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October 7, 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 (“Bolo”), we enclose for filing via email with the New Mexico Public Regulation Commission Bolo’s ***Unopposed Motion to Supplement and Update Record, with accompanying exhibits, and the Supplemental Testimony of Gregory Parent*** in the above-referenced matter.

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

Respectfully submitted,

VIRTUE & NAJJAR, PC

/s/ Daniel A. Najjar
Daniel A. Najjar
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Attorneys for Bolo Transmission LLC

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)
BOLO TRANSMISSION LLC)
APPLICANT.)
_____)

Case No. 25-00056-UT

UNOPPOSED MOTION TO SUPPLEMENT AND UPDATE RECORD

Bolo Transmission LLC, a limited liability company, organized and in good standing under the laws of the State of Delaware (“Applicant”) moves the New Mexico Public Regulation Commission (“Commission”) for permission to supplement and update the record in this proceeding to reflect changes in the route of the proposed project which is the subject of this proceeding (“Bolo Project”). In support of this Motion, the Applicant states as follows:

1. The Applicant is an indirectly held subsidiary of Pattern Energy Group 2 LP, together with Pattern Energy Group LP, referred to herein as “Pattern Energy”.
2. Pattern Energy has developed, constructed and operates numerous renewable energy wind projects within the State of New Mexico. Each of these generation projects have been reviewed and approved by the Commission pursuant to NMSA 1978 §62-9-3.
3. Pattern Energy now proposes to expand the transmission capacity in New Mexico by constructing the Bolo Project. The Project has acquired private land property rights to allow for

a double circuit 345kV connection between the Western Spirit Switchyard on the PNM transmission network and the Pete Heinrich Switchyard built in conjunction with the SunZia Transmission Project. The Project is intended to facilitate one double circuit 345kV interconnection with an initial capacity capability between 800 - 2,000 MW depending on the outcome of ongoing technical studies. The Project will allow for an interconnection of two currently independent electric transmission systems, thereby providing greater interregional connectivity. The SunZia Transmission Project has been granted Subscriber Participating Transmission Owner authority by the California Independent System Operator (CAISO) and will be managed as part of that system's operations. As utilities in New Mexico become part of broader market territories, the Bolo Project will allow for New Mexico to have an additional point of electrical interconnection within these day-ahead markets.

4. Applicant has previously filed copies of the landowners' agreements from the private lands over which the Project will be constructed. Included in this filing was the agreement for right-of-way with the Louis J. Perea Trust ("Trust"). Subsequent to this filing, Louis Perea, Trustee of the Trust requested that the proposed transmission line not cross over his lands.

5. Despite having a legally binding agreement with the Perea Trust, the Applicant decided to adjust the route of the proposed Project to avoid the lands of the Trust. The adjusted route simply adds more right of way on the property of an adjacent landowner, Marvin and Rebecca Pounds ("Pounds"), who have already agreed to grant right-of-way for the Project. No new landowners are involved or required for the adjusted route of the Project. A copy of the new right-of-way agreement with the Pounds is attached to this Motion as Exhibit 1, as well as a map of the revised route, attached as Exhibit 2.

6. The revised route of the Project does not affect the Applicant's request for approval

of a right-of-way width of 200 feet, which is the subject of this proceeding. The location of the proposed transmission line is not before the Commission. Notwithstanding this fact, the Applicant is submitting herewith the supplemental testimony of its consulting engineer, Greg Parent, attesting to the fact that the revised route does not alter the need for the 200-foot right-of-way width.

7. Applicant submits that the notice previously given to the public and the participating landowners is adequate and does not need to be republished. There are no new landowners added to the route. The only change will be that additional right-of-way will be required from the Pounds, who are already participants and from the New Mexico State Land Office. No other person is affected by this revision. Additionally, there are no intervenors in this proceeding.

8. Applicant further asserts that the schedule established in the Hearing Examiners' Procedural Order, dated August 29, 2025, does not need to be changed. The issue before the Commission remains the same—whether a 200 foot right-of-way is required for the Project. The adjustment to the route has not added any landowner who was not previously part of the route and has already received notice of the Application. No other person is adversely affected by this change.

9. Applicant has discussed this issue with the New Mexico Public Regulation Commission Staff and the Staff does not oppose the granting of this Motion.

WHEREFORE, for the reasons set forth, the Applicant respectfully requests that the Hearing Examiners issue an Order granting the Motion and allowing the Applicant to supplement the record in this proceeding with supplemental testimony of Greg Parent, a revised map of the Project route and the revised right-of-way agreement of the Pounds.

