

PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)

MT# P15103
A# 00007695
O# 004298

THIS EASEMENT made this 25 day of June, 2025 by and between

CDR Holdings LLC, a New Mexico limited liability company

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and facilities for fiber optics and other communication purposes. Such facilities may include (but are not limited to) lines, cables, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in Bernalillo County, New Mexico, and is more particularly described as follows, to wit:

PNM MT# P15103

A CERTAIN TRACT OF LAND BEING A PNM EASEMENT LOCATED WITHIN LOT NUMBERED ONE-A (1-A) OF THE PLAT OF LOTS 1A, 2A1 AND 2B1, BLACK RANCH, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MAY 5, 1995 IN PLAT BOOK 95C, PAGE 164, SAID PNM EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PNM EASEMENT, WHENCE THE SOUTHWEST CORNER OF SAID LOT 1-A, BEARS N. 57 DEGREES 13'53" W., A DISTANCE OF 76.36 FEET, RUNNING THENCE AS A PNM EASEMENT N. 32 DEGREES 46'07" E., A DISTANCE OF 14.33 FEET TO THE NORTHWEST CORNER; THENCE S. 57 DEGREES 13'53" E., A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER; THENCE S. 32 DEGREES 46'07" W., A DISTANCE OF 14.33 FEET TO THE SOUTHEAST CORNER; THENCE N. 57 DEGREES 13'53" W., A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER AND PLACE OF BEGINNING.

Said easement is ten (10) feet wide, being five (5) feet on each side of the electrical power line to be installed on the property described above. For the transformer site, the easement extends to ten (10) feet wide in front of the transformer door and five (5) feet wide on each side of the transformer, as installed on the property described above.

All as generally shown on the drawing attached hereto and made a part hereof as EXHIBIT "A".

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, **provided** that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantor.

WITNESS hand this 25 day of JUNE, 2025
Charles Nguyen (SIGNATURE) Demi Nguyen (SIGNATURE)

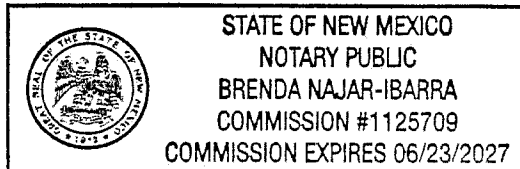
ACKNOWLEDGMENT

STATE OF
COUNTY OF

This instrument was acknowledged before me on June 25, 2025

By Charles Nguyen and Demi Nguyen

My commission expires: 06/23/2027
(Seal)



FOR RECORDER'S USE ONLY

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on

_____, 20____.

By _____
(Name of Officer) (Title of Officer)

of _____,

(Corporation Acknowledgment)

a _____ corporation, on behalf of said corporation.

(State of Incorporation)

Said officer hereby acknowledges that s/he is the duly authorized signatory for said corporation.

My commission expires: _____
(Seal)

Notary Public

PNM
REFERENCE
NUMBER

PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)

MT# P15103
A# 007773
O# 004298

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CDR Holdings LLC, a New Mexico limited liability company

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and facilities for fiber optics and other communication purposes. Such facilities may include (but are not limited to) lines, cables, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in Bernalillo County, New Mexico, and is more particularly described as follows, to wit:

PNM MT# P15103

A CERTAIN TRACT OF LAND BEING A PNM EASEMENT LOCATED WITHIN TRACT NUMBERED THIRTEEN-A (13-A) OF THE PLAT OF TRACTS 13-A, 13-B AND 13-C,L BLACK RANCH, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON DECEMBER 29, 2004 IN PLAT BOOK 2004C, PAGE 400, SAID PNM EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PNM EASEMENT, BEING A POINT ON THE EASTERLY LINE OF COORS BOULEVARD, AND BEING THE NORTHWEST CORNER OF SAID TRACT 13-A, RUNNING THENCE AS AN EASEMENT S. 57 DEG. 13'53" E., ALONG THE NORTH LINE OF SAID TRACT 13-A, A DISTANCE OF 98.00 FEET TO THE NORTHEAST CORNER; THENCE S. 32 DEG. 46'07" W., A DISTANCE OF 22.00 FEET TO THE SOUTHEAST CORNER; THENCE N. 57 DEG. 13'53" W., A DISTANCE OF 27.50 FEET TO AN ANGLE POINT; THENCE N. 32 DEG. 46'07" E., A DISTANCE OF 12.00 FEET TO AN ANGLE POINT; THENCE N. 57 DEG. 13' 53" W., A DISTANCE OF 70.53 FEET TO THE SOUTHWEST CORNER, BEING A POINT ON THE EASTERLY LINE OF COORS BOULEVARD; THENCE N. 32 DEG. 57'15" E., ALONG THE EASTERLY LINE OF COORS BOULEVARD, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER AND PLACE OF BEGINNING.

Said easement is ten (10) feet wide, being five (5) feet on each side of the electrical power line to be installed on the property described above. For the transformer site, the easement extends to ten (10) feet wide in front of the transformer door and five (5) feet wide on each side of the transformer, as installed on the property described above.

All as generally shown on the drawing attached hereto and made a part hereof as EXHIBIT "A".

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, **provided** that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantor.

WITNESS Charles Nguyen hand this 25 day of June, 2025
(SIGNATURE) Demi Nguyen (SIGNATURE)

ACKNOWLEDGMENT

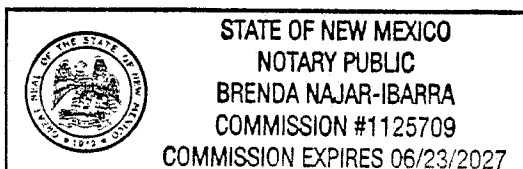
STATE OF
COUNTY OF

This instrument was acknowledged before me on June 25th, 2025

By Charles Nguyen and Demi Nguyen

My commission expires: 06/23/2027

(Seal)



FOR RECORDER'S USE ONLY

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF

COUNTY OF

This instrument was acknowledged before me on

_____, 20_____.

By _____

(Name of Officer) (Title of Officer)

of _____

(Corporation Acknowledgment)

a _____ corporation, on behalf of said corporation.

(State of Incorporation)

Said officer hereby acknowledges that s/he is the duly authorized signatory for said corporation.

My commission expires: _____

(Seal)

Notary Public

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REFERENCE
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