

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Circle K Stores Inc.  
19500 Bulverde Road, Suite 100  
San Antonio, TX 78259  
Attn: James W. Hollis, Jr., Head of Legal Affairs – Real Estate  
Telephone: (210) 692-2619

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**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “*Agreement*”) is entered into this 22 day of April, 2024 (the “*Effective Date*”), by and between RANCHO VISTA MOBILE HOME PARK LLC, a New Mexico limited liability company (“*Owner*”), and CIRCLE K STORES INC., a Texas corporation (“*Grantee*”). Owner and Grantee shall also be referred to hereinafter individually as a “*Party*,” and collectively as the “*Parties*.”

**RECITALS**

A. Owner is the owner of certain real property located in Bernalillo County, New Mexico, being more particularly described in Exhibit A attached hereto (the “*Owner’s Property*”).

B. Grantee is the ground lessee of certain real property adjacent to Owner’s Property, located in Bernalillo County, New Mexico, being more particularly described in Exhibit B attached hereto (“*Grantee’s Property*”).

C. Grantee’s Property is the beneficiary of that certain access easement depicted on Exhibit C attached hereto (the “*Access Easement*”).

D. Grantee requires, and Owner has agreed to grant, a temporary construction easement over and across that portion of Owner’s Property comprising a twenty-foot (20’) radius of the Owner’s Property surrounding the Access Easement (the “*Easement Area*”), subject to the terms and conditions set forth below. The Easement Area is depicted on Exhibit D attached hereto.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, covenants, agreements and restrictions in this Agreement, the Parties hereby agree as follows:

1. Temporary Easement. For purposes of Grantee's construction of improvements on the Access Easement, Owner hereby grants to Grantee a temporary, non-exclusive easement over and across the Easement Area for use by Grantee or its Permittees (as defined below) for construction access needs, including, but not limited to constructing staging, temporary parking, and short term storage of machinery, equipment, construction materials and supplies, and such other purposes as may be reasonably necessary in connection therewith over the surface of the Easement Area, together with the right of vehicular and pedestrian ingress and egress over those portions of the Easement Area reasonably necessary for convenience to access the Easement Area on the terms set forth in this Agreement (the "***Easement***"). The term "***Permittees***" means any successors, assigns, contractors, subcontractors, employees, agents, and representatives of Grantee.

2. Liens. Grantee shall not permit any mechanics' or materialmen's liens to be filed against the Owner's Property as a result of Grantee's activities upon the Easement Area or Owner's Property. Grantee may contest any such lien, so long as within thirty (30) days after it receives notice of the lien, Grantee shall provide a bond or other security as the other party may reasonably request, or otherwise remove such lien from the Owner's Property pursuant to applicable law. In all events, Grantee shall be solely responsible for discharging any such liens filed against Owner's Property as a result of Grantee's activities in connection with the Easement.

3. Term. The term of the Easement and this Agreement ("***Easement Term***") shall commence upon the Effective Date and shall automatically expire without any action by the Parties hereto upon the completion of construction of the improvements in the Access Easement. Upon the termination of this Agreement, if requested by Owner, Grantee shall execute and deliver to Owner a document in recordable form evidencing termination of this Agreement.

4. Insurance. At all times during the term of this Agreement and at Grantee's sole cost and expense, Grantee, and each of Grantee's Permittees, shall maintain a policy of commercial liability coverage with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the general aggregate, insuring against all liability of Owner arising out of or relating to Grantee's use of the Owner's Property for the Easement.

5. Indemnity.

a. Grantee shall defend, indemnify and hold the Owner, its successors and assigns harmless, for, from and against any and all claims, actions, proceedings, demands, damages, liabilities, liens, personal injury, death, costs, and expenses, including, without limitation, reasonable attorneys' fees which may be claimed or asserted against Owner, the Easement Area or Owner's Property to the extent arising out of or relating to the use of the Easement by Grantee or Grantee's Permittees or its employees, agents, visitors, invitees,

contractors, or licensees. The provisions of this Section shall survive the Easement Term of this Agreement.

b. Owner shall defend, indemnify and hold Grantee, its successors and assigns harmless, for, from and against any and all claims, actions, proceedings, demands, damages, liabilities, liens, personal injury, death, costs, and expenses, including, without limitation, reasonable attorneys' fees which may be claimed or asserted against Grantee to the extent arising out of or related to any use of the Owner's Property by Owner or any of its employees, agents, visitors, invitees, contractors, or licensees. The provisions of this Section shall survive the Easement Term of this Agreement.

6. No Interference. Grantee's rights under this Agreement are non-exclusive and Owner retains the right to use the Easement Area in any manner, provided such other use(s) does not unreasonably interfere with the Easement granted pursuant to this Agreement.

7. Court Costs and Attorneys' Fees. In the event of any legal action or proceeding between the Parties, reasonable attorneys' fees and expenses of the substantially prevailing party as determined by the court in any such action or proceeding shall be added to the judgment therein.

