$50,000, to Bohannon Huston, one of Torrance County's on-call engineers. (RFP TC-FY22-04)
2. *Purchase of Water Rights*, \$250,000, purchased and owned by Torrance County, with the intent to lease said water rights to EMWT Regional Water Association for the McIntosh Water Project.
3. *Second Phase of Planning and Design of EMWT Regional Water Association's McIntosh Water Project*, \$681,050, to Bohannon Huston, currently planning and developing design of First Phase of the project and one of Torrance County's on-call engineers. (RFP TC-FY22-04).
4. *Emergency Operations Plan Update*, \$38,000.
5. *Chip Seal Materials and Lift, One Layer*, \$300,000.
6. *938M Wheel Loader*, \$263,028.10.
7. *Two Three-Quarter Ton V8 Pickup Trucks*, \$105,000.
8. *John Deere 5045E Utility Tractor*, \$27,317.36.
9. *T-40T Trailer (Pinle Hitch)*, \$43,450.
10. *IT Upgrades*, \$345,000.
11. *Three Sheriff's Department Vehicles*, \$225,000.
12. *Two Planning and Zoning Vehicles*, \$90,000.
13. *Repair/Replace Pumps for Two Existing Wells for Manzano Mutual Domestic Well Association*, up to \$45,000 (up to 27 meters, replaced and installed up to \$45,000).
14. *Chilili Land Grant Water Distribution Project*, \$25,139.63.
15. *Torreón Mutual Domestic Water Association*, \$78,100 (for preliminary engineering design at \$60,000 and 10 meters at \$18,100.).
16. *Two Fleet Vehicles*, \$90,000.
17. *Improvements on Existing Roads*, \$652,663.37.

1 18. Smart Wireless Digital Radios for Tajique Mutual Domestic Water Association, \$6,550.  
2

3 DONE THIS 24th DAY OF MAY, 2023.

4

5

6

APPROVED AS TO FORM ONLY:

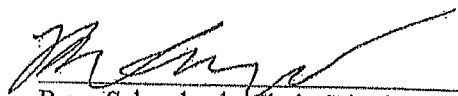
BOARD OF COUNTY COMMISSIONERS

7

8

9

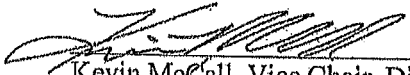
  
Michael I. Garcia, County Attorney

  
Ryan Schwebach, Chair, District 2

10

11

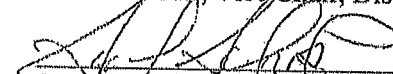
Date: 24 May 2023

  
Kevin McCall, Vice Chair, District 1

12

13

14

  
Samuel D. Schropp, Member, District 3

15

ATTEST:

16


17

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Linda Jaramillo, County Clerk

Date: 5/24/2023



Date: 9/19/23

Invoice: 2023-15

From

Tajique water assoc.

8636 hwy 55

Estancia NM 87016

To

Torrance County

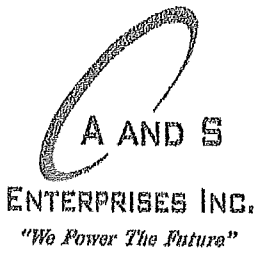
PO Box 48 / 205 9<sup>th</sup> St.

Estancia NM 87016

1. Replaced well control from well to tank

\$6550.00

Total Due \$6550.00



**A and S Enterprises Inc.**  
106 ROEHL RD NW  
ALBUQUERQUE, NM 87107 US  
(505)922-1196  
Bryan@asenm.com  
www.asenm.com

## INVOICE

**BILL TO**

Tajique Water Association  
8636 Hwy 55  
Estancia, NM 87016

**INVOICE #** 2660**DATE** 08/08/2023**DUE DATE** 08/08/2023**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
<b>Sales</b>	1	6,550.00	6,550.00
As Per proposal			