Respectfully submitted,

VIRTUE & NAJJAR, PC

/s/ Daniel A. Najjar

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Jared D. Najjar

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Attorneys for Bolo Transmission LLC

EXHIBIT 1

TORRANCE COUNTY
SYLVIA CHAVEZ, COUNTY CLERK
2252843
Book 362 Page 1454
1 of 5
10/02/2025 12:00:28 PM
BY MACKENZIE



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Pattern Energy Wind Development LLC
888 Westheimer Road, Suite 350
Houston, Texas 77006
Attn: Real Estate Legal Dept.

MEMORANDUM OF FIRST AMENDMENT TO AGREEMENT AND OPTION TO PURCHASE EASEMENTS

This Memorandum of First Amendment to Agreement and Option to Purchase Easements (the "First Amendment Memorandum") is a memorandum of the First Amendment to Agreement and Option to Purchase Easement (the "First Amendment") dated October 2, 2025, between Marvin Pounds and Rebecca Pounds, husband and wife as joint tenants ("Owner"), whose address is P.O. Box 30, Corrales, NM 88298 and Pattern Energy Wind Development LLC, a Delaware limited liability company ("Pattern"), whose address is 1088 Sansome Street, San Francisco, California 94111.

RECITALS

WHEREAS, Owner and Pattern entered into that certain Agreement and Option to Purchase Easements (the "Option") dated to be effective as of June 6, 2024, as evidenced by that certain Memorandum of Agreement and Option to Purchase Easements dated of even date therein, and recorded on June 10, 2024, at Book 358, Page 1321, Instrument No. 2241388, in the Official Public Records of Torrance County, New Mexico (the "Memorandum," together with the Option, the "Agreement").

WHEREAS, Owner and Pattern wish to provide record notice of the First Amendment which added the legal description of additional real property to Exhibit A of the Agreement as described therein and below.

AGREEMENT

1. Capitalized Terms. Each capitalized term used in this First Amendment Memorandum but not defined herein shall have the same meaning given to such term in the Agreement.
2. Replacement of Exhibit A. Exhibit A attached to the Memorandum is hereby replaced by Exhibit A attached hereto.
3. Full Force and Effect. Except for the specific provisions, terms and conditions in the Option Agreement that are amended by this First Amendment, all other provisions, terms and conditions

in the Option shall remain in full force and effect. Notwithstanding the foregoing, in the event of any conflict between said Option and this First Amendment, the provisions, terms and conditions contained in this First Amendment shall control. Owner and Company hereby ratify and affirm the Option, as amended by this First Amendment.

4. Governing Law. This First Amendment shall be governed by and construed in accordance with the Laws of the State of New Mexico, without regard to conflicts of law principles.

5. Legal Review. Each of Owner and Pattern acknowledges that it has been afforded sufficient time to review and to understand the terms and effects of this First Amendment and to submit it to legal counsel of its choosing for review and advice. Each of Owner and Company represents that the terms and conditions contained in this First Amendment are made voluntarily, knowingly and without duress.

6. Counterparts. This First Amendment may be executed in two or more counterparts, all of which, when taken together, shall be deemed to be one and the same instrument and each of which shall be deemed an original.

7. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of Owner and its respective heirs, executors, estates, legal and personal representatives, successor trustees, successors and assigns, and Company and its successors and assigns.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Owner and Pattern have executed this First Amendment to be effective as of the Effective Date.

OWNER:

Marvin Pounds

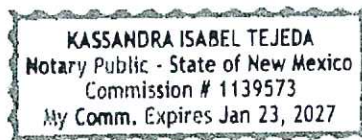
Marvin Pounds

STATE OF New Mexico

COUNTY OF Torrance

The foregoing instrument was acknowledged before me this 30 day of September, 2025, by Marvin Pounds.

[SEAL]



Kassandra Tejada
Notary Public for the State of New Mexico
My commission expires on Jan. 23, 2027

OWNER:

Rebecca Pounds

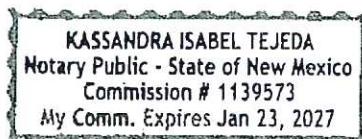
Rebecca Pounds

STATE OF New Mexico

COUNTY OF Torrance

The foregoing instrument was acknowledged before me this 30 day of September, 2025, by Rebecca Pounds.

