

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC LINE EXTENSION AGREEMENT
(COMPANY-BUILT SYSTEM)

Customer: Santa Fe County
Address: 102 Grant Street
Santa Fe, NM 87501-2061
Point of Service: 100 Catron, Santa Fe, NM 87501
Type of Service: Commercial UG 480/277 Service

PNM Representative: Douglas Bejos
Work Order Number: 120407
Installation Task Number(s): 1, 2, 3, 4, 11, & 12
Retirement Task Number(s): N/A
Home Center: 1482

THIS AGREEMENT is made and entered into this ____ day of ____, 2019 by and between PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, hereinafter called "PNM" or "Company", and Santa Fe County, a political subdivision of the State of New Mexico, hereinafter called "Customer." Customer and Company hereby agree as follows:

1. Customer is requesting the Company to provide electric service to the following described property or real estate:
100 Catron, Santa Fe, NM 87501
2. To provide service to this property will require an extension of the Company's electric system (the "line extension" or "facilities") described as follows:
The installation of 1-750 kVA transformer, 310' Jcn cable three phase cable, 2-55"x55" concrete splice box, 9-1/0 splices, 150' of 4" conduit, 75' of trenching and asphalt repair, labor and materials to complete the line extension.

*Note: 1. Customer will provide easement before PNM commence construction
2. Customer will provide licensed surveyor to stake easement
3. Customer will provide archeological monitoring

3. The Customer agrees to pay for the line extension cost as indicated below. The Customer understands the estimated cost and initial credit determinations are final and no additional credits will be given.

Estimated total cost of work	\$73133.87
Less initial revenue credit	-\$61195.76
Less initial lot credit.....	-\$0.00
Less salvage credit	-\$0.00
Less system improvement credit.....	-\$0.00
Less transformer/meter credit	-\$11918.11
Less pre-paid design credit	-\$0.00
Total cost paid to Company by Customer.....	\$0.00

4. Customer understands and agrees that actual annual revenues from the new line extension must meet or exceed the revenue credit received by the Customer. Customer is not required to execute the Company's Electric Line Extension Revenue Credit Guarantee Agreement. It is also understood that the calculation of revenues hereunder shall not include cost pass-through items, e.g. franchise fees, underground rate riders, fuel cost recovery.
5. The total cost payable by Customer under paragraph 3 above must be paid in full in advance of any construction. Notwithstanding the foregoing, if Customer is a federal, state or local governmental agency that is legally restricted from providing an advance payment for such construction, and Customer provides a copy of such legal restriction(s) to Company, then Customer may (in advance of construction) provide a purchase order to the Company for the total cost payable, and Customer shall not be required to pay the Company for any costs of construction until such construction has been completed.

6. It is understood and agreed that the facilities installed hereunder shall be and remain the property of the Company, and the Company shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operation and maintenance of said facilities.
7. Service furnished hereunder will be in accordance with the Company's Rules and Regulations and pursuant to its rate schedules applicable to the type of service required. The Company's Rules and Regulations and rate schedules are on file with the New Mexico Public Regulation Commission ("NMPRC" or "Commission") and are incorporated herein by reference and made a part of the Agreement.
8. Customer shall furnish and/or assist the Company in obtaining all necessary easements and rights of way for construction of the facilities; rights of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All easements shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Customer agrees to provide grades plus or minus three (3) inches in accordance with the "final grade and drainage plan" of record on all Customer-provided utility easements and locate lot lines as required by the Company. Any relocation due to changes in location of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.
9. This Agreement, including the Electric Line Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the NMPRC, having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in the terms of this Agreement.
10. The entire understanding between the parties hereto relating to this Agreement is set forth herein and in any Electric Line Extension Revenue Credit Guarantee Agreement and there are no oral understandings between the parties. No amendments to this Agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Customer:

Public Service Company of New Mexico:

*SEE NEXT PAGE WITH SIGNATURES
Name of Customer

By Tom Dominguez

By

Title Engineering Supervisor

Printed Name & Title of Signatory

Billing Address:

Approved as to form
Santa Fe County Attorney

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY



By: Anna T. Hamilton
Anna T. Hamilton, Chair
Board of County Commissioners of Santa Fe County

ATTESTATION:

Geraldine Salazar Date: 5-28-2019
Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

R. Bruce Frederick Date: 5-8-19
R. Bruce Frederick
Santa Fe County Attorney

Finance Department:

Gary L. J. Giron Date: 5-8-19
Gary L. J. Giron
Santa Fe County Finance Director

Company Use Only:

120407002

Work Order (W.O.) Number

N/A

Retirement Order (R.O.) Number

N/A

Work Request Number

PUBLIC SERVICE COMPANY OF NEW MEXICO
EASEMENT (ELECTRIC)