Provide and install new Isaacs Radios for Well Control via Tank site

**BALANCE DUE****\$6,550.00**



TAJIQUE MUTUAL DOMESTIC WATER  
8830 HWY 55  
TAJIQUE, NM 87016

4972

8-17-23



Pay to the  
Order of

A and S Enterprises

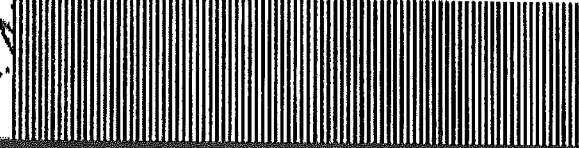
\$ 6550.00

Six thousand Five hundred Fifty



Western Union, Inc.  
New Mexico  
Albuquerque

For Invoice 2660



Seq: 1

Dep: 000309

Date: 08/30/23

For Deposit Only to

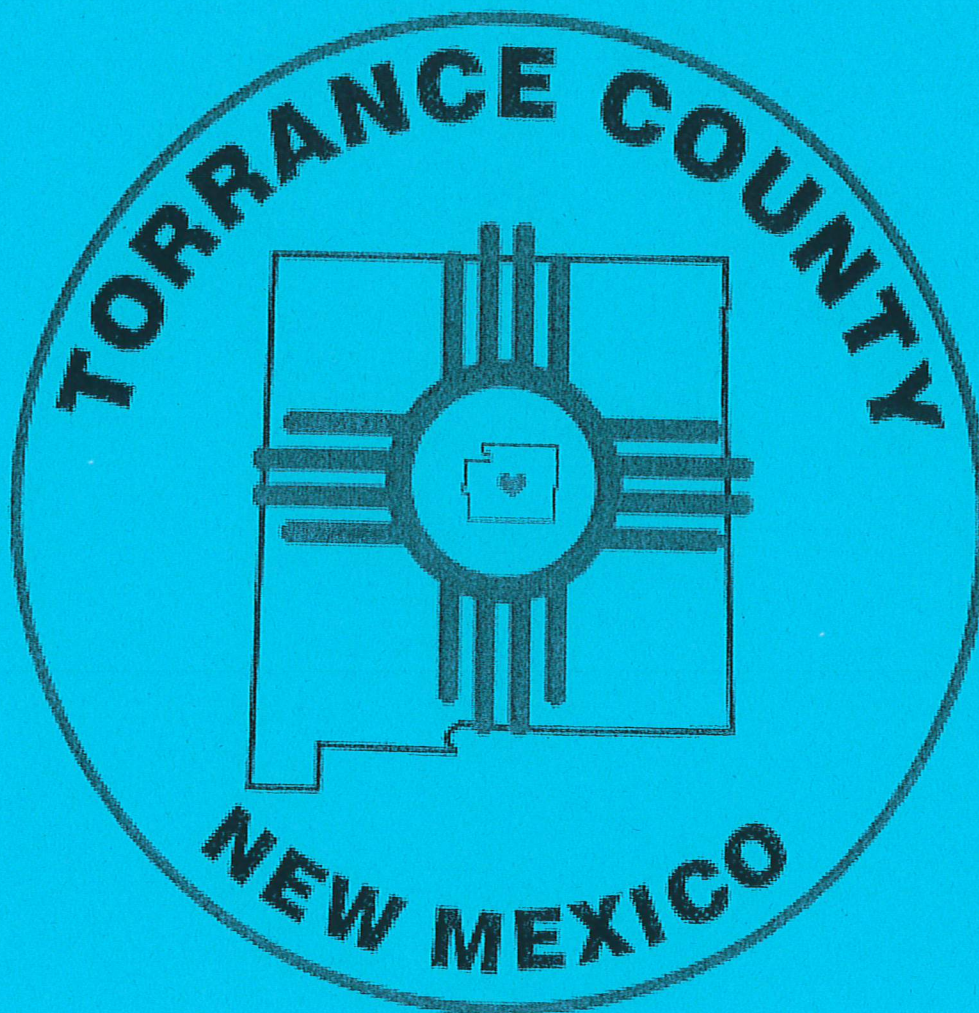
A AND S ENTERPRISES INC  
PAY TO THE ORDER OF  
A AND S ENTERPRISES INC.  
ALBUQUERQUE, NM 87102-9112  
Deposited FOR DEPOSIT ONLY  
A AND S ENTERPRISES INC.  
439005670721





