# TORRANCE COUNTY
# COMMISSION MEETING
## November 12, 2026
## 9:00 A.M.

**For Public View**
**Do Not Remove**

*Torrance County*
BOARD OF COUNTY COMMISSIONERS (BCC)
**Ryan Schwebach**, Chair, District 2
**Kevin McCall**, Member, District 1
**Linda Jaramillo**, Vice Chair, District 3

**Stephanie Y. Reynolds**, County Manager

The meeting will be available in person and via Zoom and the link may be found on the County's website www.torrancecountynm.org/calendar.
Click on the event to access Zoom Meeting information.

# ADMINISTRATIVE MEETING
# AGENDA
## Thursday, November 12, 2026 @ 9:00 AM
## 205 S. Ninth Street, Estancia, NM 87016

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE AND INVOCATION**
3. **CHANGES TO THE AGENDA**
4. **PUBLIC COMMENT (Comment limited to TWO Minutes)**
5. **APPROVAL OF MINUTES**

A. **COMMISSION:** Request approval of October 14, 2026, Regular Meeting Minutes of the Board of County Commissioners.

## 6. CONSENT AGENDA

A. **FINANCE:** Request approval of payables with a date range of October 7, 2026 – October 20, 2026.

## 7. ADOPTION OF RESOLUTION/ORDINANCE and ACTION:

A. **MANAGER:** (PUBLIC HEARING) Motion to adopt Bond Ordinance 2026- _____ authorizing the issuance and sale of Torrance County, New Mexico Taxable Industrial Revenue Bonds (Britton Storage Project), Series 2026, in the maximum aggregate principal amount of $150,000,000, and approving associated documents. (Rob Burpo, First American Financial Advisors, Inc. and Dan Opperman, Taft Stettinius & Hollister LLP)

B. **MANAGER:** Request approval of Resolution 2026-_____ approving the issuance and sale of Torrance County, New Mexico Taxable Industrial Revenue Bond.

C. **CLERK:** Request approval of Resolution 2027 _____ Supporting NM Counties 2027 Legislative Priorities.

D. **MANAGER:** Request approval for Resolution 2026- _____ Budget Adjustment for FY 2026-27 Budget.

E. **PLANNING and ZONING:** (PUBLIC HEARING) Motion to adopt the Zoning Ordinance 2026-____ as amended from the 2024-04 Zoning Resolution to reflect the amendments to the ordinance to include additions to definitions, zone and district clarification, and revisions regarding cannabis production and manufacturing operations.

F. **PLANNING and ZONING:** Request approval of Resolution 2026-_____ approving the Torrance County Zoning Ordinance.

G. **MANAGER:** Request approval of Resolution 2026-_____ approving Torrance County as the EMWT fiscal agent for Grant #SA_K2501-GF in the amount of $50,000.

H. **MANAGER:** Request approval of Resolution 2026-_____ approving Torrance County as the EMWT fiscal agent for Grant # SAP 26-K2502-GF in the amount of $4,000,000.

## 8. APPROVALS/ACTION ITEM

A. **ASSESSOR:** Request approval to pay last year's invoice to APEX Software with the amount of $1,560.00 for a contract that is currently in place.

B. **CLERK:** Request approval for the 2026 general Election Canvass.

C. **COMPLIANCE:** Request approval to purchase a program that provides translation services including documents.

D. **COMPLAINCE:** Request approval to pay unauthorized purchase to National Testing Solutions for saliva tests for court ordered testing in the amount of $1,106.41.

E. **FIRE/EMS:** Request approval to pay unauthorized purchase for boots to TLC Uniforms for a pay-per-call staff member in the amount of $179.99.

F. **FIRE/EMS:** Request approval to pay unauthorized payment to Air Care NM for maintenance in District 3 North in the amount of $807.83.

G. **FIRE/EMS:** Request approval to pay unauthorized payment to Harts Hardware in the amount of $446.52. District 2 - $373.09, District 3 - $73.43

H. **HUMAN RESOURCES/FINANCE:** Request approval to pay Presbyterian in the amount of $858.98 to resolve an insurance coverage discrepancy involving a former employee.

I. **JUVENILE JUSTICE (EVYFC), Rebecca Armstrong, Continuum Coordinator:** Request approval of the Bylaws of the Estancia Valley Youth and Family Council.

J. **MANAGER: Estancia Valley Solid Waste Authority, Dannette Cabber:** Request approval of the Agreement between the EVSWA and Torrance County.

K. **ROADS:** Request approval to pay unauthorized purchase from last fiscal year for repairs to a Mack truck for Bruckner's Truck Equipment in the amount of $5,099.24.

L. **ROADS:** Request approval for unauthorized payment to Harts Hardware for various items in the amounts of $243.29. - $127.07, $87.23, $28.99.

M. **SHERIFF:** Request approval to pay unauthorized purchase for five (5) search warrant invoices to T-Mobile in the amount of $50.00 each transaction totaling $250.00.

**9. DISCUSSION**

**A. CLERK'S REPORT**

**B. MANAGER'S REPORT:**

1. Torrance County Emergency Manager received a prestigious award called the SPECIAL RECOGNITION AWARD, she received two nominations for the award and was recognized on October 21, 2026, at the New Mexico association of Emergency Management Professionals Conference. I would like to read aloud the nominations for the commission and the public.
2. Torrance County vacancies
3. Discussion reallocation of current county administration building after new county administration building is operational.
4. Torrance County's transition from Zoom to YouTube.
    a. Email: publiccomment@tcnm.us
5. Changes to our webpage to help make our webpage more user friendly.

**C. COMMISSIONERS' REPORTS:**

A. Commissioner McCall, District 1
B. Commissioner Schwebach, District 2
C. Commissioner Jaramillo, District 3

**10. EXECUTIVE SESSION:**

a. **COMMISSION:** Limited personnel matters regarding the position of Deputy County Manager, Pursuant to Executive Session NMSA 1978 10-15-1.H (2)

**11. CONSIDERATION OF ACTION(S):**

**a. COMMISSION:** Discussion and possible action regarding limited personnel Matters regarding the position of the Deputy County Manager, Pursuant to Executive Session NMSA 1978 10-15-1.H (2)

**(Roll Call Vote)**

**12. Announcement of the next regular Board of County Commissioner's Meeting:**

Wednesday, November 25, 2026

## 13. SIGNING OF OFFICIAL DOCUMENTS

## 14. ADJOURNMENT

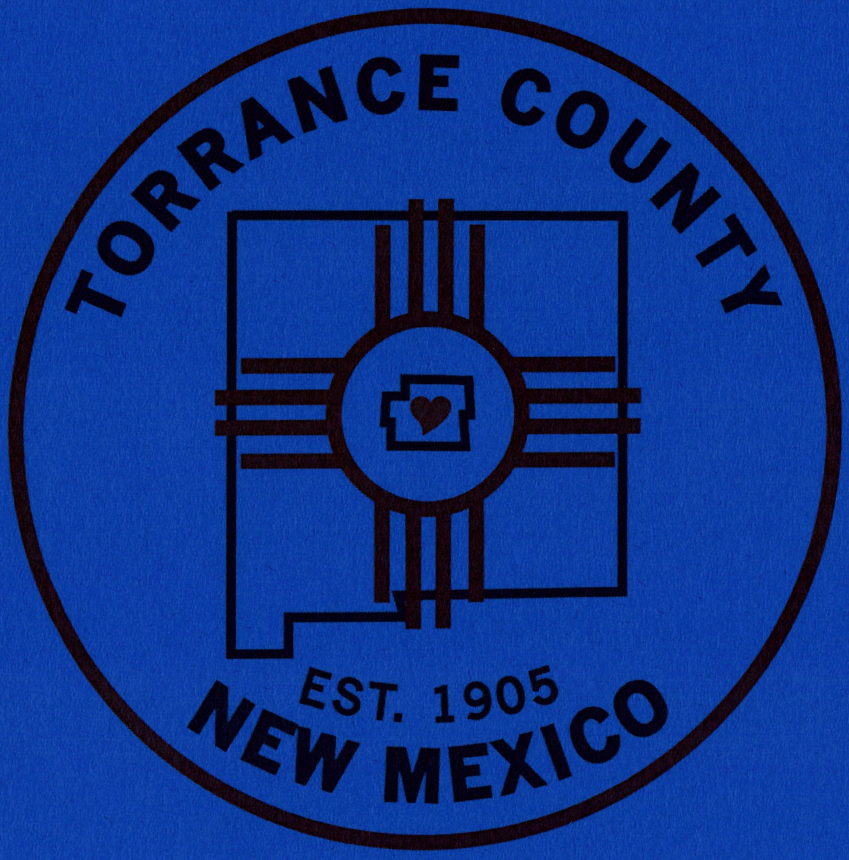
*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including agenda and minutes, can be provided in various accessible formats. Please contact the Manager's Office at the number listed above if a summary or other type of accessible format is needed.




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item

## No. 1




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 2

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 3

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 4




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 5

**DRAFT COPY**
**Torrance County Board of Commissioners**
**Regular Commission Meeting**
**October 14, 2026 9:00 AM**

Commissioners Present:

**RYAN SCHWEBACH – COUNTY CHAIRMAN**
**KEVIN MCCALL- COUNTY COMMISSIONER**
**LINDA JARAMILLO – COUNTY VICE-CHAIR**

Others Present:

**STEPHANIE REYNOLDS- COUNTY MANAGER**
**MICHELLE JONES-DEPUTY COUNTY MANAGER**
**MICHAEL GARCIA- COUNTY ATTORNEY**
**SYLVIA CHAVEZ-COUNTY CLERK**
**GENELL MORRIS- ADMINISTRATIVE CLERK**
**DON GOEN – PLANNING & ZONING DIRECTOR**

---

1. **Call to Order:** Chairman Schwebach called the meeting to order at 9:03 AM

---

2. **Pledge of Allegiance and Invocation:** Pledge led by Chairman Schwebach; Vice Chair Jaramillo said the Invocation.

---

3. **Changes to the Agenda:** Name change on agenda item 13b & 14b from Mr. Larson to Mr. William A. Larson. Also separate items 13d & 14d into four separate agenda items. Separate legal representatives and DWI Coordinator.

---

4. **PROCLAMATIONS:**

**A. Manager:** Proclamation naming October as " Breast Cancer Awareness" Month in Torrance County. Read by **Victoria Archuleta**.

Torrance County Board of County Commissioners naming October Breast Cancer Awareness Month, whereas October is National Breast Cancer Awareness Month,

and whereas National Breast Cancer Awareness Month is an annual campaign to increase awareness of this disease and increase public knowledge about the importance of early detection of breast cancer diagnosis and treatment,

and whereas today there are more than 4 million breast cancer survivors in the U.S., more than any other group of cancer survivors, the American Cancer Society estimates there will be more than 5 million breast cancer survivors by 2035.

And whereas while breast cancer is most common among women, about one in 833 men will also be diagnosed in their lifetime. And whereas early detection is the strongest defense if found before spreading, the five-year survival rate is over 99%. The American Cancer Society recommends annual mammograms starting at age 40, a 15-minute screening to save your life.

And whereas the Torrance County Board of Torrance County Board of Commissioners acknowledges the profound impact breast cancer has had on our workforce and community, some are actively fighting, some have survived, and others are remembered. We honor the strength of survivors, stand beside those currently in treatment, and extend our compassion to the families who have lost loved ones.

And whereas the Torrance County Board of Commissioners affirms the commitment to support every member of the county, women and men, by encouraging screening, providing education, and offering compassion to all touched by this disease.

Now, therefore, the Torrance County Board of Commissioners do hereby proclaim October 2026 as Breast Cancer Awareness Month in Torrance County.

**B. Manager:** Proclamation naming October as " Domestic Violence Awareness" Month in Torrance County. Read by **Victoria Archuleta**.

Torrance County Board of County Commissioners naming October as Domestic Violence Awareness Month. Whereas domestic violence is a serious crime that affects individuals of all ages, races, genders, socio-economic backgrounds, and education levels, shattering families and straining community resources,

and whereas domestic violence can take many forms, including physical abuse, emotional abuse, ethnic deprivation, and psychological intimidation, leaving deep and lasting trauma on victims, their children, and the community at large.

And whereas the Torrance County Domestic Violence Program works tirelessly alongside local law enforcement, healthcare professionals, and community advocates to provide safety, support, and vulnerable resources to the survivors in their time of greatest need,

and whereas October is nationally recognized as Domestic Violence Awareness Month, a time dedicated to honoring survivors, mourning those who have lost their lives to abuse, and connecting those who work to end violence; and whereas breaking the cycle of domestic abuse requires a coordinated community response built on public education, strict legal accountability for offenders, and robust, accessible resources for victims seeking safety.

And whereas the Torrance County Board of County Commissioners is dedicated to building a safe, supportive, and healthy community where every resident can live free from fear, intimidation, and violence in their own homes.

Now, therefore, be it resolved that the Board of County Commissioners of Torrance County, New Mexico, do hereby proclaim the month of October as Domestic Violence Awareness Month throughout Torrance County and urge all citizens, local businesses, schools, and community organizations to support the effort of the Torrance County Domestic Violence Program to learn the signs of abuse and work together to eliminate domestic violence from our community.

**Motion**: **Chairman Schwebach** motioned to approve both Proclamations; **seconded by Vice-Chair Jaramillo.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

**5. AWARDS AND RECOGNITIONS**: County Manager

A. Announcement of employee years of service.

a. Treasurer – Helen Gutierrez (5)

b. Manager – Deminica Garcia (5)

c. Assessor – Alanna Chavez (6)

d. Sherrif – Alexander Schwerdel (8)

e. Clerk – Genell Chavez-Morris (9)

f. Assessor – Crystal Salas (13)

g. Fire/EMS – Hanna Sanchez (19)

h. Animal Control – Danette Langdon (19)

i. Sheriff – Erwin Young (22)

---

**6. PUBLIC COMMENT:**

**Kim Ortiz – Resident:** Clarification of Community Support for Economic Growth

- Kim Ortiz addressed comments made by Commissioner McCall and Commissioner Schwebach during the previous meeting.
- She disputed their characterization that the community had shut down the County's largest economic development project before it could be formally considered and that residents did not want economic growth.
- Ms. Ortiz emphasized that the community supports economic development but wants projects that protect Torrance County's rural character, agricultural lands, rural properties, and residents' overall well-being.

- Support for Community Engagement and Transparency

- Ms. Ortiz commended residents for taking action, asking questions, seeking information, and demanding transparency in county government.
- She expressed pride in the community for participating in the decision-making process and raising concerns about proposed economic development projects before decisions are finalized.
- She stressed that community opposition to a particular project should not be interpreted as opposition to all economic growth.

- Comparison to Project Ranger in Sierra County

- Ms. Ortiz referenced Project Ranger in neighboring Sierra County as an example of the potential consequences of advancing a major industrial development without sufficient public awareness or engagement.
- She described the project as a hypersonic missile manufacturing and testing facility associated with a defense contractor.
- According to Ms. Ortiz, Sierra County purchased land, leased state trust land, and subleased property to a private company. She stated that the project was supported by approximately $125 million in industrial revenue bonds (IRBs) and additional public incentives.
- Ms. Ortiz expressed concern that the bonds were approved before many residents became aware of the project and that significant public questions arose after the deal was already moving forward.

- Concerns Regarding Water Use and Public Safety

- Ms. Ortiz stated that residents raised concerns about potential explosions, water consumption, and the effects of the project on their community.
- She reported that water was being transported outside city limits to support Project Ranger, noting that this had not occurred since 2009.

- She also expressed concern about the facility's manufacturing and testing operations, chemical storage, and stockpiling of explosive materials.
- Ms. Ortiz stated that residents felt they had been let down by local officials because they believed they had not received adequate information or meaningful opportunities to influence the decision-making process.

- Application to Torrance County

- Ms. Ortiz characterized Project Ranger as a cautionary example of what she believed could happen if Torrance County advanced a major economic development project without adequate transparency and community involvement.
- She expressed support for residents who questioned the proposed project and sought additional information before it proceeded.
- She emphasized the importance of balancing economic opportunities with the protection of rural lands, agricultural resources, water supplies, public safety, and community well-being.

Speaker's Position and Key Message

- Kim Ortiz: Asserted that Torrance County residents are not opposed to economic growth; rather, they want responsible development that respects local priorities and preserves the county's rural and agricultural character.
- Emphasized that residents should receive timely information and have meaningful opportunities to ask questions before major economic development decisions are made.
- Commended residents for speaking up, requesting transparency, and participating in local government.
- Ms. Ortiz concluded by expressing pride in the community for taking action and working to prevent what she viewed as a potentially harmful development process similar to the one described in Project Ranger.

---

**Zoom* – **None**

---

**7. APPROVAL OF MINUTES:**

**A. COMMISSION:** Request Approval of the September 09, 2026, Regular Meeting Minutes of the Board of County Commissioners.

**Motion**: **Chairman Schwebach** motioned to approve the minutes; **seconded by Commissioner McCall.**

- Roll Call Vote:

- Schwebach – Yes
- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

**B. COMMISSION:** Request Approval of the September 23, 2026, Regular Meeting Minutes of the Board of County Commissioners.

**Motion**: **Chairman Schwebach** motioned to approve the minutes; **seconded by Commissioner McCall.**

Roll Call Vote:

- Schwebach – Yes
- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

---

8. <u>Consent Agenda:</u>

**A. FINANCE:** Request Approval of Payables with a date range of September 14, 2026, through October 6, 2026.

**1. CoreCivic Invoice – Federal Pass-Through Funding**

**Linda Jaramillo, County Vice Chair:** Raised a question regarding an invoice listed on page 3 of the financial documents for CoreCivic for approximately $120,000, expressing concern about the large expenditure and asking whether the County's contract with CoreCivic had already ended.

**Stephanie Reynolds, County Manager:** Confirmed that the county's contract with CoreCivic had ended, reportedly in May. However, the representative explained that the invoice was part of a federal pass-through funding arrangement.

- Funding Explanation:

- The funds originate from the federal government and are passed through Torrance County to CoreCivic.
- The invoice does not represent an expenditure of Torrance County's own funds.
- Additional invoices may be submitted as remaining funds are expended, and outstanding monthly invoices are received from the federal government and CoreCivic.

- The County representative indicated that a few additional invoices could still be forthcoming.

**Linda Jaramillo, County Vice Chair:** Asked whether the remaining money was being held in reserve to cover outstanding expenses and finalize the arrangement.

**Stephanie Reynolds, County Manager:** Confirmed that the funds were available for this purpose and reiterated that the money was received from the federal government and then forwarded to CoreCivic.

**2. EMWT Growth Fund – $320,000 Capital Outlay Award**

**Linda Jaramillo, County Vice Chair:** Referenced page 14 of the financial documents and asked for clarification regarding a $320,000 award to the EMWT Growth Fund, including the purpose of the funding and whether any of it would benefit Melody Ranch.

**Stephanie Reynolds, County Manager:** Explained that the $320,000 was a capital outlay award provided to EMWT for the purchase of Sunset Acres.

**- Clarification Regarding Melody Ranch:**

- The representative confirmed that Melody Ranch had not yet reached finalization.
- EMWT was still working with the New Mexico Public Regulation Commission (PRC) on matters related to transferring legal ownership to EMWT.
- Funds intended for the project could not be applied until the required legal ownership arrangements were completed.
- Additional financial items related to the project may appear in future county records as funding becomes available and the necessary steps are completed.
- Torrance County is serving as the fiscal agent, meaning funds are processed through the county.

**Linda Jaramillo, County Vice Chair:** Explained that several residents of Melody Ranch had contacted the commissioner seeking information about the project and its funding.

**Ryan Schwebach, County Chairman:** Acknowledged receiving similar inquiries and indicated that Melody Ranch was reportedly close to completion, although no definitive completion date was available. Additional engineering work remained outstanding.

**3. Melody Ranch Water Availability**

**Linda Jaramillo, County Vice Chair:** Asked whether Melody Ranch currently had water available.

**Ryan Schwebach, County Chairman:** Clarified that Melody Ranch had access to tank-delivered water. It did not establish that a permanent water system or final ownership transfer had been completed.

**Motion**: **Chairman Schwebach** motioned to approve; **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**B. PLANNING AND ZONING:** Request Approval of the Special Use District for the Palomas Wind Project, approved by Planning and Zoning on September 2, 2026.

**Donald Goen, County P & Z Director,** informed the Board that the meeting packet included Pattern's comprehensive application for the proposed Special Use District.
Explained that the proposed district is located south of Interstate 40 and primarily east of Highway 285.

Noted that the proposed area borders or adjoins other Special Use Districts established for similar purposes.

Confirmed that the packet contained the meeting minutes, the complete application, and the required public notice documentation.

Reported that all public notice requirements had been satisfied.

Pattern representatives were present at the meeting and available to answer questions from the commissioners regarding the application.

No specific comments or responses from Pattern representatives were included in the provided transcript.

The Board approves the Pattern Special Use District application through the consent agenda process.

**Motion**: **Chairman Schwebach** motioned to approve; **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

**9. PRESENTATION:** None

---

**10. ADOPTION OF RESOLUTION / ORDINANCE:**

**A. MANAGER: (Public Hearing)** Motion to adopt the Economic Development Ordinance 2026-04 as amended from the 2003-01 Economic Development Resolution to reflect the removal of the Estancia Valley Economic Development Association (EVEDA) as the source for Economic Development in Torrance County.

**Motion**: **Chairman Schwebach** motioned to move into Public Hearing; **seconded** by **Vice-Chair Jaramillo**

**9:30 AM**

- Roll Call Vote:
  - Schwebach – Yes
  - McCall – Yes
  - Jaramillo – Yes

**Motion Carried**

1. Public Comment – **Kim Ortiz,** Torrance County Resident, Sworn in by Michael Garcia, County Attorney

- Concerns Regarding Project Mars and Confidentiality

**Kim Ortiz** referenced Project Mars as her introduction to the economic development process involving the former EVEDA organization and the surrounding area.

She questioned whether the proposed ordinance changes would make economic development activities subject to public hearings, the Open Meetings Act, and the Inspection of Public Records Act (IPRA).

Ms. Ortiz expressed concern that a privately operated nonprofit organization could allow elected officials to sign NDAs, potentially limiting public access to information during negotiations.

- Accountability to the Public

Ms. Ortiz emphasized that elected officials are accountable to the residents who elected them.

She argued that confidentiality agreements could prevent residents from participating in discussions about projects that may affect their community before decisions are effectively

finalized. She asked whether the revised ordinance would continue to permit NDAs and what legal authority allows such agreements.

**Michael Garcia, County Attorney**, explained that confidentiality may be used during economic development negotiations to protect sensitive business information and prevent potential increases in property prices before a company secures a site.

IPRA generally applies to County records, but he indicated that state agencies and private entities may be subject to different disclosure requirements.

Also acknowledged uncertainty about the specific legal exception governing the confidentiality arrangements and indicated that the legal authority would need to be confirmed.

- Concerns About Unanswered Records Requests

Ortiz stated that she had submitted IPRA requests to Commissioner McCall months earlier and was still waiting for answers.

Michael Garcia, County Attorney, clarified that IPRA requires the production of responsive public records, or an appropriate response when records are unavailable, rather than requiring officials to answer questions.

Ms. Ortiz indicated that she had received information about where and when to attend a meeting but had no additional written documentation.

- Recommendation to the Board

Ortiz recommended that the County avoid relying on privately operated nonprofit organizations that can enter into confidential negotiations without direct public participation.

She encouraged the Board to establish a process that allows residents to contribute concerns, offer improvements, and participate meaningfully in economic development discussions.

2. Public Comment – **Andy Chavez**, Torrance County Resident, Sworn in by Michael Garcia, County Attorney

- Recommendation to Restrict NDAs

**Andy Chavez** encouraged the Board to research efforts in other Counties and states to prohibit County Commissioners from signing NDAs related to economic development projects.

He stated that similar proposals were being considered nationwide and recommended that Torrance County explore adopting comparable restrictions.

Mr. Chavez emphasized that residents should have access to information about projects that may affect their communities and that transparency measures would help protect the public interest.

3. Public Comment – **Charlene Brown**, Resident Participating by Zoom, Sworn in by Michael Garcia, County Attorney

- Recommendation for a County Economic Development Committee

**Charlene Brown** supported Commissioner Jaramillo suggestion to establish a County economic development committee.

She recommended creating a committee that would allow members of the public to communicate concerns, suggest improvements, and participate in developing the County's economic development priorities.

Ms. Brown asked how residents could submit comments and concerns for consideration, noting that comments previously submitted had apparently not been included in the commissioners' meeting packets.

She clarified that her primary interest was in ensuring public input into the plans and recommendations developed by a future economic development contractor or organization.

**Ryan Schwebach, County Chairman,** explained that the proposed contractor would help identify the County's economic development opportunities, gather research and statistics, assess community needs, and conduct outreach.

They indicated that public involvement would be part of the economic development planning process.

4. Board and Legal Counsel Discussion – Proposed Ordinance Changes

**Michael I. Garcia, County Attorney:** Explained that the principal change to the ordinance was removing the requirement that economic development activities involve the former EVEDA organization, which no longer exists.

Stated that the amendment would give the Board flexibility to work with different economic development organizations, hire a contractor, or develop an in-house economic development function.

Clarified that the ordinance amendment was not intended to eliminate existing planning and zoning requirements or other applicable public processes.

**Commissioner McCall:**

Explained that the former EVEDA organization served a broader region, including municipalities, governmental entities, and private-sector members.

Described EVEDA as an organization that helped gather information and facilitate early-stage economic development discussions but did not have authority to make final decisions for the County or participating municipalities.

Stated that the organization helped bring potential projects forward for consideration and that decisions would ultimately return to the appropriate governmental bodies.

Explained that the County's current approach to Project Mars involved similar preliminary discussions, but without EVEDA serving as the intermediary.

**Commissioner Jaramillo:**

Asked what would replace EVEDA and how the County would organize its economic development efforts going forward.

Participated in the discussion about establishing a County-level economic development function and the potential role of a contractor.

- County Staff and Board Representatives:

Explained that the County had budgeted $100,000 for an economic development contract.

Reported that the request for proposals (RFP) process had been conducted more than once and was in its second round at the time of the discussion.

Indicated that the contractor would help support economic development planning and outreach and would serve a role similar to the one previously performed by EVEDA for the County.

5. Economic Development Funding – LEDA Funds

**County Attorney Garcia** explained that LEDA stands for the Local Economic Development Act, a state law that permits certain forms of public assistance for qualifying economic development projects.

The discussion identified potential uses of economic development funding for infrastructure and other project-related needs that could benefit the County economically.

- Reason for Amending the Ordinance

**Ryan Schwebach, County Chairman,** explained that the existing ordinance, adopted in 2003, designated the former EVEDA organization as the entity responsible for administering the County's LEDA-related economic development process.

Because EVEDA no longer exists, the ordinance needed to be updated to allow the County to access available funding through an appropriate arrangement.

**Kevin McCall, County Commissioner,** reported receiving communications from state economic development representatives indicating that the ordinance needed to be updated so the County could access applicable funding when a qualifying project arose.

- Industrial Revenue Bonds (IRBs)

The legal representative discussed industrial revenue bonds as one potential financing mechanism for economic development projects.

The explanation was that such bonds may be sold on the open market to finance qualifying projects, potentially allowing development to proceed without the County directly providing the initial project financing.

The discussion did not establish that every project would qualify for this financing or that the County would have no financial obligations under every possible arrangement.

6. Discussion of Potential Economic Development Projects

- Potential Greenhouse Reopening

**Commissioner McCall** referenced a potential project involving reopening greenhouses in the County. Also stated that the state had identified possible LEDA funding that could help encourage the project to locate or operate in New Mexico.

When asked for an update, the commissioner indicated that there had been no recent communication and that the project's status was uncertain.

The example was provided to illustrate why the County needed an updated ordinance to access applicable economic development funding.

- Project Mars

**Ryan Schwebach, County Chairman,** discussed Project Mars as an example of how a potential development could be introduced through an economic development organization.

The project had been brought forward through AREA, an economic development organization with which the County was involved.

The discussion reflected differing views about whether the public had received sufficient information before concerns about the project emerged.

**Ryan Schwebach, County Chairman,** noted that public opposition and questions had affected the project's progress, while a speaker emphasized that residents had been asked to respond without having access to all relevant information.

- Planning and Zoning Requirements

**Ryan Schwebach, County Chairman,** emphasized that the proposed ordinance amendment would not bypass the County's existing planning and zoning procedures.

Projects requiring zoning changes, special-use approvals, or other land-use authorizations would still need to follow the applicable processes, including public hearings where required.

The legal representative also noted that developments on state land may involve state-level authority and decision-making beyond the County's control.

7. Public Participation and Transparency

Commissioners and staff discussed how residents could participate in future economic development planning and project reviews.

The proposed contractor was described as a potential means of gathering community input, conducting research, and developing an economic development plan.

Representatives stated that the public would have opportunities to participate through appropriate planning processes, public hearings, and other forums.

**Kim Ortiz** emphasized the importance of having meaningful opportunities to contribute before projects advance too far. Concerns included the use of NDAs by elected officials, access to public records, the transparency of preliminary negotiations, and the need for a formal economic development committee or similar public engagement mechanism.

**Michael I. Garcia, County Attorney,** stated that the Open Meetings Act generally applies when a quorum of the Board is involved in covered public business, and that IPRA governs access to public records subject to applicable requirements and exceptions.

The discussion did not resolve all questions about the precise legal limits of NDAs or the applicability of disclosure exceptions to specific economic development negotiations.

**Motion**: **Commissioner McCall** motion to go out of Public Hearing; **seconded** by **Chairman Schwebach**

**9:46 AM**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

**B. MANAGER:** Request approval of Resolution 2026-37 approving the Economic Development Ordinance 2026-04.

**Motion**: **Chairman Schwebach** motioned to approve, **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

**C. ROADS:** Request approval of Resolution 2026-38 approving participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation, amended to correct the total budget cost.

**Stephanie Reynolds, County Manager:** The resolution was previously adopted during the last meeting. The Department of Finance and Administration (DFA) identified a $0.20 discrepancy in the amount previously submitted. The resolution is being corrected to account for the $0.20 difference and ensure that the amount stated in the resolution matches exactly what DFA approved for the County. This correction is intended to align the previously adopted resolution with DFA's approved amount.

**Motion**: **Commissioner McCall** motioned to approve, **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

## 11. APPROVALS/ACTION ITEM:

**A. ASSESSORS**: Request approval to reorganize and restructure the position within the Assessor's Office to better align with their actual job description, including pay compensation considerations.

**Linda Gallegos, Chief Deputy Assessor,** presented a letter included in the Commissioners' meeting packets requesting consideration of budget adjustments to reorganize employee classifications, update job titles, and establish clearer appraisal certification levels with corresponding salary increases. Explained that the proposal had been under consideration for several months and was brought before the current Commission to address long-standing staffing and compensation concerns before the end of the year, when both the elected Assessor and certain commissioners would be leaving office. Emphasized that the Assessor's Office plays a critical role in determining property valuations for ad valorem property taxes, which provide a

significant revenue source for the county. Employees perform specialized duties, receive professional training, and cross-train to maintain accurate property records and valuations.

**Employee Classification and Proposed Job Titles: Ms. Gallegos** provided a spreadsheet comparing current positions with proposed titles, along with employee task lists detailing their responsibilities and contributions to the department.

- **Geno Jones – 19 years of service:** Currently Office Manager; proposed title of Office Manager/Administrative Assistant to better reflect the administrative duties performed.
- **Cassandra Knoten – 7 years of service:** Currently CAMA Data Analyst; proposed title of CAMA Appraiser and Data Analyst to reflect the additional appraisal knowledge required for data analysis and valuation quality control.
- **Crystal Salas – 13 years of service:** Currently Senior Lead Certified Appraiser; the proposal would clarify the Senior Lead and State Certified Appraiser classifications. Duties include reviewing and verifying property sales, processing property splits and combinations, reviewing permits, and training newer appraisal staff. The representative reported that the office processed 547 sales from January through September.
- **Tanner Solomon: 7 Years of service:** Currently Certified Appraiser; proposed classification of State Certified Appraiser, reflecting the certification level attained.
- **Shelly Cage – 8 months of service:** Previously worked as an appraiser in San Juan County and attained State Certified Appraiser status after completing the required continuing education.
- **Mariah Ortega – 8 months of service:** Hired as an Appraiser Apprentice and advanced to Certified Appraiser I after completing one appraisal course. She was scheduled to take her second appraisal course the following week, which would advance her training toward the next certification level.
- **Alanna Chavez – 5 years of service:** Currently Customer Service Specialist; proposed reclassification to Administrative Assistant. Her duties include processing deeds, updating property ownership records, and verifying legal descriptions.
- **Emily Spurrier – 4 months of service:** Currently Customer Service Specialist; proposed reclassification to Administrative Assistant. She was preparing to assume responsibility for the Business Personal Property (BPP) program.

**Certification and Professional Development:** The representative explained that State Certified Appraiser status requires completion of four appraisal courses. The proposed certification levels and associated salary increases would provide employees with attainable professional

development goals and encourage continued education to support fair, equitable, current, and accurate property valuations.

**Ms. Gallegos** stated that the proposal was intended to make salaries more competitive and commensurate with employee responsibilities, training, and compensation in other County departments and comparable County offices. The representative also referenced the County's reported $35 million increase in ad valorem taxes from the previous year to the current year, emphasizing the Assessor's Office's role in producing the property valuation information used in that revenue process.

**Ms. Gallegos** asked commissioners to review the proposal and supporting task lists, consider the requested adjustments, and ask questions or request additional information as needed.

Questions and Discussion by Commissioners

**Chairman Schwebach** stated that they were not prepared to approve the proposal at the meeting. The commissioner explained that employee reclassifications and salary adjustments are generally addressed during the budget process and that additional information was needed before a decision could be made.

**Chairman Schwebach** expressed concern about making significant departmental changes near the end of the current administration, particularly with a new elected Assessor and a new Commission majority expected. The commissioner stated that the proposal needed further review to understand the changes and their implications.

**Chairman Schwebach** asked for the total annual cost of the proposed salary adjustments and whether the increases could be accommodated within the department's existing budget.

**Chief Deputy Assessor Gallegos** reported that the proposed increases totaled approximately $18.67 per hour across all employees and acknowledged that the annual budget impact had not yet been calculated, including related insurance costs.

**Chairman Schwebach** stated that the annual financial impact and funding source were necessary to evaluate the request, particularly given the County's tight budget.

**Chairman Schwebach** stated that the proposal should have been submitted during the May–June budget process for inclusion in the FY 2027 budget. The Commissioner expressed reluctance to approve changes without knowing their full financial impact and questioned where additional funding would come from.

**Ms. Gallegos** acknowledged the timing concern but reiterated that the request addressed long-standing issues involving employee classifications, certifications, duties, and compensation. The representative asked commissioners to consider the specialized work performed by the Assessor's Office and the value of retaining trained and experienced employees.

**Ms. Gallegos** referenced previous salary adjustments in the Road Department for employees who attained additional certifications, noting that the Assessor's Office was requesting a similar approach tied to professional qualifications.

**Chairman Schwebach** responded that the Road Department restructuring had been discussed over an extended period, involved operational concerns, and was supported by an assessment of its overall financial impact.

**Chairman Schwebach** also noted that the Road Department is not an elected official's department, distinguishing it from the Assessor's Office.

**Direction from the Commission**

**Chairman Schwebach** indicated that further discussion with the Assessor's Office representative and County administration was needed and requested a complete analysis of the proposal's annual budget impact, including salary and associated insurance costs, along with clarification of the funding source.

**Commissioner Jaramillo** suggested addressing the proposal during the next budget cycle, with input from the incoming Assessor and consideration of compensation equity across County departments.

**Motion**: **Chairman Schwebach** motioned to table till has more information, **seconded** by Commissioner McCall.

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**B. DISPATCH:** Request approval to amend the Medical Directive for Torrance County EMS to add Emergency Management to the contract for medical direction.

**Stephanie Reynolds, County Manager,** explained that the directive amends an existing agreement between Torrance County and Dr. Kaw, a document maintained by Dispatch. The requested change is to include the County Emergency Manager under the agreement's existing provisions and Dr. Kaw's professional direction.

**Stephanie Reynolds, County Manager,** clarified that the amendment would allow the current Emergency Manager, who already holds the required certification, to perform authorized functions under Dr. Kaw's direction and within the scope of her existing qualifications.

**Stephanie Reynolds, County Manager,** emphasized that the amendment does not require future employees to hold the same certification. It addresses the qualifications of the current employee and does not establish a mandatory certification requirement for future personnel.

**Ryan Schwebach, County Chairman,** asked why the amendment was being brought forward at this time, given that the agreement had been in place for some time.

**Samantha O'Dell, Emergency Manager,** explained that the provision had been included in the previous agreement with Dr. Kaw but was inadvertently omitted when the contract was revised. She stated that the directive was intended to correct that oversight and restore a provision that had previously been covered.

The amendment is intended to ensure that the agreement accurately reflects the current Emergency Manager's certification and authorized responsibilities under Dr. Kaw's direction.

**Motion**: **Chairman Schwebach** motioned to approve, **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**C. FIRE/EMS:** Request approval to revert Grant Funds to the State of New Mexico for the Fire Department's comprehensive plan grant.

**Gary Smith, County Fire Chief,** expressed skepticism about the potential benefit of pursuing the opportunity, stating that the department's primary needs are already known, particularly additional staffing and an adequate water supply. The Chief questioned whether further review would provide any actionable information or practical solutions to address these existing needs.

**Chief Smith** emphasized that the department continues to face resource challenges and suggested that the opportunity would need to offer a tangible, innovative solution to justify the time and effort required.

**Kevin McCall, County Commissioner,** thanked the Fire Chief for reviewing the matter and explained that the purpose of requesting an additional review was to obtain another perspective before making a final decision to return or reallocate the funds.

The discussion acknowledged that the department and County are managing numerous ongoing responsibilities and moving quickly through multiple priorities. The Fire Chief indicated that a slower pace might allow more time to explore additional opportunities, but current demands limit that capacity.

The exchange reflected the need to balance the potential value of further review against existing staffing, water supply, workload, and operational priorities before deciding whether to proceed or return the funds.

**Motion**: **Chairman Schwebach** motioned to approve, **seconded** by **Commissioner McCall.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**D. FIRE/EMS**: Request ratification of application to HB255 grant. The application was due on October 9, 2026, prior to this regularly scheduled meeting.

1. Background and Grant Application

**Gary Smith, County Fire Chief,** explained that the opportunity to apply for funding under House Bill 255 was brought to the County's attention approximately two weeks earlier by State Representative Stephanie Lord, District 22.

Due to the September 9 application deadline and the limited time available, staff proceeded with submitting the grant application after prior discussions with the former County Manager regarding how to proceed if matching funds were not required.

**Stephanie Reynolds, County Manager,** explained that the intention was to bring the matter before the Commission for approval and ratification at the next appropriate meeting. The application was submitted and was still being processed at the time of the meeting. The Commission was being asked to ratify the grant proposal already submitted. Ratification would not obligate the County to accept the grant or commit to a long-term staffing expense without further review. If the proposal were not ratified, staff indicated that the application would have to be withdrawn.

2. Grant Structure and Long-Term Financial Responsibilities

**Gary Smith, County Fire Chief,** House Bill 255 establishes a two-year public safety workforce capacity-building grant intended to help agencies recruit and retain personnel while developing sustainable funding sources.

The funding structure is as follows:

- **Year 1:** 100% grant funding.
- **Year 2:** 50% grant funding.

- **After Year 2:** The county would be responsible for funding the positions through an identified, sustainable revenue source.

The program is a bridge to help the County establish staffing capacity while developing a long-term financial plan.

**Ryan Schwebach, County Chairman,** emphasized that the County must determine how it would pay for the positions after the grant funding decreases and ends. They noted that there could be consequences if the county accepted the grant but could not sustain the positions.

**Gary Smith, County Fire Chief,** acknowledged that additional research was needed to confirm the grant requirements and identify eligible revenue sources.

3. Potential Use of Opioid Settlement Funds

**Stephanie Reynolds, County Manager,** reported that Torrance County had approximately $1.107 million in opioid-specific settlement funds available, which had not yet been used.

The funds are subject to specific restrictions, and staff were reviewing whether they could legally support public safety staffing associated with community paramedicine, behavioral health, rehabilitation, and addiction recovery.

The opioid settlement funds originated from litigation involving pharmaceutical companies and the opioid crisis, making programs focused on rehabilitation and recovery potentially relevant.

There were differing interpretations regarding whether the funds could be used for staffing, and confirmation was needed in writing.

Determining whether opioid settlement funds could support eligible activities would be an important step in establishing a sustainable funding plan beyond the two-year grant period.

4. Proposed Public Safety Positions and Specialized Responsibilities

**Chief Smith** outlined a plan to use three specialized public safety positions to improve countywide emergency response, prevention, and operational support.

One position would oversee a community paramedicine program while also responding to 911 calls as a single-resource unit.

The program would focus on individuals who repeatedly require emergency services, including people experiencing substance use disorders, overdoses, and behavioral health challenges.

Personnel could conduct community outreach, connect individuals with treatment and rehabilitation services, provide information and support, and help people access appropriate care.

The representative emphasized that the program could go beyond handing out informational materials by helping individuals navigate services and, when appropriate, facilitating transportation to treatment or support programs.

**- Wildland Fire Operations**

Another position would focus on wildland fire responsibilities and related specialized operations.

**Chief Smith** cited approximately $31,000 billed for reimbursement associated with the Whiskey Fire as an example of potential revenue recovery connected to these activities.

The representative explained that developing this function could help recover costs and provide additional financial support for the program.

**- Fire Safety Officer and Fire Marshal Functions**

The third area would build on the Fire Safety Officer position, which had been initiated approximately one month earlier.

Still developing the position's duties and responsibilities.

**Chief Smith** explained that the county currently relies on the state for certain fire-related reviews and functions associated with planning and zoning because it does not have an internal fire marshal's office.

The proposed development would help the county conduct more of its own fire inspections, fire-plan reviews, and related safety functions, potentially generating revenue through these services.

**- Emergency Response and Incident Command**

**Chief Smith** explained that the specialized personnel would remain available for 911 response in addition to their assigned program responsibilities.

The positions would provide experienced personnel to assist municipalities and communities experiencing staffing shortages, including Mountainair, where the representative described difficulties maintaining adequate staffing for emergency calls.

Also assist with patient care, serve as incident commanders during events, and coordinate with other fire chiefs.

**Chief Smith** described the positions as a countywide resource benefiting both unincorporated areas and incorporated municipalities.

5. Behavioral Health, Addiction Recovery, and Community Outreach

**Ryan Schwebach, County Chairman,** asked for further explanation of how the proposed positions would address frequent emergency-service users, prevention, and community-based assistance.

**Chief Smith** explained that personnel could follow up on incidents such as overdoses and help connect affected individuals with support services, rehabilitation programs, and behavioral health resources.

**Chief Smith** identified substance use and mental health needs as significant areas of concern across Torrance County and its municipalities.

**Chief Smith** described the potential for personnel to serve as a consistent point of contact for individuals who may not know where to seek help or how to access available services.

**Ryan Schwebach, County Chairman,** expressed support for an approach that provides meaningful assistance beyond distributing pamphlets, including coaching, practical support, and helping individuals enter treatment programs.

**Ryan Schwebach, County Chairman,** asked whether the program could work collaboratively with behavioral health professionals, including Jackie Muncie and the team expected to become involved.

**Chief Smith** agreed that coordination could create a stronger support network.

The discussion also identified opportunities to collaborate with rehabilitation facilities and other organizations to help individuals transition into treatment and recovery services.

**Motion**: **Chairman Schwebach** motioned to approve, **seconded** by **Vice-Chair Jaramillo.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**E. FIRE/EMS:** Request approval to pay an unauthorized purchase from last fiscal year to TCL Uniforms in the amount of $664.16. Replacement of uniforms due to equipment destruction at UMN resulting from the Mountainair incident on May 20, 2026.

**Gary Smith, County Fire Chief,** explained that the reimbursement request resulted from an incident that caused losses for first responders, including uniforms and other personal or department-related items. The representative stated that the overall losses from the event were

estimated at approximately $5,000–$6,000, with no resolution reached regarding the broader losses.

**Chief Smith** expressed disappointment that first responders who were assisting the community experienced losses themselves. The incident reportedly affected a variety of belongings, including wedding rings, phones, uniforms, and other equipment.

**Chief Smith** explained that an individual had purchased replacement equipment following the incident, but the reimbursement request for the uniforms had been overlooked. The current request was intended to correct that oversight and reimburse the associated uniform expenses.

**Ryan Schwebach, County Chairman,** asked whether the uniforms had to be destroyed as a result of the incident. The representative stated that the circumstances were unusual and that the extent of the damage and loss varied among individuals.

**Julie Fill** explained that efforts to recover lost belongings had been pursued through various avenues, including the University of New Mexico (UNM), but those efforts had largely been exhausted without resolving all the losses.

**First Responder Property Losses and Claims Against UNM**

**Ryan Schwebach, County Chairman,** asked for clarification regarding the status of claims related to the incident in which first responders lost personal belongings. The commissioner recalled previously speaking with Julie Phil, who had indicated that tort claim notices would be filed against the University of New Mexico (UNM). The commissioner noted that such claims can take considerable time to process and asked whether there had been any updates.

**Ryan Schwebach, County Chairman,** raised concerns about how similar situations should be handled in the future to protect first responders and ensure that losses are properly documented and addressed.

**Julie Fill**, the Firefighters Union President, clarified that each affected individual was required to file an individual claim with UNM. The President confirmed that the necessary information had been provided and that the claims remained under review and processing by UNM.

**Julie Fill** explained that the losses varied among personnel. Some individuals experienced relatively minor losses, while others reported more than $5,000 in lost personal belongings. The President stated that their own loss was limited to a watch.

**Julie Fill** reported that UNM had requested substantial additional information, particularly regarding why documentation of the belongings was not completed. The President explained that personnel had been stripped of their belongings during the incident and sent away, contributing to the unusual circumstances surrounding the losses; claims were still being reviewed by UNM, and no final resolution had been reported.

**Motion**: **Commissioner McCall** motioned to approve, **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:

- Schwebach – Yes
- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

**F. FIRE/EMS:** Request approval to reimburse Andrew Jelson for the cost of the intermediate course provided by UNM EMS Academy in the amount of $2,030.00.

1. Background and Purpose of Request

**Gary Smith, County Fire Chief,** presented a request to reimburse an employee for the cost of completing EMT Intermediate training, which enhances emergency medical response capabilities within the department.

The differences between certification levels:

- EMT Basic: Provides basic emergency medical care, including CPR and basic first aid.
- EMT Intermediate: Allows additional medical interventions, including starting IVs, administering cardiac medications, and providing certain medications to stop seizures.
- Paramedic: Provides a more advanced level of emergency medical care and requires more extensive training.

The department had originally planned to send two individuals to EMT Intermediate training. One employee withdrew because of an upcoming addition to his family, leaving the other individual to complete the course.

2. Employee Training and Reimbursement Request

**Gary Smith, County Fire Chief,** explained that the employee had already enrolled in and paid for the training before reimbursement was formally requested.

The department had initially expected the employee to cover the expense personally. However, because the second employee withdrew and the department no longer needed to cover that individual's training, **Chief Smith** wanted to ask the Commission whether the available funds could instead be used to reimburse the employee who completed the course.

The employee completed the course and became one of the department's newest EMT Intermediates.

The employee had been a committed member of the department for longer than the representative had been employed there and described him as a valued employee.

Purpose of Reimbursement: The request was intended to compensate the employee for training that benefits the department by expanding its emergency medical response capabilities.

3. Discussion Regarding Training Policies and Employee Retention

**Ryan Schwebach, County Chairman,** asked whether the County had an established program for paying employees' training expenses or supporting additional professional certifications.

**Gary Smith, County Fire Chief,** explained that training support generally depends on available funding. The department attempts to reimburse employees when training improves emergency response and enhances services provided to the public.

**Ryan Schwebach, County Chairman,** supported funding professional development but suggested establishing a formal training reimbursement agreement that includes an employee retention requirement.

- The proposed agreement could require employees who receive County-funded training to remain with the County for a specified period.
- The obligation could be prorated over time, with the repayment requirement gradually decreasing as the employee continues working for the County.
- If an employee leaves shortly after completing expensive training, a portion of the training cost could potentially be recovered under the agreement.
- The commissioner noted that such an arrangement would help protect the County's investment in employee development.

**Gary Smith, County Fire Chief,** agreed with the recommendation and explained that retention provisions would be particularly important for future paramedic training, which requires a more substantial investment of time and money and may create opportunities for employees to move to other departments.

**Motion: Commissioner Schwebach** motioned to approve, **seconded** by **Vice-Chair Jaramillo.**

- Roll Call Vote:
  - Schwebach – Yes
  - McCall – Yes
  - Jaramillo – Yes

**Motion Carried**

**G. FIRE/EMS:** Request approval to pay an unauthorized purchase from last fiscal year to Airgas in the amount of $2,393.39. There was an emergency oxygen order placed because all oxygen was used during the incident on May 20, 2026, in Mountainair.

**Gary Smith, County Fire Chief,** explained that a significant amount of medical oxygen was used during an incident involving patients who required transportation by emergency medical services. The oxygen was necessary to provide patient care during transport. The department needed to replenish oxygen supplies, including:

- Large oxygen cylinders carried in rescue vehicles.
- Portable oxygen cylinders used by emergency personnel.
- Additional oxygen supplies used during the incident and routine operations.

**- Delayed Payment or Processing: Chief Smith** expressed uncertainty about why the Airgas expense had not been addressed sooner, noting that approximately three to four months had passed. The representative acknowledged the delay and brought the matter forward to resolve the outstanding expense.

**- Cost of Replenishment:** An amount of approximately $2,400 was referenced during the discussion for the oxygen-related expense. The exact wording of the amount and the associated vendor reference should be verified against the invoice.

**Motion: Commissioner Schwebach** motioned to approve, **seconded** by **Commissioner McCall.**

- Roll Call Vote:
  - Schwebach – Yes
  - McCall – Yes
  - Jaramillo – Yes

**Motion Carried**

**H. FIRE/EMS:** Request approval to submit a grant application for a special project through the NM EMS Bureau. The grant requires a 25% cash match, which is available through district fire protection funding. Allocations would be for the FY 28 budget.

**1. Request and Purpose**

**Gary Smith, County Fire Chief,** explained that the department is seeking to secure funding for an additional rescue vehicle through a grant, using a similar approach to the purchase of Rescue 16. The department purchased Rescue 16 using grant funding, supplemented by funds from Fire District 3 to cover the remaining balance.

Using funds from Fire District 2 (Indian Hills) to cover the difference between the anticipated grant award and the cost of another rescue vehicle.

The goal is to strengthen the department's fleet, maintain reliable emergency response capabilities, and ensure that front-line rescue vehicles remain operational.

**2. Current Rescue Fleet and Maintenance Concerns**

**Kevin McCall, County Commissioner,** asked about the mileage and overall condition of the department's rescue vehicles.

**Gary Smith, County Fire Chief,** explained that the vehicles accumulate mileage rapidly because of frequent emergency responses and patient transports. The representative noted that the high usage would make the vehicles difficult to maintain economically under a lease arrangement.

**Chief Smith** provided the following examples:

- **Rescue 13:** Experienced a belt-related mechanical problem approximately three weeks earlier. Although the initial issue was not considered major, a replacement pulley cost approximately $4,200. The vehicle also requires transmission work.
- **Rescue 14:** Identified as another older vehicle in terms of mileage, despite its relatively recent age.
- **Rescue 16:** Purchased through the previous grant-funded process and had accumulated approximately 64,000 miles in just under a year, according to the discussion.

**- Operational Concerns: Chief Smith** emphasized that the department needs to keep its primary, first-out rescue vehicles ready for immediate deployment while managing maintenance and repairs on high-mileage vehicles.

**3. Current Vehicle Availability and Fleet Needs**

**Gary Smith, County Fire Chief,** reported that a rescue vehicle obtained from Valencia County still requires additional work and is currently stationed in Willard, where it sees less frequent use.

Two rescue vehicles were reported as operational at the EMS station, although Rescue 13 still requires transmission repairs.

**Chief Smith** explained that obtaining another rescue vehicle would help the department move toward its desired fleet configuration:

- Four rescue vehicles available for daily operations.
- Two additional vehicles serving as spares, allowing maintenance and repairs to occur without significantly reducing operational availability.

**Chief Smith** emphasized that having backup vehicles is important because the department's active units accumulate mileage quickly and require ongoing maintenance.

**4. Funding Availability and Matching Funds**

**Stephanie Reynolds, County Manager,** informed the Commission that the proposed matching funds would come from the Fire Protection Fund.
The fund had approximately $394,000 available as of the previous Thursday.

This balance indicates that funding was available in the account for consideration as a potential grant match.

The proposed approach would mirror the prior purchase of Rescue 16, using grant funding supplemented by available fire district funds to cover the remaining cost.

**5. Additional Operational Consideration**

During the discussion, the representative also noted the need to address emergency room access and patient transport arrangements in the area.

The willingness to collaborate on this issue, recognizing that emergency medical transport and destination availability are additional concerns affecting the department's operations.

**Motion: Commissioner McCall** motioned to approve, **seconded** by **Vice-Chair Jaramillo.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**I. JUVENILE JUSTICE (EVYFC),** Rebecca Armstrong, Continuum Coordinator: Request approval of the annual board member renewal as presented on September 23, 2023.

**Rebecca Armstrong, Coordinator,** requested Commission approval of the Estancia Valley Youth and Family Council Board membership list previously presented at the last Commission meeting. The approval of the current list was needed at this time, even though some board representatives may change in January or throughout the coming year as appointments and assignments are updated.

**Ryan Schwebach, County Chairman,** confirmed that the list being considered was the same list presented at the previous meeting. A motion for approval was then proposed, and it was also asked whether a vacancy remained for the Edgewood Police Department.

**Ms. Armstrong** explained that she had contacted Lieutenant Lavato of the Edgewood Police Department following the previous Commission meeting. Lieutenant Lavato advised her that some positions had been filled and that the department had a new chief.

**Ms. Armstrong** stated that she was coordinating a meeting with herself, the new police chief, and the lieutenant to explain the purpose and responsibilities of the Estancia Valley Youth and Family Council Board, answer questions, and determine whether the department wished to continue participating and designate a representative, and will provide further information regarding Edgewood Police Department's participation after the meeting.

**Motion**: **Commissioner Schwebach** motioned to approve, **seconded** by **Commissioner McCall**.

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

**J. PLANNING AND ZONING:** Review of the 2026 Zoning Ordinance revision proposal. Request approval to publish before hearing for adoption.

**Donald Goen, County P & Z Director,** explained that the proposed changes include language clarification, updated definitions, and revised development standards to make the ordinance clearer, more consistent, and enforceable. The county attorney has reviewed the revisions, and the presenter confirmed that the proposal is ready to proceed to publication.

**- Definitions and agricultural regulations:** The revisions clarify definitions for feedlots, kennels, livestock, poultry, temporary agricultural activities, and other land uses.

- Feedlot definitions would be aligned with federal guidelines.
- Livestock equivalencies would be updated to reflect USDA guidelines, changing the comparison from one horse or cow equaling three goats or sheep to five.
- Poultry limits would be established, with more than 24 birds potentially constituting commercial activity and requiring a conditional use permit, depending on the zoning designation and circumstances.
- Kennel provisions would be clarified to restore specific animal-number guidelines.
- Temporary agricultural activities, including school and 4-H projects, would be clarified to avoid conflicts between sections of the ordinance.

- **Mobile home age restrictions: Mr. Goen** proposed prohibiting the placement of used mobile homes more than 30 years old. He explained that the existing requirement allowed mobile homes dating back to 1977, potentially bringing older, deteriorating units into the county. The proposed rolling 30-year limit is intended to improve residential construction quality while preserving access to affordable used housing.

- **Residential structures and living in sheds:** The revisions specifically clarify that sheds are intended for storage and may not be used as dwellings unless they meet applicable residential construction requirements. The presenter explained that this would help code enforcement address unsafe living conditions, including structures without approved plumbing, electrical systems, or appropriate waste disposal. Commissioners asked how the provision would apply to barndominiums and tiny homes; the presenter confirmed that residential structures must meet applicable permitting and construction standards.

- **Water-storage systems and development permits:** The proposed revisions would allow appropriately licensed New Mexico GB-98 contractors to design and install certain water-storage systems for properties relying on hauled water. Contractors would need to provide proof of current state licensure. Plans drawn by property owners would still require review and approval by a New Mexico-licensed engineer or architect. The presenter stated that the change would reduce unnecessary barriers to residential development while maintaining appropriate accountability.

- **Floodplain compliance:** The ordinance would require property owners to submit a post-construction elevation certificate within one year of receiving a land development permit when applicable. The presenter explained that the county had encountered cases in which pre-construction certificates were submitted but final certificates were not provided. This revision would support continued compliance with FEMA requirements and the National Flood Insurance Program.

- **Cannabis production and manufacturing:** A significant portion of the revisions addresses the size and expansion of cannabis operations.

  - One state-issued cannabis production or manufacturing license would be permitted per parcel.
  - Applicants would be required to disclose the number of plants proposed for production.
  - Facility square footage would be tied to the number of mature plants, with limited allowances for variations in facility design.
  - Conditional use permits would specify approved plant counts and facility sizes.
  - Any proposed increase in plant numbers or facility square footage would require modification of the existing conditional use permit through the Planning and Zoning Board.
  - Violations could result in revocation of the conditional use permit.

**Mr. Goen** explained that these provisions are intended to prevent uncontrolled expansion, excessive water use, and multiple large growing operations on a single parcel. He emphasized that the county is not prohibiting cannabis operations but establishing clearer requirements for their size and operation.

- **Current cannabis activity:** In response to commissioners' questions, the presenter estimated that approximately eight cannabis operations were active, although he would need to verify the exact number. He stated that the county had not received a new application in more than a year and that the state Cannabis Control Division had been made aware of the county's proposed requirements.

- **Domestic wells and water use:** The revisions would clarify that individual domestic wells should not automatically be considered an impairment of prior existing water uses. The presenter distinguished ordinary residential well use from large commercial operations that could significantly affect surrounding water resources. He noted that state law governs domestic well permits and that the intent is to avoid unnecessarily restricting otherwise lawful residential development.

- **Public notification requirements: Mr. Goen's** revisions would simplify certain notification procedures while maintaining reasonable efforts to notify affected property owners. The presenter explained that repeatedly mailing notices to the same address using different delivery methods can create unnecessary administrative work when the original notice is returned.

- **Clarification of zones and districts:** The presenter explained that the ordinance has historically used the terms *zone* and *district* inconsistently.

  - Zones may be changed through the county commission's approval process.
  - Districts, such as special-use and solid-waste districts, operate within established zones.
  - The revisions clarify these distinctions to help applicants understand whether they need a zoning change or a conditional use permit.
  - Commissioners confirmed their understanding that the changes are intended to standardize terminology rather than introduce an entirely new zoning structure.

**Commissioner McCall** asked whether the cannabis revisions would affect businesses growing traditional crops, such as tomatoes or potted plants.

**Mr. Goen** clarified that the additional restrictions apply specifically to cannabis operations. Traditional commercial greenhouse activities would continue under the existing applicable requirements, including conditional use permits where required.

**Commissioner McCall** discussed enforcement of the proposed restrictions on living in sheds and other unpermitted structures.

**Mr. Goen** reported that the department now has two code enforcement officers and one senior code enforcement officer, compared with one officer previously covering approximately 3,400

square miles. He stated that the additional staffing has allowed the department to be more proactive and to increase the number of cases investigated and addressed.

**Mr. Goen** explained that a reference sheet was included in the commission's packet to identify proposed changes without requiring commissioners to review all 84 pages of the ordinance line by line. The proposed revisions will be available for public review before the scheduled hearing.

**Linda Jaramillo, County Vice Chair,** sought clarification regarding feedlot restrictions, mobile home age limits, sheds used as residences, commercial greenhouse operations, cannabis facility expansion, water usage, and the distinction between zoning changes and conditional use permits.

**Donald Goen, County P & Z Director,** responded that the revisions are primarily intended to clarify existing requirements, close regulatory gaps, and establish more consistent standards for enforcement.

**Kevin McCall, County Commissioner,** confirmed that feedlots remain prohibited in residential zones and discussed the importance of ensuring the public can review the proposed language before adoption.

**Donald Goen, County P & Z Director,** confirmed that the proposed revisions had been reviewed by the County Attorney and that he had already received inquiries from members of the public regarding the changes.

**Motion: Commissioner Schwebach** motioned to approve, **seconded** by **Vice-Chair Jaramillo.**

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

## 12. DISCUSSION:

### A. CLERK'S REPORT:

1. Election Administration and Early Voting Update

**Sylvia Chavez, County Clerk,** reported that early voting began the previous Tuesday and provided an update on election preparations, voter participation, and absentee ballot activity.

**Election certification:** The County completed its election machine certification on September 30. Only 29 ballots needed to be processed through the machine, allowing the certification to be completed before noon.

- The process was completed efficiently.
- She thanked the Republican Party chair for attending and observing the certification, noting that the chair asked questions and expressed confidence in the process.

**In-person voting:** As of the morning report, 187 voters had cast ballots in person at the Administration Building during the first five days of early voting.

**Absentee voting:** The County had sent out 537 absentee ballots and received 23 completed ballots back as of the previous afternoon. The Clerk noted that ballots had only recently been mailed and that returns were beginning to arrive.

**Absentee drop boxes:** The permanent drop boxes in Mountaineer and Moriarty were being used, and election staff had already collected ballots from both locations.

**Overseas voters:** The County received six overseas ballot requests, including voters residing in Ecuador, England, and Norway. The Clerk reported that three of the six ballots had already been returned. Overseas ballots must be received by the applicable election deadline.

**Voter education:** The Clerk encouraged Commissioners and members of the public to use voter guides prepared by the nonpartisan League of Women Voters. The guides explain the four proposed constitutional amendments, bond questions, and candidate information.

**Additional voting location:** The Moriarty Civic Center was scheduled to open as an alternate early voting location that Saturday, with voting available Tuesday through Saturday from 10:00 a.m. to 6:00 p.m.

2. New Mexico Counties Legislative Priorities

**Sylvia Chavez, County Clerk,** reported on information received from the New Mexico Counties Board of Directors meeting. Although she was unable to attend due to illness, she consulted with Vice Chair Joshua Jones, a Sandoval County Commissioner, who provided the meeting information.

Four legislative priorities were identified for the upcoming legislative session:

**House Bill 2 appropriations:** Items include the detention reimbursement fund, 700 MHz radios, and a special appropriation related to the disabled veterans exemption.

**Governmental solvency:** Addressing financial stability and sustainability for County governments.

**Inspection of Public Records Act (IPRA) improvements:** Seeking changes to address the administrative burden of public records requests.

**EMS as an essential government service:** Advancing recognition and support for emergency medical services as an essential public service.

3. Inspection of Public Records Act (IPRA) Concerns

**Sylvia Chavez, County Clerk,** highlighted IPRA reform as a significant concern for Torrance County and smaller Counties throughout New Mexico.

Torrance County ranked among the top 10 counties statewide for the volume of IPRA requests, alongside larger counties such as Bernalillo and San Juan.

The volume and complexity of requests had become a substantial administrative burden, requiring Torrance County to establish a dedicated position to manage IPRA requests. Previously, the responsibilities had been handled as part of the County Clerk's broader duties.

The law was being used in ways that create excessive workloads for county employees rather than serving its original purpose of promoting transparency and open government.

**Kevin McCall, County Commissioner,** noted that IPRA reform had been a legislative priority for approximately six years but had repeatedly failed to advance.

- **Sylvia Chavez, County Clerk,** agreed that reform should remain a priority until meaningful changes are adopted.

- **Kevin McCall, County Commissioner,** discussed why reform had stalled, with the discussion identifying legislative approval and disagreements over the proposed statutory language as potential obstacles. Questions were also raised about whether state legislators are subject to the same public records requirements as local officials; no definitive answer was established during the discussion.

- Madam Clerk shared an example of the workload, reporting that a County employee had received 33 IPRA requests over a long weekend and emphasized that the objective of reform is to preserve government transparency while ensuring that records requests do not unnecessarily overwhelm County staff.

4. Oil and Gas Revenue Distributed to Torrance County

- **Sylvia Chavez, County Clerk,** shared information from a presentation by the New Mexico Oil and Gas Association regarding funding distributed to Torrance County in 2025.

- The presentation reported approximately $16.1 million in oil and gas-related funding distributed for the benefit of Torrance County.
    - Approximately $12.6 million was allocated to schools.
    - Approximately $3 million was allocated through capital outlay funding.

- The Clerk stated that she had not realized the amount of funding was so substantial and considered the information valuable for understanding the contributions of oil and gas revenues to local education and county projects.

5. Voter Education and Constitutional Amendments

- Madam Clerk explained that she had posted simplified explanations of the constitutional amendments on her Facebook page to help voters understand the choices on the ballot.

- She noted that the amendments address subjects including the governor's veto authority, legislative compensation, and the placement of school bond questions on general election ballots.

- Her goal was to explain the practical effect of voting "yes" or "no" on each amendment so residents could make informed decisions without having to interpret lengthy legal language independently.

- The Clerk reiterated her commitment to providing accessible, nonpartisan election information to the public.

---

**B. MANAGER'S REPORT:**

**Stephanie Reynolds, County Manager:**

**1. Employee Health Insurance and Benefits**

Employees had expressed widespread dissatisfaction with the County's existing health insurance coverage, particularly regarding affordability and the level of benefits provided.

After exploring alternatives, the county pursued an arrangement with the City of Albuquerque to extend its employee benefits program to Torrance County employees, beginning in January.

Cost savings: The County Manager reported the following annual administrative costs:

- Previous benefits consulting arrangement with Gallagher: $27,600 annually.
- Proposed arrangement through the City of Albuquerque: $4,700 annually.
- Estimated annual savings to the county: $22,900.

The available benefits will include medical, dental, vision, life insurance, term insurance, and other benefits offered through the City of Albuquerque.

Employees will have the option to enroll in the available coverage but will not be required to do so if they have other coverage, such as military benefits.

Enthusiasm about the change, emphasizing that the goal was to provide employees with more affordable coverage and improved benefit options. She reported that employees had welcomed the proposed change.

### 2. County Audit

The County's audit preparation was progressing well.

Auditors had requested documentation from various departments, and department heads and staff were responding diligently to those requests.

An official meeting was scheduled for that day to begin the audit process.

The County Manager acknowledged the cooperation of county personnel in gathering and submitting the requested information.

### 3. Behavioral Health and Community Coordination

Following discussions with Jackie Muncie regarding the proposed committee and community coordination efforts previously discussed by the Commission.

Ms. Muncie was not yet ready to establish a separate committee and instead wanted county representatives and interested individuals to participate in existing meetings.

A meeting was scheduled for October 26 at 9:00 a.m. at the Neil Mertz Building, located at the judicial complex north of Estancia, at 903 Fifth Street.

Stephanie Reynolds, County Manager, encouraged Commissioners, previously identified County representatives, and interested members of the public to attend and become more familiar with the ongoing efforts.

### 4. Requests for Proposals and Employment Vacancies

Two active requests for proposals (RFPs):

- **Domestic Violence Coordinator:** Proposals were scheduled to close October 29.
- **Economic Development Coordinator:** Proposals were scheduled to close November 5. This was the second time the position had been advertised.

**Stephanie Reynolds, County Manager,** anticipated providing an update on the economic development recruitment process at the next Commission meeting.

She also reported that Torrance County had only one posted employment vacancy at the time of the meeting: Assistant Chief of Training for the Fire Department.

The low number of vacancies reflected the County's current staffing status.

**5. Future Use of the Current Administrative Building**

**Stephanie Reynolds, County Manager,** reported that there were no significant new developments regarding the future use of the current administrative building.

The county was considering how to repurpose the building to meet future operational needs.

**Linda Jaramillo, County Vice Chair,** recalled that the previous discussion had included the possibility of using the building for EMS and law enforcement functions, potentially creating a public safety facility.

**Stephanie Reynolds, County Manager,** confirmed that she remained open to those possibilities and stated that the general direction was to repurpose the building rather than rent or lease it to an outside party.

No final decision regarding the building's future use was reported.

---

## D. COMMISSIONER'S REPORT:

**Kevin McCall, County Vice Chair:** None

---

**Ryan Schwebach, County Chairman:** Expressed gratitude for the recent rain and moisture, emphasizing hope that the precipitation continues to benefit the County, and acknowledged the Road Department's ongoing work and encouraged the public to be patient as crews address road conditions following the rainfall.

---

**Linda Jaramillo, County Commissioner,** reported receiving numerous phone calls and emails and has been responding to constituents' questions and concerns.

I attended the Matanza event hosted by the Manzano Land Grant. State Representative Stephanie Lord and other elected officials were present. The event was enjoyable, with music and a community atmosphere.

I also attended a Sunday meeting with residents in the Mountainair area, specifically in Loma Parda, regarding concerns about utility poles that may be placed through or across their

properties. The issue involves residents seeking clarification about the proposed pole locations and potential property impacts.

I will be absent from the next County Commission meeting due to a 10-day religious pilgrimage with my church parish to Portugal, Spain, France, and the Vatican. This is my first trip to Europe.

**Chairman Schwebach** instructed County Manager Reynolds to keep the next Commission meeting agenda-light since Vice-Chair Jaramillo will not be in attendance and does not want to make decisions without her here.

---

## 13. EXECUTIVE SESSION:

**A. COMMISSION:** Limited personnel matters regarding the position of the County Manager, Pursuant to Executive Session NMSA 1978 10-15-1.H (2)

**B. COMMISSION:** Discussion regarding the purchase and discussion for possible action on a land purchase agreement between Mr. Larson and Torrance County, NMSA 1978, Section 10-15-1(H)(8).

**C. COMMISSION:** Discussion regarding a proposed lease for Torrance County property for the purpose of grazing, NMSA 1978 10-15-1 (H)(6)

**D. COMMISSION:** Discussion regarding RFP award for legal representation and DWI Coordinator, NMSA 1978, Section 10-15-1 (H)(6)

**Motion: Commissioner McCall** motioned to move to Executive Session, **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:
    - Schwebach – Yes
    - McCall – Yes
    - Jaramillo – Yes

**Motion Carried**

---

**Motion: Chairman Schwebach** motioned to move to Regular Session, **seconded** by **Commissioner McCall.**

- Roll Call Vote:

- Schwebach – Yes
- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

---

## 14. CONSIDERATION OF ACTION(S):

**A. COMMISSION:** Limited personnel matters regarding the position of the County Manager, Pursuant to Executive Session NMSA 1978 10-15-1.H (2)
**(Roll Call Vote)**

**Motion: Chairman Schwebach** motioned to continue the County Manager's employment for the remainder of the 24-month contract. The County Manager will continue serving under the existing contract and address the probationary review period, **seconded** by **Commissioner McCall.**

Roll Call Vote:

- Schwebach – Yes
- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

**B. COMMISSION:** Discussion regarding the purchase and discussion for possible action on a land purchase agreement between Mr. Larson and Torrance County, NMSA 1978, Section 10-15-1(H)(8).
**(Roll Call Vote)**

**Motion: Chairman Schwebach** motioned to direct the County Manager to execute the closing documents for the purchase of land from William A. Larson. The property is described as being located in the southwest quarter and a portion of the north half of the southeast quarter of Section 9, Township 8 North, Range 8 East. Approximately five gross acres. A plat filed on March 1, 1996, with information updated through November 2, 2026, as stated in the meeting transcript, **seconded** by **Vice-Chair Jaramillo.**

Roll Call Vote:

- Schwebach – Yes
- McCall – Yes

- Jaramillo – Yes

**Motion Carried**

**C. COMMISSION:** Discussion regarding a proposed lease for Torrance County property for the purpose of grazing, NMSA 1978, Section 10-15-1 (H)(6).
**(Roll Call Vote)**

**No Action Taken**

**D. COMMISSION:** Discussion regarding RFP award for legal representation NMSA 1978, Section 10-15-1 (H)(6).
**(Roll Call Vote)**

1. **Meeting Minutes Summary – Legal Services Contract Award**
   - Motion Made: A commissioner made a motion to award the contract to NMLG Law, the County's existing legal counsel.
   - Clarification of Firm Name: During the motion, the speaker asked for confirmation that the law firm's name was stated correctly. The response indicated that the name was close enough, confirming the intended firm.
   - Purpose: The motion sought to award the contract to the County's current attorney, continuing the existing legal services relationship.
   - Action Status: The transcript does not indicate whether the motion was seconded or approved by the Commission.

**Motion**: **Commissioner McCall** motioned to approve, **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:
  - Schwebach – Yes
  - McCall – Yes
  - Jaramillo – Yes

**Motion Carried**

**E. COMMISSION:** Discussion regarding RFP award for DWI Coordinator, NMSA 1978, Section 10-15-1 (H)(6).

1. **Meeting Minutes Summary – DWI Coordinator Contract Award**

**Motion**: **Commissioner McCall** motioned to award Michelle Ortiz the position of DWI Coordinator, **seconded** by **Vice-Chair Jaramillo**.

- Roll Call Vote:
  - Schwebach – Yes

- McCall – Yes
- Jaramillo – Yes

**Motion Carried**

**15. Announcement of the next Board of County Commissioners Meeting:**

Next meeting: October 28, 2026, 9:00 AM

---

**16. Signing of official documents:**

---

**17. Adjournment:**

**Motion**: **Chairman Schwebach** motions to adjourn. **Vice-Chair Jaramillo**.

- Roll Call Vote:
  - Schwebach – Yes
  - McCall – Left early
  - Jaramillo – Yes

**Motion Carried**

Meeting adjourned at 11:44 AM.

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Sylvia Chavez – County Clerk

*The video and audio of this meeting are available upon request.