MT#005744
A #004131
O #500768

THIS EASEMENT made this 28th day of MAY, 2019 by and between
Santa Fe County, New Mexico

(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 overhead and/or 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, poles, guy wires, anchors, 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 Santa Fe County, New Mexico, and is more particularly described as follows, to wit:

PNM MT# 00005744

A CERTAIN PARCEL, BEING A PORTION OF A TRACT OF LAND LYING AND SITUATE WITHIN THE SANTA FE GRANT, PROJECTED SECTION 24, TOWNSHIP 17 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO, BEING THE TRACT OF LAND DESCRIBED AND SHOWN ON THE SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR SANTA FE COUNTY JUDICIAL DISTRICT COURT HOUSE, 100 CATRON STREET, LOT 1 AND A PORTION OF LOT 2, BLOCK 17, KINGS OFFICIAL MAP, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO", BY LARRY W. MEDRANO, N.M.P.S. NO. 11993, DATED OCTOBER 12, 2012, AND FILED IN THE SANTA FE COUNTY CLERKS OFFICE ON SEPTEMBER 28, 2018 IN BOOK 840, PAGE 5.

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 my hand this 28th day of MAY, 2019

(SIGNATURE) _____ (SIGNATURE)

STATE OF
COUNTY OF

ACKNOWLEDGMENT

This instrument was acknowledged before me on _____, 2019.

By *SEE NEXT PAGE WITH SIGNATURES

My commission expires _____
(Seal)

FOR RECORDER'S USE ONLY

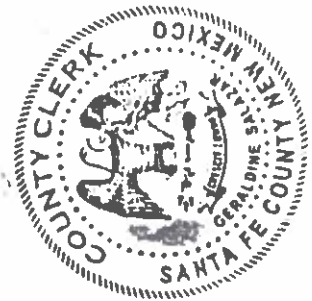
PNM
REFERENCE
NUMBER

Notary Public
ACKNOWLEDGMENT FOR CORPORATION
STATE OF New Mexico
COUNTY OF Santa Fe
This instrument was acknowledged before me on _____, 2019
By _____
(Name of Officer) (Title of Officer)
of Santa Fe County
(Corporation Acknowledgment)
a New Mexico 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

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Anna T. Hamilton
Anna T. Hamilton, Chair
Board of County Commissioners of Santa Fe County



ATTESTATION:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk
Date: 5-28-2019

Approved as to form:

R. Bruce Frederick
R. Bruce Frederick
Santa Fe County Attorney
Date: 5-8-19

Finance Department:

Gary L. J. Giron
Gary L. J. Giron
Santa Fe County Finance Director
Date: 050919

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT (N/C)
PAGES: 4

I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of May, 2019 at 08:54:49 AM
And Was Duly Recorded as Instrument # 1887313
Of The Records Of Santa Fe County



Deputy Estrella Martinez
Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 05/29/2019

*Exhibit for
A Portion of the Santa Fe County
Judicial District Court House
100 Catron Street*

*City of Santa Fe
Santa Fe County, New Mexico
May 2019*

Legal Description

A CERTAIN PARCEL, BEING A PORTION OF A TRACT OF LAND LYING AND SITUATE WITHIN THE SANTA FE GRANT, PROJECTED SECTION 24, TOWNSHIP 17 NORTH, RANGE 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO, BEING THE TRACT OF LAND DESCRIBED AND SHOWN ON THE SURVEY ENTITLED "BOUNDARY SURVEY PLAT FOR SANTA FE COUNTY JUDICIAL DISTRICT COURT HOUSE, 100 CATRON STREET, LOT 1 AND A PORTION OF LOT 2, BLOCK 17, KINGS OFFICIAL MAP, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO", BY LARRY W. MEDRANO, N.M.P.S. NO. 11993, DATED OCTOBER 12, 2012, AND FILED IN THE SANTA FE COUNTY CLERKS OFFICE ON SEPTEMBER 28, 2018 IN BOOK 840, PAGE 5 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL. POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF CATRON STREET, WHENCE A TIE TO THE NORTHEAST CORNER OF SAID PARENT TRACT, MARKED BY A CHISELED "X" IN CONCRETE, BEARS S 84°04'31" E, A DISTANCE OF 275.83 FEET;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT-OF-WAY, S 05°55'29" W, A DISTANCE OF 10.36 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PARCEL;

THENCE, S 84°04'47" E, A DISTANCE OF 4.00 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PARCEL;

THENCE, S 05°55'13" W, A DISTANCE OF 18.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, N 84°04'47" W, A DISTANCE OF 22.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, N 05°55'13" E, A DISTANCE OF 18.00 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PARCEL;

THENCE, S 84°04'47" E, A DISTANCE OF 8.00 FEET TO AN ANGLE POINT OF THE HEREIN DESCRIBED PARCEL;

THENCE, N 05°55'29" E, A DISTANCE OF 10.36 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF CATRON STREET;

THENCE, COINCIDING SAID CATRON STREET RIGHT-OF-WAY, S 84°04'31" E, A DISTANCE OF 10.0 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.0115 ACRES (500 SQ. FT.) MORE OR LESS.