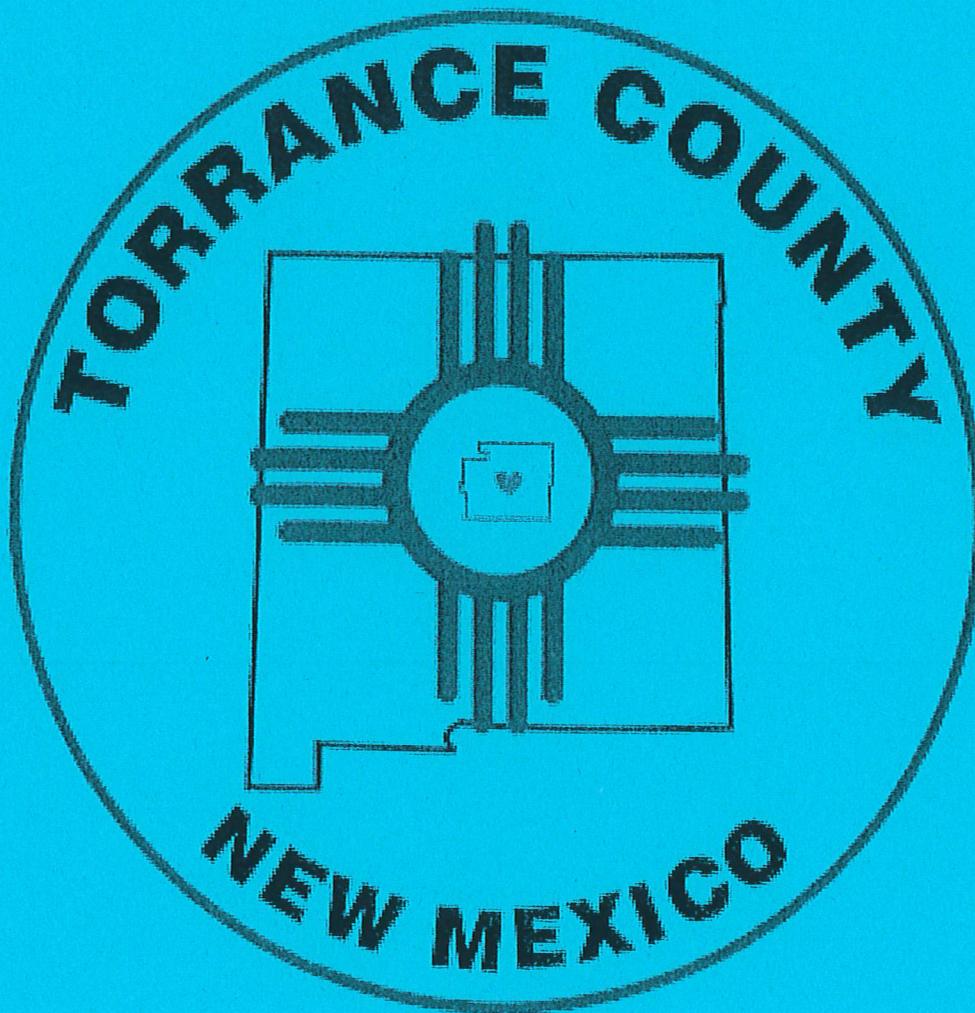
*Agenda Item*  
*No. 12-I*





