

VIRTUE & NAJJAR, PC

LAWYERS

RICHARD L. C. VIRTUE
DANIELA. NAJJAR
JARED D. NAJJAR
CARLA R. NAJJAR
OF COUNSEL
STEPHEN C. ROSS

2204 BROTHERS ROAD, SUITE A
P.O. BOX 22249
SANTA FE, NEW MEXICO
87502-2249
PHONE: (505) 983-6101
FAX: (505) 983-8304

September 18, 2025

SUBMITTED VIA EMAIL to: PRC.Records@prc.nm.gov

Melanie Sandoval
Record Bureau Chief
New Mexico Public Regulation Commission
P.O. Box 1269
Santa Fe, NM 87504

NMPRC Case No. 25-00056-UT – Notice of Right-of-Way Application

Dear Ms. Sandoval:

On behalf of our client, Bolo Transmission LLC, we enclose for filing with the New Mexico Public Regulation Commission, via email, the following documents:

1. Copies of agreements with each of the affected private landowners on whose property the proposed Bolo Transmission line will be located;
2. The Revised and Amended Exhibit GP-1 to the pre-filed Direct Testimony of Greg Parent; and,
3. A Revised Exhibit JT-1 which is a map showing the proposed centerline of the Bolo Transmission Line and the affected landowners.

Please contact me at your earliest convenience with any questions or comments.

Respectfully submitted,

VIRTUE & NAJJAR, PC

/s/ Daniel A. Najjar

Daniel A. Najjar
Jared D. Najjar
2204 Brothers Road, Suite A
P.O. Box 22249
Santa Fe, NM 87502-2249
(505) 983-6101
dnajjar@virtuelaw.com
jnajjar@virtuelaw.com

Attorneys for Bolo Transmission LLC



WHEN RECORDED, RETURN TO:
Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241387
Book 358 Page 1302
1 of 19
06/10/2024 09:10:15 AM
BY KEVIN

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 10, 2024, between Steven Michael Pounds, a single man (“**Owner**”), whose address is PO Box 68, Corona, NM 88318 and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. Property. Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. Purpose. The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. Term. Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. Operations on Owner’s Property during the Option Term. During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and investigations on the Owner’s Property that Pattern or the Pattern Parties, in their sole discretion, deem

necessary or desirable in connection with the Pattern Project (collectively “**Due Diligence Activities**”).

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner’s Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner’s Property without Pattern’s prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners’ prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner’s Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner’s Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner’s Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Steven Michael Pounds
PO Box 68
Corona, NM 88318

Pattern:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241387
Book 358 Page 1305
4 of 19
06/10/2024 09:10:15 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Wind Energy Development LLC, a
Delaware limited liability company

By: Steven Michael Pounds
Steven Michael Pounds, a single man

By: _____
Name: _____
Its: _____

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241387
Book 358 Page 1306
5 of 19
06/10/2024 09:10:15 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

By: _____
Steven Michael Pounds, a single man

PATTERN:

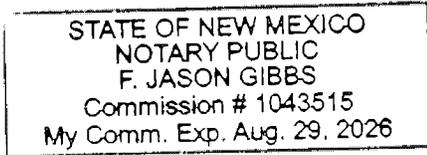
Pattern Energy Wind Development LLC, a
Delaware limited liability company

By: 
Name: Crystal Coffman
Its: Vice-President

OWNER ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me on the 23rd day of MAY, 2024,
by Steven Michael Pounds, a single man.



(seal)

F. Jason Gibbs
Notary Public
My Commission Expires: 8-29-26

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the ___ day of _____, 20___,
by _____, the _____ for Pattern Wind Energy Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)

Notary Public
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 20___,
by Steven Michael Pounds, a single man.

(seal)

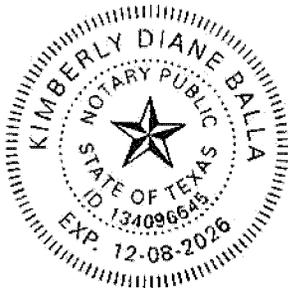
Notary Public
My Commission Expires: _____

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 6 day of June, 2024,
by Cynthia Cotton the Vice President for Pattern Energy Wind Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)



Kim Diane Balla
Notary Public
My Commission Expires: 12/3/26

EXHIBIT A
to Memorandum

Description of the Owner's Property

Township 2 North, Range 12 East

BEING all that certain-parcel which is the East Half (E/2) of Section Fourteen (14), the West Half (w/2) of Section Thirteen (13), the Southeast Quarter (SE/4) and the East Half of the Southwest Quarter (E/2SW/4) of Section Eleven (11), and a portion of the West Half (W/2) of Section Twelve (12), All in Township Two (2) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico, and being more particularly described as follows:

BEGINNING at the southwest corner of the tract herein described from which the southwest corner of said Section 14 bears N. 89 deg. 11' 20" West, a distance of 2648.44 feet;

Thence N. 00 deg. 02' 34" E. a distance of 5276.02 feet;
Thence N. 89 deg. 05' 13" W. a distance of 1228.66 feet;
Thence N. 00 deg. 12' 07" E. a distance of 2636.42 feet;
Thence S. 89 deg. 51' 47" E. a distance of 5255.09 feet;
Thence N. 00 deg. 15' 30" E. a distance of 1056.78 feet;
Thence N. 85 deg. 40' 34" E. a distance of 405.47 feet;
Thence S. 44 deg. 19' 42" E. a distance of 523.46 feet;
Thence S. 10 deg. 09' 22" E. a distance of 424.12 feet;
Thence S. 78 deg. 43' 24" W. a distance of 83.26 feet;
Thence S. 03 deg. 21' 23" E. a distance of 171.13 feet;
Thence S. 88 deg. 55' 50" E. a distance of 77.29 feet;
Thence S. 00 deg. 23' 08" W. a distance of 2134.20 feet;
Thence S. 88 deg. 17' 02" E. a distance of 564.00 feet;
Thence S. 01 deg. 25' 34" W. a distance of 5951.85 feet;
Thence N. 89 deg. 11' 30" W. a distance of 5296.88 feet to the point of beginning.

AND

Section 12: S/2; W/2NE/4; E/2NW/4; NW/4NW/4; LESS AND EXCEPT that certain portion of the subject property described on that certain plat recorded in Cabinet A, Slide 396, Plat Records of Torrance County, New Mexico, on February 27, 1985

Section 13: E/2; LESS AND EXCEPT that certain portion of the subject property described on that certain plat recorded in Cabinet A, Slide 396, Plat Records of Torrance County, New Mexico, on February 27, 1985

Section 15: E/2

Section 22: NE/4; S/2

Section 23: ALL (SE/4; SW/4NE/4; W/2; N/2NE/4; SE/4NE/4)

Section 24: ALL (S/2; NW/4; E/2NE/4; W/2NE/4)

Section 25: N/2N/2

Section 26: ALL (NW/4; W/2NE/4; NE/4NE/4; S/2; SE/4NE/4)

Section 27: ALL (E/2; W/2)

Section 34: E/2

Section 35: W/2SE/4; NE/4SE/4; W/2; NE/4

Township 2 North, Range 13 East

Section 7: ALL
Section 18: ALL
Section 19: Lots 1 & 2; E/2NW/4; NE/4; S/2
Section 30: N/2N/2

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee's Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the "**Agreement**") is dated to be effective as of the Effective Date (as defined below), and is by and between _____ ("**Owner**") and [Pattern or its assignee], a [], its successors and assigns ("**Grantee**", and Owner and Grantee may each be referred to as a "**Party**" or collectively, as the "**Parties**").

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the "**Owner's Property**"). [Grantee *or* Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the "**Option Agreement**"), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the "**Effective Date**") in [] of the real property records of _____ County, New Mexico (the "**Notice of Exercise**") and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit B (the "**Transmission Line Easement Area**"), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the "**Transmission Line**", and the Transmission Line and all rights and interests related thereto, collectively, the "**Project**"), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25') above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements; Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment: Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "**Municipal Officer**" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "**Relative**" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241387
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06/10/2024 09:10:15 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241388
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06/10/2024 09:11:58 AM
BY KEVIN

WHEN RECORDED, RETURN TO:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 6, 2024, between Marvin Pounds and Rebecca Pounds, husband and wife as joint tenants (“**Owner**”), whose address is PO Box 38, Corona, NM 88318 and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. Property. Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. Purpose. The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. Term. Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. Operations on Owner’s Property during the Option Term. During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and

investigations on the Owner's Property that Pattern or the Pattern Parties, in their sole discretion, deem necessary or desirable in connection with the Pattern Project (collectively "**Due Diligence Activities**").

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Pattern's prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Marvin & Rebecca Pounds
PO Box 38
Corona, NM 88318

Pattern:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Wind Energy Development LLC, a
Delaware limited liability company

By: Marvin Pounds
Marvin Pounds

By: _____
Name: _____
Its: _____

By: Rebecca Pounds
Rebecca Pounds

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241388
Book 358 Page 1325
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06/10/2024 09:11:58 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Energy Wind Development LLC, a
Delaware limited liability company

By: _____
Marvin Pounds

By: *Crystal Coffman*
Name: *Crystal Coffman*
Its: *Vice-President*

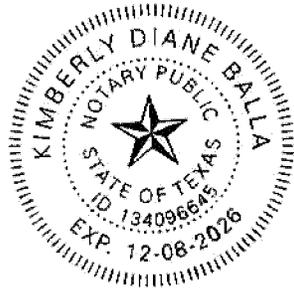
By: _____
Rebecca Pounds

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 6 day of June, 2024,
by Crystal Coffey the Vice President for Pattern Energy Wind Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)



Kim Diane Balla
Notary Public
My Commission Expires: 12/8/26

**EXHIBIT A
to Memorandum**

Description of the Owner's Property

Township 2 North, Range 12 East

Section 1: ALL (SW/4NE/4; S/2; N/2N/2; S/2NW/4; SE/4NE/4)
Section 4: W/2
Section 8: E/2
Section 17: NE/4

Township 2 North, Range 13 East

Section 6: ALL

Township 3 North, Range 12 East

Section 13: ALL (E/2SE/4; W2; NE/4; W/2SE/4)
Section 14: E/2; E/2W/2
Section 17: S/2SE/4
Section 20: NE/4; N/2SE/4
Section 21: ALL
Section 22: ALL
Section 23: S/2; E/2NE/4
Section 24: W/2
Section 25: S/2SW/4, LESS AND EXCEPT the following described tract; Starting at the northeast corner of said S1/2 SW1/4; thence South 200 feet; thence West 100 feet; thence North 200 feet; thence East 100 feet to the point of the beginning.
Section 27: NW/4; SE/4; E/2SW/4; NW/4SW/4
Section 28: E/2; Ten acres BEING all of Tract A, of the Lands of Steven E. T. Pounds, located in the West half (W/2) of Section 28, Township Three (3) North, Range Twelve (12) East, N.M.P.M., Torrance County, New Mexico, as the same is shown and designated on the plat thereof filed in the Office of the County Clerk of Torrance County, New Mexico, on March 11, 1988, in Plat Cabinet B, Slide 134;
Section 33: E/2
Section 35: SW/4; N/2SE/4
Section 36: NE/4; N/2SE/4

Township 3 North, Range 13 East

Section 18: W/2; NE/4
Section 31: NW/4; NW/4SW/4

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee's Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the "**Agreement**") is dated to be effective as of the Effective Date (as defined below), and is by and between _____ ("**Owner**") and [Pattern or its assignee], a [], its successors and assigns ("**Grantee**", and Owner and Grantee may each be referred to as a "**Party**" or collectively, as the "**Parties**").

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the "**Owner's Property**"). [Grantee or Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the "**Option Agreement**"), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the "**Effective Date**") in [] of the real property records of _____ County, New Mexico (the "**Notice of Exercise**") and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit B (the "**Transmission Line Easement Area**"), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the "**Transmission Line**", and the Transmission Line and all rights and interests related thereto, collectively, the "**Project**"), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25') above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements; Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment: Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "**Municipal Officer**" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "**Relative**" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241388
Book 358 Page 1336
16 of 18
06/10/2024 09:11:58 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1357
1 of 18
06/10/2024 09:17:00 AM
BY KEVIN

WHEN RECORDED, RETURN TO:
Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 10, 2024 between Monty and Kelley Pounds, husband and wife as joint tenants (“**Owner**”), whose address is PO Box 8, Corona, NM 88318 and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. Property. Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. Purpose. The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. Term. Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. Operations on Owner’s Property during the Option Term. During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and

investigations on the Owner's Property that Pattern or the Pattern Parties, in their sole discretion, deem necessary or desirable in connection with the Pattern Project (collectively "**Due Diligence Activities**").

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Pattern's prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Monty & Kelley Pounds
PO Box 8
Corona, NM 88318

Pattern:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1360
4 of 18
06/10/2024 09:17:00 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Wind Energy Development LLC, a
Delaware limited liability company

By: Monty Pounds
Monty Pounds

By: _____
Name: _____
Its: _____

By: Kelley Pounds
Kelley Pounds

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1361
5 of 18
06/10/2024 09:17:00 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Energy Wind Development LLC, a
Delaware limited liability company

By: _____
Monty Pounds

By: *Crystal Coffey*
Name: *Crystal Coffey*
Its: *Vice President*

By: _____
Kelley Pounds

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1362
6 of 18
06/10/2024 09:17:00 AM
BY KEVIN

OWNER ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss.

The foregoing instrument was acknowledged before me on the 23rd day of MAY, 2024
by Monty Pounds.

(seal)

STATE OF NEW MEXICO NOTARY PUBLIC F. JASON GIBBS Commission # 1043515 My Comm. Exp. Aug. 29, 2026

F. Jason Gibbs
Notary Public
My Commission Expires: 8-29-26

OWNER ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss.

The foregoing instrument was acknowledged before me on the 23rd day of MAY, 2024
by Kelley Pounds.

(seal)

STATE OF NEW MEXICO NOTARY PUBLIC F. JASON GIBBS Commission # 1043515 My Comm. Exp. Aug. 29, 2026

F. Jason Gibbs
Notary Public
My Commission Expires: 8-29-26

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1363
7 of 18
06/10/2024 09:17:00 AM
BY KEVIN

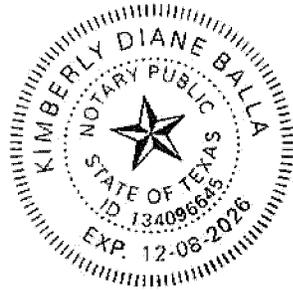
PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 6 day of June, 2024, by Crystal Cefner the Vice President for Pattern Energy Wind Development LLC, a Delaware limited liability company, on behalf of said company.


Notary Public
My Commission Expires: 12-8-26

(seal)



**EXHIBIT A
to Memorandum**

Description of the Owner's Property

Township 3 North, Range 12 East

Section 1: ALL
Section 3: S/2
Section 4: E/2
Section 12: ALL
Section 25: SE/4; LESS AND EXCEPT a One (1) acre tract located in the Southwest Corner of the Southeast Quarter (SE/4) of said section previously conveyed by Warranty Deed bearing document number 79422, recorded in Book 69, Page 416, Deed Records of Torrance County, New Mexico.

Township 3 North, Range 13 East

Section 6: Lots 3, 4, 5; SE/4NW/4; E/2SW/4; SE/4
Section 7: E/2; E/2NW/4; SW/4
Section 8: SW/4
Section 17: NW/4; NW/4SW/4
Section 18: NE/4SE/4

Township 4 North, Range 12 East

Section 25: ALL

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee’s Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the “**Agreement**”) is dated to be effective as of the Effective Date (as defined below), and is by and between _____ (“**Owner**”) and [Pattern or its assignee], a [], its successors and assigns (“**Grantee**”, and Owner and Grantee may each be referred to as a “**Party**” or collectively, as the “**Parties**”).

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the “**Owner’s Property**”). [Grantee or Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the “**Option Agreement**”), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the “**Effective Date**”) in [] of the real property records of _____ County, New Mexico (the “**Notice of Exercise**”) and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit B (the “**Transmission Line Easement Area**”), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the “**Transmission Line**”, and the Transmission Line and all rights and interests related thereto, collectively, the “**Project**”), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25’) above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements; Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment; Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "Relative" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241390
Book 358 Page 1372
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06/10/2024 09:17:00 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
JINDA JARAMILLO, COUNTY CLERK
2241389
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06/10/2024 09:12:38 AM
BY KEVIN

WHEN RECORDED, RETURN TO:

Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 10, 2024, between Louis J. Perea, Trustee of the Louis J. Perea Trust (“**Owner**”), whose address is PO Box 415, Corona, NM 88318, and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. **Property.** Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. **Purpose.** The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. **Term.** Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. **Operations on Owner’s Property during the Option Term.** During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and

investigations on the Owner's Property that Pattern or the Pattern Parties, in their sole discretion, deem necessary or desirable in connection with the Pattern Project (collectively "**Due Diligence Activities**").