8. No Third-Party Beneficiaries. There is no intent by either Party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantee and Owner expressly disclaim any such third-party benefit.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

10. Governing Law; Binding Effect. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New Mexico and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

11. Amendments. This Agreement may not be amended, changed, or modified in any way except in a writing executed by Owner and Grantee and recorded in the Official Records of Bernalillo County, New Mexico.

12. Incorporation. The recitals set forth above and exhibits attached hereto are incorporated herein by this reference.

13. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**OWNER:**

RANCHO VISTA MOBILE HOME PARK LLC,  
a New Mexico limited liability company

By: [Signature]

Name: Wendy Corona

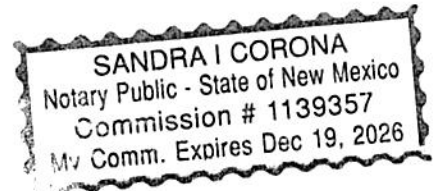
Title: Owner

STATE OF NM )  
COUNTY OF Bernalillo : SS

The foregoing instrument was acknowledged before me on Feb 23, 2024,  
by [Signature] as Owner of RANCHO VISTA MOBILE  
HOME PARK LLC, a New Mexico limited liability company.

Witness my hand and official seal.

My commission expires: Dec 19, 2026



[Signature]  
Notary Public



**GRANTEE:**

CIRCLE K STORES INC., a Texas corporation

By: \_\_\_\_\_

Jordan Bunch  
Partner, Holland & Hart LLP

Name: Mark Tate

Title: Vice President

State of Colorado )  
County of Arapahoe ) ss.  
)

On this 22nd day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Tate, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of Circle K Stores Inc., a Texas corporation, who acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of the corporation.

WITNESS my hand and official seal.