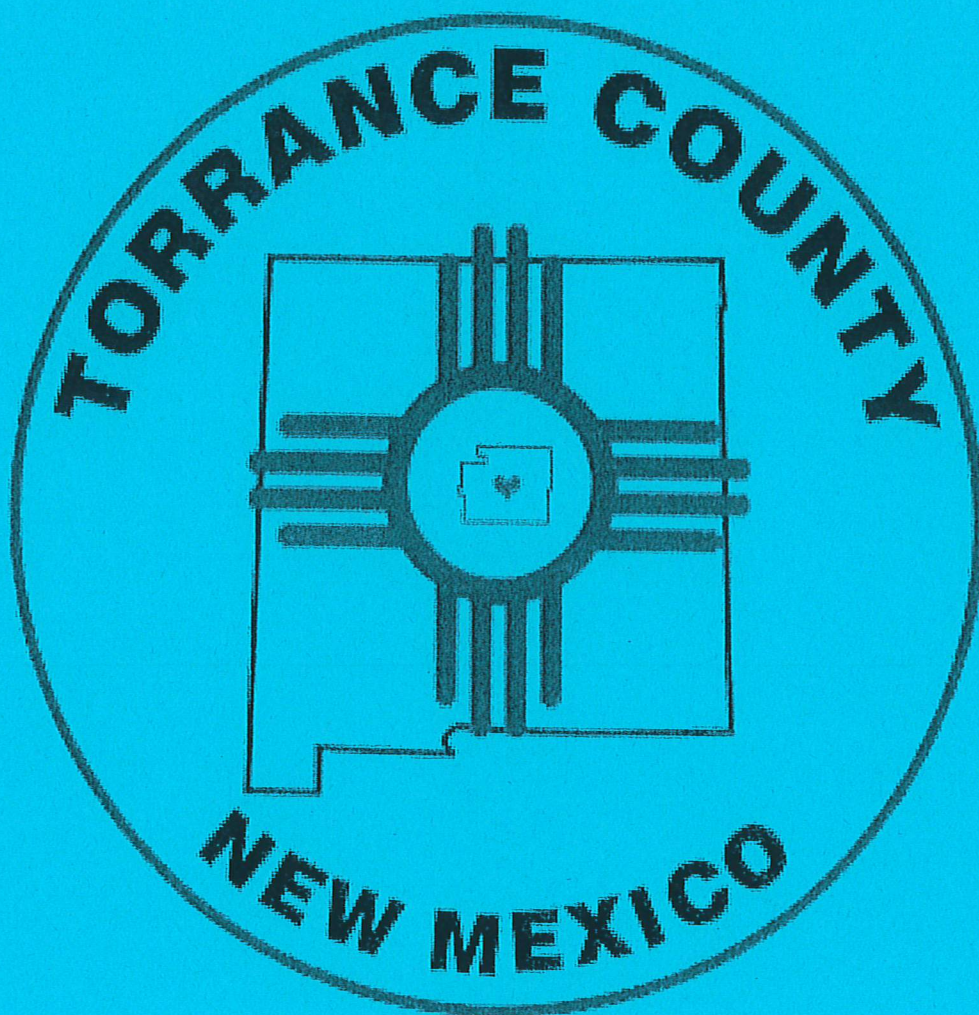
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*No. 13-A*