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Pattern's prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Louis J. Perea Trust

Pattern:

Pattern Energy Wind Development LLC

PO Box 415
Corona, NM 88318
Attn: Louis J. Perea, Trustee

1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

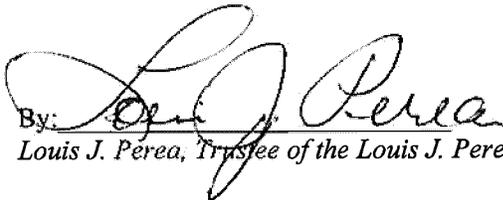
15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241389
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06/10/2024 09:12:38 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

By: 
Louis J. Perea, Trustee of the Louis J. Perea Trust

PATTERN:

Pattern Wind Energy Development LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
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06/10/2024 09:12:38 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

By: _____
Louis J. Perea, Trustee of the Louis J. Perea Trust

PATTERN:

Pattern Energy Wind Development LLC, a
Delaware limited liability company

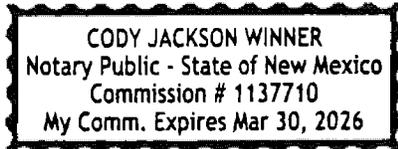
By: *Crystal Colman*
Name: Crystal Colman
Its: Vice-President

TORRANCE COUNTY
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BY KEVIN

OWNER ACKNOWLEDGMENT

STATE OF new mexico)
) ss.
COUNTY OF Torrance)

The foregoing instrument was acknowledged before me on the 23 day of May, 2024,
by Louis J. Perea, Trustee of the Louis J. Perea Trust.



(seal)

Cody Jackson Winner
Notary Public
My Commission Expires: Mar 30 2026

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the ___ day of _____, 20 ____,
by _____, the _____ for Pattern Wind Energy Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)

Notary Public
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 20___,
by Louis J. Perea, Trustee of the Louis J. Perea Trust.

(seal)

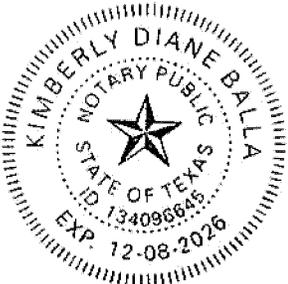
Notary Public
My Commission Expires: _____

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 6 day of June, 2024,
by Crystal Coffey the Vice President for Pattern Energy Wind Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)



Kim Diane Balla
Notary Public
My Commission Expires: 12/8/26

**EXHIBIT A
to Memorandum**

Description of the Owner's Property

Tract Lettered A, being all of Section Twenty-six (26) and a portion of the West One-half (W1/2) of Section Twenty-five (25), T03N., R12E, N.M.P.M., as the same is shown and described on the plat entitled "Plat of Lands of Louis and Christine Perea", certified by Timothy Ray Oden, N.M.R.P.L.S., No. 8667, dated May 29th, 1990, filed for record on June 01, 1990, as Document #87374, and recorded in File Cabinet B, Slide 286, Records of the clerk of Torrance County, New Mexico.

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee's Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the "**Agreement**") is dated to be effective as of the Effective Date (as defined below), and is by and between _____ ("**Owner**") and [Pattern or its assignee], a [], its successors and assigns ("**Grantee**", and Owner and Grantee may each be referred to as a "**Party**" or collectively, as the "**Parties**").

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the "**Owner's Property**"). [Grantee or Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the "**Option Agreement**"), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the "**Effective Date**") in [] of the real property records of _____ County, New Mexico (the "**Notice of Exercise**") and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit B (the "**Transmission Line Easement Area**"), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the "**Transmission Line**", and the Transmission Line and all rights and interests related thereto, collectively, the "**Project**"), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25’) above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements; Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

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BY KEVIN

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment: Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "**Municipal Officer**" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "**Relative**" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241389
Book 358 Page 1353
15 of 18
06/10/2024 09:12:38 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241389
Book 358 Page 1354
16 of 18
06/10/2024 09:12:38 AM
BY KEVIN

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241389
Book 358 Page 1356
18 of 18
06/10/2024 09:12:38 AM
BY KEVIN

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241391
Book 358 Page 1375
1 of 18
06/10/2024 09:18:28 AM
BY KEVIN

WHEN RECORDED, RETURN TO:
Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 10, 2024, between Shannon Kizer, Trustee of the Kizer Trust 1 dated June 10, 2020 (“**Owner**”), whose address is PO Box 56, Pep, NM 88126 and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. **Property.** Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. **Purpose.** The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. **Term.** Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. **Operations on Owner’s Property during the Option Term.** During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and

investigations on the Owner's Property that Pattern or the Pattern Parties, in their sole discretion, deem necessary or desirable in connection with the Pattern Project (collectively "**Due Diligence Activities**").

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Pattern's prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Shannon Kizer, Trustee of the Kizer Trust 1

Pattern:

Pattern Energy Wind Development LLC

PO Box 56
Pep, NM 88126

1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241391
Book 358 Page 1377
3 of 18
06/10/2024 09:18:28 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:


By: Shannon Kizer, Trustee of the Kizer Trust 1

PATTERN:

Pattern Wind Energy Development LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241391
Book 358 Page 1378
4 of 18
06/10/2024 09:18:28 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

By: _____
Shannon Kizer, Trustee of the Kizer Trust 1

PATTERN:

Pattern Energy Wind Development LLC, a
Delaware limited liability company

By: *Crystal Costerman*
Name: *Crystal Costerman*
Its: *Vice-President*

OWNER ACKNOWLEDGMENT

STATE OF New Mexico)
COUNTY OF Guadalupe) ss.

The foregoing instrument was acknowledged before me on the 22nd day of May, 2024
by Shannon Kizer, Trustee of the Kizer Trust 1 dated June 10, 2020.

(seal) STATE OF NEW MEXICO
NOTARY PUBLIC
CRYSTAL M. ROMERO
COMMISSION NO. 1129074
EXPIRES JULY 14, 2024

Crystal Romero
Notary Public
My Commission Expires: July 14, 2024

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

The foregoing instrument was acknowledged before me on the ___ day of _____, 20___,
by _____, the _____ for Pattern Wind Energy Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal) _____
Notary Public
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ___ day of _____, 20___, by Shannon Kizer, Trustee of the Kizer Trust 1 dated June 10, 2020.

(seal)

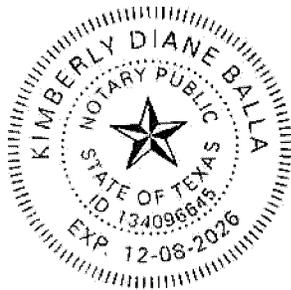
Notary Public
My Commission Expires: _____

PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 6 day of June, 2024, by Crystal Coffman the Vice President for Pattern Energy Wind Development LLC, a Delaware limited liability company, on behalf of said company.

(seal)



Kimberly Diane Balla
Notary Public
My Commission Expires: 12-8-24

**EXHIBIT A
to Memorandum**

Description of the Owner's Property

Township 3 North, Range 12 East

Section 3: Lots 1, 2, 3 and 4; S1/2N1/2

Township 4 North, Range 12 East

Section 22: ALL

Section 23: ALL

Section 26: ALL

Section 27: ALL

Section 33: ALL

Section 34: ALL

Section 35: ALL

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee's Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the "**Agreement**") is dated to be effective as of the Effective Date (as defined below), and is by and between _____ ("**Owner**") and [Pattern or its assignee], a [], its successors and assigns ("**Grantee**", and Owner and Grantee may each be referred to as a "**Party**" or collectively, as the "**Parties**").

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the "**Owner's Property**"). [Grantee or Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the "**Option Agreement**"), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the "**Effective Date**") in [] of the real property records of _____ County, New Mexico (the "**Notice of Exercise**") and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit B (the "**Transmission Line Easement Area**"), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the "**Transmission Line**", and the Transmission Line and all rights and interests related thereto, collectively, the "**Project**"), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25') above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements: Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment: Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "Relative" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241391
Book 358 Page 1390
16 of 18
06/10/2024 09:18:28 AM
BY KEVIN

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

OWNER ACKNOWLEDGMENT

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241391
Book 358 Page 1391
17 of 18
06/10/2024 09:18:28 AM
BY KEVIN

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

(seal)

Notary Public
My Commission Expires: _____

GRANTEE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____, the _____ for _____, a _____, on behalf of said company.

(seal)

Notary Public
My Commission Expires: _____

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241382
Book 358 Page 1279
1 of 18
06/10/2024 08:43:56 AM
BY KEVIN

WHEN RECORDED, RETURN TO:
Pattern Energy Wind Development LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated June 10, 2024, between Patrick W. Pachta and Lindsey M. Pachta, husband and wife (“**Owner**”), whose address is PO Box 121, Encino, NM 88321 and Pattern Energy Wind Development LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Pattern**”).

WITNESSETH:

1. **Property.** Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. **Purpose.** The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Pattern to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Pattern or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Pattern without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. **Term.** Pursuant to the Agreement, Pattern’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. **Operations on Owner’s Property during the Option Term.** During the Option Term, Pattern, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Pattern Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and

investigations on the Owner's Property that Pattern or the Pattern Parties, in their sole discretion, deem necessary or desirable in connection with the Pattern Project (collectively "**Due Diligence Activities**").

5. Access. During the Option Term, Pattern and the Pattern Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. Other Options or Easements. During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Pattern's prior written consent which will not be unreasonably withheld.

7. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. Assignment. Owner acknowledges that Pattern has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Pattern.

9. Consent to Location. To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. Binding on Successors and Assigns. The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. Subordinate Interests. All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. Notice. The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Patrick W. Pachta and Lindsey M. Pachta

Pattern:

Pattern Energy Wind Development LLC

PO Box 121
Encino, NM 88321

1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241382
Book 358 Page 1281
3 of 18
06/10/2024 08:43:56 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

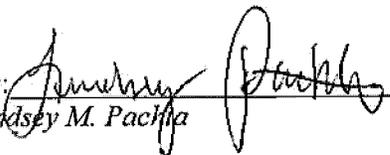
OWNER:

PATTERN:

Pattern Wind Energy Development LLC, a Delaware limited liability company

By: 
Patrick W. Pachta

By: _____
Name: _____
Its: _____

By: 
Lindsey M. Pachta

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241382
Book 358 Page 1282
4 of 18
06/10/2024 08:43:56 AM
BY KEVIN

IN WITNESS WHEREOF, Owner and Pattern have executed this Memorandum as of the date written above.

OWNER:

PATTERN:

Pattern Energy Wind Development LLC, a
Delaware limited liability company

By: _____
Patrick W. Pachta

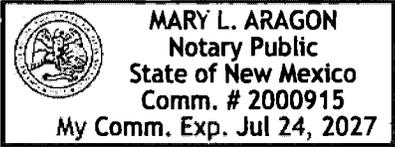
By: *Crystal Coffman*
Name: *Crystal Coffman*
Its: *Vice-President*

By: _____
Lindsey M. Pachta

OWNER ACKNOWLEDGMENT

STATE OF New Mexico)
) ss.
COUNTY OF Torrance)

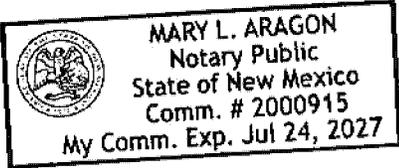
The foregoing instrument was acknowledged before me on the 22 day of May, 2024,
by Patrick W. Pachta.

(seal) 


Notary Public
My Commission Expires: July 27, 2029

STATE OF New Mexico)
) ss.
COUNTY OF Torrance)

The foregoing instrument was acknowledged before me on the 22 day of May, 2024,
by Lindsey M. Pachta.

(seal) 

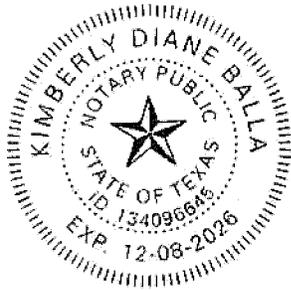

Notary Public
My Commission Expires: July 24, 27

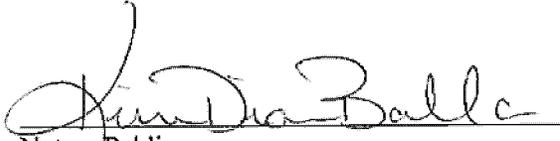
PATTERN ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 16 day of June, 2024,
by Crystal Coffey the Vice President for Pattern Energy Wind Development LLC, a Delaware limited
liability company, on behalf of said company.

(seal)




Notary Public
My Commission Expires: 12-8-26

**EXHIBIT A
to Memorandum**

Description of the Owner's Property

Township 3 North, Range 12 East

Section 9: ALL
Section 10: ALL
Section 11: ALL
Section 14: W1/2W1/2
Section 15: ALL
Section 23: NW1/4; W1/2NE1/4

**EXHIBIT B
to Memorandum**

Form of Easement Agreement

WHEN RECORDED, RETURN TO:

[Grantee's Address]

Attn: _____

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the "**Agreement**") is dated to be effective as of the Effective Date (as defined below), and is by and between _____ ("**Owner**") and [Pattern or its assignee], a [], its successors and assigns ("**Grantee**", and Owner and Grantee may each be referred to as a "**Party**" or collectively, as the "**Parties**").

1. Owner owns that certain real property located in _____ County, New Mexico, which is legally described in Exhibit A attached hereto (the "**Owner's Property**"). [Grantee or Pattern Energy Wind Development LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the "**Option Agreement**"), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the "**Effective Date**") in [] of the real property records of _____ County, New Mexico (the "**Notice of Exercise**") and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit B (the "**Transmission Line Easement Area**"), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the "**Transmission Line**", and the Transmission Line and all rights and interests related thereto, collectively, the "**Project**"), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing

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BY KEVIN

Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit C (the “**Access Easement Area**”), for ingress and egress across the Owner’s Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the “**Access Easement**”);]

[C. A perpetual easement and right of way on and over Owner’s Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25') above ground level (the “**Encroachment Easement**”, and the area covered by such Encroachment Easement, the “**Encroachment Easement Area**”); and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit D (the “**Temporary Construction Easement Area**” and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the “**Easement Areas**”), for Grantee’s use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the “**Construction Easement**”).]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an “**Easement**” and collectively as the “**Easements**”.

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner’s Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. “**Commercial Operation Date**” shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements; Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively “**Grantee Parties**”), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties’ use of the Easements; or (ii) endanger or damage any of Grantee’s facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any

building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar

substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the “**Environmental Laws**”).

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner’s Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment; Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner’s Property, without Owner’s consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee’s interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner’s Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an “**Obligor**”) may at any time mortgage or pledge to any entity (herein, a “**Lender**”) all or any part of the Obligor’s interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor’s rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor’s interest or otherwise take possession of Obligor’s interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor’s

interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this

Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "**Municipal Officer**" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "**Relative**" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

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BY KEVIN

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

OWNER:

GRANTEE:

By: _____
Owner's Name (Full Grantor Name from Title)

By: _____
Name: _____
Its: _____

TORRANCE COUNTY
LINDA JARAMILLO, COUNTY CLERK
2241382
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06/10/2024 08:43:56 AM
BY KEVIN

**EXHIBIT A
to Easement Agreement**

Description of the Owner's Property

[Add description]

**EXHIBIT B
to Easement Agreement**

Description of the Transmission Line Easement Area

[Add description]

**EXHIBIT C
to Easement Agreement**

Description of the Access Easement Area

[Add description]

**EXHIBIT D
to Easement Agreement**

Description of the Temporary Construction Easement Area

[Add description]



TORRANCE COUNTY
SYLVIA CHAVEZ, COUNTY CLERK
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BY KEVIN

WHEN RECORDED, RETURN TO:

Bolo Transmission LLC
888 Westheimer Road, Suite 350
Houston, Texas 77006
Attn: Real Estate Legal Department

**MEMORANDUM OF AGREEMENT
AND OPTION TO PURCHASE EASEMENTS**

This Memorandum of Agreement and Option to Purchase Easements (the “**Memorandum**”) is a memorandum of the Agreement and Option to Purchase Easements (the “**Agreement**”) dated September 11, 2025 between Prather Ranch, LLC, a New Mexico limited liability (“**Owner**”), whose address is 218 Canyon Drive, Keller, Texas 76248 and Bolo Transmission LLC, a Delaware limited liability company, whose address is 1088 Sansome Street, San Francisco, CA 94111, its successors and assigns (“**Bolo**”).

WITNESSETH:

1. Property. Owner is the owner of the real property described on Exhibit A (the “**Owner’s Property**”).

2. Purpose. The purpose of this Memorandum is to provide record notice of rights and options (each an “**Option**” and collectively, the “**Options**”) created and granted by Owner to Bolo to purchase, from time to time and at different times during the Option Term, one or more easements for up to two (2) single or double circuit transmission lines (“**Transmission Line 1 Easement**” and “**Transmission Line 2 Easement**”) and associated access, encroachment, and temporary construction easements (collectively, the “**Easements**”), on, over, under, in, across, upon and through portions of the Owner’s Property. Any such Option may be exercised by Bolo or its assignee by unilaterally signing and recording a “Notice of Exercise of Option” in the form attached to the Agreement (the “**Notice of Exercise**”) in the real property records of the County Clerk of all such Counties where Owner’s Property is located, describing the Options exercised and the portion of the Owner’s Property to be included. Upon such recording of the Notice of Exercise, all of the Easements for which the Option(s) were exercised as set forth in the Notice of Exercise shall become immediately effective and binding upon that portion of the Owner’s Property identified in the Notice of Exercise and upon Owner and Bolo without any further act or action of either party, such Easements to be governed by the terms and provisions of the Easement Agreement (as defined in, and the form thereof attached to, the Agreement, and attached hereto as Exhibit B).