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 6




Torrance County, NM

# Check Report

By Check Number

Date Range: 10/07/2026 - 10/20/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: Main Checking-Main Checking** | | | | | | |
| 1232 | CORECIVIC INC. | 10/07/2026 | EFT | 0.00 | 309,130.85 | 609 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| TCDF 122025H | Invoice | 10/07/2026 | CoreCivic ICE & USMS FY26 | 0.00 | 304,314.75 |
| | 825-070-2172 | CARE OF INMATES | Decemberr 2025 USMS Inmate | 304,314.75 | |
| TCDF 122025T-M | Invoice | 10/07/2026 | CoreCivic ICE & USMS FY26 | 0.00 | 4,816.10 |
| | 825-070-2172 | CARE OF INMATES | April 2026 USMS Court Transpo | 4,816.10 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 418 | COLUMBUS BANK AND TRUST | 10/08/2026 | EFT | 0.00 | 30.44 | 610 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| CM0000276 | Credit Memo | 06/18/2026 | Flex Plan | 0.00 | -433.30 |
| | 401-000-9001 | Payroll Liabilities | Flex Plan | -433.30 | |
| INV0006637 | Invoice | 10/08/2026 | Flex Plan | 0.00 | 463.74 |
| | 401-000-9001 | Payroll Liabilities | Flex Plan | 463.74 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 418 | COLUMBUS BANK AND TRUST | 10/08/2026 | EFT | 0.00 | -30.44 | 610 |
| VEN01472 | PROFESSIONAL FIREFIGHTERS OF TORRANCE C | 10/08/2026 | EFT | 0.00 | 322.00 | 611 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| INV0006636 | Invoice | 10/08/2026 | FIRE FIGHTER UNION DUES | 0.00 | 322.00 |
| | 401-000-9001 | Payroll Liabilities | FIRE FIGHTER UNION DUES | 322.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 5189 | SUNRISE BANK | 10/08/2026 | EFT | 0.00 | 2,017.96 | 612 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| INV0006651 | Invoice | 10/08/2026 | Sunrise Loan | 0.00 | 2,017.96 |
| | 401-000-9001 | Payroll Liabilities | Sunrise Loan | 2,017.96 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| VEN01566 | UnitedHealthcare Insurance Company | 10/08/2026 | EFT | 0.00 | 57,404.50 | 613 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| INV0006653 | Invoice | 10/08/2026 | UnitedHealthcare Insurance | 0.00 | 52,962.15 |
| | 401-000-9001 | Payroll Liabilities | UnitedHealthcare Insurance | 52,962.15 | |
| INV0006654 | Invoice | 10/08/2026 | UnitedHealthcare Insurance | 0.00 | 4,442.35 |
| | 401-000-9001 | Payroll Liabilities | UnitedHealthcare Insurance | 4,442.35 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 264.30 | 614 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| 599084640 | Invoice | 10/19/2026 | Q2 Clerk Copy Machine lease | 0.00 | 264.30 |
| | 612-020-2284 | CONTRACT - EQUIPMENT | Q2 November | 264.30 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 264.30 | 615 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | |
| 599084597 | Invoice | 10/19/2026 | Q2 Court Compliance copy Machine Leas | 0.00 | 264.30 |
| | 401-073-2271 | CONTRACT - OTHER SERV | Q2 November | 264.30 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 6.34 | 616 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084626 | Invoice | 10/19/2026 | Q2 HR Printer lease | 0.00 | 6.34 | |
| | 401-014-2271 | CONTRACT-OTHER SERVI | Q2 October | 6.34 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 196.58 | 617 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084536 | Invoice | 10/19/2026 | Q2 Emergency Copier Lease | 0.00 | 196.58 | |
| | 604-083-2219 | SUPPLIES - GENERAL OFFI | Q November | 196.58 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 269.60 | 618 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084738 | Invoice | 10/19/2026 | Q2 HR Printer lease | 0.00 | 269.60 | |
| | 401-014-2271 | CONTRACT-OTHER SERVI | Q2 November | 269.60 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 311.50 | 619 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084599 | Invoice | 10/19/2026 | Q2 Manager Copy Machine Lease | 0.00 | 311.50 | |
| | 401-010-2284 | EQUIPMENT LEASES | Q2 November | 311.50 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 206.99 | 620 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084638 | Invoice | 10/19/2026 | Q2 Road Copy Machine Lease | 0.00 | 206.99 | |
| | 402-060-2284 | LEASE EQUIPMENT | Q2 November | 206.99 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 275.39 | 621 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084775 | Invoice | 10/19/2026 | Q2 Treasurer Copy Machine Lease | 0.00 | 275.39 | |
| | 401-030-2284 | EQUIPMENT LEASES | Q2 November | 275.39 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 311.50 | 622 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084598 | Invoice | 10/19/2026 | Q2 Finance Copier lease | 0.00 | 311.50 | |
| | 401-055-2284 | EQUIPMENT LEASES | Q2 November | 311.50 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 298.68 | 623 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084567 | Invoice | 10/19/2026 | Q2 Assessor Copier Lease | 0.00 | 298.68 | |
| | 401-040-2284 | EQUIPMENT LEASES | Q2 September | 298.68 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 264.30 | 624 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084639 | Invoice | 10/19/2026 | Q2 Sheriff Copy Machine lease | 0.00 | 264.30 | |
| | 401-050-2284 | EQUIPMENT LEASES | Q2 November | 264.30 | | |
| 4383 | DE LAGE LANDEN FINANCIAL SERVICES INC | 10/20/2026 | EFT | 0.00 | 264.30 | 625 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 599084642 | Invoice | 10/19/2026 | Q2 P&Z Copy Machine Lease | 0.00 | 264.30 | |
| | 401-008-2284 | LEASE EQUIPMENT | Q2 November | 264.30 | | |
| 3537 | SED ENTERPRISES INC. | 10/20/2026 | EFT | 0.00 | 9,212.40 | 626 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date / Item Description | Payment Date / Payable Description | Payment Type | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 645494-100326/ | Invoice | 10/20/2026 | Fleet Vehicles For Animal Services | | 0.00 | 2,201.06 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | Q2 OCTOBER 2025 Chevy Silver | | | 1,100.53 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | Q2 OCTOBER 2025 Chevy Silver | | | 1,100.53 | |
| 645494-100326/ | Invoice | 10/20/2026 | SED Enterprise | | 0.00 | 2,284.50 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | Q2 OCTOBER 2026 Chevy Silver | | | 974.00 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | Q2 OCTOBER 2026 Chevy Trax 2 | | | 559.04 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | Q2 OCTOBER 2026 Eqiniox 2772 | | | 751.46 | |
| 645494-100326/r | Invoice | 10/20/2026 | ROAD DEPT LEASES 1ST QTR | | 0.00 | 4,726.84 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | ROAD DEPT LEASES JULY 2026 2 | | | 1,186.66 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | ROAD DEPT LEASES JULY 2026 2 | | | 1,155.13 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | ROAD DEPT LEASES JULY 2026 2 | | | 1,186.66 | |
| 620-094-2618 | | CAPITAL OUTLAY - VEHICL | ROAD DEPT LEASES JULY 2026 2 | | | 1,198.39 | |
| 5358 | LAW ENFORCEMENT RISK MNGT GROUP | | 10/08/2026 | Regular | 0.00 | -150.00 | 138006 |
| 66 | ALBUQUERQUE PUBLISHING CO. | | 10/07/2026 | Regular | 0.00 | 36.92 | 138368 |
| 436810 | Invoice | 10/06/2026 | Chilili public notice | | 0.00 | 36.92 | |
| 401-008-2221 | | PRINTING/PUBLISHING/A | Chilili public notice | | | 36.92 | |
| 5450 | AMAZON BUSINESS | | 10/07/2026 | Regular | 0.00 | 97.98 | 138369 |
| 1HTM-T9YN-CG9 | Invoice | 09/28/2026 | Office Supplies | | 0.00 | 97.98 | |
| 401-010-2219 | | SUPPLIES - GENERAL OFFI | Amazon Basics Multipurpose Co | | | 97.98 | |
| 5450 | AMAZON BUSINESS | | 10/07/2026 | Regular | 0.00 | 332.16 | 138370 |
| 1WLV-N4Q9-6W6 | Invoice | 09/30/2026 | ASSESSORS OFFICE SUPPLIES | | 0.00 | 332.16 | |
| 401-040-2219 | | SUPPLIES-OFFICE | TRUE RED COPY PAPER | | | 218.20 | |
| 401-040-2219 | | SUPPLIES-OFFICE | MEAD SPIRAL NOTEBOOKS | | | 7.47 | |
| 401-040-2219 | | SUPPLIES-OFFICE | ZONON PEN WITH CHAIN | | | 14.99 | |
| 401-040-2219 | | SUPPLIES-OFFICE | GOTOBY TONER CARTRIDGE | | | 27.99 | |
| 401-040-2219 | | SUPPLIES-OFFICE | POST IT STICKY NOTES 3X3 | | | 16.99 | |
| 401-040-2219 | | SUPPLIES-OFFICE | AMAZON SHEET PROTECTORS | | | 10.70 | |
| 401-040-2219 | | SUPPLIES-OFFICE | THREE PIECE CANNON MP11DX | | | 7.49 | |
| 401-040-2219 | | SUPPLIES-OFFICE | TURXAYOX | | | 11.37 | |
| 401-040-2219 | | SUPPLIES-OFFICE | PAPERPAL PAPER CLIPS | | | 7.99 | |
| 401-040-2219 | | SUPPLIES-OFFICE | DISENFECTING WIPES | | | 8.97 | |
| 4818 | AMBITIONS TECHNOLOGY GROUP LLC | | 10/07/2026 | Regular | 0.00 | 7,628.35 | 138371 |
| 14893 | Invoice | 10/05/2026 | 3 Surface Pro's to replace recycled units | | 0.00 | 7,628.35 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | Rugged Case for Microsoft Surfa | | | 100.17 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | 3YR Microsoft Warranty for Surf | | | 788.40 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | CES 5% Discount | | | -537.24 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | Window 11 Pro Digital Downloa | | | 719.97 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | NMGRT | | | 82.78 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | Professional Services | | | 1,125.00 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | Microsoft Surface Pro 13" Keybo | | | 669.30 | |
| 401-096-2225 | | SUPPLIES - COMPUTER/P | Microsoft Surface Pro 13" | | | 4,679.97 | |
| 3594 | AUTOZONE INC. | | 10/07/2026 | Regular | 0.00 | 179.04 | 138372 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 02248349180 | Invoice | 10/01/2026 | Autozone Open PO 7/2026-9/2026 | 0.00 | 179.04 | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Diesel Exhaust FL BlueDEF Diese | 58.17 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | 12V-15 AGM PowerSP Sport Ba | 110.87 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Core | 10.00 | | |
| 3594 | AUTOZONE INC. | 10/07/2026 | Regular | 0.00 | 293.60 | 138373 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 02248354884 | Invoice | 10/06/2026 | Autozone Open PO 7/2026-9/2026 | 0.00 | 293.60 | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Prestone Max AFC Antifreeze | 17.63 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Duralast Gold Battery | 231.99 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Final Charge Antifreeze | 43.98 | | |
| 3920 | BOOT BARN INC | 10/07/2026 | Regular | 0.00 | 154.66 | 138374 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 195573-1 | Invoice | 09/30/2026 | Boots | 0.00 | 154.66 | |
| | 401-008-2248 | SUPPLIES - SAFETY | McMillan Boots | 154.66 | | |
| VEN01657 | Botsford Surveying Services, LLC | 10/07/2026 | Regular | 0.00 | 1,035.33 | 138375 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10032026 - Surve | Invoice | 10/05/2026 | Boundary Survey on Property acquisition | 0.00 | 1,035.33 | |
| | 401-010-2272 | CONTRACT - PROFESSION | Boundary Survey on Property ac | 975.00 | | |
| | 401-010-2272 | CONTRACT - PROFESSION | NMGRT | 60.33 | | |
| 4979 | BRANDON BOE DAVIS | 10/07/2026 | Regular | 0.00 | 5,780.00 | 138376 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| TCSO 27-00461 | Invoice | 10/05/2026 | Vehicle Maintenance Quote for Septembe | 0.00 | 5,780.00 | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Vehicle Transportation | 150.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Safety Inspection | 315.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Windshield | 325.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Brakes | 60.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Windshield | 435.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Oil Change Diesel | 165.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | MISC Mechanic Work | 1,845.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Tires Repair - Small | 45.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Oil Change/Lube/Fluids | 360.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Windshields | 300.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Vehicle Batteries | 350.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Tires (Sets) SUV/Pickup Truck | 740.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Oil Change/Lube/Fluids | 420.00 | | |
| | 401-050-2201 | MAINTENANCE & REPAIR | Safety Inspection | 270.00 | | |
| 4979 | BRANDON BOE DAVIS | 10/07/2026 | Regular | 0.00 | 100.00 | 138377 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| TCEM 27-00494 | Invoice | 10/06/2026 | Vehicle Maintenance | 0.00 | 100.00 | |
| | 604-083-2201 | MAINTENANCE & REPAIR | Oil Change 2008 Impala | 60.00 | | |
| | 604-083-2201 | MAINTENANCE & REPAIR | Air Filter 2008 Impala | 40.00 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/07/2026 | Regular | 0.00 | 1,948.40 | 138378 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 281300 | Invoice | 10/06/2026 | Q1 Dispatch Electric | 0.00 | 1,948.40 | |
| | 413-091-2208 | UTILITIES - ELECTRICITY | Q1 August Fire | 521.70 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1 August 1500 | 1,043.41 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1 August 5500 | 65.12 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1 August 1300 | 318.17 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/07/2026 | Regular | 0.00 | 860.34 | 138379 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 109702 | Invoice | 10/06/2026 | Q1 Estancia Sr Center Electric | 0.00 | 860.34 | |
| | 401-036-2208 | UTILITIES - ELECTRICITY | Q1 August | 860.34 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/07/2026 | Regular | 0.00 | 3,800.26 | 138380 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 179001 | Invoice | 10/06/2026 | Q1 Judicial Electric | 0.00 | 3,800.26 | |
| | 401-016-2208 | UTILITIES - ELECTRICITY | Q1 August | 3,800.26 | | |
| 3391 | CINTAS CORPORATION NO. 2 | 10/07/2026 | Regular | 0.00 | 1,582.45 | 138381 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 536864908 | Invoice | 10/06/2026 | DISPATCH MEDICINE CABINET REFILLS | 0.00 | 9.95 | |
| | 911-080-2248 | SUPPLIES - SAFETY | DISPATCH MEDICINE CABINET R | 9.95 | | |
| 9392641081 | Invoice | 10/06/2026 | Q1 Cintas AED | 0.00 | 1,435.50 | |
| | 600-006-2271 | CONTRACT - OTHER SERV | Q1 September | 1,435.50 | | |
| 9392736424 | Invoice | 10/06/2026 | SHERIFF DEPT EYEWASH STATION | 0.00 | 137.00 | |
| | 401-050-2271 | OTHER SERVICES | SHERIFF DEPT EYEWASH STATIO | 137.00 | | |
| VEN01659 | County of Lincoln | 10/07/2026 | Regular | 0.00 | 288.00 | 138382 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2600004542 | Invoice | 10/05/2026 | Inmate Housing | 0.00 | 288.00 | |
| | 420-070-2172 | CARE OF INMATES | Inmate Housing | 288.00 | | |
| 5416 | CRYSTAL SPRINGS BOTTLED WATER | 10/07/2026 | Regular | 0.00 | 44.00 | 138383 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006661 | Invoice | 10/06/2026 | Crystal Springs Water | 0.00 | 44.00 | |
| | 911-080-2219 | SUPPLIES - GENERAL OFFI | Crystal Springs Water Q1 FY27 S | 33.00 | | |
| | 911-080-2219 | SUPPLIES - GENERAL OFFI | Crystal Springs Water Q1 FY27 J | 11.00 | | |
| 5416 | CRYSTAL SPRINGS BOTTLED WATER | 10/07/2026 | Regular | 0.00 | 34.08 | 138384 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9411971 | Invoice | 10/06/2026 | Crystal Springs Bottled Water | 0.00 | 34.08 | |
| | 401-010-2219 | SUPPLIES - GENERAL OFFI | September Crystal Springs Bottl | 33.00 | | |
| | 401-010-2219 | SUPPLIES - GENERAL OFFI | September Crystal Springs Rent | 1.08 | | |
| 5416 | CRYSTAL SPRINGS BOTTLED WATER | 10/07/2026 | Regular | 0.00 | 9.00 | 138385 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9410808 | Invoice | 10/06/2026 | Crystal Springs Finance | 0.00 | 9.00 | |
| | 401-055-2219 | SUPPLIES - GENERAL OFFI | September water | 9.00 | | |
| 5561 | CULLIGAN ABQ, LLC | 10/07/2026 | Regular | 0.00 | 25.50 | 138386 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date / Payable Description / Item Description | Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount | Payment Amount | Number |
|---|---|---|---|---|---|
| 328452 | Invoice | 10/01/2026 Q1 Water Delivery Service | 0.00 | 25.50 | |
| | 401-030-2271 | CONTRACT - OTHER SERV Q1 SEPTEMBER Water Delivery | 25.50 | | |
| 5561 | CULLIGAN ABQ, LLC | | 10/07/2026 Regular 0.00 | 26.68 | 138387 |
| 328450 | Invoice | 10/01/2026 Water Delivery | 0.00 | 26.68 | |
| | 401-050-2219 | SUPPLIES - GENERAL OFFI Finance Charge - SEPTEMBER | 0.90 | | |
| | 401-050-2219 | SUPPLIES - GENERAL OFFI Water Energy - SEPTEMBER | 5.08 | | |
| | 401-050-2219 | SUPPLIES - GENERAL OFFI Water Delivery - SEPTEMBER | 20.70 | | |
| 4705 | DOUBLE H AUTO | | 10/07/2026 Regular 0.00 | 105.97 | 138388 |
| 095444 | Invoice | 10/05/2026 Quarterly part for road fleet | 0.00 | 37.98 | |
| | 402-060-2201 | MAINTENANCE & REPAIR Quarterly part for road fleet | 37.98 | | |
| 095488 | Invoice | 10/05/2026 Quarterly part for road fleet | 0.00 | 67.99 | |
| | 402-060-2201 | MAINTENANCE & REPAIR Quarterly part for road fleet | 67.99 | | |
| VEN01648 | Econo Sign and Barricade, LLC | | 10/07/2026 Regular 0.00 | 2,423.19 | 138389 |
| 10-1005043 | Invoice | 10/05/2026 Road Work signs | 0.00 | 2,423.19 | |
| | 402-060-2242 | SUPPLIES - SIGNS Road Work signs | 589.20 | | |
| | 402-060-2242 | SUPPLIES - SIGNS Road Work signs-Ribs | 149.76 | | |
| | 402-060-2242 | SUPPLIES - SIGNS Freight | 258.63 | | |
| | 402-060-2242 | SUPPLIES - SIGNS Road Work signs-Stands | 1,425.60 | | |
| 50 | EMW GAS ASSOCIATION | | 10/07/2026 Regular 0.00 | 957.41 | 138390 |
| 9.26 0450 | Invoice | 10/07/2026 Q1 Road Monthly Gas | 0.00 | 36.21 | |
| | 402-060-2209 | UTILITIES - NATURAL GAS Q1 September | 36.21 | | |
| 9.26 0500 | Invoice | 10/07/2026 Q1 Dist 6 Monthly Gas | 0.00 | 43.83 | |
| | 418-091-2209 | UTILITIES - NATURAL GAS Q1 September | 43.83 | | |
| 9.26 0580 | Invoice | 10/07/2026 Q1 Animal Services Gas | 0.00 | 35.50 | |
| | 401-082-2209 | UTILITIES - NATURAL GAS Q1 September | 35.50 | | |
| 9.26 1510 | Invoice | 10/07/2026 Q1 McIntosh SC Monthly Gas | 0.00 | 38.47 | |
| | 401-089-2209 | UTILITIES - NATURAL GAS Q1 September | 38.47 | | |
| 9.26 1850 | Invoice | 10/07/2026 Q1 Admin Monthly Gas | 0.00 | 29.00 | |
| | 401-015-2209 | UTILITIES - NATURAL GAS Q1 September | 29.00 | | |
| 9.26 1860 | Invoice | 10/07/2026 Q1 Maintenance Monthly Gas | 0.00 | 42.42 | |
| | 401-015-2209 | UTILITIES - NATURAL GAS Q1 Septembert 1860 | 42.42 | | |
| 9.26 1990 | Invoice | 10/07/2026 Q1 Health Monthly Gas | 0.00 | 60.78 | |
| | 401-024-2209 | UTILITIES - NATURAL GAS Q1 September | 60.78 | | |
| 9.26 2330 | Invoice | 10/07/2026 Q1 Moriarty SC Monthly Gas | 0.00 | 113.68 | |
| | 401-037-2209 | UTILITIES - NATURAL GAS Q1 September | 113.68 | | |
| 9.26 3680 | Invoice | 10/07/2026 Q1 Dist 2 Monthly Gas | 0.00 | 30.62 | |
| | 406-091-2209 | UTILITIES - NATURAL GAS Q1 September | 30.62 | | |
| 9.26 5390 | Invoice | 10/07/2026 Q1 Dist 3 Monthly Gas | 0.00 | 38.18 | |
| | 409-091-2209 | UTILITIES - NATURAL GAS Q1 September 5390 | 38.18 | | |
| 9.26 5690 | Invoice | 10/07/2026 Q1 Maintenance Monthly Gas | 0.00 | 31.82 | |
| | 401-015-2209 | UTILITIES - NATURAL GAS Q1 Septembert 5690 | 31.82 | | |
| 9.26 5870 | Invoice | 10/07/2026 Q1 Estancia Senior Center Monthly Gas | 0.00 | 47.36 | |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| | 401-036-2209 | UTILITIES - NATURAL GAS | Q1 September | | 47.36 | |
| 9.26 6000 | Invoice | 10/07/2026 | Q1 Judicial Monthly Gas | 0.00 | 206.85 | |
| | 401-016-2209 | UTILITIES - NATURAL GAS | Q1September | | 206.85 | |
| 9.26 6140 | Invoice | 10/07/2026 | Q1 Sheriff Monthly Gas | 0.00 | 41.08 | |
| | 401-050-2209 | UTILITIES - NATURAL GAS | Q1 September | | 41.08 | |
| 9.26 6230 | Invoice | 10/07/2026 | Q1 Dist 5 Monthly Gas | 0.00 | 36.21 | |
| | 405-091-2209 | UTILITIES - NATURAL GAS | Q1 September 6230 | | 36.21 | |
| 9.26 6380 | Invoice | 10/07/2026 | Q4 Clerk Montly Gas | 0.00 | 29.00 | |
| | 612-020-2308 | VOTING MACHINE STORA | Q1 September | | 29.00 | |
| 9.26 9530 | Invoice | 10/07/2026 | Q1 Dispatch Monthly Gas | 0.00 | 96.40 | |
| | 911-080-2209 | UTILITIES - NATURAL GAS | Q2 September | | 96.40 | |
| | **Void** | 10/07/2026 | Regular | 0.00 | 0.00 | 138391 |
| 2554 | EPCOR USA, INC. | 10/07/2026 | Regular | 0.00 | 125.24 | 138392 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| 0739014 9.26 | Invoice | 10/06/2026 | Q1 Monthly Water Bill | 0.00 | 125.24 | |
| | 406-091-2210 | UTILITIES - WATER | September | | 125.24 | |
| 2555 | EVSWA | 10/07/2026 | Regular | 0.00 | 11,620.75 | 138393 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| 5741 | Invoice | 10/06/2026 | Q1 EVSWA Tipping fees | 0.00 | 11,620.75 | |
| | 419-005-2292 | EVSWA TIPPING FEES | Q1 September | | 11,620.75 | |
| VEN01504 | GEOTAB USA, INC. | 10/07/2026 | Regular | 0.00 | 96.25 | 138394 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| IN516125 | Invoice | 10/05/2026 | Monthly billing for geotab | 0.00 | 96.25 | |
| | 401-010-2284 | EQUIPMENT LEASES | September FY27 Monthly billing | | 96.25 | |
| 214 | Hart's Trustworthy Hardware | 10/07/2026 | Regular | 0.00 | 38.97 | 138395 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| B670042 | Invoice | 10/01/2026 | TCFR Hart's Open PO 7/2026-9/2026 | 0.00 | 38.97 | |
| | 408-091-2248 | SUPPLIES - SAFETY | Clear D&W AMP Caulk | | 38.97 | |
| 214 | Hart's Trustworthy Hardware | 10/07/2026 | Regular | 0.00 | 28.99 | 138396 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| B670043 | Invoice | 10/01/2026 | TCFR Hart's Open PO 7/2026-9/2026 | 0.00 | 28.99 | |
| | 406-091-2248 | SUPPLIES - SAFETY | Block Bait Peanut BTR | | 28.99 | |
| 214 | Hart's Trustworthy Hardware | 10/07/2026 | Regular | 0.00 | 33.96 | 138397 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| B668830 | Invoice | 10/01/2026 | TCFR Hart's Open PO 7/2026-9/2026 | 0.00 | 33.96 | |
| | 405-091-2248 | SUPPLIES - SAFETY | Reset Combo Padlock | | 23.99 | |
| | 405-091-2248 | SUPPLIES - SAFETY | Coil CHN 1/4-6323091 | | 9.97 | |
| 3929 | HENRY SCHEIN, INC. | 10/07/2026 | Regular | 0.00 | 5.16 | 138398 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | **Distribution Amount** | | |
| 62957101 | Invoice | 10/06/2026 | Henry Schein, INC | 0.00 | 5.16 | |
| | 416-083-2230 | SUPPLIES - MEDICAL | Niroglycerin Sublingual Tabs 0.4 | | 5.16 | |
| VEN01550 | JARRAH MEDINA | 10/07/2026 | Regular | 0.00 | 3,168.38 | 138399 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| Sept 2026 | Invoice | 10/06/2026 | JARRAH MEDINA DV SERVICES | 0.00 | 3,168.38 | |
| | 690-009-2271 | CONTRACT - OTHER SERV | JARRAH MEDINA DV SERVICES A | 3,168.38 | | |
| VEN01242 | Jessica Love | 10/07/2026 | Regular | 0.00 | 4,473.00 | 138400 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| #21 | Invoice | 10/06/2026 | Jessica Love | 0.00 | 4,473.00 | |
| | 635-068-2272 | CONTRACT - PROFESSION | Jessicca Love | 4,200.00 | | |
| | 635-076-2314 | PROGRAM SUPPORT | NM GRT 6.5 % | 273.00 | | |
| VEN01586 | Kurt Knight | 10/07/2026 | Regular | 0.00 | 2,051.79 | 138401 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 26-1005 | Invoice | 10/05/2026 | KCK Consulting PROFESSIONAL SERVICES | 0.00 | 2,051.79 | |
| | 620-094-2272 | CONTRACTS- PROFESSIO | mileage | 227.65 | | |
| | 620-094-2272 | CONTRACTS- PROFESSIO | PROFESSIONAL SERVICES AGREE | 1,690.00 | | |
| | 620-094-2272 | CONTRACTS- PROFESSIO | GRT | 134.14 | | |
| VEN01506 | L-TRON CORPORATION | 10/07/2026 | Regular | 0.00 | 2,250.00 | 138402 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 692334 | Invoice | 10/06/2026 | LE Microphone Style 2D Imaging Scanner | 0.00 | 2,250.00 | |
| | 410-050-2222 | SUPPLIES - FIELD SUPPLIE | LE Microphone Style 2D Imaging | 2,250.00 | | |
| 1546 | MOTOROLA INC | 10/07/2026 | Regular | 0.00 | 116,028.62 | 138403 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 1188086567 | Invoice | 10/06/2026 | Motorola Solutions | 0.00 | 116,028.62 | |
| | 911-080-2271 | CONTRACTS OTHER SERVI | Motorola Solutions | 116,028.62 | | |
| VEN01658 | New Mexico Association of Regional Councils | 10/07/2026 | Regular | 0.00 | 2,250.00 | 138404 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 96342827 | Invoice | 10/06/2026 | NMIFC Conference Farmington NM Nov. 1 | 0.00 | 2,250.00 | |
| | 401-010-2266 | EMPLOYEE TRAINING | NMIFC Conference Registration | 450.00 | | |
| | 401-010-2266 | EMPLOYEE TRAINING | NMIFC Conference Registration | 450.00 | | |
| | 401-010-2266 | EMPLOYEE TRAINING | NMIFC Conference Registration | 450.00 | | |
| | 401-055-2266 | EMPLOYEE TRAINING | NMIFC Conference Registration | 450.00 | | |
| | 401-055-2266 | EMPLOYEE TRAINING | NMIFC Conference Registration | 450.00 | | |
| 4464 | NM APPARATUS LLC | 10/07/2026 | Regular | 0.00 | 847.95 | 138405 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2269 | Invoice | 09/30/2026 | FD12 | 0.00 | 847.95 | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Sales Tax | 51.75 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Parts | 541.21 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Mileage | 78.44 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | TCLR- Replace batteries x2 | 165.00 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Shop Supplies-7% of Labor | 11.55 | | |
| 4464 | NM APPARATUS LLC | 10/07/2026 | Regular | 0.00 | 1,379.92 | 138406 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2268 | Invoice | 09/30/2026 | Engine 4 | 0.00 | 1,379.92 | |
| | 409-091-2201 | MAINTENANCE & REPAIR | Shop Supplies- 7% of Labor | 23.10 | | |
| | 409-091-2201 | MAINTENANCE & REPAIR | Parts | 698.80 | | |
| | 409-091-2201 | MAINTENANCE & REPAIR | Mileage | 243.80 | | |
| | 409-091-2201 | MAINTENANCE & REPAIR | Sales Tax | 84.22 | | |
| | 409-091-2201 | MAINTENANCE & REPAIR | TCLR- Replace Batteries x3 | 330.00 | | |
| 4464 | NM APPARATUS LLC | 10/07/2026 | Regular | 0.00 | 1,353.30 | 138407 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2267 | Invoice | 09/30/2026 | Engine 3-2 | 0.00 | 1,353.30 | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Mileage | 169.60 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Sales Tax | 82.60 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | TCLR- Replace Batteries x2 | 495.00 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Parts | 571.45 | | |
| | 405-091-2201 | MAINTENANCE & REPAIR | Shop Supplies- 7% of Labor | 34.65 | | |
| 4464 | NM APPARATUS LLC | 10/07/2026 | Regular | 0.00 | 2,229.69 | 138408 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2270 | Invoice | 10/05/2026 | Utility Trailer | 0.00 | 2,229.69 | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Sales Tax | 136.08 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Shop Supplies- 7% of Labor | 75.08 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Mileage- Shop to Hwy 60/Salt fl | 503.50 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Parts- Wheelx1, tires x3, spare ti | 442.53 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | TCLR- Road call to hwy 60/salt fl | 1,072.50 | | |
| 4464 | NM APPARATUS LLC | 10/07/2026 | Regular | 0.00 | 6,948.29 | 138409 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 2266 | Invoice | 09/30/2026 | Engine 2 | 0.00 | 6,948.29 | |
| | 406-091-2201 | MAINTENANCE & REPAIR | TCLR- T/S Water leak and repair, | 4,435.20 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Shop Supplies- 7% of Labor | 310.46 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Parts- 1-Valve kit, 4" victaulic ga | 1,778.56 | | |
| | 406-091-2201 | MAINTENANCE & REPAIR | Sales Tax | 424.07 | | |
| 1096 | NM RETIREE HEALTH-CARE AUTHORI | 10/07/2026 | Regular | 0.00 | 303.44 | 138410 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006662 | Invoice | 07/16/2026 | Retiree Health Care | 0.00 | 2.30 | |
| | 401-000-9001 | Payroll Liabilities | Retiree Health Care | 2.30 | | |
| NMRHC FEE | Invoice | 10/07/2026 | LATE CHARGES DUE TO PAYROLL CO NOT P | 0.00 | 301.14 | |
| | 401-000-9001 | Payroll Liabilities | LATE CHARGES DUE TO PAYROLL | 301.14 | | |
| 4592 | PENGUIN MANAGEMENT INC. | 10/07/2026 | Regular | 0.00 | 1,182.00 | 138411 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV19097 | Invoice | 10/06/2026 | Deputy Chief Plan | 0.00 | 1,182.00 | |
| | 405-091-2271 | CONTRACT - OTHER SERV | District 5 NE Torrance | 168.85 | | |
| | 406-091-2271 | CONTRACT - OTHER SERV | District 2 Indian Hills | 168.86 | | |
| | 407-091-2271 | CONTRACT - OTHER SERV | District 1 Duran | 168.86 | | |
| | 408-091-2271 | CONTRACT - OTHER SERV | District 3 McIntosh | 168.86 | | |
| | 409-091-2271 | CONTRACT - OTHER SERV | District 4 Torreon/Tajique | 168.86 | | |
| | 413-091-2271 | CONTRACT - OTHER SERV | Fire Admin | 168.85 | | |
| | 418-091-2271 | CONTRACT - OTHER SERV | District 6 Willard | 168.86 | | |
| 3859 | PRUDENTIAL OVERALL SUPPLY | 10/07/2026 | Regular | 0.00 | 344.33 | 138412 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date | Payment Date / Payable Description / Item Description | Payment Type | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 450806916 | Invoice | 10/05/2026 | Quarterly Uniform Service | | 0.00 | 344.33 | |
| 402-060-2236 | SUPPLIES - UNIFORMS | | Quarterly Uniform Service | | | 344.33 | |
| VEN01411 | ROBERT C. CHAVEZ | | 10/07/2026 | Regular | 0.00 | 5,538.00 | 138413 |
| # 16 | Invoice | 10/06/2026 | Boys Circle Facilitator | | 0.00 | 5,538.00 | |
| 635-068-2272 | CONTRACT - PROFESSION | | Boys Circle Facilitator | | | 5,200.00 | |
| 635-076-2314 | PROGRAM SUPPORT | | NM GRT 6.5 % | | | 338.00 | |
| 3462 | SAMBA HOLDINGS, INC. | | 10/07/2026 | Regular | 0.00 | 309.59 | 138414 |
| INV02413290 | Invoice | 10/05/2026 | Samba Holdings | | 0.00 | 309.59 | |
| 413-091-2271 | CONTRACT - OTHER SERV | | Taxes/Fees | | | 22.04 | |
| 413-091-2271 | CONTRACT - OTHER SERV | | Usage Charges | | | 284.74 | |
| 413-091-2271 | CONTRACT - OTHER SERV | | Recurring Charges | | | 2.81 | |
| 5426 | SENERGY PETROLEUM, LLC | | 10/07/2026 | Regular | 0.00 | 469.40 | 138415 |
| 415687730 | Invoice | 10/05/2026 | EMS 55 Gal DEF | | 0.00 | 469.40 | |
| 416-083-2202 | SUPPLIES - VEHICLE FUEL | | Min Order Quantity | | | 175.00 | |
| 416-083-2202 | SUPPLIES - VEHICLE FUEL | | 55 Gal DEF | | | 274.45 | |
| 416-083-2202 | SUPPLIES - VEHICLE FUEL | | Regulatory Compliance Fee | | | 19.95 | |
| 3978 | STAPLES BUSINESS ADVANTAGE | | 10/07/2026 | Regular | 0.00 | 72.68 | 138416 |
| 6073346511 | Invoice | 09/30/2026 | Finance Supply Order | | 0.00 | 72.68 | |
| 401-055-2219 | SUPPLIES - GENERAL OFFI | | Kleenex Carton 27 ct | | | 72.68 | |
| 3978 | STAPLES BUSINESS ADVANTAGE | | 10/07/2026 | Regular | 0.00 | 17.80 | 138417 |
| 6074381219 | Invoice | 10/01/2026 | Office Supplies | | 0.00 | 17.80 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | File Folders Letter Size Teal 100 | | | 17.80 | |
| 3978 | STAPLES BUSINESS ADVANTAGE | | 10/07/2026 | Regular | 0.00 | 156.48 | 138418 |
| 6074381224 | Invoice | 10/01/2026 | Office Supplies | | 0.00 | 156.48 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | Purell Hand Cleaning Wipes 12 | | | 32.22 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | 8.5"x11" Printer Paper -10 Rea | | | 81.88 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | File Folders Letter Size Blue 100 | | | 23.67 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | File Folders Letter Size multi-col | | | 18.71 | |
| 3978 | STAPLES BUSINESS ADVANTAGE | | 10/07/2026 | Regular | 0.00 | 81.78 | 138419 |
| 6074381222 | Invoice | 10/01/2026 | Office Supplies | | 0.00 | 81.78 | |
| 401-030-2219 | SUPPLIES - GENERAL OFFI | | Waste Cartridge Epson C9345 | | | 81.78 | |
| 5226 | STURCHIO, RONALD | | 10/07/2026 | Regular | 0.00 | 100.00 | 138420 |
| 09292026 | Invoice | 10/02/2026 | DWI BLOOD DRAWS | | 0.00 | 100.00 | |
| 401-050-2222 | SUPPLIES - FIELD SUPPLIE | | DWI BLOOD DRAWS | | | 100.00 | |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| 4268 | T-MOBILE USA, INC | 10/07/2026 | Regular | 0.00 | 7,827.74 | 138421 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | Account Number | Account Name | Item Description | Distribution Amount | |
| 213497642 | Invoice | 10/07/2026 | COUNTY CELL PHONE USAGE | 0.00 | 7,827.74 |
| | 401-096-2207 | TELECOMMUNICATIONS | PZ PRIOR AUGUST | 254.99 | |
| | 401-096-2207 | TELECOMMUNICATIONS | MANAGER AUGUST | 326.01 | |
| | 401-096-2207 | TELECOMMUNICATIONS | TREASURER AUGUST | 353.05 | |
| | 401-096-2207 | TELECOMMUNICATIONS | ROAD DEPT AUGUST | 807.96 | |
| | 401-096-2207 | TELECOMMUNICATIONS | UNASSIGNED AUGUST | 932.28 | |
| | 401-096-2207 | TELECOMMUNICATIONS | MAINTENANCE AUGUST | 255.40 | |
| | 401-096-2207 | TELECOMMUNICATIONS | PROBATE AUGUST | 35.50 | |
| | 401-096-2207 | TELECOMMUNICATIONS | COMMISSION AUGUST | 109.29 | |
| | 401-096-2207 | TELECOMMUNICATIONS | DWI AUGUST | 168.41 | |
| | 401-096-2207 | TELECOMMUNICATIONS | ANIMAL SERVICES AUGUST | 255.01 | |
| | 401-096-2207 | TELECOMMUNICATIONS | COMMUNITY MONITOR AUGUS | 35.50 | |
| | 401-096-2207 | TELECOMMUNICATIONS | CLERK AUGUST | 252.22 | |
| | 401-096-2207 | TELECOMMUNICATIONS | SHERIFF AUGUST | 2,302.34 | |
| | 401-096-2207 | TELECOMMUNICATIONS | ASSESSOR AUGUST | 359.65 | |
| | 401-096-2207 | TELECOMMUNICATIONS | FINANCE AUGUST | 251.29 | |
| | 407-091-2207 | TELECOMMUNICATIONS | DIST 1 AUGUST | 36.43 | |
| | 408-091-2207 | TELECOMMUNICATIONS | DIST 3 AUGUST | 31.85 | |
| | 413-091-2207 | TELECOMMUNICATIONS | FIRE ADMIN AUGUST | 403.24 | |
| | 416-083-2207 | TELECOMMUNICATIONS/I | EMT/FF AUGUST | 368.67 | |
| | 604-083-2207 | TELECOMMUNICATIONS | EMERGENCY MANAGEMENT AU | 109.29 | |
| | 911-080-2207 | TELECOMMUNICATIONS | DISPATCH PRIOR AUGUST | 179.36 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Void** | 10/07/2026 | Regular | 0.00 | 0.00 | 138422 |
| 1314 | TRIADIC INC. | 10/07/2026 | Regular | 0.00 | 8,347.91 | 138423 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | Account Number | Account Name | Item Description | Distribution Amount | |
| 1425 SEP 302026 | Invoice | 09/30/2026 | Q1 Triadic Contract Charges | 0.00 | 8,347.91 |
| | 401-096-2213 | CONTRACT - IT SERVICES | Q1 September | 8,347.91 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 4312 | Universal Waste Systems Inc | 10/07/2026 | Regular | 0.00 | 1,237.78 | 138424 |

| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount |
|---|---|---|---|---|---|
| | Account Number | Account Name | Item Description | Distribution Amount | |
| 0004968581 | Invoice | 10/06/2026 | Dist 3 Sub and Dist 4 Waste Disposal | 0.00 | 104.48 |
| | 408-091-2210 | UTILITIES - WATER | Q2 October Dist 3 SUB FY27 | 104.48 | |
| 0004968582 | Invoice | 10/06/2026 | Dist 3 Sub and Dist 4 Waste Disposal | 0.00 | 26.28 |
| | 409-091-2210 | UTILITIES - WATER | Q2 October Dist 4 FY27 | 26.28 | |
| 0004968583 | Invoice | 10/06/2026 | Q2 Animal Services Waste Disposal | 0.00 | 80.73 |
| | 401-082-2210 | UTILITIES - WATER | Q2 October | 80.73 | |
| 0004968584 | Invoice | 10/06/2026 | Q2 Dist 5 Waste disposal | 0.00 | 309.89 |
| | 405-091-2210 | UTILITIES - WATER | Q2 October | 309.89 | |
| 0004968585 | Invoice | 10/06/2026 | Q2 Road Waste Disposal | 0.00 | 80.73 |
| | 402-060-2210 | UTILITIES - WATER | Q2 October | 80.73 | |
| 0004968586 | Invoice | 10/06/2026 | Q2 Dispatch Waste Removal | 0.00 | 243.61 |
| | 911-080-2210 | UTILITIES - WATER | Q2 October | 243.61 | |
| 0004968587 | Invoice | 10/06/2026 | Q2 Dist3 Waste Removal | 0.00 | 290.98 |
| | 408-091-2210 | UTILITIES - WATER | Q2 October | 290.98 | |
| 0004968588 | Invoice | 10/06/2026 | Q2 Dist 2 Waste Disposal | 0.00 | 101.08 |
| | 406-091-2210 | UTILITIES - WATER | Q2 October | 101.08 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 | WAGNER EQUIPMENT CO. | 10/07/2026 | Regular | 0.00 | 1,400.10 | 138425 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| S10W0948196 | Invoice | 09/22/2026 | Wagner/Catipillar Service Contracts. | 0.00 | 1,400.10 | |
| | 402-060-2244 | MAINTENANCE & REPAIR | Wagner/Catipillar Service Contr | 1,400.10 | | |
| VEN01082 | Zamora, Judy Dawn | 10/07/2026 | Regular | 0.00 | 3,872.72 | 138426 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| FY27-2 | Invoice | 10/01/2026 | Teen Court Coordinator | 0.00 | 3,872.72 | |
| | 605-002-2271 | CONTRACT - OTHER SERV | GRT 7.9375 | 307.40 | | |
| | 605-002-2271 | CONTRACT - OTHER SERV | Teen Court Coordinator | 3,565.32 | | |
| 419 | AFLAC | 10/08/2026 | Regular | 0.00 | 977.80 | 138427 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006628 | Invoice | 10/08/2026 | Aflac | 0.00 | 658.15 | |
| | 401-000-9001 | Payroll Liabilities | Aflac | 658.15 | | |
| INV0006629 | Invoice | 10/08/2026 | Aflac | 0.00 | 319.65 | |
| | 401-000-9001 | Payroll Liabilities | Aflac | 319.65 | | |
| 4270 | COLONIAL LIFE | 10/08/2026 | Regular | 0.00 | 307.47 | 138428 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006632 | Invoice | 10/08/2026 | Colonial | 0.00 | 178.17 | |
| | 401-000-9001 | Payroll Liabilities | Colonial | 178.17 | | |
| INV0006633 | Invoice | 10/08/2026 | Colonial Post tax | 0.00 | 129.30 | |
| | 401-000-9001 | Payroll Liabilities | Colonial Post tax | 129.30 | | |
| VEN01187 | Dearborn Life Insurance Company | 10/08/2026 | Regular | 0.00 | 563.15 | 138429 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006630 | Invoice | 10/08/2026 | VISION INSURANCE | 0.00 | 528.90 | |
| | 401-000-9001 | Payroll Liabilities | VISION INSURANCE | 528.90 | | |
| INV0006631 | Invoice | 10/08/2026 | VISION POST TAX | 0.00 | 34.25 | |
| | 401-000-9001 | Payroll Liabilities | VISION INSURANCE | 34.25 | | |
| 4834 | DELTA DENTAL OF NEW MEXICO INC | 10/08/2026 | Regular | 0.00 | 3,544.75 | 138430 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006634 | Invoice | 10/08/2026 | Dental Insurance | 0.00 | 3,149.65 | |
| | 401-000-9001 | Payroll Liabilities | Dental Insurance | 3,149.65 | | |
| INV0006635 | Invoice | 10/08/2026 | Dental Insurance | 0.00 | 395.10 | |
| | 401-000-9001 | Payroll Liabilities | Dental Insurance | 395.10 | | |
| 4705 | DOUBLE H AUTO | 10/08/2026 | Regular | 0.00 | 26.46 | 138431 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 095482 | Invoice | 10/07/2026 | Quarterly part for road fleet | 0.00 | 26.46 | |
| | 402-060-2201 | MAINTENANCE & REPAIR | Quarterly part for road fleet | 26.46 | | |
| VEN01621 | ELLENA ISABEL OLEA BUELNA CANALES | 10/08/2026 | Regular | 0.00 | 616.00 | 138432 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| SOCORRO NM | Invoice | 10/08/2026 | TRAVEL TO SOCORRO NM HAZMAT AWAR | 0.00 | 616.00 | |
| | 405-091-2205 | TRAVEL - EMPLOYEES | TRAVEL TO SOCORRO NM HAZ | 616.00 | | |
| 50 | EMW GAS ASSOCIATION | 10/08/2026 | Regular | 0.00 | 100.42 | 138433 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.23 4510 | Invoice | 10/07/2026 | Q1 Dist 5 Monthly Gas | 0.00 | 42.42 | |
| | 405-091-2209 | UTILITIES - NATURAL GAS | Q1 September 4510 | 42.42 | | |
| 9.26 4090 | Invoice | 10/07/2026 | Q1 Fairboard Monthly Gas | 0.00 | 29.00 | |
| | 401-053-2209 | UTILITIES - NATURAL GAS | Q1 September | 29.00 | | |
| 9.26 9250 | Invoice | 10/07/2026 | Q1 Dist 3 Monthly Gas | 0.00 | 29.00 | |
| | 408-091-2209 | UTILITIES - NATURAL GAS | Q1 September 9250 | 29.00 | | |
| VEN01600 | E-Screen Inc | 10/08/2026 | Regular | 0.00 | 88.50 | 138434 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 16081093 | Invoice | 10/07/2026 | Pre-Employment Drug Screening - FIRE | 0.00 | 88.50 | |
| | 401-014-2272 | CONTRACT - PROFESSION | Pre-Employment Drug Screenin | 88.50 | | |
| 51 | ESTANCIA, TOWN OF | 10/08/2026 | Regular | 0.00 | 1,222.59 | 138435 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 249.01 | Invoice | 10/08/2026 | Q1 Admin Water | 0.00 | 467.10 | |
| | 401-015-2210 | UTILITIES - WATER | Q1 September | 467.10 | | |
| 9.26 263.01 | Invoice | 10/08/2026 | Q1 Facilities Water | 0.00 | 222.30 | |
| | 401-015-2210 | UTILITIES - WATER | Q1 September | 222.30 | | |
| 9.26 279.01 | Invoice | 10/08/2026 | Q1 Health Dept Water | 0.00 | 114.13 | |
| | 401-024-2210 | UTILITIES - WATER | Q1 September | 114.13 | | |
| 9.26 284.01 | Invoice | 10/08/2026 | Q1 Estancia Sr Center FY27 | 0.00 | 139.75 | |
| | 401-036-2210 | UTILITIES - WATER | Q1 September | 139.75 | | |
| 9.26 600.01 | Invoice | 10/08/2026 | Q1 Fairgrounds Water | 0.00 | 55.00 | |
| | 401-053-2210 | UTILITIES - WATER | Q1 September 600.01 | 55.00 | | |
| 9.26 655.01 | Invoice | 10/08/2026 | Q1 Sherrif Water | 0.00 | 139.75 | |
| | 401-050-2210 | UTILITIES - WATER | Q1 September | 139.75 | | |
| 9.26 727.01 | Invoice | 10/08/2026 | Q1 Fairgrounds Water | 0.00 | 84.56 | |
| | 401-053-2210 | UTILITIES - WATER | Q1 September 727.01 | 84.56 | | |
| 5019 | GLOBE LIFE & ACCIDENT INSURANCE | 10/08/2026 | Regular | 0.00 | 143.00 | 138436 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006638 | Invoice | 10/08/2026 | Globe LIfe Insurance | 0.00 | 143.00 | |
| | 401-000-9001 | Payroll Liabilities | Globe Life Insurance | 143.00 | | |
| 3587 | HOMESTEAD WATER CO. | 10/08/2026 | Regular | 0.00 | 44.84 | 138437 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 993 | Invoice | 10/08/2026 | EMWT Regional Water Association Dist 5 | 0.00 | 44.84 | |
| | 405-091-2210 | UTILITIES - WATER | September | 44.84 | | |
| 990 | IRON MOUNTAIN RECORDS MANAGEMENT | 10/08/2026 | Regular | 0.00 | 1,144.94 | 138438 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV-2178767 | Invoice | 10/07/2026 | Q1 Offsite Storage Clerk | 0.00 | 1,144.94 | |
| | 612-020-2271 | CONTRACT - OTHER SERV | Q1 September | 1,144.94 | | |
| 4339 | LIBERTY NATIONAL LIFE INSURANCE | 10/08/2026 | Regular | 0.00 | 1,444.62 | 138439 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006640 | Invoice | 10/08/2026 | Liberty Life Insurance | 0.00 | 1,057.67 | |
| | 401-000-9001 | Payroll Liabilities | Liberty LIfe Insurance | 1,057.67 | | |
| INV0006641 | Invoice | 10/08/2026 | Liberty Life Insurance | 0.00 | 368.22 | |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| | 401-000-9001 | Payroll Liabilities | Liberty LIfe Insurance | | 368.22 | |
| INV0006642 | Invoice | 10/08/2026 | Liberty Life Insurance | 0.00 | 18.73 | |
| | 401-000-9001 | Payroll Liabilities | Liberty LIfe Insurance | | 18.73 | |
| VEN01183 | Metropolitan Life Insurance Company | 10/08/2026 | Regular | 0.00 | 1,485.49 | 138440 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| INV0006643 | Invoice | 10/08/2026 | MET LIFE LTD | 0.00 | 815.55 | |
| | 401-000-9001 | Payroll Liabilities | METLIFE DISABILITY | | 815.55 | |
| INV0006644 | Invoice | 10/08/2026 | Metlife employer | 0.00 | 663.58 | |
| | 401-000-9001 | Payroll Liabilities | Metlife employer life and accide | | 663.58 | |
| INV0006645 | Invoice | 10/08/2026 | Metropolitan Supplemental Life | 0.00 | 6.36 | |
| | 401-000-9001 | Payroll Liabilities | Metropolitan Supplemental Pos | | 6.36 | |
| 177 | NEW MEXICO COUNTIES | 10/08/2026 | Regular | 0.00 | 1,050.00 | 138441 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| 27-00683 | Invoice | 10/07/2026 | ASSESSOR'S CONFERENCE 2026 | 0.00 | 350.00 | |
| | 401-040-2266 | EMPLOYEE TRAINING | ASSESSOR'S CONFERENCE 2026 | | 350.00 | |
| 27-00684 | Invoice | 10/07/2026 | N.M. ASSESSOR'S CONFERENCE 2026 | 0.00 | 350.00 | |
| | 401-040-2266 | EMPLOYEE TRAINING | N.M. ASSESSOR'S CONFERENCE | | 350.00 | |
| 27-00685 | Invoice | 10/07/2026 | N.M. ASSESSOR'S AFILIATE 2026 | 0.00 | 350.00 | |
| | 401-040-2266 | EMPLOYEE TRAINING | N.M. ASSESSOR'S AFILIATE 2026 | | 350.00 | |
| 4987 | NEW YORK LIFE | 10/08/2026 | Regular | 0.00 | 67.17 | 138442 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| INV0006647 | Invoice | 10/08/2026 | New York Life Insurance | 0.00 | 67.17 | |
| | 401-000-9001 | Payroll Liabilities | New York Life Insurance | | 67.17 | |
| 5096 | NM IAAO | 10/08/2026 | Regular | 0.00 | 455.00 | 138443 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| 27-00682 | Invoice | 10/07/2026 | IAAO COURSE 201 | 0.00 | 455.00 | |
| | 401-040-2266 | EMPLOYEE TRAINING | IAAO COURSE 201 | | 455.00 | |
| 1096 | NM RETIREE HEALTH-CARE AUTHORI | 10/08/2026 | Regular | 0.00 | 8,184.84 | 138444 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| INV0006650 | Invoice | 10/08/2026 | Retiree Health Care | 0.00 | 8,184.84 | |
| | 401-000-9001 | Payroll Liabilities | Retiree Health Care | | 8,184.84 | |
| 2021 | PRE-PAID LEGAL SERVICES, INC | 10/08/2026 | Regular | 0.00 | 173.46 | 138445 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| INV0006639 | Invoice | 10/08/2026 | Legal Shield | 0.00 | 173.46 | |
| | 401-000-9001 | Payroll Liabilities | Legal Shield | | 173.46 | |
| 3859 | PRUDENTIAL OVERALL SUPPLY | 10/08/2026 | Regular | 0.00 | 344.33 | 138446 |
| **Payable #** | **Payable Type** | **Post Date** | **Payable Description** | **Discount Amount** | **Payable Amount** | |
| | **Account Number** | **Account Name** | **Item Description** | | **Distribution Amount** | |
| 450808242 | Invoice | 10/07/2026 | Quarterly Uniform Service | 0.00 | 344.33 | |
| | 402-060-2236 | SUPPLIES - UNIFORMS | Quarterly Uniform Service | | 344.33 | |
| VEN01412 | SERENA ORTIZ | 10/08/2026 | Regular | 0.00 | 3,621.00 | 138447 |

| Vendor Number / Payable # | Vendor Name / Payable Type / Account Number | Post Date / Account Name | Payment Date / Payable Description / Item Description | Payment Type | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| #16 | Invoice | 10/07/2026 | Serena Ortiz | | 0.00 | 3,621.00 | |
| | 635-068-2272 | CONTRACT - PROFESSION | Serena Ortiz | | | 3,400.00 | |
| | 635-076-2314 | PROGRAM SUPPORT | NM GRT 6.5% | | | 221.00 | |
| VEN01463 | STATE OF NEW MEXICO CHILD SUPPORT STATE | 10/08/2026 | | Regular | 0.00 | 311.54 | 138448 |
| INV0006657 | Invoice | 10/08/2026 | Child Suppot | | 0.00 | 311.54 | |
| | 401-000-9001 | Payroll Liabilities | Child Support | | | 311.54 | |
| VEN01637 | Timberline Trading | 10/08/2026 | | Regular | 0.00 | 2,300.00 | 138449 |
| 5156-7 | Invoice | 10/08/2026 | Railroad Ties | | 0.00 | 2,300.00 | |
| | 432-082-2611 | CAPITAL OUTLAY - BUILDI | Railroad Ties Freight | | | 300.00 | |
| | 432-082-2611 | CAPITAL OUTLAY - BUILDI | Railroad Ties | | | 2,000.00 | |
| 1335 | TORRANCE COUNTY | 10/08/2026 | | Regular | 0.00 | 177.31 | 138450 |
| INV0006652 | Invoice | 10/08/2026 | Torrance County Property Tax | | 0.00 | 177.31 | |
| | 401-000-9001 | Payroll Liabilities | Torrance County Property Tax | | | 177.31 | |
| 1139 | TOWN OF MOUNTAINAIR | 10/08/2026 | | Regular | 0.00 | 221.26 | 138451 |
| 9.26 01716 | Invoice | 10/08/2026 | Q1 Mtnr Sr Center Utilities | | 0.00 | 221.26 | |
| | 401-027-2209 | UTILITIES - NATURAL GAS | September Gas | | | 98.76 | |
| | 401-027-2210 | UTILITIES - WATER | September Water | | | 122.50 | |
| 5414 | TX CHILD SUPPORT SDU | 10/08/2026 | | Regular | 0.00 | 249.69 | 138452 |
| INV0006658 | Invoice | 10/08/2026 | TX SDU CHILD SUPPORT | | 0.00 | 249.69 | |
| | 401-000-9001 | Payroll Liabilities | TX SDU CHILD SUPPORT | | | 249.69 | |
| 1295 | UNIVERSITY OF NEW MEXICO (EMS) | 10/08/2026 | | Regular | 0.00 | 1,077.50 | 138453 |
| VC202680-9124-I | Invoice | 10/08/2026 | Tuition | | 0.00 | 1,077.50 | |
| | 416-083-2266 | EMPLOYEE TRAINING | Tuition Valencia_Res PT | | | 797.25 | |
| | 416-083-2266 | EMPLOYEE TRAINING | Valencia Course Fee EMT | | | 280.25 | |
| 5389 | VIA HOMES & DEVELOPMENT LLC | 10/08/2026 | | Regular | 0.00 | 4,490.04 | 138454 |
| #81 | Invoice | 10/07/2026 | JUVENILE JUSTICE CONTINUUM COORDIN | | 0.00 | 4,490.04 | |
| | 635-068-2272 | CONTRACT - PROFESSION | JUVENILE JUSTICE CONTINUUM | | | 4,216.00 | |
| | 635-076-2314 | PROGRAM SUPPORT | NM GRT | | | 274.04 | |
| 810 | WILLARD, VILLAGE OF | 10/08/2026 | | Regular | 0.00 | 116.85 | 138455 |
| 9.26 310.01 | Invoice | 10/08/2026 | Q1 Monthly water Village of Willard | | 0.00 | 116.85 | |
| | 418-091-2210 | UTILITIES - WATER | September | | | 116.85 | |
| 423 | ADVANCED COMMUNICATIONS & ELECTRONIC | 10/17/2026 | | Regular | 0.00 | 325,568.17 | 138456 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date / Payable Description / Item Description | Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount | Payment Amount | Number |
|---|---|---|---|---|---|
| 23392-00 | Invoice | 09/30/2026 Radios | 0.00 | 77,582.99 | |
| 803-059-2640 | 25-J3186 DIGITAL RADIO | TCSO Mobile Radios 8 Units | | 1,583.02 | |
| 827-077-2617 | CO- EQUIPMENT & MACH | TCSO Mobile Radios 8 Units | | 75,999.97 | |
| 23393-00 | Invoice | 09/30/2026 Radios | 0.00 | 198,184.26 | |
| 693-097-2272 | CONTRACT - PROFESSION | FD Mobile Radios | | 88,867.92 | |
| 803-059-2640 | 25-J3186 DIGITAL RADIO | FD Mobile Radios | | 86,958.02 | |
| 836-045-2806 | EMERGENCY OPERATION | FD Mobile Radios | | 22,358.32 | |
| 23404-00 | Invoice | 09/30/2026 Radios | 0.00 | 20,707.30 | |
| 803-059-2640 | 25-J3186 DIGITAL RADIO | Animal Services Mobile | | 20,707.30 | |
| 23663-00 | Invoice | 09/30/2026 Radios | 0.00 | 29,093.62 | |
| 604-083-2241 | COMMUNICATION COSTS | TCSO Mobile Radios 3 Units | | 644.14 | |
| 803-059-2640 | 25-J3186 DIGITAL RADIO | TCSO Mobile Radios 3 Units | | 20,731.76 | |
| 835-028-2241 | COMMUNICATION COSTS | TCSO Mobile Radios 3 Units | | 7,717.72 | |
| VEN01656 | Andrew Macon Jelson | 10/17/2026 Regular | 0.00 | 2,030.00 | 138457 |
| UNM EMS | Invoice | 10/15/2026 COMMISSION APPROVED REIMBURSEME | 0.00 | 2,030.00 | |
| 416-083-2266 | EMPLOYEE TRAINING | COMMISSION APPROVED REIM | | 2,030.00 | |
| VEN01274 | BOLDplanning, Inc | 10/17/2026 Regular | 0.00 | 655.67 | 138458 |
| 248041 | Invoice | 10/07/2026 EOP Licensing | 0.00 | 655.67 | |
| 604-083-2269 | SUBSCRIPTIONS & DUES | EOP License and Support | | 655.67 | |
| VEN01649 | Brandon W Myers | 10/17/2026 Regular | 0.00 | 154.00 | 138459 |
| NM SOCORRO | Invoice | 10/14/2026 TRAVEL TO SOCORRO NM ROPE RESCUE A | 0.00 | 154.00 | |
| 413-091-2205 | TRAVEL - EMPLOYEES | TRAVEL TO SOCORRO NM ROPE | | 154.00 | |
| 5416 | CRYSTAL SPRINGS BOTTLED WATER | 10/17/2026 Regular | 0.00 | 38.50 | 138460 |
| 941081 | Invoice | 10/08/2026 Crystal Springs Water | 0.00 | 38.50 | |
| 911-080-2219 | SUPPLIES - GENERAL OFFI | Crystal Springs Water Q2 FY27 O | | 38.50 | |
| VEN01655 | Kathryn L Dillon | 10/17/2026 Regular | 0.00 | 202.08 | 138461 |
| ABQ NM 10.21 | Invoice | 10/15/2026 TRAVEL TO AND FROM ABQ NM NMPPA C | 0.00 | 101.04 | |
| 401-055-2205 | TRAVEL - EMPLOYEES | TRAVEL TO AND FROM NMPPA | | 101.04 | |
| ABQ NM 10.22 | Invoice | 10/15/2026 TRAVEL TO AND FROM ABQ NM NMPPA C | 0.00 | 101.04 | |
| 401-055-2205 | TRAVEL - EMPLOYEES | TRAVEL TO AND FROM ABQ NM | | 101.04 | |
| 2291 | LOBO INTERNET SERVICES LTD | 10/17/2026 Regular | 0.00 | 962.50 | 138462 |
| 9.26 10715-92 | Invoice | 10/08/2026 Q2 Admin Lobo Internet | 0.00 | 155.00 | |
| 401-096-2207 | TELECOMMUNICATIONS | Q2 October | | 155.00 | |
| 9.26 10926-86 | Invoice | 10/08/2026 Q2 April Fire Lobo Internet Dist 2,3,4,5 | 0.00 | 550.00 | |
| 405-091-2207 | TELECOMMUNICATIONS | Q2 October Fire Lobo Internet D | | 158.36 | |
| 406-091-2207 | TELECOMMUNICATIONS | Q2 Ocober Fire Lobo Internet Di | | 158.32 | |
| 408-091-2207 | TELECOMMUNICATIONS | Q2 October Fire Lobo Internet D | | 154.16 | |
| 409-091-2207 | TELECOMMUNICATIONS | Q2 October Fire Lobo Internet D | | 79.16 | |
| 9.26 10958-86 | Invoice | 10/08/2026 Q2 Dispatch Lobo Internet | 0.00 | 137.50 | |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| | 911-080-2207 | TELECOMMUNICATIONS | Q2 October | | 137.50 | |
| 9.26 12084-82 | Invoice | 10/08/2026 | Q2 Animal Services Lobo Internet | 0.00 | 45.00 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q2 October | | 45.00 | |
| 9.26 15113-25 | Invoice | 10/08/2026 | Q2 Moriarty EMS Lobo Internet | 0.00 | 75.00 | |
| | 416-083-2207 | TELECOMMUNICATIONS/I | Q2 October | | 75.00 | |
| 5652 | O'Dell, Samantha | 10/17/2026 | Regular | 0.00 | 144.00 | 138463 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| RUIDOSO NM | Invoice | 10/14/2026 | TRAVEL TO RUIDOSO NM ANNUAL NM E | 0.00 | 144.00 | |
| | 604-083-2205 | TRAVEL - EMPLOYEES | TRAVEL TO RUIDOSO NM ANNU | | 144.00 | |
| 3858 | PRESBYTERIAN MEDICAL SERVICES | 10/17/2026 | Regular | 0.00 | 26,104.00 | 138464 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| Aug-26 | Invoice | 09/14/2026 | RPHCA BILLING FOR FY27 | 0.00 | 7,502.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | August 2026 RPHCA | | 7,502.00 | |
| Jul-26 | Invoice | 09/14/2026 | RPHCA BILLING FOR FY27 | 0.00 | 18,602.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | Contract Action Plan | | 3,700.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | Annual Projected Level of Opera | | 3,700.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | QI/QA Plan | | 3,700.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | July 2026 RPHCA | | 7,502.00 | |
| VEN01539 | SMITH, GARY | 10/17/2026 | Regular | 0.00 | 632.00 | 138465 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| NM SOCORRO | Invoice | 10/14/2026 | TRAVEL TO SOCORRO NM NM FIRE AND E | 0.00 | 632.00 | |
| | 413-091-2205 | TRAVEL - EMPLOYEES | TRAVEL TO SOCORRO NM NM FI | | 632.00 | |
| 1295 | UNIVERSITY OF NEW MEXICO (EMS) | 10/17/2026 | Regular | 0.00 | 488.00 | 138466 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| S7022487 | Invoice | 10/13/2026 | INDIGENT STORAGE FEES | 0.00 | 488.00 | |
| | 414-019-2294 | INDIGENT BURIAL | INDIGENT STORAGE FEES | | 488.00 | |
| VEN01336 | AKC PLUMBING, LLC | 10/20/2026 | Regular | 0.00 | 1,771.60 | 138467 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 00748 | Invoice | 10/13/2026 | Snake the urinal at the mens southwest r | 0.00 | 518.10 | |
| | 401-015-2215 | MAINTENANCE & REPAIR | Snake the urinal at the mens so | | 480.00 | |
| | 401-015-2215 | MAINTENANCE & REPAIR | Tax on Labor | | 38.10 | |
| 00749 | Invoice | 10/13/2026 | Replace Walk-in Freezer Door Heat Tape | 0.00 | 1,253.50 | |
| | 401-037-2215 | MAINTENANCE & REPAIR | Miscellaneos Parts, Clamps, scre | | 30.00 | |
| | 401-037-2215 | MAINTENANCE & REPAIR | Remove and replace the heat st | | 800.00 | |
| | 401-037-2215 | MAINTENANCE & REPAIR | Tax | | 63.50 | |
| | 401-037-2215 | MAINTENANCE & REPAIR | Heater Strip | | 360.00 | |
| 66 | ALBUQUERQUE PUBLISHING CO. | 10/20/2026 | Regular | 0.00 | 80.07 | 138468 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 449090 | Invoice | 10/08/2026 | Pattern public notice | 0.00 | 41.08 | |
| | 401-008-2221 | PRINTING/PUBLISHING/A | Pattern public notice | | 41.08 | |
| 454640 | Invoice | 10/08/2026 | Ad 454640 Ullrich appeal | 0.00 | 38.99 | |
| | 401-008-2221 | PRINTING/PUBLISHING/A | Ad 454640 Ullrich appeal | | 38.99 | |
| 5450 | AMAZON BUSINESS | 10/20/2026 | Regular | 0.00 | 58.99 | 138469 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 1VR9-R9GM-3TX | Invoice | 10/15/2026 | Replacement Projector Lamp Bulb | 0.00 | 58.99 | |
| | 604-083-2218 | MAINTENANCE & REPAIR | Replacement Projector Lamp Bu | 58.99 | | |
| 3594 | AUTOZONE INC. | 10/20/2026 | Regular | 0.00 | 441.22 | 138470 |
| 02248367475 | Invoice | 10/14/2026 | Open PO Oct-Dec 2026 | 0.00 | 441.22 | |
| | 408-091-2201 | MAINTENANCE & REPAIR | Blaster Silico B'laster Silicone Lu | 9.78 | | |
| | 408-091-2201 | MAINTENANCE & REPAIR | Universal 3 Ploe Solenoid | 16.97 | | |
| | 408-091-2201 | MAINTENANCE & REPAIR | WD40 Low VOC 8 oz | 8.63 | | |
| | 408-091-2201 | MAINTENANCE & REPAIR | Max Blade F Bussman 40A Max | 11.86 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Duralast Gold Battery | 349.98 | | |
| | 413-091-2201 | MAINTENANCE & REPAIR | Core | 44.00 | | |
| 5538 | BOHANNAN HUSTON, INC. | 10/20/2026 | Regular | 0.00 | 45,371.20 | 138471 |
| 000141452 | Invoice | 10/19/2026 | Phase II McIntosh Water System Improve | 0.00 | 45,371.20 | |
| | 836-045-2805 | PHASE II EMWT MCINTOS | GRT 7.6250% | 3,214.45 | | |
| | 836-045-2805 | PHASE II EMWT MCINTOS | Phase II McIntosh Water System | 42,156.75 | | |
| VEN01274 | BOLDplanning, Inc | 10/20/2026 | Regular | 0.00 | 7,290.00 | 138472 |
| 248084 | Invoice | 10/15/2026 | COOP License Renewal | 0.00 | 7,290.00 | |
| | 604-083-2269 | SUBSCRIPTIONS & DUES | COOP License Renewal | 7,290.00 | | |
| 3920 | BOOT BARN INC | 10/20/2026 | Regular | 0.00 | 175.49 | 138473 |
| 109251 | Invoice | 10/13/2026 | Boots | 0.00 | 175.49 | |
| | 401-008-2248 | SUPPLIES - SAFETY | Gastelum Boots | 175.49 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 132.15 | 138474 |
| 10.26 995200 | Invoice | 10/19/2026 | Q1 Fairgrounds Electric | 0.00 | 132.15 | |
| | 401-053-2210 | UTILITIES - WATER | SEPT 95200 | 132.15 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 3,191.27 | 138475 |
| 10.26 273000 | Invoice | 10/19/2026 | Q1 Admin/Road Electric | 0.00 | 3,191.27 | |
| | 401-015-2208 | UTILITIES - ELECTRICITY | Q1 September 3000 | 2,926.28 | | |
| | 401-015-2208 | UTILITIES - ELECTRICITY | Q1 September 3700 | 7.66 | | |
| | 402-060-2208 | UTILITIES - ELECTRICITY | Q1 September 33806 Road | 257.33 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 201.62 | 138476 |
| 10.26 536900 | Invoice | 10/19/2026 | Q1 Fairgrounds Electric | 0.00 | 201.62 | |
| | 401-053-2208 | UTILITIES - ELECTRICITY | Q1 September 6900 | 71.45 | | |
| | 401-053-2208 | UTILITIES - ELECTRICITY | Q1 September 2200 | 43.56 | | |
| | 401-053-2208 | UTILITIES - ELECTRICITY | Q1 September 4700 | 28.87 | | |
| | 401-053-2208 | UTILITIES - ELECTRICITY | Q1 September 1500 | 28.87 | | |
| | 401-053-2208 | UTILITIES - ELECTRICITY | Q1 September 2300 | 28.87 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 56.37 | 138477 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 104503 | Invoice | 10/19/2026 | Q4 Emergency Mgr Electric | 0.00 | 56.37 | |
| | 604-083-2208 | UTILITIES - ELECTRICITY | Q1 September 4503 | 56.37 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 360.69 | 138478 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 707901 | Invoice | 10/19/2026 | Q1 Mountainair Sr Center Electric | 0.00 | 360.69 | |
| | 401-027-2208 | UTILITIES - ELECTRICITY | Q1 September | 360.69 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 689.16 | 138479 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 109702 | Invoice | 10/19/2026 | Q1 Estancia Sr Center Electric | 0.00 | 689.16 | |
| | 401-036-2208 | UTILITIES - ELECTRICITY | Q1 September | 689.16 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 512.39 | 138480 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 084401 | Invoice | 10/19/2026 | Q1 Animal Services Electric | 0.00 | 512.39 | |
| | 401-082-2208 | UTILITIES - ELECTRICITY | Q1 September | 512.39 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 56.93 | 138481 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 117505 | Invoice | 10/19/2026 | Q4 Emergency Mgr Electric | 0.00 | 56.93 | |
| | 604-083-2208 | UTILITIES - ELECTRICITY | Q1 September 7505 | 56.93 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 75.23 | 138482 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 079301 | Invoice | 10/19/2026 | Q1 Dist 6 Fire Electric | 0.00 | 75.23 | |
| | 418-091-2208 | UTILITIES - ELECTRICITY | Q1 September | 75.23 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 473.83 | 138483 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 103300 | Invoice | 10/19/2026 | Q1 Dist 5 Fire Electric | 0.00 | 473.83 | |
| | 405-091-2208 | UTILITIES - ELECTRICITY | Q1 September 03300 | 34.53 | | |
| | 405-091-2208 | UTILITIES - ELECTRICITY | Q1 September 03200 | 99.23 | | |
| | 405-091-2208 | UTILITIES - ELECTRICITY | Q1 September 11701 | 340.07 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 408.43 | 138484 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 099100 | Invoice | 10/19/2026 | Q1 Dist 2 Fire Electric | 0.00 | 408.43 | |
| | 406-091-2208 | UTILITIES - ELECTRICITY | Q1 September 70500 | 264.95 | | |
| | 406-091-2208 | UTILITIES - ELECTRICITY | Q1 September 99100 | 143.48 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 104.95 | 138485 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 co-op com | Invoice | 10/14/2026 | Fairgrounds Broadband Services for one y | 0.00 | 104.95 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Business Edge Package 250MBP | 104.95 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 1,646.75 | 138486 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 995200 | Invoice | 10/14/2026 | Q1 Fairgrounds Electric | 0.00 | 1,646.75 | |
| | 401-053-2210 | UTILITIES - WATER | AUG 95200 | 1,646.75 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 134.99 | 138487 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 529300 | Invoice | 10/19/2026 | Q1 Clerk/Elections Electric | 0.00 | 134.99 | |
| | 401-021-2208 | UTILITIES - ELECTRICITY | Q1 September | 134.99 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 1,824.77 | 138488 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 281300 | Invoice | 10/19/2026 | Q1 Dispatch Electric | 0.00 | 1,824.77 | |
| | 413-091-2208 | UTILITIES - ELECTRICITY | Q1 September Fire | 490.63 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1September 1300 | 290.51 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1 September 5500 | 64.07 | | |
| | 911-080-2208 | UTILITIES - ELECTRICITY | Q1 September 1500 | 979.56 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 525.32 | 138489 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 074400 | Invoice | 10/19/2026 | Q1 Dist 3 Fire Electric | 0.00 | 525.32 | |
| | 408-091-2208 | UTILITIES - ELECTRICITY | Q1 September 15100 | 317.46 | | |
| | 408-091-2208 | UTILITIES - ELECTRICITY | Q1 September 88700 | 179.02 | | |
| | 408-091-2208 | UTILITIES - ELECTRICITY | Q1September 74400 | 28.84 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 51.13 | 138490 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 758001 | Invoice | 10/19/2026 | Q1 McIntosh Sr Center Electric | 0.00 | 51.13 | |
| | 401-089-2208 | UTILITIES - ELECTRICITY | Q1 September | 51.13 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 294.04 | 138491 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 492801 | Invoice | 10/19/2026 | Q1 Health | 0.00 | 294.04 | |
| | 401-024-2208 | UTILITIES - ELECTRICITY | Q1 September | 294.04 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 169.28 | 138492 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 554000 | Invoice | 10/19/2026 | Q1 Dist 4 Fire Electric | 0.00 | 169.28 | |
| | 409-091-2208 | UTILITIES - ELECTRICITY | Q1 September 2700 | 110.23 | | |
| | 409-091-2208 | UTILITIES - ELECTRICITY | Q1 September 4000 | 59.05 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 3,123.57 | 138493 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 179001 | Invoice | 10/19/2026 | Q1 Judicial Electric | 0.00 | 3,123.57 | |
| | 401-016-2208 | UTILITIES - ELECTRICITY | Q1 September | 3,123.57 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 343.10 | 138494 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 421201 | Invoice | 10/19/2026 | Q1 Moriarty Sr Center Electric | 0.00 | 343.10 | |
| | 401-037-2208 | UTILITIES - ELECTRICITY | Q1 September | 343.10 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 364.87 | 138495 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| | 10.26 270701 | Invoice | 10/19/2026 | Q4 Sheriff Electric | 0.00 | 364.87 | |
| | | 401-050-2208 | UTILITIES - ELECTRICITY | Q1 September | 364.87 | | |
| 106 | CENTRAL NM ELECTRIC COOP. | 10/20/2026 | Regular | 0.00 | 100.43 | 138496 |
| | 10.26 036000 | Invoice | 10/19/2026 | Q4 Dist 1 Fire Electric | 0.00 | 100.43 | |
| | | 407-091-2208 | UTILITIES - ELECTRICITY | Q1 September 5100 | 30.60 | | |
| | | 407-091-2208 | UTILITIES - ELECTRICITY | Q1 September 25100 | 26.75 | | |
| | | 407-091-2208 | UTILITIES - ELECTRICITY | Q1 September 6000 | 43.08 | | |
| VEN01375 | CHRIS L. ARCHULETA | 10/20/2026 | Regular | 0.00 | 2,982.26 | 138497 |
| | 10.2026 CLA | Invoice | 10/14/2026 | Q2 FY27 Superior Lease Agreement | 0.00 | 2,982.26 | |
| | | 416-083-2204 | RENT OF BUILDING/LAND | October FY27 | 2,982.26 | | |
| 4705 | DOUBLE H AUTO | 10/20/2026 | Regular | 0.00 | 63.00 | 138498 |
| | 643741 | Invoice | 10/14/2026 | Quarterly part for road fleet | 0.00 | 63.00 | |
| | | 402-060-2201 | MAINTENANCE & REPAIR | Quarterly part for road fleet | 63.00 | | |
| VEN01496 | EMERGENCY SOLUTIONS, INC. | 10/20/2026 | Regular | 0.00 | 690.00 | 138499 |
| | CBI-11089 | Invoice | 10/13/2026 | Emergency Solutions Open PO 6/2026-07 | 0.00 | 690.00 | |
| | | 405-091-2271 | CONTRACT - OTHER SERV | District 5 NE Torrance | 115.00 | | |
| | | 406-091-2271 | CONTRACT - OTHER SERV | District 2 Indian Hills | 115.00 | | |
| | | 407-091-2271 | CONTRACT - OTHER SERV | District 1 Duran | 115.00 | | |
| | | 408-091-2271 | CONTRACT - OTHER SERV | District 3 McIntosh | 115.00 | | |
| | | 409-091-2271 | CONTRACT - OTHER SERV | District 4 Torreon/Tajique | 115.00 | | |
| | | 418-091-2271 | CONTRACT - OTHER SERV | District 6 Willard | 115.00 | | |
| 2554 | EPCOR USA, INC. | 10/20/2026 | Regular | 0.00 | 124.43 | 138500 |
| | 10.26 0739014 | Invoice | 10/14/2026 | Q1 Monthly Water Bill | 0.00 | 124.43 | |
| | | 406-091-2210 | UTILITIES - WATER | October | 124.43 | | |
| 51 | ESTANCIA, TOWN OF | 10/20/2026 | Regular | 0.00 | 299.98 | 138501 |
| | 10.26 654.01 | Invoice | 10/20/2026 | Q1 Judicial Water | 0.00 | 299.98 | |
| | | 401-016-2210 | UTILITIES - WATER | Q1 September | 299.98 | | |
| VEN01427 | HAYLEY BETH ENCINIAS | 10/20/2026 | Regular | 0.00 | 1,619.07 | 138502 |
| | 206 | Invoice | 10/13/2026 | TC FAIR BOARD ADMINISTRATIVE ASSISTA | 0.00 | 539.69 | |
| | | 412-053-2271 | CONTRACT - OTHER SERV | July | 539.69 | | |
| | 207 | Invoice | 10/13/2026 | TC FAIR BOARD ADMINISTRATIVE ASSISTA | 0.00 | 539.69 | |
| | | 412-053-2271 | CONTRACT - OTHER SERV | August | 539.69 | | |
| | 208 | Invoice | 10/13/2026 | TC FAIR BOARD ADMINISTRATIVE ASSISTA | 0.00 | 539.69 | |
| | | 412-053-2271 | CONTRACT - OTHER SERV | September | 539.69 | | |
| 3527 | JONES, MICHELLE M | 10/20/2026 | Regular | 0.00 | 306.24 | 138503 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date / Payable Description / Item Description | Payment Date / Payment Type / Payable Description | Discount Amount / Payable Amount / Distribution Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| RUIDOSO NM | Invoice | 10/20/2026 | TRAVEL TO RUIDOSO NM EMERGENCY M | 0.00 | 306.24 | |
| 401-010-2205 | TRAVEL - EMPLOYEES | | TRAVEL TO RUIDOSO NM EMER | 306.24 | | |
| VEN01586 | Kurt Knight | | 10/20/2026 Regular | 0.00 | 1,825.72 | 138504 |
| 26-1019 | Invoice | 10/19/2026 | KCK Consulting PROFESSIONAL SERVICES | 0.00 | 1,825.72 | |
| 620-094-2272 | CONTRACTS- PROFESSIO | | PROFESSIONAL SERVICES AGREE | 1,586.00 | | |
| 620-094-2272 | CONTRACTS- PROFESSIO | | mileage | 113.83 | | |
| 620-094-2272 | CONTRACTS- PROFESSIO | | GRT | 125.89 | | |
| VEN01646 | Law Enforcement Targets | | 10/20/2026 Regular | 0.00 | 648.29 | 138505 |
| 0644317-IN | Invoice | 10/15/2026 | DPS Training Targets | 0.00 | 648.29 | |
| 401-050-2222 | SUPPLIES - FIELD SUPPLIE | | SHIPPING | 93.19 | | |
| 401-050-2222 | SUPPLIES - FIELD SUPPLIE | | DPS Training Targets | 555.10 | | |
| 5179 | LEAF CAPITAL FUNDING LLC | | 10/20/2026 Regular | 0.00 | 625.00 | 138506 |
| 21008539 | Invoice | 10/13/2026 | Q2 P&Z Plotter Printer | 0.00 | 625.00 | |
| 401-008-2284 | LEASE EQUIPMENT | | October | 625.00 | | |
| 2291 | LOBO INTERNET SERVICES LTD | | 10/20/2026 Regular | 0.00 | 125.00 | 138507 |
| 9.26 15014-33 | Invoice | 10/08/2026 | Q2 Road LOBO Internet | 0.00 | 125.00 | |
| 402-060-2207 | TELECOMMUNICATIONS/I | | Q2 October | 125.00 | | |
| 3729 | MARLIN BUSINESS BANK | | 10/20/2026 Regular | 0.00 | 213.18 | 138508 |
| 42818753 | Invoice | 10/20/2026 | Q1 Dispatch Copier Lease | 0.00 | 213.18 | |
| 911-080-2284 | LEASE EQUIPMENT | | Q1 September | 213.18 | | |
| 4464 | NM APPARATUS LLC | | 10/20/2026 Regular | 0.00 | 4,582.55 | 138509 |
| 2271 | Invoice | 10/13/2026 | R-13 | 0.00 | 4,582.55 | |
| 416-083-2201 | MAINTENANCE & REPAIR | | TCLR- Road Call for broken belt, | 2,796.75 | | |
| 416-083-2201 | MAINTENANCE & REPAIR | | Sales Tax | 279.69 | | |
| 416-083-2201 | MAINTENANCE & REPAIR | | Parts- Waterpump, Tensioner, Id | 992.34 | | |
| 416-083-2201 | MAINTENANCE & REPAIR | | Mileage- Call out to Zuzax exit, T | 318.00 | | |
| 416-083-2201 | MAINTENANCE & REPAIR | | Shop Supplies- 7% of Labor | 195.77 | | |
| 4464 | NM APPARATUS LLC | | 10/20/2026 Regular | 0.00 | 705.25 | 138510 |
| 2272 | Invoice | 10/15/2026 | Tahoe | 0.00 | 705.25 | |
| 413-091-2201 | MAINTENANCE & REPAIR | | TCLR- Replace Batteries | 165.00 | | |
| 413-091-2201 | MAINTENANCE & REPAIR | | Shop Supplies- 7% of Labor | 11.55 | | |
| 413-091-2201 | MAINTENANCE & REPAIR | | Sales Tax | 43.04 | | |
| 413-091-2201 | MAINTENANCE & REPAIR | | Parts- Batteries x2 | 485.66 | | |
| 3884 | NM BOARD OF VETERINARY MEDICINE | | 10/20/2026 Regular | 0.00 | 125.00 | 138511 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| T Bohannon late f | Invoice | 10/19/2026 | Euthanasia tech license renewal late fee | 0.00 | 125.00 | |
| | 401-082-2269 | SUBSCRIPTIONS & DUES | Euthanasia tech license renewal | 125.00 | | |
| 2194 | ORKIN, LLC | 10/20/2026 | Regular | 0.00 | 909.91 | 138512 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 302854325 | Invoice | 10/14/2026 | Judicial Pest Control FY27 | 0.00 | 152.31 | |
| | 401-016-2203 | MAINTENANCE & REPAIR | Sept. | 152.31 | | |
| 302854814 | Invoice | 10/14/2026 | Sheriff Pest Control FY27 | 0.00 | 135.62 | |
| | 401-050-2271 | OTHER SERVICES | September | 135.62 | | |
| 304353680 | Invoice | 10/19/2026 | Dispatch Pest Control FY27 | 0.00 | 200.21 | |
| | 911-080-2271 | CONTRACTS OTHER SERVI | October FY27 | 200.21 | | |
| 304354112 | Invoice | 10/19/2026 | Admin Pest Control FY27 | 0.00 | 133.84 | |
| | 401-015-2215 | MAINTENANCE & REPAIR | October FY27 | 133.84 | | |
| 304354113 | Invoice | 10/19/2026 | Judicial Pest Control FY27 | 0.00 | 152.31 | |
| | 401-016-2203 | MAINTENANCE & REPAIR | October FY27 | 152.31 | | |
| 304354580 | Invoice | 10/19/2026 | Sheriff Pest Control FY27 | 0.00 | 135.62 | |
| | 401-050-2271 | OTHER SERVICES | October FY27 | 135.62 | | |
| 5514 | PERSONNEL EVALUATION INC. | 10/20/2026 | Regular | 0.00 | 125.00 | 138513 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 58693 | Invoice | 10/19/2026 | Personal Evaluation Testing | 0.00 | 125.00 | |
| | 911-080-2272 | CONTRACT - PROFESSION | Personal Evaluation Testing mon | 125.00 | | |
| 2015 | PLATEAU | 10/20/2026 | Regular | 0.00 | 4,976.92 | 138514 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 9.26 3061934 | Invoice | 10/14/2026 | Q1 County Internet and Wireless phone S | 0.00 | 4,976.92 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q1 September | 4,976.92 | | |
| 2688 | PRESBYTERIAN MEDICAL SERVICES | 10/20/2026 | Regular | 0.00 | 3,178.00 | 138515 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| HB7367073101 | Invoice | 10/14/2026 | INMATE MEDICAL FOR THOMAS GUTIERR | 0.00 | 3,178.00 | |
| | 420-070-2173 | INMATE MEDICAL | INMATE MEDICAL FOR THOMAS | 3,178.00 | | |
| 3858 | PRESBYTERIAN MEDICAL SERVICES | 10/20/2026 | Regular | 0.00 | 7,502.00 | 138516 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| Sept-26 | Invoice | 10/19/2026 | RPHCA BILLING FOR FY27 | 0.00 | 7,502.00 | |
| | 616-018-2272 | CONTRACT - PROFESSION | September 2026 RPHCA | 7,502.00 | | |
| 2688 | PRESBYTERIAN MEDICAL SERVICES | 10/20/2026 | Regular | 0.00 | 410.00 | 138517 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 01254889TCF | Invoice | 10/14/2026 | INMATE MEDICAL CARE | 0.00 | 410.00 | |
| | 420-070-2173 | INMATE MEDICAL | INMATE MEDICAL CARE | 410.00 | | |
| 3338 | PROFESSIONAL APPAREL COMPANY | 10/20/2026 | Regular | 0.00 | 1,524.00 | 138518 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date | Payment Date / Payable Description / Item Description | Payment Type | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| SI-311341 | Invoice | 10/08/2026 | Scrubs for department employees | | 0.00 | 1,524.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP W XL I LOVE KITTIES | | 23.75 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs MXL BOHEMBARK | | 23.75 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs W2XL TOP SPOOKY SQU | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SHIPPING | | 69.09 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W TOP FILLY | | 26.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP XL FLOWER CATS | | 30.40 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs W2XL REGAL PAWS | | 42.76 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB PANTS W LG EGGPLANT | | 38.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP W XL BE PAWSOME | | 19.50 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | TSHIRT XL W PEACE LOVE PAWS | | 12.35 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOP W SPA DAY M 2XL | | 20.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs W2XL TOP PAWSITIVE | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub W TOP GREAT GATHERIN | | 32.30 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs2 WXL DAY OF THE PETS | | 21.85 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOPW LOVE IN EVERY PA | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOP OMBRE PAWS M 2XL | | 45.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W LOVE INEVER | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W BE PAWSOM | | 22.50 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOP W FURR-EVER 2XL | | 45.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB PANTS LG W SLATE HEAT | | 38.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | TSHIRT 2XL W PEACE LOVE PAW | | 15.20 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB PANTS LG W ROYAL | | 38.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP XL W SPLATTER PAW | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB PANTS M 2 XL WINE | | 72.20 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUBS CENTRAL BARD | | 23.75 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP W 2XL CUDDLY CHE | | 42.76 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOPS XL W PEACE LOVE | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | LONG SLEEVE TSHIRT WHITE 2X | | 13.30 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUBS M2XL BLACK | | 182.40 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W HEART PAWS | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOP W CUDDLY CHECKUP | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W HIPPIE HOUN | | 15.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP XL W SPOOKY SQUA | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs WMD, WXL pink | | 38.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W SPRING STRO | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs M2XL, WXL blue | | 151.74 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB PANTS LG W PEWTER | | 38.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP XL W HEART PAWS | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrubs W2XL TOP SPLATTER PA | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W PEACE LOVE | | 21.38 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | Scrub TOP PET PARTY 2XL M | | 74.00 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP XL W SPRING STROL | | 18.52 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SOCKS WOW COW | | 7.60 | |
| 401-082-2236 | | | SUPPLIES - UNIFORMS | SCRUB TOP 2XL W REGAL PAWS | | 22.50 | |
| | **Void** | | 10/20/2026 | Regular | 0.00 | 0.00 | 138519 |
| | **Void** | | 10/20/2026 | Regular | 0.00 | 0.00 | 138520 |
| 3859 | PRUDENTIAL OVERALL SUPPLY | | 10/20/2026 | Regular | 0.00 | 350.42 | 138521 |
| **Payable #** / **Account Number** | **Payable Type** | **Post Date** | **Payable Description** / **Account Name** | **Item Description** | **Discount Amount** / **Distribution Amount** | **Payable Amount** | |
| 450808905 | Invoice | 10/14/2026 | Quarterly Uniform Service | | 0.00 | 350.42 | |
| 402-060-2236 | | | SUPPLIES - UNIFORMS | Quarterly Uniform Service | | 350.42 | |
| 3859 | PRUDENTIAL OVERALL SUPPLY | | 10/20/2026 | Regular | 0.00 | 114.75 | 138522 |