Surveyor's Certificate

I, BRIAN J. MARTINEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

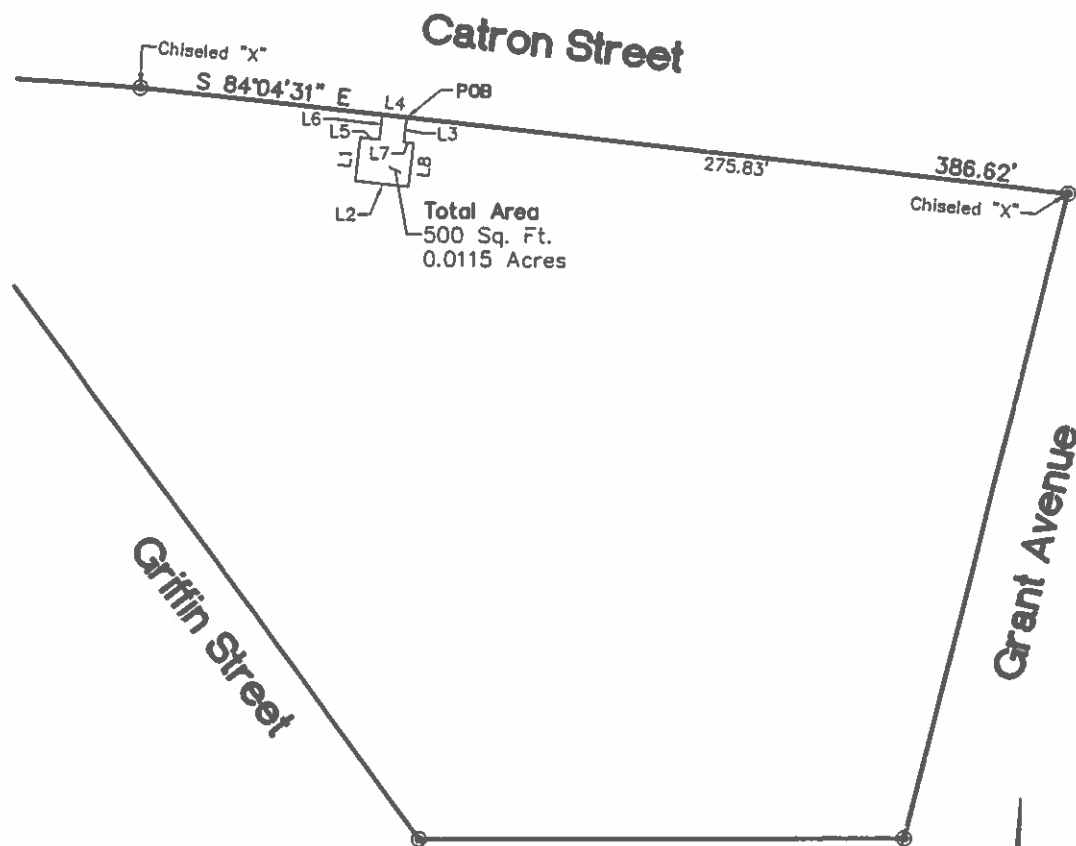
 5/2/19
BRIAN J. MARTINEZ Date
N.M.R.P.S. No. 18374

 **CSI-CARTESIAN SURVEYS INC.**

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
wplotnerjr@gmail.com



Exhibit for
A Portion of the Santa Fe County
Judicial District Court House
100 Catron Street
 City of Santa Fe
 Santa Fe County, New Mexico
 May 2019



Line Table		
Line #	Direction	Length (ft)
L1	N 05°55'13" E	18.00'
L2	N 84°04'47" W	22.00'
L3	S 05°55'29" W	10.36'
L4	S 84°04'31" E	10.00'
L5	S 84°04'47" E	8.00'
L6	N 05°55'29" E	10.36'
L7	S 84°04'47" E	4.00'
L8	S 05°55'13" W	18.00'

S'y Portion of Lot 2 and
 Lot 3, Block 17
 First Presbyterian Church
 (4/28/1999, Bk. 512, Pg. 21)

Notes

1. FIELD SURVEY PERFORMED IN MARCH 2019.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES BOUNDARY SURVEY PLAT OF RECORD.

CSI-CARTESIAN SURVEYS INC.

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 wplotnerjr@gmail.com

Sheet 2 of 2
 181848

SFC CLERK RECORDED 05/29/2019