[SEAL]



Kassandra Tejada
Notary Public for the State of New Mexico
My commission expires on Jan. 23, 2027

COMPANY:

PATTERN ENERGY WIND
DEVELOPMENT LLC,
a Delaware limited liability company

By: [Signature]
Name: Blake Rasmussen
Title: Authorized Signatory Vice President

STATE OF California

COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 2nd day of October
2025, by Blake Rasmussen as Vice President of PATTERN ENERGY
WIND DEVELOPMENT LLC, a Delaware limited liability company, in the capacity therein stated and
as act and deed of said limited liability company.

[SEAL]

[Signature]
Notary Public for the State of California
My commission expires on Mar 13, 2027



EXHIBIT A
TO FIRST AMENDMENT TO MEMORANDUM
DESCRIPTION OF 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

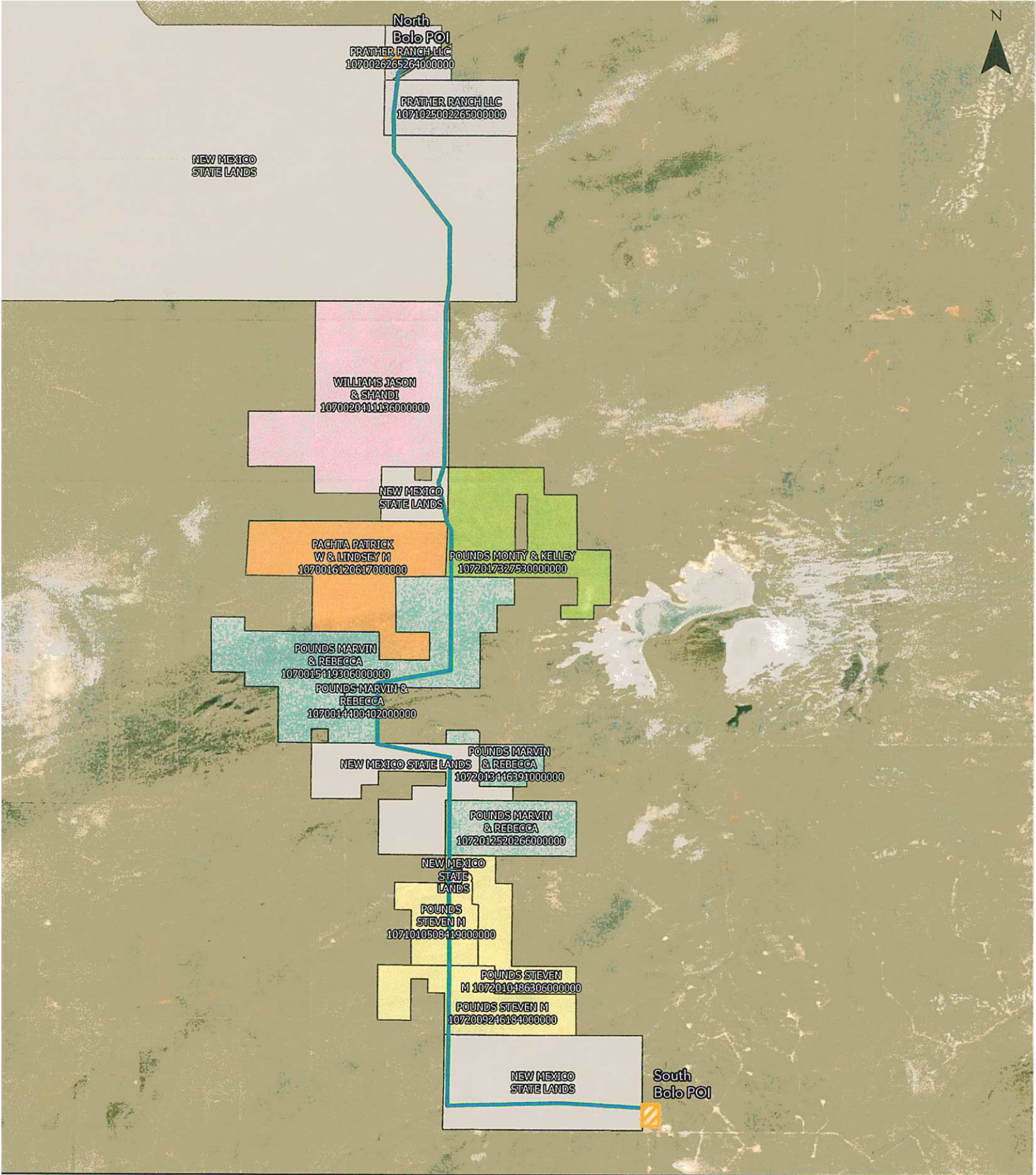
Section 6: ALL

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, NE/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