| Vendor Number / Payable # / Account Number | Vendor Name / Payable Type / Account Name | Post Date | Payment Date / Payable Description / Item Description | Payment Type | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount / Distribution Amount | Number |
|---|---|---|---|---|---|---|---|
| 450806914 | Invoice | 10/14/2026 | UNIFORM RENTAL FACILITIES | | 0.00 | 114.75 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | INDUSTRIAL REGULAR FIT JEANS | | | 11.29 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | MENS GRAY MIMIX WORK SHIR | | | 6.35 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | JACKET SLASH POCKET | | | 15.95 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | BLACK TECHNICIAN PANTS | | | 19.18 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | TWILL CARGO PANTS | | | 1.61 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | POLO SHIRTS | | | 17.81 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | BUDGET PROTECTION | | | 27.49 | |
| 401-065-2236 | SUPPLIES - UNIFORMS | | DELIVERY CHARGE | | | 15.07 | |
| 4992 | PUBLIC SAFETY ALLIANCE | | 10/20/2026 | Regular | 0.00 | 200.00 | 138523 |
| 1046 | Invoice | 10/16/2026 | To Advance Knowledge of Narcotics | | 0.00 | 200.00 | |
| 401-050-2266 | EMPLOYEE TRAINING | | To Advance Knowledge of Narco | | | 200.00 | |
| 5020 | PUBLIC SAFETY PSYCHOLOGY GROUP, LLC | | 10/20/2026 | Regular | 0.00 | 484.31 | 138524 |
| 28957 | Invoice | 10/15/2026 | TRAINING | | 0.00 | 484.31 | |
| 401-050-2266 | EMPLOYEE TRAINING | | TRAINING | | | 484.31 | |
| VEN01112 | QUICK MED CLAIMS LLC | | 10/20/2026 | Regular | 0.00 | 3,173.94 | 138525 |
| 622004046 | Invoice | 10/13/2026 | Medical Billing Sevice Open PO FY27 | | 0.00 | 3,173.94 | |
| 416-083-2271 | CONTRACT - OTHER SERV | | Medical Billing Sevice | | | 3,173.94 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 164.78 | 138526 |
| 10.26 664021 | Invoice | 10/08/2026 | Q1 Sherrif Qwest | | 0.00 | 164.78 | |
| 401-096-2207 | TELECOMMUNICATIONS | | Q1 September 4021 | | | 164.78 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 253.80 | 138527 |
| 10.26 567556 | Invoice | 10/08/2026 | Q1 Animal Services Qwest | | 0.00 | 253.80 | |
| 401-096-2207 | TELECOMMUNICATIONS | | Q1 September | | | 253.80 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 166.81 | 138528 |
| 10.26 652762 | Invoice | 10/08/2026 | Q1 Facilities Qwest | | 0.00 | 166.81 | |
| 401-096-2207 | TELECOMMUNICATIONS | | Q1 September 2762 | | | 166.81 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 314.76 | 138529 |
| 10.26 988566 | Invoice | 10/08/2026 | Q1 Estancia Sr Center Qwest | | 0.00 | 314.76 | |
| 401-036-2207 | TELECOMMUNICATIONS | | Q1 September | | | 314.76 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 81.40 | 138530 |
| 10.26 748623 | Invoice | 10/08/2026 | Q1 Assessor Qwest | | 0.00 | 81.40 | |
| 401-096-2207 | TELECOMMUNICATIONS | | Q1 September | | | 81.40 | |
| 107 | QWEST CORPORATION | | 10/20/2026 | Regular | 0.00 | 164.02 | 138531 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 157094 | Invoice | 10/08/2026 | Q1 Manager Qwest | 0.00 | 164.02 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q1 September | 164.02 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 656.35 | 138532 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 0000063 | Invoice | 10/08/2026 | Q1 Dispatch Qwest | 0.00 | 656.35 | |
| | 911-080-2207 | TELECOMMUNICATIONS | Q1 September | 656.35 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 59.91 | 138533 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 987944 | Invoice | 10/08/2026 | Q1 Sherrif Qwest | 0.00 | 59.91 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q1 September 7944 | 59.91 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 81.40 | 138534 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 072736 | Invoice | 10/08/2026 | Q1 Treasurer Qwest FY27 | 0.00 | 81.40 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q1 September | 81.40 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 80.80 | 138535 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 665927 | Invoice | 10/08/2026 | Q1 Fire Dist 5 | 0.00 | 80.80 | |
| | 405-091-2207 | TELECOMMUNICATIONS | September 5927 FY27 | 80.80 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 141.21 | 138536 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 084146 | Invoice | 10/08/2026 | Q1 Facilities Qwest | 0.00 | 141.21 | |
| | 401-096-2207 | TELECOMMUNICATIONS | Q1 September 4146 | 141.21 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 183.76 | 138537 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 737571 | Invoice | 10/08/2026 | Q1 Moriarty Sr Center Qwest | 0.00 | 183.76 | |
| | 401-037-2207 | TELECOMMUNICATIONS | Q1 September | 183.76 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 78.04 | 138538 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 10.26 580726 | Invoice | 10/08/2026 | Q1 Mountainair Sr Center Qwest | 0.00 | 78.04 | |
| | 401-027-2207 | TELECOMMUNICATIONS | Q1 September | 78.04 | | |
| 107 | QWEST CORPORATION | 10/20/2026 | Regular | 0.00 | 78.04 | 138539 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 8.26 580726 | Invoice | 10/14/2026 | Q1 Mountainair Sr Center Qwest | 0.00 | 78.04 | |
| | 401-027-2207 | TELECOMMUNICATIONS | Q1 August | 78.04 | | |
| VEN01150 | Reynolds, Stephanie Y | 10/20/2026 | Regular | 0.00 | 164.00 | 138540 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| RUIDOSO NM | Invoice | 10/20/2026 | TRAVEL TO RUIDOSO NM NM ASSOC OF E | 0.00 | 164.00 | |
| | 401-010-2205 | TRAVEL - EMPLOYEES | TRAVEL TO RUIDOSO NM NM A | 164.00 | | |
| 5426 | SENERGY PETROLEUM, LLC | 10/20/2026 | Regular | 0.00 | 9,197.59 | 138541 |

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 415694606 | Invoice | 10/13/2026 | Fuel | 0.00 | 9,197.59 | |
| | 402-060-2202 | SUPPLIES - VEHICLE FUEL | Fuel | 9,197.59 | | |
| 5335 | SOUTHERN TIRE MART | 10/20/2026 | Regular | 0.00 | 6,456.64 | 138542 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 5020151085 | Invoice | 10/13/2026 | tires for use on dun trucks | 0.00 | 6,456.64 | |
| | 402-060-2232 | SUPPLIES-TIRES | tires for use on dun trucks | 6,456.64 | | |
| 5323 | SOUTHWEST COPY SYSTEMS | 10/20/2026 | Regular | 0.00 | 229.78 | 138543 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 607808 | Invoice | 10/13/2026 | Q2 HR Printing Overages | 0.00 | 229.78 | |
| | 401-014-2271 | CONTRACT-OTHER SERVI | Q2 October | 229.78 | | |
| 5323 | SOUTHWEST COPY SYSTEMS | 10/20/2026 | Regular | 0.00 | 89.16 | 138544 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 607807 | Invoice | 10/14/2026 | Q2 Treasurer Printing overages | 0.00 | 89.16 | |
| | 401-030-2271 | CONTRACT - OTHER SERV | Q2 October | 89.16 | | |
| 5323 | SOUTHWEST COPY SYSTEMS | 10/20/2026 | Regular | 0.00 | 69.57 | 138545 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 607809 | Invoice | 10/13/2026 | Q2 Em Manager Pringting Overages | 0.00 | 69.57 | |
| | 604-083-2219 | SUPPLIES - GENERAL OFFI | Q2 October | 69.57 | | |
| 5323 | SOUTHWEST COPY SYSTEMS | 10/20/2026 | Regular | 0.00 | 86.31 | 138546 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 607246 | Invoice | 10/13/2026 | Q2 Assessor Printing Overages | 0.00 | 86.31 | |
| | 401-040-2271 | CONTRACT - OTHER SERV | Q2 October | 86.31 | | |
| 3978 | STAPLES BUSINESS ADVANTAGE | 10/20/2026 | Regular | 0.00 | 3,423.88 | 138547 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 7011755293 | Invoice | 10/19/2026 | Dell Pro 16 Plus PB16255 | 0.00 | 3,423.88 | |
| | 401-096-2225 | SUPPLIES - COMPUTER/P | Dell Pro 16 Plus PB16255 | 1,711.94 | | |
| | 413-091-2219 | SUPPLIES - GENERAL OFFI | Dell Pro 16 Plus PB16255 | 1,711.94 | | |
| VEN01554 | STORMIE LOOPER | 10/20/2026 | Regular | 0.00 | 40.00 | 138548 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| EVYFC Meeting S | Invoice | 10/13/2026 | EVYFC YOUTH MEMBER STIPEND | 0.00 | 40.00 | |
| | 635-068-2272 | CONTRACT - PROFESSION | Sept 2026 YOUTH MEMBER STI | 40.00 | | |
| 5539 | SUMMITT FIRE & SECURITY LLC | 10/20/2026 | Regular | 0.00 | 233.24 | 138549 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| 4475128 | Invoice | 10/14/2026 | Admin Quarterly Monitoring | 0.00 | 233.24 | |
| | 401-015-2203 | MAINTENANCE & REPAIR | Q2 Admin Quarterly Monitoring | 233.24 | | |
| 233 | PUBLIC EMPLOYEES RETIREMENT | 10/08/2026 | Bank Draft | 0.00 | 12,767.08 | DFT0001795 |
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| | Account Number | Account Name | Item Description | Distribution Amount | | |
| INV0006648 | Invoice | 10/08/2026 | PERA Retirement | 0.00 | 12,767.08 | |
| | 401-000-9001 | Payroll Liabilities | PERA Retirement | 12,767.08 | | |
| 233 | PUBLIC EMPLOYEES RETIREMENT | 10/08/2026 | Bank Draft | 0.00 | 3,154.01 | DFT0001796 |

| Vendor Number / Payable # | Vendor Name / Payable Type / Account Number | Post Date / Account Name | Payment Date / Payable Description | Payment Type / Item Description | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| | | | 10/08/2026 | Bank Draft | 0.00 | 3,154.01 | DFT0001796 |
| INV0006649 | Invoice | 10/08/2026 | PERA PICKUP FIRE | | 0.00 | 3,154.01 | |
| | 401-000-9001 | Payroll Liabilities | | PERA PICKUP FIRE | | 3,154.01 | |
| 5380 | VOYA HOLDINGS, INC. | | 10/08/2026 | Bank Draft | 0.00 | 3,105.90 | DFT0001797 |
| INV0006655 | Invoice | 10/08/2026 | Voya | | 0.00 | 3,105.90 | |
| | 401-000-9001 | Payroll Liabilities | | Voya | | 3,105.90 | |
| 233 | PUBLIC EMPLOYEES RETIREMENT | | 10/08/2026 | Bank Draft | 0.00 | 66,177.16 | DFT0001798 |
| INV0006656 | Invoice | 10/08/2026 | PERA Retirement | | 0.00 | 66,177.16 | |
| | 401-000-9001 | Payroll Liabilities | | PERA Retirement | | 15,896.96 | |
| | 401-000-9001 | Payroll Liabilities | | PERA Retirement | | 31,427.59 | |
| | 401-000-9001 | Payroll Liabilities | | PERA PICKUP LAW | | 5,940.69 | |
| | 401-000-9001 | Payroll Liabilities | | PERA PICKUP | | 12,911.92 | |
| 448 | NM TAXATION & REVENUE | | 10/08/2026 | Bank Draft | 0.00 | 9,464.10 | DFT0001799 |
| INV0006659 | Invoice | 10/08/2026 | State Tax | | 0.00 | 9,464.10 | |
| | 401-000-9001 | Payroll Liabilities | | State Tax | | 9,464.10 | |
| 1656 | INTERNAL REVENUE SERVICE | | 10/08/2026 | Bank Draft | 0.00 | 64,000.30 | DFT0001800 |
| INV0006660 | Invoice | 10/08/2026 | Federal Tax | | 0.00 | 64,000.30 | |
| | 401-000-9001 | Payroll Liabilities | | Federal Tax | | 23,724.78 | |
| | 401-000-9001 | Payroll Liabilities | | FICA Tax | | 31,016.80 | |
| | 401-000-9001 | Payroll Liabilities | | Medicare Taxes | | 9,258.72 | |
| 5339 | US BANK CORPORATE PAYMENT SYSTEM | | 10/20/2026 | Bank Draft | 0.00 | 1,166.08 | DFT0001816 |
| 7891.9.26 | Invoice | 09/28/2026 | FUEL CARDS 9.26 | | 0.00 | 1,166.08 | |
| | 401-065-2202 | SUPPLIES - VEHICLE FUEL | | MAINTENANCE | | 1,013.25 | |
| | 401-073-2202 | SUPPLIES - VEHICLE FUEL | | FUEL CARDS 9.26 | | 152.83 | |
| VEN01552 | WEX BANK | | 10/20/2026 | Bank Draft | 0.00 | 4,140.84 | DFT0001817 |
| 288290/8.26 | Invoice | 09/29/2026 | FUEL CARDS AUGUST 2026 | | 0.00 | 4,140.84 | |
| | 401-030-2202 | SUPPLIES - VEHICLE FUEL | | TREASURER | | 136.00 | |
| | 413-091-2202 | SUPPLIES - VEHICLE FUEL | | FIRE ADMIN | | 4,005.02 | |
| | 413-091-2202 | SUPPLIES - VEHICLE FUEL | | DISCOUNT | | -0.18 | |
| 1072 | WEX FLEET UNIVERSAL | | 10/20/2026 | Bank Draft | 0.00 | 28,593.44 | DFT0001818 |

| Vendor Number / Payable # | Vendor Name / Payable Type / Account Number | Post Date | Payment Date / Payable Description / Account Name | Payment Type / Item Description | Discount Amount / Discount Amount / Distribution Amount | Payment Amount / Payable Amount | Number |
|---|---|---|---|---|---|---|---|
| 288288-4/8.26 | Invoice | 09/29/2026 | FUEL CARDS 8.2026 | | 0.00 | 28,593.44 | |
| | 401-008-2202 | | SUPPLIES - VEHICLE FUEL | PLANNING AND ZONING | | 342.26 | |
| | 401-010-2202 | | SUPPLIES - VEHICLE FUEL | DWI | | 369.80 | |
| | 401-020-2202 | | SUPPLIES-VEHICLE FUEL | CLERK | | 63.50 | |
| | 401-040-2202 | | SUPPLIES - VEHICLE FUEL | ASSESSOR | | 123.88 | |
| | 401-050-2202 | | SUPPLIES - VEHICLE FUEL | DISCOUNT | | -99.71 | |
| | 401-050-2202 | | SUPPLIES - VEHICLE FUEL | SHERIFF | | 16,217.87 | |
| | 401-065-2202 | | SUPPLIES - VEHICLE FUEL | MAINTENANCE | | 150.01 | |
| | 401-082-2202 | | SUPPLIES - VEHICLE FUEL | ANIMAL SERVICES | | 1,002.61 | |
| | 405-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 5 VFD | | 2,610.60 | |
| | 406-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 2 VFD | | 1,030.79 | |
| | 407-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 1 VFD | | 552.07 | |
| | 408-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 3 VFD | | 759.08 | |
| | 409-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 4 VFD | | 117.71 | |
| | 416-083-2202 | | SUPPLIES - VEHICLE FUEL | FIRE | | 872.43 | |
| | 418-091-2202 | | SUPPLIES - VEHICLE FUEL | DIST 6 VFD | | 4,178.66 | |
| | 604-083-2202 | | SUPPLIES - VEHICLE FUEL | EMERGENCY MANAGER | | 214.08 | |
| | 911-080-2202 | | SUPPLIES - VEHICLE FUEL | DISPATCH | | 87.80 | |

**Bank Code Main Checking Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 241 | 178 | 0.00 | 735,873.58 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 5 | 0.00 | -150.00 |
| Bank Drafts | 9 | 9 | 0.00 | 192,568.91 |
| EFT's | 23 | 19 | 0.00 | 381,021.49 |
| | **273** | **211** | **0.00** | **1,309,313.98** |

# All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 241 | 178 | 0.00 | 735,873.58 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 5 | 0.00 | -150.00 |
| Bank Drafts | 9 | 9 | 0.00 | 192,568.91 |
| EFT's | 23 | 19 | 0.00 | 381,021.49 |
| | **273** | **211** | **0.00** | **1,309,313.98** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | Pooled Cash | 10/2026 | 1,309,313.98 |
| | | | **1,309,313.98** |




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-A

**FIRST AMENDMENT TO LEASE AGREEMENT AND INDENTURE AND PARTIAL RELEASE**

This FIRST AMENDMENT TO LEASE AGREEMENT AND INDENTURE AND PARTIAL RELEASE (this "Amendment") is dated as of _____, 2026 (the "Effective Date") , and is among TORRANCE COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico (together with its successors and assigns, the "Issuer"); EXUS NM DATA CENTER II, LLC, a Delaware limited liability company formerly known as NMRD Data Center II, LLC (together with its successors and assigns, the "Company"); NMRD DATA CENTER II -- BRITTON, LLC, a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds, the "Purchaser"); and BOKF, NA, as depositary (together with its successors and assigns, the "Depositary").

**RECITALS**

WHEREAS, the Issuer, as lessor, and the Company, as lessee, are parties to a Lease Agreement dated as of July 15, 2019 (the "Lease"), recorded on July 18, 2019, as Document No. 2191680, Book 341, Page 541, in the records of the County Clerk of Torrance County, New Mexico (the "Records"); and

WHEREAS, the Issuer, the Purchaser, the Company and the Depositary are parties to an Indenture dated as of July 15, 2019 (the "Indenture"), recorded on July 18, 2019, as Document No. 2191681, Book 341, Page 572, in the Records, under which the Issuer issued its Torrance County, New Mexico Taxable Industrial Revenue Bonds (NMRD Data Center II, LLC Project), Series 2019, in the maximum principal amount of $60,000,000 (the "Bonds"), as authorized by Ordinance No. 2019-001 of the Issuer adopted on April 10, 2019 (the "Bond Ordinance"); and

WHEREAS, the Company conveyed the Project Site to the Issuer by special warranty deed recorded on July 18, 2019, as Document No. 2191679, Book 341, Page 539, in the Records, and the Project Site is described in Exhibit A to the Lease and in Exhibit B to the Indenture; and

WHEREAS, the Project Site includes Tract A-2, Lands of Anne M. Current, as shown on the plat entitled "Five Year Exemption Plat, Tracts A-1 and A-2, Lands of Anne M. Current," filed on January 16, 2019, in Book G, Page 19, in the Records ("Tract A-2"); and

WHEREAS, Tract A-2 is being divided into Tract A-2-A, containing approximately 221.6824 acres, and Tract A-2-B, containing approximately 7.6938 acres, by the plat entitled "Tracts A-2-A and A-2-B, Lands of Anne M. Current," prepared by Precision Surveys, Inc. (PSI Job No. 7663.0272), dated August 2026[, filed on _____, 2026, in Book ____, Page ____, in the Records] (the "Plat"); and

WHEREAS, the Company wishes to remove Tract A-2-B from the Project Site and from the lien of the Indenture, and to direct the Issuer to convey Tract A-2-B to Britton Storage LLC, a Delaware limited liability company, as the Company's designee (the "Grantee"); and

WHEREAS, Section 11.14 of the Lease provides that the Lease may be amended only by an instrument executed by the Issuer and the Company and consented to by the Purchaser,

Section 1101 of the Indenture provides that the Indenture may be supplemented or amended only by an instrument executed by the Issuer, the Purchaser and the Depositary, and Section 1102 of the Indenture provides that any supplemental indenture affecting the rights of the Company is not effective until the Company consents to it in writing; and

WHEREAS, the Board of County Commissioners of the Issuer approved this Amendment and the conveyance of Tract A-2-B by Resolution No. 2026-____ adopted on _____, 2026 (the "Resolution"); and

WHEREAS, the Purchaser is the owner of all of the Bonds outstanding, and the Purchaser and the Company have requested that the Depositary execute this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## ARTICLE I

## COMPANY DIRECTION; REMOVAL; RELEASE; CONVEYANCE

**Section 1.1. Company Direction.** The Company irrevocably requests and directs the Issuer (a) to remove Tract A-2-B, as shown on the Plat and described in Exhibit A to this Amendment, together with all improvements and fixtures located on it and all rights appurtenant to it (the "Released Parcel"), from the Project Site, and (b) to convey all of the Issuer's right, title and interest in the Released Parcel to the Grantee by a quitclaim deed delivered under Section 1.4 (the "Quitclaim Deed"). This Section 1.1 constitutes the Company's written direction to the Issuer for the removal and conveyance of the Released Parcel.

**Section 1.2. Removal from the Lease.** On the Effective Date, the Released Parcel is removed from the Project Site. The Lease remains in full force and effect as to the Project Site after the removal of the Released Parcel, as described in Exhibit B and Exhibit C to this Amendment (the "Retained Project Site"), and the remaining Project Property.

**Section 1.3. Partial Release of the Indenture.** On the Effective Date, the Purchaser and the Depositary release the Released Parcel, and all rents, revenues and proceeds of the Released Parcel accruing after the Effective Date, from the lien, pledge, assignment and security interest of the Indenture. The Indenture remains in full force and effect as to all other property subject to it. The Purchaser and the Depositary will execute and deliver, at the Company's expense, any further releases, financing statement amendments and other instruments that the Company or the Grantee reasonably requests to evidence this release.

**Section 1.4. Conveyance to the Grantee.** Promptly after the Effective Date [and the recording of the Plat], the Issuer will execute and deliver the Quitclaim Deed to the Grantee. The Company will prepare the Quitclaim Deed at its expense, in form reasonably acceptable to the Issuer. The Issuer conveys the Released Parcel at the direction of the Company, without representation, warranty or recourse of any kind, and subject to (a) all matters of record, (b) all matters that an accurate survey or inspection of the Released Parcel would disclose, and (c) the liens and encumbrances described in clauses (i) through (iv) of Article X of the Lease. The

Grantee is not a party to this Amendment and does not assume any obligation under the Lease or the Indenture by accepting the Quitclaim Deed.

**Section 1.5. Separate Financing.** The parties acknowledge that the Grantee may request that the Issuer issue separate industrial revenue bonds for a project that includes the Released Parcel and may reconvey the Released Parcel to the Issuer in connection with that financing. Nothing in this Amendment obligates the Issuer to approve any such financing or to accept any such reconveyance. Any such financing is subject to separate approval by the Issuer in accordance with the Act. Any reconveyance of the Released Parcel to the Issuer will not return the Released Parcel to the Project Site or subject it to the Lease or the Indenture.

## ARTICLE II

## AMENDMENT OF THE LEASE

**Section 2.1. Amendment and Restatement of Exhibit A.** Exhibit A to the Lease is amended and restated in its entirety in the form of Exhibit B to this Amendment. Each reference in the Lease to the "Project Site" or to Exhibit A to the Lease means the Retained Project Site as described in Exhibit B to this Amendment.

**Section 2.2. Purchaser Consent.** The Purchaser consents to this Amendment for purposes of Section 11.14 of the Lease.

## ARTICLE III

## AMENDMENT OF THE INDENTURE

**Section 3.1. Amendment and Restatement of Exhibit B.** Exhibit B to the Indenture is amended and restated in its entirety in the form of Exhibit C to this Amendment. Each reference in the Indenture to the "Project Site" or to Exhibit B to the Indenture means the Retained Project Site as described in Exhibit C to this Amendment.

**Section 3.2. Supplemental Indenture; Company Consent.** This Amendment constitutes a supplemental indenture under Article XI of the Indenture, executed by the Issuer, the Purchaser and the Depositary in accordance with Section 1101 of the Indenture. The Company consents in writing to this Amendment for purposes of Section 1102 of the Indenture.

**Section 3.3. Direction to the Depositary.** The Purchaser, as the owner of all of the Bonds outstanding, directs the Depositary to execute and deliver this Amendment. In executing this Amendment, the Depositary is entitled to all of the rights, protections and immunities provided to it under the Indenture, and the Depositary has no responsibility for the sufficiency of any legal description in this Amendment.

## ARTICLE IV

## MISCELLANEOUS

**Section 4.1. Ratification.** Except as amended by this Amendment, the Lease and the Indenture remain in full force and effect and are ratified and confirmed. Each reference to the Lease or the Indenture in any Bond Document means the Lease or the Indenture as amended by this Amendment.

**Section 4.2. Costs.** The Company will pay all costs of this Amendment and the conveyance of the Released Parcel, including the reasonable fees and expenses of counsel to the Issuer, the Purchaser and the Depositary, and all survey, platting, title and recording costs.

**Section 4.3. Indemnification; Limited Liability of the Issuer.** The Company's indemnification obligations under the Lease apply to this Amendment, the removal of the Released Parcel and the Issuer's conveyance of the Released Parcel. No provision of this Amendment creates a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

**Section 4.4. Recording.** The Company will cause this Amendment and the Quitclaim Deed to be recorded in the Records at its expense.

**Section 4.5. Effectiveness.** This Amendment is effective on the Effective Date.

**Section 4.6. Counterparts.** This Amendment may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signature and acknowledgment pages may be detached from counterparts and attached to a single counterpart for recording.

**Section 4.7. Governing Law.** This Amendment is governed by the laws of the State of New Mexico.

**Section 4.8. Severability.** If any provision of this Amendment is held invalid or unenforceable, that holding does not affect any other provision of this Amendment.

**Section 4.9. Headings.** Headings in this Amendment are for convenience only and do not affect its interpretation.

**Section 4.10. Capitalized Terms.** Capitalized terms used but not defined in this Amendment have the meanings assigned to them in the Lease or, if not defined in the Lease, in the Indenture.

[Signature and acknowledgment pages follow.]

TORRANCE COUNTY, NEW MEXICO,
a political subdivision of the State of New Mexico, as Issuer

By: _____
Chair, Board of County Commissioners

(SEAL)

ATTEST:

By: _____
County Clerk

STATE OF NEW MEXICO )

) ss.

COUNTY OF TORRANCE )

This instrument was acknowledged before me on _____, 2026, by [_____], as Chair of the Board of County Commissioners of Torrance County, New Mexico, a political subdivision of the State of New Mexico, on behalf of the County.

_____

Notary Public

My commission expires: _____

EXUS NM DATA CENTER II, LLC,

a Delaware limited liability company, as Company

By: _____
Name:
Title:

STATE OF _____ )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2026, by _____, as _____ of Exus NM Data Center II, LLC, a Delaware limited liability company, on behalf of the company.

_____

Notary Public

My commission expires: _____

NMRD DATA CENTER II -- BRITTON, LLC,

a Delaware limited liability company, as Purchaser

By: _____
Name:
Title:

STATE OF _____ )

) ss.

COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2026, by _____, as _____ of NMRD Data Center II -- Britton, LLC, a Delaware limited liability company, on behalf of the company.

_____

Notary Public

My commission expires: _____

BOKF, NA,

as Depositary

By: _____
Name:
Title:

STATE OF _____ )

) ss.

COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2026, by _____, as _____ of BOKF, NA, a national banking association, on behalf of the association.

_____

Notary Public

My commission expires: _____

## EXHIBIT A

## LEGAL DESCRIPTION OF THE RELEASED PARCEL

[Transcribed from the plat entitled "Tracts A-2-A and A-2-B, Lands of Anne M. Current," Precision Surveys, Inc., PSI Job No. 7663.0272, Sheet 1 of 2, surveyor's certificate dated August 31, 2026. Surveyor to confirm transcription and supply recording data.]

TRACT LETTERED "A-2-B" BEING SITUATE WITHIN THE SOUTH HALF (S 1/2) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE EIGHT (8) EAST, N.M.P.M., PARTIALLY IN THE CITY OF MORIARTY AND TORRANCE COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT ENTITLED "TRACTS A-2-A AND A-2-B, LANDS OF ANNE M. CURRENT", DATED _____, 2026, BOOK ____, PAGE ____, PLAT RECORDS OF TORRANCE COUNTY, NEW MEXICO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83- CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993" FROM WHENCE A TIE TO A FOUND 1 3/4" IRON PIPE WITH FLAGGING MARKING THE PURPORTED ONE QUARTER CORNER OF SECTIONS 9 AND 10, TOWNSHIP 9 NORTH, RANGE 8 EAST, N.M.P.M. BEARS N 54°19'55" E, A DISTANCE OF 4675.66 FEET;

THENCE FROM SAID POINT OF BEGINNING, S 88°38'25" W, A DISTANCE OF 1491.78 FEET TO THE SOUTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "T.R ODEN PS 8667";

THENCE N 00°00'36" W, A DISTANCE OF 242.48 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE N 89°59'34" E, A DISTANCE OF 1489.13 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE S 00°37'29" E, A DISTANCE OF 207.28 FEET TO THE POINT OF BEGINNING, CONTAINING 7.6938 ACRES (335,141 SQUARE FEET), MORE OR LESS.

## EXHIBIT B

## AMENDED AND RESTATED EXHIBIT A TO LEASE AGREEMENT

(as amended and restated as of _____, 2026)

## EXHIBIT A

### Project Property and Project Site

Project Property:

All solar generation equipment including solar tracking hardware and software, photovoltaic panels and inverters, support structures, and associated electrical generation equipment used to generate electricity from solar energy and related equipment including transformers, circuit breakers and switching and metering equipment used to connect the solar electrical generation plant to the electric grid; meteorological data acquisition equipment, power source, storage facility, and above-ground and underground data lines, electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, equipment enclosures, fencing, security devices, electrical and communications equipment necessary to condition and increase the voltage of electricity, telecommunication lines, space boxes, spare parts, consumables, and all other equipment and personal property which is now or hereafter acquired with Bond Proceeds and located at the Project Site.

Project Site:

The remainder of the Tract designated "3-B" located within the North Half (N1/2) of Section Eight (8) and the Southeast Quarter (SE1/4) of Section Five (5), Township Nine (9) North, Range Eight (8) East, NMPM Torrance County that is not located within the corporate boundaries of the City of Moriarty

AND

The remainder of the Tr 3-A within N1/2 Sec 8 and SE1/4 Sec 5, Township 9 North, Range 8 East NMPM Torrance County that is not located within the corporate boundaries of the City of Moriarty

AND

Tract A-2-A, Lands of Anne M. Current, more particularly described as follows:

TRACT LETTERED "A-2-A" BEING SITUATE WITHIN THE SOUTH HALF (S 1/2) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE EIGHT (8) EAST, N.M.P.M., PARTIALLY IN THE CITY OF MORIARTY AND TORRANCE COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT ENTITLED "TRACTS A-2-A AND A-2-B, LANDS OF ANNE M. CURRENT", DATED _____, 2026,

BOOK ____, PAGE ____, PLAT RECORDS OF TORRANCE COUNTY, NEW MEXICO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83- CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED TRACT A-2-A, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993" FROM WHENCE A TIE TO A FOUND 1 3/4" IRON PIPE WITH FLAGGING MARKING THE PURPORTED ONE QUARTER CORNER OF SECTIONS 9 AND 10, TOWNSHIP 9 NORTH, RANGE 8 EAST, N.M.P.M. BEARS S 27°04'55" W, A DISTANCE OF 3018.04 FEET;

THENCE FROM SAID POINT OF BEGINNING S 89°15'32" W, A DISTANCE OF 1236.90 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE N 00°32'13" W, A DISTANCE OF 658.37 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE S 89°06'40" W, A DISTANCE OF 659.73 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "SOLINSKI PS 17532";

THENCE S 00°49'38" E, A DISTANCE OF 659.80 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE S 88°38'25" W, A DISTANCE OF 533.10 FEET TO AN ANGLE POINT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE N 00°37'29" W, A DISTANCE OF 207.28 FEET TO AN ANGLE POINT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE S 89°59'34" W, A DISTANCE OF 1489.13 FEET TO THE SOUTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE N 00°00'36" W, A DISTANCE OF 2485.00 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NO. 7 REBAR WITH TAG "PS 144505" [sic — parent Tract A-2 description reads "PS 14405"; surveyor to confirm];

THENCE N 89°35'05" E, A DISTANCE OF 2649.87 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "T.R ODEN PS 8667";

THENCE N 89°37'25" E, A DISTANCE OF 1145.59 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NO. 4 REBAR;

THENCE S 00°04'53" E, A DISTANCE OF 100.07 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "T.R ODEN PS 8667";

THENCE S 03°17'14" E, A DISTANCE OF 1771.56 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC [CAP] "PS 11993";

THENCE S 01°28'14" E, A DISTANCE OF 810.09 FEET TO THE POINT OF BEGINNING, CONTAINING 221.6824 ACRES (9,656,486 SQUARE FEET), MORE OR LESS.

AND

Tr. A-1-A, Lands/Burson, Section 9, Township 9 North, Range 8 East, NMPM Torrance County [carried forward from the 2019 Project Site description; title company to provide full legal description].

[The Retained Project Site does not include Tract A-2-B, Lands of Anne M. Current, as shown on the Plat.]

## EXHIBIT C

## AMENDED AND RESTATED EXHIBIT B TO INDENTURE

(as amended and restated as of _____, 2026)

## EXHIBIT B

## PROJECT SITE

Project Site:

The remainder of the Tract designated "3-B" located within the North Half (N1/2) of Section Eight (8) and the Southeast Quarter (SE1/4) of Section Five (5), Township Nine (9) North, Range Eight (8) East, NMPM Torrance County that is not located within the corporate boundaries of the City of Moriarty, New Mexico

AND

The remainder of the Tr 3-A within N1/2 Sec 8 and SE1/4 Sec 5, Township 9 North, Range 8 East NMPM Torrance County that is not located within the corporate boundaries of City of Moriarty, New Mexico

AND

Tract A-2-A, Lands of Anne M. Current, more particularly described as follows:

TRACT LETTERED "A-2-A" BEING SITUATE WITHIN THE SOUTH HALF (S 1/2) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE EIGHT (8) EAST, N.M.P.M., PARTIALLY IN THE CITY OF MORIARTY AND TORRANCE COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT ENTITLED "TRACTS A-2-A AND A-2-B, LANDS OF ANNE M. CURRENT", DATED _____, 2026, BOOK ____, PAGE ____, PLAT RECORDS OF TORRANCE COUNTY, NEW MEXICO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83- CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED TRACT A-2-A, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993" FROM WHENCE A TIE TO A FOUND 1 3/4" IRON PIPE WITH FLAGGING MARKING THE PURPORTED ONE QUARTER CORNER OF SECTIONS 9 AND 10, TOWNSHIP 9 NORTH, RANGE 8 EAST, N.M.P.M. BEARS S 27°04'55" W, A DISTANCE OF 3018.04 FEET;

THENCE FROM SAID POINT OF BEGINNING S 89°15'32" W, A DISTANCE OF 1236.90 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE N 00°32'13" W, A DISTANCE OF 658.37 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE S 89°06'40" W, A DISTANCE OF 659.73 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "SOLINSKI PS 17532";

THENCE S 00°49'38" E, A DISTANCE OF 659.80 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP "PS 17532";

THENCE S 88°38'25" W, A DISTANCE OF 533.10 FEET TO AN ANGLE POINT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE N 00°37'29" W, A DISTANCE OF 207.28 FEET TO AN ANGLE POINT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE S 89°59'34" W, A DISTANCE OF 1489.13 FEET TO THE SOUTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 4 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE N 00°00'36" W, A DISTANCE OF 2485.00 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NO. 7 REBAR WITH TAG "PS 144505" [sic — parent Tract A-2 description reads "PS 14405"; surveyor to confirm];

THENCE N 89°35'05" E, A DISTANCE OF 2649.87 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "T.R ODEN PS 8667";

THENCE N 89°37'25" E, A DISTANCE OF 1145.59 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NO. 4 REBAR;

THENCE S 00°04'53" E, A DISTANCE OF 100.07 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "T.R ODEN PS 8667";

THENCE S 03°17'14" E, A DISTANCE OF 1771.56 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC [CAP] "PS 11993";

THENCE S 01°28'14" E, A DISTANCE OF 810.09 FEET TO THE POINT OF BEGINNING, CONTAINING 221.6824 ACRES (9,656,486 SQUARE FEET), MORE OR LESS.

AND

Tr. A-1-A, Lands/Burson, Section 9, Township 9 North, Range 8 East, NMPM Torrance County [carried forward from the 2019 Project Site description; title company to provide full legal description].

[The Retained Project Site does not include Tract A-2-B, Lands of Anne M. Current, as shown on the Plat.]

**TORRANCE COUNTY, NEW MEXICO**

**AND**

**BRITTON STORAGE LLC**

---

# LEASE AGREEMENT

---

**Dated as of December 1, 2026**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

## TABLE OF CONTENTS


Page

ARTICLE I - RECITALS ..... 1

Section 1.1 Recitals ..... 1

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION ..... 2

Section 2.1 Definitions ..... 2

Section 2.2 Rules of Construction ..... 5

ARTICLE III - REPRESENTATIONS ..... 5

Section 3.1 Representations by the Issuer ..... 5

Section 3.2 Company Representations ..... 6

ARTICLE IV - THE PROJECT ..... 8

Section 4.1 Construction, Acquisition, Installation, Equipment, and Completion ..... 8

Section 4.2 Plans and Specifications; Changes ..... 8

Section 4.3 No Warranty ..... 8

Section 4.4 Completion Date ..... 9

Section 4.5 Gross Receipts and Compensating Tax ..... 9

Section 4.6 Assessment in the Company's Name ..... 10

Section 4.7 Compliance with Law ..... 10

Section 4.8 Nuisance Not Permitted ..... 11

Section 4.9 Taxes and Utility Charges ..... 11

Section 4.10 Maintenance ..... 11

Section 4.11 Replacement and Removal of Leased Property ..... 11

Section 4.12 Eminent Domain; Damage; Destruction ..... 11

Section 4.13 Insurance ..... 11

Section 4.14 Access and Inspection ..... 12

Section 4.15 Liens ..... 12

Section 4.16 Use of Project; Project, Closure, and Claw-Backs ..... 12

Section 4.17 Easements ..... 13

Section 4.18 [Fire Safety] ..... 13

ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT ..... 13

Section 5.1 Lease of the Leased Property; Term ..... 13

Section 5.2 Quiet Enjoyment ..... 13

Section 5.3 Rent ..... 13

Section 5.4 Obligations Unconditional ..... 14
Section 5.5 Filing; Further Assurances ..... 15
Section 5.6 Claims ..... 15
Section 5.7 Indemnity, Expenses ..... 15
Section 5.8 Environmental Matters ..... 17
Section 5.9 Indenture Provisions ..... 18
Section 5.10 PILOT Payment ..... 18
ARTICLE VI - ASSIGNMENT, LEASING AND SELLING ..... 18
Section 6.1 Assignment of Rights by the Issuer ..... 18
Section 6.2 No Other Transfer by Issuer ..... 19
Section 6.3 Assignment, Lease, Encumbrance or Sale involving the Company ..... 19
Section 6.4 Company Financing Liens ..... 20
ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES ..... 22
Section 7.1 Events of Default Defined ..... 22
Section 7.2 Remedies on Default; Financing Party's Right to Cure ..... 23
Section 7.3 Company to Give Notice of Default ..... 24
Section 7.4 Default by Issuer - Limited Liability ..... 24
Section 7.5 Issuer Remedial Action ..... 24
ARTICLE VIII - PREPAYMENTS ..... 25
Section 8.1 Prepayments ..... 25
ARTICLE IX - PURCHASE OF LEASED PROPERTY ..... 25
Section 9.1 Purchase of Leased Property ..... 25
ARTICLE X - MISCELLANEOUS ..... 25
Section 10.1 Incorporation of Indenture Provisions ..... 25
Section 10.2 Amendments ..... 25
Section 10.3 No Pecuniary Liability of Issuer ..... 25
Section 10.4 Binding Effect ..... 26
Section 10.5 Severability ..... 26
Section 10.6 Recording ..... 26
Section 10.7 No Waiver ..... 26
Section 10.8 Applicable Law ..... 26
Section 10.9 Non-Merger ..... 26
Section 10.10 Execution in Counterparts ..... 27
Section 10.11 Federal Income Tax Treatment ..... 27

Section 10.12 Notices..... 27

| | |
|---|---|
| Exhibit A | Description of Project Site |
| Exhibit B | PILOT Calculation |
| [Exhibit C | Decommissioning Obligations] |

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision, as lessor (together with its successors and assigns, the "Issuer" or the "County"), and BRITTON STORAGE LLC, a Delaware limited liability company, as lessee (together with its successors and assigns, the "Company"), agree:

## ARTICLE I - RECITALS

Section 1.1 Recitals.

A. The Company has presented to the Board of County Commissioners, the governing body of the Issuer (the "Board"), a proposal whereby the Company, as agent of the Issuer, will construct, acquire, equip, and install improvements for a battery energy storage facility located within the County (the "Project") and whereby the Issuer will issue its Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 in the maximum aggregate principal amount of $150,000,000 (the "Bonds") to accomplish the construction, acquisition, equipment, and installation of the Project;

B. The Issuer is authorized under Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation (the "Act"), to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined by Ordinance No. [___] (the "Bond Ordinance") that it is desirable to construct, acquire, equip, and improve the Project and has pursuant to the Bond Ordinance authorized the issuance of the Bonds;

C. The Bonds are to be issued under an Indenture dated as of December 1, 2026 (together with all amendments and supplements, the "Indenture") among the Issuer, Britton Storage LLC, a Delaware limited liability company (together with its successors and assigns, and permitted transferees of the Bonds, the "Purchaser"), the Company and [DEPOSITARY], as Depositary (the "Depositary");

D. The proceeds of the Bonds will be used to finance the construction, acquisition, equipment, and installation of the Improvements (as defined in Section 2.1);

E. The Leased Property will be leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Lease");

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of December 1, 2026 (together with all amendments and supplements the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company;

G. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and to finance the Leased Property for the purposes described above, pursuant to the Indenture and the Bond Ordinance;

H. The Bonds will be special limited obligations of the Issuer payable as provided therein and as provided in the Indenture, and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owner of the Bonds will have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Revenues (as defined in the Indenture);

I. The Company and the Issuer each have full right and lawful authority to enter into this Lease and to perform and observe the provisions hereof on their respective parts to be performed and observed.

In consideration of the promises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Lease will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or charge against its general credit or taxing powers but will be payable solely out of Revenues).

## ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions. All words and terms defined in the Indenture have the same meanings when used in this Lease and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Additional Payments" has the meaning assigned in Section 5.3(B).

"Applicable Environmental Law" means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Basic Rent" has the meaning assigned in Section 5.3(A).

"Board" means the Board of County Commissioners of Torrance County, New Mexico.

"Bond Documents" means, collectively, this Lease, the Indenture and the Bond Purchase Agreement, each one individually being a "Bond Document."

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Company Financing" means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, tax equity agreements, tax credit monetization or transfer agreements, hedges, or other instruments evidencing financial obligations to which the Company, its members or any subsidiary or affiliate of the Company is a party to, that is entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement), during the Term, or after the date of initial delivery of the Bonds, for the purpose of (i) obtaining financing of the Leased Property by the Company or any affiliate of the Company, (ii) providing tax equity financing to the Company or any subsidiary or affiliate of the Company or (iii) entering into a tax credit monetization or transfer agreement by or for the benefit the Company, its members or any subsidiary or affiliate of the Company.

"Company Financing Lien" means any pledge, encumbrance or other lien on all or any portion of the Leased Property granted by the Company or any member, subsidiary, or affiliate of the Company, in each case, entered into in connection with a Company Financing.

"Completion Date" has the meaning assigned in Section 4.4 hereof.

"Effective Date" means December 1, 2026.

"Eminent Domain" means the taking of title to, or the temporary use of, all or any part of the Leased Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Leased Property during the pendency of, or as a result of a threat of, such proceedings.

"Equipment" means all equipment, fixtures and furnishings and all personal property of any kind, which is to be acquired and used on or at the Project Site, which is suitable for and used at the Project, and which is subject to depreciation for federal income tax purposes, and that is purchased with proceeds of the Bonds, or the purchase of which is reimbursed with proceeds of the Bonds, together with fixtures, furnishings and other depreciable personal property that are in replacement thereof due to damage or obsolescence.

"Event of Default" has the meaning assigned in Section 7.1.

"Financing Party" means any lender, tax equity provider, tax credit purchaser, or any other person or entity, including any collateral agent for same, providing debt financing, tax equity financing or otherwise monetizing or purchasing tax credits in connection with the Project.

"Force Majeure" means acts of God; strike, lockout or other industrial disturbance; acts of public enemy; war; terrorist act; sabotage; embargo; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; civil disturbance; insurrection; blockage; riot; pandemic; epidemic; landslide; lightning; earthquake; fire; hurricane; tornado; storm; flood; washout; drought; explosion; discovery of hazardous or toxic materials brought on the Project Site by third parties; partial or entire failure of power, telecommunication, data connectivity or other services to be delivered to the Project by any third party including any local utility provider; delays caused by any dispute resolution process; or any other cause or event not reasonably within the control of the Company.

"Improvements" all utility-scale energy storage facilities, buildings, structures and other improvements, including those for receiving, converting, storing or transmitting electrical energy to be acquired, constructed, equipped, and installed on the Project Site in connection with the Project, together with necessary site work, including the Equipment.

"Indemnitee" means, collectively, the Indemnified Persons as defined in Section 5.7 hereof and the Indemnified Parties as defined in Section 9.06 of the Indenture.

"Inducement Resolution" means Resolution No. 2026-31 adopted by the Board on September 23, 2026, in connection with the issuance of the Bonds.

["Initial Mortgage" means, that certain mortgage made by the Company for the benefit of the Security Beneficiary creating a lien on the Project Site and the Leased Property and all amendments, supplements, modifications and replacements thereof .]

["Initial Financing Lien" means the first priority lien created in favor of Security Beneficiary pursuant to the Initial Mortgage and all amendments, supplements, modifications and replacements thereof, encumbering the Company's title to the Leased Property, to which the Issuer's interest in the Leased Property is subject.]

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Company and related to the authorization, sale and issuance of the Bonds and authorization and execution of this Lease, which items of expense shall include, but are not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and Company counsel fees, initial fees of the Depositary, and other costs, charges and fees in connection with the foregoing.

"Leased Property" means the Improvements and the Project Site.

"Permitted Liens" means, as of the date of delivery of this Lease and as of any particular time, (i) liens for taxes, if any, to the extent permitted in Section 4.9, (ii) this Lease, any assignment or lease permitted by this Lease, (iii) mechanics', materialmens', carriers' and other similar liens, (iv) any Company Financing Lien, (v) the Initial Financing Lien, and (vi) such minor defects, irregularities, encumbrances, or other liens on the Leased Property as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Leased Property for the purpose for which it is used by the Company or materially detract from the value of the Leased Property.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, or public body.

"PILOT" has the meaning assigned in Section 5.10.

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" has the meaning assigned in Section 1.1 A.

"Project Site" means the real property described on Exhibit A attached hereto and incorporated by reference.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Rent" means Basic Rent and any Additional Payments.

["Security Beneficiary" means [_____], a Delaware limited liability company and any of its successors or assignees, from time to time.]

"Term" means the period from the date of the execution and delivery of this Lease by the Issuer and the Company to the earlier of the date of Payment of the Bonds, the date of termination of this Lease pursuant to Section 7.2 C, or December 1, 2049.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2 Rules of Construction. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

A. All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

B. Any inconsistency between the provisions of this Lease and the provisions of the Indenture will be resolved in favor of the provisions of the Indenture.

## ARTICLE III - REPRESENTATIONS

Section 3.1 Representations by the Issuer. The Issuer represents that, as of the date of delivery of this Lease:

A. The Issuer is a county and political subdivision organized and existing under and pursuant to the laws of the State of New Mexico (the "State") and is authorized by the Act to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, and promoting a sound and proper balance in the State between agriculture, commerce and industry. The Issuer has the power under the Act to enter into the transactions contemplated by this Lease, the Indenture and the Bond Purchase Agreement and to carry out its obligations hereunder and thereunder. By proper action, the Issuer has duly authorized the execution and delivery of this Lease, the Indenture and the Bond Purchase Agreement.

B. The Issuer will lease the Leased Property to the Company and will sell the Leased Property to the Company upon the Company's exercise of its option to purchase the Leased Property, all for the purpose of promoting industry and trade by inducing the Company to locate the Project in the State and to promote a sound and proper balance in the State between agriculture, commerce and industry. The Issuer agrees to cooperate with the Company to procure from the appropriate State, county, municipal and other authorities and corporations utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

C. To finance the Costs of the Project (as defined in the Indenture), the Issuer will issue the Bonds. The Bonds shall mature, bear interest and have such other terms and conditions as are set forth in the Indenture.

D. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interests in this Lease (with certain exceptions) and the revenues and receipts derived by the Issuer from the leasing or sale of the Leased Property (with certain exceptions) will be pledged and assigned to the Purchaser as security for payment of the principal of, premium, if any, and interest on the Bonds.

E. The execution, delivery and performance of the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the knowledge of the Issuer threatened, against the Issuer, which seeks to or does restrain or enjoin the issuance and delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

Section 3.2 Company Representations. The Company represents that, as of the date of delivery of this Lease:

A. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease, the Indenture, and the Bond Purchase Agreement.

B. The execution, delivery and performance by the Company of this Lease, the Indenture, and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Company's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Company is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Company, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease, the Indenture, and the Bond Purchase Agreement have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease, the Indenture, or the Bond Purchase Agreement, (ii) in any manner questions the validity or enforceability of the Bonds, this Lease, the Indenture, or the Bond Purchase Agreement, or (iii) questions the authority of the Company to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company has induced the Company to undertake the Project and to locate its business in Torrance County, New Mexico.

F. The Company intends to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a battery energy storage facility so as to qualify the Improvements, as

applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. As agent for the Issuer, the Company proposes to construct, acquire, equip, and install the Improvements which the Company intends to qualify for the tax-exemptions pursuant to Section 7-9-54 NMSA 1978, as amended. The Company shall have the sole responsibility for the construction, acquisition, equipment, and installation of the Improvements, and may perform the same, by itself or through affiliates, agents, contractors, subcontractors or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such construction, acquisition, equipment, and installation, the Company shall procure from the appropriate State, county, municipal and other authorities and corporations, utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

H. None of the proceeds of the Bonds will be used to provide working capital.

I. The Improvements will be located on the Project Site which is within the boundaries of the Issuer.

J. This Lease will serve as a financing agreement from which revenues will be derived for the purpose of providing payment for the account of the Issuer of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and providing that the Company shall be obligated to pay for the maintenance of and insurance or meet self-insurance requirements on the Project as required by the Act.

K. The Company has or will have the economic ability to meet all of the financial obligations imposed upon the Company under this Lease.

L. To the knowledge of the Company, no officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

M. The Company has heretofore supplied the Issuer estimates of the Costs of the Project and the Completion Date. The Company hereby warrants that such estimates for the Project were made in good faith and are fair, reasonable and realistic but are subject to revision as the Leased Property is constructed, acquired, equipped, and installed due to foreseen and unforeseen circumstances.

N. The Company shall cause to be paid all costs of the Leased Property in excess of the moneys available therefor in the Acquisition Account.

O. To the knowledge of the Company, no event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" under this Lease or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Lease.

P. The Project Property is located in that part of Torrance County which is outside the corporate limits of any municipality and is or will be an electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, Sections 62-3-1, et.seq., NMSA 1978.

Q. The Company will comply with all prevailing wage laws and regulations applicable to the Company, including but not limited to Section 13-4-11(J) NMSA 1978 and 11.1.5 NMAC (Industrial Revenue Bonds), as may be amended and supplemented from time to time, at all times during the Term.

## ARTICLE IV - THE PROJECT

Section 4.1 Construction, Acquisition, Installation, Equipment, and Completion. The Company will, on behalf of and as agent of the Issuer, acquire, construct and improve the Leased Property and will undertake to complete the Project with all reasonable dispatch. On or prior to the date of issuance and delivery of the Bonds and execution of this Lease, the Company has conveyed or caused to be conveyed to the Issuer, by bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer ("Conveyancing Documents"), to all of the Company's interest in the Improvements as may exist at that time and thereafter to be acquired and, to the extent necessary, the Company shall from time to time transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer so that legal title will vest in the Issuer pursuant to the Conveyancing Documents that the Company may subsequently deliver to the Issuer. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 6.02 of the Indenture. To the maximum extent reasonably possible, the Company will cause the Leased Property to be completed with proceeds of the issuance of the Bonds and the Company will use its best reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources.

Section 4.2 Plans and Specifications; Changes. The Company will maintain a set of plans and specifications for the Project at the Project Site during the period of construction, acquisition, equipment, and installation which will be available to the Issuer and the Purchaser for reasonable inspection and examination during the Company's regular business hours. The Company may change, supplement, amend and add to such plans and specifications and is authorized to omit or make substitutions for components of the Leased Property without the approval of the Issuer or the Purchaser; provided that the Company will not make any changes that will change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act.

Section 4.3 No Warranty. THE COMPONENTS OF THE LEASED PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE LEASED PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY OR THE LOCATION,

USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE LEASED PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE LEASED PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Completion Date. On the date the Project is complete in the sole opinion of the Company (the "Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Costs of the Project incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. Subject to delays caused by Force Majeure, the Company will cause the Completion Date to occur not later than December 1, 2049. After the transfer of remaining moneys in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account.

Section 4.5 Gross Receipts and Compensating Tax.

A. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section 4.5, will file returns for reporting and paying any gross receipts tax or compensating tax which is due related to the Project. The Company, as agent for the Issuer, will apply to the TRD for nontaxable transaction certificates (as such term is used in the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978, as amended) ("Nontaxable Transaction Certificates"). Nontaxable Transaction Certificates shall be executed and delivered by the Company, as agent for the Issuer, to vendors, in order to permit the vendors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for the vendors' receipts from the Company, as agent for the Issuer, for sales of the Improvements. The Company will promptly pay any gross receipts or compensating tax plus applicable penalty and interest that is found by the TRD to be due from the Company or the Issuer with respect to the Project. The Company, at its sole expense, may request any rulings from the TRD which the Company determines may be necessary or desirable to clarify the New Mexico gross receipts and compensating tax implications of transactions related to the Improvements and may dispute, at its sole expense, in any manner authorized by the New Mexico Tax Administration Act or other applicable procedures, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project, provided the Company shall not pursue a dispute without notice to the Issuer and shall not pursue any dispute that, in the reasonable opinion of the Issuer, will materially and adversely affect the interest or rights of the Issuer. The Issuer specifically acknowledges that since the adoption of the Inducement Resolution, an agency relationship for

purposes of the gross receipts tax deduction under Section 7-9-54 NMSA 1978, as amended, and applicable regulations has existed between the Issuer and the Company with respect to the Project. The Issuer agrees, at the request and expense of the Company, to make reasonable modifications to this Lease that are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed upon the Company or the Issuer as a result of the Project or its operation.

B. The Company has advised the Issuer and it is intended by the parties hereto that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property (i) is included in the Improvements (as provided for in Section 7-9-3.4(B) NMSA 1978, as amended) and (ii) is purchased with proceeds of the Bonds on or prior to the Completion Date, shall be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the fullest extent permitted by Sections 7-9-14 and 7-9-54 NMSA 1978, as amended, and applicable regulations. The deduction from gross receipts or governmental gross receipts, and the exemption from compensating tax, shall not apply to purchases of Improvements except as provided in the preceding sentence, and, except as contemplated in the preceding sentence, the Company shall not be authorized by this Lease to provide Nontaxable Transaction Certificates to vendors.

Section 4.6 Assessment in the Company's Name. If this Lease has not been terminated on or before December 1, 2049, and if the Leased Property was not assessed for property tax purposes during the Term, the Company (which, for purposes of this Section 4.6, means the then current lessee of the Leased Property under this Lease) will take all necessary action to have the Leased Property assessed for property tax purposes in the name of the Company on January 1, 2050, and the Company (or, if the Issuer does not hold title to the Leased Property, the holder of such title) will pay all ad valorem taxes on the Leased Property from and after January 1, 2050. If the Leased Property must be transferred to the Company to accomplish such assessment, this Lease will thereafter be construed to be an installment sale agreement and all terms and provisions of this Lease will remain in full force and effect. The provisions of Article IX of this Lease govern the delivery and form of any such bill of sale or other transfer.

If the Company fails to comply with its obligation to get the property assessed in its name as set forth in this Section by December 10, 2049, then, the Issuer may take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. The Company shall reimburse the Issuer or pay on behalf of the Issuer all of the Issuer's expenses (including, but not limited to, reasonable counsel fees and expenses) incurred in effecting such assessment.

Section 4.7 Compliance with Law. The Company will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Leased Property, will comply with all lawful requirements of any governmental body, agency or department regarding the use or condition of the Leased Property and will cause the Leased Property, upon completion, to comply with all applicable restrictive covenants and all other applicable laws, ordinances, statutes, rules and regulations relating to the Leased Property as a whole. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to the requirement so contested.

Section 4.8 Nuisance Not Permitted. The Company will not permit or suffer its tenants, agents, employees, invitees (including contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Leased Property or itself commit a nuisance in connection with its use or the occupancy of the Leased Property.

Section 4.9 Taxes and Utility Charges. The Company will pay, as and when due, (i) all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property; (ii) all utility and other charges incurred in the operation, maintenance, use and upkeep of the Leased Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Leased Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.9 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.10 Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Leased Property. During the Term of this Lease, the Company will, in its discretion and at its own expense, keep the Leased Property in safe repair and in such operating condition as is needed for operations of the Leased Property and make, or cause to be made, all necessary repairs and replacements to the Leased Property (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) as determined in the Company's sole discretion. [Notwithstanding the foregoing, the Company will comply with its decommissioning obligations contained in Exhibit C attached hereto and incorporated herein by reference. The decommissioning obligations of the Company or its successor thereto pursuant to this Section 4.10, and the County's right to enforce them, shall survive the expiration or earlier termination of this Agreement.]

Section 4.11 Replacement and Removal of Leased Property. In addition to its rights under Section 4.2 hereof, the Company, from time to time, may remove, any machinery, equipment or fixtures constituting a part of the Leased Property and acquire title to such machinery, equipment or fixtures, provided that such removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any Leased Property permitted by this Section 4.11 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments.

Section 4.12 Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Leased Property. If either the Issuer or the Company receives notice of the proposed taking of all or any part of the Leased Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Leased Property will be paid to the Company.

Section 4.13 Insurance. The Company will keep the Leased Property continuously insured against such risks and in such amounts, with such deductible provisions, as are reasonable

and customary as determined by the Company in connection with the type and size of the Leased Property. Each property insurance policy will show the Company as loss payee and each commercial general liability insurance policy will show the Company as loss payee and the Issuer as an additional insured, under such policies. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include general liability insurance against liability for claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Leased Property. The Company shall also comply with the workers' compensation laws of the State (unless the Company has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection. Subject to the reasonable security and safety requirements of the Company and with reasonable advance notice to the Company, during the Term of this Lease, the Company will give the Issuer, the Purchaser and their duly authorized agents during regular business hours (i) such rights of access to the Leased Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Leased Property as a whole for any purpose contemplated by this Lease. During the Term of this Lease, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Leased Property by the Company to any other Person.

Section 4.15 Liens. Except for Permitted Liens, the Company will not suffer any material liens to exist on the Leased Property as a result of any claims brought against the Company or others pursuant to a right or interest not existing in connection with, or permitted by, this Lease. The Company will notify the Issuer and the Purchaser of the existence of any lien, other than a Permitted Lien, on the Leased Property within 30 days after it obtains knowledge of such lien. The Company may, in good faith, contest the validity of any lien on the Leased Property. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect to the lien so contested.

Section 4.16 Use of Project; Project, Closure, and Claw-Backs.

A. The Company will use the Project continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in this Section 4.16, "continuously" means regularly and on a schedule consistent with that of similar facilities in the United States. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.16(A) if such temporary cessation is (i) as a result of maintenance or renovation of the Leased Property or other similar circumstances, in each case not exceeding 30 consecutive days or (ii) as a result of Force Majeure.

B. If the Company fails to comply with subsection A of this Section 4.16, the Company shall pay to the Issuer an amount equal to (a) the ad valorem taxes on the Leased Property that the Company would have been required to pay to all taxing entities if the Bonds had not been issued and the Leased Property had been subject to ad valorem taxation, plus (b) the total amount of gross receipts tax and compensating tax that would have been payable to all taxing entities had the Bonds not been issued, and had Section 4.5 herein and other related sections not been

applicable, from the date of the Inducement Resolution through the date of the failure to comply with this subsection, less (c) all amounts paid by the Company pursuant to Section 5.10 (the "Claw-Back").

Section 4.17 Easements. The Company may at any time or times grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any part of the Leased Property and the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration. The Issuer will join in any such grant or release at the reasonable request and expense of the Company upon receipt by the Issuer of a certificate executed by an officer of the Company stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company, and (ii) that such grant or release will not impair the effective use of the Leased Property or interfere with the operation of the Project.

Section 4.18 [Fire Safety]. [The Company shall construct and maintain a clear perimeter around all Project substation equipment at the Project Site in compliance with NFPA 855 and IFC standards in effect at the time permitting and construction. In addition to the requirements of NFPA 855 and IFC, the Company shall maintain a vegetation-free area extending a minimum of 60 feet from any Project substation equipment located along or near the Project Site's exterior perimeter. The 60-foot distance shall be measured horizontally from the outermost edge of the applicable Project substation equipment toward the Project Site's exterior boundary. All ground vegetation within this area shall be removed and kept clear for the life of the Project.]

## ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT

Section 5.1 Lease of the Leased Property; Term. In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Leased Property, to the extent acquired by the Issuer, to the Company for the Term.