3. Term. Pursuant to the Agreement, Bolo’s Options to purchase the Easements are effective as of the Effective Date and shall continue for a period of up to eight (8) years (including extension term(s)) after the Effective Date, unless earlier terminated in accordance with the terms of the Agreement (the “**Option Term**”).

4. Operations on Owner’s Property during the Option Term. During the Option Term, Bolo, its affiliates, employees, agents consultants, contractors, subcontractors, suppliers, invitees, consultants, lenders, owners, investors, and its successors and assigns (collectively, the “**Bolo Parties**”), have the right to conduct or perform any surveys, land surveys, archeological, cultural, and biological surveys,

engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and investigations on the Owner's Property that Bolo or the Bolo Parties, in their sole discretion, deem necessary or desirable in connection with the Bolo Project (collectively "**Due Diligence Activities**").

5. **Access.** During the Option Term, Bolo and the Bolo Parties have the right of ingress and egress on, over, across, and through the Owner's Property for the purposes set forth in the Agreement, including, but not limited to, the Due Diligence Activities.

6. **Other Options or Easements.** During the Option Term, Owner shall not grant any other options and/or easements in Owner's Property without Bolo's prior written consent which will not be unreasonably withheld.

7. **Effect.** All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. **Assignment.** Owner acknowledges that Bolo has the right to sell, convey, assign, partition, divide, subdivide, mortgage, or pledge all or part of its rights or interests under the Agreement, Options and the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), from time to time, without Owners' prior written consent, and that this Memorandum will continue to be effective with respect to any sale, conveyance, assignment, partition, division, subdivision, mortgage, or pledge of the Agreement, Options and the Easements by Bolo.

9. **Consent to Location.** To the extent that any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of either transmission line within the Transmission Line 1 Easement and Transmission Line 2 Easement, by the terms of Option Agreement, Owner has consented, in writing, to such location(s), and by the execution of this Memorandum, Owner consents to such location(s).

10. **Binding on Successors and Assigns.** The Owner's Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth herein and in the Agreement, which covenants, terms and provisions shall run with the Owner's Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

11. **Subordinate Interests.** All persons acquiring any interest in the Owner's Property take such interest subject to the provisions of the Agreement, the Options and all Easements granted pursuant to the Options.

12. **Notice.** The addresses of the parties to the Agreement for the purposes of notice are as follows:

Owner:

Prather Ranch, LLC
218 Canyon Drive

Bolo:

Bolo Transmission LLC
1088 Sansome Street

Keller, Texas 76248

San Francisco, CA 94111
Attn: Real Estate Legal Department

13. Agreement Provisions. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement. All other terms of the Agreement are as set forth in the Agreement.

14. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

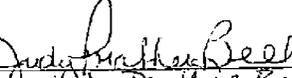
15. Recording. This Memorandum shall be recorded in the real property records of the County Clerk for all such Counties where the Owner's Property is located.

[Signature Page to Follow]

IN WITNESS WHEREOF, Owner and Bolo have executed this Memorandum as of the date written above.

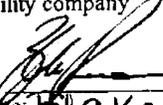
OWNER:

Prather Ranch, LLC
A New Mexico limited liability company

By: 
Name: Judy Prather Reed
Its: owner

BOLO:

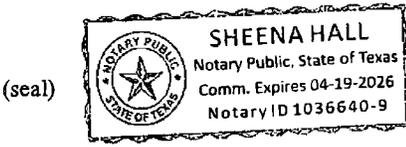
Bolo Transmission LLC, a Delaware limited liability company

By: 
Name: Blake Rasmussen
Its: Vice President

OWNER ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me on the 31 day of July, 2025
by Judy Prather Bell, owner of Prather Ranch, LLC

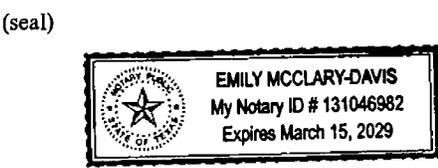


Sheena Hall
Notary Public
My Commission Expires: 4/19/2026

BOLO ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on the 11 day of September, 2025
by Blaine Robinson, the Vice President for Bolo Transmission LLC, a Delaware limited liability company,
on behalf of said company.



Emily McClary-Davis
Notary Public
My Commission Expires: 3-15-2029

EXHIBIT A
Legal Description of Owner's Property

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

Section 27: All, Less and except the A.T. & S.F. Railway right of way within Section 27, and the following described tracts of Section 27:

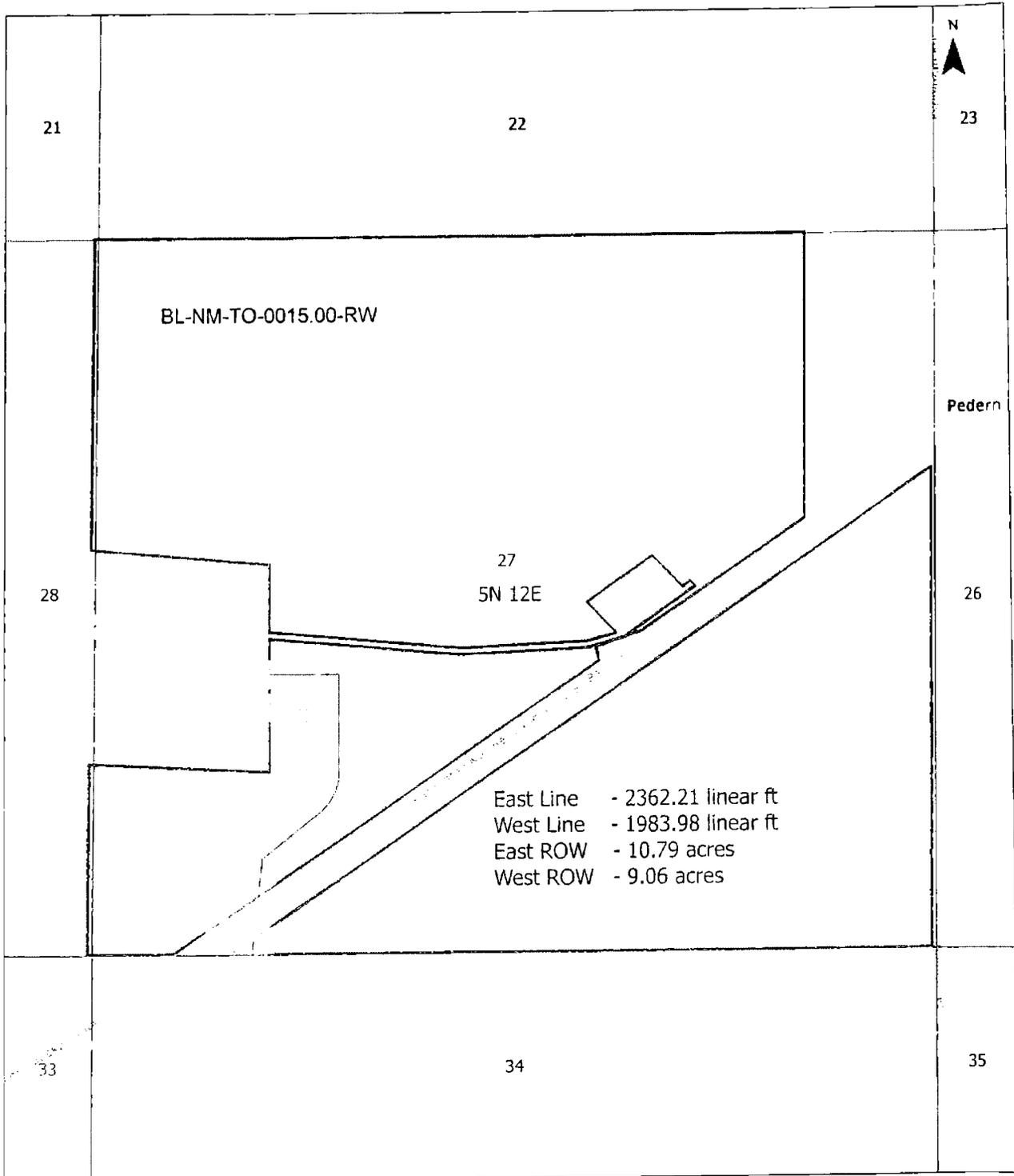
Approximately 32.78 acres in the Northeast Quarter of Section Twenty-seven, Township Five (5) North, Range 12 East, N.M.P.M., more specifically described as follows: beginning at the railroad crossing on the east side of Section 27, thence North to northeast corner of Section 27, thence west eight hundred feet and from that point thence South on a parallel with the east side of the section line intersecting Santa Fe railroad right of way fence, thence east to east side of section line, intersecting beginning point.

A tract of land out of Section 27, Township 5 North, Range 12 East, N.M.P.M., described as follows: Starting at a point S 52 deg. 45' West and a distance of 1940 feet and 8 inches, and North 37 deg. 15' West and a distance of 94 feet from a point where the East boundary of Section 27, Township 5 North, Range 12 East, intersects the North boundary of A.T. & S.F. Railway right of way. Thence North 37 deg. 15' West 300 feet; thence South 52 deg. 45' West 300 feet; thence South 37 deg. 15' East 300 feet; thence North 52 deg. 45' East 300 feet to the place of beginning.

Section 34: All

Section 35: All

As described in that certain Warranty Deed dated March 6, 2023, and recorded with the County Clerk of Torrance County, New Mexico on March 7, 2023, at Book 354, Page 1476, Instrument No. 2230557.



East Line - 2362.21 linear ft
West Line - 1983.98 linear ft
East ROW - 10.79 acres
West ROW - 9.06 acres

- East Line
- West Line
- East ROW 200 ft
- West ROW 200 ft
- ▭ Parcel

BOLO Transmission
Prather Ranch, LLC
Torrance County
3/13/2025



EXHIBIT B
Form of Easement Agreement

WHEN RECORDED, RETURN TO:

Bolo Transmission LLC
1088 Sansome Street
San Francisco, CA 94111
Attn: Real Estate Legal Department

EASEMENT AGREEMENT
[Transmission Line 1/Transmission Line 2]

THIS EASEMENT AGREEMENT (the “**Agreement**”) is dated to be effective as of the Effective Date (as defined below), and is by and between _____ (“**Owner**”) and Bolo Transmission LLC, a Delaware limited liability company, its successors and assigns (“**Grantee**”, and Owner and Grantee may each be referred to as a “**Party**” or collectively, as the “**Parties**”).

1. Owner owns that certain real property located in Torrance County, New Mexico, which is legally described in Exhibit A attached hereto (the “**Owner’s Property**”). [Grantee *or* Bolo Transmission LLC] and [Owner] entered into that certain Agreement and Option to Purchase Easements dated to be effective _____, 20__, a Memorandum of which is filed of record in [] of the real property records of _____ County, New Mexico (the “**Option Agreement**”), to obtain, from time to time during the term of the Option Agreement, easements for the development and construction of up to two single or double circuit high voltage electrical transmission and communication lines and all appurtenant facilities and rights relating thereto. Pursuant to the Option Agreement, Grantee has filed a Notice of Exercise dated [] (the “**Effective Date**”) in [] of the real property records of Torrance County, New Mexico (the “**Notice of Exercise**”) and exercised the option(s) with respect to the easements described therein, to which reference is made for the descriptions of such Easements, to be subject to and governed by the provisions hereof.

2. Grant of Easements. In consideration of the amounts payable pursuant to the terms of the Option Agreement, subject to the terms and conditions of this Agreement, Owner grants Grantee the following non-exclusive easements and rights of way as set forth in the Notice of Exercise and set forth below:

[A. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner’s Property described in Exhibit B (the “**Transmission Line Easement Area**”), to install, construct, own, use, operate, maintain, repair, replace, relocate, reconstruct, modify, add, upgrade, enlarge, remove and/or access either a single or double circuit high voltage electrical transmission line, including all appurtenant facilities, fixtures and equipment necessary for the installation, construction, ownership, use, operation, maintenance, repair, replacement, relocation, reconstruction, modification, addition, upgrade, enlargement, and/or removal of the electrical transmission line, including above and below ground cable, fiber optic cable, and wires and appurtenant equipment and fixtures for communication uses, including for third party use and colocation (the “**Transmission Line**”, and the Transmission Line and all rights and interests related thereto, collectively, the “**Project**”), and for access within and along the Transmission Line Easement Area and to and from public ways and adjoining properties containing Project facilities that border the Transmission Line Easement Area (collectively, the “**Transmission Line Easement**”);]

[B. A perpetual easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit C (the "**Access Easement Area**"), for ingress and egress across the Owner's Property to and from the Transmission Line Easement, and to and from adjacent public ways and adjoining properties containing Project facilities, including the right to use, maintain, and improve existing roadways, and the right, but not the obligation, for Grantee to construct, use and maintain one or more roadways (the "**Access Easement**");]

[C. A perpetual easement and right of way on and over Owner's Property parallel and immediately adjacent to both sides of the Transmission Line Easement Area for encroachment by cross arms, davit arms, conductors (including blowout or sway and associated clearances), insulators and other associated facilities of the Transmission Line, provided same are twenty-five feet (25') above ground level (the "**Encroachment Easement**"), and the area covered by such Encroachment Easement, the "**Encroachment Easement Area**";] and

[D. A temporary construction easement and right of way on, over, under, in, across, upon and through the portion of the Owner's Property described in Exhibit D (the "**Temporary Construction Easement Area**" and together with the Transmission Line Easement Area, the Access Easement Area, and the Encroachment Easement Area, the "**Easement Areas**"), for Grantee's use during initial construction of the Transmission Line, including laydown areas and locations for wire and cable pulling and tensioner equipment (the "**Construction Easement**").]

The [Transmission Line Easement, the Access Easement, Encroachment Easement, and the Construction Easement] are individually referred to in this Agreement as an "**Easement**" and collectively as the "**Easements**".

3. Term of Easements. The Transmission Line Easement, the Access Easement, and the Encroachment Easement, along with all provisions of this Agreement, shall be appurtenant to the Owner's Property, shall run with the land, and shall run in perpetuity for the benefit of Grantee, its successors and assigns, unless terminated in writing by Grantee and its successors and assigns. The Construction Easement shall automatically terminate upon the Commercial Operation Date of the Transmission Line. "**Commercial Operation Date**" shall mean the date that an electric generating facility for which the Transmission Line was built is connected to the Transmission Line and has commenced delivering commercial quantities (other than test energy) to the Transmission Line for transmission to the grid.

4. Use of Easements: Owner and Grantee Protections.

A. The Easements are granted by Owner to Grantee for the use and benefit of Grantee, its affiliates, contractors, subcontractors, suppliers, agents, invitees, employees, consultants, lenders, owners, investors, and successors and assigns (collectively "**Grantee Parties**"), who shall be entitled to exercise the rights and benefits granted to Grantee pursuant to this Agreement.

B. Owner reserves the right to use the property covered by and subject to the Easements for any purposes that will not: (i) interfere with Grantee or Grantee Parties' use of the Easements; or (ii) endanger or damage any of Grantee's facilities installed within or placed upon the Easements. Owner shall not erect or construct, or permit to be erected or constructed, any building or other structure, plant any tree, drill any well, conduct any mining operation, or alter the ground level in any manner within the Easements. Owner also agrees not to erect or construct, or permit to be erected or constructed, any wall or fence within the Easements without the prior written consent of Grantee.

C. Grantee and Grantee Parties shall have the right to (i) trim, or otherwise control, using herbicides or tree growth regulators, and, at the Grantee's option, remove, any brush, trees, or vegetation, (ii) remove any obstacle, including structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable material/fire hazards, wrecked or disabled vehicles, or refuse of any type, within the Easements that could endanger or interfere with Grantee or Grantee Parties' use of the Easements or Grantee's facilities, and (iii) install gates and cattle guards, at Grantee's expense, in all existing and future fences crossing the Transmission Line Easement, provided such gates or cattle guards will be installed in a manner that will not weaken such fences and upon installation thereof will become the property of Owner.

D. Grantee may improve and maintain the Easements in its sole and absolute discretion, provided that such maintenance or improvement is at Grantee's sole cost and expense, and is in compliance with all applicable laws. Grantee shall use reasonable care to avoid damage to the Owner's Property and Owner's personal property located on and near the Easements (other than arising out of the removal of any structures or other improvements of Owner or its tenants as permitted herein).

E. Grantee agrees that the Transmission Line will not be placed on the Owner's Property by Grantee at a location that would interfere with the operation of Owner's center pivot irrigation systems as located on the Owner's Property as of the date of the Option Agreement.

F. In the event of an emergency, inability to use or cross the Access Easement Area or the Transmission Line Easement Area for necessary access, or severe damage to the Transmission Line that reasonably requires Grantee to have additional ingress and egress to the Easement Areas, Grantee shall be entitled to ingress and egress over and across adjoining lands of Owner as may be reasonably necessary to repair and restore the Transmission Line.

G. Grantee shall indemnify Owner and its affiliates, agents, employees, successors and assigns, from and against all claims, demands, damages, costs or liabilities to the extent resulting from personal injuries, including death, and damage to personal property from: (i) the negligent use by Grantee or the Grantee Parties of the Owner's Property, except to the extent such damage or injuries are caused or contributed to by the negligence or willful misconduct of Owner or its invitees, permittees, tenants, agents, successors or assigns, or (ii) the presence or unlawful discharge of Hazardous Substances (as defined below) on the Owner's Property to the extent caused by Grantee or the Grantee Parties (except as provided in Section 6), provided Grantee or the Grantee Parties shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, and profits resulting from or arising out of this Agreement.