*Agenda Item*  
*No. 13-B*





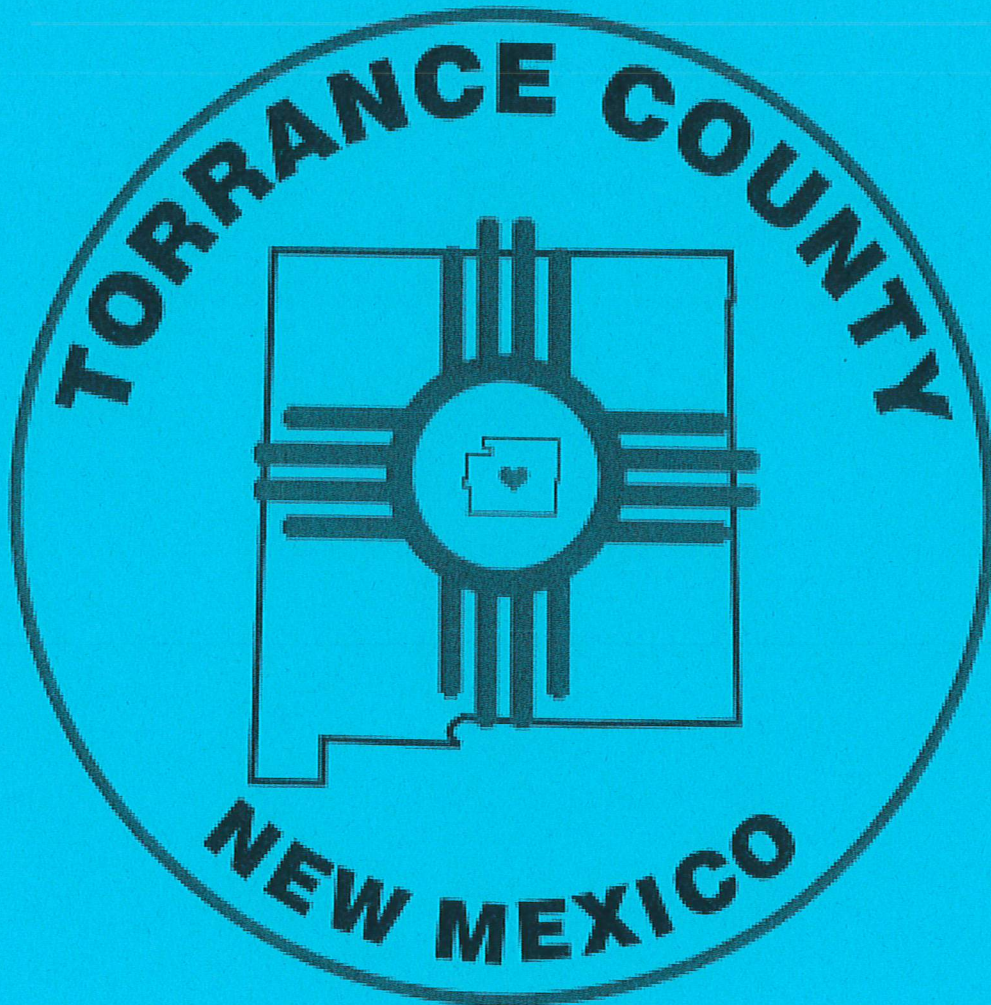
*Agenda Item*  
*No. 13-C*





*Agenda Item*  
*No. 13-D*





*Agenda Item*  
*No. 14*