Section 5.2 Quiet Enjoyment. The Issuer will not take any action, other than pursuant to Section 4.14 or Article VII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Leased Property during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company's expense, to the extent the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Rent. The Company will pay to the Purchaser for the account of the Issuer, such amounts at such times as are necessary to make all payments of principal of, interest on and any redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (collectively, the "Basic Rent");

A. The Company will also make the following payments (the "Additional Payments" and, together with the Basic Rent, the "Rent"):

(i) to or on behalf of the Depositary, the reasonable fees and charges of the Depositary for all services of the Depositary, and all reasonable expenses (including reasonable counsel fees and expenses) incurred by the Depositary in connection with its duties under the

Indenture, if scheduled, when due and, otherwise, promptly on demand by the Depositary, which fees, charges and expenses may be more specifically determined by an agreement between the Depositary and the Company; and

(ii) to or on behalf of the Issuer, all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees and expenses) incurred by the Issuer in connection with the issuance of the Bonds, the performance of its duties under this Lease and the Indenture, and post-issuance work or legal assistance required by the Issuer in relation to this Lease, the Indenture or any documents associated to the Bonds, promptly on demand of the Issuer.

(iii) to the Issuer, and in addition to any other amounts owed under this Lease or any related agreement, (a) the Issuer's reasonable expenses incurred in connection with the amendment of this Lease or any related agreement (the "Amendment Fee"), and (b) the Issuer's reasonable expenses incurred in connection with the termination of this Lease or any related agreement prior to December 1, 2049 (the "Termination Fee"). For purposes of this section, (a) the amendment or termination of several agreements done contemporaneously will be subject to a single Amendment Fee or Termination Fee, as applicable, and (b) an amendment resulting in the termination of this Lease or any related agreement will be subject only to the Termination Fee.

Section 5.4 Obligations Unconditional. The obligation of the Company to pay Rent and to perform its other obligations under this Lease is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of damage to or destruction of or removal of all or any portion of the Leased Property or any other event or condition. In the event the Issuer fails to perform any of its obligations under this Lease, the Company, at its own cost and expense, may institute such action against the Issuer as the Company may deem necessary to compel such performance. The Company may also, at its own cost and expense and in its own name or, if legally necessary, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession and use of the Leased Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost, expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Notwithstanding the above paragraph, it is the intention of this Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due, it being understood that the Company and the Purchaser may enter into a separate intracompany agreement to document and provide for the payment of such obligations. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Lease. As described in Section 6.1 hereof and in Section 3.01 of the Indenture, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to this Lease including the right to receive payments hereunder, excluding the Issuer's rights under Sections 4.16, [4.18], 5.3(B)(ii), 5.3(B)(iii), 5.7, 5.8 and 5.10, Exhibit C, and any other

provisions hereof which require payment, indemnification, reimbursement or notice explicitly to the Issuer or to obtain consent from the Issuer (collectively, the "Reserved Rights").

Section 5.5 Filing; Further Assurances. The Issuer and the Company will, at the direction of the Purchaser and at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Leased Property, including, without limitation, the filing of financing statements and continuation statements, the amendment of this Lease to include additional property in the Leased Property and the execution, acknowledgement, delivery and filing of any other necessary agreements and instruments. The Issuer will execute such instruments as may be reasonably requested by the Company to permit compliance with this Section 5.5.

Section 5.6 Claims. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (i) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Lease and (ii) any taxes, assessments, impositions and other charges in respect of the Leased Property. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 5.7 Indemnity, Expenses.

A. To the extent not caused or occasioned by the gross negligence or willful misconduct of the Indemnified Persons or any Indemnified Person (as such terms are defined below), the Company shall indemnify and hold the Issuer and its governing body, officers, agents, and employees (hereinafter, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, the Indenture and this Lease and the obligations imposed on the Issuer hereby and thereby; or the construction, acquisition, equipment, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Persons or an Indemnified Person with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Lease, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; and (iv) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.2, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, equipment, installation and renovation or sale of the Leased Property or any part thereof. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified

Persons from and against, all costs, reasonable attorney fees, expenses and costs incurred in any suit, action or proceeding brought by reason of any such claim.

If any such suit, action or proceeding is brought against the Issuer or any other Indemnified Person, the Issuer or such Indemnified Person shall, within 10 days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer or such Indemnified Person (provided that such approval by the Issuer or such Indemnified Person shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Issuer or such Indemnified Person to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Issuer or such Indemnified Person is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Issuer or such Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defenses of the Issuer or such Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Issuer or such Indemnified Person; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Issuer or any Indemnified Person, the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Issuer or any Indemnified Person shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such suit, action or proceeding effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such suit, action or proceeding with or without consent, and after all appeals have been taken and final orders or dismissals entered, the Company agrees to indemnify and hold harmless the Issuer or such Indemnified Person from and against any loss or liability by reason of such settlement or judgment other than a judgment merely confirming a settlement entered into without the written consent of the Company.

B. The Company shall also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Company under this Lease or any related agreement, (ii) taking any action requested by the Company, including but not limited to, assigning, amending or terminating this Lease or any related agreement (iii) taking any action required by this Lease or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Lease or any related agreement.

C. The obligations of the Company under this Section 5.7 shall survive any assignment or termination of this Lease, the discharge of the Indenture or the resignation or removal of the Depositary or the termination of its duties.

D. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Lease, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 5.8 Environmental Matters. To the extent that the Leased Property shall house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, the possession and use of such materials shall be in accordance with Applicable Environmental Law, including any applicable regulations.

To the extent that the use which the Company makes or intends to make of the Leased Property shall result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on the Leased Property, such use will be in accordance with Applicable Environmental Law. For purposes of this Lease, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA;

provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

The Company shall promptly notify the Depositary and the Issuer of any material violation or an alleged material violation of any Applicable Environmental Law related to the Leased Property of which the Company becomes aware.

Section 5.9 Indenture Provisions. The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Lease, and the execution of this Lease shall constitute conclusive evidence of approval of the Indenture by the Company to the extent it relates to the Company.

Section 5.10 PILOT Payment. On each January 1 until, and including, January 1, 2049, and beginning on January 1, 2027, the Company shall make payments in lieu of taxes (the "PILOT") to the Issuer in the amounts described in the "County PILOT" column of Exhibit B. Additionally, the Company shall pay to the school districts in the County the amounts described in each school district column of Exhibit B (collectively, the "School PILOT").

Notwithstanding anything herein to the contrary, should this Lease terminate for whatever reason prior to the payment of the PILOT owed for the calendar year of said termination, the Company shall pay to the Issuer the remaining PILOTs of that given year upon termination of this Lease.

In the event payment of any PILOT is not made when due, the Issuer or the school districts, as applicable, may impose a late fee equal to 5% of the unpaid amount. The PILOT payments may be amended by mutual agreement of the Company and the Issuer. The Company's obligations under this Section shall terminate concurrently with the termination of this Lease and the payment of any unpaid and accrued payments required by this Section 5.10.

## ARTICLE VI - ASSIGNMENT, LEASING AND SELLING

Section 6.1 Assignment of Rights by the Issuer. As security for the payment of the Bonds, the Issuer will assign and pledge to the Purchaser certain rights, title and interests of the Issuer in this Lease including the right to receive Basic Rent as more fully provided in Section 3.01 of the Indenture, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser. The Company consents to such assignment and pledge and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agrees that its obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional.

Section 6.2 No Other Transfer by Issuer. Except for the assignment described in Section 6.1 or as permitted in Section 6.4, the Issuer will not sell, assign, transfer or convey its rights, title

or interests in this Lease, or the Leased Property, or its obligations under this Lease. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 6.2.

Section 6.3 Assignment, Lease, Encumbrance or Sale involving the Company.

A. If the Company is not in default under this Lease or the Indenture, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Leased Property may be assigned, leased, subleased, pledged or sold as a whole or in part by the Company. No such assignment, lease, sublease, pledge or sale will relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, pledge or sale had been made, unless the requirements in Section 6.3(B) are met and: (i) such assignment, lease, sublease, pledge or sale is to an affiliate (as such term is used in regulations pursuant to the Securities Exchange Act of 1934) of the Company, or (ii) such assignment is made to a person or entity having net assets or a net worth of at least equal to the lesser of (1) the net assets or net worth of the Company at the time of such transaction or (2) 10% of the fair market value of the Leased Property at the time of such transfer, or (iii) such assignment is made with the written consent of the Issuer and the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. If an assignment is made to a person or entity that qualifies under clause (i) or (ii) of this Section 6.3(A), then, in such event, the Company, as transferor, shall be relieved from all further liability under this Lease from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. If a transfer is consented to by the Issuer and the Purchaser under clause (iii) of this Section 6.3(A), then, in such event, the transferee shall thereafter be the "Company" for all purposes, but the transferor shall be relieved of all further liability under this Lease from and after the effective date of such transfer only to such extent as may be set forth in such consent. To the extent required by the Purchaser, any assignee, lessee, sublessee or purchaser of all of the Company's interest in this Lease or of the Leased Property will assume in writing the obligations of the Company under this Lease.

B. Assignment Requirements:

(i) The Company shall, not more than 60 nor less than 30 days before the effective date of any assignment, lease, sublease, pledge or sale described in Section 6.3(A), provide notice of the intended assignment to the Issuer and Purchaser and furnish or cause to be furnished to the Issuer and the Purchaser a true and complete copy of such proposed assignment, lease, sublease, pledge or purchase contract, and to the extent applicable, such assumption.

(ii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall pay the Issuer its reasonable costs incurred in connection with such assignment, lease, sublease, pledge or sale. This fee is independent from any additional legal costs incurred by the Issuer while assisting with the assignment, which are also be responsibility of the Company pursuant to Section 5.7(B) hereof.

(iii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall, at the expense of the Company, deliver to the Issuer

and Purchaser an opinion of counsel to the Company and/or the transferee in a form satisfactory to the Issuer and the Purchaser to the effect that such assignment, lease, sublease, pledge or sale has been duly authorized by the Company and the transferee, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Act.

Section 6.4 Company Financing Liens.

A. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate, at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Leased Property as the Company may from time to time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Leased Property and the application of the revenues therefrom. The Issuer will also grant to the providers of the Company Financing such right to notice of and the right to cure any Default or Event of Default and issue to such provider or providers such estoppel certificate with respect to the Bond Documents as the Company or such provider may reasonably request, all at the Company's expense, and only so long as the same does not involve any pecuniary liability of the Issuer.

B. In connection with the foregoing, the Company shall have the absolute right at any time, upon reasonable prior written notice to the Issuer and without consent thereof, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security agreement) all or any portion of its right, title or interest in the Leased Property to any Financing Party as security for the repayment of Company Financing, and the Issuer agrees to join in such security instruments to subject its interest in the Leased Property for such purposes.

C. This Lease and the other ancillary documents, and any and all modifications, amendments, renewals and extensions thereof and thereto, are subject and subordinate to any other mortgage or mortgages, or other security interests, that may be granted by the Issuer and/or the Company on the Leased Property or any portion thereof and to any and all refinancings, modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof. The Issuer shall, at the expense of the Company, cooperate fully with the Company in securing any such mortgage or mortgages, or other security interests, and any and all refinancings, modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof, including entry into a collateral assignment of this Lease and ancillary documents for the benefit of a Financing Party.

D. [The Issuer and the Company expressly acknowledge the priority of the Initial Financing Lien of the Security Beneficiary on the Leased Property under the Initial Mortgage over the interests of the Issuer and over the security interests granted to the Purchaser created under the Indenture as set forth in Sections 3.01 and 3.04 of the Indenture.

E. The Company and the Issuer agree that so long as the Initial Financing Lien and/or the Initial Mortgage is in effect and not discharged or reconveyed, or until written notice of discharge and reconveyance is given by the Company to the Issuer, the following provisions will apply:

(i) No termination, cancellation, surrender, amendment, modification or supplement to this Lease by the Company, nor the waiver by the Company of any of the provisions of this Lease nor the giving by the Company of any consent, will be effective as to the Security Beneficiary unless consented to in writing by the Security Beneficiary.

(ii) The Issuer, upon providing the Company any notice of (a) default under this Lease or (b) a matter on which the Issuer may predicate or claim a default, will at the same time provide a copy of such notice to the Security Beneficiary to the address listed below. The Issuer will have no liability for the failure to give any such notice. The Company will provide the Security Beneficiary with copies of all notices delivered to the Issuer under this Lease and the Indenture.

[ADDRESS SECURITY BENEFICIARY]

(iii) So long as the Initial Mortgage is in existence, unless the Security Beneficiary otherwise expressly consents in writing, title to the Leased Property held by the Issuer and the leasehold of the Company created by this Lease will not merge but will remain separate and distinct, notwithstanding the acquisition of said title and said leasehold by the Issuer or by the Company or by a third party, by purchase or otherwise.

(iv) The Issuer acknowledges that, in the event of damage to the Improvements on the Project due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, will be applied in accordance with the terms of the Initial Mortgage. In the event of any conflict between the provisions of this Lease and the provisions of the Initial Mortgage with respect to application of casualty and condemnation proceeds, the provisions of the Initial Mortgage will control.

(v) Notwithstanding any provisions of this Lease to the contrary, no default or event of default under the Initial Mortgage or any other document or instrument evidencing or securing the indebtedness secured by Initial Mortgage will, in and of itself, constitute a default or event of default under this Lease.

(vi) Issuer will not encumber Issuer's interest in the Leased Property or assign Issuer's interest in this Lease, except as Issuer has previously done pursuant to the Indenture or as permitted under Section 6.1 hereof.

(vii) As long as the Security Beneficiary (including without limitation any of its successors and assigns) holds any mortgages, security deeds or deeds of trust, including without limitation the Initial Mortgage, in the leasehold estate of the Company hereunder, the Security Beneficiary will have the right, but not the obligation to cure any defaults under this Lease as provided in Section 7.2 hereof.

(viii) In the event of the foreclosure upon the rights of the Company in this Lease (or acceptance of a deed in lieu of foreclosure) by a Financing Party or the Security Beneficiary, if the interests of the Issuer hereunder are not foreclosed, this Lease shall remain in full force and effect and the Financing Party shall succeed to the interest of the Company in the Leased Property and all the rights and obligations of the Company under this Lease as described

in Section 7.2 hereof. The Financing Party or the Security Beneficiary, as applicable, may subsequently assign this Lease to another party in accordance with Section 6.3 hereof.

(ix) The Company's obligation to make Basic Rent payments under this Lease is subordinate to the Company's obligations under the Initial Mortgage.

(x) Upon the Company's or Security Beneficiary's request, Issuer agrees to waive for the benefit of the Security Beneficiary any landlord's lien that arises by virtue of the agreements of the Company under this Lease or pursuant to NMSA 1978, Section 48-3-5 (1997) or similar or successor statutes, and enter into a commercially standard access agreement as to collateral on which the Security Beneficiary has a lien to the extent the collateral secures the obligations of the Company under the Initial Mortgage.]

## ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. Each of the following events is an "Event of Default":

A. Failure by the Company to make any Rent payment when due, and such failure continues for a period of 5 Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company.

B. Any Bond Document, or any certificate or other document delivered pursuant to any Bond Document, contains a material misrepresentation by the Company, which misrepresentation continues to materially adversely affect the Purchaser or the Depositary, and the Company fails to cure the effect of such misrepresentation within 30 days after such party gives the Company written notice of such misrepresentation or, if the effect of such misrepresentation cannot reasonably be cured within 30 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion.

C. A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing.

D. Failure by the Company to perform any of its obligations under this Lease or the Indenture, other than the payment of Rent, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 7.2 Remedies on Default; Financing Party's Right to Cure.

If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, subject to the reserved Issuer remedial actions in Section 7.5 hereof, as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

A. By written notice to the Company declare all such amounts of Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

B. Take possession of the Leased Property without terminating this Lease and lease or sublease the Leased Property for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the Purchaser for the account of the Issuer from any lease or sublessee;

C. Terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of leasing the Leased Property to another, exclude the Company from possession of the Leased Property and lease or sublease the Leased Property to another; provided, however, that such termination and exclusion will not impair any remedy granted to the Issuer or the Purchaser under this Lease;

D. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease or the Indenture; or

E. Exercise any remedies provided for in the Indenture.

In the enforcement of the remedies provided in this Section 7.2, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing, provided that the Issuer shall be under no obligation to exercise any remedies in the event the Purchaser fails to do so.

Prior to the exercise of any remedy by the Purchaser hereunder following an Event of Default, the Company, any successor, and any Financing Party shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the term of this Lease prior to the occurrence of an Event of Default provides a written request to the Issuer and the Purchaser that notices hereunder should be provided to any Financing Party, any such Financing Party shall be afforded an additional thirty (30) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

If a Financing Party (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Leased Property, such successor party shall pay or cause to be paid the Basic Rent, PILOT Payments, Additional Payments and all other monetary charges payable by the Company under this Lease (i) which are outstanding as of the date on which the mortgagee or assignee (or a

receiver requested by a mortgagee) succeeds to such interest and (ii) those which accrue thereafter during the term of this Lease.

Section 7.3 Company to Give Notice of Default.

The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default of which it has actual knowledge.

Section 7.4 Default by Issuer - Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Lease shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing powers of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Lease, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Company hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if a default shall occur hereunder.

Section 7.5 Issuer Remedial Action.

Notwithstanding any other provision of this Lease or the Indenture to the contrary, the Issuer will be entitled to cause the Company to perform the obligations of the Company under the Reserved Rights and take whatever action at law or in equity is necessary to enforce their performance. The Issuer's rights to enforce the Reserved Rights are not assigned to the Purchaser under the Indenture. If the Company fails to comply with its obligations set forth in the Reserved Rights and such failure continues for 30 days after the Issuer gives notice to the Company of such failure or any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transaction contemplated by the Bond Documents proves to have been incorrect in any material respect when made, then, the Issuer may immediately take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. This remedy is not exclusive of any other action at law or in equity that the Issuer may take to enforce the Reserved Rights.

## ARTICLE VIII - PREPAYMENTS

Section 8.1 Prepayments. The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary and the Purchaser not less than 5 days before the redemption date. Upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent

in an amount equal to such principal amount to be redeemed plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser.

## ARTICLE IX - PURCHASE OF LEASED PROPERTY

Section 9.1 Purchase of Leased Property. The Company will purchase, and the Issuer will sell, the Leased Property for $1.00 at the expiration or early termination of this Lease or upon Payment of the Bonds. Except for those purchases resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Company will give notice to the Issuer specifying the date of closing such purchase, which will be not less than 5 nor more than 90 days from the date of such notice. In the event of a purchase resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Issuer will give notice to the Company of the closing date of such purchases at least 5 days prior to such date. At the closing of such purchase, the Issuer will deliver to the Company a bill of sale, quitclaim deed, or other appropriate documents conveying to the Company title to the Leased Property, as the same exists at the time of such purchase, subject only to: (i) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (ii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; and (iii) Permitted Liens other than the Indenture and this Lease. The Company may purchase the Leased Property whether or not a Default or an Event of Default has occurred and is continuing, except a default in payments due under the Reserved Rights. The Issuer may take any additional steps, at the expense of the Company, as it may consider necessary to ensure that the property has been transferred to the Company for tax purposes.

## ARTICLE X - MISCELLANEOUS

Section 10.1 Incorporation of Indenture Provisions. The provisions of Sections 11.01, 11.02, 11.03, 11.05, 11.06, 11.10, and 11.13 of the Indenture are incorporated in this Lease.

Section 10.2 Amendments. This Lease may be amended or modified only as provided in the Indenture.

Section 10.3 No Pecuniary Liability of Issuer. No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements herein or in any document executed by the Issuer in connection with the Bonds will subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. None of the provisions of this Lease will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its reasonable satisfaction against the cost,

expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Section 10.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company, and their respective successors and assigns.

Section 10.5 Severability. If any section, paragraph, clause or provision of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Lease.

Section 10.6 Recording. This Lease, the Indenture and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Torrance County, New Mexico. This Lease as originally executed or an appropriate and sufficient memorandum thereof shall be so recorded before the recordation of the Indenture.

Section 10.7 No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.8 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 10.9 Non-Merger. The provisions of this Lease shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any deed, bill of sale, or other instrument or document delivered hereunder.

Section 10.10 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 10.11 Federal Income Tax Treatment. The Issuer and the Company acknowledge that this Lease constitutes a financing for federal income tax purposes and not a lease of the Leased Property. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Leased Property, including the right to claim depreciation or cost recovery deductions and the right

to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Leased Property. Each of the Issuer and the Company agree, to the extent permitted by law, not to file tax returns inconsistent with this Section.

*(Signature Pages Follow)*

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair of the Board of County Commissioners

(SEAL)

Attest:

_____
County Clerk

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

This instrument was acknowledged before me on _____, 2026, by Ryan Schwebach, Chair of the Board of County Commissioners of Torrance County, New Mexico.

_____
Notary Public

My Commission expires:

_____

BRITTON STORAGE LLC

By:_____

STATE OF _____ )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2026, by _____, _____ of Britton Storage LLC, a Delaware limited liability company.

_____
Notary Public

My Commission expires:

_____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

[TO BE PROVIDED]

EXHIBIT B

PILOT CALCULATION
[TEMPORARY. TO BE UPDATED CLOSER TO CLOSING]

| Year | Total PILOT | County PILOT | School PILOT | Mountainair | Vaughn | Corona |
|---|---|---|---|---|---|---|
| 2027 | $168,000.00 | $103,135.06 | $64,864.94 | | | |
| 2028 | $168,000.00 | $103,135.06 | $64,864.94 | | | |
| 2029 | $168,000.00 | $103,135.06 | $64,864.94 | | | |
| 2030 | $168,000.00 | $103,135.06 | $64,864.94 | | | |
| 2031 | $168,000.00 | $103,135.06 | $64,864.94 | | | |
| 2032 | $176,400.00 | $108,291.81 | $68,108.19 | | | |
| 2033 | $176,400.00 | $108,291.81 | $68,108.19 | | | |
| 2034 | $176,400.00 | $108,291.81 | $68,108.19 | | | |
| 2035 | $176,400.00 | $108,291.81 | $68,108.19 | | | |
| 2036 | $176,400.00 | $108,291.81 | $68,108.19 | | | |
| 2037 | $185,220.00 | $113,706.40 | $71,513.60 | | | |
| 2038 | $185,220.00 | $113,706.40 | $71,513.60 | | | |
| 2039 | $185,220.00 | $113,706.40 | $71,513.60 | | | |
| 2040 | $185,220.00 | $113,706.40 | $71,513.60 | | | |
| 2041 | $185,220.00 | $113,706.40 | $71,513.60 | | | |
| 2042 | $194,481.00 | $119,391.72 | $75,089.28 | | | |
| 2043 | $194,481.00 | $119,391.72 | $75,089.28 | | | |
| 2044 | $194,481.00 | $119,391.72 | $75,089.28 | | | |
| 2045 | $194,481.00 | $119,391.72 | $75,089.28 | | | |
| 2046 | $194,481.00 | $119,391.72 | $75,089.28 | | | |
| 2047 | $204,205.05 | $125,361.31 | $78,843.74 | | | |
| 2048 | $204,205.05 | $125,361.31 | $78,843.74 | | | |
| 2049 | $204,205.05 | $125,361.31 | $78,843.74 | | | |
| TOTAL | $4,233,120.15 | $2,598,708.88 | $1,634,411.27 | | | |

## EXHIBIT C

## PROJECT DECOMMISSIONING OBLIGATIONS FOR PROJECT SITES LOCATED IN TORRANCE COUNTY, NEW MEXICO

Capitalized terms not otherwise defined in this Exhibit C shall have the meanings defined in that certain Lease Agreement (the "Lease") dated as of [December 1], 2026, between Torrance County, New Mexico (the "County") and Britton Storage LLC (the "Company"), unless the context clearly requires otherwise.

**Removal of Storage Project Improvements.** Within 12 months after the Project ceases operations or the Company abandons the Project, the Company shall remove all Project Property from the Project Site and take appropriate measures to restore the Project Site substantially to its condition on July 18, 2019. Company's removal and restoration efforts shall be performed in accordance with the following standards:

(a) Batteries and Battery Energy Storage Equipment (including all supporting structures): Shall be cleared, cleaned and removed from the Project Site. Any liquids, greases, etc. contained therein shall also be removed safely from the Project Site in accordance with then-existing laws and regulations;

(b) County and City Noise and Air Pollution Ordinances. The Company will comply with all noise and air-pollution ordinances in effect for decommissioning and removal, including the required surface-disturbance permits and fugitive dust management.

(c) Foundations: For all foundations installed in the ground, the foundations shall be cleared, cleaned and removed from the ground at least two feet below the grade of the land affected thereby. Company shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Project Site;

(d) Any Overhead Transmission, Power and/or Communication Lines (if any) owned by Company and no longer in use: Shall be cleared, cleaned and removed from the Project Site;

(e) Substation(s): Shall be cleared, cleaned and removed from the Project Site and any liquids, greases, etc. contained in the substation(s) shall be removed safely from the Project Site in accordance with then-existing laws and regulations;

(f) Buried Cables (power and/or communication): For all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground, such cables shall be cleared, cleaned and removed at least two (2) feet below the grade of the land affected thereby. Company shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type found at the Project Site;

(g) Operation and Maintenance Buildings: Shall be cleared, cleaned and removed from Project Site. The owner of the Project Site may request that Company leave and assign such operation and maintenance buildings to the Project Site owner.

(h) Restoration of Surface: To the extent reasonably practicable, unless mutually agreed otherwise, the Project Site will be returned to the condition it was in on July 18, 2019, using scarification, V-rip and disc methods, as appropriate. Company shall ensure that any holes or cavities created in the ground are filled and restored to the extent practicable (seed mix set with the local agency and landowner) with topsoil of the same or similar type found at the Project Site and to the extent reasonably practicable, the surface is returned to the same condition as before Company dug the holes or cavities. Company shall, to the maximum extent practicable, retain existing native vegetation and slopes, revegetate disturbed areas per CGP requirements and maintain until reclamation is secured.

(i) Removal Bond. Shall obtain a removal bond of not less than 25% of net removal costs securing site restoration.

The County and the Company understand and agree that the specific performance of these decommissioning obligations is an essential component of this Agreement, without which the County would not have entered into this Agreement. Monetary damages are not an acceptable nor a valid remedy to compensate for the failure to comply with the obligations contained in this Exhibit C. Specific performance shall be the only remedy should the Company default on its obligations under this Exhibit C.

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

The Board of County Commissioners (the "Board") of Torrance County (the "County"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on Thursday, November 12, 2026, at which time there were present and answering the roll call the following members:

Chair:

[Ryan Schwebach]

Commissioners:

[Linda Jaramillo, Vice Chair]
[Kevin McCall, Member]

Absent:

[None]

The [County Manager], [County Clerk] and [County Attorney] were also present.

Thereupon the following proceedings, among others, were had and taken, to wit:

There was officially filed with the County Clerk, the Chair and each Commissioner, a copy of an ordinance in final form, which is as follows:

**TORRANCE COUNTY, NEW MEXICO**

**AND**

**BRITTON STORAGE LLC**

---

# LEASE AGREEMENT

---

**Dated as of December 1, 2026**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

## TABLE OF CONTENTS


Page

ARTICLE I - RECITALS ..... 1

Section 1.1 Recitals ..... 1

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION ..... 2

Section 2.1 Definitions. ..... 2

Section 2.2 Rules of Construction ..... 5

ARTICLE III - REPRESENTATIONS ..... 5

Section 3.1 Representations by the Issuer ..... 5

Section 3.2 Company Representations ..... 6

ARTICLE IV - THE PROJECT ..... 8

Section 4.1 Construction, Acquisition, Installation, Equipment, and Completion ..... 8

Section 4.2 Plans and Specifications; Changes ..... 8

Section 4.3 No Warranty ..... 8

Section 4.4 Completion Date ..... 9

Section 4.5 Gross Receipts and Compensating Tax ..... 9

Section 4.6 Assessment in the Company's Name ..... 10

Section 4.7 Compliance with Law ..... 10

Section 4.8 Nuisance Not Permitted ..... 11

Section 4.9 Taxes and Utility Charges ..... 11

Section 4.10 Maintenance ..... 11

Section 4.11 Replacement and Removal of Leased Property ..... 11

Section 4.12 Eminent Domain; Damage; Destruction ..... 11

Section 4.13 Insurance ..... 11

Section 4.14 Access and Inspection ..... 12

Section 4.15 Liens ..... 12

Section 4.16 Use of Project; Project, Closure, and Claw-Backs ..... 12

Section 4.17 Easements ..... 13

Section 4.18 [Fire Safety] ..... 13

ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT ..... 13

Section 5.1 Lease of the Leased Property; Term ..... 13

Section 5.2 Quiet Enjoyment ..... 13

Section 5.3 Rent ..... 13
Section 5.4 Obligations Unconditional ..... 14
Section 5.5 Filing; Further Assurances ..... 15
Section 5.6 Claims ..... 15
Section 5.7 Indemnity, Expenses ..... 15
Section 5.8 Environmental Matters ..... 17
Section 5.9 Indenture Provisions ..... 18
Section 5.10 PILOT Payment ..... 18
ARTICLE VI - ASSIGNMENT, LEASING AND SELLING ..... 18
Section 6.1 Assignment of Rights by the Issuer ..... 18
Section 6.2 No Other Transfer by Issuer ..... ~~19~~18
Section 6.3 Assignment, Lease, Encumbrance or Sale involving the Company ..... 19
Section 6.4 Company Financing Liens ..... 20
ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES ..... 22
Section 7.1 Events of Default Defined ..... 22
Section 7.2 Remedies on Default; Financing Party's Right to Cure ..... 23
Section 7.3 Company to Give Notice of Default ..... 24
Section 7.4 Default by Issuer - Limited Liability ..... 24
Section 7.5 Issuer Remedial Action ..... 24
ARTICLE VIII - PREPAYMENTS ..... ~~25~~24
Section 8.1 Prepayments ..... ~~25~~24
ARTICLE IX - PURCHASE OF LEASED PROPERTY ..... 25
Section 9.1 Purchase of Leased Property ..... 25
ARTICLE X - MISCELLANEOUS ..... 25
Section 10.1 Incorporation of Indenture Provisions ..... 25
Section 10.2 Amendments ..... 25
Section 10.3 No Pecuniary Liability of Issuer ..... 25
Section 10.4 Binding Effect ..... 26
Section 10.5 Severability ..... 26
Section 10.6 Recording ..... 26
Section 10.7 No Waiver ..... 26
Section 10.8 Applicable Law ..... 26

Section 10.9 Non-Merger ..... 26
Section 10.10 Execution in Counterparts ..... ~~27~~26
Section 10.11 Federal Income Tax Treatment ..... ~~27~~26
~~Section 10.12 Notices~~ ..... ~~27~~

Exhibit A Description of Project Site
Exhibit B PILOT Calculation
~~[~~Exhibit C Decommissioning Obligations~~]~~

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision, as lessor (together with its successors and assigns, the "Issuer" or the "County"), and BRITTON STORAGE LLC, a Delaware limited liability company, as lessee (together with its successors and assigns, the "Company"), agree:

## ARTICLE I - RECITALS

Section 1.1 Recitals.

A. The Company has presented to the Board of County Commissioners, the governing body of the Issuer (the "Board"), a proposal whereby the Company, as agent of the Issuer, will construct, acquire, equip, and install improvements for a battery energy storage facility located within the County (the "Project") and whereby the Issuer will issue its Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 in the maximum aggregate principal amount of $150,000,000 (the "Bonds") to accomplish the construction, acquisition, equipment, and installation of the Project;

B. The Issuer is authorized under Sections 4-59-1 to 4-59-16 New Mexico Statutes Annotated, 1978 Compilation (the "Act"), to acquire certain projects and issue its industrial revenue bonds in payment therefor and has determined by Ordinance No. [___] (the "Bond Ordinance") that it is desirable to construct, acquire, equip, and improve the Project and has pursuant to the Bond Ordinance authorized the issuance of the Bonds;

C. The Bonds are to be issued under an Indenture dated as of December 1, 2026 (together with all amendments and supplements, the "Indenture") among the Issuer, ~~Britton Storage LLC~~[PURCHASER], a Delaware limited liability company (together with its successors and assigns, and permitted transferees of the Bonds, the "Purchaser"), the Company and [DEPOSITARY], as Depositary (the "Depositary");

D. The proceeds of the Bonds will be used to finance the construction, acquisition, equipment, and installation of the Improvements (as defined in Section 2.1);

E. The Leased Property will be leased to the Company under this Lease Agreement (together with all amendments and supplements, this "Lease");

F. The Bonds are to be purchased under a Bond Purchase Agreement dated as of December 1, 2026 (together with all amendments and supplements the "Bond Purchase Agreement") among the Issuer, the Purchaser and the Company;

G. The Issuer deems it desirable, in the best interests of its residents and in accordance with the purposes of the Act, to issue its Bonds and to finance the Leased Property for the purposes described above, pursuant to the Indenture and the Bond Ordinance;

H. The Bonds will be special limited obligations of the Issuer payable as provided therein and as provided in the Indenture, and the Bonds will not constitute a debt or indebtedness or pledge of the credit of the Issuer, and the Purchaser or owner of the Bonds will

have no right to have taxes levied by the Issuer or to require the Issuer to use any revenues for the payment of the Bonds, except for Revenues (as defined in the Indenture);

I. The Company and the Issuer each have full right and lawful authority to enter into this Lease and to perform and observe the provisions hereof on their respective parts to be performed and observed.

In consideration of the promises and the mutual representations and agreements hereinafter contained, the Issuer and the Company agree as follows (provided that any obligation of the Issuer created by or arising out of this Lease will never constitute an indebtedness of the Issuer or give rise to any pecuniary liability of the Issuer or charge against its general credit or taxing powers but will be payable solely out of Revenues).

## ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions. All words and terms defined in the Indenture have the same meanings when used in this Lease and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below.

"Additional Payments" has the meaning assigned in Section 5.3(B).

"Applicable Environmental Law" means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, CERCLA and RCRA, as each is amended and in effect from time to time.

"Basic Rent" has the meaning assigned in Section 5.3(A).

"Board" means the Board of County Commissioners of Torrance County, New Mexico.

"Bond Documents" means, collectively, this Lease, the Indenture and the Bond Purchase Agreement, each one individually being a "Bond Document."

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Company Financing" means a transaction or series of transactions involving credit agreements, loan documents, letters of credit, tax equity agreements, tax credit monetization or transfer agreements, hedges, or other instruments evidencing financial obligations to which the Company, its members or any subsidiary or affiliate of the Company is a party to, that is entered into or occurring at any time prior to the Closing Date (as defined in the Bond Purchase Agreement), during the Term, or after the date of initial delivery of the Bonds, for the purpose of (i) obtaining financing of the Leased Property by the Company or any affiliate of the Company, (ii) providing tax equity financing to the Company or any subsidiary or affiliate of the Company or (iii) entering into a tax credit monetization or transfer agreement by or for the benefit the Company, its members or any subsidiary or affiliate of the Company.

"Company Financing Lien" means any pledge, encumbrance or other lien on all or any portion of the Leased Property granted by the Company or any member, subsidiary, or affiliate of the Company, in each case, entered into in connection with a Company Financing.

"Completion Date" has the meaning assigned in Section 4.4 hereof.

"Effective Date" means December 1, 2026.

"Eminent Domain" means the taking of title to, or the temporary use of, all or any part of the Leased Property pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Leased Property during the pendency of, or as a result of a threat of, such proceedings.

"Equipment" means all equipment, fixtures and furnishings and all personal property of any kind, which is to be acquired and used on or at the Project Site, which is suitable for and used at the Project, and which is subject to depreciation for federal income tax purposes, and that is purchased with proceeds of the Bonds, or the purchase of which is reimbursed with proceeds of the Bonds, together with fixtures, furnishings and other depreciable personal property that are in replacement thereof due to damage or obsolescence.

"Event of Default" has the meaning assigned in Section 7.1.

"Financing Party" means any lender, tax equity provider, tax credit purchaser, or any other person or entity, including any collateral agent for same, providing debt financing, tax equity financing or otherwise monetizing or purchasing tax credits in connection with the Project.

"Force Majeure" means acts of God; strike, lockout or other industrial disturbance; acts of public enemy; war; terrorist act; sabotage; embargo; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; civil disturbance; insurrection; blockage; riot; pandemic; epidemic; landslide; lightning; earthquake; fire; hurricane; tornado; storm; flood; washout; drought; explosion; discovery of hazardous or toxic materials brought on the Project Site by third parties; partial or entire failure of power, telecommunication, data connectivity or other services to be delivered to the Project by any third party including any local utility provider; delays caused by any dispute resolution process; or any other cause or event not reasonably within the control of the Company.

"Improvements" all utility-scale energy storage facilities, buildings, structures and other improvements, including those for receiving, converting, storing or transmitting electrical energy to be acquired, constructed, equipped, and installed on the Project Site in connection with the Project, together with necessary site work, including the Equipment.

"Indemnitee" means, collectively, the Indemnified Persons as defined in Section 5.7 hereof and the Indemnified Parties as defined in Section 9.06 of the Indenture.

"Inducement Resolution" means Resolution No. 2026-31 adopted by the Board on September 23, 2026, in connection with the issuance of the Bonds.

["Initial Mortgage" means, that certain mortgage made by the Company for the benefit of the Security Beneficiary creating a lien on the Project Site and the Leased Property and all amendments, supplements, modifications and replacements thereof .]

["Initial Financing Lien" means the first priority lien created in favor of Security Beneficiary pursuant to the Initial Mortgage and all amendments, supplements, modifications and replacements thereof, encumbering the Company's title to the Leased Property, to which the Issuer's interest in the Leased Property is subject.]

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the Issuer or the Company and related to the authorization, sale and issuance of the Bonds and authorization and execution of this Lease, which items of expense shall include, but are not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, bond counsel and Company counsel fees, initial fees of the Depositary, and other costs, charges and fees in connection with the foregoing.

"Leased Property" means the Improvements and the Project Site.

"Permitted Liens" means, as of the date of delivery of this Lease and as of any particular time, (i) liens for taxes, if any, to the extent permitted in Section 4.9, (ii) this Lease, any assignment or lease permitted by this Lease, (iii) mechanics', materialmens', carriers' and other similar liens, (iv) any Company Financing Lien, (v) the Initial Financing Lien, and (vi) such minor defects, irregularities, encumbrances, or other liens on the Leased Property as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Leased Property for the purpose for which it is used by the Company or materially detract from the value of the Leased Property.

"Person" means any natural person, firm, partnership, association, corporation, limited liability company, trust, or public body.

"PILOT" has the meaning assigned in Section 5.10.

"Proceeds," when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

"Project" has the meaning assigned in Section 1.1 A.

"Project Site" means the real property described on Exhibit A attached hereto and incorporated by reference.

"RCRA" means the Resource Conservation and Recovery Act of 1976.

"Rent" means Basic Rent and any Additional Payments.

["Security Beneficiary" means [_____], a Delaware limited liability company and any of its successors or assignees, from time to time.]

"Term" means the period from the date of the execution and delivery of this Lease by the Issuer and the Company to the earlier of the date of Payment of the Bonds, the date of termination of this Lease pursuant to Section 7.2 C, or December 1, 2049.

"TRD" means the New Mexico Taxation and Revenue Department.

Section 2.2 Rules of Construction. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

A. All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

B. Any inconsistency between the provisions of this Lease and the provisions of the Indenture will be resolved in favor of the provisions of the Indenture.

## ARTICLE III -REPRESENTATIONS

Section 3.1 Representations by the Issuer. The Issuer represents that, as of the date of delivery of this Lease:

A. The Issuer is a county and political subdivision organized and existing under and pursuant to the laws of the State of New Mexico (the "State") and is authorized by the Act to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State, and promoting a sound and proper balance in the State between agriculture, commerce and industry. The Issuer has the power under the Act to enter into the transactions contemplated by this Lease, the Indenture and the Bond Purchase Agreement and to carry out its obligations hereunder and thereunder. By proper action, the Issuer has duly authorized the execution and delivery of this Lease, the Indenture and the Bond Purchase Agreement.

B. The Issuer will lease the Leased Property to the Company and will sell the Leased Property to the Company upon the Company's exercise of its option to purchase the Leased Property, all for the purpose of promoting industry and trade by inducing the Company to locate the Project in the State and to promote a sound and proper balance in the State between agriculture, commerce and industry. The Issuer agrees to cooperate with the Company to procure from the appropriate State, county, municipal and other authorities and corporations utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

C. To finance the Costs of the Project (as defined in the Indenture), the Issuer will issue the Bonds. The Bonds shall mature, bear interest and have such other terms and conditions as are set forth in the Indenture.

D. The Bonds are to be issued under and secured by the Indenture, pursuant to which the Issuer's interests in this Lease (with certain exceptions) and the revenues and receipts derived by the Issuer from the leasing or sale of the Leased Property (with certain exceptions) will be pledged and assigned to the Purchaser as security for payment of the principal of, premium, if any, and interest on the Bonds.

E. The execution, delivery and performance of the Issuer of the Bond Documents will not conflict with or create a material breach of or material default under the Act or any other law, rule, regulation or ordinance applicable to the Issuer or any agreement or instrument to which the Issuer is a party or by which it is bound, and there is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body, pending or, to the knowledge of the Issuer threatened, against the Issuer, which seeks to or does restrain or enjoin the issuance and delivery of the Bonds or the execution and delivery of any of the Bond Documents or in any manner questions the validity or enforceability of the Bonds or any of the Bond Documents.

Section 3.2 Company Representations. The Company represents that, as of the date of delivery of this Lease:

A. The Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware qualified to conduct business and in good standing under the laws of the State, and has duly authorized the execution, delivery and performance of this Lease, the Indenture, and the Bond Purchase Agreement.

B. The execution, delivery and performance by the Company of this Lease, the Indenture, and the Bond Purchase Agreement will not conflict with, contravene, violate or constitute a breach of or default under its organizational documents or operating agreement or, to the Company's knowledge, any law, rule, regulation, ordinance, order, consent decree, or any material agreement or instrument to which the Company is a party or by which it or its properties or the Leased Property is bound.

C. To the knowledge of the Company, all necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease, the Indenture, and the Bond Purchase Agreement have been obtained or will be obtained prior to issuance of the Bonds.

D. There is no action, suit, proceeding, inquiry or investigation by or before any court, public board or body pending or, to the knowledge of the Company, threatened against the Company, which (i) seeks to or does restrain or enjoin the issuance or delivery of the Bonds or the execution and delivery of this Lease, the Indenture, or the Bond Purchase Agreement, (ii) in any manner questions the validity or enforceability of the Bonds, this Lease, the Indenture, or the Bond Purchase Agreement, or (iii) questions the authority of the Company to lease the Leased Property or the operation of the Leased Property.

E. The agreement by the Issuer to issue the Bonds and to lease the Leased Property to the Company has induced the Company to undertake the Project and to locate its business in Torrance County, New Mexico.

F. The Company intends to operate the Leased Property so as to qualify as a "project" as defined in the Act to the later of the payment in full of the principal of, premium, if any, and interest on the Bonds and the expiration or early termination of the Term of this Lease as provided herein as a battery energy storage facility so as to qualify the Improvements, as applicable, for the deduction from gross receipts tax or governmental gross receipts tax and the exemption from compensating tax pursuant to Section 7-9-54 NMSA 1978, as amended.

G. As agent for the Issuer, the Company proposes to construct, acquire, equip, and install the Improvements which the Company intends to qualify for the tax-exemptions pursuant to Section 7-9-54 NMSA 1978, as amended. The Company shall have the sole responsibility for the construction, acquisition, equipment, and installation of the Improvements, and may perform the same, by itself or through affiliates, agents, contractors, subcontractors or others selected by it, in whatever lawful manner it deems necessary or advisable. With respect to such construction, acquisition, equipment, and installation, the Company shall procure from the appropriate State, county, municipal and other authorities and corporations, utility connection and discharge arrangements for the adequate supply of water, gas, electricity, sewage, and other services for the operation of the Project.

H. None of the proceeds of the Bonds will be used to provide working capital.

I. The Improvements will be located on the Project Site which is within the boundaries of the Issuer.

J. This Lease will serve as a financing agreement from which revenues will be derived for the purpose of providing payment for the account of the Issuer of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, and providing that the Company shall be obligated to pay for the maintenance of and insurance or meet self-insurance requirements on the Project as required by the Act.

K. The Company has or will have the economic ability to meet all of the financial obligations imposed upon the Company under this Lease.

L. To the knowledge of the Company, no officer or other official of the Issuer has any interest of any kind in the Company which would result, as a result of the issuance of the Bonds, in a substantial financial benefit to such persons other than as a member of the general public of the State.

M. The Company has heretofore supplied the Issuer estimates of the Costs of the Project and the Completion Date. The Company hereby warrants that such estimates for the Project were made in good faith and are fair, reasonable and realistic but are subject to revision as the Leased Property is constructed, acquired, equipped, and installed due to foreseen and unforeseen circumstances.

N. The Company shall cause to be paid all costs of the Leased Property in excess of the moneys available therefor in the Acquisition Account.

O. To the knowledge of the Company, no event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" under this Lease or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Lease.

P. The Project Property is located in that part of Torrance County which is outside the corporate limits of any municipality and is or will be an ~~electric generation facility which does not require location approval and a certificate of convenience and necessity prior to construction or operation of the facility pursuant to the New Mexico Public Utility Act, Sections 62-3-1, et.seq.,~~"energy storage facility," as defined in Section 4-59-2.F(4)(c) NMSA 1978.

Q. The Company will comply with all prevailing wage laws and regulations applicable to the Company, including but not limited to Section 13-4-11(J) NMSA 1978 and 11.1.5 NMAC (Industrial Revenue Bonds), as may be amended and supplemented from time to time, at all times during the Term.

## ARTICLE IV - THE PROJECT

Section 4.1 Construction, Acquisition, Installation, Equipment, and Completion. The Company will, on behalf of and as agent of the Issuer, acquire, construct and improve the Leased Property and will undertake to complete the Project with all reasonable dispatch. On or prior to the date of issuance and delivery of the Bonds and execution of this Lease, the Company has conveyed or caused to be conveyed to the Issuer, by bill of sale or such other appropriate transfer or conveyance documents as will vest title in the Issuer ("Conveyancing Documents"), to all of the Company's interest in the Improvements as may exist at that time and thereafter to be acquired and, to the extent necessary, the Company shall from time to time transfer legal title to each additional relevant portion of the Improvements acquired by the Company as agent for the Issuer so that legal title will vest in the Issuer pursuant to the Conveyancing Documents that the Company may subsequently deliver to the Issuer. All Improvements shall be paid out of proceeds of the Bonds to appropriate vendors or on a reimbursement basis to the Company pursuant to Section 6.02 of the Indenture. To the maximum extent reasonably possible, the Company will cause the Leased Property to be completed with proceeds of the issuance of the Bonds and the Company will use its best reasonable efforts to cause the Purchaser to carry out its obligations to make advances under the Bonds. To the extent necessary, after proceeds of the Bonds have been exhausted, the Company will cause the Project to be completed with its own funds or other resources.

Section 4.2 Plans and Specifications; Changes. The Company will maintain a set of plans and specifications for the Project at the Project Site during the period of construction, acquisition, equipment, and installation which will be available to the Issuer and the Purchaser for reasonable inspection and examination during the Company's regular business hours. The Company may change, supplement, amend and add to such plans and specifications and is authorized to omit or make substitutions for components of the Leased Property without the approval of the Issuer or the Purchaser; provided that the Company will not make any changes that will change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act.

Section 4.3 No Warranty. THE COMPONENTS OF THE LEASED PROPERTY HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE ISSUER HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE LEASED PROPERTY. THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. ALL RISKS INCIDENT TO THE LEASED PROPERTY ARE TO BE BORNE BY THE COMPANY. THE ISSUER WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE LEASED PROPERTY, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF THE LEASED PROPERTY, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Completion Date. On the date the Project is complete in the sole opinion of the Company (the "Completion Date"), the Company will deliver to the Issuer and the Depositary a certificate signed by an Authorized Company Representative stating that, except for specified amounts remaining in the Acquisition Account for any specified Costs of the Project incurred by the Company but not then due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. Subject to delays caused by Force Majeure, the Company will cause the Completion Date to occur not later than December 1, 2049. After the transfer of remaining moneys in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account.

Section 4.5 Gross Receipts and Compensating Tax.

A. The Company, either on its own behalf or as agent for the Issuer pursuant to Section 4.1 and this Section 4.5, will file returns for reporting and paying any gross receipts tax or compensating tax which is due related to the Project. The Company, as agent for the Issuer, will apply to the TRD for nontaxable transaction certificates (as such term is used in the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978, as amended) ("Nontaxable Transaction Certificates"). Nontaxable Transaction Certificates shall be executed and delivered by the Company, as agent for the Issuer, to vendors, in order to permit the vendors to claim deductions available under the New Mexico Gross Receipts and Compensating Tax Act for the vendors' receipts from the Company, as agent for the Issuer, for sales of the Improvements. The Company will promptly pay any gross receipts or compensating tax plus applicable penalty and interest that is found by the TRD to be due from the Company or the Issuer with respect to the Project. The Company, at its sole expense, may request any rulings from the TRD which the Company determines may be necessary or desirable to clarify the New Mexico gross receipts and compensating tax implications of transactions related to the Improvements and may dispute, at its sole expense, in any manner authorized by the New

Mexico Tax Administration Act or other applicable procedures, any gross receipts or compensating tax liability imposed on the Company or the Issuer because of the Project, provided the Company shall not pursue a dispute without notice to the Issuer and shall not pursue any dispute that, in the reasonable opinion of the Issuer, will materially and adversely affect the interest or rights of the Issuer. The Issuer specifically acknowledges that since the adoption of the Inducement Resolution, an agency relationship for purposes of the gross receipts tax deduction under Section 7-9-54 NMSA 1978, as amended, and applicable regulations has existed between the Issuer and the Company with respect to the Project. The Issuer agrees, at the request and expense of the Company, to make reasonable modifications to this Lease that are necessary or desirable to obtain Nontaxable Transaction Certificates or otherwise reduce the gross receipts and compensating tax imposed upon the Company or the Issuer as a result of the Project or its operation.

B. The Company has advised the Issuer and it is intended by the parties hereto that the receipts of vendors from the sale of tangible personal property to the Issuer, which tangible personal property (i) is included in the Improvements (as provided for in Section 7-9-3.4(B) NMSA 1978, as amended) and (ii) is purchased with proceeds of the Bonds on or prior to the Completion Date, shall be deductible from gross receipts or governmental gross receipts, and exempt from compensating tax, to the fullest extent permitted by Sections 7-9-14 and 7-9-54 NMSA 1978, as amended, and applicable regulations. The deduction from gross receipts or governmental gross receipts, and the exemption from compensating tax, shall not apply to purchases of Improvements except as provided in the preceding sentence, and, except as contemplated in the preceding sentence, the Company shall not be authorized by this Lease to provide Nontaxable Transaction Certificates to vendors.

Section 4.6 Assessment in the Company's Name. If this Lease has not been terminated on or before December 1, 2049, and if the Leased Property was not assessed for property tax purposes during the Term, the Company (which, for purposes of this Section 4.6, means the then current lessee of the Leased Property under this Lease) will take all necessary action to have the Leased Property assessed for property tax purposes in the name of the Company on January 1, 2050, and the Company (or, if the Issuer does not hold title to the Leased Property, the holder of such title) will pay all ad valorem taxes on the Leased Property from and after January 1, 2050. If the Leased Property must be transferred to the Company to accomplish such assessment, this Lease will thereafter be construed to be an installment sale agreement and all terms and provisions of this Lease will remain in full force and effect. The provisions of Article IX of this Lease govern the delivery and form of any such bill of sale or other transfer.

If the Company fails to comply with its obligation to get the property assessed in its name as set forth in this Section by December 10, 2049, then, the Issuer may take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. The Company shall reimburse the Issuer or pay on behalf of the Issuer all of the Issuer's expenses (including, but not limited to, reasonable counsel fees and expenses) incurred in effecting such assessment.

Section 4.7 Compliance with Law. The Company will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Leased Property, will comply with all lawful requirements of any governmental body, agency or department

regarding the use or condition of the Leased Property and will cause the Leased Property, upon completion, to comply with all applicable restrictive covenants and all other applicable laws, ordinances, statutes, rules and regulations relating to the Leased Property as a whole. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to the requirement so contested.

Section 4.8 Nuisance Not Permitted. The Company will not permit or suffer its tenants, agents, employees, invitees (including contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Leased Property or itself commit a nuisance in connection with its use or the occupancy of the Leased Property.

Section 4.9 Taxes and Utility Charges. The Company will pay, as and when due, (i) all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property; (ii) all utility and other charges incurred in the operation, maintenance, use and upkeep of the Leased Property and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Leased Property. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings. During the period of such contest and any related appeal, this Section 4.9 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested.

Section 4.10 Maintenance. The Issuer will not be under any obligation to, and will not, operate, maintain or repair the Leased Property. During the Term of this Lease, the Company will, in its discretion and at its own expense, keep the Leased Property in safe repair and in such operating condition as is needed for operations of the Leased Property and make, or cause to be made, all necessary repairs and replacements to the Leased Property (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen) as determined in the Company's sole discretion. [Notwithstanding the foregoing, the Company will comply with its decommissioning obligations contained in Exhibit C attached hereto and incorporated herein by reference. The decommissioning obligations of the Company or its successor thereto pursuant to this Section 4.10, and the County's right to enforce them, shall survive the expiration or earlier termination of this Agreement.]

Section 4.11 Replacement and Removal of Leased Property. In addition to its rights under Section 4.2 hereof, the Company, from time to time, may remove, any machinery, equipment or fixtures constituting a part of the Leased Property and acquire title to such machinery, equipment or fixtures, provided that such removal will not change the nature of the Project as a qualified "project" as defined in and as contemplated by the Act. Upon request of the Company, the Issuer will deliver to the Company appropriate instruments evidencing the acquisition by the Company of title to any Leased Property permitted by this Section 4.11 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments.

Section 4.12 Eminent Domain; Damage; Destruction. The Company will give prompt notice to the Issuer and the Purchaser of any material damage to or destruction of the Leased Property. If either the Issuer or the Company receives notice of the proposed taking of all or any

part of the Leased Property by Eminent Domain, it will give prompt notice to the other and the Purchaser. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Leased Property will be paid to the Company.

Section 4.13 Insurance. The Company will keep the Leased Property continuously insured against such risks and in such amounts, with such deductible provisions, as are reasonable and customary as determined by the Company in connection with the type and size of the Leased Property. Each property insurance policy will show the Company as loss payee and each commercial general liability insurance policy will show the Company as loss payee and the Issuer as an additional insured, under such policies. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include general liability insurance against liability for claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Leased Property. The Company shall also comply with the workers' compensation laws of the State (unless the Company has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection. Subject to the reasonable security and safety requirements of the Company and with reasonable advance notice to the Company, during the Term of this Lease, the Company will give the Issuer, the Purchaser and their duly authorized agents during regular business hours (i) such rights of access to the Leased Property as may be reasonably necessary to inspect the progress of the Project and (ii) the right of entry onto the Leased Property as a whole for any purpose contemplated by this Lease. During the Term of this Lease, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Leased Property by the Company to any other Person.

Section 4.15 Liens. Except for Permitted Liens, the Company will not suffer any material liens to exist on the Leased Property as a result of any claims brought against the Company or others pursuant to a right or interest not existing in connection with, or permitted by, this Lease. The Company will notify the Issuer and the Purchaser of the existence of any lien, other than a Permitted Lien, on the Leased Property within 30 days after it obtains knowledge of such lien. The Company may, in good faith, contest the validity of any lien on the Leased Property. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect to the lien so contested.

Section 4.16 Use of Project; Project, Closure, and Claw-Backs.

A. The Company will use the Project continuously during the Term so as to constitute a "project" within the meaning of the Act as in effect on the date of issuance of the Bonds. As used in this Section 4.16, "continuously" means regularly and on a schedule consistent with that of similar facilities in the United States. Temporary cessation of operations shall not constitute a failure by the Company to comply with this Section 4.16(A) if such temporary cessation is (i) as a result of maintenance or renovation of the Leased Property or

other similar circumstances, in each case not exceeding 30 consecutive days or (ii) as a result of Force Majeure.

B. If the Company fails to comply with subsection A of this Section 4.16, the Company shall pay to the Issuer an amount equal to (a) the ad valorem taxes on the Leased Property that the Company would have been required to pay to all taxing entities if the Bonds had not been issued and the Leased Property had been subject to ad valorem taxation, plus (b) the total amount of gross receipts tax and compensating tax that would have been payable to all taxing entities had the Bonds not been issued, and had Section 4.5 herein and other related sections not been applicable, from the date of the Inducement Resolution through the date of the failure to comply with this subsection, less (c) all amounts paid by the Company pursuant to Section 5.10 (the "Claw-Back").

Section 4.17 Easements. The Company may at any time or times grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any part of the Leased Property and the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration. The Issuer will join in any such grant or release at the reasonable request and expense of the Company upon receipt by the Issuer of a certificate executed by an officer of the Company stating (i) that such grant or release is not detrimental to the proper conduct of the business of the Company, and (ii) that such grant or release will not impair the effective use of the Leased Property or interfere with the operation of the Project.

Section 4.18 [Fire Safety]. [The Company shall construct and maintain a clear perimeter around all Project substation equipment at the Project Site in compliance with NFPA 855 and IFC standards in effect at the time permitting and construction. In addition to the requirements of NFPA 855 and IFC, the Company shall maintain a vegetation-free area extending a minimum of 60 feet from any Project substation equipment located along or near the Project Site's exterior perimeter. The 60-foot distance shall be measured horizontally from the outermost edge of the applicable Project substation equipment toward the Project Site's exterior boundary. All ground vegetation within this area shall be removed and kept clear for the life of the Project.]

## ARTICLE V - LEASE; TERM; POSSESSION; RENT; INDEMNIFICATION; ISSUER PAYMENT

Section 5.1 Lease of the Leased Property; Term. In consideration of the payment of Rent and for other good and valuable consideration, the Issuer leases the Leased Property, to the extent acquired by the Issuer, to the Company for the Term.

Section 5.2 Quiet Enjoyment. The Issuer will not take any action, other than pursuant to Section 4.14 or Article VII, to prevent the Company from having quiet and peaceable possession and enjoyment of the Leased Property during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company's expense, to the extent the Issuer may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Rent. The Company will pay to the Purchaser for the account of the Issuer, such amounts at such times as are necessary to make all payments of principal of, interest on and any redemption price of the Bonds in accordance with the terms of the Bonds and the Indenture as and when due (collectively, the "Basic Rent");

A. The Company will also make the following payments (the "Additional Payments" and, together with the Basic Rent, the "Rent"):

(i) to or on behalf of the Depositary, the reasonable fees and charges of the Depositary for all services of the Depositary, and all reasonable expenses (including reasonable counsel fees and expenses) incurred by the Depositary in connection with its duties under the Indenture, if scheduled, when due and, otherwise, promptly on demand by the Depositary, which fees, charges and expenses may be more specifically determined by an agreement between the Depositary and the Company; and

(ii) to or on behalf of the Issuer, all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable counsel fees and expenses) incurred by the Issuer in connection with the issuance of the Bonds, the performance of its duties under this Lease and the Indenture, and post-issuance work or legal assistance required by the Issuer in relation to this Lease, the Indenture or any documents associated to the Bonds, promptly on demand of the Issuer.

(iii) to the Issuer, and in addition to any other amounts owed under this Lease or any related agreement, (a) the Issuer's reasonable expenses incurred in connection with the amendment of this Lease or any related agreement (the "Amendment Fee"), and (b) the Issuer's reasonable expenses incurred in connection with the termination of this Lease or any related agreement prior to December 1, 2049 (the "Termination Fee"). For purposes of this section, (a) the amendment or termination of several agreements done contemporaneously will be subject to a single Amendment Fee or Termination Fee, as applicable, and (b) an amendment resulting in the termination of this Lease or any related agreement will be subject only to the Termination Fee.

Section 5.4 Obligations Unconditional. The obligation of the Company to pay Rent and to perform its other obligations under this Lease is absolute and unconditional and will not be subject to diminution by setoff, counterclaim, abatement or otherwise, whether as a result of damage to or destruction of or removal of all or any portion of the Leased Property or any other event or condition. In the event the Issuer fails to perform any of its obligations under this Lease, the Company, at its own cost and expense, may institute such action against the Issuer as the Company may deem necessary to compel such performance. The Company may also, at its own cost and expense and in its own name or, if legally necessary, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to or its right of possession and use of the Leased Property. In such event, if no Event of Default has occurred and is continuing, the Issuer will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the Issuer against any out-of-pocket cost,

expense (including reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation.

Notwithstanding the above paragraph, it is the intention of this Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due, it being understood that the Company and the Purchaser may enter into a separate intracompany agreement to document and provide for the payment of such obligations. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under this Lease. As described in Section 6.1 hereof and in Section 3.01 of the Indenture, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to this Lease including the right to receive payments hereunder, excluding the Issuer's rights under Sections 4.16, [4.18], 5.3(B)(ii), 5.3(B)(iii), 5.7, 5.8 and 5.10, Exhibit C, and any other provisions hereof which require payment, indemnification, reimbursement or notice explicitly to the Issuer or to obtain consent from the Issuer (collectively, the "Reserved Rights").

Section 5.5 Filing; Further Assurances. The Issuer and the Company will, at the direction of the Purchaser and at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interests of the Issuer and the Purchaser in and to the Rent and in the Leased Property, including, without limitation, the filing of financing statements and continuation statements, the amendment of this Lease to include additional property in the Leased Property and the execution, acknowledgement, delivery and filing of any other necessary agreements and instruments. The Issuer will execute such instruments as may be reasonably requested by the Company to permit compliance with this Section 5.5.

Section 5.6 Claims. The Company will pay and discharge and will indemnify and hold harmless the Issuer from (i) any lien or charge upon payments by the Company to, or for the account of, the Issuer under this Lease and (ii) any taxes, assessments, impositions and other charges in respect of the Leased Property. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Issuer will give prompt notice to the Company, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 5.7 Indemnity, Expenses.

A. To the extent not caused or occasioned by the gross negligence or willful misconduct of the Indemnified Persons or any Indemnified Person (as such terms are defined below), the Company shall indemnify and hold the Issuer and its governing body, officers, agents, and employees (hereinafter, the "Indemnified Persons" or "Indemnified Person") harmless from and against any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, the Indenture and this Lease and the obligations imposed on the Issuer hereby and thereby; or the construction,

acquisition, equipment, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Persons or an Indemnified Person with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Lease, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; and (iv) any loss or damage incurred by the Issuer as a result of violation by the Company of the provisions of Section 3.2, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, equipment, installation and renovation or sale of the Leased Property or any part thereof. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Persons from and against, all costs, reasonable attorney fees, expenses and costs incurred in any suit, action or proceeding brought by reason of any such claim.

If any such suit, action or proceeding is brought against the Issuer or any other Indemnified Person, the Issuer or such Indemnified Person shall, within 10 days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Issuer or such Indemnified Person (provided that such approval by the Issuer or such Indemnified Person shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Issuer or such Indemnified Person to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Issuer or such Indemnified Person is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Issuer or such Indemnified Person which are adverse to or in conflict with those available to the Company, or that the defenses of the Issuer or such Indemnified Person should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Issuer or such Indemnified Person; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company (which approval shall not be unreasonably withheld, conditioned or delayed).

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Issuer or any Indemnified Person, the reasonable fees and expenses of counsel retained by the Issuer or such Indemnified Person shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Issuer or any Indemnified Person shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Issuer or the Indemnified Person unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such suit,

action or proceeding effected without the written consent of the Company, but if settled with the written consent of the Company or if there is a final judgment for the plaintiff in any such suit, action or proceeding with or without consent, and after all appeals have been taken and final orders or dismissals entered, the Company agrees to indemnify and hold harmless the Issuer or such Indemnified Person from and against any loss or liability by reason of such settlement or judgment other than a judgment merely confirming a settlement entered into without the written consent of the Company.

B. The Company shall also indemnify the Issuer or any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees and expenses, incurred in: (i) enforcing any obligation of the Company under this Lease or any related agreement, (ii) taking any action requested by the Company, including but not limited to, assigning, amending or terminating this Lease or any related agreement (iii) taking any action required by this Lease or any related agreement or (iv) taking any action considered necessary by the Issuer and which is authorized by this Lease or any related agreement.

C. The obligations of the Company under this Section 5.7 shall survive any assignment or termination of this Lease, the discharge of the Indenture or the resignation or removal of the Depositary or the termination of its duties.

D. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Lease, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 5.8 Environmental Matters. To the extent that the Leased Property shall house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or substance, exposure to which may or could pose a health hazard, the possession and use of such materials shall be in accordance with Applicable Environmental Law, including any applicable regulations.

To the extent that the use which the Company makes or intends to make of the Leased Property shall result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on the Leased Property, such use will be in accordance with Applicable Environmental Law. For purposes of this Lease, the terms "hazardous substance" and "release" will have the meanings specified in CERCLA, and the term "disposal" (or "disposed") will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; provided further, that the term "hazardous substance" will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

The Company shall promptly notify the Depositary and the Issuer of any material violation or an alleged material violation of any Applicable Environmental Law related to the Leased Property of which the Company becomes aware.

Section 5.9 Indenture Provisions. The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of this Lease, and the execution of this Lease shall constitute conclusive evidence of approval of the Indenture by the Company to the extent it relates to the Company.

Section 5.10 PILOT Payment. On each January 1 until, and including, January 1, 2049, and beginning on January 1, 2027, the Company shall make payments in lieu of taxes (the "PILOT") to the Issuer in the amounts described in the "County PILOT" column of Exhibit B. Additionally, the Company shall pay to the school districts in the County the amounts described in each school district column of Exhibit B (collectively, the "School PILOT").

Notwithstanding anything herein to the contrary, should this Lease terminate for whatever reason prior to the payment of the PILOT owed for the calendar year of said termination, the Company shall pay to the Issuer the remaining PILOTs of that given year upon termination of this Lease.

In the event payment of any PILOT is not made when due, the Issuer or the school districts, as applicable, may impose a late fee equal to 5% of the unpaid amount. The PILOT

payments may be amended by mutual agreement of the Company and the Issuer. The Company's obligations under this Section shall terminate concurrently with the termination of this Lease and the payment of any unpaid and accrued payments required by this Section 5.10.

## ARTICLE VI - ASSIGNMENT, LEASING AND SELLING

Section 6.1 Assignment of Rights by the Issuer. As security for the payment of the Bonds, the Issuer will assign and pledge to the Purchaser certain rights, title and interests of the Issuer in this Lease including the right to receive Basic Rent as more fully provided in Section 3.01 of the Indenture, and hereby directs the Company to make such Basic Rent payments directly to the Purchaser. The Company consents to such assignment and pledge and agrees that it will make payments directly to the Purchaser without defense or setoff by reason of any dispute between the Company and the Issuer or the Purchaser, and hereby further agrees that its obligations to make payments hereunder and to perform its other agreements contained herein are absolute and unconditional.

Section 6.2 No Other Transfer by Issuer. Except for the assignment described in Section 6.1 or as permitted in Section 6.4, the Issuer will not sell, assign, transfer or convey its rights, title or interests in this Lease, or the Leased Property, or its obligations under this Lease. The parties agree that the Company will be entitled to injunctive relief and specific performance (in addition to any other remedies available to it at law or in equity) to enforce the provisions of this Section 6.2.

Section 6.3 Assignment, Lease, Encumbrance or Sale involving the Company.

A. If the Company is not in default under this Lease or the Indenture, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Leased Property may be assigned, leased, subleased, pledged or sold as a whole or in part by the Company. No such assignment, lease, sublease, pledge or sale will relieve the Company from liability for making payments of Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, pledge or sale had been made, unless the requirements in Section 6.3(B) are met and: (i) such assignment, lease, sublease, pledge or sale is to an affiliate (as such term is used in regulations pursuant to the Securities Exchange Act of 1934) of the Company, or (ii) such assignment is made to a person or entity having net assets or a net worth of at least equal to the lesser of (1) the net assets or net worth of the Company at the time of such transaction or (2) 10% of the fair market value of the Leased Property at the time of such transfer, or (iii) such assignment is made with the written consent of the Issuer and the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. If an assignment is made to a person or entity that qualifies under clause (i) or (ii) of this Section 6.3(A), then, in such event, the Company, as transferor, shall be relieved from all further liability under this Lease from and after the effective date of such assignment and the transferee shall thereafter be the "Company" for all purposes hereunder. If a transfer is consented to by the Issuer and the Purchaser under clause (iii) of this Section 6.3(A), then, in such event, the transferee shall thereafter be the "Company" for all purposes, but the transferor shall be relieved of all further liability under this Lease from and after the effective date of such transfer only to such extent as may be set forth in such consent. To the extent required by the Purchaser,

any assignee, lessee, sublessee or purchaser of all of the Company's interest in this Lease or of the Leased Property will assume in writing the obligations of the Company under this Lease.

B. Assignment Requirements:

(i) The Company shall, not more than 60 nor less than 30 days before the effective date of any assignment, lease, sublease, pledge or sale described in Section 6.3(A), provide notice of the intended assignment to the Issuer and Purchaser and furnish or cause to be furnished to the Issuer and the Purchaser a true and complete copy of such proposed assignment, lease, sublease, pledge or purchase contract, and to the extent applicable, such assumption.

(ii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall pay the Issuer its reasonable costs incurred in connection with such assignment, lease, sublease, pledge or sale. This fee is independent from any additional legal costs incurred by the Issuer while assisting with the assignment, which are also be responsibility of the Company pursuant to Section 5.7(B) hereof.

(iii) On or before the effective date of any such assignment, lease, sublease, pledge or sale, the Company shall, at the expense of the Company, deliver to the Issuer and Purchaser an opinion of counsel to the Company and/or the transferee in a form satisfactory to the Issuer and the Purchaser to the effect that such assignment, lease, sublease, pledge or sale has been duly authorized by the Company and the transferee, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Act.

Section 6.4 Company Financing Liens.

A. The Company may from time to time grant one or more Company Financing Liens. The Issuer shall reasonably cooperate, at the expense of the Company, in connection with any such grant. In addition, the Issuer will grant such Company Financing Liens on its interest in the Leased Property as the Company may from time to time reasonably request, all at the Company's expense, and only so long as the such Company Financing Lien does not involve any pecuniary liability or obligation of the Issuer except with respect to the Leased Property and the application of the revenues therefrom. The Issuer will also grant to the providers of the Company Financing such right to notice of and the right to cure any Default or Event of Default and issue to such provider or providers such estoppel certificate with respect to the Bond Documents as the Company or such provider may reasonably request, all at the Company's expense, and only so long as the same does not involve any pecuniary liability of the Issuer.

B. In connection with the foregoing, the Company shall have the absolute right at any time, upon reasonable prior written notice to the Issuer and without consent thereof, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security agreement) all or any portion of its right, title or interest in the Leased Property to any Financing Party as security for the repayment of Company Financing, and the Issuer agrees to join in such security instruments to subject its interest in the Leased Property for such purposes.

C. This Lease and the other ancillary documents, and any and all modifications, amendments, renewals and extensions thereof and thereto, are subject and subordinate to any other mortgage or mortgages, or other security interests, that may be granted by the Issuer and/or the Company on the Leased Property or any portion thereof and to any and all refinancings, modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof. The Issuer shall, at the expense of the Company, cooperate fully with the Company in securing any such mortgage or mortgages, or other security interests, and any and all refinancings, modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof, including entry into a collateral assignment of this Lease and ancillary documents for the benefit of a Financing Party.

D. [The Issuer and the Company expressly acknowledge the priority of the Initial Financing Lien of the Security Beneficiary on the Leased Property under the Initial Mortgage over the interests of the Issuer and over the security interests granted to the Purchaser created under the Indenture as set forth in Sections 3.01 and 3.04 of the Indenture.

E. The Company and the Issuer agree that so long as the Initial Financing Lien and/or the Initial Mortgage is in effect and not discharged or reconveyed, or until written notice of discharge and reconveyance is given by the Company to the Issuer, the following provisions will apply:

(i) No termination, cancellation, surrender, amendment, modification or supplement to this Lease by the Company, nor the waiver by the Company of any of the provisions of this Lease nor the giving by the Company of any consent, will be effective as to the Security Beneficiary unless consented to in writing by the Security Beneficiary.

(ii) The Issuer, upon providing the Company any notice of (a) default under this Lease or (b) a matter on which the Issuer may predicate or claim a default, will at the same time provide a copy of such notice to the Security Beneficiary to the address listed below. The Issuer will have no liability for the failure to give any such notice. The Company will provide the Security Beneficiary with copies of all notices delivered to the Issuer under this Lease and the Indenture.

[ADDRESS SECURITY BENEFICIARY]

(iii) So long as the Initial Mortgage is in existence, unless the Security Beneficiary otherwise expressly consents in writing, title to the Leased Property held by the Issuer and the leasehold of the Company created by this Lease will not merge but will remain separate and distinct, notwithstanding the acquisition of said title and said leasehold by the Issuer or by the Company or by a third party, by purchase or otherwise.

(iv) The Issuer acknowledges that, in the event of damage to the Improvements on the Project due to casualty or condemnation, the casualty insurance proceeds or condemnation proceeds, as the case may be, will be applied in accordance with the terms of the Initial Mortgage. In the event of any conflict between the provisions of this Lease and the

provisions of the Initial Mortgage with respect to application of casualty and condemnation proceeds, the provisions of the Initial Mortgage will control.

(v) Notwithstanding any provisions of this Lease to the contrary, no default or event of default under the Initial Mortgage or any other document or instrument evidencing or securing the indebtedness secured by Initial Mortgage will, in and of itself, constitute a default or event of default under this Lease.

(vi) Issuer will not encumber Issuer's interest in the Leased Property or assign Issuer's interest in this Lease, except as Issuer has previously done pursuant to the Indenture or as permitted under Section 6.1 hereof.

(vii) As long as the Security Beneficiary (including without limitation any of its successors and assigns) holds any mortgages, security deeds or deeds of trust, including without limitation the Initial Mortgage, in the leasehold estate of the Company hereunder, the Security Beneficiary will have the right, but not the obligation to cure any defaults under this Lease as provided in Section 7.2 hereof.

(viii) In the event of the foreclosure upon the rights of the Company in this Lease (or acceptance of a deed in lieu of foreclosure) by a Financing Party or the Security Beneficiary, if the interests of the Issuer hereunder are not foreclosed, this Lease shall remain in full force and effect and the Financing Party shall succeed to the interest of the Company in the Leased Property and all the rights and obligations of the Company under this Lease as described in Section 7.2 hereof. The Financing Party or the Security Beneficiary, as applicable, may subsequently assign this Lease to another party in accordance with Section 6.3 hereof.

(ix) The Company's obligation to make Basic Rent payments under this Lease is subordinate to the Company's obligations under the Initial Mortgage.

(x) Upon the Company's or Security Beneficiary's request, Issuer agrees to waive for the benefit of the Security Beneficiary any landlord's lien that arises by virtue of the agreements of the Company under this Lease or pursuant to NMSA 1978, Section 48-3-5 (1997) or similar or successor statutes, and enter into a commercially standard access agreement as to collateral on which the Security Beneficiary has a lien to the extent the collateral secures the obligations of the Company under the Initial Mortgage.]

## ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. Each of the following events is an "Event of Default":

A. Failure by the Company to make any Rent payment when due, and such failure continues for a period of 5 Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company.