5. Owner's Representations. Owner represents and warrants to Grantee, as of the date of this Agreement, as follows:

A. Owner has good and marketable fee title in and to, and is the sole owner of, Owner's Property.

B. All persons other than Owner having any interest in Owner's Property, to Owner's current actual knowledge, including mortgages, deeds of trust, liens, leases, and easements, whether such interest is recorded, will be disclosed in writing to Grantee within thirty (30) days of the effective date of each applicable interest or document reflecting such interest.

C. To Owner's current actual knowledge, Owner will disclose in writing to Grantee the name, address and interest held of all persons holding any interest in minerals and/or oil and gas on all or any portion of Owner's Property.

D. Owner has not dealt with any broker or other person who might claim any fee, commission or other consideration in conjunction with this Agreement.

E. If Owner is not an individual, Owner (i) is duly organized or formed, validly existing and in good standing under the laws of its state of organization or formation; (ii) is duly qualified to transact business and is in good standing in the State of New Mexico; and (iii) has full power and authority to own the Owner's Property and is authorized to enter into this Agreement. All persons having any ownership or possessory interest in the Owner's Property (including spouses) whose signatures are required under New Mexico law for such person to grant the rights granted by this Agreement with respect to such person's interest are signing this Agreement as Owner.

F. The execution and delivery of this Agreement by Owner will not place Owner in default of any agreements to which Owner is a party or bound, and this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

G. To the best of Owner's knowledge and belief, unless as otherwise disclosed and identified by Owner in writing to Grantee: (i) there are no threatened or endangered species or endangered or protected habitats in, on, or about the Owner's Property, (ii) there are not any archaeological, anthropological, or historical finds, objects, sites or items of archaeological significance in, on, or about the Owner's Property, (iii) no portion of the Owner's Property lies within any former burial ground site or constitutes a critical habitat, as any of the foregoing terms set forth in this Section 5.G are defined by applicable state and federal laws, including, without limitation, the Endangered Species Act of 1973; (iv) there are no incurable title issues regarding the Owner's Property which would prevent the inclusion of the Owner's Property as a part of the Project; (v) no entity or person has stored, released, transported, or disposed of any Hazardous Substance (hereinafter defined) on or from the Owner's Property or any portion thereof in violation of applicable Environmental Laws (hereinafter defined); (vi) the Owner's Property does not contain, and is not affected by, any Hazardous Substance(s), underground storage tanks, hydrocarbon contamination, radioactive materials, lead based paint, mold or other pollutants or contaminants in violation of any Environmental Laws and has not been used as a landfill or other waste disposal site; and (vii) the Owner's Property is not subject to any reservations, restrictions, easements or other matters of record which would preclude or materially interfere or hinder Grantee's intended use and development thereof in connection with the Project, and Owner has not granted any third party the right to develop all or any part of the Owner's Property for electric transmission lines (not already installed on the Owner's Property or which notice thereof has been given to, and written consent thereto has been given by, Grantee). As used herein, the term "**Hazardous Substance**" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances, or materials which are included or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure (collectively, the "**Environmental Laws**").

H. Consent to Location. To the extent any residence, occupied or otherwise, on the Owner's Property is located within one (1) mile of a Transmission Line, Owner consents to such location.

6. Assignment; Lenders. Grantee may assign, convey, transfer, divide, or partition all or any portion of this Agreement and/or the Easements, including granting licenses, easements, sub-easements, co-easements (including, without limitation, co-tenancy interests), or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Agreement, and may sell, assign, lease or transfer all or any part of any Transmission Facilities that it may install on the Owner's Property, without Owner's consent. Upon an assignment by Grantee, the assignee shall be entitled to all rights and benefits pursuant to this Agreement, including the Easements, and Grantee's interest in, and any future liability under the Agreement, shall terminate with respect to the rights assigned. Owner may sell, give, convey or assign all or any portion of the Owner's Property without the consent of Grantee; provided, however, that each assignee of Owner shall be subject to the provisions of this Agreement. Without limiting the foregoing, Grantee, any assignee, co-tenant, or any holder of a sub-easement or license (herein, an "**Obligor**") may at any time mortgage or pledge to any entity (herein, a "**Lender**") all or any part of the Obligor's interest under this Agreement or such sub-easement or license without the consent of Owner, and, upon foreclosure by a Lender (or receipt of a deed in lieu of foreclosure or other conveyance), such Lender will succeed to all of the rights and interests of such Obligor hereunder. Should an Obligor mortgage any of its interest as provided in this Section 6, Obligor and Owner expressly agree between themselves and for the benefit of any Lenders as follows:

A. They will not amend or modify, or take any action causing, consenting to or accepting the amendment or modification of this Agreement, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender.

B. Any Lender shall have the right to do any act or thing required to be performed by Obligor under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Obligor's rights under this Agreement as if done by Obligor itself.

C. The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section 6 shall be available only to those Lenders which shall have notified Owner in writing of their name and address. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Owner becomes entitled to terminate this Agreement due to an uncured default by Obligor, Owner will not terminate this Agreement unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Agreement provides to Obligor for curing such default, to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Owner that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Agreement in order to cure the default, Owner shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Owner, and the sole recourse of the Owner in seeking enforcement of its obligations under this Agreement or any new easement entered into pursuant to clause (D) below shall be to such Lender's interest in this Agreement and the Owner's Property. Upon the sale or other transfer of any interest in the rights granted hereunder by any Lender, such Lender shall have no further duties or obligations hereunder.

D. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Obligor, Owner shall give prompt notice to the Lenders. Owner shall, upon written request of the first priority Lender, made within forty-five (45) days after notice to such Lender, enter into a new easement agreement with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement by reason of default by Obligor and shall be on the same terms, covenants and conditions as contained in this Agreement. Upon the execution of any such new easement agreement, the Lender shall (i) pay Owner any unpaid amounts under this Agreement which are due Owner from Obligor as of the date of termination, and (ii) pay Owner any and all amounts due under the new easement agreement from the effective date thereof to the date of execution and delivery of the new easement agreement.

E. Owner shall, at Grantee's or a Lender's request, provide to Grantee and such Lender confirmation that such Lender is a "Lender" for purposes of this Agreement, a consent to or acknowledgment of the Lender's mortgage or other lien, and estoppel certificates as Grantee or the Lender may reasonably request. Owner shall duly execute and return same to Grantee and/or Lender within fifteen (15) days after receipt of such request.

7. Future Encumbrances. Owner shall not grant an easement or other rights to any unrelated third party (i.e., any person or entity other than Grantee or the Grantee Parties), or enter into an agreement permitting such person or entity, to utilize all or any portion of the Easement Areas or to cross over or under or encroach upon any portion of the Easement Areas without the prior written consent of Grantee or its assign, which will not be unreasonably withheld.

8. Estoppel Certificates. Owner agrees that it shall, at any time and from time to time during the term of this Agreement and within ten (10) days after a written request by Grantee or its assign, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates to which the payments and any other charges have been paid, and that there are no defaults existing (or that defaults exist and stating the nature of such defaults), and stating such other facts as the requesting Party may reasonably request.

9. Default. If Owner defaults under this Agreement, after ten (10) days' notice and Owner's failure to cure, Grantee shall have all rights and remedies available at law, in equity, pursuant to this Agreement or otherwise, including but not limited to the right to recover damages, the right of specific performance, and/or the right to obtain an injunction. On the occurrence of a default under this Agreement by Owner, Owner shall be liable to Grantee for all costs and expenses, including but not limited to attorneys' fees, incurred by Grantee as a result of the default. Subject to the Lenders' rights in Section 6, and any related consent or other agreement, no breach of this Agreement, other than a failure to make any payment as provided in the Option Agreement that is not cured within thirty (30) days after written notice of non-payment is delivered to Grantee, shall entitle Owner to cancel, rescind or otherwise terminate this Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Owner may have hereunder by reason of any breach of this Agreement, provided Grantee shall not be liable for special, consequential or punitive damages, including but not limited to losses of rent, business opportunities, profits and other consequential or punitive damages that may result from such breach.

10. Miscellaneous. This Agreement shall be governed by the law of the State of New Mexico without regard to applicable conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect. The headings or captions used in this Agreement are for convenience and reference only, and

in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or exhibit of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties to this Agreement agree to execute such other and further documents and take such other and further acts as are reasonably necessary to carry out the intent and provisions of this Agreement. This Agreement may not be revoked or amended except by a written instrument executed by Owner and Grantee and recorded with the County Clerk of all such Counties where Owner's Property is located. All exhibits to this Agreement are incorporated into this Agreement by reference.

11. Municipal Officer. Owner represents and warrants that Owner is not a "Municipal Officer" of the county or any municipality in which Owner's Property is located. "Municipal Officer" means any officer or employee of any such county or municipality, whether paid or unpaid, and includes, without limitation, members of any office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau or committee of any such county or municipality whose official duties involve discretionary decision-making with respect to the Project. However, "Municipal Officer" shall not include: (a) a judge, justice, officer or employee of the local court system; (b) a volunteer firefighter or civil defense volunteer, except a fire chief or assistant fire chief; or (c) a member of an advisory board of the county or municipality if, but only if, the advisory board has no authority to implement its recommendations or to act on behalf of the county or municipality or to restrict authority of the municipality to act. Owner further represents and warrants that Owner is not a "Relative" of a "Municipal Officer." "Relative" shall be defined as a spouse or domestic partner of the Municipal Officer, or a person claimed as a dependent on the Municipal Officer's latest individual state income tax return. Owner agrees to promptly notify Grantee in writing if at any time it becomes or any Relative becomes a "Municipal Officer." Owner agrees to indemnify Grantee against any loss, liability or damages, including attorneys' fees, directly or indirectly resulting from any misrepresentation by Owner or failure by Owner to notify Grantee as set forth in this Section 11. If Owner is or becomes a Municipal Officer, Owner agrees to recuse itself from any official duties involving discretionary decision making relating to the Project.

12. Relationship. The relationship between Owner and Grantee is, and in the future shall be construed to be, independent parties. Owner and Grantee are not, and in the future shall not be, deemed to be in a partnership, joint venture, or any other similar relationship or arrangement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner and Grantee have executed this Agreement as of the date written above.

OWNER:

Prather Ranch, LLC
A New Mexico limited liability company

By: _____
Name: _____
Its: _____

GRANTEE:

Bolo Transmission LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A
to Notice of Exercise

Description of the Owner's Property

[Add description]

EXHIBIT B
to Notice of Exercise

Description of the Transmission Line Easement Area

[Add description]

EXHIBIT C
to Notice of Exercise

Description of the Access Easement Area

[Add description]

EXHIBIT D
to Notice of Exercise

Description of the Temporary Construction Easement Area

[Add description]

BOLO TRANSMISSION PROJECT GENTIE TRANSMISSION REVISED AND AMENDED EXHIBIT GP-1 TABLE OF CONTENTS

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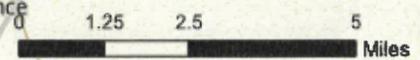




**Bolo Transmission Line Overview
Torrance County, NM**

- Substations
- Bolo Centerline
- - - Western Spirit Centerlines

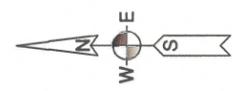
GREG C. PARENT
 NEW MEXICO
 24890
 08-18-25
 PROFESSIONAL ENGINEER



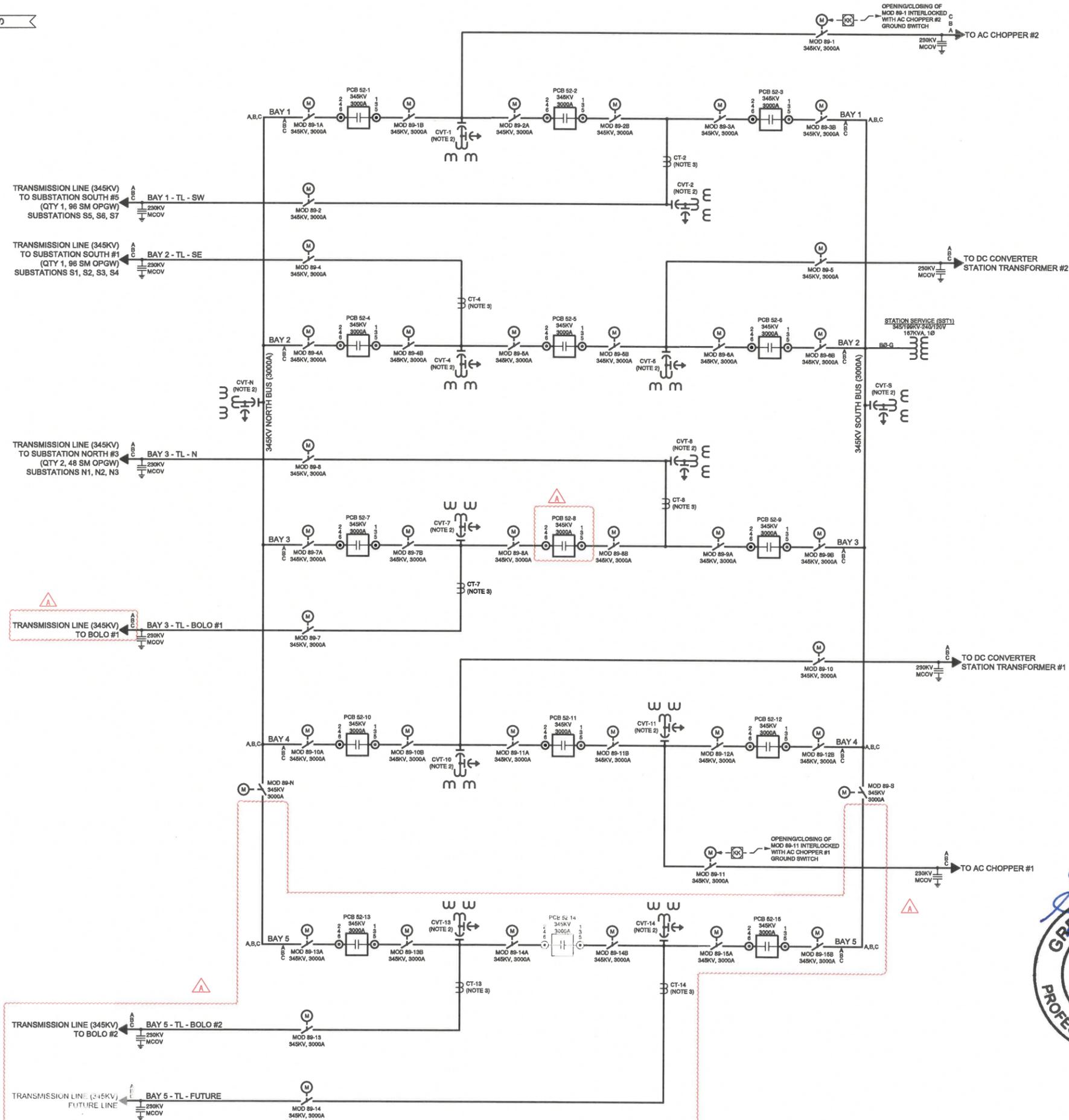
Pattern
Exported 6/24/2025



DEVICE FUNCTION NUMBERS (ANSI C37.2)	
NO.	FUNCTION AND DEFINITION
11	MULTIFUNCTION
21	DISTANCE
21G	GROUND DISTANCE
24	VOLTS PER HERTZ
25	SYNCH. CHECK (HOT LINE/DEAD BUS)
26Q	OIL TEMPERATURE THERMOMETER
27	UNDERVOLTAGE
27B	DEAD BUS (SYNCH. CHECK)
46	REVERSE PHASE LOCK-OUT
49T	TRANSFORMER THERMAL RELAY
50	INSTANTANEOUS OVERCURRENT
50G	GROUND INSTANTANEOUS OVERCURRENT
50BF	BREAKER FAILURE
51	AC TIME OVERCURRENT
51P	PHASE AC TIME OVERCURRENT
51G	GROUND AC TIME OVERCURRENT
51N	NEUTRAL TIME OVERCURRENT
52	AC CIRCUIT BREAKER
59	OVERVOLTAGE
59N	NEUTRAL VOLTAGE DISPLACEMENT
59L	HOT LINE (SYNCH. CHECK)
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81	FREQUENCY
86B	BUS LOCK-OUT RELAY
86BF	BREAKER FAILURE LOCK-OUT RELAY
86T	TRANSFORMER LOCK-OUT RELAY
87	DIFFERENTIAL
87L	LINE DIFFERENTIAL
87B	BUS DIFFERENTIAL
87T	TRANSFORMER DIFFERENTIAL
87N	RESTRICTED EARTH FAULT
87V	ZERO SEQ. VOLTAGE DIFFERENTIAL
89	LINE DISCONNECT SWITCH
90	REGULATING DEVICE



SUNZIA AC SWITCHYARD



DEVICE LEGEND

- SURGE ARRESTER
- MOTOR OPERATED DISCONNECT SWITCH
- SF6 OR VACUUM CIRCUIT BREAKER
- CURRENT TRANSFORMER
- COUPLING CAPACITOR VOLTAGE TRANSFORMER

PETE HEINRICH SWITCHYARD
 TORRANCE COUNTY,
 NEW MEXICO

Rev.	Date	Description	By
A	07/05/25	PRC TESTIMONY EXHIBIT	UEI
B	08/18/25	PRC TESTIMONY EXHIBIT	UEI
C	07/31/25	PRC TESTIMONY EXHIBIT	UEI
D	08/18/25	PRC TESTIMONY EXHIBIT	UEI



PATTERN ENERGY GROUP
 4225 EXECUTIVE SQUARE
 LA JOLLA, CA 92037



BLATTNER ENERGY, LLC
 392 COUNTY ROAD 50
 AVON, MINNESOTA 56310

- NOTES:**
- NOT USED.
 - CVT RATINGS:
 (3-1Ø CCVTS)
 207,000:115/69V
 1800/3000:1
 0.15% @ W,X,Y,Z
 - METERING CT RATINGS:
 500:5A SR
 RF=2.0
 0.15SB1.8
 EXTENDED RANGE: METERING CT'S WILL HAVE 0.15% ACCURACY FROM 1% OF NOMINAL THROUGH THE RATING FACTOR.
 - SUNZIA WIND TO PROCURE AND INSTALL CONDUCTORS/BUS CONNECTIONS ON HVDC INTERCONNECT SWITCHYARD DEADEND STRUCTURES.