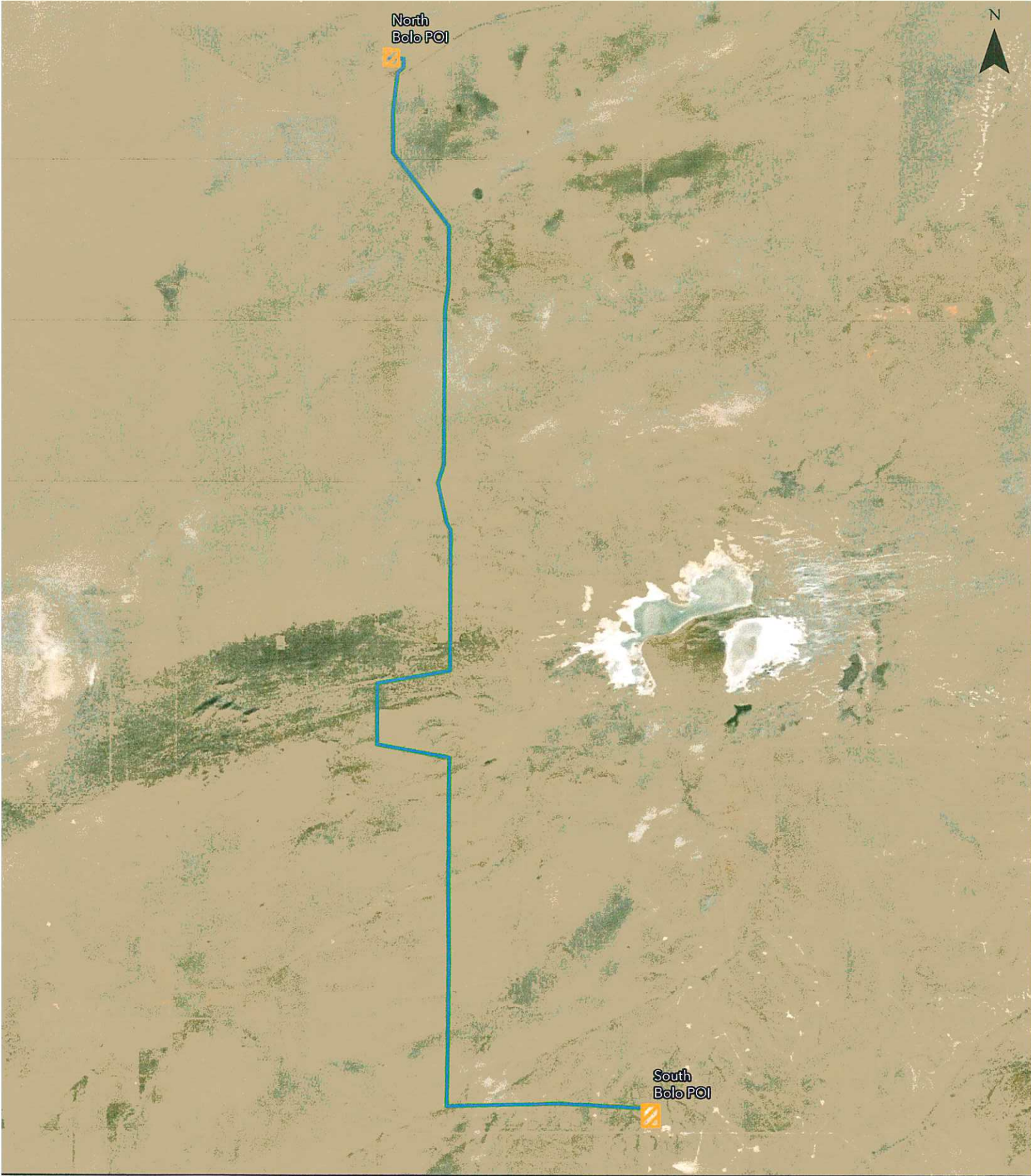
Section 18: W/2; NE/4
Section 31: NW/4; NW/4SW/4



- Bolo Centerline
- 200 ft ROW
- Switchyard

Bolo Transmission
Torrance County, New Mexico
EXHIBIT 2





- Bolo Centerline
- 200 ft ROW
- Switchyard

Bolo Transmission
Torrance County, New Mexico
EXHIBIT 2



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)

BOLO TRANSMISSION LLC)

APPLICANT.)
)
)
)

Case No. 25-00056-UT

SUPPLEMENTAL TESTIMONY

OF

GREGORY PARENT

1 **Q PLEASE STATE YOUR NAME.**

2 A. Greg Parent, P.E., S.E., P.Eng. The P.E. stands for licensed Professional Engineer and the
3 S.E. stands for licensed Structural Engineer.