B. Any Bond Document, or any certificate or other document delivered pursuant to any Bond Document, contains a material misrepresentation by the Company, which misrepresentation continues to materially adversely affect the Purchaser or the Depositary, and

the Company fails to cure the effect of such misrepresentation within 30 days after such party gives the Company written notice of such misrepresentation or, if the effect of such misrepresentation cannot reasonably be cured within 30 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion.

C. A decree or order for relief by a court of competent jurisdiction is entered in an involuntary case under any federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days, or the commencement by the Company of a voluntary case under such law, or the consent by the Company either to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the taking of action by the Company to authorize or effect any of the foregoing.

D. Failure by the Company to perform any of its obligations under this Lease or the Indenture, other than the payment of Rent, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Purchaser, unless such failure cannot be remedied within 30 days and the Company has instituted corrective action within 30 days after such notice and diligently pursues such action until such failure is remedied.

Section 7.2 Remedies on Default; Financing Party's Right to Cure.

If an Event of Default occurs and is continuing, the Purchaser and only the Purchaser, subject to the reserved Issuer remedial actions in Section 7.5 hereof, as the assignee of the Issuer under the Indenture and on behalf of the Issuer, may, but is not required to, take any one or more of the following remedial steps:

A. By written notice to the Company declare all such amounts of Rent payable for the remainder of the Term as are required to provide for the Payment of the Bonds to be immediately due and payable, whereupon the same will be immediately due and payable;

B. Take possession of the Leased Property without terminating this Lease and lease or sublease the Leased Property for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the Purchaser for the account of the Issuer from any lease or sublessee;

C. Terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of leasing the Leased Property to another, exclude the Company from possession of the Leased Property and lease or sublease the Leased Property to another; provided, however, that such termination and exclusion will not impair any remedy granted to the Issuer or the Purchaser under this Lease;

D. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease or the Indenture; or

E. Exercise any remedies provided for in the Indenture.

In the enforcement of the remedies provided in this Section 7.2, the Purchaser, as the assignee of the Issuer and on behalf of the Issuer, will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. As the assignee of the Issuer, the Purchaser has sole responsibility for the exercise of any remedies if an Event of Default occurs and is continuing, provided that the Issuer shall be under no obligation to exercise any remedies in the event the Purchaser fails to do so.

Prior to the exercise of any remedy by the Purchaser hereunder following an Event of Default, the Company, any successor, and any Financing Party shall have an absolute right to cure such Event of Default during the time period allowed for curing same. If the Company at any time during the term of this Lease prior to the occurrence of an Event of Default provides a written request to the Issuer and the Purchaser that notices hereunder should be provided to any Financing Party, any such Financing Party shall be afforded an additional thirty (30) days (beyond the time period allowed for the Company to cure) within which to cure an Event of Default on behalf of the Company.

If a Financing Party (or a receiver requested by a mortgagee) succeeds to the interest of the Company in the Leased Property, such successor party shall pay or cause to be paid the Basic Rent, PILOT Payments, Additional Payments and all other monetary charges payable by the Company under this Lease (i) which are outstanding as of the date on which the mortgagee or assignee (or a receiver requested by a mortgagee) succeeds to such interest and (ii) those which accrue thereafter during the term of this Lease.

Section 7.3 Company to Give Notice of Default.

The Company will promptly give notice to the Purchaser and the Issuer of the occurrence of any Event of Default of which it has actual knowledge.

Section 7.4 Default by Issuer - Limited Liability.

Notwithstanding any provision or obligation to the contrary hereinbefore set forth, no provision of this Lease shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit or taxing powers of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Lease, and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Company hereunder.

The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if a default shall occur hereunder.

Section 7.5 Issuer Remedial Action.

Notwithstanding any other provision of this Lease or the Indenture to the contrary, the Issuer will be entitled to cause the Company to perform the obligations of the Company under the Reserved Rights and take whatever action at law or in equity is necessary to enforce their performance. The Issuer's rights to enforce the Reserved Rights are not assigned to the Purchaser under the Indenture. If the Company fails to comply with its obligations set forth in the Reserved Rights and such failure continues for 30 days after the Issuer gives notice to the Company of such failure or any representation of the Company in any Bond Document or any document or agreement delivered to any of the other Parties in connection with the transaction contemplated by the Bond Documents proves to have been incorrect in any material respect when made, then, the Issuer may immediately take all steps necessary to have the Leased Property immediately assessed for property tax purposes in the name of the Company as if the Lease had been terminated. This remedy is not exclusive of any other action at law or in equity that the Issuer may take to enforce the Reserved Rights.

## ARTICLE VIII - PREPAYMENTS

Section 8.1 Prepayments. The Company may at any time (including after the occurrence and during the continuance of an Event of Default) and for any reason cause all or any portion of the Bonds to be redeemed in accordance with the provisions of the Indenture by giving notice of such redemption to the Issuer, the Depositary and the Purchaser not less than 5 days before the redemption date. Upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding. Such notice will specify the redemption date and the principal amount of the Bonds to be redeemed. On the redemption date the Company will prepay the Rent in an amount equal to such principal amount to be redeemed plus accrued interest on such principal amount to the redemption date by payment of such amounts to the Purchaser.

## ARTICLE IX - PURCHASE OF LEASED PROPERTY

Section 9.1 Purchase of Leased Property. The Company will purchase, and the Issuer will sell, the Leased Property for $1.00 at the expiration or early termination of this Lease or upon Payment of the Bonds. Except for those purchases resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Company will give notice to the Issuer specifying the date of closing such purchase, which will be not less than 5 nor more than 90 days from the date of such notice. In the event of a purchase resulting from the exercise by the Issuer of the remedies described in Section 7.5 hereof, the Issuer will give notice to the Company of the closing date of such purchases at least 5 days prior to such date. At the closing of such purchase, the Issuer will deliver to the Company a bill of sale, quitclaim deed, or other appropriate documents conveying to the Company title to the Leased Property, as the same exists at the time of such purchase, subject only to: (i) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (ii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; and

(iii) Permitted Liens other than the Indenture and this Lease. The Company may purchase the Leased Property whether or not a Default or an Event of Default has occurred and is continuing, except a default in payments due under the Reserved Rights. The Issuer may take any additional steps, at the expense of the Company, as it may consider necessary to ensure that the property has been transferred to the Company for tax purposes.

## ARTICLE X - MISCELLANEOUS

Section 10.1 Incorporation of Indenture Provisions. The provisions of Sections 11.01, 11.02, 11.03, 11.05, 11.06, 11.10, and 11.13 of the Indenture are incorporated in this Lease.

Section 10.2 Amendments. This Lease may be amended or modified only as provided in the Indenture.

Section 10.3 No Pecuniary Liability of Issuer. No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with any property of the Company financed, directly or indirectly, out of the proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer or constitute a charge against the Issuer's general credit, or will obligate the Issuer financially in any way, except with respect to the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. No failure of the Issuer to comply with any terms, covenants or agreements herein or in any document executed by the Issuer in connection with the Bonds will subject the Issuer to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds and its application as provided under the Indenture. None of the provisions of this Lease will require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its reasonable satisfaction against the cost, expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; provided, that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Section 10.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer, the Company, and their respective successors and assigns.

Section 10.5 Severability. If any section, paragraph, clause or provision of this Lease shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Lease.

Section 10.6 Recording. This Lease, the Indenture and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Torrance County, New Mexico. This Lease as originally

executed or an appropriate and sufficient memorandum thereof shall be so recorded before the recordation of the Indenture.

Section 10.7 No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.8 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 10.9 Non-Merger. The provisions of this Lease shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any deed, bill of sale, or other instrument or document delivered hereunder.

Section 10.10 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 10.11 Federal Income Tax Treatment. The Issuer and the Company acknowledge that this Lease constitutes a financing for federal income tax purposes and not a lease of the Leased Property. The Issuer and the Company further acknowledge that the Company shall, to the extent permitted by law, be entitled to all federal income tax attributes attributable to ownership of the Leased Property, including the right to claim depreciation or cost recovery deductions and the right to claim any federal tax credits (or federal grants in lieu thereof) arising from ownership of the Leased Property. Each of the Issuer and the Company agree, to the extent permitted by law, not to file tax returns inconsistent with this Section.

*(Signature Pages Follow)*

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair of the Board of County Commissioners

(SEAL)

Attest:

_____
County Clerk

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

This instrument was acknowledged before me on _____, 2026, by Ryan Schwebach, Chair of the Board of County Commissioners of Torrance County, New Mexico.

_____
Notary Public

My Commission expires:

_____

BRITTON STORAGE LLC

By:_____

STATE OF _____ )
) ss.
COUNTY OF _____ )

This instrument was acknowledged before me on _____, 2026, by _____, _____ of Britton Storage LLC, a Delaware limited liability company.

_____
Notary Public

My Commission expires:

_____

**TORRANCE COUNTY, NEW MEXICO**

**BRITTON STORAGE LLC**

**[PURCHASER],**
**As Purchaser**

**AND**

**[DEPOSITARY],**
**As Depositary**

---

# INDENTURE

---

**Dated as of December 1, 2026**

**Securing**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

This instrument constitutes a security agreement with respect to certain personal property under the laws of the State of New Mexico.

## TABLE OF CONTENTS


Page

ARTICLE I - RECITALS ..... 1

Section 1.01. The Act ..... 1
Section 1.02. Government Proceedings ..... 1
Section 1.03. The Lease Agreement ..... 1
Section 1.04. The Indenture; Collateral Pledge ..... 1
Section 1.05. Conditions Precedent Performed ..... 2

ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION ..... 2

Section 2.01. Meanings of Words and Terms ..... 2
Section 2.02. Rules of Construction ..... 3
Section 2.03. Bonds Not General Obligation of Issuer ..... 3

ARTICLE III - GRANT ..... 4

Section 3.01. Pledge ..... 4
Section 3.02. Release ..... 4
Section 3.03. Survival of Certain Provisions ..... 4
Section 3.04. Subordination ..... 4

ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS ..... 5

Section 4.01. Authorization; Authorized Amount of Bonds ..... 5
Section 4.02. Form of Bonds; Maturity ..... 5
Section 4.03. Execution and Delivery ..... 5
Section 4.04. Advances ..... 5
Section 4.05. Application of Payments ..... 6
Section 4.06. Registration of the Bonds ..... 6
Section 4.07. Ownership ..... 6
Section 4.08. Lost, Stolen, Destroyed and Mutilated Bonds. ..... 7
Section 4.09. Cancellation and Destruction of the Bonds by Issuer. ..... 7

ARTICLE V - REDEMPTION ..... 7

Section 5.01. Redemption ..... 7
Section 5.02. Payment of Redeemed Bonds ..... 7

ARTICLE VI - THE ACQUISITION ACCOUNT ..... 7

Section 6.01. Creation; Deposits ..... 7
Section 6.02. Disbursements ..... 8
Section 6.03. Depositary May Rely on Requisitions ..... 8
Section 6.04. Status Reports ..... 8
Section 6.05. Completion Date ..... 9

Section 6.06. Payment on Acceleration ..... 9
Section 6.07. Investments ..... 9
ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS ..... 9
Section 7.01. Payment of the Bonds; Bonds are Limited Obligations ..... 9
Section 7.02. Performance; Authority ..... 10
Section 7.03. Obligations Under the Lease ..... 10
Section 7.04. Office or Agency ..... 10
Section 7.05. Recording of Indenture, Supplemental Indentures and Other Documents. .. 10
ARTICLE VIII - DEFAULT AND REMEDIES ..... 10
Section 8.01. Defaults ..... 10
Section 8.02. Acceleration ..... 11
Section 8.03. Issuer and Depositary Not Responsible ..... 11
ARTICLE IX - THE DEPOSITARY ..... 11
Section 9.01. Acceptance of Duties ..... 11
Section 9.02. Compensation ..... 12
Section 9.03. Qualification ..... 12
Section 9.04. Resignation and Removal ..... 12
Section 9.05. Successor Depositary ..... 13
Section 9.06. Indemnification ..... 13
ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE ..... 15
ARTICLE XI - MISCELLANEOUS PROVISIONS ..... 15
Section 11.01. Notices ..... 15
Section 11.02. Remedies ..... 16
Section 11.03. Beneficiaries ..... 16
Section 11.04. Severability ..... 16
Section 11.05. Obligations of Issuer Not Obligations of Officials Individually ..... 17
Section 11.06. Payments Due on Days That Are Not Business Days ..... 17
Section 11.07. Execution in Counterparts ..... 17
Section 11.08. Applicable Law ..... 17
Section 11.09. Survival ..... 17
Section 11.10. No Violation of Public Policies Regarding Indemnity ..... 17
Section 11.11. Non-Merger ..... 18
Section 11.12. No Waiver ..... 18
Section 11.13. Annual Certificate .. ..... 18
Section 11.14. Representations .. ..... 18

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision (together with its successors and assigns, the "Issuer"), BRITTON STORAGE LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), and [DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the "Depositary"), agree:

## ARTICLE I - RECITALS

Section 1.01. The Act. The Issuer is a county and political subdivision of the State of New Mexico (the "State"). Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the "Act"), the Issuer is authorized to acquire, construct, equip and install certain manufacturing, industrial or commercial projects and to issue its industrial revenue bonds to finance such projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State and promoting a sound and proper balance in the State between agriculture, commerce and industry. Such bonds are payable solely out of revenue derived from the acquisition, ownership, leasing or sale of such projects. Such bonds may be further secured by an assignment of all or any of the Issuer's interest in the lease agreements respecting the project to be acquired, constructed, installed and equipped. Under the Act, a project may include land, buildings, machinery, equipment and other related personal property deemed necessary in connection with such project.

Section 1.02. Government Proceedings. The Company has presented to the Board of County Commissioners of the Issuer (the "Board") a proposal whereby the Issuer will construct, acquire, equip and install improvements for a battery energy storage facility located within the Issuer's boundaries (the "Project"), and whereby the Issuer will, pursuant to a Lease Agreement dated as of December 1, 2026 (together with any and all amendments and supplements, the "Lease") between the Issuer and the Company, lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 2026-__, adopted on November 12, 2026 (the "Bond Ordinance"), authorized, among other matters, (i) the issuance of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 (the "Bonds") in the aggregate principal amount not to exceed $150,000,000, and substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 1.03. The Lease Agreement. The Issuer has entered into the Lease with the Company, under which the Issuer has leased the Leased Property to the Company and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds when due. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Lease.

Section 1.04. The Indenture; Collateral Pledge. The Bonds are to be issued under this Indenture which constitutes a security agreement and a collateral pledge of the Lease to the Purchaser subject to certain exceptions.

Section 1.05. Conditions Precedent Performed. Based on the opinions of Bond Counsel for the Issuer and counsel for the Company and the Purchaser (as identified in the Bond Purchase Agreement defined below), all acts, conditions and things required on the part of the Issuer by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture and the Lease and the issuance of the Bonds have happened, exist and have been performed as so required in order to make this Indenture, the Lease and the Bonds valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

## ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Meanings of Words and Terms. All words and terms defined in the Lease have the same meanings when used in this Indenture and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below:

"Acquisition Account" has the meaning assigned in Section 6.01.

"Act" has the meaning assigned in Section 1.01.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Board" has the meaning assigned in Section 1.02.

"Bonds" has the meaning assigned in Section 1.02.

"Bond Documents" means, collectively, this Indenture, the Lease and the Bond Purchase Agreement.

"Bond Ordinance" has the meaning assigned in Section 1.02.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of December 1, 2026, among the Purchaser, the Issuer, and the Company.

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Costs of the Project" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the construction, acquisition, equipping and installation of the Improvements and to pay the Issuance Costs.

"Default" has the meaning assigned in Section 8.01.

"Depositary" has the meaning assigned in the first paragraph of this Indenture.

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each December 1, beginning December 1, 2027.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Lease" has the meaning assigned in Section 1.02.

"Parties" means the Issuer, the Company, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment of the Bonds" means payment in full of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer and the Depositary payable by the Company under this Indenture, the Lease or the Bond Purchase Agreement.

"Person" means any natural person, corporation, partnership, joint venture, association, limited liability company, trust, or public body.

"Purchaser" has the meaning assigned in the first paragraph of this Indenture.

"Requisition and Certificate" has the meaning assigned in Section 6.02.

"Revenues" means the Basic Rent, all amounts in the Acquisition Account pending their application for Costs of the Project, and any investment income from investment of amounts in the Acquisition Account.

"State" has the meaning assigned in Section 1.01.

Section 2.02. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Lease and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

Section 2.03. Bonds Not General Obligation of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be

payable solely out of the Basic Rent and, pending their use for the Costs of the Project, the monies and investments in the Acquisition Account. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

## ARTICLE III - GRANT

Section 3.01. Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of, interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer pledges and assigns to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Lease, including its rights to the Basic Rent but excluding the Reserved Rights (as defined in Section 7.5 of the Lease); and (ii) pending their use for the Costs of the Project, the monies and investments in the Acquisition Account.

Section 3.02. Release. If the principal of and interest on the Bonds is paid in full to the Purchaser, all obligations of the Issuer under this Indenture will terminate, and the Purchaser will discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

Section 3.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any related legislation which relate to the maturity of the Bonds, interest payments and dates thereof, exchange, transfer and registration of the Bonds, replacement of the mutilated, destroyed, lost or stolen Bonds, nonpresentment of the Bonds, the holding of monies in trust, and repayments to the Company from the various funds established pursuant to this Indenture and the duties of the Depositary in connection with all of the foregoing will remain in effect and be binding upon the Depositary and the Purchaser notwithstanding the release and discharge of this Indenture. The provisions of this Section 3.03 will survive the release, discharge and subordination of this Indenture.

Section 3.04. Subordination. The Issuer, the Purchaser and the Depositary acknowledge that the Security Beneficiary (as defined in the Lease) holds a prior lien on and security interest in the Leased Property pursuant to the Initial Financing Lien and the Issuer's interest in the Leased Property and the liens and security interests granted by and created in this Indenture in favor of the Issuer, the Purchaser or the Depositary are subordinate to the Initial Financing Lien, and to all renewals, modifications, consolidations, replacements and extensions of thereof. The Purchaser agrees to subordinate its rights as pledgee, assignee and secured party as provided in Section 3.01 to any financial institution, lender or other financing party providing all or any part of the Company Financing, from time to time, and to enter into agreements which the Company, its parent, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

## ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS

Section 4.01. Authorization; Authorized Amount of Bonds. The Bonds are hereby authorized to be issued under this Indenture for the purpose of financing the Costs of the Project and secured by this Indenture. The Bonds will be initially issued as a single fully registered bond without coupons, in the principal amount not to exceed $150,000,000, numbered R-1. No bonds may be issued under this Indenture except in accordance with this Article. The total principal amount of the Bonds issued under this Indenture is expressly limited to $150,000,000. No additional bonds may be issued. The Bonds may be transferred only in accordance with the terms of this Indenture and the Bonds.

Section 4.02. Form of Bonds; Maturity. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and the Lease and will bear interest on advances made pursuant to Section 4.04 from the respective dates of such advances on the aggregate unpaid principal amount of such advances at the rate of 2.50 % per annum. Interest will computed on the basis of a 360-day year consisting of twelve 30-day months. Accrued interest will be paid by the Company to the Purchaser on each Interest Payment Date. The Bonds will mature on December 1, 2049, and all unpaid principal of and interest on the Bonds is due and payable on such maturity date. The final payment of the principal of and interest on the Bonds shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of the Bonds. Payments of the principal of and interest on the Bonds prior to the final payment thereof shall be made to the person who is the registered owner thereof on such payment date by wire transfer of immediately available funds by the Company to such Purchaser at its address as it appears on the registration records kept by the Company. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

Section 4.03. Execution and Delivery. The Bonds will be signed by the Chair of the Board of the Issuer or the Vice Chair in the absence of the Chair, attested to by the Clerk of the Issuer or a deputy Clerk, acting in her absence, and delivered to the Purchaser on the date of the execution and delivery of this Indenture.

Section 4.04. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of this Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through the advances described in this Section 4.04. Prior to delivery by the Issuer to the Purchaser of the Bonds (issued as a single fully registered bond), the following will be filed with the Purchaser (i) a certified copy of the Bond Ordinance authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Lease and (ii) original executed counterparts of the Bond Documents.

The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 6.02 of this Indenture. Promptly upon receipt of notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, pay the amount of the advance requested in such notice to the Depositary for deposit

in the Acquisition Account; provided that the aggregate amount of such advances will not exceed $150,000,000. The records of the Depositary will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds.

Section 4.05. Application of Payments. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first to the principal amount to be redeemed and then to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first to accrued interest on and then to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, the Purchaser will pay such excess to the Company.

Section 4.06. Registration of the Bonds. The Company on behalf of the Issuer will maintain a registration book showing the name and address of the holder of the Bonds. Upon the Company's receipt of notice of the transfer of the Bonds in accordance with their terms, together with other required documentation, the Company will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee shall maintain such registration book.

The Bonds may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book of the Issuer but only upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion from legal counsel experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, to the effect the transfer complies with the Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to such legal counsel, necessary to establish such compliance. The Issuer agrees that it will cooperate in delivering a new bond certificate or certificates, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer. The Issuer may deem and treat the person in whose name the Bonds are registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

Section 4.07. Ownership. The ownership of the Bonds shall be proved by the registration book maintained pursuant to Section 4.06 of this Indenture. Any request, demand, authorization, direction, notice, consent, waiver or other act of the holder of any of the Bonds shall bind every future holder of such Bonds and the holder of Bonds issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Depositary or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds.

Section 4.08. Lost, Stolen, Destroyed and Mutilated Bonds.. If the Issuer receives satisfactory evidence that the Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, then the Issuer will execute and deliver a new Bond. The applicant for a new Bond will pay any charges and expenses in connection with the issuance of the new Bond. A new Bond issued under this Section 406 will be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section 4.08 with respect to the replacement of the lost, stolen, destroyed or mutilated Bond are exclusive.

Section 4.09. Cancellation and Destruction of the Bonds by Issuer.. If the Bonds are delivered to the Company or the Issuer for cancellation, the Bonds will be cancelled immediately and burned or otherwise destroyed by the Issuer.

## ARTICLE V - REDEMPTION

Section 5.01. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article VIII of the Lease that the Company has elected to cause redemption of the Bonds in whole or in part (provided that upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding) and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company.

Section 5.02. Payment of Redeemed Bonds. Upon the giving of notice of redemption as provided in Section 5.01, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price. Payment of the Redemption Price shall be made by the Company upon surrender of such Bonds. The expense of giving notice and any other expenses of redemption shall be paid by the Company. If there shall be called for redemption less than the principal amount of the Bonds, the Issuer shall execute and deliver upon surrender of such Bonds, and without charge to the registered owner thereof, at the option of the registered owner, registered Bonds of like Maturity Date to be issued in an aggregate amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered.

From and after the date fixed for redemption designated in such notice, notwithstanding that the Bonds so called for redemption in whole or in part shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of the Bonds or portions thereof so called for redemption, the Bonds thereof to be redeemed shall cease to be entitled to any lien, benefit or security under this Indenture, and the registered owner(s) thereof shall have no rights to such Bonds or portions thereof, except to receive payment of the Redemption Price thereof.

## ARTICLE VI - THE ACQUISITION ACCOUNT

Section 6.01. Creation; Deposits. A special account is hereby created with the Depositary and designated "Torrance County, New Mexico, Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 Acquisition Account" (the "Acquisition Account"). Any monies received by the Issuer or the Depositary on account of any advances under Section 4.04 will be

deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depositary and will, subject to the provisions of Sections 6.05 and 6.06, be applied to the payment of Costs of the Project and, pending such application, will be subject to a lien in favor of the Purchaser.

Section 6.02. Disbursements. The Depositary will make payments of Costs of the Project from the Acquisition Account, but only upon (i) receipt of sufficient monies from the Purchaser for deposit in the Acquisition Account; and (ii) receipt of a Requisition and Certificate in substantially the form of Exhibit B ("Requisition and Certificate"), signed by an Authorized Company Representative, stating to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Costs of the Project and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such Persons to receive payment of the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (1) the obligations stated have been properly incurred, (2) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (3) to the best knowledge of such Authorized Company Representative, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the Requisition and Certificate.

Section 6.03. Depositary May Rely on Requisitions. Each Requisition and Certificate received by the Depositary as conditions of payment from the Acquisition Account may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times to examination by the Issuer and other Parties and their respective agents and representatives. The Depositary shall have no duty or obligation to verify the content of any requisition or certificate.

Section 6.04. Status Reports. Within sixty (60) days after each January 31 (commencing January 31, 2027) occurring prior to the Completion Date and within sixty (60) days after the date of disbursement of all remaining monies in the Acquisition Account, if such disbursement occurs after the Completion Date, the Depositary will prepare and send to the Company and the Issuer a report describing any and all moneys and investments on deposit in the Acquisition Account as of such January 31, and all deposits into and disbursements from the Acquisition Account, if any, during the twelve-month period ending on such January 31 or the date of such final disbursement, as applicable.

Section 6.05. Completion Date. Upon receipt of a certificate from the Company, in the form of Exhibit C signed by an Authorized Company Representative, establishing the Completion Date, the Depositary will, to the extent monies are available therefor, set aside the monies necessary for the payment of the Costs of the Project incurred by the Company but not then due or payable as set forth in such certificate and then will transfer any monies remaining in the Acquisition Account to the Company for use in connection with the Project or for payment of debt service on the Bonds (but the Depositary and the Issuer shall have no duty to inquire into or otherwise monitor, and shall not have any liability associated with, the Company's use of such monies). After all Costs of the Project have been paid, the Depositary's duties hereunder shall cease as set forth in Section 9.04(d).

Section 6.06. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 8.02, the Depositary, to the extent permitted by law, will promptly pay all monies then held for the credit of the Acquisition Account to the Purchaser for application to the unpaid principal of and accrued interest on the Bonds.

Section 6.07. Investments. Monies on deposit in the Acquisition Account will, at the written direction of an Authorized Company Representative, be invested and reinvested by the Depositary in short-term interest-bearing securities or funds, which are at the time authorized under the Act. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any loss resulting from any such investment will be charged to the Acquisition Account. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Account. Neither the Depositary nor the Issuer will be liable or responsible for any loss resulting from any such investment or liquidation of any investment when required under the terms of this Indenture. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

## ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS

Section 7.01. Payment of the Bonds; Bonds are Limited Obligations. Pursuant to the Lease, the Company is required to pay the principal of, interest on and redemption price of the Bonds at the times and in the amounts provided in Section 4.02 of this Indenture and in the Bonds, directly to the Purchaser. Except as otherwise provided in this Indenture, such principal, interest and redemption price are payable solely from the Basic Rent, which the Company will pay as provided in the Lease. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE,

ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

Section 7.02. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and agreements of the Issuer contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture, and to pledge the Revenues (but excluding Additional Payments and any amount for indemnification of the Issuer) described in this Indenture, and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement and the Lease.

Section 7.03. Obligations Under the Lease. The Issuer: (i) will perform all of its obligations under the Lease; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease except by a supplement or an amendment duly executed by the Issuer and the Company with the written approval of the Purchaser; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser.

Notwithstanding the above paragraph, it is the intention of the Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in this Indenture for the Company's obligations under the Lease. As described in Section 3.01 and in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease, including the right to receive payments thereunder, but excluding the Reserved Rights.

Section 7.04. Office or Agency.. The Issuer will maintain an office or agency in the Town of Estancia, New Mexico, while the Bonds are outstanding and where demands with respect to this Indenture or the Bonds may be made. The office of the County Clerk of the Issuer will be such agency until further notice.

Section 7.05. Recording of Indenture, Supplemental Indentures and Other Documents.. The Company will cause this Indenture, the Leas, and all supplements or amendments to this Indenture, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded and filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depositary, including recording in the real estate records of the County Clerk of Torrance County, New Mexico. The Depositary and the Issuer will have no responsibility to make any such filings.

## ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. Defaults. Each of the following events is a "Default":

(a) Failure to pay any installment of principal of, interest on or redemption price of the Bonds when due and such failure continues for a period of five Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company;

(b) An Event of Default under the Lease occurs and is continuing; or

(c) The Issuer fails to perform any other of its obligations under the Bonds or this Indenture for a period of thirty (30) days after receipt of notice of such failure from any of the other Parties.

Section 8.02. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties declare the then unpaid principal of and all accrued interest on the Bonds to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and cancel its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for.

Section 8.03. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default. Except as otherwise provided in the Lease, all rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally required, will cooperate with the Purchaser in the lawful enforcement of such rights and remedies under the Bond Documents upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article IX.

## ARTICLE IX - THE DEPOSITARY

Section 9.01. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary. Unless previously terminated by the Company, the Depositary's duties hereunder shall continue, subject to the provisions of Section 9.04, until the occurrence of the Completion Date and the disbursement of all moneys remaining on deposit in the Acquisition Account as provided in Section 6.05.

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming on their faces to the requirements of this Indenture or the Lease, as the case may be; but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Lease, the Depositary will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease, as the case may be.

(c) No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) The Depositary shall be under no obligation to take any action or exercise any right or power under this Indenture unless the Purchaser shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the reasonable fees, costs (including without limitation reasonable fees and expenses of attorneys), expenses and liabilities that might be incurred by the Depositary in connection therewith.

(f) The recitals contained herein and in the Bonds shall be taken as the statements of the Company, and the Depositary assumes no responsibility for their correctness. The Depositary makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Depositary shall not be accountable for the use or application by the Issuer or the Company of the Bonds or the proceeds thereof.

(g) Money held by the Depositary in trust hereunder need not be segregated from other funds except to the extent required by law. The Depositary shall be under no liability for any interest on any money received by it hereunder except as otherwise provided in Section 6.07.

(h) None of the provisions contained in this Indenture shall require the Depositary to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 9.02. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses) as Additional Payments in accordance with the Lease.

Section 9.03. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state, be granted trust powers under such laws and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 9.03, it will resign immediately in the manner and with the effect specified in Section 9.04.

Section 9.04. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 9.05.

(b) The Depositary may resign at any time by notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within thirty (30) days after the giving of such notice of resignation, the retiring

Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the disbursement of all monies on deposit in the Acquisition Account as provided in Section 6.05 or (ii) the date on which the Company and Purchaser provide the Depositary written notice that no additional advances will be made as provided in Section 4.04 and the Depositary no longer holds funds for payment of Costs of the Project. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 9.04), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 9.05. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor, and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which all or substantially all of the corporate trust assets and business of such Person may be sold, will automatically become the successor Depositary.

Section 9.06. Indemnification. As an inducement to the Depositary to enter into this Indenture, the Company agrees to pay and to indemnify and hold harmless the Depositary, any person who "controls" the Depositary within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Depositary (collectively called the "Indemnified Parties") from and against any and all claims, fines, penalties, damages, demands, expenses (including reasonable out-of-pocket and incidental expenses and legal fees, including the allocated costs and expenses of in-house counsel and legal staff) liabilities and losses of every kind, character and nature ("Losses") asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, this

Indenture and the Lease and the obligations imposed on the Depositary hereby and thereby; or the construction, acquisition, equipping, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Parties, with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; (iv) any loss or damage incurred by the Depositary as a result of violation by the Company of the provisions of Section 3.2 of the Lease, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, equipping and installation or sale of the Leased Property or any part thereof; and (v) the execution of and performance of its duties under this Indenture, to the extent not caused or occasioned by the negligence or willful misconduct of an Indemnified Party. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Parties from and against, all costs, reasonable attorney fees and expenses, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim, to the extent not caused or occasioned by the negligence or willful misconduct of such Indemnified Party. In addition to and not in limitation of the immediately preceding sentences, the Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnified Parties for following any instructions or other directions upon which the Depositary is authorized to rely pursuant to the terms of this Indenture or the Lease.

If any such suit, action or proceeding is brought against the Depositary or any other Indemnified Party, the Depositary or such Indemnified Party shall, within ten (10) days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Depositary or such Indemnified Party (provided that such approval by the Depositary or such Indemnified Party shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Depositary or such Indemnified Party to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Depositary or such Indemnified Party is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Depositary or such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of the Depositary or such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Depositary or such Indemnified Party; however, the Company shall be responsible for the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party in assuming its own defense, provided such counsel is approved in writing by the Company.

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Depositary or any Indemnified Party, the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Depositary or any Indemnified Party shall have the right to employ separate counsel

with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Depositary or the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Indemnified Parties other than a judgment merely confirming a settlement entered into without the written consent of the Company.

The rights of the Depositary under such indemnification shall survive the payment in full of the Bonds, the discharge of this Indenture, or the resignation or removal of the Depositary or the termination of its duties under this Indenture.

## ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary and consented to by the Company. The Issuer in its reasonable discretion may amend this Indenture as requested by the Company, its parent, or any subsidiary or affiliate of the Company or any financial institutional lender or other financing party providing all or any part of the Company Financing, from time to time, provided any such amendment is not inconsistent with the Bond Ordinance. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be materially and adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be materially and adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law, the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth in the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

## ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.01. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery, by nationally recognized commercial courier service, or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer: Torrance County, New Mexico
205 S. Ninth Street
P.O. Box 48

Estancia, NM 87016
Attention: County Manager

If to the Purchaser: [PURCHASER]
c/o Exus Renewables North America
500 Marquette NW, Suite 260
Albuquerque, NM 87102
Email: brian.reindl@exus.us
With copy to outside counsel:
Kristofer A. Curtis: KAC@SUTINFIRM.COM
Eduardo A. Duffy: EAD@SUTINFIRM.COM

If to the Company: Britton Storage LLC
c/o Exus Renewables North America
500 Marquette NW, Suite 260
Albuquerque, NM 87102
Email: brian.reindl@exus.us
With copy to outside counsel:
Kristofer A. Curtis: KAC@SUTINFIRM.COM
Eduardo A. Duffy: EAD@SUTINFIRM.COM

If to the Depositary: [DEPOSITARY]

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.02. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.03. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties (and, in the case of Section 5.7 of the Lease and Section 9.06 only, the Indemnitees, and in the case of Section 5.10 of the Lease only, any entity entitled to receive a PILOT payment) any right, remedy or claim, legal or equitable.

Section 11.04. Severability. If any section, paragraph, clause or provision of this Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Indenture.

Section 11.05. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, any member of the Board) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.06. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after such date.

Section 11.07. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11.08. Applicable Law. This Indenture will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 11.09. Survival. The provisions of Sections 9.01 and 9.02 of this Indenture shall survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 11.10. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees and expenses, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement

is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 11.11. Non-Merger. The provisions of this Indenture shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any bill of sale or other instrument or document delivered hereunder.

Section 11.12. No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the others any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 11.13. Annual Certificate. The Company will furnish the Issuer, the Purchaser and the Depositary (until its duties cease pursuant to Section 9.04(d) of this Indenture), on or before the anniversary of the date of the Lease of each year while the Bonds are outstanding, commencing December 1, 2027, a certificate of the Company signed by an Authorized Company Representative stating that the Company has made a review of its activities during the preceding calendar year for the purpose of determining whether or not the Company has complied with all of the terms, provisions and conditions of the Lease and the Company has, to the best of its knowledge, kept, observed, performed, and fulfilled each and every covenant, provision and condition of the Lease on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Company will be in default, such certificate will specify all such defaults and the nature thereof.

Section 11.14. Representations. Each of the Purchaser and the Company hereby represents and warrants, as to itself, that this Indenture has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation.

(Signature Pages Follow)

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair of the Board of County Commissioners

(SEAL)

Attest:

_____
County Clerk

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

The foregoing instrument was acknowledged before me on _____, 2026, by Ryan Schwebach, Chair of the Board of County Commissioners of Torrance County, New Mexico.

_____
Notary Public

My commission expires:

_____

[PURCHASER]

By:_____

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

The foregoing instrument was acknowledged before me on _____, 2026, by _____, _____ of [PURCHASER], a Delaware limited liability company.

_____
Notary Public

My commission expires:

_____

BRITTON STORAGE LLC,

By:_____

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

The foregoing instrument was acknowledged before me on _____, 2026, by _____, _____ of Britton Storage LLC, a Delaware limited liability company.

_____
Notary Public

My commission expires:

_____

[DEPOSITARY], as Depositary

By:_____
Vice President & Trust Officer

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

The foregoing instrument was acknowledged before me on _____, 2026, by [NAME], as Vice President & Trust Officer of [DEPOSITARY], a national banking association.

_____
Notary Public

My commission expires:

_____

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE INDENTURE, PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS APPLICABLE TO THE TRANSFER AT THE TIME OF THE TRANSFER.

No. R-1 Up to $150,000,000

United States of America
State of New Mexico

Torrance County, New Mexico
Taxable Industrial Revenue Bond
(Britton Storage Project)
Series 2026

| MATURITY DATE | INTEREST RATE | ISSUE DATE |
|---|---|---|
| December 1, 2049 | 2.50 % per annum | December 1, 2026 |

TORRANCE COUNTY, NEW MEXICO, a county and political subdivision existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the source described below, to [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees as permitted below, the "Purchaser"), on the Maturity Date specified above, ONE HUNDRED FIFTY MILLION DOLLARS (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such source, to the Purchaser under the Indenture as shown on the records of BRITTON STORAGE LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), on the relevant payment date, interest on principal amounts advanced with respect to this Bond from the dates of such advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Such interest is payable annually on December 1, beginning December 1, 2027. All unpaid principal and interest on this Bond is due and payable on the Maturity Date. The final payment of the principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of this Bond. Payments of the principal of and interest on this Bond prior to the final payment hereof shall be made to the Purchaser on such payment date by wire transfer of immediately available funds by the Company to the Purchaser. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16 NMSA 1978, as amended, and pursuant to Ordinance No. 2026-__ duly adopted by the Issuer. Proceeds of this Bond will be used to finance the construction, acquisition, equipping and installation of improvements for a battery energy storage facility located within the boundaries of Torrance County, New Mexico (the "Project").

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of December 1, 2026 (the "Lease") between the Issuer and the Company, which Lease relates to the Project, and which Basic Rent (as defined in the Lease) payable thereunder has been pledged and assigned by the Issuer to the Purchaser under the Indenture dated as of December 1, 2026 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary").

Reference is made to the Indenture and the Lease for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, the transfer of this Bond, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and the amounts that are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption, as provided in the Indenture, at the option of the Company as a whole or in part (provided that upon the redemption of the Bond in part, not less than $25,000 in principal amount shall remain outstanding) on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

Upon any partial prior redemption of this Bond, the Purchaser shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Company prior to payment.

If a Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable

as provided in the Indenture. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on the schedule attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 4.04 of the Indenture. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer, the Company or the Purchaser.

This Bond may be transferred in whole but not in part. NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A "TRANSFER") EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER AND THE COMPANY (A) AN OPINION, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

(Remaining Left Blank)

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chair of its Board of County Commissioners and its seal to be affixed hereto and attested by its County Clerk.

TORRANCE COUNTY, NEW MEXICO

(SEAL)

By:_____
Chair of the Board of County Commissioners

Attest:

_____
County Clerk

PRINCIPAL ADVANCE PANEL

| Date | Amount of Advance | Aggregate Principal Amount of Bond | Notation Made By |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Indenture.

| Date of Prepayment | Principal Prepaid | Notation Made By |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT B

REQUISITION AND CERTIFICATE

To: [DEPOSITARY], as Depositary

The undersigned, pursuant to the Indenture dated as of December 1, 2026 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), [PURCHASER], (the "Purchaser"), Britton Storage LLC (together with its successors and assigns, the "Company") and [DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of $_____ from the Acquisition Account (as defined in the Indenture) to pay the following costs and expenses related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

| Amount | General Classification Of Expenditure | Payee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total: $ | | |

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Costs of the Project (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) to the best knowledge of the undersigned, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition; and

(4) upon payment of such Costs of the Project for the Leased Property (as defined in the Indenture) described above, the Company will take all actions necessary to transfer to the Issuer legal title to the relevant portion of the Leased Property prior to or simultaneously with each applicable advance under the Bonds.

DATED: _____, 20___.

_____
Authorized Company Representative

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 6.05 of the Indenture dated as of December 1, 2026 (the "Indenture"), among Torrance County, New Mexico, [PURCHASER] (the "Purchaser"), Britton Storage LLC (together with its successors and assigns, the "Company") and [DEPOSITARY], as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Costs of the Project shown below incurred by the Company but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining monies in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account. Capitalized terms used in this certificate shall have the meanings assigned thereto in the Indenture.

Costs of the Project Not Yet Due and Payable

| Amount | For |
|---|---|
| $ | |
| | |
| $ | |
| | |
| $ | |
| | |
| $ | |
| | |

DATED: _____

_____
Authorized Company Representative

57772806.1



305536347v9

**TORRANCE COUNTY, NEW MEXICO**

**BRITTON STORAGE~~,~~ LLC**

**[PURCHASER],**
**As Purchaser**

**AND**

**[DEPOSITARY],**
**As Depositary**

---

# INDENTURE

---

**Dated as of December 1, 2026**

**Securing**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

This instrument constitutes a security agreement with respect to certain personal property under the laws of the State of New Mexico.

## TABLE OF CONTENTS


| | | Page |
|---|---|---|
| ARTICLE I - RECITALS | | 1 |
| Section 1.01. | The Act | 1 |
| Section 1.02. | Government Proceedings | 1 |
| Section 1.03. | The Lease Agreement | 1 |
| Section 1.04. | The Indenture; Collateral Pledge | 1 |
| Section 1.05. | Conditions Precedent Performed | 2 |
| ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION | | 2 |
| Section 2.01. | Meanings of Words and Terms | 2 |
| Section 2.02. | Rules of Construction | 3 |
| Section 2.03. | Bonds Not General Obligation of Issuer | 3 |
| ARTICLE III - GRANT | | 4 |
| Section 3.01. | Pledge | 4 |
| Section 3.02. | Release | 4 |
| Section 3.03. | Survival of Certain Provisions | 4 |
| Section 3.04. | Subordination | 4 |
| ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS | | 5 |
| Section 4.01. | Authorization; Authorized Amount of Bonds | 5 |
| Section 4.02. | Form of Bonds; Maturity | 5 |
| Section 4.03. | Execution and Delivery | 5 |
| Section 4.04. | Advances | 5 |
| Section 4.05. | Application of Payments | 6 |
| Section 4.06. | Registration of the Bonds | 6 |
| Section 4.07. | Ownership | 6 |
| Section 4.08. | Lost, Stolen, Destroyed and Mutilated Bonds. | 7 |
| Section 4.09. | Cancellation and Destruction of the Bonds by Issuer. | 7 |
| ARTICLE V - REDEMPTION | | 7 |
| Section 5.01. | Redemption | 7 |
| Section 5.02. | Payment of Redeemed Bonds | 7 |
| ARTICLE VI - THE ACQUISITION ACCOUNT | | 7 |
| Section 6.01. | Creation; Deposits | 7 |
| Section 6.02. | Disbursements | 8 |
| Section 6.03. | Depositary May Rely on Requisitions | 8 |
| Section 6.04. | Status Reports | 8 |
| Section 6.05. | Completion Date | 9 |

Section 6.06. Payment on Acceleration 9
Section 6.07. Investments 9
ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS 9
Section 7.01. Payment of the Bonds; Bonds are Limited Obligations 9
Section 7.02. Performance; Authority 10
Section 7.03. Obligations Under the Lease 10
Section 7.04. Office or Agency. 10
Section 7.05. Recording of Indenture, Supplemental Indentures and Other Documents. 10
ARTICLE VIII - DEFAULT AND REMEDIES ~~11~~10
Section 8.01. Defaults ~~11~~10
Section 8.02. Acceleration 11
Section 8.03. Issuer and Depositary Not Responsible 11
ARTICLE IX - THE DEPOSITARY 11
Section 9.01. Acceptance of Duties 11
Section 9.02. Compensation 12
Section 9.03. Qualification 12
Section 9.04. Resignation and Removal ~~13~~12
Section 9.05. Successor Depositary 13
Section 9.06. Indemnification ~~14~~13
ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE 15
ARTICLE XI - MISCELLANEOUS PROVISIONS ~~16~~15
Section 11.01. Notices ~~16~~15
Section 11.02. Remedies 16
Section 11.03. Beneficiaries 16
Section 11.04. Severability ~~17~~16
Section 11.05. Obligations of Issuer Not Obligations of Officials Individually 17
Section 11.06. Payments Due on Days That Are Not Business Days 17
Section 11.07. Execution in Counterparts 17
Section 11.08. Applicable Law 17
Section 11.09. Survival 17
Section 11.10. No Violation of Public Policies Regarding Indemnity 17
Section 11.11. Non-Merger 18
Section 11.12. No Waiver 18
Section 11.13. Annual Certificate.. 18
Section 11.14. Representations.. 18

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision (together with its successors and assigns, the "Issuer"), BRITTON STORAGE, LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees of the Bonds (defined below), the "Purchaser"), and [DEPOSITARY], in its capacity as depositary hereunder (together with its successors and assigns, the "Depositary"), agree:

## ARTICLE I - RECITALS

Section 1.01. The Act. The Issuer is a county and political subdivision of the State of New Mexico (the "State"). Pursuant to Sections 4-59-1 through 4-59-16, New Mexico Statutes Annotated, 1978 Compilation, as amended (the "Act"), the Issuer is authorized to acquire, construct, equip and install certain manufacturing, industrial or commercial projects and to issue its industrial revenue bonds to finance such projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in the State and promoting a sound and proper balance in the State between agriculture, commerce and industry. Such bonds are payable solely out of revenue derived from the acquisition, ownership, leasing or sale of such projects. Such bonds may be further secured by an assignment of all or any of the Issuer's interest in the lease agreements respecting the project to be acquired, constructed, installed and equipped. Under the Act, a project may include land, buildings, machinery, equipment and other related personal property deemed necessary in connection with such project.

Section 1.02. Government Proceedings. The Company has presented to the Board of County Commissioners of the Issuer (the "Board") a proposal whereby the Issuer will construct, acquire, equip and install improvements for a battery energy storage facility located within the Issuer's boundaries (the "Project"), and whereby the Issuer will, pursuant to a Lease Agreement dated as of December 1, 2026 (together with any and all amendments and supplements, the "Lease") between the Issuer and the Company, lease the Leased Property (as defined in the Lease) to the Company. The Board, by Ordinance No. 2026-__, adopted on November 12, 2026 (the "Bond Ordinance"), authorized, among other matters, (i) the issuance of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 (the "Bonds") in the aggregate principal amount not to exceed $150,000,000, and substantially in the form of Exhibit A, and (ii) the execution and delivery of this Indenture.

Section 1.03. The Lease Agreement. The Issuer has entered into the Lease with the Company, under which the Issuer has leased the Leased Property to the Company and the Company has agreed to make rental payments in amounts sufficient to pay the principal of, interest on and redemption price of the Bonds when due. For the purpose of providing security for the payment of the principal of, interest on and redemption price of the Bonds, the Issuer wishes to assign to the Purchaser certain of its interests in the Lease.

Section 1.04. The Indenture; Collateral Pledge. The Bonds are to be issued under this Indenture which constitutes a security agreement and a collateral pledge of the Lease to the Purchaser subject to certain exceptions.

Section 1.05. Conditions Precedent Performed. Based on the opinions of Bond Counsel for the Issuer and counsel for the Company and the Purchaser (as identified in the Bond Purchase Agreement defined below), all acts, conditions and things required on the part of the Issuer by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture and the Lease and the issuance of the Bonds have happened, exist and have been performed as so required in order to make this Indenture, the Lease and the Bonds valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

## ARTICLE II - DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Meanings of Words and Terms. All words and terms defined in the Lease have the same meanings when used in this Indenture and the following terms shall have, except where the context indicates otherwise, the respective meanings set forth below:

"Acquisition Account" has the meaning assigned in Section 6.01.

"Act" has the meaning assigned in Section 1.01.

"Authorized Company Representative" means any one of the persons at the time designated to act on behalf of the Company in a certificate furnished to the Issuer and the Depositary containing the specimen signatures of such persons and signed on behalf of the Company by an officer of the Company.

"Board" has the meaning assigned in Section 1.02.

"Bonds" has the meaning assigned in Section 1.02.

"Bond Documents" means, collectively, this Indenture, the Lease and the Bond Purchase Agreement.

"Bond Ordinance" has the meaning assigned in Section 1.02.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of December 1, 2026, among the Purchaser, the Issuer, and the Company.

"Business Day" means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city in which payment of the Bonds is to be made are authorized or required to close.

"Company" has the meaning assigned in the first paragraph of this Indenture.

"Costs of the Project" means expenditures incurred or to be incurred with respect to the Project, including, without limitation, the construction, acquisition, equipping and installation of the Improvements and to pay the Issuance Costs.

"Default" has the meaning assigned in Section 8.01.

"Depositary" has the meaning assigned in the first paragraph of this Indenture.

"Indenture" means this Indenture, together with any amendments and supplements.

"Interest Payment Date" means each December 1, beginning December 1, 2027.

"Issuer" has the meaning assigned in the first paragraph of this Indenture.

"Lease" has the meaning assigned in Section 1.02.

"Parties" means the Issuer, the Company, the Purchaser and the Depositary.

"Party" means any one of the Parties.

"Payment of the Bonds" means payment in full of the principal of and interest on the Bonds in accordance with their terms and the provisions of this Indenture and payment of all fees and expenses of the Issuer and the Depositary payable by the Company under this Indenture, the Lease or the Bond Purchase Agreement.

"Person" means any natural person, corporation, partnership, joint venture, association, limited liability company, trust, or public body.

"Purchaser" has the meaning assigned in the first paragraph of this Indenture.

"Requisition and Certificate" has the meaning assigned in Section 6.02.

"Revenues" means the Basic Rent, all amounts in the Acquisition Account pending their application for Costs of the Project, and any investment income from investment of amounts in the Acquisition Account.

"State" has the meaning assigned in Section 1.01.

Section 2.02. Rules of Construction.

(a) The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(b) All references in this Indenture to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Indenture unless some other reference is established.

(c) Any inconsistency between the provisions of the Lease and the provisions of this Indenture will be resolved in favor of the provisions of this Indenture.

Section 2.03. Bonds Not General Obligation of Issuer. Neither the faith and credit nor the taxing power of the State or of any of its political subdivisions, including the Issuer, is

pledged to the payment of the principal of, interest on or redemption price of the Bonds. The Bonds will be payable solely out of the Basic Rent and, pending their use for the Costs of the Project, the monies and investments in the Acquisition Account. The principal of, interest on and redemption price of the Bonds will never constitute a debt or indebtedness or general obligation of the Issuer within the meaning of any State constitutional provision or statutory limitation. The Bonds will never constitute or give rise to a pecuniary liability of the Issuer or be a charge against its general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

## ARTICLE III - GRANT

Section 3.01. Pledge. In consideration of the purchase of the Bonds by the Purchaser, and in order to secure the payment of the principal of, interest on and redemption price of the Bonds, and in order to secure the performance by the Issuer of its obligations under this Indenture and the Bonds, the Issuer pledges and assigns to the Purchaser and grants a security interest to the Purchaser in (i) all the Issuer's right, title and interest in and to the Lease, including its rights to the Basic Rent but excluding the Reserved Rights (as defined in Section 7.5 of the Lease); and (ii) pending their use for the Costs of the Project, the monies and investments in the Acquisition Account.

Section 3.02. Release. If the principal of and interest on the Bonds is paid in full to the Purchaser, all obligations of the Issuer under this Indenture will terminate, and the Purchaser will discharge the lien of this Indenture and execute and deliver to the Issuer and the Company such instruments in writing as may be required to evidence such discharge. The Clerk of the Issuer is authorized to accept the certificate of the Purchaser that all principal and interest due on the Bonds has been paid as evidence of the satisfaction of this Indenture.

Section 3.03. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture and any related legislation which relate to the maturity of the Bonds, interest payments and dates thereof, exchange, transfer and registration of the Bonds, replacement of the mutilated, destroyed, lost or stolen Bonds, nonpresentment of the Bonds, the holding of monies in trust, and repayments to the Company from the various funds established pursuant to this Indenture and the duties of the Depositary in connection with all of the foregoing will remain in effect and be binding upon the Depositary and the Purchaser notwithstanding the release and discharge of this Indenture. The provisions of this Section 3.03 will survive the release, discharge and subordination of this Indenture.

Section 3.04. Subordination. The Issuer, the Purchaser and the Depositary acknowledge that the Security Beneficiary (as defined in the Lease) holds a prior lien on and security interest in the Leased Property pursuant to the Initial Financing Lien and the Issuer's interest in the Leased Property and the liens and security interests granted by and created in this Indenture in favor of the Issuer, the Purchaser or the Depositary are subordinate to the Initial Financing Lien, and to all renewals, modifications, consolidations, replacements and extensions of thereof. The Purchaser agrees to subordinate its rights as pledgee, assignee and secured party as provided in Section 3.01 to any financial institution, lender or other financing party providing all or any part of the Company Financing, from time to time, and to enter into agreements which the Company,

its parent, or any subsidiary or affiliate of the Company may reasonably request to evidence such subordination.

## ARTICLE IV - AUTHORIZATION, FORM, EXECUTION AND DELIVERY OF THE BONDS

Section 4.01. Authorization; Authorized Amount of Bonds. The Bonds are hereby authorized to be issued under this Indenture for the purpose of financing the Costs of the Project and secured by this Indenture. The Bonds will be initially issued as a single fully registered bond without coupons, in the principal amount not to exceed $150,000,000, numbered R-1. No bonds may be issued under this Indenture except in accordance with this Article. The total principal amount of the Bonds issued under this Indenture is expressly limited to $150,000,000. No additional bonds may be issued. The Bonds may be transferred only in accordance with the terms of this Indenture and the Bonds.

Section 4.02. Form of Bonds; Maturity. The Bonds will be in substantially the form of Exhibit A. The Bonds will be dated the date of the execution and delivery of this Indenture and the Lease and will bear interest on advances made pursuant to Section 4.04 from the respective dates of such advances on the aggregate unpaid principal amount of such advances at the rate of 2.50 % per annum. Interest will computed on the basis of a 360-day year consisting of twelve 30-day months. Accrued interest will be paid by the Company to the Purchaser on each Interest Payment Date. The Bonds will mature on December 1, 2049, and all unpaid principal of and interest on the Bonds is due and payable on such maturity date. The final payment of the principal of and interest on the Bonds shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of the Bonds. Payments of the principal of and interest on the Bonds prior to the final payment thereof shall be made to the person who is the registered owner thereof on such payment date by wire transfer of immediately available funds by the Company to such Purchaser at its address as it appears on the registration records kept by the Company. Alternative means of payment of principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

Section 4.03. Execution and Delivery. The Bonds will be signed by the Chair of the Board of the Issuer or the Vice Chair in the absence of the Chair, attested to by the Clerk of the Issuer or a deputy Clerk, acting in her absence, and delivered to the Purchaser on the date of the execution and delivery of this Indenture.

Section 4.04. Advances. Subject to the terms and conditions of the Bond Purchase Agreement, the Purchaser will purchase the Bonds upon the execution and delivery of this Indenture and will pay the purchase price of the Bonds as set forth in Section 2 of the Bond Purchase Agreement through the advances described in this Section 4.04. Prior to delivery by the Issuer to the Purchaser of the Bonds (issued as a single fully registered bond), the following will be filed with the Purchaser (i) a certified copy of the Bond Ordinance authorizing the issuance of the Bonds and the execution, delivery and performance of this Indenture and the Lease and (ii) original executed counterparts of the Bond Documents.

The Company will request advances by notice to the Purchaser and the Depositary in accordance with Section 6.02 of this Indenture. Promptly upon receipt of notice from the Company requesting an advance, the Purchaser will, so long as no Default has occurred and is continuing, pay the amount of the advance requested in such notice to the Depositary for deposit in the Acquisition Account; provided that the aggregate amount of such advances will not exceed $150,000,000. The records of the Depositary will be conclusive as to the aggregate amount of advances requested and made, absent manifest error. The Purchaser is authorized to endorse on the schedule attached to the Bonds the date and amount of each such advance. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of any of the Parties on or with respect to the Bonds.

Section 4.05. Application of Payments. Payments received by the Purchaser with respect to the redemption of all or any portion of the Bonds will be applied first to the principal amount to be redeemed and then to accrued interest on such principal amount. All other payments received by the Purchaser with respect to the Bonds will be applied first to accrued interest on and then to the unpaid principal of the Bonds. If such payments exceed accrued interest on and the unpaid principal of the Bonds, the Purchaser will pay such excess to the Company.

Section 4.06. Registration of the Bonds. The Company on behalf of the Issuer will maintain a registration book showing the name and address of the holder of the Bonds. Upon the Company's receipt of notice of the transfer of the Bonds in accordance with their terms, together with other required documentation, the Company will cause the registration book to reflect the name and address of the transferee, unless a trustee for bondholders is appointed as provided in this Indenture, in which event such trustee shall maintain such registration book.

The Bonds may be transferred by the Purchaser in whole, but not in part, in person or by duly authorized attorney, in the registration book of the Issuer but only upon (i) surrender of the Bonds, (ii) delivery of a written transfer instrument, and (iii) compliance with Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws as established to the satisfaction of the Issuer, and delivery to the Issuer and the Company of (A) an opinion from legal counsel experienced in securities laws matters, which counsel must be reasonably satisfactory to the Issuer, to the effect the transfer complies with the Securities Act and applicable state securities laws and (B) written representations from the transferee, in form and substance satisfactory to such legal counsel, necessary to establish such compliance. The Issuer agrees that it will cooperate in delivering a new bond certificate or certificates, registered in the name of the transferee. The person requesting the transfer will pay any tax or fee or other charge imposed on the transfer. The Issuer may deem and treat the person in whose name the Bonds are registered as the absolute owner thereof for the purpose of receiving payment and for all other purposes, and all such payments made to any such registered owner or upon its written order will be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums paid; and the Issuer will not be affected by any notice to the contrary.

Section 4.07. Ownership. The ownership of the Bonds shall be proved by the registration book maintained pursuant to Section 4.06 of this Indenture. Any request, demand, authorization, direction, notice, consent, waiver or other act of the holder of any of the Bonds shall bind every future holder of such Bonds and the holder of Bonds issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted

or suffered to be done by the Depositary or the Company in reliance thereon, whether or not notation of such action is made upon such Bonds.

Section 4.08. Lost, Stolen, Destroyed and Mutilated Bonds.. If the Issuer receives satisfactory evidence that the Bonds have been lost, stolen, destroyed or mutilated and receives satisfactory indemnity, then the Issuer will execute and deliver a new Bond. The applicant for a new Bond will pay any charges and expenses in connection with the issuance of the new Bond. A new Bond issued under this Section 406 will be an original contractual obligation of the Issuer and will be entitled to all of the benefits of this Indenture. The provisions of this Section 4.08 with respect to the replacement of the lost, stolen, destroyed or mutilated Bond are exclusive.

Section 4.09. Cancellation and Destruction of the Bonds by Issuer.. If the Bonds are delivered to the Company or the Issuer for cancellation, the Bonds will be cancelled immediately and burned or otherwise destroyed by the Issuer.

## ARTICLE V - REDEMPTION

Section 5.01. Redemption. If the Company gives notice to the Issuer, the Depositary and the Purchaser pursuant to Article VIII of the Lease that the Company has elected to cause redemption of the Bonds in whole or in part (provided that upon the redemption of the Bonds in part, not less than $25,000 in principal amount shall remain outstanding) and the Company pays the redemption price, all or such portion of the Bonds will be deemed redeemed by the Issuer on the date indicated in such notice at a redemption price equal to the principal amount to be redeemed plus accrued interest on such principal amount to the redemption date. If the Company redeems the Bonds in full before the Completion Date, any monies held in the Acquisition Account shall be returned to the Company.

Section 5.02. Payment of Redeemed Bonds. Upon the giving of notice of redemption as provided in Section 5.01, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price. Payment of the Redemption Price shall be made by the Company upon surrender of such Bonds. The expense of giving notice and any other expenses of redemption shall be paid by the Company. If there shall be called for redemption less than the principal amount of the Bonds, the Issuer shall execute and deliver upon surrender of such Bonds, and without charge to the registered owner thereof, at the option of the registered owner, registered Bonds of like Maturity Date to be issued in an aggregate amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered.

From and after the date fixed for redemption designated in such notice, notwithstanding that the Bonds so called for redemption in whole or in part shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of the Bonds or portions thereof so called for redemption, the Bonds thereof to be redeemed shall cease to be entitled to any lien, benefit or security under this Indenture, and the registered owner(s) thereof shall have no rights to such Bonds or portions thereof, except to receive payment of the Redemption Price thereof.

## ARTICLE VI - THE ACQUISITION ACCOUNT

Section 6.01. Creation; Deposits. A special account is hereby created with the Depositary and designated "Torrance County, New Mexico, Taxable Industrial Revenue Bonds

(Britton Storage Project) Series 2026 Acquisition Account" (the "Acquisition Account"). Any monies received by the Issuer or the Depositary on account of any advances under Section 4.04 will be deposited in the Acquisition Account. The monies in the Acquisition Account will be held by the Depositary and will, subject to the provisions of Sections 6.05 and 6.06, be applied to the payment of Costs of the Project and, pending such application, will be subject to a lien in favor of the Purchaser.

Section 6.02. Disbursements. The Depositary will make payments of Costs of the Project from the Acquisition Account, but only upon (i) receipt of sufficient monies from the Purchaser for deposit in the Acquisition Account; and (ii) receipt of a Requisition and Certificate in substantially the form of Exhibit B ("Requisition and Certificate"), signed by an Authorized Company Representative, stating to whom the payment is to be made, the general purpose for which the obligation to be paid was incurred, and that:

(a) obligations in the stated amounts were incurred for Costs of the Project and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(b) to the best knowledge of such Authorized Company Representative there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such Persons to receive payment of the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation; and

(c) with respect to any item for payment for labor or to contractors, builders or materialmen, (1) the obligations stated have been properly incurred, (2) to the best knowledge of such Authorized Company Representative, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (3) to the best knowledge of such Authorized Company Representative, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the Requisition and Certificate.

Section 6.03. Depositary May Rely on Requisitions. Each Requisition and Certificate received by the Depositary as conditions of payment from the Acquisition Account may be conclusively relied upon by the Depositary and will be retained by the Depositary, subject at all reasonable times to examination by the Issuer and other Parties and their respective agents and representatives. The Depositary shall have no duty or obligation to verify the content of any requisition or certificate.

Section 6.04. Status Reports. Within sixty (60) days after each January 31 (commencing January 31, 2027) occurring prior to the Completion Date and within sixty (60) days after the date of disbursement of all remaining monies in the Acquisition Account, if such disbursement occurs after the Completion Date, the Depositary will prepare and send to the Company and the Issuer a report describing any and all moneys and investments on deposit in the Acquisition Account as of such January 31, and all deposits into and disbursements from the Acquisition

Account, if any, during the twelve-month period ending on such January 31 or the date of such final disbursement, as applicable.

Section 6.05. Completion Date. Upon receipt of a certificate from the Company, in the form of Exhibit C signed by an Authorized Company Representative, establishing the Completion Date, the Depositary will, to the extent monies are available therefor, set aside the monies necessary for the payment of the Costs of the Project incurred by the Company but not then due or payable as set forth in such certificate and then will transfer any monies remaining in the Acquisition Account to the Company for use in connection with the Project or for payment of debt service on the Bonds (but the Depositary and the Issuer shall have no duty to inquire into or otherwise monitor, and shall not have any liability associated with, the Company's use of such monies). After all Costs of the Project have been paid, the Depositary's duties hereunder shall cease as set forth in Section 9.04(d).

Section 6.06. Payment on Acceleration. If the Purchaser declares the unpaid principal of and accrued interest on the Bonds to be immediately due and payable pursuant to Section 8.02, the Depositary, to the extent permitted by law, will promptly pay all monies then held for the credit of the Acquisition Account to the Purchaser for application to the unpaid principal of and accrued interest on the Bonds.

Section 6.07. Investments. Monies on deposit in the Acquisition Account will, at the written direction of an Authorized Company Representative, be invested and reinvested by the Depositary in short-term interest-bearing securities or funds, which are at the time authorized under the Act. Such investments will be deemed at all times to be a part of the Acquisition Account. Any interest accruing on any such investment and any profit realized from such investment will be credited to the Acquisition Account. Any loss resulting from any such investment will be charged to the Acquisition Account. The Depositary will use all reasonable efforts to sell at the best price obtainable or present for redemption any such investment when necessary in order to provide cash to meet any payment or transfer from the Acquisition Account. Neither the Depositary nor the Issuer will be liable or responsible for any loss resulting from any such investment or liquidation of any investment when required under the terms of this Indenture. The Depositary may make any such investment through its own or its affiliated bond or investment department, unless otherwise directed in writing by an Authorized Company Representative.

## ARTICLE VII - PARTICULAR COVENANTS AND PROVISIONS

Section 7.01. Payment of the Bonds; Bonds are Limited Obligations. Pursuant to the Lease, the Company is required to pay the principal of, interest on and redemption price of the Bonds at the times and in the amounts provided in Section 4.02 of this Indenture and in the Bonds, directly to the Purchaser. Except as otherwise provided in this Indenture, such principal, interest and redemption price are payable solely from the Basic Rent, which the Company will pay as provided in the Lease. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE BONDS. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THE BONDS WILL NEVER CONSTITUTE A DEBT OR

INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR LAWS OF THE STATE. THE BONDS WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

Section 7.02. Performance; Authority. The Issuer covenants that it will faithfully perform all covenants and agreements of the Issuer contained in this Indenture and in the Bonds. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including the Act, to issue the Bonds, to execute and deliver this Indenture, and to pledge the Revenues (but excluding Additional Payments and any amount for indemnification of the Issuer) described in this Indenture, and that it has taken all actions required on its part for the issuance of the Bonds, and for the execution and delivery of this Indenture, the Bond Purchase Agreement and the Lease.

Section 7.03. Obligations Under the Lease. The Issuer: (i) will perform all of its obligations under the Lease; (ii) will not execute or agree to any change, amendment or modification of or supplement to the Lease except by a supplement or an amendment duly executed by the Issuer and the Company with the written approval of the Purchaser; and (iii) will not agree to any abatement, reduction or diminution of the Basic Rent without the written approval of the Purchaser.

Notwithstanding the above paragraph, it is the intention of the Lease that the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in this Indenture for the Company's obligations under the Lease. As described in Section 3.01 and in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Lease, including the right to receive payments thereunder, but excluding the Reserved Rights.

Section 7.04. Office or Agency.. The Issuer will maintain an office or agency in the Town of Estancia, New Mexico, while the Bonds are outstanding and where demands with respect to this Indenture or the Bonds may be made. The office of the County Clerk of the Issuer will be such agency until further notice.

Section 7.05. Recording of Indenture, Supplemental Indentures and Other Documents.. The Company will cause this Indenture, the Leas, and all supplements or amendments to this Indenture, as well as all security instruments, financing statements, continuation statements and any other instruments as may be required, to be recorded and filed in such manner and places as required to fully preserve and protect the security of the Purchaser and the rights of the Depositary, including recording in the real estate records of the County Clerk of Torrance County, New Mexico. The Depositary and the Issuer will have no responsibility to make any such filings.

## ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. Defaults. Each of the following events is a "Default":

(a) Failure to pay any installment of principal of, interest on or redemption price of the Bonds when due and such failure continues for a period of five Business Days after notice from the Issuer or the Purchaser of such failure is received by the Company;

(b) An Event of Default under the Lease occurs and is continuing; or

(c) The Issuer fails to perform any other of its obligations under the Bonds or this Indenture for a period of thirty (30) days after receipt of notice of such failure from any of the other Parties.

Section 8.02. Acceleration. If a Default has occurred and is continuing, the Purchaser may by notice to the other Parties declare the then unpaid principal of and all accrued interest on the Bonds to be immediately due and payable. Upon such declaration the same will be immediately due and payable by the Company; provided, however, that the Purchaser, by written notice to the other Parties, may annul such declaration and cancel its effects and waive any such default if all reasonable charges and expenses of the Issuer and the Depositary and their agents and counsel shall have been paid or provided for.

Section 8.03. Issuer and Depositary Not Responsible. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default. Except as otherwise provided in the Lease, all rights and remedies arising from or related to any Default are the rights and remedies of the Purchaser; provided that, upon request of the Purchaser, the Issuer, if legally required, will cooperate with the Purchaser in the lawful enforcement of such rights and remedies under the Bond Documents upon receipt of indemnity satisfactory to the Issuer in the Issuer's sole discretion against any out-of-pocket cost, expense (including any reasonable counsel fees and expenses) or liability the Issuer may incur or suffer as a result of or in connection with such cooperation, subject to the provisions concerning the appointment of a trustee set forth in Article IX.

## ARTICLE IX - THE DEPOSITARY

Section 9.01. Acceptance of Duties. The Depositary accepts the duties imposed on it by this Indenture, but only on the following express terms and conditions:

(a) The Depositary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations will be read into this Indenture against the Depositary. Unless previously terminated by the Company, the Depositary's duties hereunder shall continue, subject to the provisions of Section 9.04, until the occurrence of the Completion Date and the disbursement of all moneys remaining on deposit in the Acquisition Account as provided in Section 6.05.

(b) In the absence of negligence or willful misconduct on its part, the Depositary may conclusively rely on certificates or notices furnished to the Depositary and conforming on their faces to the requirements of this Indenture or the Lease, as the case may be;

but if any such certificates or notices are specifically required to be furnished to the Depositary under this Indenture or the Lease, the Depositary will examine the same to determine whether they conform on their faces to the requirements of this Indenture or the Lease, as the case may be.

(c) No provision of this Indenture will be construed to relieve the Depositary from liability for its own negligence or willful misconduct.

(d) The Depositary may consult with counsel and other professionals and the advice of such counsel and other professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Depositary hereunder in good faith and in reliance thereon.

(e) The Depositary shall be under no obligation to take any action or exercise any right or power under this Indenture unless the Purchaser shall first have provided to the Depositary, its directors, officers, agents and employees, security or indemnity satisfactory to the Depositary against the reasonable fees, costs (including without limitation reasonable fees and expenses of attorneys), expenses and liabilities that might be incurred by the Depositary in connection therewith.

(f) The recitals contained herein and in the Bonds shall be taken as the statements of the Company, and the Depositary assumes no responsibility for their correctness. The Depositary makes no representations as to the validity or sufficiency of this Indenture or of the Bonds. The Depositary shall not be accountable for the use or application by the Issuer or the Company of the Bonds or the proceeds thereof.

(g) Money held by the Depositary in trust hereunder need not be segregated from other funds except to the extent required by law. The Depositary shall be under no liability for any interest on any money received by it hereunder except as otherwise provided in Section 6.07.

(h) None of the provisions contained in this Indenture shall require the Depositary to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 9.02. Compensation. The Company will pay to the Depositary its reasonable fees and charges and all of its reasonable expenses (including reasonable counsel fees and expenses) as Additional Payments in accordance with the Lease.

Section 9.03. Qualification. The Depositary must be an association or a corporation organized and doing business under the laws of the United States of America or of any state, be granted trust powers under such laws and be subject to supervision or examination by federal or state banking authorities. If at any time the Depositary ceases to be eligible in accordance with the provisions of this Section 9.03, it will resign immediately in the manner and with the effect specified in Section 9.04.

Section 9.04. Resignation and Removal.

(a) No resignation or removal of the Depositary and no appointment of a successor Depositary will become effective until the acceptance of appointment by the successor Depositary under Section 9.05.

(b) The Depositary may resign at any time by notice to the other Parties. If an instrument of acceptance by a successor Depositary has not been delivered to the retiring Depositary within thirty (30) days after the giving of such notice of resignation, the retiring Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary.

(c) The Depositary may be removed at any time by the Company by notice to the other Parties.

(d) The Depositary will be automatically removed on the occurrence of the later of (i) the Completion Date and the disbursement of all monies on deposit in the Acquisition Account as provided in Section 6.05 or (ii) the date on which the Company and Purchaser provide the Depositary written notice that no additional advances will be made as provided in Section 4.04 and the Depositary no longer holds funds for payment of Costs of the Project. No successor Depositary will thereafter be appointed and each reference to the Depositary in this Indenture and the Lease will thereafter be ineffective.

(e) If the Depositary resigns or is removed (except as provided in subsection (d) of this Section 9.04), the Company will promptly appoint a successor Depositary and give written notice of such appointment to the Issuer, the Purchaser and the retiring or removed Depositary.

Section 9.05. Successor Depositary.

(a) Every successor Depositary appointed under this Indenture will execute, acknowledge and deliver to its predecessor, and the other Parties an instrument accepting such appointment, and thereupon such successor Depositary, without any further act, will become fully vested with all the rights, and subject to all the obligations, of its predecessor; but such predecessor will, nevertheless, on the request of its successor, the Issuer, the Company or the Purchaser execute and deliver an instrument transferring to such successor Depositary all the rights of such predecessor under this Indenture. Every predecessor will deliver all property and monies held by it under this Indenture to its successor. The Issuer and the Purchaser will execute, acknowledge and deliver any instrument reasonably required by any successor Depositary to more fully and certainly vest in such Depositary the rights vested in the predecessor Depositary by this Indenture.

(b) Notwithstanding any of the foregoing provisions of this Article, any Person qualified to act as Depositary under this Indenture with or into which the Person acting as Depositary may be merged or consolidated, or to which all or substantially all of the corporate trust assets and business of such Person may be sold, will automatically become the successor Depositary.

Section 9.06. Indemnification. As an inducement to the Depositary to enter into this Indenture, the Company agrees to pay and to indemnify and hold harmless the Depositary, any person who "controls" the Depositary within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, director, official and employee of the Depositary (collectively called the "Indemnified Parties") from and against any and all claims, fines, penalties, damages, demands, expenses (including reasonable out-of-pocket and incidental expenses and legal fees, including the allocated costs and expenses of in-house counsel and legal staff) liabilities and losses of every kind, character and nature ("Losses") asserted by or on behalf of any person in connection with (i) the issuance, offering, sale, delivery, or remarketing of the Bonds, this Indenture and the Lease and the obligations imposed on the Depositary hereby and thereby; or the construction, acquisition, equipping, installation, operation, use, occupancy, maintenance, or ownership of the Leased Property; (ii) any written statements or representations made or given by the Company or any of its officers or employees to the Indemnified Parties, with respect to the Company, the Leased Property, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Leased Property; (iv) any loss or damage incurred by the Depositary as a result of violation by the Company of the provisions of Section 3.2 of the Lease, or arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, construction, acquisition, equipping and installation or sale of the Leased Property or any part thereof; and (v) the execution of and performance of its duties under this Indenture, to the extent not caused or occasioned by the negligence or willful misconduct of an Indemnified Party. The Company also covenants and agrees, at its expense, to pay, and to indemnify the Indemnified Parties from and against, all costs, reasonable attorney fees and expenses, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim, to the extent not caused or occasioned by the negligence or willful misconduct of such Indemnified Party. In addition to and not in limitation of the immediately preceding sentences, the Company agrees to indemnify and hold the Indemnified Parties harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnified Parties for following any instructions or other directions upon which the Depositary is authorized to rely pursuant to the terms of this Indenture or the Lease.

If any such suit, action or proceeding is brought against the Depositary or any other Indemnified Party, the Depositary or such Indemnified Party shall, within ten (10) days of being notified of such suit, action or proceeding against it, notify the Company, in writing, and the Company shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company and approved in writing by the Depositary or such Indemnified Party (provided that such approval by the Depositary or such Indemnified Party shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses of such counsel and the right of the Depositary or such Indemnified Party to participate in negotiations and to consent to settlement, which consent shall not be unreasonably withheld, conditioned or delayed. If the Depositary or such Indemnified Party is advised in a written opinion of counsel that is also addressed to the Company that there may be legal defenses available to the Depositary or such Indemnified Party which are adverse to or in conflict with those available to the Company, or that the defenses of the Depositary or such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume or cause the assumption of the defense of the Depositary or such Indemnified Party; however, the

Company shall be responsible for the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party in assuming its own defense, provided such counsel is approved in writing by the Company.