REFERENCE

THIS DOCUMENT IS FOR REFERENCE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.



Ulteig
 3350 38th Avenue South
 Fargo, North Dakota 58104
 Phone: 701.280.8500
 Fax: 701.237.3191
 www.ulteig.com

Design By: C. BYE
 Drawn By: T. ADAMS
 Approved By: D. SWARTZ
 Project Number: 20.02726

SUNZIA AC SWITCHYARD SWITCHING DIAGRAM

REVISION:
 D
 DRAWING NUMBER:
 SNZY-IS0-R-OL0-R00-01

WESTERN SPIRIT 345KV SWITCHYARD

WESTERN SPIRIT SWITCHYARD
TORRANCE & LINCOLN COUNTY,
NEW MEXICO

Rev.	Date	Description	By
A	07/05/25	PRC TESTIMONY EXHIBIT	UEI
B	08/18/25	PRC TESTIMONY EXHIBIT	UEI
C	07/31/25	PRC TESTIMONY EXHIBIT	UEI
D	08/18/25	PRC TESTIMONY EXHIBIT	UEI



PATTERN ENERGY GROUP
4225 EXECUTIVE SQUARE
LA JOLLA, CA 92037



BLATTNER ENERGY, LLC
392 COUNTY ROAD 50
AVON, MINNESOTA 56310

NOTES:
1. NOT USED.

REFERENCE

THIS DOCUMENT IS FOR REFERENCE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.

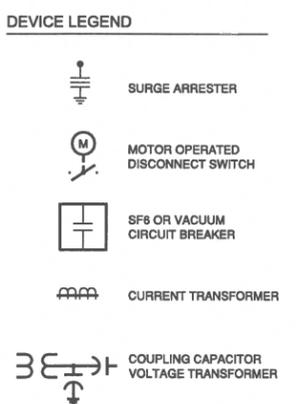
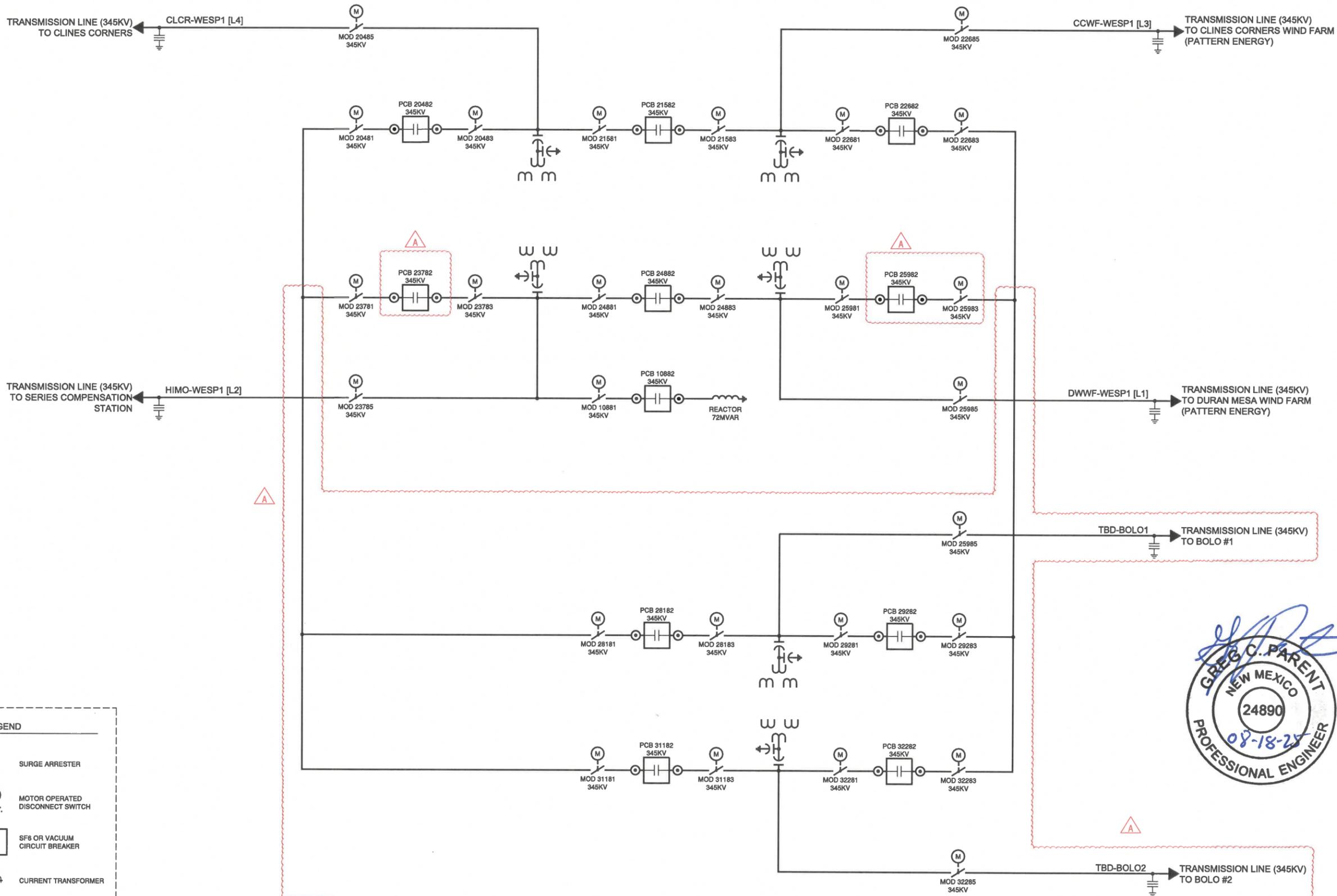


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Project Number: 20.02726

WESTERN SPIRIT WIND SWITCHYARD SWITCHING DIAGRAM

REVISION:
D
DRAWING NUMBER:
WSW-IS0-R-OL0-R00-01



BOLO TRANSMISSION PROJECT

BLOWOUT CALCULATIONS



Ulteig Engineering
 Project Name: BOLO 345kV GenTie Transmission Line
 Required NESC Horizontal Clearances - Rule 234B1a & 234B1b
 Engineer: Greg Parent
 Date: 06-18-2025



Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
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(V_N) = Nominal Operating Voltage Phase-Phase (kV)

(V_M) = Max Transient Overvoltage Phase-Phase (kV)

(Elev) = Design Elevation (ft)

(CH_{AR}) = Required Horizontal Clearance At Rest (ft) NESC RULE 234B1a

(CH@6psf) = Required Horizontal Clearance under 6psf (ft) NESC RULE 234B1b

(CH@EX_WIND) = Recommended Horizontal Clearance under 100mph

$$V_N := 345 \text{ kV}$$

$$V_M := 1.05 \cdot V_N = 362.25 \text{ kV}$$

$$Elev := 7200 \text{ ft}$$

$$Elev_{DESIGN} := \text{if}(Elev < 3300 \text{ ft}, 3300 \text{ ft}, Elev) \quad Elev_{DESIGN} = 7200 \text{ ft}$$

$$CH_{AR} := 7.5 \text{ ft} + ((50 \text{ kV} - 22 \text{ kV}) \cdot \left(\frac{0.4 \frac{\text{in}}{\text{kV}}}{12 \frac{\text{in}}{\text{ft}}} \right) + \left(\frac{V_M}{\sqrt{3}} - 50 \text{ kV} \right) \cdot \left(\frac{0.4 \frac{\text{in}}{\text{kV}}}{12 \frac{\text{in}}{\text{ft}}} \right) \cdot 1.03 \cdot \frac{Elev_{DESIGN} - 3300 \text{ ft}}{1000 \text{ ft}})$$

$$CH_{AR} = 14.386 \text{ ft}$$

$$CH_{@6psf} := 4.5 \text{ ft} + ((50 \text{ kV} - 22 \text{ kV}) \cdot \left(\frac{0.4 \frac{\text{in}}{\text{kV}}}{12 \frac{\text{in}}{\text{ft}}} \right) + \left(\frac{V_M}{\sqrt{3}} - 50 \text{ kV} \right) \cdot \left(\frac{0.4 \frac{\text{in}}{\text{kV}}}{12 \frac{\text{in}}{\text{ft}}} \right) \cdot 1.03 \cdot \frac{Elev_{DESIGN} - 3300 \text{ ft}}{1000 \text{ ft}})$$

$$CH_{@6psf} = 11.386 \text{ ft}$$

$$CH_{@EX_WIND} := V_M \cdot \frac{0.1 \frac{\text{in}}{\text{kV}}}{12 \frac{\text{in}}{\text{ft}}} \cdot 1.03 \cdot \frac{Elev_{DESIGN} - 3300 \text{ ft}}{1000 \text{ ft}}$$

Assuming 10kV per inch dielectric constant for air

$$CH_{@EX_WIND} = 3.388 \text{ ft}$$



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 5575 DTC Parkway, Suite 200
 Greenwood Village, Co 80111
 Phone: 720.873.5700
 Fax: 720.873.5701
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Project Number: 24.02050

TRANSMISSION LINE
 BLOWOUT HORIZONTAL
 CLEARANCE CALCULATIONS

DRAWING NUMBER: BOL-TRN-ROW-BO-01-1
 REVISION: D

Right of Way Requirements by Span Length

Pattern | Bolo Transmission Project

Wire 1272 kcmil 54/19 ACSR Pheasant
 Dia 1.382 in
 Weight 1.634 lb/ft
 Wind/Weight Span Ratio 1
 Structure Height 170 ft
 Structure Width 24.6 ft

Prepared By: Trent Taylor
 Approved By: Greg Parent
 Project No: 24.02050



Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



Condition	Wind Pressure (psf)	Wind Speed (mph)	Conductor Temp (°F)
At Rest	0.0	0	60
NESC	6.0	48	60
High Wind	21.2	91	60

Notes:

- 1) Clearances are based on NESC 234 clearances to buildings at rest and 6 psf wind. High Wind clearances are based on best practice to maintain flashover clearances to potential objects outside the ROW.
- 2) Structure deflections computed for each design span length.

Structure Type	Type	Condition	Conductor Blowout Angle (°)	Insulator Swing Angle (°)	Span (ft)	Sag (ft)	Horiz Displacement (ft)	Insulator Swing Displacement (ft)	Structure Deflection (%)	Structure Deflection (ft)	Design Clearance (ft)	Required Width (ft)
Tangent Double Circuit Monopole	V-String	At Rest	0.0	0.0	1000	23.51	0.00	0.0	0.0%	0.00	14.40	54.00
Tangent Double Circuit Monopole	V-String	NESC	22.9	0.0		23.91	9.31	0.0	0.9%	1.50	11.40	69.03
Tangent Double Circuit Monopole	V-String	High Wind	56.2	56.1		26.67	22.16	3.9	3.3%	5.54	3.40	94.65
Tangent Double Circuit Monopole	V-String	At Rest	0.0	0.0	1100	27.72	0.00	0.0	0.0%	0.00	14.40	53.40
Tangent Double Circuit Monopole	V-String	NESC	22.9	0.0		28.15	10.96	0.0	1.0%	1.64	11.40	72.60
Tangent Double Circuit Monopole	V-String	High Wind	56.2	56.1		31.16	25.90	3.9	3.6%	6.19	3.40	103.43
Tangent Double Circuit Monopole	V-String	At Rest	0.0	0.0	1200	32.29	0.00	0.0	0.0%	0.00	14.40	53.40
Tangent Double Circuit Monopole	V-String	NESC	22.9	0.0		32.75	12.76	0.0	1.0%	1.77	11.40	76.45
Tangent Double Circuit Monopole	V-String	High Wind	56.2	56.1		35.98	29.90	3.9	4.0%	6.72	3.40	112.50
Tangent Double Circuit Monopole	V-String	At Rest	0.0	0.0	1300	35.2	0.00	0.0	0.0%	0.00	14.40	53.40
Tangent Double Circuit Monopole	V-String	NESC	22.9	0.0		35.73	13.92	0.0	1.1%	1.90	11.40	79.03
Tangent Double Circuit Monopole	V-String	High Wind	56.21	56.1		39.4	32.74	3.9	4.2%	7.2	3.4	119.14
Maximum Blowout Width:											120.00	



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Project Number: 24.02050

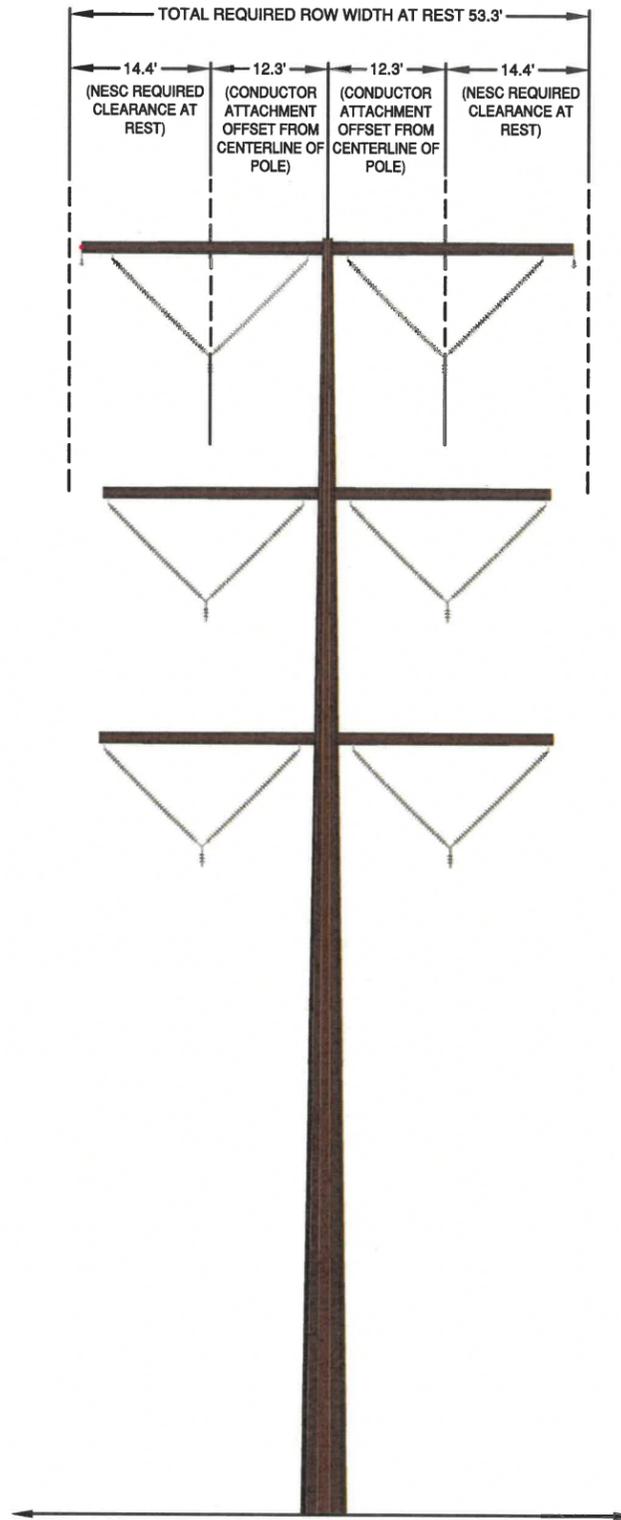
TRANSMISSION LINE
 BLOWOUT HORIZONTAL
 CLEARANCE CALCULATIONS

DRAWING NUMBER: BOL-TRN-ROW-BO-01-2
 REVISION: D

Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



PATTERN ENERGY GROUP
4225 EXECUTIVE SQUARE
LA JOLLA, CA 92037



SCALE: N.T.S.