Karrie Jennifer Hadfield  
Notary Public

My Commission Expires

February 5, 2028

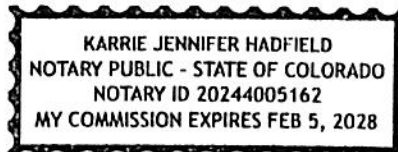


Exhibit A

Legal Description of the Owner's Property

TR A-2 PLAT OF TRACTS A-1 & A-2 ADOBE WELLS SUBDIVISION  
BERNALILLO COUNTY, NEW MEXICO

Exhibit B

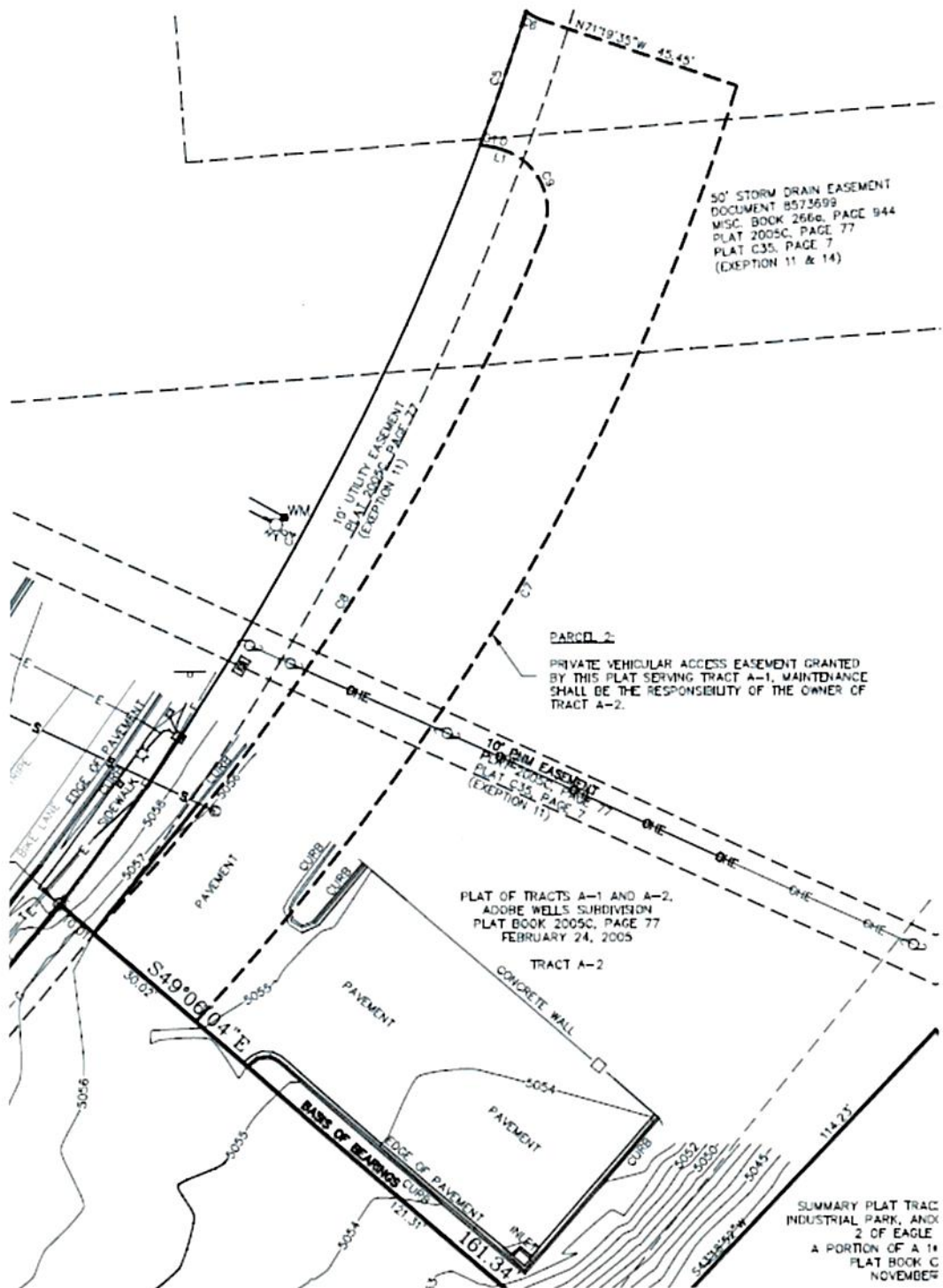
Legal Description of Grantee's Property

TR A-1 PLAT OF TRACTS A-1 & A-2 ADOBE WELLS SUBDIVISION  
BERNALILLO COUNTY, NEW MEXICO

Exhibit C

### Depiction of the Access Easement

Access Easement is Parcel 2 as depicted below:

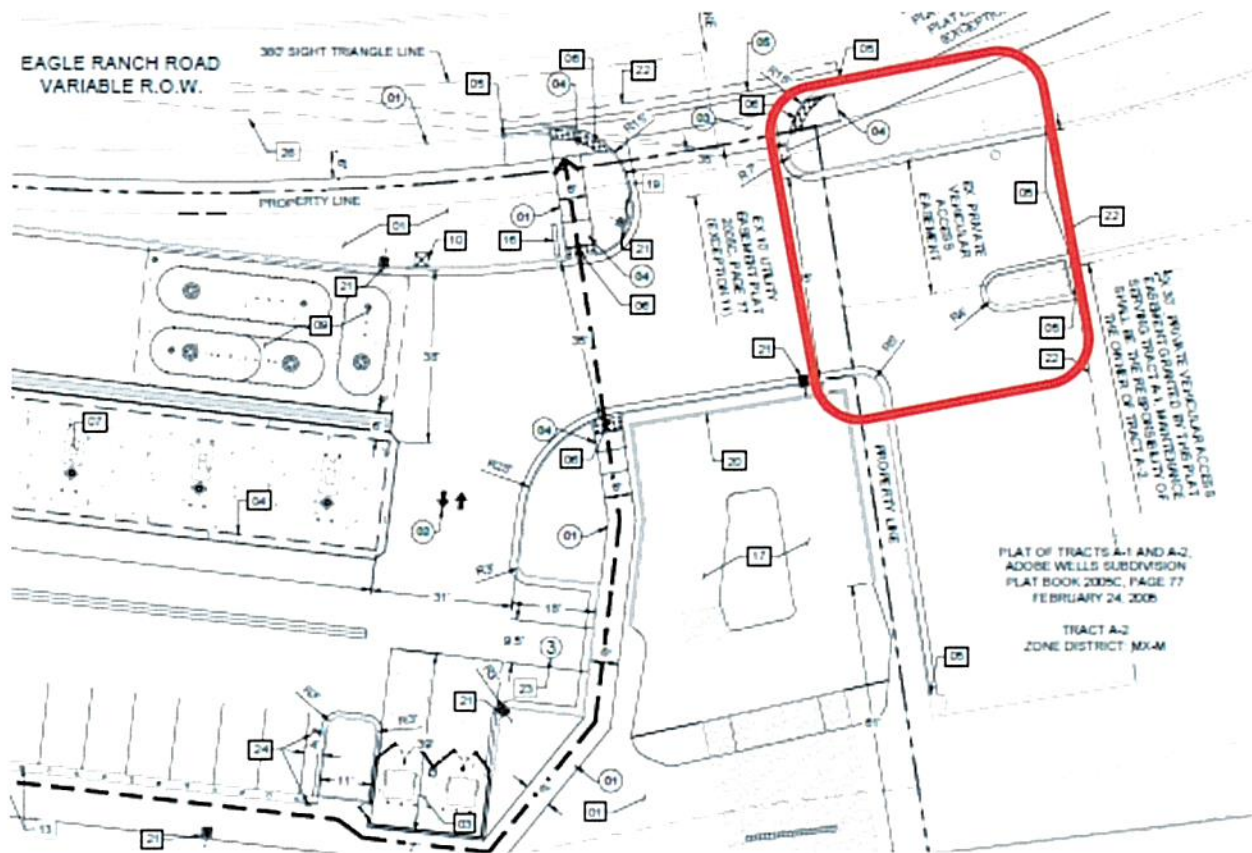




## Exhibit D

### Depiction of the Easement Area

Easement Area outlined in Red below:



31180728\_v2