If the Company shall have failed to assume or cause the assumption of the defense of such suit, action or proceeding or to retain counsel reasonably satisfactory to the Depositary or any Indemnified Party, the reasonable fees and expenses of counsel retained by the Depositary or such Indemnified Party shall be paid by the Company. Notwithstanding, and in addition to, any of the foregoing, the Depositary or any Indemnified Party shall have the right to employ separate counsel with respect to any such claim or in any such suit, action or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Depositary or the Indemnified Party unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Company or if there be a final, unappealable judgment for the plaintiff in any such action, the Company agrees to indemnify and hold harmless the Indemnified Parties other than a judgment merely confirming a settlement entered into without the written consent of the Company.

The rights of the Depositary under such indemnification shall survive the payment in full of the Bonds, the discharge of this Indenture, or the resignation or removal of the Depositary or the termination of its duties under this Indenture.

## ARTICLE X - SUPPLEMENTS AND AMENDMENTS TO INDENTURE

This Indenture may be supplemented or amended only by one or more instruments executed by the Issuer, the Purchaser and the Depositary and consented to by the Company. The Issuer in its reasonable discretion may amend this Indenture as requested by the Company, its parent, or any subsidiary or affiliate of the Company or any financial institutional lender or other financing party providing all or any part of the Company Financing, from time to time, provided any such amendment is not inconsistent with the Bond Ordinance. The Depositary will execute any such proposed supplement or amendment on the request of the Purchaser unless the Depositary determines in good faith that its rights or obligations under this Indenture would be materially and adversely affected by such supplement or amendment. If the rights or obligations of the Depositary would be materially and adversely affected by such supplement or amendment, as determined in good faith by the Depositary, the Depositary will have no liability for its refusal to enter into such supplement or amendment. Notwithstanding the generality of the foregoing, if the Purchaser gives notice to the Issuer, the Depositary and the Company of the Purchaser's desire to have a trustee appointed for the benefit of the Purchaser, to the extent permitted by law, the Parties will cooperate in amending this Indenture to facilitate such appointment. Nothing herein is intended to require the Issuer to act in a fiduciary capacity and if the Purchaser transfers the Bonds in compliance with the conditions set forth in the Bonds and if circumstances arise which would so require, the Issuer has the right to request that a trustee be appointed by and at the expense of the Company and the Parties will cooperate in amending this Indenture to facilitate the making of such appointment.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.01. Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required by any of the Bond Documents to be executed, given or filed will be in writing and will be deemed to have been sufficiently given or filed for all purposes of the Bond Documents when delivered by hand delivery, by nationally recognized commercial courier service, or on the third Business Day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:
Torrance County, New Mexico
205 S. Ninth Street
P.O. Box 48
Estancia, NM 87016
Attention: County Manager

If to the Purchaser:
[PURCHASER]
c/o Exus Renewables North America
500 Marquette NW, Suite 260
Albuquerque, NM 87102
Email: brian.reindl@exus.us
With copy to outside counsel:
Kristofer A. Curtis: KAC@SUTINFIRM.COM
Eduardo A. Duffy: EAD@SUTINFIRM.COM

If to the Company:
Britton Storage, LLC
c/o Exus Renewables North America
500 Marquette NW, Suite 260
Albuquerque, NM 87102
Email: brian.reindl@exus.us
With copy to outside counsel:
Kristofer A. Curtis: KAC@SUTINFIRM.COM
Eduardo A. Duffy: EAD@SUTINFIRM.COM

If to the Depositary:
[DEPOSITARY]

Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 11.02. Remedies. No right or remedy conferred on any Party in any of the Bond Documents is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond Documents or by law. No delay or omission of any Party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time

to time and as often as the relevant Party may deem expedient. No waiver by any Party of any right or remedy with respect to any Default or Event of Default will extend to or affect any other existing or subsequent Default or Event of Default.

Section 11.03. Beneficiaries. Nothing in any of the Bond Documents expressed or implied is intended or is to be construed to confer upon any Person other than the Parties (and, in the case of Section 5.7 of the Lease and Section 9.06 only, the Indemnitees, and in the case of Section 5.10 of the Lease only, any entity entitled to receive a PILOT payment) any right, remedy or claim, legal or equitable.

Section 11.04. Severability. If any section, paragraph, clause or provision of this Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Indenture.

Section 11.05. Obligations of Issuer Not Obligations of Officials Individually. All obligations of the Issuer under the Bond Documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond Documents or the Bonds will be deemed to be an obligation of any present or future officer (including, without limitation, any member of the Board) or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 11.06. Payments Due on Days That Are Not Business Days. If the date for any payment called for under any of the Bond Documents or the Bonds is not a Business Day, then such payment will be made on the next Business Day and no interest on such payment will accrue for the period after such date.

Section 11.07. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11.08. Applicable Law. This Indenture will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws or rules of any other jurisdiction.

Section 11.09. Survival. The provisions of Sections 9.01 and 9.02 of this Indenture shall survive payment of the Bonds and expiration or earlier termination of this Indenture.

Section 11.10. No Violation of Public Policies Regarding Indemnity. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure or defend another party (including such other party's employees or agents) contained herein or in any related documents is found to be within the scope of Section 56-7-1 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-1 NMSA 1978, as amended from time to time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not

extend to liability, claims, damages, losses or expenses, including attorney fees and expenses, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required by the provisions of Section 56-7-1(B) NMSA 1978, as amended from time to time. Further, notwithstanding any other term or condition of this Indenture, to the extent, if at all, that any agreement, covenant or promise to indemnify another party (including such party's employees or agents) contained herein or in any related documents, is found to be within the scope of Section 56-7-2 NMSA 1978, as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of Section 56-7-2 NMSA 1978, as amended from time to time, for its enforceability, then regardless of whether it makes reference to this or any other limitation provision, such agreement is not intended to, and it does not, indemnify such indemnitee against loss or liability for damages arising from:

(a) the sole or concurrent negligence of such indemnitee or the agents or employees of such indemnitee;

(b) the sole or concurrent negligence of an independent contractor who is directly responsible to such indemnitee; or

(c) an accident that occurs in operations carried on at the direction or under the supervision of such indemnitee, an employee or representative of such indemnitee, or in accordance with methods and means specified by such indemnitee or the employees or representatives of such indemnitee.

Section 11.11. Non-Merger. The provisions of this Indenture shall survive the conveyance of the Leased Property to the Issuer, the reconveyance of the Leased Property to the Company, and all other performances hereunder, and shall not be deemed merged in any bill of sale or other instrument or document delivered hereunder.

Section 11.12. No Waiver. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the others any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 11.13. Annual Certificate. The Company will furnish the Issuer, the Purchaser and the Depositary (until its duties cease pursuant to Section 9.04(d) of this Indenture), on or before the anniversary of the date of the Lease of each year while the Bonds are outstanding, commencing December 1, 2027, a certificate of the Company signed by an Authorized Company Representative stating that the Company has made a review of its activities during the preceding calendar year for the purpose of determining whether or not the Company has complied with all of the terms, provisions and conditions of the Lease and the Company has, to the best of its knowledge, kept, observed, performed, and fulfilled each and every covenant, provision and condition of the Lease on its part to be performed and is not in default in the performance or

observance of any of the terms, covenants, provisions or conditions hereof, or if the Company will be in default, such certificate will specify all such defaults and the nature thereof.

Section 11.14. Representations. Each of the Purchaser and the Company hereby represents and warrants, as to itself, that this Indenture has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation.

(Signature Pages Follow)

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair of the Board of County Commissioners

(SEAL)

Attest:

_____
County Clerk

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

The foregoing instrument was acknowledged before me on _____, 2026, by Ryan Schwebach, Chair of the Board of County Commissioners of Torrance County, New Mexico.

_____
Notary Public

My commission expires:

–

[PURCHASER]

By:_____

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

The foregoing instrument was acknowledged before me on _____, 2026, by _____, _____ of [PURCHASER], a Delaware limited liability company.

_____
Notary Public

My commission expires:

_____

BRITTON STORAGE~~,~~ LLC,

By:_____

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

The foregoing instrument was acknowledged before me on _____, 2026, by _____, _____ of Britton Storage~~,~~ LLC, a Delaware limited liability company.

_____
Notary Public

My commission expires:

[DEPOSITARY], as Depositary

By:_____
Vice President & Trust Officer

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

The foregoing instrument was acknowledged before me on _____, 2026, by [NAME], as Vice President & Trust Officer of [DEPOSITARY], a national banking association.

_____
Notary Public

My commission expires:

_____

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW AND IS TRANSFERABLE ONLY UPON COMPLIANCE WITH THE INDENTURE, PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS APPLICABLE TO THE TRANSFER AT THE TIME OF THE TRANSFER.

No. R-1

Up to $150,000,000

United States of America
State of New Mexico

Torrance County, New Mexico
Taxable Industrial Revenue Bond
(Britton Storage Project)
Series 2026

| MATURITY DATE | INTEREST RATE | ISSUE DATE |
|---|---|---|
| December 1, 2049 | 2.50 % per annum | December 1, 2026 |

TORRANCE COUNTY, NEW MEXICO, a county and political subdivision existing under the Constitution and laws of the State of New Mexico (the "Issuer"), for value received, promises to pay, solely from the source described below, to [PURCHASER], a Delaware limited liability company (together with its successors and assigns, and transferees as permitted below, the "Purchaser"), on the Maturity Date specified above, ONE HUNDRED FIFTY MILLION DOLLARS (subject to prior optional redemption as described below) or so much of such amount as has been advanced by the Purchaser and is outstanding and to pay, solely from such source, to the Purchaser under the Indenture as shown on the records of BRITTON STORAGE~~,~~ LLC, a Delaware limited liability company (together with its successors and assigns, the "Company"), on the relevant payment date, interest on principal amounts advanced with respect to this Bond from the dates of such advances at the Interest Rate specified above (computed on the basis of a 360-day year consisting of twelve 30-day months) until payment of such principal amount. Such interest is payable annually on December 1, beginning December 1, 2027. All unpaid principal and interest on this Bond is due and payable on the Maturity Date. The final payment of the principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the Company, upon presentation and surrender of this Bond. Payments of the principal of and interest on this Bond prior to the final payment hereof shall be made to the Purchaser on such payment date by wire transfer of immediately available funds by the Company to the Purchaser. Alternative means of payment of

principal and interest may be used if mutually agreed upon between the Purchaser and the Company. All such payments shall be made in lawful money of the United States of America.

This Bond is issued under and pursuant to the Constitution and laws of the State of New Mexico, particularly Sections 4-59-1 to 4-59-16 NMSA 1978, as amended, and pursuant to Ordinance No. 2026-__ duly adopted by the Issuer. Proceeds of this Bond will be used to finance the construction, acquisition, equipping and installation of improvements for a battery energy storage facility located within the boundaries of Torrance County, New Mexico (the "Project").

The principal of, interest on and redemption price of this Bond are payable solely from the Basic Rent derived by the Issuer from the Lease Agreement dated as of December 1, 2026 (the "Lease") between the Issuer and the Company, which Lease relates to the Project, and which Basic Rent (as defined in the Lease) payable thereunder has been pledged and assigned by the Issuer to the Purchaser under the Indenture dated as of December 1, 2026 (together with any amendments and supplements, the "Indenture") among the Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary").

Reference is made to the Indenture and the Lease for the provisions, among others, with respect to the custody and application of the proceeds of the sale of this Bond, the collection and disposition of income and other revenues, the transfer of this Bond, a description of the account charged with and pledged to the payment of the principal of, interest on and redemption price of this Bond, the nature and extent of the security, the terms and conditions under which this Bond is issued and the amounts that are to be advanced with respect to this Bond by the Purchaser, and the rights, duties and obligations of the Issuer, the Company, the Purchaser and the Depositary. By accepting this Bond, the holder accepts and undertakes to perform all of the obligations of the Purchaser.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW MEXICO OR OF ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THIS BOND. THE PRINCIPAL OF, INTEREST ON AND REDEMPTION PRICE OF THIS BOND WILL NEVER CONSTITUTE A DEBT OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE CONSTITUTION OR STATUTES OF THE STATE OF NEW MEXICO. THIS BOND WILL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF NEW MEXICO, ANY OF ITS POLITICAL SUBDIVISIONS OR OF THE ISSUER OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWERS.

This Bond may be called for redemption, as provided in the Indenture, at the option of the Company as a whole or in part (provided that upon the redemption of the Bond in part, not less than $25,000 in principal amount shall remain outstanding) on any date selected by the Company, at a redemption price equal to the principal amount to be redeemed plus interest accrued on such principal amount to the redemption date.

Upon any partial prior redemption of this Bond, the Purchaser shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Company prior to payment.

If a Default (as defined in the Indenture) occurs, the Purchaser may cause the then unpaid principal amount of this Bond and all accrued interest to be immediately due and payable as provided in the Indenture. Neither the Issuer nor the Depositary has any responsibility to act on behalf of the Purchaser with respect to any Default.

The Purchaser is authorized to endorse on the schedule attached to this Bond the date and amount of each advance by the Purchaser pursuant to Section 4.04 of the Indenture. Failure to make any such endorsement or any error in such endorsement will not affect the rights or obligations of the Issuer, the Company or the Purchaser.

This Bond may be transferred in whole but not in part. NOTWITHSTANDING ANY PROVISION OF THIS BOND TO THE CONTRARY, NEITHER THIS BOND NOR ANY INTEREST IN THIS BOND MAY BE, DIRECTLY OR INDIRECTLY, OFFERED, SOLD, HYPOTHECATED, ENCUMBERED OR OTHERWISE TRANSFERRED OR DISPOSED OF (INDIVIDUALLY AND COLLECTIVELY, A "TRANSFER") EXCEPT IN COMPLIANCE WITH SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE STATE SECURITIES LAWS, AND ANY SUCH PURPORTED TRANSFER OF THIS BOND WILL NOT BE EFFECTIVE UNLESS THE TRANSFEROR PROVIDES TO THE ISSUER AND THE COMPANY (A) AN OPINION, FROM LEGAL COUNSEL EXPERIENCED IN SECURITIES LAWS MATTERS, WHICH COUNSEL MUST BE SATISFACTORY TO THE ISSUER, TO THE EFFECT THE TRANSFER COMPLIES WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (B) WRITTEN REPRESENTATIONS FROM THE TRANSFEREE, IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, NECESSARY TO ESTABLISH SUCH COMPLIANCE.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture have happened, exist and have been performed as so required.

The validity, construction and performance of this Bond are governed by the law of the State of New Mexico applicable to agreements made and to be performed in the State of New Mexico.

(Remaining Left Blank)

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chair of its Board of County Commissioners and its seal to be affixed hereto and attested by its County Clerk.

TORRANCE COUNTY, NEW MEXICO

(SEAL)

By:_____
Chair of the Board of County Commissioners

Attest:

_____
County Clerk

PRINCIPAL ADVANCE PANEL

| Date | Amount of Advance | Aggregate Principal Amount of Bond | Notation Made By |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been prepaid in accordance with the terms of the Indenture.

| Date of Prepayment | Principal Prepaid | Notation Made By |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT B

REQUISITION AND CERTIFICATE

To: [DEPOSITARY], as Depositary

The undersigned, pursuant to the Indenture dated as of December 1, 2026 (the "Indenture"), among Torrance County, New Mexico (the "Issuer"), [PURCHASER], (the "Purchaser"), Britton Storage~~,~~ LLC (together with its successors and assigns, the "Company") and [DEPOSITARY], as Depositary, requests on behalf of the Company the disbursement of $_____ from the Acquisition Account (as defined in the Indenture) to pay the following costs and expenses related to the Project (as defined in the Indenture) or to the issuance of the Bonds (as defined in the Indenture):

| Amount | General Classification Of Expenditure | Payee |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total: $ | | |

The undersigned certifies that:

(1) obligations in the stated amounts were incurred for Costs of the Project (as defined in the Indenture) and are due and payable (or, if the Company is indicated as the payee, were duly paid by the Company) and that each item is a proper charge against the Acquisition Account and has not been the subject of a previous withdrawal from the Acquisition Account;

(2) to the best knowledge of the undersigned there has not been filed with or served upon the Issuer or the Company notice of any lien, right or attachment upon, or claim affecting the right of any such payee to receive payment of, the respective amounts stated in such requisition which has not been released or will not be released simultaneously with the payment of such obligation;

(3) with respect to any item for payment for labor or to contractors, builders or materialmen, (i) the obligations stated have been properly incurred, (ii) to the best knowledge of the undersigned, such work was actually performed or such materials or supplies were actually furnished or installed in or about the Project, and (iii) to the best knowledge of the undersigned, either such materials or supplies are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this requisition; and

(4) upon payment of such Costs of the Project for the Leased Property (as defined in the Indenture) described above, the Company will take all actions necessary to transfer to the Issuer legal title to the relevant portion of the Leased Property prior to or simultaneously with each applicable advance under the Bonds.

DATED: _____, 20___.

_____
Authorized Company Representative

EXHIBIT C

COMPLETION CERTIFICATE

The undersigned Authorized Company Representative, pursuant to Section 6.05 of the Indenture dated as of December 1, 2026 (the "Indenture"), among Torrance County, New Mexico, [PURCHASER] (the "Purchaser"), Britton Storage~~,~~ LLC (together with its successors and assigns, the "Company") and [DEPOSITARY], as Depositary, states that, except for specified amounts remaining in the Acquisition Account for any Costs of the Project shown below incurred by the Company but not now due and payable, the Project is complete and all costs of labor, services, materials and supplies in connection with the Project have been paid for or provisions have been made for their payment. After the transfer of remaining monies in the Acquisition Account to the Company pursuant to Section 6.05 of the Indenture, the Company will have sole responsibility for the payment of any Costs of the Project in excess of the amount specified to be retained in the Acquisition Account. Capitalized terms used in this certificate shall have the meanings assigned thereto in the Indenture.

Costs of the Project Not Yet Due and Payable

| Amount | For |
|---|---|
| $ | |
| | |
| $ | |
| | |
| $ | |
| | |
| $ | |
| | |

DATED: _____

_____
Authorized Company Representative

57772806.1

| Summary report:<br>Litera Compare for Word 11.8.0.56 Document comparison done on 11/3/2026 8:23:43 PM | |
|---|---|
| **Style name:** TaftStandard | |
| **Intelligent Table Comparison:** Active | |
| **Original DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536347/8 | |
| **Modified DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536347/9 | |
| **Changes:** | |
| Add | 35 |
| ~~Delete~~ | 36 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 0 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 71 |

**TORRANCE COUNTY, NEW MEXICO**

**BRITTON STORAGE LLC**

**and**

**[PURCHASER]**

---

# BOND PURCHASE AGREEMENT

---

**Dated as of December 1, 2026**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

# BOND PURCHASE AGREEMENT

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision (the "Issuer"), [PURCHASER], a Delaware limited liability company (together with its successors, assigns and transferees, the "Purchaser"), and BRITTON STORAGE LLC, a Delaware limited liability company (together with its successors and assigns, the "Company") agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary"), have entered into an Indenture dated as of December 1, 2026 (the "Indenture"). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 in the maximum principal amount of $150,000,000 (the "Bonds"). Proceeds of the Bonds will be used to finance the costs of constructing, acquiring, equipping and installing improvements for a battery energy storage facility located in Torrance County, New Mexico (the "Project"). Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Indenture and in the Lease Agreement dated as of December 1, 2026 (the "Lease" and together with the Indenture and this Bond Purchase Agreement, the "Bond Documents") between the Issuer and the Company.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Bond Purchase Agreement (this "Bond Purchase Agreement") and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser agrees to purchase the Bonds from the Issuer and the Issuer agrees to sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser agrees to make advances on the Bonds at the times and under the conditions specified in Section 4.04 of the Indenture up to an aggregate principal amount of $150,000,000. The Issuer will deliver the Bonds to the Purchaser at or prior to 10:00 a.m., Mountain Time, on December 1, 2026 , or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Bond Purchase Agreement:

(a) Each of the representations of the Issuer in the Lease and the Indenture is true and correct as if made on and as of the date of this Bond Purchase Agreement.

(b) Pursuant to an ordinance duly adopted by the Board of County Commissioners of the Issuer on November 12, 2026 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance is in full force and effect and has not been amended, modified or repealed.

(c) The Issuer is duly authorized under the Constitution and laws of the State of New Mexico (the "State") to issue the Bonds and to execute, deliver and perform its obligations under the Bond Documents and the Bonds, to pledge the security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the performance of its obligations under, the Bond Documents and the Bonds have been duly and effectively taken; at or

prior to the Closing Date, the Bond Documents shall be executed and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, and based on the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, the Bond Documents shall be legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and shall be executed and delivered by the authorized officers of the Issuer; and based upon the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, the Bonds, when issued, delivered and paid for as herein provided, shall constitute the legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the Issuer's knowledge and belief, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or threatened against or affecting it wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way raises any question concerning the validity of the Bonds or the Bond Documents, nor to the best knowledge and belief of the Issuer is there any basis therefor.

(e) To the Issuer's knowledge and belief and without having undertaken any specific investigation, the execution, delivery and performance by the Issuer of the Bond Documents and the Bonds do not and will not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition and operation of the Project, as to which no representation or warranty or covenant is made).

(f) The statements contained in any certificate provided under this Bond Purchase Agreement and signed and delivered to the Purchaser by any authorized official of the Issuer will be deemed a representation and warranty by the Issuer to the Purchaser.

Section 4. Company Representations. The Company represents that, as of the date of this Bond Purchase Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in the State and has or will obtain at the necessary time, all necessary licenses and permits to lease

and operate the Project. To the Company's knowledge and belief, the Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Leased Property. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents.

(b) The approval by the Company of the Bond Documents and the execution, delivery and performance of its obligations under the Bond Documents, compliance by the Company with the provisions hereof and of any and all of the foregoing documents, the application by the Company of the proceeds of the sale of the Bonds for the purposes described in the Indenture, and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the organizational documents or operating agreement of the Company or any material agreement, indenture, mortgage, lease or instrument to which the Company is a party or by which the Company or any of its property is or may be bound or, to the Company's knowledge, any existing law or court or administrative regulation, decree or order which is applicable to the Company or any of its property, and do not and will not result in the creation or imposition of any lien of any nature upon any of the property of the Company, except for Permitted Liens.

(c) To the Company's knowledge and belief, no "Default," "Event of Default" or event which, with notice or lapse of time or both, would constitute a "Default" or an "Event of Default" under the Bond Documents has occurred and is continuing.

(d) The Company has duly authorized all necessary action to be taken by it for (i) the issuance and delivery of the Bonds by the Issuer upon the terms and conditions and for the uses set forth or described herein and in the Indenture; (ii) the approval of the Bond Documents; and (iii) the execution, delivery or receipt of and the performance, as applicable, of its obligations under the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the Company in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(e) The Company will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture and the Lease.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the knowledge and belief of the Company, threatened against or affecting the Company or its properties wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or (ii) the validity or enforceability in accordance with their respective terms of the Bond Documents.

(g) On or before the Closing Date, the Company will approve, execute and deliver the Bond Documents. This Bond Purchase Agreement is, and when executed and delivered the other Bond Documents will be, the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) To the knowledge and belief of the Company, all approvals, consents, authorizations, certifications, and other orders of any government authority, board, agency or commission having jurisdiction, and all filings with such entities, failure to obtain or make which would materially adversely affect the performance by the Company of its obligations hereunder or under the Bond Documents, have been duly obtained. All permits and approvals required for the acquisition and operation of the Project have been obtained or will be obtained in due course.

(i) Any certificate signed by an authorized officer of the Company delivered to the Issuer or the Purchaser in connection with the issuance of the Bonds will be deemed a representation and warranty by the Company to the Issuer and the Purchaser as to the statements made therein.

Section 5. Purchaser Representations. The Purchaser represents that, as of the date of this Bond Purchase Agreement:

(a) The Purchaser is a [limited liability company] duly organized and validly existing and in good standing under the laws of the State of [Delaware]. The Purchaser has full right, power and authority to approve, enter into, deliver and perform its obligations under the Bond Documents to which it is a party.

(b) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds and subject to the requirements of the Indenture, particularly Section 4.06 thereof and the Bond form attached thereto as Exhibit A.

(c) The Purchaser understands that the Bonds are special, limited, and not general, obligations of the Issuer, are payable solely from the Basic Rent received by the Purchaser on behalf of the Issuer under the Lease and from the security therefor as described in the Indenture but from no other sources. It understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that the payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(d) The Purchaser understands that, pursuant to the terms of the Lease, the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under the Lease. As described in Section 6.1 of the

Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Basic Rent under the Lease.

(e) The Purchaser has received copies of financial statements of the Company, has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position and the Project as it deems necessary in making its decision to purchase the Bonds.

(f) The Purchaser is duly and legally authorized to purchase the Bonds, has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(g) The Purchaser understands that the Issuer has not undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser, for itself and for any subsequent holder of the Bonds, waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, sale or resale of the Bonds to or by the Purchaser or in connection with any statement or representation which induced the Purchaser to purchase the Bonds.

(h) The Purchaser has received and reviewed copies in draft and final form of the Bond Documents and the Bond Ordinance.

(i) At or prior to the Closing Date, the Purchaser shall duly execute and deliver this Bond Purchase Agreement and the Indenture and assuming the due authorization and execution thereof by the other parties thereto, this Bond Purchase Agreement and the Indenture will constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(j) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (A) the Securities Act of 1933, as amended, or (B) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond certificates or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as

amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and the terms of the Bonds.

(k) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which: (i) the Bonds are offered and sold as a unit; (ii) a general solicitation or general advertisement of the purchase transactions was not made; and (iii) a commission or remuneration is not given, directly or indirectly, to a person not registered pursuant to the New Mexico Uniform Securities Act as a broker-dealer or its agent.

(l) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser will not constitute a default under any other material agreement by which the Purchaser is bound.

Section 6. Indemnification.

(a) The Company and the Purchaser agree to indemnify, jointly and severally, defend and hold harmless all officials, commissioners, officers and employees of the Issuer and each person, if any, who has the power to direct or cause the direction of the management and policies of the Issuer (the "Indemnified Parties") against any and all losses, claims, damages, liabilities, joint or several, or any expenses related thereto whatsoever arising out of or in connection with or caused by any pledge, offering, sale, resale or delivery of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement made by Company or the Purchaser to any person or caused by an omission or alleged omission by Company or Purchaser in connection with the Bonds or the pledge, offering, sale, resale or delivery thereof, except to the extent such indemnity shall be violative of public policy.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser in writing, and the Company or the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company or the Purchaser and approved in writing by the Issuer (provided that such approval by the Issuer shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses and the right to participate in negotiations and to consent to settlement. If any Indemnified Party is advised in a written opinion of counsel, which is also addressed to the Company or the Purchaser, that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company or the Purchaser, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company and the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company and/or the Purchaser shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company or the Purchaser (which approval by the Company or the Purchaser shall not be unreasonably withheld, conditioned or delayed). If the Company and/or the Purchaser shall

have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer or in the event it is determined the defense of such Indemnified Party should be handled by separate counsel within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company and/or the Purchaser. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized in writing by the Company or the Purchaser. The Company or the Purchaser shall not be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company or the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The covenants and agreements of the Company and the Purchaser herein contained shall survive the delivery of the Bonds.

(b) The Company and the Purchaser will not be obligated to indemnify the Issuer or any of the Indemnified Parties under subsection (a) if a court with competent jurisdiction finds that the liability in question was caused by the willful misconduct or gross negligence of the Issuer or one or more of the involved Indemnified Parties.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Bond Purchase Agreement will be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the

Issuer and the Company will have been taken, and the Issuer and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(1) the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, substantially in the form set forth in Exhibit A;

(2) the opinion of Sutin, Thayer & Browne, P.C., New Mexico counsel to the Company and the Purchaser substantially in the form of Exhibit B;

(3) the opinion of the County Attorney of the Issuer, substantially in the form set forth in Exhibit C;

(4) a certificate of and with reference to the Issuer signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(5) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(6) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in subsections (a) and (d) of this Section 7; and

(7) a certificate of the Depositary signed by a duly authorized officer of the Depositary, to the effect that (A) he or she is an authorized officer of the Depositary; (B) the Indenture has been duly executed and delivered by the Depositary; (C) the Depositary has all necessary corporate powers required to execute and deliver, and to perform its obligations under, the Indenture; and (D) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound.

If any conditions to the obligations of the Purchaser or the Issuer under this Bond Purchase Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser and the Issuer, (x) the Closing

Date will be postponed for such period, not to exceed seven days, as may be necessary for such conditions to be satisfied, or (y) the obligations of the Purchaser and the Issuer under this Bond Purchase Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Bond Purchase Agreement; provided however that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer.

Section 8. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Company and the Purchaser and their respective officers set forth in or made pursuant to this Bond Purchase Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of any other jurisdiction.

Section 10. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11. Severability. If any section, paragraph, clause or provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Purchase Agreement.

Section 12. Incorporation of Indenture Provisions. Each of the provisions of Sections 11.01, 11.02, 11.03, 11.05, 11.06, and 11.10 of the Indenture is incorporated in this Bond Purchase Agreement.

(*Remainder of page intentionally left blank*)

**IN WITNESS WHEREOF**, the Issuer, the Company and the Purchaser have caused this Bond Purchase Agreement to be executed by their duly authorized officers, as of the day and year first above written

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair, Board of County Commissioners

[PURCHASER]

By:_____

BRITTON STORAGE LLC

By:_____

EXHIBIT A

Opinion of Taft Stettinius & Hollister LLP,

Bond Counsel

[Letterhead of Bond Counsel]

December __, 2026

Torrance County, New Mexico
205 Ninth Street/P.O. Box 48
Estancia, New Mexico 87016

$150,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(Britton Storage Project)
Series 2026

Ladies and Gentlemen:

We have acted as bond counsel to Torrance County (the "County"), in the State of New Mexico in connection with its issuance of the above-captioned bonds (the "Bonds") in the maximum aggregate principal amount of $150,000,000, issued and secured pursuant to Ordinance No. [___] adopted by the Board of County Commissioners of the County on November 12, 2026, and an Indenture dated as of December 1, 2026 (the "Indenture") among the County, [PURCHASER] (the "Purchaser"), Britton Storage LLC (the "Company"), and [DEPOSITARY], as depositary (the "Depositary"). In such capacity, we have examined the County's certified proceedings and such other documents and such law of the State of New Mexico and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Indenture.

The proceeds of the Bonds will be used by the County to finance the cost of the Project, as defined in the Lease Agreement dated as of December 1, 2026 (the "Lease") between the County and the Company, for the benefit of the Company. The Bonds and the interest thereon are payable solely out of the lease payments to be made by the Company to the County under the Lease, except to the extent otherwise provided in the Lease and the Indenture.

Regarding questions of fact material to our opinions, we have relied upon the County's certified proceedings and other representations and certifications of officials of the

County, the Company, the Purchaser, the Depositary, public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon such examination, and assuming there are no changes in applicable law after the date hereof and assuming continuous compliance with the covenants and the continued accuracy of the representations contained in the County's certified proceedings, and in other certifications furnished to us, it is our opinion as bond counsel that:

The County is a county validly organized and existing under the laws of the State of New Mexico. Pursuant to the County Industrial Revenue Bond Act, Sections 4-59-1 through 4-59-16, NMSA 1978, as amended (the "Act"), and the proceedings of the County, the County has full authority and power to issue and sell the Bonds, to execute and deliver and perform its obligations under the Indenture, the Lease, the Bond Purchase Agreement and the Bonds and the other documents to which it is a party.

1. The Bonds have been duly authorized by the County, duly executed and delivered by authorized officials of the County, all in accordance with the Act, and are valid and binding, special, limited obligations of the County; however, the County has not pledged its faith and credit to the payment of the interest on or principal of the Bonds, and the Bonds are payable solely out of the revenues and assets pledged therefor pursuant to the Indenture, subject to the provisions of the Indenture permitting the use and application thereof for the purposes and on the terms and conditions set forth in the Indenture. Except as described in this paragraph, we express no opinion regarding the priority of the lien on the revenues and assets pledged therefor or on the funds and accounts created by the Indenture.

2. The Indenture, the Lease, and the Bond Purchase Agreement have been duly authorized by the County, duly executed and delivered by authorized officials of the County and (assuming due authorization, execution and delivery by the other parties thereto) constitute valid and binding obligations of the County enforceable in accordance with their respective terms.

3. Interest on the Bonds is included in gross income for federal income tax purposes.

4. Under laws of the State of New Mexico in effect as of the date hereof, interest on the Bonds is exempt from all taxation by New Mexico, or any subdivision of it.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the County incurred pursuant to the Bonds, the Indenture, the Lease, and the Bond Purchase Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

In rendering the foregoing opinions, we are not passing upon (i) the organization, existence or corporate status of the Company or the Purchaser, (ii) the power of the Company or the Purchaser to authorize, execute and deliver the Indenture, the Lease, or the Bond Purchase Agreement or any other project document, or to perform its obligations under any such instrument, or (iii) the due authorization, execution and delivery by, the binding effect upon and the enforceability against, the Company or the Purchaser of the Indenture, the Lease, or the Bond

Purchase Agreement or any other project document, or (iv) the security afforded by the Indenture or the Lease. We are also not passing upon title to the Leased Property (as defined in the Lease).

In this opinion letter issued in our capacity as bond counsel, we are passing only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer, sale or placement of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

EXHIBIT B

Opinion of Sutin, Thayer & Browne

New Mexico Counsel to the Company and the Purchaser

EXHIBIT C

Opinion of County Attorney

[Letterhead of Counsel to Issuer]

December __, 2026

Britton Storage LLC
c/o Exus Renewables North America
500 Marquette NW
Suite 260
Albuquerque, NM 87102
Attention: General Counsel

[PURCHASER]
c/o Exus Renewables North America
500 Marquette NW
Suite 260
Albuquerque, NM 87102
Attention: General Counsel

Torrance County, New Mexico
205 Ninth Street/P.O. Box 48
Estancia, New Mexico 87016

Taft Stettinius & Hollister LLP
6501 America's Parkway NE, Suite 600
Albuquerque, NM 87110

Ladies and Gentlemen:

I am the County Attorney for Torrance County, New Mexico (the "Issuer") in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bond (Britton Storage Project), Series 2026 in a maximum principal amount not to exceed $150,000,000 (the "Bonds").

For the purposes of the opinions expressed in this letter, I have examined the following documents:

A. Executed copies of the Issuer's Resolution No. 2026-02, establishing the Issuer's notice standards.

B. Copies of the letters from the Issuer to the Torrance County Assessor and each entity located within Torrance County, New Mexico (the "County") authorized to levy taxes on property in the County dated October 5, 2026, notifying such parties of the Issuer's intent to consider the Bond Ordinance (defined below).

C. The *Affidavits of Publication* attesting to the publication of the notice of meeting and intent to adopt the Bond Ordinance in the *Albuquerque Journal* on October 24, 2026, and in the *Mountainair Dispatch* on October 28, 2026.

D. An executed copy of Ordinance No. 2026-__ adopted by the Board of County Commissioners of the Issuer on November 12, 2026 (the "Bond Ordinance").

E. The *Affidavits of Publication* attesting to the publication of the notice of adoption of the Bond Ordinance in the *Albuquerque Journal* on November __, 2026, and in the *Mountainair Dispatch* on November __, 2026.

F. The Indenture dated as of December 1, 2026 among the Issuer, [PURCHASER] (the "Purchaser"), Britton Storage LLC (the "Company") and [DEPOSITARY] (the "Indenture").

G. The Lease Agreement dated as of December 1, 2026 between the Issuer and the Company (the "Lease").

H. The Bond Purchase Agreement dated December 1, 2026 among the Issuer, the Purchaser and the Company (the "Bond Purchase Agreement", and together with the Indenture and the Lease, the "Bond Documents").

I. Minutes from the Torrance County Board of County Commissioners meeting held on September 23, 2026.

J. Minutes from the Torrance County Board of County Commissioners meeting held on November 12, 2026.

K. The Issuer Certificate dated as of the date hereof and delivered by the Issuer in connection with the issuance of the Bonds.

In addition, I have examined such other records, documents, certificates, opinions and other matters as are in my judgment necessary or appropriate to enable me to render the opinions expressed herein.

Based on my review of the foregoing and the assumptions, qualifications and limitations contained in this opinion letter, it is my opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.

2. Ordinance No. 2026-__ (the "Bond Ordinance") was duly adopted by the Board of County Commissioners of the Issuer on November 12, 2026 in accordance with all applicable laws and has not been repealed or rescinded.

3. To my knowledge, and based solely upon my examination of the report of the records of the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico prepared by UCC Search, Inc. on [_____], no litigation is now pending before or in the Torrance County District Court or in the Federal District Court for the District of New Mexico or, to my knowledge, threatened against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

In giving the opinions contained in this letter, I have assumed without investigation:

A. the authenticity of all documents submitted to me as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to me as copies;

B. the truthfulness and accuracy of all factual (in no event legal) matters contained in the representations and warranties in the Bond Documents, the Issuer Certification Instrument, and in the certificates executed and delivered at closing by officials of the Issuer on the date of this letter;

C. that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the law of New Mexico are generally available (*i.e.*, in terms of access and distribution following publication or other release) to lawyers practicing in New Mexico, and are in a format that makes legal research reasonably feasible; and

D. that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not at issue unless a reported decision binding upon New Mexico courts has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

The opinions expressed in this letter are limited to the matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion letter is delivered to the addressees hereof in connection with the issuance of the Bonds, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without my prior written consent. I make no undertaking to supplement this opinion letter if facts or circumstances come to my attention or changes in the law occur after the date of this letter.

The foregoing opinions are limited to matters involving the laws of the State of New Mexico and the Issuer, and I do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

**TORRANCE COUNTY, NEW MEXICO**

**BRITTON STORAGE~~,~~ LLC**

**and**

**[PURCHASER]**

---

# BOND PURCHASE AGREEMENT

---

**Dated as of December 1, 2026**

**$150,000,000**
**Torrance County, New Mexico**
**Taxable Industrial Revenue Bonds**
**(Britton Storage Project)**
**Series 2026**

# BOND PURCHASE AGREEMENT

TORRANCE COUNTY, NEW MEXICO, a New Mexico county and political subdivision (the "Issuer"), [PURCHASER], a Delaware limited liability company (together with its successors, assigns and transferees, the "Purchaser"), and BRITTON STORAGE~~,~~ LLC, a Delaware limited liability company (together with its successors and assigns, the "Company") agree:

Section 1. Recitals. The Issuer, the Purchaser, the Company and [DEPOSITARY], as Depositary (the "Depositary"), have entered into an Indenture dated as of December 1, 2026 (the "Indenture"). Pursuant to the Indenture, the Issuer will issue its Taxable Industrial Revenue Bonds (Britton Storage Project) Series 2026 in the maximum principal amount of $150,000,000 (the "Bonds"). Proceeds of the Bonds will be used to finance the costs of constructing, acquiring, equipping and installing improvements for a battery energy storage facility located in Torrance County, New Mexico (the "Project"). Capitalized terms that are not otherwise defined herein shall have the meanings given to such terms in the Indenture and in the Lease Agreement dated as of December 1, 2026 (the "Lease" and together with the Indenture and this Bond Purchase Agreement, the "Bond Documents") between the Issuer and the Company.

Section 2. Purchase and Delivery. On the basis of the representations and covenants contained in this Bond Purchase Agreement (this "Bond Purchase Agreement") and subject to the terms and conditions contained in this Bond Purchase Agreement, the Purchaser agrees to purchase the Bonds from the Issuer and the Issuer agrees to sell the Bonds to the Purchaser. As consideration for the sale of the Bonds, the Purchaser agrees to make advances on the Bonds at the times and under the conditions specified in Section 4.04 of the Indenture up to an aggregate principal amount of $150,000,000. The Issuer will deliver the Bonds to the Purchaser at or prior to 10:00 a.m., Mountain Time, on December 1, 2026 , or at such other time thereafter as the Issuer, the Depositary and the Purchaser may agree (the "Closing Date").

Section 3. Issuer Representations. The Issuer represents that, as of the date of this Bond Purchase Agreement:

(a) Each of the representations of the Issuer in the Lease and the Indenture is true and correct as if made on and as of the date of this Bond Purchase Agreement.

(b) Pursuant to an ordinance duly adopted by the Board of County Commissioners of the Issuer on November 12, 2026 (the "Bond Ordinance"), the Issuer duly authorized and approved (i) the execution and delivery by the Issuer of the Bond Documents and the performance by the Issuer of its obligations under the Bond Documents, and (ii) the issuance, execution and delivery of the Bonds. The Bond Ordinance is in full force and effect and has not been amended, modified or repealed.

(c) The Issuer is duly authorized under the Constitution and laws of the State of New Mexico (the "State") to issue the Bonds and to execute, deliver and perform its obligations under the Bond Documents and the Bonds, to pledge the security described in the Indenture and pledged thereby in the manner and to the extent therein set forth; all actions required of the Issuer for the issuance of the Bonds and the execution and delivery of, and the

performance of its obligations under, the Bond Documents and the Bonds have been duly and effectively taken; at or prior to the Closing Date, the Bond Documents shall be executed and delivered by the Issuer and, assuming the due authorization and execution thereof by the other parties thereto, and based on the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, the Bond Documents shall be legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and shall be executed and delivered by the authorized officers of the Issuer; and based upon the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, the Bonds, when issued, delivered and paid for as herein provided, shall constitute the legal, valid and binding special, limited obligations of the Issuer, enforceable against the Issuer in accordance with their terms, except as may be limited by insolvency, bankruptcy, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

(d) To the Issuer's knowledge and belief, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body or other governmental authority pending, with respect to which the Issuer has received service of process, or threatened against or affecting it wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated by this Bond Purchase Agreement, or which in any way raises any question concerning the validity of the Bonds or the Bond Documents, nor to the best knowledge and belief of the Issuer is there any basis therefor.

(e) To the Issuer's knowledge and belief and without having undertaken any specific investigation, the execution, delivery and performance by the Issuer of the Bond Documents and the Bonds do not and will not violate any order, injunction, ruling or decree by which the Issuer is bound, and do not and will not constitute a breach of or a default under any agreement, indenture, mortgage, lease, note or other obligation, instrument or arrangement to which the Issuer is a party or by which the Issuer or any of its property is bound, or contravene or constitute a violation of any law, rule or regulation to which the Issuer or any of its property is subject, and no approval or other action by, or filing or registration with, any governmental authority or agency is required in connection therewith which has not been previously obtained or accomplished (except that the Issuer makes no representation as to compliance with state securities or "Blue Sky" laws or the securities laws of the United States and as to any permits, governmental permissions, including environmental clearances, rights and licenses as may be necessary for the acquisition and operation of the Project, as to which no representation or warranty or covenant is made).

(f) The statements contained in any certificate provided under this Bond Purchase Agreement and signed and delivered to the Purchaser by any authorized official of the Issuer will be deemed a representation and warranty by the Issuer to the Purchaser.

Section 4. Company Representations. The Company represents that, as of the date of this Bond Purchase Agreement:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do

business in the State and has or will obtain at the necessary time, all necessary licenses and permits to lease and operate the Project. To the Company's knowledge and belief, the Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Leased Property. The Company has full right, power and authority to execute, deliver and perform its obligations under the Bond Documents.

(b) The approval by the Company of the Bond Documents and the execution, delivery and performance of its obligations under the Bond Documents, compliance by the Company with the provisions hereof and of any and all of the foregoing documents, the application by the Company of the proceeds of the sale of the Bonds for the purposes described in the Indenture, and the consummation of the transactions contemplated herein do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, the organizational documents or operating agreement of the Company or any material agreement, indenture, mortgage, lease or instrument to which the Company is a party or by which the Company or any of its property is or may be bound or, to the Company's knowledge, any existing law or court or administrative regulation, decree or order which is applicable to the Company or any of its property, and do not and will not result in the creation or imposition of any lien of any nature upon any of the property of the Company, except for Permitted Liens.

(c) To the Company's knowledge and belief, no "Default," "Event of Default" or event which, with notice or lapse of time or both, would constitute a "Default" or an "Event of Default" under the Bond Documents has occurred and is continuing.

(d) The Company has duly authorized all necessary action to be taken by it for (i) the issuance and delivery of the Bonds by the Issuer upon the terms and conditions and for the uses set forth or described herein and in the Indenture; (ii) the approval of the Bond Documents; and (iii) the execution, delivery or receipt of and the performance, as applicable, of its obligations under the Bond Documents and any and all such other agreements and documents as may be required to be executed, delivered or received by the Company in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(e) The Company will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Bonds being applied in a manner other than as provided in the Indenture and the Lease.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any public board or body pending or, to the knowledge and belief of the Company, threatened against or affecting the Company or its properties wherein an unfavorable decision, ruling or finding would have a material adverse effect on (i) the transactions contemplated in this Bond Purchase Agreement or (ii) the validity or enforceability in accordance with their respective terms of the Bond Documents.

(g) On or before the Closing Date, the Company will approve, execute and deliver the Bond Documents. This Bond Purchase Agreement is, and when executed and delivered the other Bond Documents will be, the legal, valid and binding obligations of the

Company enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(h) To the knowledge and belief of the Company, all approvals, consents, authorizations, certifications, and other orders of any government authority, board, agency or commission having jurisdiction, and all filings with such entities, failure to obtain or make which would materially adversely affect the performance by the Company of its obligations hereunder or under the Bond Documents, have been duly obtained. All permits and approvals required for the acquisition and operation of the Project have been obtained or will be obtained in due course.

(i) Any certificate signed by an authorized officer of the Company delivered to the Issuer or the Purchaser in connection with the issuance of the Bonds will be deemed a representation and warranty by the Company to the Issuer and the Purchaser as to the statements made therein.

Section 5. Purchaser Representations. The Purchaser represents that, as of the date of this Bond Purchase Agreement:

(a) The Purchaser is a [limited liability company] duly organized and validly existing and in good standing under the laws of the State of [Delaware]. The Purchaser has full right, power and authority to approve, enter into, deliver and perform its obligations under the Bond Documents to which it is a party.

(b) The Purchaser is purchasing the Bonds for its own account for investment and with no present intention of distributing or reselling the Bonds or any interest in the Bonds but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the Bonds in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder, applicable state securities laws and regulations and the terms of the Bonds and subject to the requirements of the Indenture, particularly Section 4.06 thereof and the Bond form attached thereto as Exhibit A.

(c) The Purchaser understands that the Bonds are special, limited, and not general, obligations of the Issuer, are payable solely from the Basic Rent received by the Purchaser on behalf of the Issuer under the Lease and from the security therefor as described in the Indenture but from no other sources. It understands that the Bonds are not secured by any obligation or pledge of any monies received or to be received from taxation or from the State or any political subdivision or taxing district thereof (including, without implied limitation, the Issuer), and that the Bonds will never represent or constitute a general obligation, debt or bonded indebtedness of the Issuer, the State, or any political subdivision thereof, and that no right will exist to have taxes levied by the Issuer, the State, or any political subdivision thereof, for the payment of principal of, premium, if any, and interest on the Bonds. The Purchaser understands that the payment of the Bonds depends upon the general credit of the Company, and upon the security granted in the Indenture for the Company's obligations under the Lease.

(d) The Purchaser understands that, pursuant to the terms of the Lease, the Company shall make payments to the Purchaser for the account of the Issuer, in such amounts

and at such times as are necessary to make all payments of principal of, interest on and redemption price of the Bonds in accordance with the terms of the Bond Documents as and when due. The Purchaser will look only to the Company for payment of the Bonds and upon the security granted in the Indenture for the Company's obligations under the Lease. As described in Section 6.1 of the Lease, the Issuer will assign and pledge to the Purchaser all right, title and interest of the Issuer in and to the Basic Rent under the Lease.

(e) The Purchaser has received copies of financial statements of the Company, has been afforded the opportunity to discuss the business, assets and financial position of the Company with the officers, employees and auditors of the Company, and has received such information concerning the Company and its business, assets and financial position and the Project as it deems necessary in making its decision to purchase the Bonds.

(f) The Purchaser is duly and legally authorized to purchase the Bonds, has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of its purchase of the Bonds, is aware of the intended use of proceeds of the Bonds, and understands that interest on the Bonds is not excludable from gross income for federal income tax purposes.

(g) The Purchaser understands that the Issuer has not undertaken to furnish any information with respect to the Company or to ascertain the accuracy of any information furnished to the Purchaser with respect to the Company and the Purchaser has not requested or received any representations from the Issuer with respect to any such information, its accuracy or completeness. The Purchaser, for itself and for any subsequent holder of the Bonds, waives any requirement of due diligence in investigation or inquiry on the part of the Issuer, its officials, counsel, agents and consultants and all claims, actions or causes of action which the Purchaser may have from and after the date hereof against the Issuer, its officials, counsel, agents and consultants growing out of any such action which any of the foregoing took, or could have taken, in connection with the authorization, execution, delivery, sale or resale of the Bonds to or by the Purchaser or in connection with any statement or representation which induced the Purchaser to purchase the Bonds.

(h) The Purchaser has received and reviewed copies in draft and final form of the Bond Documents and the Bond Ordinance.

(i) At or prior to the Closing Date, the Purchaser shall duly execute and deliver this Bond Purchase Agreement and the Indenture and assuming the due authorization and execution thereof by the other parties thereto, this Bond Purchase Agreement and the Indenture will constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general principles of equity.

(j) The Purchaser has been informed by the Company and agrees that the Indenture has not been qualified under the Trust Indenture Act of 1939, and that the Bonds (i) are not being registered or otherwise qualified for sale under (A) the Securities Act of 1933, as amended, or (B) the "Blue Sky" laws and regulations of any state, (ii) will not be listed on any

stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will not be readily marketable. The Purchaser has been informed by the Company and agrees that a legend will be placed on the Bond certificates or any other documents evidencing ownership of the Bonds to the effect that they have not been registered under the Securities Act of 1933, as amended, or the applicable state "Blue Sky" laws and that they may only be transferred in compliance with the Indenture and the terms of the Bonds.

(k) The Purchaser acknowledges that its purchase of the Bonds constitutes a transaction in bonds secured by the Indenture which is, among other things, a personal property security agreement, pursuant to which: (i) the Bonds are offered and sold as a unit; (ii) a general solicitation or general advertisement of the purchase transactions was not made; and (iii) a commission or remuneration is not given, directly or indirectly, to a person not registered pursuant to the New Mexico Uniform Securities Act as a broker-dealer or its agent.

(l) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser will not constitute a default under any other material agreement by which the Purchaser is bound.

Section 6. Indemnification.

(a) The Company and the Purchaser agree to indemnify, jointly and severally, defend and hold harmless all officials, commissioners, officers and employees of the Issuer and each person, if any, who has the power to direct or cause the direction of the management and policies of the Issuer (the "Indemnified Parties") against any and all losses, claims, damages, liabilities, joint or several, or any expenses related thereto whatsoever arising out of or in connection with or caused by any pledge, offering, sale, resale or delivery of the Bonds in violation of any federal or state securities laws or by an untrue statement or misleading statement or alleged untrue statement or alleged misleading statement made by Company or the Purchaser to any person or caused by an omission or alleged omission by Company or Purchaser in connection with the Bonds or the pledge, offering, sale, resale or delivery thereof, except to the extent such indemnity shall be violative of public policy.

In case a claim shall be made or any action shall be brought against one or more of the Indemnified Parties based upon the matters described in the preceding paragraph and in respect of which indemnity is sought against the Company or the Purchaser pursuant to the preceding paragraph, the Indemnified Party or Parties seeking indemnity shall promptly notify the Company and the Purchaser in writing, and the Company or the Purchaser shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by the Company or the Purchaser and approved in writing by the Issuer (provided that such approval by the Issuer shall not be unreasonably withheld, conditioned or delayed), the payment of all reasonable expenses and the right to participate in negotiations and to consent to settlement. If any Indemnified Party is advised in a written opinion of counsel, which is also addressed to the Company or the Purchaser, that there may be legal defenses available to such Indemnified Party which are adverse to or in conflict with those available to the Company or the Purchaser, or that the defenses of such Indemnified Party should be handled by separate counsel, the Company and the Purchaser shall not have the right to assume or cause the assumption of the defense of such Indemnified Party, however, the Company and/or the Purchaser shall be

responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided that prior to being retained by an Indemnified Party such counsel is approved in writing by the Company or the Purchaser (which approval by the Company or the Purchaser shall not be unreasonably withheld, conditioned or delayed). If the Company and/or the Purchaser shall have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Issuer or in the event it is determined the defense of such Indemnified Party should be handled by separate counsel within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company and/or the Purchaser. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnified Parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party or Parties unless the employment of such counsel has been specifically authorized in writing by the Company or the Purchaser. The Company or the Purchaser shall not be liable for any settlement of any such action effected without the written consent of the Company or the Purchaser, but if settled with the written consent of the Company or the Purchaser or if there is a final judgment for the plaintiff in any such action with or without consent, the Company and the Purchaser agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The covenants and agreements of the Company and the Purchaser herein contained shall survive the delivery of the Bonds.

(b) The Company and the Purchaser will not be obligated to indemnify the Issuer or any of the Indemnified Parties under subsection (a) if a court with competent jurisdiction finds that the liability in question was caused by the willful misconduct or gross negligence of the Issuer or one or more of the involved Indemnified Parties.

(c) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in this Section 6 is for any reason held to be unavailable to the Indemnified Parties in accordance with its terms, the Purchaser and the Company shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by this Section 6 incurred by the Indemnified Parties in such proportions as determined by a court having jurisdiction of the matter.

(d) The covenants and agreements of the Purchaser and the Company under this Section 6 are joint and several.

Section 7. Conditions. The obligation of the Purchaser to purchase the Bonds and the obligation of the Issuer to sell the Bonds are subject to satisfaction of the following conditions precedent:

(a) The representations of the Issuer, the Purchaser and the Company in this Bond Purchase Agreement will be true and correct on and as of the Closing Date as if made on and as of the Closing Date.

(b) As of the Closing Date, no Default (as defined in the Indenture) or Event of Default (as defined in the Lease) will have occurred and be continuing, and no event will have

occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute a Default or Event of Default.

(c) On or before the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds, the Bond Ordinance and the Bond Documents by the Issuer and the Company will have been taken, and the Issuer and the Company will each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Ordinance and the Bond Documents.

(d) The Indenture will have been duly executed and delivered by the Issuer, the Company, the Purchaser and the Depositary. The Lease will have been duly executed by the Issuer and the Company. Each of the Bond Documents, the Bond Ordinance and all other official action of the Issuer relating to the Bonds, the Project and the Bond Documents will be in full force and effect on the Closing Date and will not have been amended, modified or supplemented on or before the Closing Date.

(e) The Issuer, the Company and the Purchaser will have received the following, each dated the Closing Date:

(1) the opinion of Taft Stettinius & Hollister LLP, Bond Counsel, substantially in the form set forth in Exhibit A;

(2) the opinion of Sutin, Thayer & Browne, P.C., New Mexico counsel to the Company and the Purchaser substantially in the form of Exhibit B;

(3) the opinion of the County Attorney ~~for~~of the Issuer, substantially in the form set forth in Exhibit C;

(4) a certificate of and with reference to the Issuer signed by a duly authorized officer of the Issuer to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(5) a certificate of and with reference to the Company signed by a duly authorized officer of the Company to the effect set forth in subsections (a), (b), (c) and (d) of this Section 7;

(6) a certificate of and with reference to the Purchaser signed by a duly authorized officer of the Purchaser to the effect set forth in subsections (a) and (d) of this Section 7; and

(7) a certificate of the Depositary signed by a duly authorized officer of the Depositary, to the effect that (A) he or she is an authorized officer of the Depositary; (B) the Indenture has been duly executed and delivered by the Depositary; (C) the Depositary has all necessary corporate powers required to execute and deliver, and to perform its obligations under, the Indenture; and (D) to the best of his or her knowledge, the execution and delivery by the Depositary of the Indenture and the performance by the Depositary of its obligations under the Indenture will not conflict with or constitute a breach of or default under any law, administrative

regulation, consent decree or any agreement or other instrument to which the Depositary is subject or by which the Depositary is bound.

If any conditions to the obligations of the Purchaser or the Issuer under this Bond Purchase Agreement are not satisfied and if the satisfaction of such conditions is not waived by the Purchaser and the Issuer, then, at the option of the Purchaser and the Issuer, (x) the Closing Date will be postponed for such period, not to exceed seven days, as may be necessary for such conditions to be satisfied, or (y) the obligations of the Purchaser and the Issuer under this Bond Purchase Agreement will terminate, and neither the Purchaser nor the Issuer will have any further obligations or liabilities under this Bond Purchase Agreement; provided however that the Company will continue to be obligated to reimburse the Issuer for the expenses of the Issuer.

Section 8. Survival. All agreements, covenants and representations and all other statements of the Issuer, the Company and the Purchaser and their respective officers set forth in or made pursuant to this Bond Purchase Agreement will survive the Closing Date and the delivery of and payment for the Bonds.

Section 9. Governing Law. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of any other jurisdiction.

Section 10. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered will constitute an original and all together will constitute but one and the same instrument.

Section 11. Severability. If any section, paragraph, clause or provision of this Bond Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Purchase Agreement.

Section 12. Incorporation of Indenture Provisions. Each of the provisions of Sections 11.01, 11.02, 11.03, 11.05, 11.06, and 11.10 of the Indenture is incorporated in this Bond Purchase Agreement.

(*Remainder of page intentionally left blank*)

**IN WITNESS WHEREOF**, the Issuer, the Company and the Purchaser have caused this Bond Purchase Agreement to be executed by their duly authorized officers, as of the day and year first above written

TORRANCE COUNTY, NEW MEXICO

By:_____
Chair, Board of County Commissioners

[PURCHASER]

By:_____

BRITTON STORAGE~~,~~ LLC

By:_____

EXHIBIT A

Opinion of Taft Stettinius & Hollister LLP,

Bond Counsel

[Letterhead of Bond Counsel]

December __, 2026

Torrance County, New Mexico
205 Ninth Street/P.O. Box 48
Estancia, New Mexico 87016

$150,000,000
Torrance County, New Mexico
Taxable Industrial Revenue Bonds
(Britton Storage Project)
Series 2026

Ladies and Gentlemen:

We have acted as bond counsel to Torrance County (the "County"), in the State of New Mexico in connection with its issuance of the above-captioned bonds (the "Bonds") in the maximum aggregate principal amount of $150,000,000, issued and secured pursuant to Ordinance No. [___] adopted by the Board of County Commissioners of the County on November 12, 2026, and an Indenture dated as of December 1, 2026 (the "Indenture") among the County, [PURCHASER] (the "Purchaser"), Britton Storage, LLC (the "Company"), and [DEPOSITARY], as depositary (the "Depositary"). In such capacity, we have examined the County's certified proceedings and such other documents and such law of the State of New Mexico and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Indenture.

The proceeds of the Bonds will be used by the County to finance the cost of the Project, as defined in the Lease Agreement dated as of December 1, 2026 (the "Lease") between the County and the Company, for the benefit of the Company. The Bonds and the interest thereon are payable solely out of the lease payments to be made by the Company to the County under the Lease, except to the extent otherwise provided in the Lease and the Indenture.



~~305536342v4~~305536342v5

Regarding questions of fact material to our opinions, we have relied upon the County's certified proceedings and other representations and certifications of officials of the County, the Company, the Purchaser, the Depositary, public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon such examination, and assuming there are no changes in applicable law after the date hereof and assuming continuous compliance with the covenants and the continued accuracy of the representations contained in the County's certified proceedings, and in other certifications furnished to us, it is our opinion as bond counsel that:

The County is a county validly organized and existing under the laws of the State of New Mexico. Pursuant to the County Industrial Revenue Bond Act, Sections 4-59-1 through 4-59-16, NMSA 1978, as amended (the "Act"), and the proceedings of the County, the County has full authority and power to issue and sell the Bonds, to execute and deliver and perform its obligations under the Indenture, the Lease, the Bond Purchase Agreement and the Bonds and the other documents to which it is a party.

1. The Bonds have been duly authorized by the County, duly executed and delivered by authorized officials of the County, all in accordance with the Act, and are valid and binding, special, limited obligations of the County; however, the County has not pledged its faith and credit to the payment of the interest on or principal of the Bonds, and the Bonds are payable solely out of the revenues and assets pledged therefor pursuant to the Indenture, subject to the provisions of the Indenture permitting the use and application thereof for the purposes and on the terms and conditions set forth in the Indenture. Except as described in this paragraph, we express no opinion regarding the priority of the lien on the revenues and assets pledged therefor or on the funds and accounts created by the Indenture.

2. The Indenture, the Lease, and the Bond Purchase Agreement have been duly authorized by the County, duly executed and delivered by authorized officials of the County and (assuming due authorization, execution and delivery by the other parties thereto) constitute valid and binding obligations of the County enforceable in accordance with their respective terms.

3. Interest on the Bonds is included in gross income for federal income tax purposes.

4. Under laws of the State of New Mexico in effect as of the date hereof, interest on the Bonds is exempt from all taxation by New Mexico, or any subdivision of it.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the County incurred pursuant to the Bonds, the Indenture, the Lease, and the Bond Purchase Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

In rendering the foregoing opinions, we are not passing upon (i) the organization, existence or corporate status of the Company or the Purchaser, (ii) the power of the Company or the Purchaser to authorize, execute and deliver the Indenture, the Lease, or the Bond Purchase

Agreement or any other project document, or to perform its obligations under any such instrument, or (iii) the due authorization, execution and delivery by, the binding effect upon and the enforceability against, the Company or the Purchaser of the Indenture, the Lease, or the Bond Purchase Agreement or any other project document, or (iv) the security afforded by the Indenture or the Lease. We are also not passing upon title to the Leased Property (as defined in the Lease).

In this opinion letter issued in our capacity as bond counsel, we are passing only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer, sale or placement of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

EXHIBIT B

Opinion of Sutin, Thayer & Browne

New Mexico Counsel to the Company and the Purchaser

EXHIBIT C

Opinion of County Attorney

[Letterhead of Counsel to Issuer]

December __, 2026

Britton Storage~~,~~ LLC
c/o Exus Renewables North America
500 Marquette NW
Suite 260
Albuquerque, NM 87102
Attention: General Counsel

[PURCHASER]
c/o Exus Renewables North America
500 Marquette NW
Suite 260
Albuquerque, NM 87102
Attention: General Counsel

Torrance County, New Mexico
205 Ninth Street/P.O. Box 48
Estancia, New Mexico 87016

Taft Stettinius & Hollister LLP
6501 America's Parkway NE, Suite 600
~~Sutin, Thayer & Browne~~
~~6100 Uptown Blvd.~~
~~Suite 400~~
Albuquerque, ~~New Mexico~~NM 87110

Ladies and Gentlemen:

I am the County Attorney for Torrance County, New Mexico (the "Issuer") in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bond (Britton Storage Project), Series 2026 in a maximum principal amount not to exceed $150,000,000 (the "Bonds").

For the purposes of the opinions expressed in this letter, I have examined the following documents:

A. Executed copies of the Issuer's Resolution No. 2026-02, establishing the Issuer's notice standards.

B. Copies of the letters from the Issuer to the Torrance County Assessor and each entity located within Torrance County, New Mexico (the "County") authorized to levy taxes on property in the County dated October 5, 2026, notifying such parties of the Issuer's intent to consider the Bond Ordinance (defined below).

C. The *Affidavits of Publication* attesting to the publication of the notice of meeting and intent to adopt the Bond Ordinance in the *Albuquerque Journal* on October 24, 2026, and in the *Mountainair Dispatch* on October 28, 2026.

D. An executed copy of Ordinance No. 2026-__ adopted by the Board of County Commissioners of the Issuer on November 12, 2026 (the "Bond Ordinance").

E. The *Affidavits of Publication* attesting to the publication of the notice of adoption of the Bond Ordinance in the *Albuquerque Journal* on November __, 2026, and in the *Mountainair Dispatch* on November __, 2026.

F. The Indenture dated as of December 1, 2026 among the Issuer, [PURCHASER] (the "Purchaser"), Britton Storage,— LLC (the "Company") and [DEPOSITARY] (the "Indenture").

G. The Lease Agreement dated as of December 1, 2026 between the Issuer and the Company (the "Lease").

H. The Bond Purchase Agreement dated December 1, 2026 among the Issuer, the Purchaser and the Company (the "Bond Purchase Agreement", and together with the Indenture and the Lease, the "Bond Documents").

I. Minutes from the Torrance County Board of County Commissioners meeting held on September 23, 2026.

J. Minutes from the Torrance County Board of County Commissioners meeting held on November 12, 2026.

K. The Issuer Certificate dated as of the date hereof and delivered by the Issuer in connection with the issuance of the Bonds.

In addition, I have examined such other records, documents, certificates, opinions and other matters as are in my judgment necessary or appropriate to enable me to render the opinions expressed herein.

Based on my review of the foregoing and the assumptions, qualifications and limitations contained in this opinion letter, it is my opinion:

1. The Issuer is a duly organized and validly existing political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico.

2. Ordinance No. 2026-__ (the "Bond Ordinance") was duly adopted by the Board of County Commissioners of the Issuer on November 12, 2026 in accordance with all applicable laws and has not been repealed or rescinded.

3. To my knowledge, and based solely upon my examination of the report of the records of the State of New Mexico Seventh Judicial District Court and the United States District Court for the District of New Mexico prepared by UCC Search, Inc. on [_____], no litigation is now pending before or in the Torrance County District Court or in the Federal District Court for the District of New Mexico or, to my knowledge, threatened against the Issuer which seeks to or does restrain or enjoin the issuance or delivery of the Bonds, or in any manner questions the authority or proceedings for the issuance of the Bonds.

In giving the opinions contained in this letter, I have assumed without investigation:

A. the authenticity of all documents submitted to me as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to me as copies;

B. the truthfulness and accuracy of all factual (in no event legal) matters contained in the representations and warranties in the Bond Documents, the Issuer Certification

Instrument, and in the certificates executed and delivered at closing by officials of the Issuer on the date of this letter;

C. that all statutes, judicial and administrative decisions, and rules and regulations of governmental agencies, constituting the law of New Mexico are generally available (*i.e.*, in terms of access and distribution following publication or other release) to lawyers practicing in New Mexico, and are in a format that makes legal research reasonably feasible; and

D. that the constitutionality or validity of a relevant statute, rule, regulation or agency action is not at issue unless a reported decision binding upon New Mexico courts has specifically addressed but not resolved, or has established, its unconstitutionality or invalidity.

The opinions expressed in this letter are limited to the matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion letter is delivered to the addressees hereof in connection with the issuance of the Bonds, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without my prior written consent. I make no undertaking to supplement this opinion letter if facts or circumstances come to my attention or changes in the law occur after the date of this letter.

The foregoing opinions are limited to matters involving the laws of the State of New Mexico and the Issuer, and I do not express any opinion as to the laws of any other jurisdiction.

Very truly yours,

| Summary report:<br>Litera Compare for Word 11.8.0.56 Document comparison done on 11/3/2026 8:20:37 PM | |
|---|---|
| **Style name:** TaftStandard | |
| **Intelligent Table Comparison:** Active | |
| **Original DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536342/4 | |
| **Modified DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536342/5 | |
| **Changes:** | |
| Add | 16 |
| ~~Delete~~ | 23 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 0 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 39 |

**TORRANCE COUNTY, NEW MEXICO**
**BOARD OF COUNTY COMMISSIONERS**
**ORDINANCE NO. _____-___**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (BRITTON STORAGE PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 (THE "BONDS"); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF ENERGY STORAGE FACILITIES TO BE LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, ONE OR MORE SERIES OF THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND ANY SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS OF EACH SERIES; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the "County") of the State of New Mexico (the "State") is a legally and regularly created, established, organized and existing political subdivision of the State; and

WHEREAS, pursuant to the New Mexico County Industrial Revenue Bond Act, Chapter 4, Article 59 NMSA 1978 (as amended, the "Act"), the Board of County Commissioners (the "Board") of the County is authorized to issue industrial revenue bonds to acquire industrial revenue projects to be located within the County, but outside the boundaries of any incorporated municipality, and to use the proceeds of such bonds for the purpose of promoting industry and

trade by inducing manufacturing, industrial, and commercial enterprises to locate or expand in the State, promoting the use of the natural resources of the State and promoting a sound and proper balance in the State between agriculture, commerce, and industry; and

WHEREAS, the County desires to promote industry and develop trade or other economic activity to secure and maintain a balanced and stable economy in the County and to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Britton Storage LLC, a Delaware limited liability company (together with its successors and assigns, the "Company") presented to the Board a proposal (the "Proposal") whereby the County would (a) issue its Taxable Industrial Revenue Bonds (Britton Storage Project), Series 2026 in an aggregate principal amount not to exceed $150,000,000 (the "Bonds"); and (b) acquire, construct, equip, and install an industrial revenue project to be developed in one or more phases (the "Project"), including, without limitation, certain real property rights, title, easements, rights of way, and leasehold interests, and all necessary and useful facilities required for an energy storage facility, electrical lines and related assets, and all capital equipment and other tangible personal property, to be located within the County, but outside the boundaries of any incorporated municipality, and to be used by the Company for the storage of electricity (the "Project Property"); and

WHEREAS, under the Proposal, the County would enter into an Indenture for the Bonds (the "Indenture") with the Company, an affiliate of the Company, as purchaser of the Bonds (the "Purchaser"), and a financial institution organized as a national bank under the laws of the United States, as depositary (the "Depositary") pursuant to which, together with this ordinance (this "Bond Ordinance"), the County would issue the Bonds; and

WHEREAS, under the Proposal, the Company would enter into a lease with the County (the "Lease Agreement") pursuant to which the Company would lease from the County the Project

Property, including the site for the Project (the "Project Site"), and the Company would make payments sufficient to pay the principal of and interest on the Bonds, as appropriate, and to pay all other obligations incurred pursuant to the provisions of the Lease Agreement, the Indenture, and this Bond Ordinance; and

WHEREAS, pursuant to Resolution 2026-31, adopted on Wednesday, September 23, 2026 (the "Inducement Resolution"), the Board has previously expressed its intent to proceed with the issuance of the Bonds; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents and to issue, execute and deliver the Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Bonds in an aggregate principal amount up to $150,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser under the Indenture, pursuant to a bond purchase agreement (the "Bond Purchase Agreement," and together with the Lease Agreement and the Indenture, the "Bond Documents") among the County, the Purchaser and the Company; and

WHEREAS, the proceeds of the Bonds will be applied to pay the costs of the Project in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses associated with the transaction; and

WHEREAS, the Board has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents (defined below), and other documents related thereto; and

WHEREAS, in connection with the issuance of the Bonds, there have been filed with the County Clerk and presented to the Board the forms of Bond Documents, which the County will execute in connection with the issuance of the Bonds, and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Proposal, the Board has concluded that it is desirable at this time to authorize the issuance of the Bonds to finance the Project and that the County's issuance of the Bonds will constitute and be a valid public purpose; and

WHEREAS, the Board has been advised that the disclosure provisions of Rule 15c-2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 are not applicable to these transactions inasmuch as the Bonds are being sold in private sales without participation of an underwriter; and

WHEREAS, pursuant to the Inducement Resolution, there has been published in the *Albuquerque Journal*, and the *Mountainair Dispatch*, both newspapers of general circulation within the County, public notice of the Board's intention to adopt this Bond Ordinance, which notice was published at least 14 days prior to final action upon this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Bonds at least 30 days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board; and

WHEREAS, pursuant to the Act, the Company will make annual payments in lieu of taxes ("PILOT Payments") for the Project to the County and to the school districts in the County in the amounts set forth in the Lease Agreement during the period that the County owns and leases the Project Property to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Board and the officials of the County directed toward

approval of the issuance and sale of the Bonds are hereby ratified, approved and confirmed. All capitalized terms in this Bond Ordinance shall have the meanings set forth in the Indenture, which has been filed with the County Clerk, unless otherwise defined herein.

Section 2. FINDINGS.

A. General. The Board hereby declares that it has considered relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to this Bond Ordinance for the benefit of the Company to provide funds for the Project is necessary and advisable and in the interest of, and will promote the use of the natural resources of, the State and promote industry and trade and a sound and proper balance in the State between agriculture, commerce, and industry.

B. The Board finds that:

(1) The Bonds will be issued for the purpose of financing the Project;

(2) The face amount of the Bonds to be issued with respect to financing the Project is an aggregate principal amount not to exceed $150,000,000;

(3) The developer of the Project is the Company, and the operator of the Project will be the Company;

(4) The Project Property will be located within Torrance County, but outside the boundaries of any incorporated municipality.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in an aggregate principal amount not to exceed $150,000,000 and the use of the proceeds of the Bonds to finance the cost of the Project, in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto are hereby approved and confirmed. The sale

of the Bonds at par in an aggregate principal amount not to exceed $150,000,000 is approved. The Bonds shall be designated as set forth in the recitals of this Bond Ordinance, provided that the County may designate a different bond title, including, but not limited to, the series designation.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture; (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in an aggregate principal amount of up to $150,000,000, bearing interest at the rate and maturing on the date or dates set forth in the Indenture.

C. Execution. The Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair or Board Vice-Chair and shall be attested by the manual or facsimile signature of the County Clerk or a Deputy County Clerk and shall have impressed or imprinted thereon the official seal of the County. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officer of the County before the Bonds so signed and sealed shall have been actually authenticated and delivered by the County, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the County; and also any such Bonds may be signed and sealed on behalf of the County by those persons who, on the actual date of the execution of such Bonds, shall be the proper officers of the County, although at the nominal date of such Bonds any such person shall not have been such officer of the County.

D. Interest Rate. The interest rate on the Bonds shall not exceed 6% per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The form, terms and provisions of the Bond Documents and the Bonds in the form on deposit in the office of the County Clerk are in all respects approved, authorized and confirmed.

The Board Chair, the Board Vice-Chair or the County Manager are each individually authorized to approve revisions to the form, terms and provisions of the Bond Documents on behalf of the Board, provided that such revisions to the form, terms and provisions are consistent with this Bond Ordinance and provided that all such changes, insertions, deletions, modifications and other revisions shall be deemed approved by the Board upon execution and delivery of the Bond Documents, such execution and delivery to be conclusive evidence of such approval, and the Board Chair, the Board Vice-Chair or County Manager are each individually authorized to execute and deliver in the name and on behalf of the County, and the County Clerk and Deputy County Clerk are hereby authorized to attest, as appropriate, the Bond Documents and the Bonds.

The Board Chair, the Board Vice-Chair or County Manager are each individually authorized and the County Clerk and Deputy County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including, without limitation, leases, subleases, security agreements, subordination agreements, consents, approvals, estoppel certificates, non-disturbance agreements, assignments, amendments, bills of sale, deeds, and instruments as requested from time to time by the Company, or by any lender or lenders or tax equity participants providing financing for the Project, tax equity participants, tax credit transferees or other parties providing any Company Financing (as defined in the Lease Agreement), either prior to or after the date of delivery of the Bonds, and to do such other acts and things as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and are consistent with the terms of this Bond Ordinance.

The Board Chair, the Board Vice-Chair or County Manager shall take such action as is necessary to effectuate the provisions of the Indenture and the Lease Agreement and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Bond Ordinance and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds, and documents for the sale, assignment, transfer or other conveyance from time to time of the Project and the Project Property, the assumption of obligations of the Company under the Lease Agreement, as provided under the terms of the Lease Agreement.