STRUCTURE AND CONDUCTOR INFORMATION:

OPERATIONAL VOLTAGE = 345KV
 STRUCTURE TYPE = DOUBLE CIRCUIT STEEL MONOPOLE
 INSULATOR TYPE = V-STRING SUSPENSION INSULATOR
 MAXIMUM DESIGN SPAN = 1300FT
 CONDUCTOR TYPE = BUNDLED (2) 954KCMIL ACSR "CARDINAL"
 NESC RULE ANALYZED = 234B1A
 WEATHER CONDITION DISPLAYED = 0 PSF @ 60 DEG F



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Greenwood Village, Co 80111
Phone: 720.873.5700
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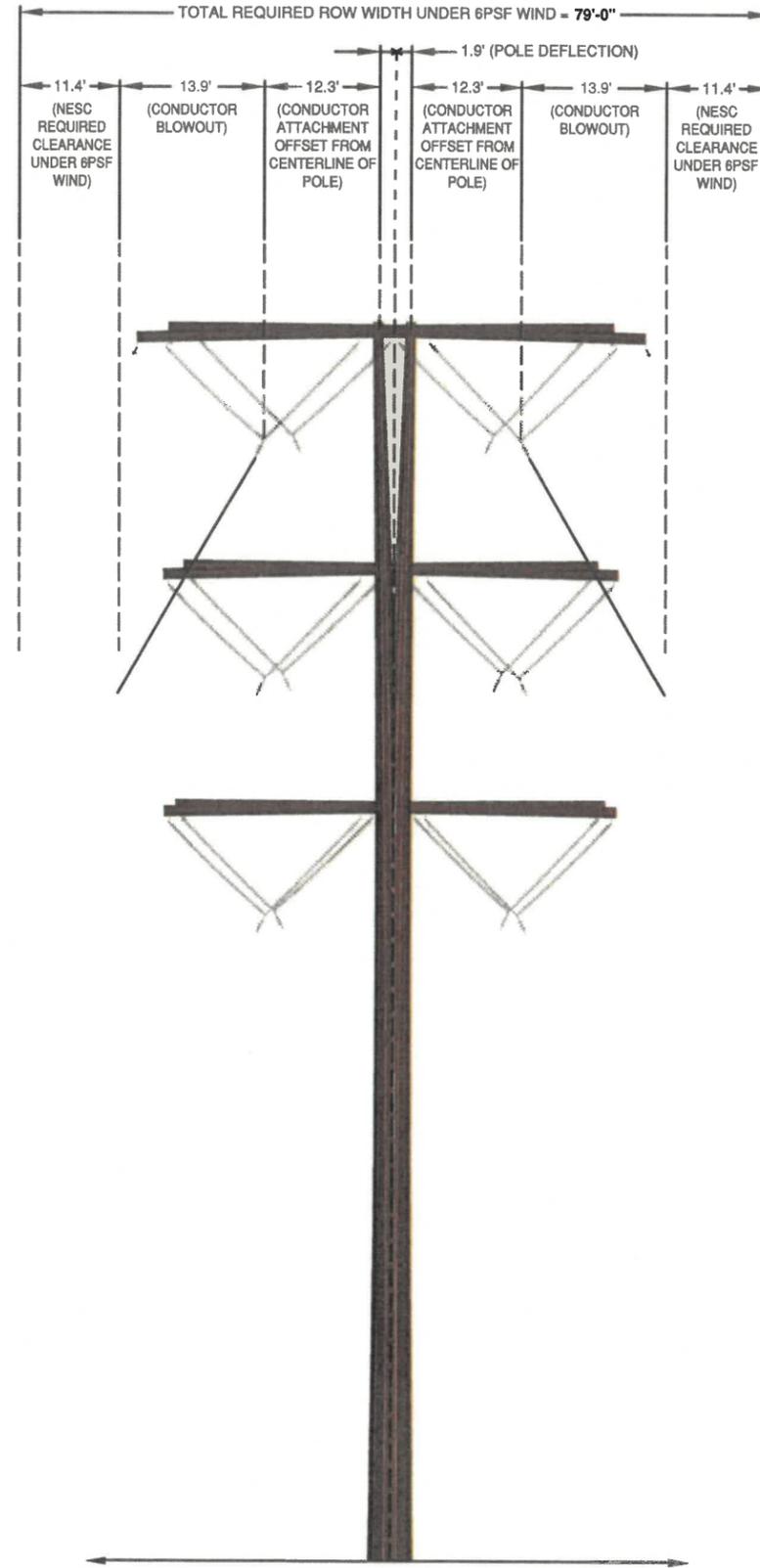
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Project Number: 24.02050

TRANSMISSION LINE
BLOWOUT (2) 954KCMIL
DOUBLE CIRCUIT
MONOPOLE TANGENT

DRAWING NUMBER: BOL-TRN-ROW-BO-02 REVISION: D

Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT T	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



SCALE: N.T.S.

STRUCTURE AND CONDUCTOR INFORMATION:

OPERATIONAL VOLTAGE = 345KV
 STRUCTURE TYPE = DOUBLE CIRCUIT STEEL MONOPOLE
 INSULATOR TYPE = V-STRING SUSPENSION INSULATOR
 MAXIMUM DESIGN SPAN = 1300FT
 CONDUCTOR TYPE = BUNDLED (2) 954KCMIL ACSR "CARDINAL"
 NESC RULE ANALYZED = 234B1B
 WEATHER CONDITION DISPLAYED = 6 PSF @ 60 DEG F



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Project Number: 24.02050

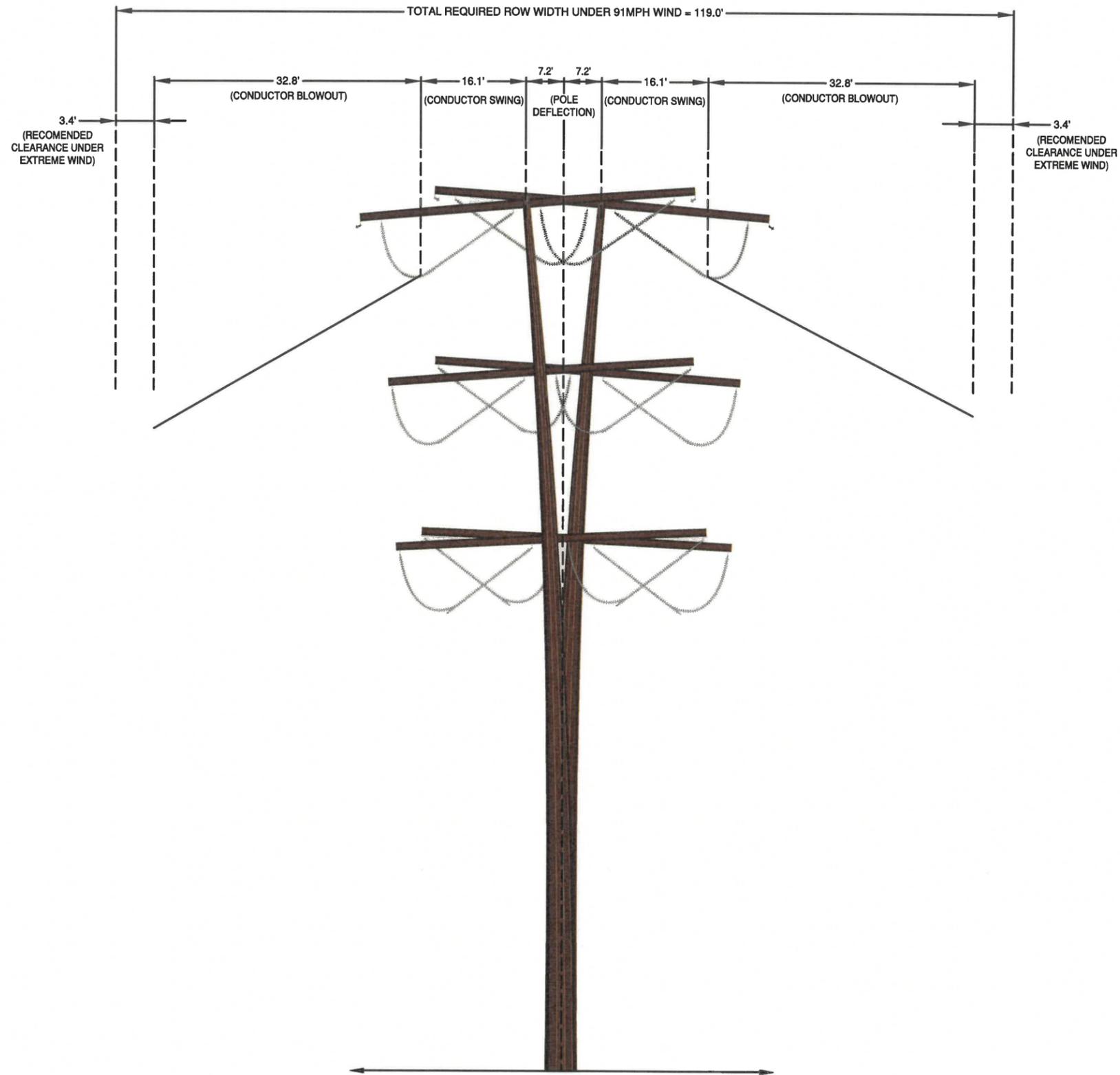
TRANSMISSION LINE
 BLOWOUT (2) 954KCMIL
 DOUBLE CIRCUIT
 MONOPOLE TANGENT

DRAWING NUMBER: BOL-TRN-ROW-BO-03 REVISION: D

Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT IT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



PATTERN ENERGY GROUP
4225 EXECUTIVE SQUARE
LA JOLLA, CA 92037



SCALE: N.T.S.

STRUCTURE AND CONDUCTOR INFORMATION:

OPERATIONAL VOLTAGE = 345KV
 STRUCTURE TYPE = DOUBLE CIRCUIT STEEL MONOPOLE
 INSULATOR TYPE = V-STRING SUSPENSION INSULATOR
 MAXIMUM DESIGN SPAN = 1300FT
 CONDUCTOR TYPE = BUNDLED (2) 1272KCMIL ACSR "PHEASANT"
 NESC RULE ANALYZED = 250C EXTREME WIND
 WEATHER CONDITION DISPLAYED = 91 MPH @ 60 DEG F



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Project Number: 24.02050

TRANSMISSION LINE
BLOWOUT (2) 1272KCMIL
DOUBLE CIRCUIT
MONOPOLE TANGENT

DRAWING NUMBER: BOL-TRN-ROW-BO-04 REVISION: D

BOLO TRANSMISSION PROJECT

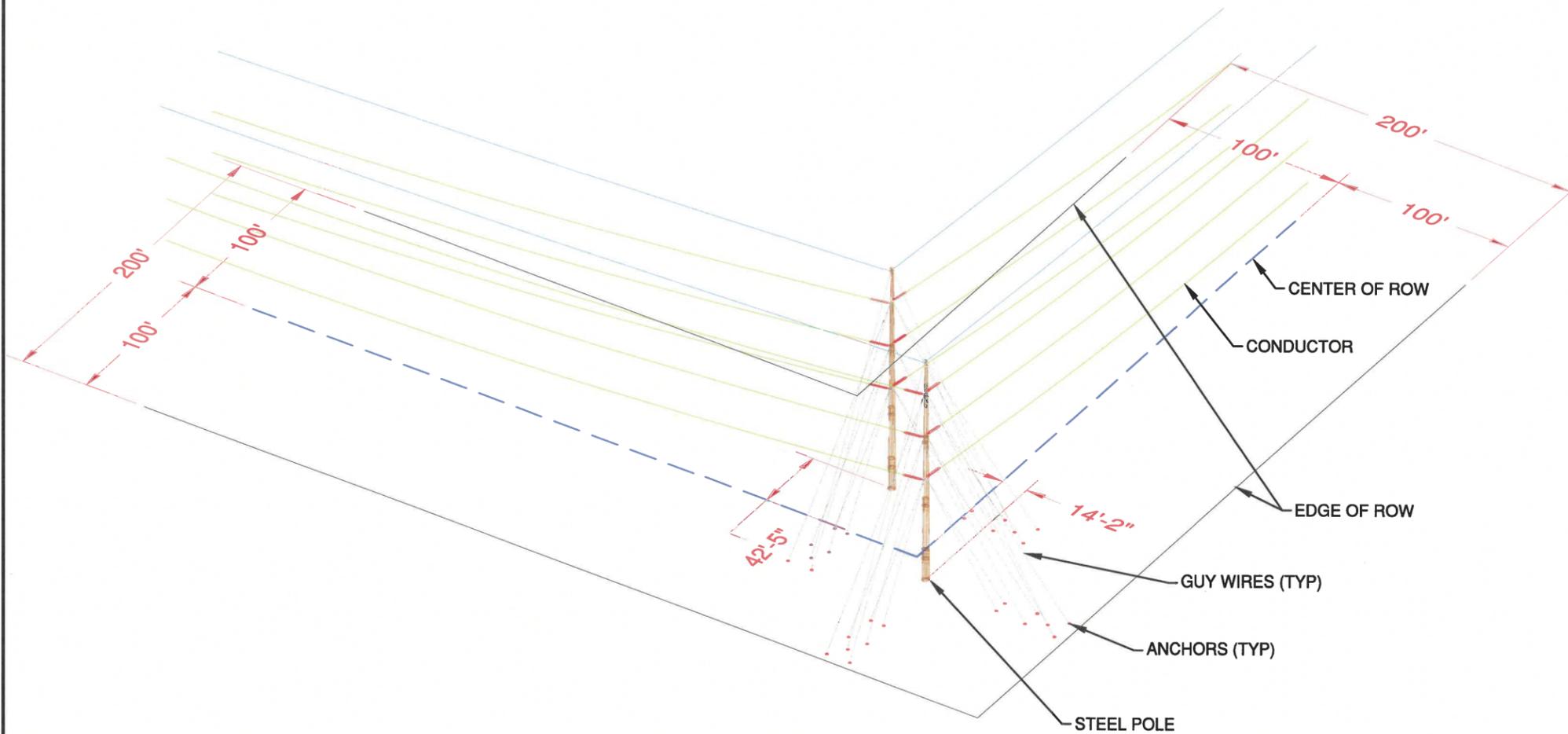
DEAD END GUYING FOOTPRINT DIAGRAMS



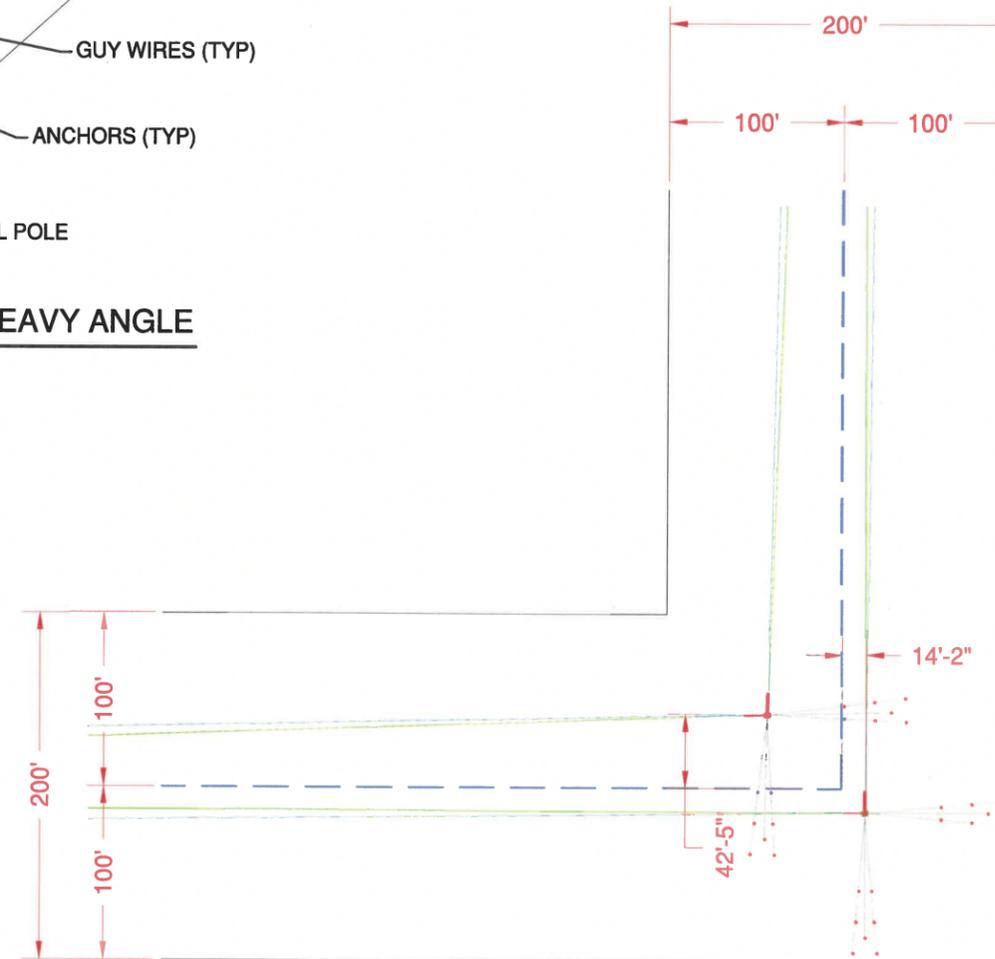
Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
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D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



PATTERN ENERGY GROUP
4225 EXECUTIVE SQUARE
LA JOLLA, CA 92037



ISOMETRIC VIEW OF DOUBLE CIRCUIT GUYED HEAVY ANGLE



PLAN VIEW OF DOUBLE CIRCUIT GUYED HEAVY ANGLE

STRUCTURE INFORMATION:

OPERATION NOMINAL VOLTAGE = 345KV
STRUCTURE TYPE = DOUBLE CIRCUIT (2) POLE GUYED HEAVY ANGLE DEADEND
INSULATOR TYPE = STRAIN INSULATORS
TYPICAL DESIGN SPAN = 800FT

A DOUBLE CIRCUIT (2) POLE GUYED HEAVY ANGLE DEADEND STRUCTURE USES GUY WIRES TO RESIST THE LATERAL LOADS THAT ARE APPLIED TO THE STRUCTURE FROM TENSIONED CONDUCTORS. THESE GUY WIRES EXTEND DOWN AT AN ANGLE FROM THE POLE STRUCTURE TO THE GROUND LINE. EACH GUY WIRE CONNECTS TO AN ANCHOR WHICH IS EMBEDDED INTO THE GROUND.