4 **Q. BY WHOM AND IN WHAT CAPACITY ARE YOU EMPLOYED?**

5 A. I am employed by Ulteig Engineers, Inc. as a Principal Engineer in the Transmission and
6 Distribution Department. My business address is 5575 DTC Parkway, Suite 200,
7 Greenwood Village, CO 80111.

8 **Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN THIS PROCEEDING?**

9 A. Yes. I have submitted testimony and exhibits in support of the Applicant's request for a
10 200-foot right-of-way width. I believe that this is the appropriate width for all the reasons
11 stated in my testimony.

12 **Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY IN THIS**
13 **PROCEEDING?**

14 A. I am providing supplemental testimony on behalf of the Applicant in this proceeding
15 regarding a change in the route of the proposed Bolo Transmission Project ("Project").

16 **Q. PLEASE ELABORATE ON THE PURPOSE OF YOUR SUPPLEMENTAL**
17 **TESTIMONY.**

18 A. I am aware that one landowner, Louis Perea, who previously had agreed to allow the
19 Project to cross his land has subsequently changed his position. He no longer wants to
20 participate. The result is that the Applicant has now revised its route for the Project to
21 bypass the lands of Mr. Perea and instead add more right-of-way to the lands owned by the
22 Pounds, who are already participants.

1 **Q. HAVE YOU HAD THE OPPORTUNITY TO REVIEW THE REVISED ROUTE OF**
2 **THE PROJECT?**

3 **A. Yes.** I have now reviewed a map of the revised route for the Project and am familiar with
4 the route.

5 **Q. BASED UPON YOUR REVIEW OF THE REVISED ROUTE DO STILL BELIEVE**
6 **THAT A 200-FOOT RIGHT-OF-WAY WIDTH IS REQUIRED FOR THE**
7 **PROJECT?**

8 **A. Yes.** The revision in the route has not changed my conclusion. Based upon the similarity
9 of the revised route to the initially proposed route, I would apply the same analysis, and I
10 have reached the same conclusion. A 200-foot right-of-way is my recommendation for the
11 Project for the reasons I have previously outlined in my earlier testimony.

12 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

13 **A. Yes.**

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

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

BOLO TRANSMISSION LLC)

APPLICANT.)
)
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)
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)

Case No. 25-00056-UT



AFFIDAVIT OF GREGORY PARENT

THE STATE OF Colorado)
COUNTY OF Grand)

Gregory Parent hereby deposes and states under oath that the foregoing Supplemental Testimony of Gregory Parent was prepared under my direct supervision and the statements therein are true and accurate based on my personal knowledge.

SUBSCRIBED AND SWORN TO BEFORE ME, notary public, on this the 7 day of ^{ADK} 10/25 October 2025.

My Commission expires: 05/14/29 Notary Public, State of: Colorado



ALANA DANTAS KAISER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254017927
MY COMMISSION EXPIRES 05/14/2029

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,	)	Case No. 25-00056-UT
NMSA 1978, §62-9- 3.2	)	
	)	
BOLO TRANSMISSION LLC	)	
	))	
<u>APPLICANT.</u>	)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing *Unopposed Motion to Supplement and Update Record, with accompanying exhibits, and the Supplemental Testimony of Gregory Parent* was sent via email on this 7th day of October 2025 to the individuals listed below:

Bolo Transmission LLC

Daniel A. Najjar

DNajjar@virtuelaw.com;

Jared D. Najjar

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Ana Kippenbrock, Paralegal

Ana.Kippenbrock@prc.nm.gov;

DATED this 7th day of October 2025.

Respectfully submitted,

VIRTUE & NAJJAR, PC

/s/ Daniel A. Najjar

Daniel A. Najjar

Jared D. Najjar

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Attorneys for Bolo Transmission LLC