Section 5. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations and findings are made:

A. The Bonds will be outstanding for a maximum of 23 years from the issuance of such bonds. No principal will be due for the 1st year to and including the 22nd year that the Bonds are outstanding. Assuming issuance of the Bonds in 2026 in the maximum principal amount of $150,000,000 at an interest rate of 6% per annum, interest payments will be due in the total amount of $9,000,000 in each of the years 2027 through 2049 and the full principal plus interest thereon shall be due at maturity in 2049 in the amount of $159,000,000.

B. The Bonds may be redeemed at any time without premium.

C. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of any of the Project Property.

D. The Lease Agreement requires that the Company (or its successors, assigns or affiliates) maintain the Project Property in good repair and condition and carry proper insurance with respect to such Project Property as provided in the Lease Agreement.

E. The Lease Agreement requires the Company (or its successors, assigns or affiliates) to make lease payments in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as principal and interest become due and to pay all related costs.

Section 6. LIMITED OBLIGATIONS. The Bonds shall be special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture or other security documents, and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or the Bonds or any other instrument shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents and the Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents and the Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, except as provided by law, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 7. APPOINTMENT AND RATIFICATION OF AGENCY. The Company is designated and hereby appointed to act as agent for the County with respect to the Project and in the acquisition of the Project Property or any component thereof. The County authorizes the Company to act as agent for the County for the purchase of the Project Property. The Company will also request and obtain Type 9 Nontaxable Transaction Certificates ("Certificates") from the New Mexico Taxation and Revenue Department, and the County will cooperate with the Company to so obtain such Certificates and will allow the Company to use the Certificates that have been properly executed for its acquisition of tangible personal property relating to the Project and the Project Property or any component thereof under and consistent with the New Mexico Gross Receipts and Compensating Tax Act, Sections 7-9-1 to -116 NMSA 1978. The Company shall not use the Certificates other than for the purchase of equipment and other tangible property as permitted by law, nor shall the Company use such Certificates after the completion of the Project. All actions taken by the Company since September 23, 2026, the date of the Inducement Resolution, that are not inconsistent with this Section 7, are hereby ratified and confirmed.

Section 8. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity, and neither the members of the Board nor any officials executing the Bonds shall be liable personally on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. APPROVAL OF INDEMNIFICATION. The Board specifically requires that the Lease Agreement contain provisions relating to indemnification which provide that the Company will indemnify and hold harmless the County and its Board members, officials, employees and agents from and against liability to the Company and to any third parties that may

be asserted against the County or its Board members, officials, officers, employees or agents with respect to the County's legal ownership or leasehold interest in the Project and Project Property or the issuance of the Bonds to the extent authorized by law.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds of any series are issued, this Bond Ordinance shall be and remain irrepealable until all the Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of such Bonds in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Board Chair or Board Vice-Chair and attested by the signature of the County Clerk or a Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect 30 days after such recordation in the book of Ordinances. Notice of adoption of this Bond Ordinance shall be published once in the *Albuquerque Journal* and the *Mountainair Dispatch,* newspapers of general circulation within the County, which publication shall be in substantially the following form:

(Form of Summary of Bond Ordinance for Publication)

TORRANCE COUNTY, NEW MEXICO

Notice of Adoption of Ordinance

NOTICE is hereby given of the title and a general summary of the subject matter contained in Ordinance No. _____-___, duly adopted and approved by the Board of County Commissioners (the "Board") of Torrance County, New Mexico (the "County") on November 12, 2026 (the "Bond Ordinance"), relating to the authorization and issuance by the County of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Britton Storage Project), Series 2026 (the "Bonds"). Complete copies of the Bond Ordinance are available upon request and payment of a reasonable fee during normal and regular business hours of the County Clerk at 205 S. Ninth Street, Estancia, New Mexico 87016.

The title of the Bond Ordinance is:

**TORRANCE COUNTY, NEW MEXICO**
**BOARD OF COUNTY COMMISSIONERS**
**ORDINANCE NO. _____-___**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (BRITTON STORAGE PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 (THE "BONDS"); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF ENERGY STORAGE FACILITIES TO BE LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN

INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, ONE OR MORE SERIES OF THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND ANY SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS OF EACH SERIES; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The title sets forth a general summary of the subject matter contained in the Ordinance.

THIS NOTICE CONSTITUTES COMPLIANCE WITH SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

**WITNESS** my hand this ___ day of November 2026.

/s/ Sylvia Chavez
County Clerk

(End of Form of Summary for Publication)

*[Signature page follows]*

PASSED, ADOPTED, SIGNED AND APPROVED this 12th day of November, 2026.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

_____
Ryan Schwebach, Chair

_____
Linda Jaramillo, Vice-Chair

_____
Kevin McCall, Member

ATTEST:

_____
Sylvia Chavez
Torrance County Clerk

( S E A L )

*[Signature page to Torrance County, New Mexico Ordinance No. _____-___]*

Commissioner [INSERT NAME] then moved that the ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Linda Jaramillo, Vice Chair]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The Chair thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted. After consideration of matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By_____
Ryan Schwebach, Chair

ATTEST:

By_____
Sylvia Chavez
Torrance County Clerk

( S E A L )

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

I, Sylvia Chavez, County Clerk of Torrance County, New Mexico (the "County"), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing body of the County, taken at a duly called regular, open meeting of the Board held in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, being the regular meeting place of the Board, on Thursday, November 12, 2026, beginning at 9:00 a.m., insofar as the same relate to the proposed ordinance, a copy of which is set forth in the official records of the proceedings of the County kept in my office on _____ ___, 2026. None of the action taken has been rescinded, repealed, or modified.

2. Notice of such meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect, i.e., the County's Open Meetings Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Torrance County, New Mexico, this ___ day of November 2026.

(SEAL)

_____
Sylvia Chavez
Torrance County Clerk

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

The Board of County Commissioners (the "Board") of Torrance County (the "County"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m. on Thursday, November 12, 2026, at which time there were present and answering the roll call the following members:

_____
Ryan Shwebach, Chair

_____
Linda Jaramillo, Vice Chair

_____
Kevin McCall, Member

_____
Michael Garcia, County Attorney

**TORRANCE COUNTY, NEW MEXICO**
**BOARD OF COUNTY COMMISSIONERS**
**ORDINANCE NO. _____-___**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (BRITTON STORAGE PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 (THE "BONDS"); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF ENERGY STORAGE FACILITIES TO BE LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, ONE OR MORE ~~SUBSERIES~~SERIES OF THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND ANY ~~SUBSERIES~~SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS OF EACH SERIES; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the "County") of the State of New Mexico (the "State") is a legally and regularly created, established, organized and existing political subdivision of the State; and

WHEREAS, pursuant to the New Mexico County Industrial Revenue Bond Act, Chapter 4, Article 59 NMSA 1978 (as amended, the "Act"), the Board of County Commissioners (the "Board") of the County is authorized to issue industrial revenue bonds to acquire industrial

revenue projects to be located within the County, but outside the boundaries of any incorporated municipality, and to use the proceeds of such bonds for the purpose of promoting industry and trade by inducing manufacturing, industrial, and commercial enterprises to locate or expand in the State, promoting the use of the natural resources of the State and promoting a sound and proper balance in the State between agriculture, commerce, and industry; and

WHEREAS, the County desires to promote industry and develop trade or other economic activity to secure and maintain a balanced and stable economy in the County and to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Britton Storage LLC, a Delaware limited liability company (together with its successors and assigns, the "Company") presented to the Board a proposal (the "Proposal") whereby the County would (a) issue its Taxable Industrial Revenue Bonds (Britton Storage Project), Series 2026 in an aggregate principal amount not to exceed $150,000,000 (the "Bonds"); and (b) acquire, construct, equip, and install an industrial revenue project to be developed in one or more phases (the "Project"), including, without limitation, certain real property rights, title, easements, rights of way, and leasehold interests, and all necessary and useful facilities required for an energy storage facility, electrical lines and related assets, and all capital equipment and other tangible personal property, to be located within the County, but outside the boundaries of any incorporated municipality, and to be used by the Company for the storage of electricity (the "Project Property"); and

WHEREAS, under the Proposal, the County would enter into an Indenture for the Bonds (the "Indenture") with the Company, an affiliate of the Company, as purchaser of the Bonds (the "Purchaser"), and a financial institution organized as a national bank under the laws of the

United States, as depositary (the "Depositary") pursuant to which, together with this ordinance (this "Bond Ordinance"), the County would issue the Bonds; and

WHEREAS, under the Proposal, the Company would enter into a lease with the County (the "Lease Agreement") pursuant to which the Company would lease from the County the Project Property, including the site for the Project (the "Project Site"), and the Company would make payments sufficient to pay the principal of and interest on the Bonds, as appropriate, and to pay all other obligations incurred pursuant to the provisions of the Lease Agreement, the Indenture, and this Bond Ordinance; and

WHEREAS, pursuant to Resolution 2026-31, adopted on Wednesday, September 23, 2026 (the "Inducement Resolution"), the Board has previously expressed its intent to proceed with the issuance of the Bonds; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents ~~(defined below)~~ and to issue, execute and deliver the Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Bonds in an aggregate principal amount up to $150,000,000 will be issued, sold and delivered by the County, in a private sale to the Purchaser under the Indenture, pursuant to a bond purchase agreement (the "Bond Purchase Agreement," and together with the Lease Agreement and the Indenture, the "Bond Documents") among the County, the Purchaser and the Company; and

WHEREAS, the proceeds of the Bonds will be applied to pay the costs of the Project in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses associated with the transaction; and

WHEREAS, the Board has determined that it is in the best interest of the County to issue the Bonds and to execute and deliver the Bond Documents (defined below), and other documents related thereto; and

WHEREAS, in connection with the issuance of the Bonds, there have been filed with the County Clerk and presented to the Board the forms of Bond Documents, which the County will execute in connection with the issuance of the Bonds, and

WHEREAS, the County is authorized to issue the Bonds under the Act and after having considered the Proposal, the Board has concluded that it is desirable at this time to authorize the issuance of the Bonds to finance the Project and that the County's issuance of the Bonds will constitute and be a valid public purpose; and

WHEREAS, the Board has been advised that the disclosure provisions of Rule 15c-2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 are not applicable to these transactions inasmuch as the Bonds are being sold in private sales without participation of an underwriter; and

WHEREAS, pursuant to the Inducement Resolution, there has been published in the *Albuquerque Journal*, and the *Mountainair Dispatch*, both newspapers of general circulation within the County, public notice of the Board's intention to adopt this Bond Ordinance, which notice was published at least 14 days prior to final action upon this Bond Ordinance; and

WHEREAS, the County has given notice to the County Assessor and any entity located in the County authorized to levy taxes on property in the County of its intent to consider this Bond Ordinance authorizing the issuance of the Bonds at least 30 days prior to the date hereof and at which this Bond Ordinance is to be considered for adoption by the Board; and

WHEREAS, pursuant to the Act, the Company will make annual ~~in lieu tax~~ payments ~~("PILT~~in lieu of taxes ("PILOT Payments") for the Project ~~based on the nameplate installed generating capacity of such Project to the Corona Public School District, the Estancia Municipal School District, the Moriarty Municipal School District, the Mountainair Public School District, and the Vaughn Municipal School District (collectively, the "Districts") and the County, as provided in this Bond Ordinance or in the transaction documents approved by this Bond Ordinance for~~to the County and to the school districts in the County in the amounts set forth in the Lease Agreement during the period that the County owns and leases the Project Property to the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Board and the officials of the County directed toward approval of the issuance and sale of the Bonds are hereby ratified, approved and confirmed. All capitalized terms in this Bond Ordinance shall have the meanings set forth in the Indenture, which has been filed with the County Clerk, unless otherwise defined herein.

Section 2. FINDINGS.

A. General. The Board hereby declares that it has considered relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to this Bond Ordinance for the benefit of the Company to provide funds for the Project is necessary and advisable and in the interest of, and will promote the use of the natural resources of, the State and promote industry and trade and a sound and proper balance in the State between agriculture, commerce, and industry.

B. The Board finds that:

(1) The Bonds will be issued for the purpose of financing the Project;

(2) The face amount of the Bonds to be issued with respect to financing ~~both Projects~~the Project is an aggregate principal amount not to exceed $150,000,000;

(3) The developer of the Project is the Company, and the operator of the Project will be the Company;

(4) The Project Property will be located within Torrance County, but outside the boundaries of any incorporated municipality.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in an aggregate principal amount not to exceed $150,000,000 and the use of the proceeds of the Bonds to finance the cost of the ~~Projects~~Project, in whole or in part, including, but not limited to, the reimbursement of any costs incurred by the Company and payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par in an aggregate principal amount not to exceed $150,000,000 is approved. The Bonds shall be designated as set forth in the recitals of this Bond Ordinance, provided that the County may designate a different bond title, including, but not limited to, the series designation.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture; (ii) be payable as to principal and interest and subject to optional and mandatory redemption and defeasance in the amounts, upon the conditions and at the times and prices set

forth in the Indenture; and (iii) be issued in an aggregate principal amount of up to $150,000,000, bearing interest at the rate and maturing on the date or dates set forth in the Indenture.

C. Execution. The Bonds shall be executed on behalf of the County with the manual or facsimile signature of the Board Chair or Board Vice-Chair and shall be attested by the manual ~~of~~or facsimile signature of the County Clerk or a Deputy County Clerk and shall have impressed or imprinted thereon the official seal of the County. If any of the officers who shall have signed or sealed any of said Bonds shall cease to be such officer of the County before the Bonds so signed and sealed shall have been actually authenticated and delivered by the County, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the County; and also any such Bonds may be signed and sealed on behalf of the County by those persons who, on the actual date of the execution of such Bonds, shall be the proper officers of the County, although at the nominal date of such Bonds any such person shall not have been such officer of the County.

D. Interest Rate. The interest rate on the Bonds shall not exceed 6% per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The form, terms and provisions of the Bond Documents and the Bonds in the form on deposit in the office of the County Clerk are in all respects approved, authorized and confirmed.

The Board Chair, the Board Vice-Chair or the County Manager are each individually authorized to approve revisions to the form, terms and provisions of the Bond Documents on behalf of the Board, provided that such revisions to the form, terms and provisions are consistent

with this Bond Ordinance and provided that all such changes, insertions, deletions, modifications and other revisions shall be deemed approved by the Board upon execution and delivery of the Bond Documents, such execution and delivery to be conclusive evidence of such approval, and the Board Chair, the Board Vice-Chair or County Manager are each individually authorized to execute and deliver in the name and on behalf of the County, and the County Clerk and Deputy County Clerk are hereby authorized to attest, as appropriate, the Bond Documents and the Bonds.

The Board Chair, the Board Vice-Chair or County Manager are each individually authorized and the County Clerk and Deputy County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including, without limitation, leases, subleases, security agreements, subordination agreements, consents, approvals, estoppel certificates, non-disturbance agreements, assignments, amendments, bills of sale, deeds, and instruments as requested from time to time by the Company, or by any lender or lenders or tax equity participants providing financing for the Project, tax equity participants, tax credit transferees or other parties providing any Company Financing (as defined in the Lease Agreement), either prior to or after the date of delivery of the Bonds, and to do such other acts and things as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents and are consistent with the terms of this Bond Ordinance.

The Board Chair, the Board Vice-Chair or County Manager shall take such action as is necessary to effectuate the provisions of the Indenture and the Lease Agreement and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and for carrying out other transactions as contemplated by this Bond Ordinance and the Bond Documents, including, without limitation, the execution and delivery of any closing documents

to be delivered in connection with the sale and delivery of the Bonds, and documents for the sale, assignment, transfer or other conveyance from time to time of the Project and the Project Property, the assumption of obligations of ~~each~~the Company under the Lease Agreement, as provided under the terms of the Lease Agreement.

Section 5. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations and findings are made:

A. The Bonds will be outstanding for a maximum of 23 years from the issuance of such bonds. No principal will be due for the 1st year to and including the 22nd year that the Bonds are outstanding. Assuming issuance of the Bonds in 2026 in the maximum principal amount of $150,000,000 at an interest rate of 6% per annum, interest payments will be due in the total amount of $9,000,000 in each of the years 2027 through 2049 and the full principal plus interest thereon shall be due at maturity in 2049 in the amount of $159,000,000.

B. The Bonds may be redeemed at any time without premium.

C. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of any of the Project Property.

D. The Lease Agreement requires that the Company (or its successors, assigns or affiliates) maintain the Project Property in good repair and condition and carry proper insurance with respect to such Project Property as provided in the Lease Agreement.

E. The Lease Agreement requires the Company (or its successors, assigns or affiliates) to make lease payments in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as principal and interest become due and to pay all related costs.

Section 6. LIMITED OBLIGATIONS. The Bonds shall be special limited obligations of the County, payable solely from the Basic Rent (as defined in the Lease Agreement) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture or other security documents, and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or the Bonds or any other instrument shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents and the Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents and the Bonds), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, except as provided by law, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 7. APPOINTMENT AND RATIFICATION OF AGENCY. The Company is designated and hereby appointed to act as agent for the County with respect to the Project and in

the acquisition of the Project Property or any component thereof. The County authorizes the Company to act as agent for the County for the purchase of ~~energy storage equipment with respect to~~ the Project Property. The Company will also request and obtain Type 9 Nontaxable Transaction Certificates ("Certificates") from the New Mexico Taxation and Revenue Department, and the County will cooperate with the Company to so obtain such Certificates and will allow the Company to use the Certificates that have been properly executed for its acquisition of tangible personal property relating to the Project and the Project Property or any component thereof under and consistent with the New Mexico Gross Receipts and Compensating Tax Act, Sections 7-9-1 to -116 NMSA 1978. The Company shall not use the Certificates other than for the purchase of equipment and other tangible property as permitted by law, nor shall the Company use such Certificates after the completion of the Project. All actions taken by the Company since September 23, 2026, the date of the Inducement Resolution, that are not inconsistent with this Section 7, are hereby ratified and confirmed.

Section 8. NO RECOURSE AND LIABILITY. No covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any official, officer, Board member or employee of the County in his/her individual capacity, and neither the members of the Board nor any officials executing the Bonds shall be liable personally on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. APPROVAL OF INDEMNIFICATION. The Board specifically requires that the Lease Agreement contain provisions relating to indemnification which provide that the Company will indemnify and hold harmless the County and its Board members, officials, employees and agents from and against liability to ~~that~~the Company and to any third parties that

may be asserted against the County or its Board members, officials, officers, employees or agents with respect to the County's legal ownership or leasehold interest in the Project and Project Property or the issuance of the Bonds to the extent authorized by law.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds of any series are issued, this Bond Ordinance shall be and remain irrepealable until all the Bonds, including interest, are fully paid, canceled and discharged or there has been defeasance of such Bonds in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Board Chair or Board Vice-Chair and attested by the signature of the County Clerk or a Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect 30 days after such recordation in the book of Ordinances. Notice of adoption of this Bond Ordinance shall be published once in the *Albuquerque Journal* and the *Mountainair Dispatch,* newspapers of

general circulation within the County, which publication shall be in substantially the following form:

(Form of Summary of Bond Ordinance for Publication)

TORRANCE COUNTY, NEW MEXICO

Notice of Adoption of Ordinance

NOTICE is hereby given of the title and a general summary of the subject matter contained in Ordinance No. _____-___, duly adopted and approved by the Board of County Commissioners (the "Board") of Torrance County, New Mexico (the "County") on November 12, 2026 (the "Bond Ordinance"), relating to the authorization and issuance by the County of its Torrance County, New Mexico Taxable Industrial Revenue Bonds (Britton Storage Project), Series 2026 (the "Bonds"). Complete copies of the Bond Ordinance are available upon request and payment of a reasonable fee during normal and regular business hours of the County Clerk at 205 S. Ninth Street, Estancia, New Mexico 87016.

The title of the Bond Ordinance is:

**TORRANCE COUNTY, NEW MEXICO**
**BOARD OF COUNTY COMMISSIONERS**
**ORDINANCE NO. _____-___**

AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (BRITTON STORAGE PROJECT), SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $150,000,000 (THE "BONDS"); TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION,

EQUIPPING AND INSTALLATION OF ENERGY STORAGE FACILITIES TO BE LOCATED WITHIN THE COUNTY BUT OUTSIDE THE BOUNDARIES OF ANY INCORPORATED MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, ONE OR MORE ~~SUBSERIES~~SERIES OF THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND ANY ~~SUBSERIES~~SERIES OF THE BONDS; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS OF EACH SERIES; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

The title sets forth a general summary of the subject matter contained in the Ordinance.

THIS NOTICE CONSTITUTES COMPLIANCE WITH SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

**WITNESS** my hand this ___ day of November 2026.

/s/ Sylvia Chavez
County Clerk

(End of Form of Summary for Publication)

*[Signature page follows]*

PASSED, ADOPTED, SIGNED AND APPROVED this 12th day of November, 2026.

BOARD OF COUNTY COMMISSIONERS,
TORRANCE COUNTY, NEW MEXICO

_____
Ryan Schwebach, Chair

_____
Linda Jaramillo, Vice-Chair

_____
Kevin McCall, Member

ATTEST:

_____
Sylvia Chavez
Torrance County Clerk

( S E A L )

*[Signature page to Torrance County, New Mexico Ordinance No. _____-___]*

Commissioner [INSERT NAME] then moved that the ordinance as filed with the County Clerk be passed and adopted. Commissioner [INSERT NAME] seconded the motion.

The question being upon the passage and adoption of said ordinance, the motion was voted upon with the following result:

Those Voting Yea:

[Ryan Schwebach, Chair]
[Linda Jaramillo, Vice Chair]
[Kevin McCall, Member]

Those Voting Nay:

[None]

Those Absent:

[None]

The Chair thereupon declared that at least a majority of all the members of that Board having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted. After consideration of matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

BOARD OF COUNTY COMMISSIONERS
TORRANCE COUNTY, NEW MEXICO

By_____
Ryan Schwebach, Chair

ATTEST:

By_____
Sylvia Chavez
Torrance County Clerk

( S E A L )

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

I, Sylvia Chavez, County Clerk of Torrance County, New Mexico (the "County"), do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of County Commissioners (the "Board") of the County, constituting the governing body of the County, taken at a duly called regular, open meeting of the Board held in the Commission Chambers at the Administrative Offices of the County, located at 205 S Ninth Street, Estancia, New Mexico, being the regular meeting place of the Board, on Thursday, November 12, 2026, beginning at 9:00 a.m., insofar as the same relate to the proposed ordinance, a copy of which is set forth in the official records of the proceedings of the County kept in my office on _____ ___, 2026. None of the action taken has been rescinded, repealed, or modified.

2. Notice of such meeting was given in compliance with the permitted methods of giving notice of meetings of the Board as required by the open meetings standards then in effect, i.e., the County's Open Meetings Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Torrance County, New Mexico, this ___ day of November 2026.

(SEAL)

_____
Sylvia Chavez
Torrance County Clerk

| Summary report:<br>Litera Compare for Word 11.8.0.56 Document comparison done on 11/3/2026 8:16:17 PM | |
|---|---|
| **Style name:** TaftStandard | |
| **Intelligent Table Comparison:** Active | |
| **Original DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536409/4 | |
| **Modified DMS:** iw://taftlaw.cloudimanage.com/ACTIVE/305536409/5 | |
| **Changes:** | |
| Add | 18 |
| ~~Delete~~ | 17 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 0 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 35 |




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-B

# TORRANCE COUNTY
# RESOLUTION NO. 2026 - _____

## A RESOLUTION RELATING TO THE TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (NMRD DATA CENTER II, LLC PROJECT), SERIES 2019; APPROVING AN AMENDMENT TO THE LEASE AGREEMENT AND THE INDENTURE; AUTHORIZING THE COUNTY TO CONVEY SUCH PARCEL BY QUITCLAIM DEED TO BRITTON STORAGE LLC AT THE DIRECTION OF EXUS NM DATA CENTER II, LLC; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; AND RATIFYING CERTAIN ACTIONS PREVIOUSLY TAKEN

WHEREAS, the New Mexico legislature has passed the "County Industrial Revenue Bond Act" (the "Act"), Sections 4-59-1 to 4-59-16 inclusive, NMSA 1978, as amended, which authorizes Torrance County, New Mexico (the "County") to issue industrial revenue bonds and to acquire projects as defined in the Act; and

WHEREAS, the Board of County Commissioners (the "Commission") of the County constitutes the governing body of the County within the meaning of the Act; and

WHEREAS, the Commission adopted Resolution No. 2019-03 on January 9, 2019, and Ordinance No. 2019-001 on April 10, 2019 (the "Bond Ordinance"), which authorized the issuance of the County's Torrance County, New Mexico Taxable Industrial Revenue Bonds (NMRD Data Center II, LLC Project), Series 2019, in a principal amount not to exceed $60,000,000 (the "Bonds"); and

WHEREAS, pursuant to the Bond Ordinance, the County entered into (a) a Lease Agreement dated as of July 15, 2019 (the "Lease") with NMRD Data Center II, LLC, a Delaware limited liability company now known as Exus NM Data Center II, LLC (the "Company"), recorded on July 18, 2019, as Document No. 2191680, Book 341, Page 541, in the records of the County Clerk; and (b) an Indenture dated as of July 15, 2019 (the "Indenture") among the County, NMRD Data Center II -- Britton, LLC, a Delaware limited liability company, as purchaser of the Bonds (the "Purchaser"), the Company, and BOKF, NA, as depositary (the "Depositary"), recorded on July 18,

2019, as Document No. 2191681, Book 341, Page 572, in the records of the County Clerk; and

WHEREAS, the Company conveyed the real property described as the Project Site in the Lease (the "Project Site") to the County by special warranty deed recorded on July 18, 2019, as Document No. 2191679, Book 341, Page 539, in the records of the County Clerk, and the County leases the Project Site and the other Project Property (as defined in the Lease) to the Company under the Lease; and

WHEREAS, the Company has requested that the County (a) amend the Lease and the Indenture to remove a certain tract from the Project Site containing approximately 7.6938 acres (the "Released Parcel"), from the Project Site and from the lien of the Indenture, and (b) convey

the Released Parcel by quitclaim deed to Britton Storage LLC, a Delaware limited liability company ("Britton Storage"), as the Company's designee; and

WHEREAS, Section 11.14 of the Lease provides that the Lease may be amended only by an instrument executed by the County and the Company and consented to by the Purchaser, and Sections 1101 and 1102 of the Indenture provide that the Indenture may be amended only by an instrument executed by the County, the Purchaser and the Depositary and, if the amendment affects the rights of the Company, consented to in writing by the Company; and

WHEREAS, there has been presented to the Commission a proposed form of First Amendment to Lease Agreement and Indenture and Partial Release (the "Amendment") among the County, the Company, the Purchaser and the Depositary, under which (a) the Company directs the County to remove the Released Parcel from the Project Site and to convey the Released Parcel to Britton Storage, (b) the Purchaser and the Depositary release the Released Parcel from the lien of the Indenture, and (c) the parties amend and restate the description of the Project Site in Exhibit A to the Lease and Exhibit B to the Indenture; and

WHEREAS, the Company has advised the Commission that Britton Storage intends to request that the County issue separate industrial revenue bonds for a project that includes the Released Parcel, and that Britton Storage intends to reconvey the Released Parcel to the County at the closing of any such financing; and

WHEREAS, the Commission has considered the Amendment and the conveyance of the Released Parcel and has determined that they are consistent with the Act and the Bond Ordinance and in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Commission and the officers and employees of the County related to the Amendment, the removal of the Released Parcel from the Project Site, and the conveyance of the Released Parcel to Britton Storage, be and the same hereby are ratified, approved and confirmed.

Section 2. The Amendment, in substantially the form presented to the Commission, is approved. The Chair of the Commission is authorized to execute and deliver the Amendment in the name and on behalf of the County, with such changes as are consistent with this Resolution and as the Chair approves on the advice of County bond counsel, the Chair's execution of the Amendment to be conclusive evidence of such approval. The County Clerk or a Deputy County Clerk is authorized to attest the Amendment and to affix the seal of the County.

Section 3. Upon the execution and delivery of the Amendment by all parties to it, the Released Parcel is removed from the Project Site. The Chair of the Commission is authorized to execute and deliver, and the County Clerk or a Deputy County Clerk is authorized to attest, a quitclaim deed conveying all of the County's right, title and interest in the Released Parcel to Britton Storage, without representation or warranty, in form acceptable to the Chair on the advice of County bond counsel. The Company shall prepare the quitclaim deed and pay all costs of its preparation and recording.

Section 4. Nothing in this Resolution or the Amendment changes the Company's indemnification obligations under the Lease. The Company's indemnification obligations apply to the Amendment and to the County's conveyance of the Released Parcel. Nothing contained in this Resolution, the Amendment or any instrument delivered under them shall be considered as obligating the County to any pecuniary liability or a charge upon the general credit of the County or against its taxing power, it being understood that no costs are to be borne by the County and that all costs incurred by the County in connection with this Resolution are to be promptly reimbursed by the Company.

Section 5. The County Commissioners and other appropriate County officials and employees are hereby authorized and empowered to take such steps and to do such things as may be necessary to achieve the purposes of this Resolution, including the execution and delivery of certificates and other instruments reasonably requested by the Company, the Purchaser, the Depositary or Britton Storage that are consistent with this Resolution and the Bond Ordinance.

Section 6. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed. This Resolution does not amend or repeal the Bond Ordinance.

Section 8. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

**PASSED, APPROVED, AND ADOPTED THIS DAY OF NOVEMBER 12, 2026.**

**BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:**

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

**ATTEST:**

_____ _____
Sylvia Chavez, Torrance County Clerk Date

**APPROVED AS TO FORM:**

_____

Michael Garcia, Torrance County Attorney




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No.7-C

# Resolution Supporting the New Mexico Counties 2027 Legislative Priorities

Resolution No. _____

**WHEREAS,** in August 2026 the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2026 session; *and*

**WHEREAS,** NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

**WHEREAS,** county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

1. HB 2 Appropriations

   Detention Reimbursement Fund
   Fully fund County Detention Facility Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.
   - According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is $9.38 million.
   - Only $4.7 million was appropriated in 2025

   700 MHz Radios
   Authorize continued funding for the monthly operational costs of 700 MHz radios to build out state interconnectivity infrastructure.

   Special Appropriation for Disabled Veterans Exemption
   Support an appropriation to offset operational revenue losses in counties that reach the mill rate cap as a direct result of veterans' exemptions enacted by the legislature

2. Governmental Solvency

   Support three narrow amendments to the New Mexico Civil Rights Act that preserve accountability while addressing the unsustainable escalation in cost: 1) remove the automatic annual escalator in the cap; 2) clarify that stacking damages under both the NMCRA and the New Mexico Tort Claims Act (NMTCA) is not allowed; and 3) align the notice provision to match the notice requirements under the NMTCA.

3. IPRA Improvements

   Support efforts — including consensus recommendations developed by the Department of Justice's Inspection of Public Records Task Force — to amend the Inspection of Public Records Act (IPRA) to limit abusive requests, protect crime victims and juveniles, and secure critical infrastructure.

4. Emergency Medical Services as an Essential Government Service

   Support necessary changes to state statute that will recognize emergency medical service (EMS) providers, both career and volunteer, as delivering essential services and an integral part of the state's health-care infrastructure. By reflecting this designation, NMAC aims to strengthen

counties' eligibility for future federal appropriations, particularly in rural communities where EMS resources are most strained.

**NOW, THEREFORE, BE IT RESOLVED** that the Torrance County Board of County Commissioners does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2027 session.

**ADOPTED** this _____ of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE, NEW MEXICO

_____

Ryan Schwebach, Chair, District 2 For / Against

_____

Linda Jaramillo, Vice-Chair, District 3 For / Against

_____

Kevin McCall, Commissioner, District 1 For / Against

_____

Michael Garcia
County Attorney

ATTEST:

_____

Sylvia Chavez
County Clerk




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-D

# TORRANCE COUNTY
# RESOLUTION NO. 2026 - _____

## A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO THE FY2026-2027 BUDGET

**WHEREAS,** the Torrance County Commission in regular session on Wednesday May 13, 2026, did authorize budget adjustments to the FY2026-2027 budget; and

**WHEREAS,** budget adjustments require approval from the Department of Finance and Administration; and

**WHEREAS,** Torrance County requests approval for the budget adjustments set forth in the attached Schedule A and Schedule B.

**NOW, THEREFORE, BE IT RESOLVED** that the Torrance County Board of County Commissioners authorizes the attached budget adjustments in Schedule A and Schedule B and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, APPROVED, AND ADOPTED THIS DAY OF NOVEMBER 12, 2026.**

**BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:**

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

**ATTEST:**

_____ _____

Sylvia Chavez, Torrance County Clerk Date

**APPROVED AS TO FORM:**

_____

Michael Garcia, Torrance County Attorney

# Torrance County

Resolution 2026-_____

## Budget Adjustment

**Schedule A**

**Budget Increase**

Torrance County FY2027 Budget (LGBMS line item structure)

| Fund | Department | Account | Adjustment |
|---|---|---|---|
| 20700 E-911 Fund | 3005 Dispatch/E911 | 55999 Contract - Other Services | 102,745.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0 |
| | | | 0 |
| | | | 0.00 |
| | | | 0.00 |
| | | | 0.00 |
| | | | **102,745.00** |

We are requesting to add $102,745 to Dispatch's annual budet to cover Vesta renewal (Coverage One)

# Torrance County

Resolution

## Budget Adjustment

Schedule B

Budget Increase

Torrance County FY2027 Budget (Tyler ERPPro 10 line item structure)

| Budget Increase | | | | | |
|---|---|---|---|---|---|
| Revenue | | | Expenditure | | |
| Tyler Line Item | Description | Amount | Tyler Line Item | Description | Amount |
| 911-000-9999 | FUND BALANCE | $102,745 | 911-080-2271 | CONTRACTS OTHER SERVICES | $ 102,745 |
| REVENUE TOTAL | | $ 102,745 | EXPENSE TOTAL | | $ 102,745 |

| Cash Transfer | | | | | |
|---|---|---|---|---|---|
| Transfer From: | | | Transfer To: | | |
| Line Item | Description | Amount | Line Item | Description | Amount |
| Total | | $ - | Total | | $ - |

Documents #: OP-000902851
SO-001037746
Solution Name: Torrance County 911 - 2026 Vesta Renewal
Customer: Torrance County 911 Central Dispatch Center

10900 Nesbitt Avenue South
Bloomington, MN 55437

# Solution Summary

## Torrance County 911 - 2026 Vesta Renewal

**Customer:** Torrance County 911 Central Dispatch Center
**Ship To Address:** 753 Salt Missions Trail MCINTOSH, NM 87032-0436
**Bill To Address:** 753 Salt Missions Trail MCINTOSH, NM 87032-0436
**Customer ID:** VTWTORCOU0001
**Customer PO:**

**Primary Contact:** Selena Carroll
**Email:** scarroll@torrancecounty911.com
**Phone:** (505) 384-2705
**Account Executive:** Melanie Hager
**Email:** MHager@onec1.com
**Phone:** +16517967009

| Solution Summary | Billing Frequency | Current Due 7/1/26 - 6/30/27 | Total Project |
|---|---|---|---|
| Managed Services | Annual | $102,745.00 | $308,235.00 |
| Maintenance | | | |
| Other Maintenance | Prepaid | $30,526.21 | $30,526.21 |
| **Project Subtotal** | | **$133,271.21** | **$338,761.21** |
| Estimated Tax | | $10,578.40 | $10,578.40 |
| Estimated Freight | | NOT INCLUDED | NOT INCLUDED |
| Estimated Recycling Fee | | NOT INCLUDED | NOT INCLUDED |
| **Project Total** | | **$143,849.61** | **$349,339.61** |

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements . If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

This Order is valid for thirty (30) days from the date issued. Due to market volatility and supplier pricing changes, Seller reserves the right to adjust pricing or rescind and reissue this Order at any time prior to shipment if the original equipment manufacturer (OEM) or other supplier increases its pricing, imposes surcharges, modifies discount structures, or otherwise increases Seller's cost for the Products. Additionally, if the OEM or other supplier cancels an order, in whole or in part, placed by Seller on behalf of Customer, Seller may cancel this Order, in whole or in part, at any time up to forty-five (45) days prior to the scheduled ship date to align with the OEM's or other supplier's cancellation rights. Seller will provide written notice of any such adjustment. After the expiration of the 30-day period, this Order shall be of no force or effect, and any new Order shall be subject to then-current pricing and availability.

This Order is a configured order and/or contains software.

10900 Nesbitt Avenue South
Bloomington, MN 55437

ACCEPTED BY:

BUYER: _____ DATE: 7/1/26 SELLER: _____ DATE: _____

TITLE: Director TITLE: _____

# Solution Quote

| # | Item Number | Description | Term In Months | Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| **Motorola Manufacturer Support** | | | | | | |
| 1 | 04000-46001 | VMAP LOCAL PREM SPT 1YR<br>Comment: VESTA On-Premise User/Seat Fee (Annual) - 8 Positions<br>Support Dates: 7/1/2026-6/30/2027 | | 1 | $0.00 | $0.00 |
| 2 | LSV06S03769A | VESTA HYBRID COAM SRVC PKG W/O MON - 1 YEAR - RENEWAL<br>Comment: VESTA On-Premise User/Seat Fee (Annual) - 8 Positions<br>Support Dates: 7/1/2026-6/30/2027 | | 1 | $30,526.21 | $30,526.21 |
| | | | | **Motorola Manufacturer Support Subtotal:** | | $30,526.21 |
| | | | | **Total:** | | **$30,526.21** |

# Summary Maintenance Services Order Form

**Customer:** Torrance County 911 Central Dispatch Center
**Bill To Address:** 753 Salt Missions Trail
MCINTOSH, NM 87032-0436
**Customer ID:** VTWTORCOU0001
**Contact:** Selena Carroll
**Contact Phone:** (505) 384-2705
**Account Executive:** Melanie Hager
**Email:** MHager@onec1.com

**Quote #:** SO-001037746
**Quote Date:** 5/21/2026
**Quote Valid Until:** 7/19/2026
**Master Maintenance Agreement #:**
**Region:** West Public Sec
**Customer PO:**

| Supported Sites Address, City, State, Zip | Sold To | Total Annual Price |
|---|---|---|
| 753 Salt Missions Trail, , MCINTOSH, NM, 87032-0436 | | $102,745.00 |

| | | |
|---|---|---|
| Current Year Term - 7/01/2026 - 6/30/2027 | Total Annual Payment | $102,745.00 |
| | Total Value for this MSO | $308,235.00 |
| | | |
| | | |
| | | |

10900 Nesbitt Avenue South
Bloomington, MN 55437

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

For Maintenance Services or Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term (s), the Price shall be subject to annual increase as follows: upon completion of the first year of the term, the Price specified in a Solution Summary, Maintenance Services Order Form, or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

# Supported Site Details Appendix

| | | | |
|---|---|---|---|
| **Customer** | Torrance County 911 Central Dispatch Center | **Quote #** | SO-001037746 |
| **Customer ID** | VTWTORCOU0001 | **Quote Date** | 5/21/2026 |

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

| Site Detail | | | | | |
|---|---|---|---|---|---|
| Address, City, State, Zip | | Sold To | Address Code | | Total Annual Price |
| 753 Salt Missions Trail, , MCINTOSH, NM, 87032-0436 | | | SHIP2 | | $102,745.00 |
| Qty | Product # | Description | Coverage | Annual Unit Price | Total Annual Price |
| 1 | MS-ANNUAL | VTWHCH-MON-911 | | $0.00 | $0.00 |
| 1 | MS-ANNUAL | VTWHCH-MON-911 | | $0.00 | $0.00 |
| 1 | MS-ANNUAL | VTWHCH-MON-911 | | $0.00 | $0.00 |
| 1 | MS-ANNUAL | VTWHCH-MON-911 | 8 positions - Motorola | $102,745.00 | $102,745.00 |
| | | | | Total Annual Price | $102,745.00 |
| | | | | Total Value for Site | $308,235.00 |
| | | | | Quarterly Payment | $25,686.25 |




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-E

# PUBLIC NOTICE

During the regular meeting on November 12, 2026 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing regarding adoption of revision to Torrance County Zoning Ordinance 2024-04. This revision will include additions to Definitions, Zone and District clarification, and revisions regarding Cannabis production and manufacturing operations.

## TORRANCE COUNTY ZONING ORDINANCE AMENDMENTS

**WHEREAS,** the current version of the Torrance County Zoning Ordinance was last revised in 2024; and,

**WHEREAS,** the current version of the Torrance County Zoning Ordinance was last revised in 2024, it did not adequately address used mobile home standards; and,

~~**WHEREAS,** the 2024 version of the Torrance County Zoning Code did address poultry; and,not directly~~

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding Feedlots; and,

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding Special Use Districts: and,

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding residential and commercial kennels.

**WHEREAS,** the 2024 version of the Torrance County Zoning Ordinance did not adequately address cannabis operations.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO** that the Torrance County Zoning Ordinance of 1990, last revised November 13, 2024 is hereby amended to read:

**SECTION 4. DEFINITIONS. (PAGE 2)**

6. "Building" means any relatively permanent ~~enclosed~~ structure having a roof. Buildings meeting New Mexico Regulation & Licensing Construction Industries Division size standard for a required building permit are subject to the provisions specified in Section 19.F.1 of this ordinance. [REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

16. "Feedlot" means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any

time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. ~~20 to 200 head of animals, and a Large Feedlot shall contain more than 200 head of animals. A Small Feed lot shall be centered on at least 100 acres.~~ A Large Feedlot shall not be allowed, except in a special use ~~zone~~ district. Operators are suggested to obtain any and all State and Federal permits needed.

[REV: Ord. No. 2008-003, 4/23/08, Ord. No 2024-04, 11/13/24]

24. "Kennel" means any building or buildings or land designed or arranged for housing dogs, cats, and other household pets, and where grooming, breeding, boarding, training, or selling animals is conducted. For purposes of this Ordinance, the housing or boarding of more than five (5) dogs or cats in any combination thereof shall constitute a kennel. Kennels: Residential: 6 to 9 dogs, cats or combination thereof; Kennels: Commercial: 10 or more dogs, cats or combination thereof; Kennels: Foster/Rescue: 10 or more dogs, cats or combination thereof. In addition to complying with the requirements of this Ordinance, Kennels must comply with the requirements of the Torrance County Animal Control Ordinance.

[REV: Ord. No. 94-2, 2/9/94; Ord. No. 95-5, 6/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

26. "Livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch, including the carcasses thereof, and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, ostriches, emus, rheas, camelids and farmed cervidae (deer). For purposes of determining the number of livestock on a lot, one (1) horse or cow equals ~~three (3)~~ five (5) goats or ~~three (3)~~ five (5) sheep or combination thereof.

[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

29. "Mobile Home Park" means ~~an un-platted~~ a tract of land under one ownership on which spaces are leased or rented for occupancy for 30 days or more by mobile homes, and which contains a centralized system of connections for utility services.

[REV: Ord. No. 95-5, 6/10/95, Ord. No. 2024-06, 11/13/2024]

32. "Poultry" means domestic fowl, such as chickens, turkeys, ducks, and geese, but does not include any animal defined as livestock. ~~No more than 24 poultry are allowed in any combination per household. One turkey or goose equals two ducks or chickens. More than 24 poultry will constitute commercial activity and may require a Conditional Use permit.~~

~~[REV: Ord. No. 2024-04, 11/13/24]~~

45. "Temporary" For purposes of this Ordinance temporary constitutes 60 days or less. Exception: Livestock including pigs temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.

[REV: Ord. No. 2020-06, 7/8/20; Ord. No. 2024-04, 11/13/2024]

47. "Variance" means a relaxation of the terms of this Ordinance where such relaxation will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the results or actions of the applicant, a literal enforcement of this Ordinance would result in unnecessary hardship. As used in this Ordinance, a variance may be authorized only for area,

height, dimension, distance, setback, walls, off- street parking, and off-street loading requirements. Financial gain or loss shall not be a ~~the only~~ determining factor in deciding a variance. [REV: Ord. No. 2024-04]

49. "Zone ~~District~~" means a section of the County, designated in the text of this Ordinance and delineated on the Torrance County Zoning Map, in which requirements for the use of land and building and development standards are prescribed. Boundaries of zones ~~districts~~ shall follow existing property lines unless clearly otherwise shown on the Zoning Map, in which case, such boundary shall be defined by dimension and distance from existing property lines. [REV: Ord. No. 2024-04]

**SECTION 5. INTERPRETATION (PAGE 9)**

B. Interpretation of Zoning Map. Where, due to illegibility of the Zoning Map or other irregularity, there is any uncertainty as to the intended location of any zone ~~district~~ boundaries, interpretation concerning the exact location of such boundaries shall be determined by the Zoning Board. [REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

C. Interpretation of Land Uses. The County Commission shall render interpretations of land uses in any zone or district not expressly enumerated in this ordinance, subject to the following standards and procedures: [REV: Ord. No. 2024-04, 11/13/2024]

4.b No use interpretation shall permit any use in a zone or district that is not in accordance with the stated intent for that zone district. [REV: Ord. No. 2024-04, 11/13/2024]

4.d If the proposed use is more similar to an identified conditional use in a zone or district, then any use interpretation shall specify conditional or special use requirements in accordance with this Ordinance. [REV: Ord. No. 2024-04, 11/13/2024]

**SECTION 6. GENERAL PROVISIONS (PAGE 10)**

C. Mobile Home Installation. No mobile home shall be occupied unless it is connected to adequate utilities, provided with skirting of a durable material if not installed at ground level, and stabilized and anchored, all in accordance with the regulations promulgated by the Manufactured Housing Act of New Mexico[60-14-1 et seq., NMSA 1978]. No mobile home older than 30 years ~~manufactured before the current federal HUD standard (1976 as of this printing)~~ shall be installed anywhere in the jurisdiction of Torrance County. As noted in Section 19.F.1, a Torrance County Mobile Home Development Permit is required before any mobile home is placed on a property.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

I. ~~Small~~ Feedlots. ~~Small~~ Feedlots are subject to the following minimum requirements:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

I.3. "Feedlot" means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones.

For purposes of this Ordinance, a Small Feedlot shall contain 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. A Large Feedlot shall not be allowed, except in a special use zone. Operators are suggested to obtain any and all State and Federal permits needed.

[REV: Ord. No. 2024-04, 11/13/2024]

L. Sheds. Sheds are a structure intended for storage and are not intended for use as a dwelling. Living in a shed will not be permitted unless preapproved plans by CID for construction or modification to use as a dwelling are provided, or the shed is manufactured at full Residential Dwelling ANSI standards. Violation may result in a fine of up to $300.00 and/or 90 days in jail.

[REV: Ord. No. 2024-04]

M. Commercial Greenhouse operations for growing cannabis will be subject to the following regulations:

[Rev Ord. No. 2024-04, 11/13/2024]

1. In zones where commercial greenhouse operations may take place a Conditional Use permit is required.

2. Number of plants intended to be applied for with the CCD (Cannabis Control Division) shall be disclosed.

3. One State issued cannabis grow and or production license per parcel.

4. A copy of the license issued by the CCD will be provided for the Conditional Use to go into full effect.

5. Facility square footage will be dictated by number of plants, e.g.: 200 plants= 700 sq. ft.; 500 plants= 1750 sq. ft; 1000 plants= 3500 sq. ft. ; extrapolations to the maximum of 20,000 plants will dictate size of facility (minor variation allowed).

6. Conditional Uses will be granted only for the number of plants disclosed. Future changes to the size of operation will require a modification to the Conditional Use granted by The Planning & Zoning Board.

7. Violation of these regulations may result in revocation of the Conditional Use permit.

## SECTION 7. ESTABLISHMENT OF ZONES and DISTRICTS. (PAGE 14)

[Rev Ord. No. 2024-04, 11/13/2024]

A. Zones ~~Districts~~. For the purpose of this Ordinance, the following zones ~~districts~~ are established: Conservation ~~District~~ (C), Agricultural ~~District~~ (A), Agricultural Preservation ~~District~~ (AP-5, AP-10, & AP-40), Pre-platted Lands ~~District~~ (PL), Rural Residential ~~District~~ (RR), Minor Development ~~District~~ (D-1), Major Development ~~District~~ (D-2), Major Development ~~District~~, Adult Land Uses (D-3), Village Community Preservation ~~District~~ (VCP), Rural Community Preservation ~~District~~ (RCP). ~~and~~ Special Use (SU) and Solid Waste (SW) are established as Districts within a Zone.

[REV: Ord. No. 95-9, 10/13/95; Ord. No. 95-11, 11/10/95; Ord. No. 2001-2,

3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

B. Zoning Map. The boundaries of the zones and districts shall be shown on the adopted "Torrance County Zoning Map". The original copies of the zoning map and this Ordinance, and subsequent amendments thereto, shall be maintained by the Planning & Zoning Office and GIS Office ~~County Clerk~~ of Torrance County. Zoning maps shall be made available for public reference by the Zoning Director. A Zoning Map can be obtained for a fee in the GIS Office. ~~There is a fee for a copy of an enlarged zoning map and a copy of the Zoning Ordinance set by the County Commission. A schedule of fees is available from the Zoning Director.~~
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**SECTION 8.0. CONSERVATION ZONE ~~DISTRICT~~ (C). (PAGE 14)**
[Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:
[Rev. Ord. No. 2024-04, 11/13/2024]

2. Small Bed and Breakfast operations limited to two guest bathrooms and no more than 8 (eight) guests; [REV. Ord. No. 2024-04, 11/13/2024]

8. One supplemental residential dwelling unit allowed on a parcel meeting ~~district~~ zone minimum standards; 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section. [REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land use within this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

e. One supplemental residential dwelling unit is allowed on a parcel meeting ~~district~~ zone minimum standards. If a parcel is at least eighty acres or a 1/8 section in area, then up to two supplemental residential dwelling units are allowed on such a parcel.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08;
Ord. No. 2024-04, 11/13/2024]

**SECTION 8.1 AGRICULTURAL ~~DISTRICT~~ ZONE (A). (PAGE 17)**
[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ is intended to preserve large areas of land traditionally used for farming and ranching operations and other agricultural uses. This zone ~~district~~ is characterized by arid rangeland, extreme limitations on water resources and minimal development. The standards prescribed for this ~~district~~ zone are intended to preserve the traditional uses of the land and thereby protect the business of agriculture and related work. Development may be considered within a 1 mile buffer zone where the "A" Zone joins another zone ~~district~~ and density or minimum lot size or use within the buffer area may be dictated by the standards set for the adjoining area.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

8. Accessory uses and structures necessary and in proportion to the conduct of normal agricultural production .
(See C.9) [REV: Ord. No. 95-11, 11/10/95, Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:
[Rev. Ord. No. 24-04, 11/13/2024]

4. Small Bed and Breakfast operations limited to two guest bathrooms, and no more than 8 (eight) guests. [Rev. Ord. No. 24-04, 11/13/2024]

9. One supplemental residential dwelling unit allowed on a parcel meeting ~~district~~ zone minimum standards, 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

10. ~~Small~~ Feedlot ~~centered on at least 100 acres.~~ A Feedlot is subject to the following requirements: Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre.
[Rev. Ord. No 2024-04, 11/13/2024]

c. Feedlot means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. A Large Feedlot shall not be allowed, except in a special use zone. Operators are suggested to obtain any and all State and Federal permits needed.
[Rev. Ord. No 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~district~~

[Rev. Ord. No 2024-04, 11/13/2024]

2. A one mile buffer zone will be established around the periphery of the "A" zone where it comes in contact with another zone ~~district~~. Within the buffer zone, the Zoning Board may allow development to take place which is consistent with the zone ~~district~~ to which it joins.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**SECTION 9. AGRICULTURAL PRESERVATION ~~DISTRICT~~ ZONE (AP-5, AP-10 & AP-40). (PAGE 20)** [Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ is intended to protect and preserve areas of suitable agricultural soil for agricultural and agriculture-related uses. The standards prescribed for this ~~district~~ zone are intended to preserve the open character of the area and thereby to protect the business of agriculture. The minimum lot size in this zone ~~district~~ shall be either five acres (AP-5), ten acres (AP-10), or forty acres (AP- 40), as indicated on the Zoning Map. [Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

3. Raising, breeding, management and sales of livestock, ~~excluding pigs~~ as long as such use is not a Feedlot.
[REV: ~~Ord. No. 2001-2, 3/14/2007~~ (obviously in error), Ord. No. 2024-04, 11/13/2024]]

a. AP-5 ~~districts~~ zones have the following restrictions on the number of livestock used as pleasure animals or animals for personal use according to lot size; minimum 1 acre: No more than one (1) horse or one (1) cow or an equivalent number of sheep or goats. [Rev. Ord. No. 2024-04, 11/13/2024]

b. Equivalency is determined as one (1) horse or cow equals ~~three (3)~~ five (5) goats or ~~three (3)~~ five (5) sheep or combination thereof.

d. Exception: Livestock ~~including pigs~~ temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.
[Rev. Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. One supplemental residential dwelling unit allowed on a parcel meeting zone ~~district~~ minimum standards; in the AP-5 and AP-10 zones ~~districts~~, a temporary supplemental residential dwelling unit may only be used so that reasonably necessary medical or other care-taking services may be provided by a resident of the other on-site residential dwelling unit; in the AP-40 zone ~~district~~, 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

4. ~~Large scale~~ Commercial processing of agricultural products;
[Rev. Ord. No. 24-04, 11/13/2024]

9. A Small Feedlot ~~shall be centered on at least 100 acres~~. A Feedlot is subject to the following requirements: Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between

the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

2. AP-5 ~~districts~~ zones have the following restrictions on the number of livestock used as animals for personal use according to lot size:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

a. On lots that do not conform to the zone ~~district~~ minimum standard but are at least 1 acre in area, there shall be no more than one (1) horse or one (1) cow or an equivalent number of sheep or goats per acre [Rev. Ord. no. 2024-04, 11/13/2024]

b. On lots that exceed the zone ~~district~~ minimum standard for acreage, additional livestock units are allowed based upon one (1) horse or cow unit per each additional acre of land.
[Rev. Ord. No. 2024-04, 11/13/2024]

## SECTION 10. PREPLATTED LANDS ZONE ~~DISTRICT~~ (PL). (PAGE 24)
[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ provides for the appropriate development of pre-platted subdivisions which are not considered adequate by current planning or environmental standards. This zone ~~district~~ is comprised of certain Type 1 and Type 2 subdivisions platted and placed on record with the County Clerk prior to 1973, often held in multiple ownership, and substantially or totally undeveloped. This zone ~~district~~ is established to encourage and promote private land readjustment through techniques such as subdivision re-platting or lot consolidation, followed by a change to a more appropriate zone ~~district~~, if necessary. [Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. All Permissive Uses allowed in the RR Zone ~~District~~.
[Rev. Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

1. All Conditional Uses allowed in the RR Zone ~~District~~.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

2. The Zoning Board may determine that a Variance, instead of a Conditional Use Permit, is more appropriate for a proposed development in this zone ~~district~~.
[REV. Ord. No. 2020-06, 7/8/20, Ord. No. 2024-04, 11/13/2024]

D. District Standards. The following standards apply to all land uses within this zone ~~district~~:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Lots shall not be further subdivided or re-platted into lots smaller than the nearest prevailing zone ~~district~~. [REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]]

2. In the event that contiguous lots within a specified area are assembled for readjustment and a master plan or site plan for future development is proposed, then such area shall be subject to the setback requirements established for the RR zone ~~district~~.

[REV: Ord. No. 95-5, 6/10/95, Ord. No. 2024-04, 11/13/2024]

**SECTION 11. RURAL RESIDENTIAL ~~DISTRICT~~ ZONE (RR). (PAGE 25)**

[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ accommodates rural residential development and certain agricultural uses such as irrigated croplands and limited livestock management. Large-lot residential land subdivision is characteristic of this zone ~~district~~.

[Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:

[Rev. Ord. No. 2024-04, 11/13/2024]

e. 1 acre (minimum): No more than one (1) horse or cow or an equivalent number of sheep or goats. Equivalency is determined as one (1) horse or cow equals ~~three (3)~~ five (5) goats or ~~three (3)~~ five (5) sheep or combination thereof. [REV: Ord. No. 2020-06, 7/8/20; Ord. No. 24-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:

[Rev. Ord. No. 2024-04, 11/13/2024]

3. One temporary supplemental residential dwelling unit allowed on a parcel meeting ~~district~~ zone minimum standards so that reasonably necessary medical or other care-taking services may be provided by a resident of the other on-site residential dwelling unit;

[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~district~~:

[Rev. Ord. no. 2024-04, 11/13/2024]

**SECTION 12. MINOR DEVELOPMENT ~~DISTRICT~~ ZONE (D-1). (PAGE 29)**

[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ provides for commercial and business uses intended to serve the surrounding neighborhoods on a day-to-day basis including retailing and personal services. Development in this zone ~~district~~ shall be characterized as low intensity or small-scale, and shall not be detrimental to nearby residential uses.

[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:

[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board:

[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2020-06, 7/8/20, Ord. No. 2024-04, 11/13/2024]

b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zones ~~districts~~, and [REV. Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~ing district~~:
[REV. Ord. No. 2024-04, 11/13/2024]

4. Any non-residential activity in this zone ~~ing district~~ that requires outdoor storage of supplies or material, other than living plants, must provide an outdoor storage area enclosed by a six (6) foot wall or fence of sufficient structure to conceal the outdoor storage area;
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zones ~~districts~~; and
[REV. Ord. No. 2024-04, 11/13/2024]

## SECTION 13.0 MAJOR DEVELOPMENT ZONE ~~DISTRICT~~ (D-2) (PAGE 34)
**[REV. Ord. No. 2024-04, 11/13/2024]**

A. Intent. This zone ~~district~~ accommodates the major business activities in the area, including highway-related commercial activities, office and entertainment facilities, wholesale and retail sales, and service providers. The land uses within this zone ~~district~~ shall be developed with adequate transportation access and appropriate design to minimize any negative impacts to abutting lands.
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

2. All permissive uses allowed in the D-1 zone ~~district~~;
[REV. Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board;
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zone ~~district~~, and
[REV. Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~ing district~~:
[REV. Ord. No. 2024-04, 11/13/2024]

4. Any non-residential activity in this zone ~~ing~~ ~~district~~ that requires outdoor storage of supplies or materials, other than living plants, must provide an outdoor storage area enclosed by a wall or fence of sufficient structure to conceal the outdoor storage area;
[REV: Ord. No. 95-9, 10/13/95; ORD. No. 2024-04, 11/13/2024]

b. A solid wall or fence at least six (6) feet high is erected between the activity and any abutting residential zone ~~district~~, and
[REV. Ord. No. 2024-04, 11/13/2024]

**SECTION 13.1 MAJOR DEVELOPMENT ZONE ~~DISTRICT~~, UNDETERMINED IMPACT AND ADULT LAND USES (D-3). (PAGE 37)**
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone is intended to allow the uses and apply the standards described in the D-2 Zone ~~District~~ with the addition of a conditional use and additional standards and procedures for Adult Land Uses. [REV: ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. The following permissive uses are allowed in this zone ~~district~~:
[REV: Ord. No. 2024-04, 11/13/2024]

1. All permissive uses allowed in D-2 Zone ~~District~~;
[REV: Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board: All conditional uses allowed in the D-2 Zone and Adult Land Uses, as described and authorized in Subsection E below.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No 2024-04, 11/13/2024]

2. Cannabis product retail or wholesale outlets and lounges.
[REV: Ord. No. 2020-06, 7/8/20]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~district~~: All the District Standards required in the D-2 Zone ~~District~~.
[REV: Ord. No. 2024-04, 11/13/2024]

E. Additional Standards and Procedures for Adult Land Uses. In addition, the following standards and procedures apply to the below-defined Adult Land Uses that are lawful as conditional uses in the D-2 Zone ~~District~~:
[REV: Ord. No. 2024-04, 11/13/2024]

1) An Application meeting the submittal deadline shall be heard at ~~submitted 15 or more days prior to~~ the next regularly scheduled Zoning Board monthly meeting ~~shall be heard at that meeting~~;
[REV. Ord. No. 2024-04, 11/13/2024]

2) Unless Applicant requests or consents to a deferral, the Zoning Board shall render its ~~oral~~ recommendation at the time of its meeting ~~and, within 7 days following the meeting, the Zoning Board shall submit a written Recommendation to the County Commission;~~
[REV. Ord. No. 2024-04, 11/13/2024]

3) ~~Directly f~~ Following the Zoning Board meeting, and the 14 day appeal period per Statute the County Commission shall call for a public meeting as soon as is practical by notification of the time and place of the public hearing published in the next available newspaper of general circulation in the County at least 15 days prior to the hearing; and
[REV. Ord. No. 2024-04, 11/13/2024]

~~4) From the date of submission of a completed application, a decision of the County Commission must be made within 60 days If a decision is not rendered, either approving or denying the Conditional Use Application, within the 60-day period, the Application will be approved and issued as a matter of law. Any time that lapses during a deferral requested by or consented to by the Applicant shall be excluded from the calculation of the 60-day period.~~The hearing of the Application shall take place at the next

regularly scheduled bi-weekly meeting of the County Commission following the expiration of the 15-day notice period. Upon conducting its public hearing, the County Commission shall render an oral decision, either to approve or deny the Conditional Use Permit, at the conclusion of the hearing. The Commission may adopt a written decision at its next regularly scheduled meeting.
[REV. Ord. No. 2024-04, 11/13/2024]

~~[REV: Ord. No. 2008-003, 4/23/08]~~

**SECTION 14.0 VILLAGE COMMUNITY PRESERVATION ZONE ~~DISTRICT~~ (VCP). (PAGE 45)**
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone ~~district~~ preserves residential clusters in established unincorporated communities, and is intended to protect development of historic significance. This ~~district~~ zone allows residential development with necessary commercial, business, and other non-residential activities which serve local residents. The ~~district~~ zone regulations permit future development consistent with the existing character of the community, subject to health and safety standards.
[Rev: Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97; Ord. No. 2001-2, 3/14/01
Ord. no. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone ~~district~~ only upon permit granted by the Zoning Board: All Conditional Uses allowed in the RR Zone ~~District~~ for business, service and commercial establishments, primarily intended to service local residents.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2020-06, 7/8/20, Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land uses within this zone ~~district~~:
[Rev: Ord. No. 2024-04, 11/13/2024]

**SECTION 14.1 RURAL COMMUNITY PRESERVATION ZONE ~~DISTRICT~~ (RCP). (PAGE 46)**
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone ~~district~~:
[Rev: Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this ~~district~~ zone only upon permit granted by the Zoning Board:
[Rev: Ord. No. 2024-04, 11/13/2024]

2. Small Bed and Breakfast operations limited to two guest bathrooms and no more than 8 (eight) guests; [Rev: Ord. No. 2024-04, 11/13/2024]

8. One supplemental residential dwelling unit allowed on a parcel meeting zone ~~district~~ minimum standards; 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section. [Rev: Ord. No. 2024-04, 11/13/2024]

D. ~~District~~ Zone Standards. The following standards apply to all land use within this zone ~~district~~:
[Rev: Ord. No. 2024-04, 11/13/2024]

## SECTION 15. SOLID WASTE MANAGEMENT DISTRICT (SW) (PAGE 49)

A. Intent. This ~~zone~~ district provides for the siting, development, and operation of solid waste facilities in Torrance County. The boundaries of this ~~zone~~ district shall be defined as needed on a case-by-case basis following the amendment procedures and siting criteria provided in this Ordinance. Disposal of solid waste within Torrance County shall be regulated in accordance with all relevant laws including this Ordinance, the Torrance County Solid Waste Management Ordinance (Ord. No. 94-12), and all other applicable municipal, county, state, and federal laws pertaining to solid waste. Furthermore, no solid waste facility shall be established or operated without first obtaining a Solid Waste Facility Permit from the County Commission in accordance with the procedures set forth in this Ordinance.
[REV: Ord. No. 95-4, 6/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]]

C. Application for ~~Zoning~~ District Amendment. Each application ~~for a zone change~~ to establish a Solid Waste Management District must be accompanied by a facility development report and site plan of sufficient size and scale in order to show:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

4. The Zoning Board shall prepare and transmit a ~~recommendation~~ decision in writing to the County Commission ~~within 7 days~~ after the 14 day appeal period after their review of the application is completed. The County Commission shall review the application, the ~~recommendations~~ decision of the Zoning Board, and any relevant public comment at a regularly scheduled meeting. Upon determining that the application for the solid waste facility is in compliance with this Ordinance, the County Commission shall grant a Solid Waste Facility Permit.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

E. Siting Criteria. This ~~zone~~ district shall be subject to the following siting criteria:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

F. Operational Criteria. This ~~zone~~ district shall be subject to the following operational criteria:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

## SECTION 16. SPECIAL USE DISTRICT (SU) (PAGE 52)

A. Intent. This ~~zone~~ district provides for singular developments which require special consideration because of their magnitude, unusual nature, infrequent operations, questionable impact on surrounding property, or other such reason. The boundaries of this ~~zone~~ district shall be defined as needed on a case-by-case basis following the amendment procedures provided in this Ordinance. Special conditions may be imposed by the County Commission following ~~recommendation~~ a decision by the Zoning Board. The County Commission may not grant ~~a zone change for~~ the establishment of a Special Use District unless satisfactory provisions have been made:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

2. To preserve the integrity and character of the area in which the Special Use District will be located, and the utility and value of property in the Special Use District and in adjacent zones ~~districts~~; and [Rev: Ord. No. 2024-04, 11/13/2024]

B. Application. Each application ~~for a zone change~~ to establish a Special Use District must declare the proposed use and, unless otherwise specified, must be accompanied by a site development plan of sufficient size and scale in order to:

[Rev: Ord. No. 2024-04, 11/13/2024]

C. Removal of ~~Zones~~Districts. In the event that a use authorized as a Special Use District is permanently discontinued, the Special Use District may be canceled and removed under the provisions of ~~for an amendment to~~ this Ordinance. That area delineated by a discontinued Special Use District shall ~~be rezoned~~ revert to the prevailing zone ~~district~~ as determined by the County Commission following recommendation by the Zoning Board.

[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

D. Uses Allowed in Special Use District. A Special Use District may be authorized only for uses designated by the County Commission that are not permissive or conditional uses as defined by the Zones ~~Districts~~ enumerated above. Designated uses for ~~this zone~~ a Special Use district which are subject to specific requirements or regulations are prescribed as follows:

[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

4. Dairies, slaughter houses, and Large Feedlots (more than 201 head of animals);

[REV. Ord. No. 2024-04, 11/13/2024]

c. Solar Energy Facility Permit: If the County Commission approves a special use district for a Solar Energy Facility, the County Commission shall also issue to the applicant a Solar Energy Facility Permit. The Solar Energy Facility Permit shall specify additional conditions that apply to the Solar ~~Wind~~ Energy Facility. [REV. Ord. No. 2024-04, 11/13/2024]

4) A survey map at an appropriate scale showing the proposed location of the solar energy facility (including access roads) as it relates to the boundaries of the parcel, adjacent ownerships and existing residences/schools, churches, hospitals, or libraries to a distance of 2,000 feet ~~(or other measure).~~ [REV. Ord. No. 2024-04, 11/13/2024]

2) Siting and Installation:

a) To the extent practic~~bal~~e, the facility shall combine transmission lines and points of connection to local distribution lines. [REV. Ord. No. 2024-04, 11/13/2024]

b) To the extent practic~~bal~~e, the facility shall connect to existing substations, or if new substations are needed, minimize the number of new substations. [REV. Ord. No. 2024-04, 11/13/2024]

b. A PAD may be constructed in increments provided a development phasing schedule showing anticipated initiation and completion of each phase is documented, and provided each phase includes a site development plan as required for this zoning ~~district~~ and is reviewed and approved prior to development as a separate but component plan of the PAD,

[Rev: Ord. No. 2024-04, 11/13/2024]

**SECTION 16.1. TEMPORARY LAND USE OR SPECIAL EVENT PERMIT (PAGE 65)**

Incidental or infrequent uses/events such as but not limited to circuses, fairs, carnivals, and outdoor sales that are commonly associated with a business or club which include but is not limited to civic, fraternal, charitable, religious, and patriotic organizations or temporary outdoor sales, or other commercial uses, may be allowed in "D" zones ~~districts~~ or on properties with an active Conditional Use or Special Use permit. Temporary Land Use or Special Event

Permits shall be issued by the Planning and Zoning Director or designee, and shall be subject to the following conditions:
[Rev: Ord. No. 2024-04, 11/13/2024]

**NO CHANGES TO SECTIONS 17 AND 18**

**SECTION 19. ADMINISTRATION. (PAGE 71)**

3. Zone and District Changes;
[Rev: Ord. No. 2024-04, 11/13/2024]

3) Submit the appropriate ~~septic~~ liquid waste permit by the State Environment Department. [REV. Ord. No. 2024-04, 11/13/2024]

F. Development Review Permit. For purposes of this Ordinance, with respect to any premises within the jurisdiction of Torrance County:

4) Submit the appropriate well permit issued by the State Engineer's Office or letter of intent from a centralized water system which states the proper legal description for the subject property and confirms there is a sufficient amount of water to provide for potable, sanitary, and minor fire suppression service to the dwelling or accessory structure. Applications which rely upon water harvesting or hauling water from a source off-premise must have on-premise storage capacity sufficient to provide the services listed above may be designed by a licensed contractor, New Mexico licensed engineer, or architect. The contractor will include a copy of their current license issued by CID. Systems designed by the property owner will be reviewed and stamped ~~designed~~ by a New Mexico licensed engineer or architect. [REV. Ord. No. 2024-04, 11/13/2024]

5) Submit a copy of the (1) New Mexico Registration and Title, or (2) Manufacture Certificate of Origin, or (3) a purchase agreement for a mobile or modular home. [REV. Ord. No. 2024-04, 11/13/2024]

6) Submit a statement, i.e. a construction account for new development or a copy of a current permit if there is existing development, from the Solid Waste Authority ~~that you will be receiving their services for developments of human occupation.~~ [REV. Ord. No. 2024-04, 11/13/2024]

9) Where the property to be developed lies within a special flood hazard area, submit a preconstruction elevation certificate, and within one year a post-elevation certificate will be required, Failure to do so may result in a fine of $300.00 and/or 90 days in jail. Additional information and documentation as provided in the Flood Damage Prevention Ordinance,92-4, or the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP).
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**SECTION 20. NONCONFORMITIES. (PAGE 74)**

A. Definition. Within the zones ~~districts~~ established by this Ordinance, there exist: lots, structures, or uses of land or structures which were lawful before this Ordinance was passed or amended, but would be prohibited or restricted under the terms of this Ordinance. It is the intent of this Ordinance to allow these nonconformities to continue until they are removed, but not to encourage their survival.
[Rev: Ord. No. 2024-04, 11/13/2024]

**SECTION 21. CONDITIONAL USE PERMITS. (PAGE 75)**

C. Posting Signs. The Zoning Director shall post one or more signs on the premises involved, no less than 15 days prior to the date of the Zoning Board meeting at which the Conditional Use Permit application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the meeting at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which abuts the premises involved. ~~The applicant is responsible for removing~~ Planning & Zoning will remove such signs within five days after a decision is made on the Conditional Use Permit. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, ~~except the applicant or an agent for the applicant or the Zoning Director,~~ to remove any such sign during the period it is required to be maintained under this paragraph. Failure to properly maintain signs is grounds for deferral or denial of the application.

[REV: Ord. No. 97-6, 6/27/97; Ord. No. 2008-003, 4/23/08, Rev. Ord. No. 2024-04, 11/13/2024]

2. Where there has been a significant change in the physical extent, operations, or character of a permitted conditional use, the Zoning Board may require a renewal of the original Conditional Use Permit. Significant change shall be determined by the Zoning Board, based on a scheduled review of the Conditional Use Permit.

[REV: Ord. No. 2008-003, 4/23/08]

3. Cannabis production and/or manufacturer operations are subject to the following:

a) One State issued cannabis production and or manufacturer license per parcel.

b) Number of plants applied for with the CCD shall be disclosed.

c) Facility square footage will be dictated by number of mature plants,
e.g.: 500 [mature] plants= 1750 sq.ft 1000 [mature] plants= 3500 sq ft,
up to 70,000 square feet for a 20,000 [mature] plant operation (minor variation allowed)

d) CUP will be conditional on number of plants and facility square footage. Any desired change of facility square footage or number of plants will require a modification to the existing Conditional Use permit, approved by the Planning & Zoning Board.

e) Violation of these regulations may result in revocation of the Conditional Use permit.

[REV. Ord. No. 2024-04, 11/13/2024]

6. The County Commission may revoke a permit if the requirements and restrictions required by this Ordinance are not met. Before a permit may be revoked, the permittee must be given ~~at least 10 days~~ written notice of the specific charges and be given the opportunity for a hearing before the County Commission.

[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**SECTION 22. VARIANCES. (PAGE 78)**

C. Posting Signs. The Zoning Director shall post one or more signs on the premises involved no less than 15 days prior to the date of the Zoning Board meeting at which the variance application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the meeting at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which

abuts the premises involved. Planning & Zoning ~~The applicant~~ is responsible for removing such signs within five days after a decision is made on the variance. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, except ~~the applicant or an agent for the applicant or~~ the Zoning Director, to remove any such sign during the period it is required to be maintained under this paragraph.
[REV: Ord. No. 97-6, 6/27/97; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**SECTION 23. WATER USAGE. (PAGE 79)**

D. Agency Response.
~~The state and/or local agencies shall be given forty-five (45) days from their receipt of the application to review and return an opinion regarding its effect on water resources within the County. The Zoning Director shall obtain receipts or other proof showing the date the opinion request was received by each state or local agency. In reviewing an application, the Zoning Board shall consider any timely agency response or comment in making a decision or recommendation on the application.~~
If a response from the respective agencies is received the response will be considered by the Zoning Board at the next regularly scheduled meeting.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

3. Effects on water quantity, including potential impairment of prior existing water uses, individual domestic wells will not be considered to be an impairment of prior existing water uses.
[Rev. Ord. No. 2024-04, 11/13/2024]

**SECTION 24. AMENDMENTS. (PAGE 80)**

A. Amendment. The County Commission may amend any part of this Ordinance, including the zone or district boundaries. The County Commission may elect to submit a proposal for amendment to the Zoning Board for review and recommendation made by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

B. Application. Any request for an amendment to this Ordinance, not originating from the County Commission or from a committee established by the County Commission to propose an amendment, shall be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. The Zoning Board shall prepare and transmit a recommendation in writing to the County Commission ~~within 7~~ 30 ~~days~~ after their review of the proposed amendment is completed. To the extent possible, all abutting property owners of any land proposed for a zone change shall be notified of the Zoning Board meeting at which a zone change will be reviewed for recommendation to the County Commission. An application to amend the zone map for specific parcel of land must be accompanied by a site development plan showing to scale and in detail the proposed structures on the site, distance from structures on adjoining properties, ingress and egress, parking and signage. If the application is approved by the County Commission, the land uses on the parcel shall conform to the site development plan and may only be modified by approval of the Zoning Board of a revised plan.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Rev. Ord. No. 2024-04, 11/13/2024]

D. Posting Signs. The Zoning Director shall post one or more signs on the premises involved no less than 15 days prior to the date of the Zoning Board meeting at which the amendment application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the public hearing at which the zoning action will be considered. At least one on-premise sign shall be visible from each road

which abuts the premises involved. Planning & Zoning ~~The applicant~~ is responsible for removing such signs within five days after a decision is made by the County Commission on the application for amendment. Failure to properly ~~post~~ maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, except ~~the applicant or an agent for the applicant or the~~ ~~Zoning Director~~ Planning & Zoning, to remove any such sign during the period it is required to be maintained under this paragraph.