TO FIT THE "GUY WIRE FOOTPRINT" IN A 200FT ROW THE (2) POLE STRUCTURE IS OCCASIONALLY OFFSET TOWARD THE INSIDE EDGE OF THE ROW. PLEASE SEE THE DRAWINGS ABOVE AND TO THE RIGHT WHICH ILLUSTRATE THIS STRUCTURE/ROW GEOMETRY.

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Project Number: 24.02050

TRANSMISSION LINE
GUYING FOOTPRINT
DOUBLE CIRCUIT (2)
POLE GUYED TANGENT

DRAWING NUMBER: BOL-TRN-ROW-GF-01 REVISION: D

BOLO TRANSMISSION PROJECT

EMF AND AUDIBLE NOISE CALCULATIONS



AUDIBLE NOISE CALCULATION FOR A DOUBLE CIRCUIT MONOPOLE TANGENT STRUCTURE WITH (2) 954KCMIL CONDUCTORS PER PHASE
 PROJECT NAME: BOLO TRANSMISSION PROJECT
 ENGINEER: GREG PARENT

BOLO TRANSMISSION PROJECT

TORRANCE COUNTY, NEW MEXICO

Bundle	x-feet	y-feet	n cond	cond dia	spacing	I-n voltage (avg max)	phase	Kv/cm	line name	I voltage (rated)	I voltage (avg max)
1	12	75.75	2	1.196	18	204.9622	0	16.9989	WS A	345	355.005
2	12	51.75	2	1.196	18	204.9622	120	15.6194		345	355.005
3	12	27.75	2	1.196	18	204.9622	240	17.0646		345	355.005
4	-12	75.75	2	1.196	18	204.9622323	240	16.9989	ST A	345	355.005
5	-12	51.75	2	1.196	18	204.9622323	120	15.6194		345	355.005
6	-12	27.75	2	1.196	18	204.9622323	0	17.0646		345	355.005
7	24.25	86.58	1	0.6	0	0	0	5.8611	OPGW1	0	0
8	-24.25	86.58	1	0.6	0	0	0	5.8611		0	0
9								0.0000			
10								0.0000			
11								0.0000			
12								0.0000			
13								0.0000			
14								0.0000			
15								0.0000			
16								0.0000			
17								0.0000			
18								0.0000			
19								0.0000			
20								0.0000			
21								0.0000			
22								0.0000			
23								0.0000			
24								0.0000			
NPH=	8.00										

RoW Data
 Distance from X=0 to Left RoW edge -100.00
 Distance from X=0 to RoW center 0.00
 Width of RoW 200.00

Project Identifier Line Name No. 1 and Li

Audible Noise [dBA]
 at Left RoW Edge 54.942
 at Right RoW Edge 54.942

Max ANoise Value 60.2

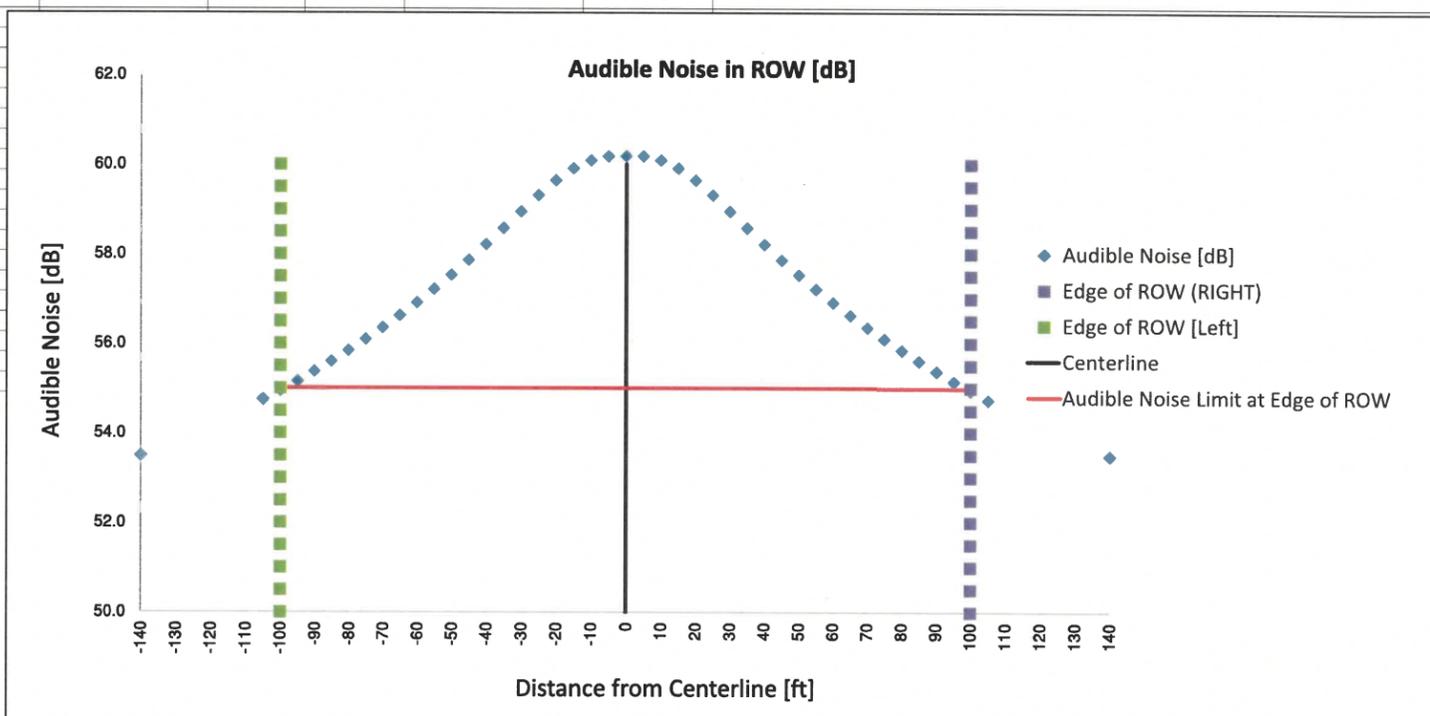
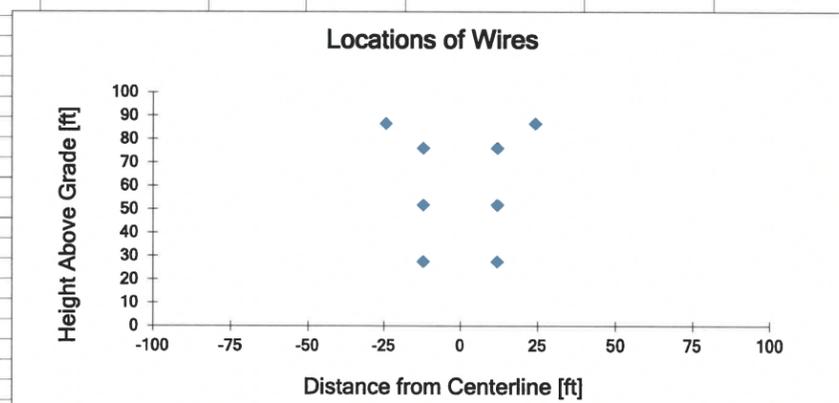
Max E Field times 1.1 66.201

Last row on sheet with data 120.00

Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



Dist	Vert	Calculated L50 rain	Coord on RoW Center : Dist
-200	5	51.85	-200.00
-180	5	52.34	-180.00
-160	5	52.88	-160.00
-140	5	53.49	-140.00
-105	5	54.74	-105.00
-100	5	54.94	-100.00
-95	5	55.15	-95.00
-90	5	55.37	-90.00
-85	5	55.60	-85.00
-80	5	55.84	-80.00
-75	5	56.09	-75.00
-70	5	56.35	-70.00
-65	5	56.62	-65.00
-60	5	56.91	-60.00
-55	5	57.20	-55.00
-50	5	57.52	-50.00
-45	5	57.85	-45.00
-40	5	58.20	-40.00
-35	5	58.56	-35.00
-30	5	58.93	-30.00
-25	5	59.29	-25.00
-20	5	59.62	-20.00
-15	5	59.89	-15.00
-10	5	60.07	-10.00
-5	5	60.16	-5.00
0	5	60.18	0.00
5	5	60.16	5.00
10	5	60.07	10.00
15	5	59.89	15.00
20	5	59.62	20.00
25	5	59.29	25.00
30	5	58.93	30.00
35	5	58.56	35.00
40	5	58.20	40.00
45	5	57.85	45.00
50	5	57.52	50.00
55	5	57.20	55.00
60	5	56.91	60.00
65	5	56.62	65.00
70	5	56.35	70.00
75	5	56.09	75.00
80	5	55.84	80.00
85	5	55.60	85.00
90	5	55.37	90.00
95	5	55.15	95.00
100	5	54.94	100.00
105	5	54.74	105.00
140	5	53.49	140.00
180	5	52.34	180.00
200	5	51.85	200.00
220	5	51.40	220.00
240	5	50.99	240.00
260	5	50.61	260.00
280	5	50.25	280.00



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 5575 DTC Parkway, Suite 200
 Greenwood Village, Co 80111
 Phone: 720.873.5700
 Fax: 720.873.5701
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Project Number: 24.02050

TRANSMISSION LINE
 AUDIBLE NOISE (2)
 954KCMIL DOUBLE CIRCUIT
 TANGENT

DRAWING NUMBER: BOL-TRN-ROW-AN-01
 REVISION: D

AUDIBLE NOISE CALCULATION FOR A DOUBLE CIRCUIT (2) POLE DEADEND STRUCTURE AT MIDSPAN WITH (2) 954KCMIL CONDUCTORS PER PHASE
 PROJECT NAME: BOLO TRANSMISSION PROJECT
 ENGINEER: GREG PARENT

BOLO TRANSMISSION PROJECT

TORRANCE COUNTY, NEW MEXICO

Bundle	x-feet	y-feet	n cond	cond dia	spacing	I-n voltage (avg max)	phase	Kv/cm	line name	I-voltage (rated)	I-voltage (avg max)
1	27.21	75.75	2	1.196	18	204.9622	0	16.4713	WS A	345	355.005
2	27.21	51.75	2	1.196	18	204.9622	120	16.1178		345	355.005
3	27.21	27.75	2	1.196	18	204.9622	240	16.4066		345	355.005
4	-13.08	75.75	2	1.196	18	204.9622323	240	16.4713	ST A	345	355.005
5	-13.08	51.75	2	1.196	18	204.9622323	120	16.1178		345	355.005
6	-13.08	27.75	2	1.196	18	204.9622323	0	16.4066		345	355.005
7	33.34	86.58	1	0.6	0	0	0	8.4072	OPGW1	0	0
8	-19.21	86.58	1	0.6	0	0	0	8.4072		0	0
9								0.0000			
10								0.0000			
11								0.0000			
12								0.0000			
13								0.0000			
14								0.0000			
15								0.0000			
16								0.0000			
17								0.0000			
18								0.0000			
19								0.0000			
20								0.0000			
21								0.0000			
22								0.0000			
23								0.0000			
24								0.0000			

RoW Data
 Distance from X=0 to Left RoW edge -100.00
 Distance from X=0 to RoW center 0.00
 Width of RoW 200.00

Project Identifier Line Name No. 1 and Li

Audible Noise [dBA]
 at Left RoW Edge 53.618
 at Right RoW Edge 54.217

Max ANoise Value 58.3

Max E Field times 1.1 64.129
 Last row on sheet with data 120.00

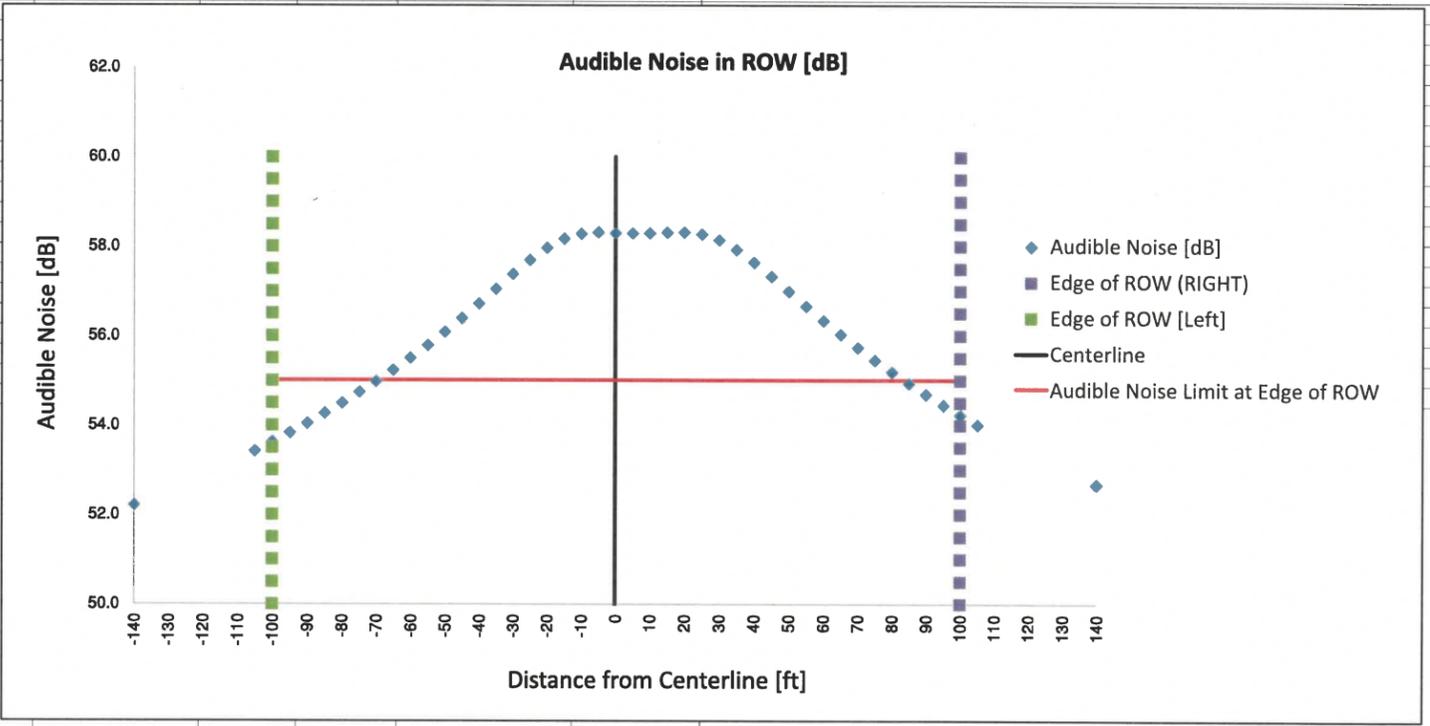
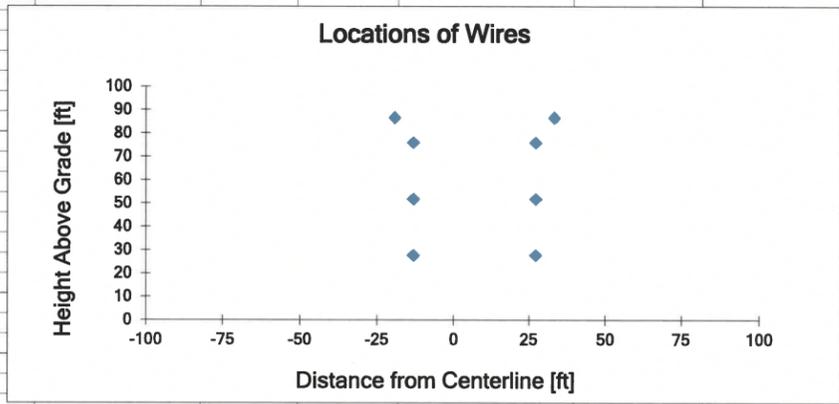
Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI



NPH= 8.00

Altitude ft= 7200

Dist	Vert	Calculated L50 rain	Coord on RoW Center : Dist
-200	5	50.61	-200.00
-180	5	51.09	-180.00
-160	5	51.62	-160.00
-140	5	52.20	-140.00
-105	5	53.42	-105.00
-100	5	53.62	-100.00
-95	5	53.82	-95.00
-90	5	54.04	-90.00
-85	5	54.26	-85.00
-80	5	54.49	-80.00
-75	5	54.72	-75.00
-70	5	54.97	-70.00
-65	5	55.23	-65.00
-60	5	55.50	-60.00
-55	5	55.79	-55.00
-50	5	56.08	-50.00
-45	5	56.39	-45.00
-40	5	56.71	-40.00
-35	5	57.04	-35.00
-30	5	57.37	-30.00
-25	5	57.68	-25.00
-20	5	57.96	-20.00
-15	5	58.16	-15.00
-10	5	58.27	-10.00
-5	5	58.30	-5.00
0	5	58.29	0.00
5	5	58.28	5.00
10	5	58.28	10.00
15	5	58.29	15.00
20	5	58.30	20.00
25	5	58.25	25.00
30	5	58.13	30.00
35	5	57.91	35.00
40	5	57.63	40.00
45	5	57.31	45.00
50	5	56.98	50.00
55	5	56.65	55.00
60	5	56.33	60.00
65	5	56.03	65.00
70	5	55.74	70.00
75	5	55.45	75.00
80	5	55.19	80.00
85	5	54.93	85.00
90	5	54.68	90.00
95	5	54.45	95.00
100	5	54.22	100.00
105	5	54.00	105.00
140	5	52.66	140.00
160	5	52.03	160.00
180	5	51.46	180.00
200	5	50.94	200.00
220	5	50.47	220.00
240	5	50.04	240.00
260	5	49.65	260.00
280	5	49.28	280.00
300	5	48.94	300.00