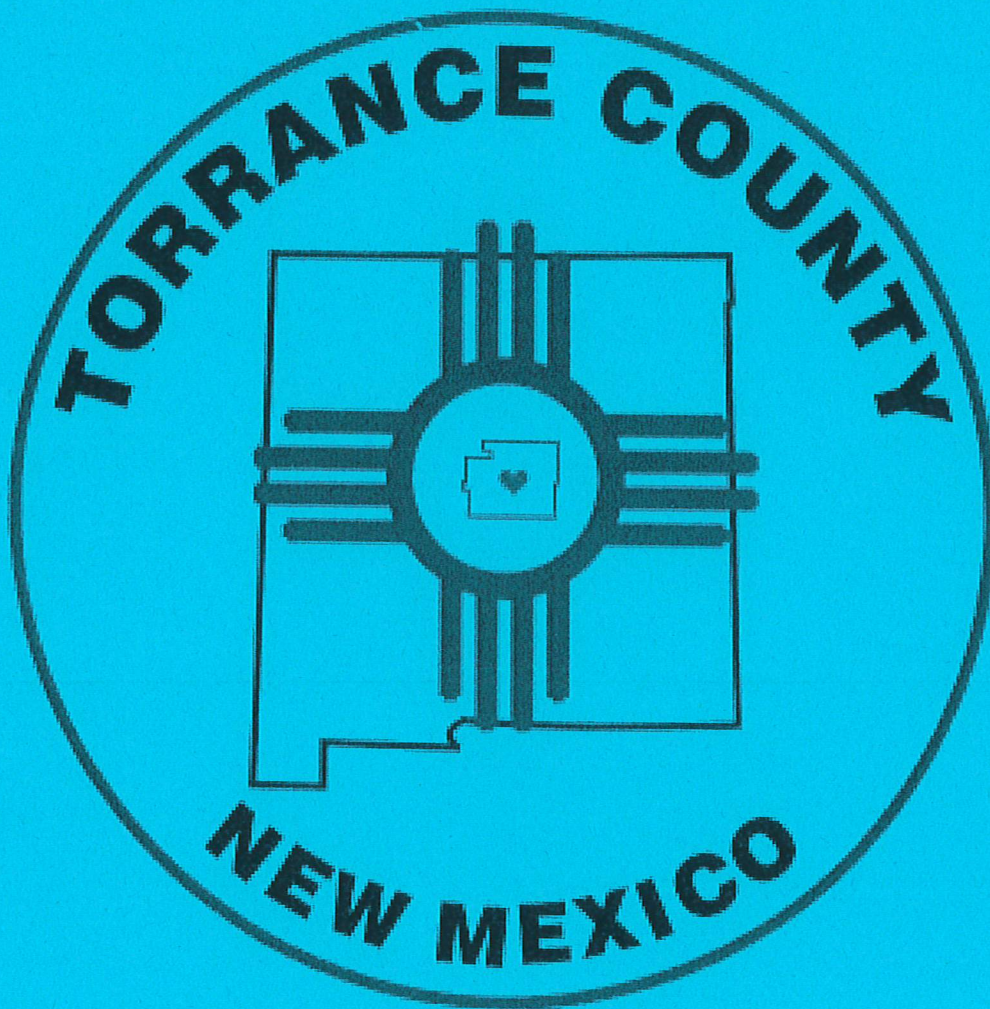
*Agenda Item*  
*No. 15-A*





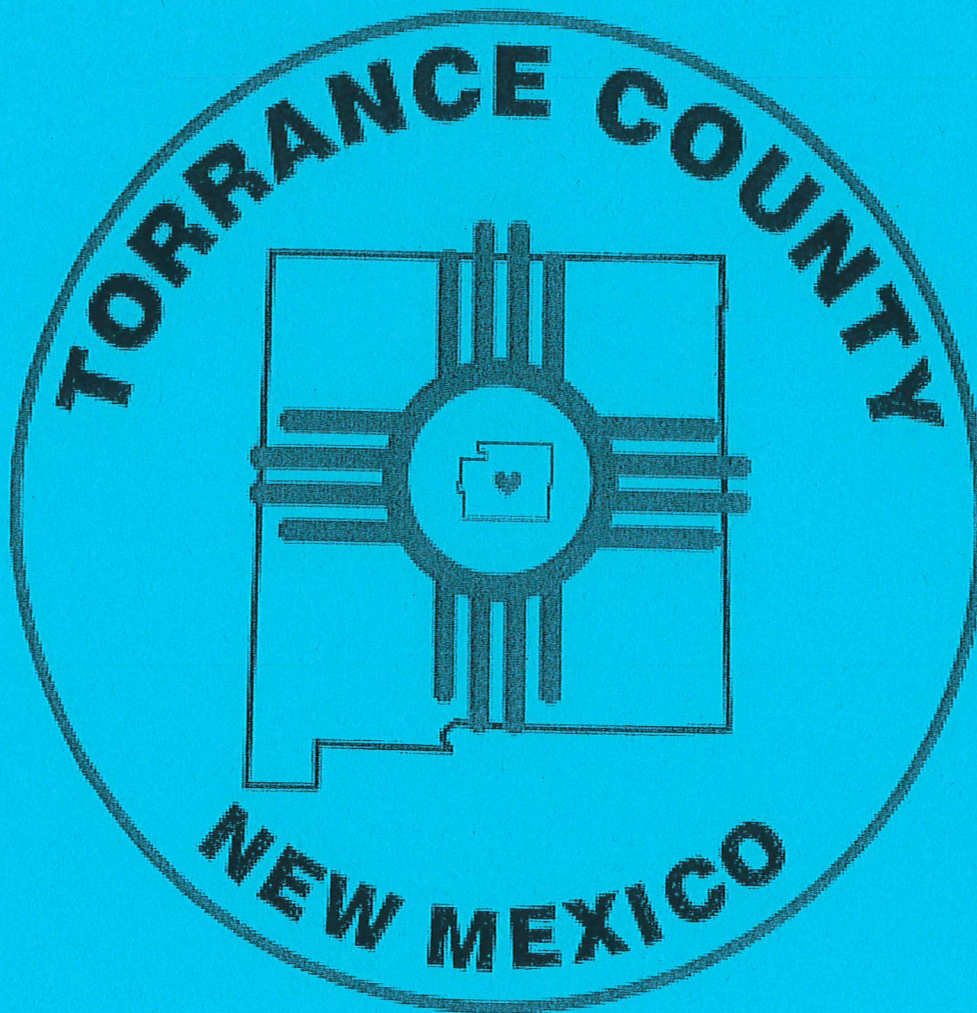
*Agenda Item*  
*No. 15-B*





*Agenda Item*  
*No. 16*





*Agenda Item*  
*No. 17*