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Project Number: 24.02050

TRANSMISSION LINE
 AUDIBLE NOISE (2)
 954KCMIL DOUBLE CIRCUIT
 GUYED DEADEND

DRAWING NUMBER: BOL-TRN-ROW-AN-02 REVISION: D

AUDIBLE NOISE CALCULATION FOR A DOUBLE CIRCUIT (2) POLE DEADEND STRUCTURE AT STRUCTURE WITH (2) 954KCMIL CONDUCTORS PER PHASE
 PROJECT NAME: BOLO TRANSMISSION PROJECT
 ENGINEER: GREG PARENT

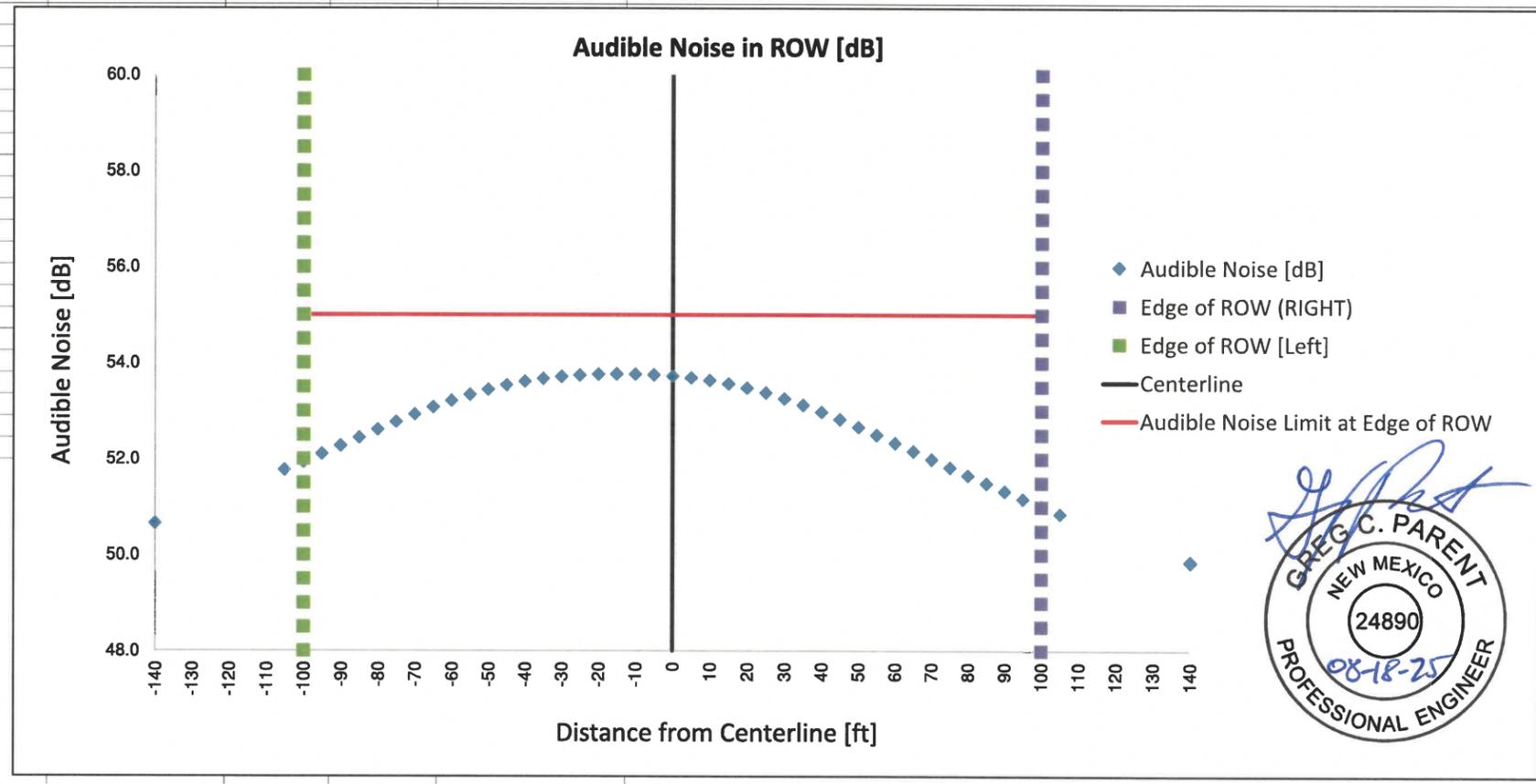
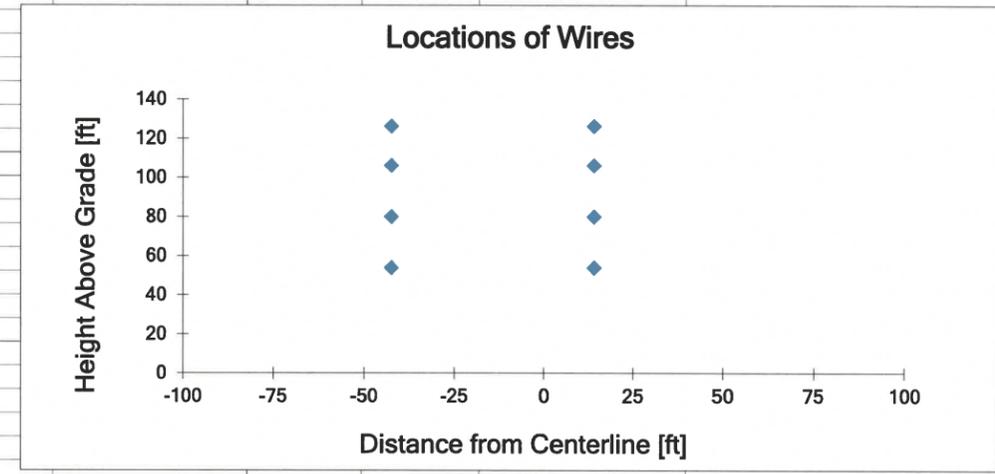
BOLO TRANSMISSION PROJECT

TORRANCE COUNTY, NEW MEXICO

Bundle	x-feet	y-feet	n cond	cond dia	spacing	I-n voltage (avg max)	phase	Kv/cm	line name	I-I voltage (rated)	I-I voltage (avg max)	RoW Data
1	-42.42	106	2	1.196	18	204.9622	0	15.6483	WS A	345	355.005	Distance from X=0 to Left RoW edge -100.00 Distance from X=0 to RoW center 0.00 Width of RoW 200.00
2	-42.42	80	2	1.196	18	204.9622	120	16.0655		345	355.005	
3	-42.42	54	2	1.196	18	204.9622	240	15.5195		345	355.005	
4	14.167	106	2	1.196	18	204.9622323	240	15.6483	ST A	345	355.005	Project Identifier Line Name No. 1 and Li
5	14.167	80	2	1.196	18	204.9622323	120	16.0655		345	355.005	
6	14.167	54	2	1.196	18	204.9622323	0	15.5195		345	355.005	
7	-42.42	126	1	0.6	0	0	0	6.0623	OPGW1	0	0	Audible Noise [dBA] at Left RoW Edge 51.936 at Right RoW Edge 51.014 Max ANoise Value 53.8
8	14.167	126	1	0.6	0	0	0	6.0623		0	0	
9								0.0000				
10								0.0000				
11								0.0000				
12								0.0000				

Dist	Vert	Calculated L50 rain	Coord on RoW Center : Dist
-200	5	49.06	-200.00
-180	5	49.55	-180.00
-160	5	50.08	-160.00
-140	5	50.65	-140.00
-105	5	51.77	-105.00
-100	5	51.94	-100.00
-95	5	52.11	-95.00
-90	5	52.27	-90.00
-85	5	52.44	-85.00
-80	5	52.61	-80.00
-75	5	52.77	-75.00
-70	5	52.92	-70.00
-65	5	53.07	-65.00
-60	5	53.21	-60.00
-55	5	53.33	-55.00
-50	5	53.44	-50.00
-45	5	53.54	-45.00
-40	5	53.61	-40.00
-35	5	53.67	-35.00
-30	5	53.71	-30.00
-25	5	53.74	-25.00
-20	5	53.76	-20.00
-15	5	53.76	-15.00
-10	5	53.76	-10.00
-5	5	53.75	-5.00
0	5	53.72	0.00
5	5	53.69	5.00
10	5	53.63	10.00
15	5	53.56	15.00
20	5	53.48	20.00
25	5	53.37	25.00
30	5	53.25	30.00
35	5	53.12	35.00
40	5	52.98	40.00
45	5	52.82	45.00
50	5	52.66	50.00
55	5	52.50	55.00
60	5	52.33	60.00
65	5	52.16	65.00
70	5	52.00	70.00
75	5	51.83	75.00
80	5	51.66	80.00
85	5	51.49	85.00
90	5	51.33	90.00
95	5	51.17	95.00
100	5	51.01	100.00
105	5	50.86	105.00
140	5	49.85	140.00
160	5	49.34	160.00
180	5	48.87	180.00
200	5	48.44	200.00
220	5	48.03	220.00
240	5	47.65	240.00
260	5	47.30	260.00
280	5	46.97	280.00

Altitude ft= 7200



Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
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Project Number: 24.02050

TRANSMISSION LINE
 AUDIBLE NOISE (2)
 954KCMIL DOUBLE CIRCUIT
 GUYED DEADEND

DRAWING NUMBER: BOL-TRN-ROW-AN-03 REVISION: D

AUDIBLE NOISE, ELECTRIC FIELD AND MAGNETIC FLUX DENSITY RESULT SUMMARY PER STRUCTURE TYPE
 PROJECT NAME: BOLO TRANSMISSION PROJECT
 ENGINEER: GREG PARENT

BOLO TRANSMISSION PROJECT

TORRANCE COUNTY, NEW MEXICO

Rev.	Date	Description	By
A	06-18-2025	PRC TESTIMONY EXHIBIT	UEI
B	07-07-2025	PRC TESTIMONY EXHIBIT	UEI
C	07-31-2025	PRC TESTIMONY EXHIBIT	UEI
D	08-18-2025	PRC TESTIMONY EXHIBIT	UEI

Audible Noise and EMF Calculations			Audible Noise			Electric Field			Magnetic Flux Density		
Corona Wind Project - GenTie			Left ROW [dB]	Max [dB]	Right ROW [dB]	Left ROW [kV/m]	Max [kV/m]	Left ROW [kV/m]	Left ROW [mGauss]	Max [mGauss]	Left ROW [mGauss]
Engineer: GCP	Date: 6/18/2025		Audible Noise and EMF Limits								
Structure Type	Conductor Type per Phase	Proposed ROW Width	55*	NA	55*	5**	10**	5**	9000***	9000***	9000***
345kV Double Circuit Monopole Tangent at midspan	(2) 954kcmil ACSR "CARDINAL"	200	54.9	60.2	54.9	0.1	5.6	0.1	14.1	323.0	23.5
345kV Double Circuit (2) Pole Deadend at midspan	(2) 954kcmil ACSR "CARDINAL"	200	53.6	58.3	54.2	0.1	6.5	0.1	22.7	385.1	43.9
345kV Double Circuit (2) Pole Deadend at Structure	(2) 954kcmil ACSR "CARDINAL"	200	51.9	53.8	51.0	0.6	2.2	0.2	49.9	136.6	23.1

NOTES:
 * EPA - Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety
 ** IEEE C95-6 - Table 4
 *** ICNIRP Figure 1

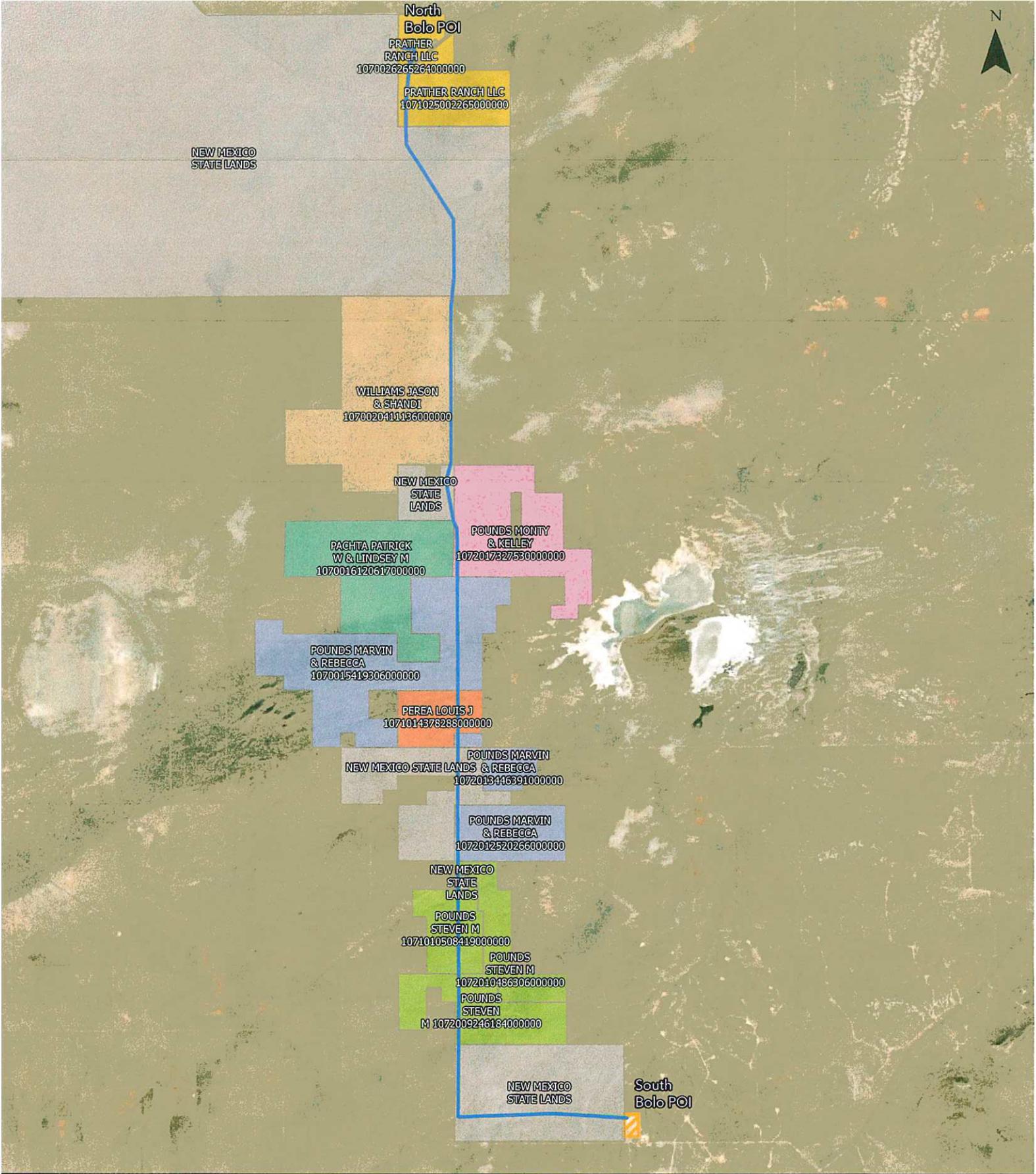


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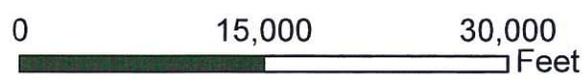
TRANSMISSION LINE
 EMF SUMMARY
 CALUCULATIONS

DRAWING NUMBER: BOL-TRN-ROW-AN-04 REVISION: D



-  Bolso Centerline
-  200 ft ROW
-  Switchyard

Bolso Transmission
 Torrance County, New Mexico
 Revised Exhibit JT-1



BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE APPLICATION FOR THE)
RIGHT-OF-WAY WIDTH APPROVAL OF THE BOLO)
TRANSMISSION PROJECT PURSUANT TO THE)
PUBLIC UTILITY ACT, NMSA 1978, §62-9- 3.2)

Case No. 25-00056-UT

BOLO TRANSMISSION LLC)
APPLICANT.)

AFFIDAVIT OF JEREMY TURNER—REVISED EXHIBIT JT-1

THE STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

Jeremy Turner hereby deposes and states under oath that the foregoing Revised Exhibit JT-1 was prepared under my direct supervision and is true and accurate based on my personal knowledge.

Jeremy Turner
Jeremy Turner

SUBSCRIBED AND SWORN TO BEFORE ME. notary public. on this the 16th day of September 2025.

My Commission expires: 12-6-2026 Notary Public, State of: New Mexico

Angela Gonzales