[REV: Ord. No. 97-6, 6/27/97, Ord. No. 2024-04, 11/13/2024]

E. ~~Notification by Mail. Whenever a property owner initiates a zone change for an area of one block or less (or 5 acres or less), notice of the public hearing shall be mailed by certified mail, return receipt requested, to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. Whenever a property owner initiates a zone change for an area of more than one block (or more than 5 acres), notice of the public hearing shall be mailed by first class mail to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. If any notice by first class mail is returned undeliverable, the County shall attempt to discover the owner's most recent address and shall remit the notice by certified mail, return receipt requested, to that address.~~

Notification by Mail. Whenever a property owner initiates a zone change for an area of one block or less (or 5 acres or less), notice of the public hearing shall be mailed by first class mail, to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. Whenever a property owner initiates a zone change for an area of more than one block (or more than 5 acres), notice of the public hearing shall be mailed by first class mail to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. Notification by mail is not required for County-wide changes, initiated by the County, for purposes of revising or adopting a new zoning category; however, such changes are subject to the public notice requirements provided herein for the public hearing to consider an amendment to this Ordinance.

[REV: Ord. No. 97-2, 3/26/97, Ord. No. 2024-04, 11/13/2024]

F. Procedure. The Zoning Board shall make its decision on each application and shall make a recommendation to the Board of County Commissioners. The Board of County Commissioners shall act to uphold, overturn, or remand the decision to the Zoning Board no later than the next regularly scheduled meeting of the Board of County Commissioners ~~immediately~~ following the Appeal Period.

[Rev. Ord. No. 2024-04, 11/13/2024]

**NO CHANGE TO SECTION 25**

**SECTION 26. FEES. (PAGE 82)**

A. Applications. Any applications required by this Ordinance shall be filed on prescribed forms obtainable from the Zoning Director ~~upon~~ and payment of the filing fee. Such fees shall not be required where the County or any official thereof is the moving party. The purpose of the filing fee is to cover administrative and processing costs and shall not be refundable.

[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]]

4. Zone ~~District~~ Change Permit [Rev: Ord. No. 2024-04, 11/13/2024]

12. Enlarged Zoning Maps [REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

**NO CHANGES TO SECTIONS 27 AND 28**

**SECTION 29. EFFECTIVE DATE. (PAGE 83)**

This Ordinance shall become effective on the 20th day of April 1990, following publication of title and general summary. Amendments to this Ordinance are effective when adopted by the County Commission according to the laws governing County ordinances.
[REV: Ord. No. 2008-003, 4/23/08]

ORIGINALLY PASSED APPROVED AND SIGNED the 21st day of March 1990, by the Board of County Commissioners of Torrance County, New Mexico.

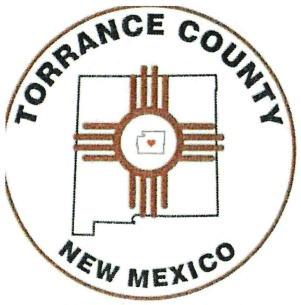
AMENDED on the 11th day of May 2016, by the Board of County Commissioners of Torrance County, New Mexico.

AMENDED on the 8th day of July 2020, by the Board of County Commissioners of Torrance County, New Mexico, Amendments shall be effective on the 1st day of August 2020.

AMENDED on the 13th day of November, 2024, by the Board of County Commissioners of Torrance County, New Mexico. Amendments shall become effective on the __13th_ day of _November, 2024 .

AMENDED on the ___ day of XXX, 2026, by the Board of County Commissioners of Torrance County, New Mexico. Amendments shall become effective on the ___ day of XXX, 2026.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF_____, 2026




# TORRANCE COUNTY ZONING ORDINANCE

Adopted by the Board of County Commissioners of Torrance County on
March 21, 1990
[Including revisions to: Month, day, 2026)

**TORRANCE COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**ORDINANCE NO 2026-____**

**BE IT ENACTED BY THE COUNTY COMMISSION OF TORRANCE COUNTY:**

**TORRANCE COUNTY ZONING ORDINANCE AMENDMENTS**

**WHEREAS,** the current version of the Torrance County Zoning Ordinance was last revised in 2024; and,

**WHEREAS,** the 2024 version of the Torrance County Zoning Ordinance did not adequately address used mobile home standards; and,

**WHEREAS,** the 2024 version of the Torrance County Zoning Ordinance did not directly address poultry; and,

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding Feedlots; and,

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding Zones and Districts: and,

**WHEREAS,** substantially identical to the original version passed in 1990, clarification was needed regarding residential and commercial kennels.

**WHEREAS,** the 2024 version of the Torrance County Zoning Ordinance did not adequately address cannabis operations.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO** that the Torrance County Zoning Ordinance of 1990, last revised November 13, 2024 is hereby amended to read:

## Table of Contents


SECTION 1. TITLE ..... 1
SECTION 2. PURPOSE ..... 1
SECTION 3. JURISDICTION ..... 1
SECTION 4. DEFINITIONS ..... 2
SECTION 5. INTERPRETATION ..... 9
SECTION 6. GENERAL PROVISIONS ..... 10
SECTION 7. ESTABLISHMENT OF ZONE AND DISTRICTS ..... 14
SECTION 8.0. CONSERVATION DISTRICT (C) ..... 14
SECTION 8.1. AGRICULTURAL DISTRICT (A) ..... 17
SECTION 9. AGRICULTURAL PRESERVATION DISTRICT (AP-5, AP-10 & AP-40) ..... 20
SECTION 10. PREPLATTED LANDS DISTRICT (PL) ..... 24
SECTION 11. RURAL RESIDENTIAL DISTRICT (RR) ..... 25
SECTION 12. MINOR DEVELOPMENT DISTRICT (D-1) ..... 29
SECTION 13.0. MAJOR DEVELOPMENT DISTRICT (D-2) ..... 34
SECTION 13.1. MAJOR DEVELOPMENT DISTRICT, UNDETERMINED IMPACT AND ADULT LAND USE (D-3) ..... 37
SECTION 14.0. VILLAGE COMMUNITY PRESERVATION DISTRICT (VCP) ..... 45
SECTION 14.1. RURAL COMMUNITY PRESERVATION DISTRICT (RCP) ..... 46
SECTION 15. SOLID WASTE MANAGEMENT DISTRICT (SW) ..... 49
SECTION 16. SPECIAL USE DISTRICT (SU) ..... 52
SECTION 16.1. TEMPORARY LAND USE OR SPECIAL EVENT PERMIT ..... 65
SECTION 17. OFF-STREET PARKING AND LOADING ..... 66
SECTION 18. SIGN REGULATIONS ..... 67
SECTION 19. ADMINISTRATION ..... 71
SECTION 20. NONCONFORMITIES ..... 74
SECTION 21. CONDITIONAL USE PERMITS ..... 75
SECTION 22. VARIANCES ..... 78
SECTION 23. WATER USAGE ..... 79
SECTION 24. AMENDMENTS ..... 80
SECTION 25. APPEALS ..... 82
SECTION 26. FEES ..... 82
SECTION 27. PENALTIES ..... 83
SECTION 28. SEVERABILITY ..... 83
SECTION 29. EFFECTIVE DATE ..... 83

# ZONING ORDINANCE
# FOR
# TORRANCE COUNTY, STATE OF NEW MEXICO

AN ORDINANCE ESTABLISHING COMPREHENSIVE ZONING REGULATIONS AND A ZONING MAP FOR THE UNINCORPORATED AREAS OF TORRANCE COUNTY, NEW MEXICO; AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT, AND AMENDMENT THEREOF.

## SECTION 1. TITLE.

These regulations shall be known as the "TORRANCE COUNTY ZONING ORDINANCE" and shall be referred to herein as "this Ordinance".

## SECTION 2. PURPOSE.

The provisions of this Ordinance are designed to promote health and the general welfare of the County; to secure safety from fire, flood, and other dangers; to protect local water resources; to facilitate adequate provisions for transportation, solid waste management, water and wastewater systems, schools, parks and other community requirements; to conserve the value of property; and to provide for the compatible development of land and other natural resources in the County. This Ordinance shall be interpreted to be in accordance with the current Torrance County Comprehensive Land Use Plan.
[REV: Ord. No. 95-4, 6/10/95; Ord. No. 2008-003, 4/23/08]

## SECTION 3. JURISDICTION.

This Ordinance shall apply to all or any portion of the territory within the County that is not within the zoning jurisdiction of an incorporated municipality or any joint municipal-county extraterritorial zoning authority, and is not held in trust or ownership by the Federal Government or the State of New Mexico. Boundaries delineating the zoning jurisdiction of the County shall be as indicated on the adopted "Torrance County Zoning Map" and amendments hereto, which are made a part of this Ordinance as if described herein.

SECTION 4. DEFINITIONS.

A. Word Forms. Words used in the present tense include the future tense, and words used in the future tense include the present tense. The singular number includes the plural number, and the plural number includes the singular number. The Words "shall" and "must" are mandatory, and the word "may" is permissive.

B. Definitions. The following definitions apply to this Ordinance:

1. "Accessory Uses and Structures" are customarily accessory but clearly incidental and subordinate to principal uses and structures on a premises.
[REV: Ord. No. 95-11, 11/10/95]

2. "Agricultural use - low intensity" means certain agricultural uses such as irrigated croplands and limited livestock management other than dairies, feedlots, or other activities which require special consideration by the Planning & Zoning Board and/or County Commission.
[REV: Ord. No. 2008-003, 4/23/08]

3. "Agricultural use - high intensity" means those agricultural uses such as, but not limited to, dairies and feedlots which require special consideration by the Planning and Zoning Board and/or the County Commission.
[REV: Ord. No. 2008-003, 4/23/08]

4. "Appeal Period" - the fourteen day (14) period beginning on the day of the signing of the Planning and Zoning Board's Findings and Conditions.
[REV: Ord. No. 2020-06, 7/8/20]

5. "Boarding, Rooming, or Lodging House" means a building other than a hotel or restaurant where lodging, with or without meals, is provided for compensation. This definition includes a "Bed and Breakfast" enterprise.

6. "Building" means any relatively permanent structure having a roof. Buildings meeting New Mexico Regulation & Licensing Construction Industries Division size standard for a required building permit are subject to the provisions specified in Section 19.F.1 of this ordinance.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

7. Commercial Greenhouses" are enclosed spaces used for the growth of plants where ventilation and/or grow lights are used, with the intent of trade.
[REV: Ord. No. 2020-06, 7/8/20]

8. "Conditional Use" means a use which may be or become a nuisance or hazard to neighboring properties if proper safeguards are not taken. Such uses require individual review and approval by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08]

9. "County" means Torrance County, New Mexico.

10. "County Commission" means the Board of County Commissioners of Torrance County, New Mexico.
[REV: Ord. No. 2008-003, 4/23/08]

11. "Dwelling Unit" means a structure or part of a structure containing one or more connected rooms designed for and occupied by no more than one family for living and sleeping purposes.

12. "Dwelling Unit, Singular" means a dwelling unit which is not physically connected to any other dwelling unit.

13. "Dwelling Unit, Multiple" means a structure containing two or more dwelling units.

14. "Dwelling Unit, Cluster" means a development pattern consisting of a grouping of dwelling units on a portion of available land, reserving not less than 40 percent of the development site as protected and permanent open space.
[REV: Ord. 2008-003, 4/23/08]

15. "Family" means one or more persons living together in a dwelling unit, provided that unless all members are related by blood, marriage, adoption, or legal assignment, no such family shall include or contain more than 5 unrelated persons.

16. "Feedlot" means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. A Large Feedlot shall not be allowed, except in a special use district. Operators are suggested to obtain any and all State and Federal permits needed.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No 2024-04, 11/13/24]

17. "Flea Market" means an occasional or periodic sales activity held within a building, structure, or open area where groups of individual sellers offer goods, new and used, for sale to the public. A flea market shall not include temporary residential garage sales lasting no more than three days per six-month period, and seasonal agricultural produce stands.
[REV: Ord. No. 94-2, 2/9/94]

18. "Floor Area" means the total area of all floors of a building.

19. "Floor Area Ratio" means the relationship of the floor area to the lot area, computed by dividing the floor area by the lot area.

20. "Height" means the vertical distance measured from the lowest ground elevation of a structure to the highest point of a structure.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2008-003, 4/23/08]

21. "Home Occupation" means a business, commercial, or manufacturing activity that is clearly a secondary use of the premises for a dwelling unit, and which results in a product or service for financial gain. Whenever a dwelling unit and/or its premises are used for a home occupation and there is no outside appearance or other off-site evidence of the conduct of a home occupation, the Zoning Director may find such a home occupation as a permissive use in any zone district, subject to the requirements of this Ordinance and business registration requirements. However, any home occupation that exhibits an outside appearance when viewed from a street or an adjoining property, with the exception of a sign as regulated by this Ordinance, or produces an off-site impact on surrounding lands shall require a Conditional Use Permit subject to special requirements provided by this Ordinance.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 95-5, 6/10/95; Ord. No. 97-2, 3/26/97; Ord. No. 2008-003, 4/23/08]

22. "Horticultural Operations" means the cultivation and harvesting of plants.
[REV: Ord. No. 2008-003, 4/23/08]

23. "Immediate Family Member" means family relations up to and including the Grandparent, Parent, Brother, Sister, and Child, whether by blood, marriage, adoption, or legal assignment. Relationships of half-blood shall be recognized as natural relationships so long as the step relationship is legally extant at the time of a family transfer of land. Land divisions for the purpose of achieving a family transfer shall be subject to the exemption procedures of the Torrance County Subdivision Regulations.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2008-003, 4/23/08; Ord. No. 2008-003, 4/23/08]

*This area intentionally left blank*

24. "Kennel" means any building or buildings or land designed or arranged for housing dogs, cats, and other household pets, and where grooming, breeding, boarding, training, or selling animals is conducted. For purposes of this Ordinance, the housing or boarding of more than five (5) dogs or cats in any combination thereof shall constitute a kennel. Kennels: Residential: 6 to 9 dogs, cats or combination thereof; Kennels: Commercial: 10 or more dogs, cats or combination thereof; Kennels: Foster/Rescue: 10 or more dogs, cats or combination thereof. In addition to complying with the requirements of this Ordinance, Kennels must comply with the requirements of the Torrance County Animal Control Ordinance.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 95-5, 6/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

25. "Liquid Waste Disposal Regulations" means the Liquid Waste Disposal Regulations adopted by the Environmental Improvement Board of New Mexico and administered by the New Mexico Environment Department.

26. "Livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch, including the carcasses thereof, and exotic animals in captivity and includes horses, asses, mules, cattle, sheep, goats, swine, bison, ostriches, emus, rheas, camelids and farmed cervidae (deer). For purposes of determining the number of livestock on a lot, one (1) horse or cow equals five (5) goats or five (5) sheep or combination thereof.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

27. "Lot" means a parcel of real property described by deed, or a tract of land described by metes and bounds on a plat and recorded in the County Clerk's records in accordance with appropriate laws, and with access to public right-of-way.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

28. "Mobile Home" (also known as Manufactured Housing) means a transportable structure, at least 8 feet by 32 feet, built to be towed on its own chassis, and designed to be used as a movable dwelling unit for connection to permanent utilities.

29. "Mobile Home Park" means a tract of land under one ownership on which spaces are leased or rented for occupancy for 30 days or more by mobile homes, and which contains a centralized system of connections for utility services.
[REV: Ord. No. 95-5, 6/10/95, Ord. No. 2024-06, 11/13/2024]

30. "Nonconformities" are any structures or portions thereof, or uses of any land or structures, or lots which do not conform to the regulations of this Ordinance but which lawfully exist on the effective date of the regulations to which it does not conform.

31. "Permissive Use" means a use which is allowed in a particular zone.

32. "Poultry" means domestic fowl, such as chickens, turkeys, ducks, and geese, but does not include any animal defined as livestock.

33. "Premises" means any lot or combination of contiguous lots held in single ownership, together with the development thereon.

34. "Recreational Vehicle" means a vehicle which is designed or used as temporary living quarters for recreation, camping, or travel and which may be a self-propelled motor vehicle or designed to be towed or mounted on a motor vehicle.

35. "Right-of-way" means dedicated public land deeded, reserved by plat, or otherwise acquired by the County, municipalities, or the State for use by the public for the movement of people, goods, and vehicles.

36. "Roadway" means that portion of a right-of-way or a private easement which is primarily devoted to vehicular use.

37. "Salvage Yard" means an enclosed building or outside area where used or secondhand materials are bought, sold, exchanged, stored, processed, or handled. Such materials include but are not limited to metals, paper, textiles, glass, 3 or more unregistered motor vehicles (excluding agricultural equipment), and components of motor vehicles. This definition does not include solid waste transfer stations or sanitary landfills.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

38. "Setback" means the required distance between every building or structure and a boundary line of the lot upon which it is located. Setbacks shall consist of an open space, unoccupied and unobstructed by any part of a building or structure, except as otherwise provided in this Ordinance. Setbacks shall not apply to walls, fences, and free-standing signs, unless a building or structure creates a visual obstruction to vehicles passing or accessing the property upon which such building or structure is located.
[REV: Ord. No. 94-2, 2/9/94]

39. "Setback, Front" means the minimum allowable distance between a structure and the boundary line of the lot, upon which such structure is located, bordering on a roadway. No more than one front setback shall be designated on corner lots or double frontage lots. For any roadway easement less than 60 feet in width, setback shall be measured from a point located 30 feet from the centerline of the roadway easement.
[REV: Ord. No. 94-2, 2/9/94]

*This area intentionally left blank*

40. "Setback, Rear" means the minimum allowable distance between a structure and the boundary line of the lot, upon which such structure is located, which is opposite and most distance from a roadway and does not intersect with a roadway. On double frontage lots, the rear setback shall be designated on the opposite side of the lot from the designated front setback.
[REV: Ord. No. 94-2, 2/9/94]

41. "Setback, Side" means the minimum allowable distance between a structure and the boundary line of the lot, upon which such structure is located, which intersects a roadway. On corner lots, a side setback shall be designated along the lot line bordering a roadway that is not designated as the front setback.
[REV: Ord. No. 94-2, 2/9/94]

42. "Shopping Center" means an integrated retail commercial development occupying a site of 3 or more acres under a single ownership, control or interest, and containing 5 or more connected stores or a total gross floor area in a single structure which is greater than 25,000 square feet.

43. "Structure" means anything constructed, placed, or erected on the ground or which is attached to something located on the ground. For purposes of this Ordinance, the term "structure" does not include vehicles, vegetation, or public utility poles.

44. "Supplemental Residential Dwelling Unit" means a secondary or auxiliary structure used for residential purposes on land not within a previously approved subdivision for use by family members or guests and which may not be leased or rented.
[REV: Ord. No. 2001-2, 3/14/01]

45. "Temporary" For purposes of this Ordinance temporary constitutes 60 days or less. Exception: Livestock including pigs temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.
[REV: Ord. No. 2020-06, 7/8/20; Ord. No. 2024-04, 11/13/2024]

46. "Travel Trailer or Recreational Vehicle Park" means an area of land used for transient commercial parking of occupied travel trailers, pick-up campers, converted buses, recreational vehicles, tents, or any other similar devices used for temporary portable housing.

*This area intentionally left blank*

47. "Variance" means a relaxation of the terms of this Ordinance where such relaxation will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the results or actions of the applicant, a literal enforcement of this Ordinance would result in unnecessary hardship. As used in this Ordinance, a variance may be authorized only for area, height, dimension, distance, setback, walls, off- street parking, and off-street loading requirements. Financial gain or loss shall not be a determining factor in deciding a variance.
[REV: Ord. No. 2024-04, 11/13/2024]

48. "Wall" means a solid wall or fence which is visually solid, or a suitable screen of landscaping intended to provide a visual barrier. Materials used in the construction of a wall or fence shall not pose health or safety hazards to the community and shall not be disruptive to the character of surrounding properties.
[REV: Ord. No. 94-2, 2/9/94]

    a. For purposes of this Ordinance plastic sheeting materials or mesh shall not constitute an acceptable visual barrier.
    [REV: Ord. No. 2020-06, 7/8/20]

49. "Zone" means a section of the County, designated in the text of this Ordinance and delineated on the Torrance County Zoning Map, in which requirements for the use of land and building and development standards are prescribed. Boundaries of zones shall follow existing property lines unless clearly otherwise shown on the Zoning Map, in which case, such boundary shall be defined by dimension and distance from existing property lines.
[REV: Ord. No. 2024-04]

50. "Zoning Board" means the Torrance County Planning and Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08]

51. "Zoning Enforcement Officer" means the official person designated by the Zoning Director as the enforcement officer of this Ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

52. "Zoning Director" means the official person designated as the principal administrator and enforcement officer of this Ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

*This area intentionally left blank*

SECTION 5. INTERPRETATION

A. Interpretation of Ordinance. No structure shall be constructed, placed or maintained, and no land use commenced or continued within the jurisdiction of this Ordinance except as authorized by this Ordinance and amendments thereto. The provisions of this Ordinance are held to be minimum requirements to carry out the purpose of this Ordinance and are not intended to interfere with any other laws, covenants, or ordinances. Whenever any provisions of this Ordinance are more or less restrictive than other laws, covenants, or ordinances, then whichever is more restrictive shall govern. However, the County shall not enforce private covenants, unless such private covenants are incorporated into an approval of a subdivision by the County Commission.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2008-003, 4/23/08]

B. Interpretation of Zoning Map. Where, due to illegibility of the Zoning Map or other irregularity, there is any uncertainty as to the intended location of any zone boundaries, interpretation concerning the exact location of such boundaries shall be determined by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

C. Interpretation of Land Uses. The County Commission shall render interpretations of land uses in any zone or district not expressly enumerated in this ordinance, subject to the following standards and procedures:
[REV: Ord. No. 2024-04, 11/13/2024]

1. Request for Interpretation. Any request for an interpretation of a use of land not specifically listed herein shall be submitted to the Zoning Board through the Zoning Director. The Zoning Director may create forms for such an application.

2. Following the receipt of a request for interpretation of land use, the Zoning Board shall recommend an interpretation of land use for the applicant at their next scheduled meeting. The Zoning Board recommendation shall be transmitted to the County Commission for consideration at the next scheduled Commission meeting. The County Commission shall approve, deny, or modify the Zoning Board's recommended interpretation.

3. The interpretation of land use shall be documented and a letter summarizing the interpretation shall be mailed to the applicant, and shall explain the reasons upon which the interpretation is based.

4. Guidelines. Interpretations shall be governed by the following conditions:
[REV: Ord. No. 2008-003, 4/23/08]

   a. No use interpretation shall allow the establishment of any use which was previously considered and rejected by the County Commission.

b. No use interpretation shall permit any use in a zone or district that is not in accordance with the stated intent for that zone or district.
[REV: Ord. No. 2024-04, 11/13/2024]

c. No use interpretation shall permit any use in a particular zone unless that use is substantially similar to other uses permitted in that zone.

d. If the proposed use is more similar to an identified conditional use in a zone or district, then any use interpretation shall specify conditional or special use requirements in accordance with this Ordinance.
[REV: Ord. No. 2024-04, 11/13/2024]

e. Any use that is allowed by right or as a conditional use following a use interpretation shall comply with all standards and requirements imposed by this Ordinance.

## SECTION 6. GENERAL PROVISIONS

A. Access to Structures. All structures shall be located such that safe and convenient access is provided for use of the structure, fire protection, and any required off-street parking or loading.

B. Height Regulations. Any structure may not exceed 80 feet in height unless granted a variance in accordance with this Ordinance. This restriction does not apply to public utility poles.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2008-003, 4/23/08]

C. Mobile Home Installation. No mobile home shall be occupied unless it is connected to adequate utilities, provided with skirting of a durable material if not installed at ground level, and stabilized and anchored, all in accordance with the regulations promulgated by the Manufactured Housing Act of New Mexico
[60-14-1 et seq., NMSA 1978]. No mobile home older than 30 years shall be installed anywhere in the jurisdiction of Torrance County. As noted in Section 19.F.1, a Torrance County Mobile Home Development Permit is required before any mobile home is placed on a property.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

D. Water and Wastewater Requirements. All lots and all structures located thereon shall be in compliance with applicable statutes as well as any regulations established by the New Mexico Environment Department and the New Mexico State Engineer's Office concerning water, wastewater and liquid waste disposal.
[REV: Ord. No. 2008-003, 4/23/08]

E. Home Occupations. All property owners of lands containing home occupations must file a complete copy of the Torrance County Business Registration Application with the Zoning Director for each home occupation. In order to designate a home occupation as a Permissive Use, the property owner may file a written statement with the Zoning Director declaring that the home occupation will not create any off-site impacts or a non-residential appearance. Upon confirmation of no outside appearance or other off-site evidence of the conduct of a home occupation, the Zoning Director may find such a home occupation as a permissive use in any zone district. The Zoning Director shall inform the property owner in writing of such a finding and the date of such a finding. However, any home occupation that exhibits an outside appearance when viewed from a street or an adjoining property, with the exception of a sign as regulated by this Ordinance, or produces an off-site impact on surrounding lands, shall require a Conditional Use Permit subject to special requirements provided by this Ordinance. Additionally, any home occupation found to be permissive that later exhibits an outside appearance when viewed from a street or an adjoining property, with the exception of a sign as regulated by this Ordinance, or produces an off-site impact on surrounding lands, shall require a Conditional Use Permit subject to special requirements provided by this Ordinance.
[REV: Ord. No. 97-2, 3/26/97; Ord. No. 2008-003, 4/23/08]

The following restrictions apply to Home Occupations, whether authorized as a permissive use by the Zoning Director or as a conditional use by the Zoning Board:
[REV: Ord. No. 2008-003, 4/23/08]

1. Not more than 40 percent of the floor area of the dwelling unit, nor more than 800 square feet of an accessory building, shall be used in the conduct of the home occupation,

2. No more than three (3) non-resident employees shall be stationed on the premises,

3. There shall be no exterior storage of materials unless completely enclosed by a six (6) foot wall,
[REV: Ord. No. 2020-06, 7/8/20]

4. No equipment or process shall be used in a home occupation which creates a nuisance such as noise, vibration, lighting, fumes, odors, or electrical interference detectable to the normal senses off the premises,

5. If there is an occasional requirement to park additional vehicles or to provide temporary outside storage of equipment or materials on the premises, then such arrangements or conditions shall be stated fully on the permit application,

6. There shall be no sales or traffic in connection with a home occupation that would disrupt the residential nature of the neighborhood, and

7. There shall be no change in the outside appearance of the building, or other visible evidence of the conduct of a home occupation other than one (1) unobtrusive sign not to exceed six (6) square feet in size.

F. Non-Commercial Cemetery. A parcel used as a Non-Commercial Cemetery, such as a family burial ground, shall be at least 5 acres in area.
[REV: Ord. No. 2008-003, 4/23/08]

G. Public Utility Structure. Excluding towers for cell phone communications, electrical power lines, and telephone communications, a parcel used for essential public utility distribution structures or for communication structures or facilities shall be at least 5 acres in area.
[REV: Ord. No. 2008-003, 4/23/08]

H. Kennels. Kennels are subject to the Torrance County Animal Control Ordinance and the following minimum standards:
[REV: Ord. No. 2008-003, 4/23/08]

1. Minimum lot size for a Residential kennel shall be one (1) acre,
[REV: Ord. No. 2020-06, 7/8/20]

2. Minimum lot size for a Commercial kennel shall be five (5) acres,
[REV: Ord. No. 2020-06, 7/8/20]

3. All animals shall be contained on the premises in a manner that prevents escape of kennel animals or entry by other animals,

4. All animal containment structures, including outdoor runs, shall maintain a setback of no less than 50 feet from any property line.

5. Animal quarters shall be designed and maintained to ensure safe, healthy, and sanitary conditions for all animals on the premises, and

6. Facilities shall be operated and maintained to discourage the concentration and breeding of insects and rodents.

I. Feedlots. Feedlots are subject to the following minimum requirements:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

1. Areas devoted to livestock shall be maintained to discourage the concentration and breeding of insects and rodents that are detrimental to human habitation; and

2. It shall be unlawful for an owner or keeper of livestock to allow livestock to run at large on public rights-of-way.

3. "Feedlot" means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. A Large Feedlot shall not be allowed, except in a special use zone. Operators are suggested to obtain any and all State and Federal permits needed.
[REV: Ord. No. 2024-04, 11/13/2024]

J. Setbacks. Unless otherwise specifically provided herein, all structures shall be located with a front and rear setback of at least 25 feet and side setback of at least 15 feet from the lot or property line, roadway right-of-way, or roadway easement. All corner lots shall maintain a minimum 20 foot sight angle for roadway intersections.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

K. Recreational Vehicles. Full time living in Recreational Vehicles shall not be allowed except in permitted Recreational Vehicle parks.
[REV: Ord. No. 2020-06, 7/8/20]

L. Sheds. Sheds are a structure intended for storage and are not intended for use as a dwelling. Living in a shed will not be permitted unless preapproved plans by CID for construction or modification to use as a dwelling are provided, or the shed is manufactured at full Residential Dwelling ANSI standards. Violation may result in a fine of up to $300.00 and/or 90 days in jail.
[REV: Ord. No. 2024-04]

M. Commercial Greenhouse operations for growing cannabis will be subject to the following regulations:
[Rev Ord. No. 2024-04, 11/13/2024]

1. In zones where commercial greenhouse operations may take place a Conditional Use permit is required.

2. Number of plants intended to be applied for with the CCD (Cannabis Control Division) shall be disclosed.

3. One State issued cannabis grow and or production license per parcel.

4. A copy of the license issued by the CCD will be provided for the Conditional Use to go into full effect.

5. Facility square footage will be dictated by number of plants, e.g.: 200 plants= 700 sq. ft.; 500 plants= 1750 sq. ft; 1000 plants= 3500 sq. ft. ; extrapolations to the maximum of 20,000 plants will dictate size of facility (minor variation allowed).

6. Conditional Uses will be granted only for the number of plants disclosed. Future changes to the size of operation will require a modification to the Conditional Use granted by The Planning & Zoning Board.

7. Violation of these regulations may result in revocation of the Conditional Use permit.

## SECTION 7. ESTABLISHMENT OF ZONES and DISTRICTS.

[Rev Ord. No. 2024-04, 11/13/2024]

A. Zones. For the purpose of this Ordinance, the following zones are established: Conservation (C), Agricultural (A), Agricultural Preservation (AP-5, AP-10, & AP-40), Pre-platted Lands (PL), Rural Residential (RR), Minor Development (D-1), Major Development (D-2), Major Development, Adult Land Uses (D-3), Village Community Preservation (VCP), Rural Community Preservation (RCP). Special Use (SU) and Solid Waste (SW) are established as Districts within a Zone.
[REV: Ord. No. 95-9, 10/13/95; Ord. No. 95-11, 11/10/95; Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

B. Zoning Map. The boundaries of the zones and districts shall be shown on the adopted "Torrance County Zoning Map". The original copies of the zoning map and this Ordinance, and subsequent amendments thereto, shall be maintained by the Planning & Zoning Office and GIS Office of Torrance County. Zoning maps shall be made available for public reference by the Zoning Director. A Zoning Map can be obtained for a fee in the GIS Office.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

## SECTION 8.0. CONSERVATION ZONE, (C).

[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone protects and preserves areas within the County which are characterized by their limited access, minimal development, limitations on water resources, natural beauty, fragile environment and native wildlife populations. Dispersed, very low density residential development and low intensity agricultural activities are allowed. Other agriculturally related activities may be allowed. Commercial uses will not be allowed except on a case by case basis in which the primary concern of the Zoning Board will be to minimize the environmental impact on the area. Development may be considered within a 1 mile buffer zone where the "C" Zone joins an incorporated municipality and density or minimum lot size or use within the buffer area may be dictated by the standards set for the adjoining area.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 97-2, 3/26/97; Ord. No. 2008-003, 4/23/08]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Low intensity agricultural operations such as livestock grazing and related ranching activities;
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 95-11, 11/10/95]

2. Horse breeding, boarding and training;

3. Other low intensity production agriculture;
4. Cultivation and harvesting of plants and croplands;

5. Wood cutting and other activities related to harvesting trees;

6. Singular residential dwelling unit provided it is in compliance with the requirements of the New Mexico Liquid Waste Disposal Regulations; and

7. Accessory uses and structures necessary to carry out the above listed permissive uses.

8. Kennel, subject to the regulations of the Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2001-2, 3/14/01]

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Home occupations provided they are confined to the residence or accessory structure, are clearly a secondary use of the structure and present no visual impact to neighbors as viewed from adjoining property or public thoroughfare;

2. Small Bed and Breakfast operations limited to two guest bathrooms and no more than 8 (eight) guests; [REV. Ord. No. 2024-04, 11/13/2024]

3. Horseback riding stables, provided sufficient land exists to support the number of animals maintained;

4. Dude ranch or other agricultural work experience operation;

5. Outfitters;

6. Essential public utility distribution structures;
[REV: Ord. No. 95-11, 11/10/95]

7. Communication structures and facilities; and
[REV: Ord. No. 90-4, 6/12/99]

8. One supplemental residential dwelling unit allowed on a parcel meeting zone minimum standards; 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2024-04, 11/13/2024]

D. Zone Standards. The following standards apply to all land use within this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Minimum parcel size will be forty acres or 1/16 section, whichever is the smaller of the two, with the following exceptions:
[REV: Ord. No. 2008-003, 4/23/08]

a. Parcels smaller than the minimum parcel size which existed upon the effective date of these standards shall be allowed to remain and may be transferred at a future date by sale, inheritance or other legal means provided that such parcels are not divided into smaller parcels except as allowed by Section 8.0.C.1.b. regarding collateral for a mortgage. These non-conforming parcels may be reconfigured through legal means of survey so long as the resulting parcel is not smaller than the original parcel.
[REV: Ord. No. 2008-003, 4/23/08]

b. Lending institutions may accept as collateral for a mortgage of a home on the property in question, any portion of that property provided it is not less than 5 acres in size with the understanding and knowledge that they can take legal title to and resell such smaller portion of land on which the mortgaged home exists in the event the mortgagee defaults on the mortgage. The lending institution is otherwise bound by the minimum parcel size standards provided herein. Once the mortgage is released, the land division shall automatically be vacated. A statement reflecting the requirement of such automatic vacation shall appear on the plat showing the land division.
[REV: Ord. No. 2001-2, 3/14/01]

c. A parcel where a cemetery is to be placed shall be at least 5 acres in area.
[REV: Ord. No. 98-5, 9/13/98; Ord. No. 2008-003, 4/23/08; Ord. No. 2020-06, 7/8/20]

d. Excluding towers for cell phone communications, electrical power lines, and telephone communications, a parcel used for essential public utility distribution structures or for communication structures or facilities shall be at least 5 acres in area.
[REV: Ord. No. 90-4, 6/12/99; Ord. No. 2008-003, 4/23/08]

e. One supplemental residential dwelling unit is allowed on a parcel meeting zone minimum standards. If a parcel is at least eighty acres or a 1/8 section in area, then up to two supplemental residential dwelling units are allowed on such a parcel.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08; Ord. No. 2024-04, 11/13/2024]

2. In the event contiguous parcels within the zone are assembled, any of which may be less than the smaller of forty acres or 1/16 section, no future land division of that assembled parcel will be allowed, except as noted in paragraph 8.0.C.1.b. & c. supra, if any portion of the land division will result in a parcel of less than forty acres or 1/16 section. It is the intent of these standards to restrict parcel size within this zone to a minimum of forty acres or 1/16 section and where possible to reassemble smaller existing parcels into larger parcels more closely approaching the forty acre, 1/16 section minimum.
[REV: Ord. No. 2008-003, 4/23/08]

3. This change will not affect any subdivision plans which have been submitted to the Zoning Board prior to the effective date of this section.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2008-003, 4/23/08]

4. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/29]

5. Commercial Greenhouse operations are prohibited in this zone.
[REV: Ord. No. 2020-06, 7/8/20]

SECTION 8.1 AGRICULTURAL ZONE (A).
[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone is intended to preserve large areas of land traditionally used for farming and ranching operations and other agricultural uses. This zone is characterized by arid rangeland, extreme limitations on water resources and minimal development. The standards prescribed for this zone are intended to preserve the traditional uses of the land and thereby protect the business of agriculture and related work. Development may be considered within a 1 mile buffer zone where the "A" Zone joins another zone and density or minimum lot size or use within the buffer area may be dictated by the standards set for the adjoining area.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Livestock grazing and related ranching activities;

2. Horse breeding, boarding or training activities;

3. Other livestock raising and breeding operations to include exotic birds and exotic wildlife; as long as such use is not a Feedlot.
[REV: Ord. No. 2001- 2, 3/14/01]

4. Cultivation and harvesting of plants and croplands;

5. Wood cutting and other activities related to harvesting of trees;

6. Livestock related training facilities, e.g. Rodeo training facilities, roping arenas, vet training facilities, etc.;

7. Single residential dwelling units subject to the provisions of Section 19 (F) of this Ordinance; and

8. Kennel subject to the regulations of the Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.

9. Accessory uses and structures necessary and in proportion to the conduct of normal agricultural production .

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[Rev. Ord. No. 24-04, 11/13/2024]

1. Veterinary hospitals;

2. Home occupations provided they are clearly secondary to the agricultural use of the property;

3. Dude ranches or working ranch vacations/experiences;

4. Small Bed and Breakfast operations limited to two guest bathrooms, and no more than 8 (eight) guests. [Rev. Ord. No. 24-04, 11/13/2024]

5. Roadside stands which sell locally produced agricultural products or locally made home crafted items;

6. Convenience services along a highway such as a service/gas station, or restaurant;

7. Essential public utilities distribution structures.
[REV: Ord. No. 95-11, 11/10/95]

8. Communication structures and facilities;
[REV: Ord. No. 90-4,6/12/99]

9. One supplemental residential dwelling unit allowed on a parcel meeting zone minimum standards, 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

*This area intentionally left blank*

10. Feedlot. A Feedlot is subject to the following requirements: Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre.
[Rev. Ord. No 2024-04, 11/13/2024]

    a. Areas devoted to livestock shall be maintained to discourage the concentration and breeding of insects and rodents that are detrimental to human habitation; and

    b. It shall be unlawful for an owner or keeper of livestock to allow livestock to run at large on public rights-of-way.
    [REV: Ord. No. 2001- 2, 3/14/01]

    c. Feedlot means a place for cattle, sheep, swine, or other such animals, which are restricted and confined to pens or corrals where feeding is other than grazing and which is operated as a year-round enterprise. Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre. A Medium Feedlot will be 101 to 200 head of animals and have a maximum density of 20 head per acre. A Large feedlot will be 201+ head of animals and have a maximum density of 10 head per acre. Small and Medium Feedlots will require a Conditional Use. A Large Feedlot shall not be allowed, except in a special use ~~zone~~ district. Operators are suggested to obtain any and all State and Federal permits needed.
    [REV: Ord. No. 2008-003, 4/23/08, Ord. No 2024-04, 11/13/24]

D. Zone Standards. The following standards apply to all land uses within this zone:
[Rev. Ord. No 2024-04, 11/13/2024]

1. Minimum parcel size will be 40 acres or 1/16 section, whichever is the smaller of the two, with the following exceptions:
[REV: Ord. No. 2008-03, 4/23/08]

    a. Parcels smaller than the minimum parcel size which existed on the effective date of these standards shall be allowed to remain and may be transferred at a future date by sale, inheritance or other legal means provided that such parcels are not divided into smaller parcels except as may be allowed by Section 8.1.C.1.b. regarding collateral for a mortgage. These non-conforming parcels may be reconfigured through legal means of survey so long as the resulting parcel is not smaller than the original parcel.

b. Lending institutions may accept as collateral for a mortgage of a home on the property in question, any portion of that property provided it is not less than five acres in size, with the understanding and knowledge that they can take legal title to and resell such smaller portion of land on which the mortgaged home exists in the event the mortgagee defaults on the mortgage. The lending institution is otherwise bound by the minimum parcel size standards provided herein. Once the mortgage is released, the land division shall automatically be vacated. A statement reflecting the requirement of such automatic vacation shall appear on the plat showing the land division.
[REV: Ord. No. 2001-2, 3/14/01]

c. A parcel where a cemetery is to be placed shall be at least 5 acres in area.
[REV: Ord. No. 98-5, 9/13/98; Ord. No. 2008-003, 4/23/08; Ord. No. 2020-06, 7/8/20]

d. Excluding towers for cell phone communications, electrical power lines, and telephone communications, a parcel, or a portion thereof, which shall be used for essential public utility distribution structures or for communication structures or facilities shall be at least 2.5 acres in area.
[REV: Ord. No. 90-4, 6/12/99; Ord. No. 2008-003, 4/23/08]

2. A one mile buffer zone will be established around the periphery of the "A" zone where it comes in contact with another zone. Within the buffer zone, the Zoning Board may allow development to take place which is consistent with the zone to which it joins.
[REV: Ord. No. 95-11, 11/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

3. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

4. Commercial Greenhouse operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. A Conditional Use Permit shall be required in all other areas within this zone.
[REV: Ord. No. 2020-06, 7/8/20]

SECTION 9. AGRICULTURAL PRESERVATION ZONE (AP-5, AP-10 & AP-40).
[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone is intended to protect and preserve areas of suitable agricultural soil for agricultural and agriculture-related uses. The standards prescribed for this zone are intended to preserve the open character of the area and thereby to protect the business of agriculture. The minimum lot size in this zone shall be either five acres (AP-5), ten acres (AP-10), or forty acres (AP- 40), as indicated on the Zoning Map.
[Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. One singular dwelling unit per lot;
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97]

2. Cultivation and harvesting of plants and croplands;
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97]

3. Raising, breeding, management and sales of livestock, as long as such use is not a Feedlot.
[REV: Ord. No. 2024-04, 11/13/2024]

   a. AP-5 zones have the following restrictions on the number of livestock used as pleasure animals or animals for personal use according to lot size; minimum 1 acre: No more than one (1) horse or one (1) cow or an equivalent number of sheep or goats. [Rev. Ord. No. 2024-04, 11/13/2024]

   b. Equivalency is determined as one (1) horse or cow equals five (5) goats or five (5) sheep or combination thereof.

   c. Additional livestock units allowed is based upon one (1) horse or cow unit per each additional acre of land.

   d. Exception: Livestock temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.
   [Rev. Ord. No. 2024-04, 11/13/2024]

4. Kennel, subject to the regulations of Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. One supplemental residential dwelling unit allowed on a parcel meeting zone minimum standards; in the AP-5 and AP-10 zones, a temporary supplemental residential dwelling unit may only be used so that reasonably necessary medical or other care-taking services may be provided by a resident of the other on-site residential dwelling unit; in the AP-40 zone, 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

2. Home occupation, subject to the following provisions:
[REV: Ord. No. 95-5, 6/10/95]

a. Not more than 40 percent of the floor area of the dwelling unit, nor more than 800 square feet of an accessory building, shall be used in the conduct of the home occupation,

b. No more than three (3) non-resident employees shall be stationed on the premises,

c. There shall be no exterior storage of materials unless completely enclosed by a wall,

d. No equipment or process shall be used in a home occupation which creates a nuisance such as noise, vibration, lighting, fumes, odors, or electrical interference detectable to the normal senses off the premises,

e. If there is an occasional requirement to park additional vehicles or to provide temporary outside storage of equipment or materials on the premises, then such arrangements or conditions shall be stated fully on the permit application,

f. There shall be no sales or traffic in connection with a home occupation that would disrupt the residential nature of the neighborhood, and

g. There shall be no change in the outside appearance of the building, or other visible evidence of the conduct of a home occupation other than one (1) unobtrusive sign not to exceed six (6) square feet in size;

3. Farm equipment stores, animal feed stores, tack shops, and other agricultural support services;

4. Commercial processing of agricultural products;
[Rev. Ord. No. 24-04, 11/13/2024]

5. Business, service, and commercial establishments, primarily serving agricultural and agricultural-related uses;
[REV: Ord. No. 2001-2, 3/14/01]

6. Veterinary hospitals;
[REV: Ord. No. 94-2, 2/4/94]

7. Essential public utility distribution structures;

8. Communication structures and facilities; and
[REV: Ord. No. 90-4, 6/12/99]

*This area intentionally left blank*

9. Small Feedlot. A Feedlot is subject to the following requirements: Feedlots can be placed on property that is <5% slope and must be at least 100 feet from any water way (stream, creek, arroyo, or ditch that may convey any water at any time of year). Any feedlot must have a filter strip of at least 25 feet on any side of the lot that is between the lot and any waterway. Feedlots of any size are prohibited within Residential Zones. For purposes of this Ordinance, a Small Feedlot shall contain from 20 to not more than 100 head of animals and shall have a maximum density of 20 head per acre.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

   a. Areas devoted to livestock shall be maintained to discourage the concentration and breeding of insects and rodents that are detrimental to human habitation; and

   b. It shall be unlawful for an owner or keeper of livestock to allow livestock to run at large on public rights-of-way.

D. Zone Standards. The following standards apply to all land uses within this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Minimum lot size shall be five acres where identified as AP-5 on the Zoning Map, ten acres where identified as AP-10 on the Zoning Map, and forty acres where identified as AP-40 on the Zoning Map; a parcel used for essential public utility distribution structures or for communication structures or facilities may be 5 acres or larger, with the following exceptions:
[REV: Ord. No. 99-1, 4/10/99; Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

   a. Parcels smaller than the minimum parcel size that existed on the effective date of these standards shall be allowed to remain and may be transferred at a future date by sale, inheritance or other legal means provided that such parcels are not divided into smaller parcels except as may be allowed by Section 9.C.1.b. regarding collateral for a mortgage. These non-conforming parcels may be reconfigured through legal means of survey so long as the resulting parcel is not smaller than the original parcel.
   [REV: Ord. No. 2008-003, 4/23/08]

   b. Lending institutions may accept as collateral for a mortgage of a home on the property in question, any portion of the property provided it is not less than five (5) acres in size, with the understanding and knowledge that they can take legal title to and resell such smaller portion of land on which the mortgaged home exists in the event the borrower defaults on the mortgage. The lending institution is otherwise bound by the minimum parcel size standards provided herein. Once the mortgage is released, the land division shall automatically be vacated. A statement reflecting the requirement of such automatic vacation shall appear on the plat showing the land division.

c. A parcel where a cemetery is to be placed shall be at least 5 acres in area. [REV: Ord. No. 98-5, 9/13/98; Ord. No. 2008-003, 4/23/08; Ord. No. 2020-06, 7/8/20]

2. AP-5 zones have the following restrictions on the number of livestock used as animals for personal use according to lot size:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

a. On lots that do not conform to the zone minimum standard but are at least 1 acre in area, there shall be no more than one (1) horse or one (1) cow or an equivalent number of sheep or goats per acre.
[Rev. Ord. no. 2024-04, 11/13/2024]

b. On lots that exceed zone minimum standard for acreage, additional livestock units are allowed based upon one (1) horse or cow unit per each additional acre of land.
[Rev. Ord. No. 2024-04, 11/13/2024]

c. Exception: Livestock, including pigs, temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America are not restricted.

3. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

4. Commercial Greenhouse operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. A Conditional Use Permit shall be required in all other areas within this zone.
[REV: ORD. No. 2020-06, 7/8/20]

## SECTION 10. PREPLATTED LANDS ZONE (PL).

[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone provides for the appropriate development of pre-platted subdivisions which are not considered adequate by current planning or environmental standards. This zone is comprised of certain Type 1 and Type 2 subdivisions platted and placed on record with the County Clerk prior to 1973, often held in multiple ownership, and substantially or totally undeveloped. This zone is established to encourage and promote private land readjustment through techniques such as subdivision re-platting or lot consolidation, followed by a change to a more appropriate zone, if necessary.
[Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. All Permissive Uses allowed in the RR Zone.
[Rev. Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

1. All Conditional Uses allowed in the RR Zone.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

2. The Zoning Board may determine that a Variance, instead of a Conditional Use Permit, is more appropriate for a proposed development in this zone.
[REV. Ord. No. 2020-06, 7/8/20, Ord. No. 2024-04, 11/13/2024]

D. District Standards. The following standards apply to all land uses within this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. Lots shall not be further subdivided or re-platted into lots smaller than the nearest prevailing zone.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

2. In the event that contiguous lots within a specified area are assembled for readjustment and a master plan or site plan for future development is proposed, then such area shall be subject to the setback requirements established for the RR zone.
[REV: Ord. No. 95-5, 6/10/95, Ord. No. 2024-04, 11/13/2024]

3. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

4. Commercial Greenhouse operations are prohibited within this zone.
[REV. Ord. No. 2020-06, 7/8/20]

## SECTION 11. RURAL RESIDENTIAL ZONE (RR).

[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone accommodates rural residential development and certain agricultural uses such as irrigated croplands and limited livestock management. Large-lot residential land subdivision is characteristic of this zone.
[Rev. Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[Rev. Ord. No. 2024-04, 11/13/2024]

1. One singular dwelling unit per lot subject to the provisions of Section 19 (F) of this Ordinance;

2. Accessory uses and structures;

3. Cultivation and harvesting of croplands;

4. Raising, breeding, and sales of livestock, subject to the following requirements:

   a. Areas devoted to livestock shall be maintained to discourage the concentration and breeding of insects and rodents which are detrimental to human habitation, and

   b. It shall be unlawful for any owner or keeper of livestock to allow such livestock to run at large on public right-of- way;

   c. Such land use shall not constitute a Feedlot and the number of livestock on the parcel shall not exceed an average density of one head per two acres.
   [REV: Ord. No. 2001-2, 3/14/01]

   d. This does not apply to pleasure animals or animals for personal use which are subject to the following restrictions on numbers according to lot size;

   e. 1 acre (minimum): No more than one (1) horse or cow or an equivalent number of sheep or goats. Equivalency is determined as one (1) horse or cow equals five (5) goats or five (5) sheep or combination thereof.
   [REV: Ord. No. 2020-06, 7/8/20; Ord. No. 24-04, 11/13/2024]

   f. Additional livestock units allowable is based upon one (1) horse or cow unit per each additional acre of land.

   g. Exception: Livestock including pigs temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America.

5. Residential Kennel, subject to the regulations of the Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.
   [REV: Ord. No. 2020-06, 7/8/20]

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
   [Rev. Ord. No. 2024-04, 11/13/2024]

1. Home occupation, subject to the following provisions:
   [REV: Ord. No. 95-5, 6/10/95]

   a. Not more than 40 percent of the floor area of the dwelling unit, nor more than 800 square feet of an accessory building, shall be used in the conduct of the home occupation,

   b. No more than three (3) non-resident employees shall be stationed on the premises,

c. There shall be no exterior storage of materials unless completely enclosed by a six (6) foot wall,
[REV: Ord. No. 2020-06, 7/8/20]

d. No equipment or process shall be used in a home occupation which creates a nuisance such as noise, vibration, lighting, fumes, odors, or electrical interference detectable to the normal senses off the premises,

e. If there is an occasional requirement to park additional vehicles or to provide temporary outside storage of equipment or materials on the premises, then such arrangements or conditions shall be stated fully on the permit application,

f. There shall be no sales or traffic in connection with a home occupation that would disrupt the residential nature of the neighborhood, and

g. There shall be no change in the outside appearance of the building, or other visible evidence of the conduct of a home occupation other than one (1) unobtrusive sign not to exceed six (6) square feet in size;

2. Religious and educational institutions;

3. One temporary supplemental residential dwelling unit allowed on a parcel meeting zone minimum standards so that reasonably necessary medical or other care-taking services may be provided by a resident of the other on-site residential dwelling unit;
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

4. Essential public utility distribution structures;

5. Boarding, rooming, or lodging house for no more than 12 residents;
[REV: Ord. No. 2001-2, 3/14/01]

6. Residential group training home for developmentally or physically handicapped, and residential nursing home, providing for no more than 12 persons at any one time; and
[REV: Ord. No. 2001-2, 3/14/01]

7. Day care or child care services as regulated by the New Mexico Children Youth and Families Department.
[REV: Ord. No. 2001-2, 3/14/01]

8. Kennel, Commercial or Foster/Rescue, subject to the regulations of the Torrance County Animal Control Ordinance and provisions listed under Section 6 of this ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

D. Zone Standards. The following standards apply to all land uses within this zone:
[Rev. Ord. no. 2024-04, 11/13/2024]

1. Minimum lot size shall be two and one-half acres for dwelling units served by individual private wells, and one acre for dwelling units with connections to a centralized water system. For purposes of determining minimum lot size, the calculation of acreage shall include common easements and private roadways for ingress and egress for adjoining lots. A shared domestic well permitted under Section 72-12-1 NMSA 1978 does not qualify as a "centralized water system."
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

2. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]

3. Inoperable vehicles or vehicles which have no current registration or licensing stored on a parcel of land are limited to two (2) on a 1/2 acre lot. Additional inoperable or un-registered vehicles may be allowed at one (1) per additional acre of land but in no case shall exceed five (5) regardless of parcel acreage. Inoperable vehicles stored on a property shall be kept from view, enclosed behind a six (6) foot wall, and have body parts and glazing intact.
[REV: Ord. No. 2008-003, 4/23/08]

4. Raising, breeding, management, and sales of livestock, subject to the following requirements:

   a. Areas devoted to livestock shall be maintained to discourage the concentration and breeding of insects and rodents which are detrimental to human habitation;

   b. It shall be unlawful for any owner or keeper of livestock to allow such livestock to run at large on public right-of-way;

   c. The number of livestock on a parcel shall not exceed an average density of one head per two acres;
   [REV: Ord. No. 2001-2, 3/14/01]

   d. The above described restriction does not apply to animals for non-commercial use as follows:

      1) A lot of minimum 1 acre in area, may support no more than one (1) horse or one (1) cow or an equivalent number of sheep or goats. Additional non-commercial livestock units are allowed based upon one (1) horse or cow unit or equivalent per each additional acre of land.
      [REV: Ord. No 2020-06, 7/8/20]

2) Exception: Livestock, including pigs, temporarily raised for educational purposes by children belonging to a recognized organization such as 4H or Future Farmers of America are not restricted.
[REV: Ord. No. 2008-003, 4/23/08]

5. Commercial agricultural & horticultural operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. In Types 3, 4, & 5 subdivisions a Conditional Use Permit may be required. Commercial Greenhouse operations are prohibited within this zone.
[REV: Ord. No. 2020-06, 7/8/20]

SECTION 12. MINOR DEVELOPMENT ZONE (D-1).
[Rev. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone provides for commercial and business uses intended to serve the surrounding neighborhoods on a day-to-day basis including retailing and personal services. Development in this zone shall be characterized as low intensity or small-scale, and shall not be detrimental to nearby residential uses.
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

1. Accounting, bookkeeping, CPA;
2. Ambulance service, rescue service;
3. Antique dealers;
4. Appliance sales, service, and repair;
5. Art gallery or museum;
6. Bakery, confectionery;
7. Ballrooms, dancing instruction;
8. Bank, ATM, Savings and Loan, Credit Union;
9. Barber or beauty shop;
10. Books, video, compact-disk sales, service, and rental;
11. Bowling alley, video game arcade;
12. Carpet, floor coverings, cleaning and sales;
13. Ceramics sales;
14. Clinic (dental or medical), hospital, sanatorium, nursing home;
15. Clothing or dry goods sales;
16. Club, lodge (without liquor license);
17. Data processing, computers, electronics, sales, service, repair;
18. Dermagraphics Studio;
19. Department store, variety store, sales;
20. Drug store, pharmacy, cosmetics, sales;
21. Dwelling unit (singular) one unit per lot subject to the provisions of Section 19 (F) of this ordinance;

22. Dwelling unit (multiple) subject to the following provisions;
    a. Gross density for any lot shall not exceed three dwelling units per acre,
    b. The above stated gross density may be exceeded only upon permit granted by the New Mexico Environment Department if site conditions are suitable for compliance with the Liquid Waste Disposal Regulations, and
    c. If centralized water and sewer systems are available to the site, then a floor area ratio of 0.3 is permitted for each lot;

23. Dwelling unit (cluster) subject to the following provisions:
    [REV: Ord. No. 2008- 003, 4/23/09]
    a. A site development plan shall be provided to adequately describe a unified scheme for residential and other supportive land uses which cover any size acreage,
    b. The site development plan shall include written statements and information describing types and locations of structures, utilities, internal circulation and traffic impact, landscaping and site drainage, and a development phasing schedule if appropriate,
    c. The gross density of a cluster development shall not exceed two dwelling units per acre, however, structural densities shall be in accordance with the water supply well and wastewater treatment standards set by the New Mexico Environment Department,
    d. A portion of the land within a cluster development, comprising no less than 40 percent of the development site, shall be designated as open space for the common use of the residents or for preservation of an environmentally sensitive area,
    e. Ownership of the common area shall be clearly defined with appropriate covenants forbidding future partition, and the responsibility for improvements and maintenance of the common area shall be established with a procedure for funding such improvement and maintenance of the common area;
24. Dwelling, boarding, rooming, or lodging houses for no more than 12 residents;
25. Equipment and tools, rental, sales, or service;
26. Floral shop, plant store;
27. Food products, sales or storage
28. Food store, grocery store, convenience store,
29. Funeral home, mortuary
30. Gift shop, crafts store, curios shop;
31. Glass products, sales, service, installation;
32. Gunsmith, gun sales and service;
33. Hardware sales;
34. Hospital equipment and supplies, sales and services;
35. Home furnishings, sales and services;
36. Ice cream store;
37. Interior decorator;
38. Janitorial service and supplies;
39. Jewelry, sales and manufacture;

40. Kennel, subject to regulations of the Torrance County Animal Control Ordinance and the provisions listed under Section 6 of this Ordinance;
41. Laboratory, dental or medical;
42. Laundromat, dry cleaner;
43. Library (Public);
44. Linen supply, sales, and service;
45. Locksmith;
46. Music store;
47. Offices, professional, semi-professional, administrative, clerical.
48. Office equipment and supplies, sales, and services.
49. Parcel, package, delivery services;
50. Pest control, exterminator;
51. Photographic (equipment, supplies, studio) sales, service, repair;
52. Piercing Studio or Tattoo Parlor;
53. Printing;
54. Reducing salon, health spa, aerobic exercise, racquetball court;
55. Restaurant, cafe, cafeteria, delicatessen, catering;
56. Shoes, boots, sales, repair;
57. Sporting goods, sales, services, rental;
58. Tailor shop;
59. Theater;
60. Vehicle parts, sales, supplies; and
61. Watch repair, sales, and service.

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2020-06, 7/8/20, Ord. No. 2024-04, 11/13/2024]

1. Accessory buildings;
2. Automobile, truck, trailer, camper, RV, boat, sales, service, repair, rental;
3. Bars, lounges, package liquor sales;
4. Bus (common carriers) depot;
5. Cabinets, furniture, upholstery, manufacture, sales, and services;
6. Cable TV, receiving center, distribution center, service center;
7. Cannabis product retail or wholesale outlets and lounges;
8. Churches, places of worship;
9. Club, lodge (with liquor license);
10. Construction contractor, building trade contractor, storage, sales, and service;
11. Dwelling, temporary watchman or caretaker;
12. Farm supplies or equipment, sales and service;
13. Fireworks stand (temporary), sales;
14. Gasoline service station, commercial garage subject to the following regulations;
    a. All major repair work on vehicles shall be conducted within an enclosed building,

b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zones, and
[REV. Ord. No. 2024-04, 11/13/2024]
c. Outdoor storage of not more than three vehicles awaiting repair per enclosed service bay, provided such storage area is enclosed by a solid wall or fence at least six feet high;

15. Greenhouse, nursery, landscaper;
[REV: Ord. No. 2020-06, 7/8/20]
16. Home occupation;
17. Hotel, motel, motor lodge;
18. Motorcycles, sales, service, repair, rental;
19. Offices, temporary;
20. Ornamental iron products, sales, assembly, repair;
21. Pawn shop, surplus, salvage goods, second-hand store, sales, trades (indoor only);
22. Recreation hall, billiard parlor;
23. Restaurant (with liquor license);
24. Signs, sales and manufacture;
25. Storage sheds, rental;
26. Storage (outside), rental, warehousing, rental;
27. Taxidermist; and
28. Telephone switching facility (toll or local).

D. Zone Standards. The following standards apply to all land uses within this zone:
[REV. Ord. No. 2024-04, 11/13/2024]

1. Minimum lot size shall be as determined by the New Mexico Environment Department in order to comply with Liquid Waste Disposal Regulations;

2. All structures shall be located with a front setback of no less than 25 feet, unless otherwise specified in this Ordinance;

3. Non-residential buildings shall be situated no less than 25 feet from any lot in residential use, unless otherwise specified in this Ordinance;

4. Any non-residential activity in this zone that requires outdoor storage of supplies or material, other than living plants, must provide an outdoor storage area enclosed by a six (6) foot wall or fence of sufficient structure to conceal the outdoor storage area;
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

5. Dwelling units (multiple) are subject to the following provisions:

a. Gross density for any lot shall not exceed three dwelling units per acre;

b. The above stated gross density may be exceeded only upon permit granted by the New Mexico Environment Department if site conditions are suitable for compliance with the Liquid Waste Disposal Regulations; and

c. If centralized water and sewer systems are available to the site, then a floor area ratio of 0.3 is permitted for each lot.
[REV: Ord. No. 2008-003, 4/23/08]

6. Dwelling units (cluster) are subject to the following provisions:
[REV: Ord. No. 2008-003, 4/23/08]

a. A site development plan shall be provided to adequately describe a unified scheme for residential and other supportive land uses which cover any size acreage;

b. The site development plan shall include written statements and information describing types and locations of structures, utilities, internal circulation and traffic impact, landscaping and site drainage, and a development phasing schedule if appropriate;

c. The gross density of a cluster development shall not exceed two dwelling units per acre, however, structural densities shall be in accordance with the water supply well and wastewater treatment standards set by the New Mexico Environment Department;

d. A portion of the land within a cluster development, comprising no less than 40 percent of the development site, shall be designated as open space for the common use of the residents or for preservation of an environmentally sensitive area; and

e. Ownership of the common area shall be clearly defined with appropriate covenants forbidding future partition, and the responsibility for improvements and maintenance of the common area shall be established with a procedure for funding such improvement and maintenance of the common area.
[REV: Ord. No. 2008-003, 4/23/08]

7. Gasoline service station or a commercial garage is subject to the following regulations:

a. All major repair work on vehicles shall be conducted within an enclosed building;

b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zones; and
[REV. Ord. No. 2024-04, 11/13/2024]

c. Outdoor storage of not more than three vehicles awaiting repair per enclosed service bay, provided such storage area is enclosed by a solid wall or fence at least six feet high.
[REV: Ord. No. 2008-003, 4/23/08]

8. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

9. Commercial Greenhouse operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. A Conditional Use Permit shall be required in all other areas within this zone.
[REV: ORD. No. 2020-06, 7/8/20]

SECTION 13.0 MAJOR DEVELOPMENT ZONE (D-2)
[REV. Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone accommodates the major business activities in the area, including highway-related commercial activities, office and entertainment facilities, wholesale and retail sales, and service providers. The land uses within this zone shall be developed with adequate transportation access and appropriate design to minimize any negative impacts to abutting lands.
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

1. Accessory buildings subject to the provisions of Section 19 (F) of this Ordinance;
2. All permissive uses allowed in the D-1 zone;
[REV. Ord. No. 2024-04, 11/13/2024]
3. Animal shelter, animal pound, animal kennel subject to the provisions of Section 6 of this Ordinance and the Torrance County Animal Control Ordinance;
4. Auction house (excluding livestock);
5. Automobile, truck, trailer, camper, RV, boat, sales, service, repair, rental;
6. Bars, lounges, package liquor sales;
7. Bottling plant;
8. Bus (common carriers) depot;
9. Cabinets, furniture, upholstery, manufacture, sales, services;
10. Cable TV, receiving center, distribution center, service center;
11. Candle, manufacture;
12. Car wash;
13. Club, lodge (with liquor license);
14. Cold storage plant;
15. Construction contractor, building trade contractor, storage, sales, service;
16. Dairy products, wholesale;
17. Farm supplies or equipment, sales, service;
18. Hotel, motel, motor lodge;
19. Liquor wholesaler;
20. Lumber yard, sales and storage, firewood sales and storage;
21. Masonry, plastics, fiberglass, sales and service;
22. Mobile home sales, service, repair;
23. Motorcycle, sales, service, repair, rental;

24. Moving and transfer company (including warehouse);
25. Ornamental iron products, sales, assembly, repair;
26. Pawn shop, surplus, salvage goods, second-hand store, sales, trades (indoor only);
27. Radio or microwave transmission, repeater, multiplexing, dispatching;
28. Recreation hall, billiard parlor;
29. Restaurant (with liquor license);
30. Shopping center;
31. Signs, sales, manufacture;
32. Skating rink;
33. Storage sheds, rental;
34. Taxidermist; and
35. Veterinary hospital (small animals).

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board;
[REV: Ord. No. 95-9, 10/13/95, Ord. No. 2024-04, 11/13/2024]

1. Amusement parks, carnival, circus;
2. Cannabis product retail or wholesale outlets and lounges;
3. Ceramics, manufacture;
4. Churches, places of worship;
5. Dwelling, temporary watchman or caretaker;
6. Fireworks stand (temporary), sales;
7. Flea market subject to the following requirements;
   a. Adequate off-street parking shall be provided to contain the largest anticipated crowd,
   b. The site shall be kept free of litter and adequate refuse containers shall be provided,
   c. Overnight storage of merchandise shall be prohibited, and
   d. Adequate sanitary facilities (rest rooms) either portable or permanent shall be provided on site for use by patrons;
8. Gasoline service station, commercial garage subject to the following regulations:
   a. All major repair work on vehicles shall be conducted within an enclosed building
   b. A solid wall or fence at least six feet high is erected between the activity and any abutting residential zone, and
      [REV. Ord. No. 2024-04, 11/13/2024]
   c. Outdoor storage of not more than three vehicles awaiting repair per enclosed service bay, provided such storage area is enclosed by a solid wall or fence at least six feet high;
9. Greenhouse, nursery, landscaper
   [REV: Ord. No. 2020-06, 7/8/20]
10. Home occupation;
11. Laboratory, research;
12. Offices, temporary;
13. Radio or television station;

14. Storage (outside), rental, warehousing, rental;
15. Telephone switching facility (toll or local);
16. Truck terminal and maintenance;
17. Utility company, service center, storage;
18. Veterinary hospital (large animals); and
19. Welding shop.

D. Zone Standards. The following standards apply to all land uses within this zone:
[REV. Ord. No. 2024-04, 11/13/2024]

1. Minimum lot size shall be as determined by the New Mexico Environment Department in order to comply with Liquid Waste Disposal Regulations;

2. All structures shall be located within a front setback of no less than 25 feet, unless otherwise specified in this Ordinance;

3. Non-residential buildings shall be situated no less than 25 feet from any lot in residential use, unless otherwise specified in this Ordinance;

4. Any non-residential activity in this zone that requires outdoor storage of supplies or materials, other than living plants, must provide an outdoor storage area enclosed by a wall or fence of sufficient structure to conceal the outdoor storage area;
[REV: Ord. No. 95-9, 10/13/95; ORD. No. 2024-04, 11/13/2024]

5. Flea markets are subject to the following requirements;
[REV: Ord. No. 2008-003, 4/23/08]

   a. Adequate off-street parking shall be provided to contain the largest anticipated crowd,

   b. The site shall be kept free of litter and adequate refuse containers shall be provided,

   c. Overnight storage of merchandise shall be prohibited, and

   d. Adequate sanitary facilities (rest rooms) either portable or permanent shall be provided on site for use by patrons;

6. Gasoline service station or a commercial garage is subject to the following regulations:
[REV: Ord. No. 2008-003, 4/23/08]

   a. All major repair work on vehicles shall be conducted within an enclosed building,

b. A solid wall or fence at least six (6) feet high is erected between the activity and any abutting residential zone, and
[REV. Ord. No. 2024-04, 11/13/2024]

c. Outdoor storage of not more than three vehicles awaiting repair per enclosed service bay, provided such storage area is enclosed by a solid wall or fence at least six (6) feet high; and

7. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

8. Commercial Greenhouse operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. A Conditional Use Permit shall be required in all other areas within this zone.
[REV: ORD. No. 2020-06, 7/8/20]

SECTION 13.1 MAJOR DEVELOPMENT ZONE, UNDETERMINED IMPACT AND ADULT LAND USES (D-3).
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone is intended to allow the uses and apply the standards described in the D-2 Zone with the addition of a conditional use and additional standards and procedures for Adult Land Uses.
[REV: ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. The following permissive uses are allowed in this zone:
[REV: Ord. No. 2024-04, 11/13/2024]

1. All permissive uses allowed in D-2 Zone;
[REV: Ord. No. 2024-04, 11/13/2024]

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board: All conditional uses allowed in the D-2 Zone and Adult Land Uses, as described and authorized in Subsection E below.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No 2024-04, 11/13/2024]

1. Commercial Greenhouse operations are prohibited within the bounds of Types 1 & 2 subdivisions as defined in Article 2 of the Torrance County Subdivision Regulations. A Conditional Use Permit shall be required in all other areas within this zone.
[REV: Ord. No. 2020-06, 7/8/20]

2. Cannabis product retail or wholesale outlets and lounges.
[REV: Ord. No. 2020-06, 7/8/20]

D. Zone Standards. The following standards apply to all land uses within this zone: All the Zone Standards required in the D-2 Zone.
[REV: Ord. No. 2024-04, 11/13/2024]

E. Additional Standards and Procedures for Adult Land Uses. In addition, the following standards and procedures apply to the below-defined Adult Land Uses that are lawful as conditional uses in the D-2 Zone:
[REV: Ord. No. 2024-04, 11/13/2024]

1. DEFINITIONS:

1) Adult Amusement Establishment.

a. An establishment which provides amusement or entertainment which is distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas;

1) Specified Anatomical Areas, means:

a) Less than completely and opaquely covered by clothing:

(1) Human genitals or pubic region;

(2) Buttock; and

(3) Female breast below a point immediately above the top of the areola; and

b) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

2) Specified Sexual Activities, including the following:

a) Human genitals in a state of sexual stimulation or arousal;

b) Acts of human masturbation, sexual intercourse, or sodomy; and

c) Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

b. An establishment which features topless dancers, exotic dancers, strippers, male or female impersonators, or similar entertainment; or

c. An establishment which, upon payment of a fee, provides an escort or a partner to its patrons; or

d. An establishment which, upon payment of a fee, provides its patrons with a male or female model fully or partially clothed or nude for the purposes of demonstrating body oils, body lotions or devices.

2) Adult Bookstore. An establishment having a substantial or significant portion of its stock in film, video tapes, trade books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, or an establishment with a segment or section devoted to the sale or display of such material.

3) Adult Photo Studio. An establishment which, upon payment of a fee, provides photographic equipment or models for the purpose of photographing specified anatomical areas.

4) Adult Theater. A theater used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons therein.

5) Adult Land Use(s). Any one, any combination, or all of the following uses: Adult Amusement, Adult Bookstore, Adult Photo Studio, Adult Theater.

2. PROCEDURES FOR OBTAINING CONDITIONAL USE PERMIT

a. Application. In addition to the requirements described in Section 21.B & C of the Zoning Ordinance, an applicant seeking approval for an Adult Land Use defined above must show that the proposed land use satisfies the Approval Requirements stated below, and must provide the following information:

1) The name, address, telephone number, principal occupation, and age of the applicant;

2) The name, address and principal occupation of the managing agent or agents of the business;

3) The business name, business address and business telephone number of the establishment or proposed establishment, together with a description of the nature of the business;

4) Whether the business or proposed business is the undertaking of a sole proprietorship, partnership or corporation. If a sole proprietorship, the application shall set forth the name, address, telephone number and principal occupation of the sole proprietor. If a partnership, the application shall set forth the names, addresses, telephone numbers, principal occupations and respective ownership shares of each partner, whether general, limited or silent. If a corporation, the application shall set forth the corporate name, a copy of the articles of incorporation, and the names, addresses, telephone numbers and principal occupations of every officer, director and shareholder (having more than ten percent of the outstanding shares), and the number of shares held by each;

5) The names, addresses, telephone numbers and principal occupations of every person, partnership or corporation having any interest in the real property utilized or to be utilized by the business or proposed business;

6) A description of all other business enterprises (sales or services), which shall occur on the premises;

7) Whether the applicant, anyone having a ten percent or more ownership interest in the business or proposed business has:

   a) ever had a business license denied, revoked or charges filed therefore, and if so, the application shall state the name of the business, date, jurisdiction, and outcome of any hearing,

   b) ever owned or operated an Adult Land Use business, and if so, the name of the business and address, dates involved and position or interest therein,

   c) been convicted within five years of application or renewal, of any felonious crime (and if so, shall state the person involved, the charge, date, court and disposition of the charges).

b. Time Limits. Review by the Zoning Board shall be advisory to the County Commission which shall decide whether to grant or deny the Application. The County shall render its decision according to the following time limits:

1) An Application meeting the submittal deadline shall be heard at the next regularly scheduled Zoning Board monthly meeting;
[REV. Ord. No. 2024-04, 11/13/2024]

2) Unless Applicant requests or consents to a deferral, the Zoning Board shall render its recommendation at the time of its meeting.
[REV. Ord. No. 2024-04, 11/13/2024]

3) Following the Zoning Board meeting, and the 14 day appeal period per Statute the County Commission shall call for a public meeting as soon as is practical by notification of the time and place of the public hearing published in the next available newspaper of general circulation in the County at least 15 days prior to the hearing; and
[REV. Ord. No. 2024-04, 11/13/2024]

4) The hearing of the Application shall take place at the next regularly scheduled bi-weekly meeting of the County Commission following the expiration of the 15-day notice period. Upon conducting its public hearing, the County Commission shall render an oral decision, either to approve or deny the Conditional Use Permit, at the conclusion of the hearing. The Commission may adopt a written decision at its next regularly scheduled meeting.
[REV. Ord. No. 2024-04, 11/13/2024]

3. APPROVAL REQUIREMENTS

The approval standards of Section 21.D of the Zoning Ordinance shall be satisfied if the Application meets all of the following Approval Requirements:

a. The proposed land use will not violate any civil or criminal law otherwise applicable, including, but not limited to, this Ordinance and the applicable building, fire and health regulations; criminal code sections 30-9-14, -14.1, -14.2 & -14.3 NMSA 1978 prohibiting indecent exposure, indecent dancing, indecent waitering and aggravated indecent exposure; and the Liquor Control Act, sections 60-3A-1, et seq., NMSA 1978, and all regulations promulgated there- under;

b. The closest edge or corner of the building proposed for an Adult Land Use is at least 2000 feet from the closest edge or corner of any building approved for another Adult Land Use, as measured in a straight and the most direct line;

c. The closest edge or corner of the building proposed for an Adult Land Use is at least 1000 feet from the closest edge or corner of any conforming residential dwelling, as measured in a straight and the most direct line, except that this provision may be waived if the owner(s) of any residential dwelling(s) located closer than the minimum separation distance consents in writing to the proposed use;

d. The closest edge or corner of the building proposed for an Adult Land Use is at least 300 feet from the closest edge or corner of any conforming commercial structure and has a side setback of at least 150 feet, as measured in a straight and the most direct line, except that this provision may be waived if the owner(s) of any commercial structure(s) or property located closer than the minimum separation distance consent in writing to the proposed use;

e. The closest edge or corner of the building proposed for an Adult Land Use is at least 2000 feet from the closest edge or corner of any church or from its grounds, whichever is closer, as measured in a straight and the most direct line. Church "grounds" are any developed, fenced or enclosed outside area used by church members proximate to a church;

f. The closest edge or corner of the building proposed for an Adult Land Use is at least 2000 feet from the closest edge or corner of any primary or secondary school or from its grounds, whichever is closer, as measured in a straight and the most direct line. School "grounds" are any developed, fenced or enclosed outside area used by school children proximate to a school;

g. The Applicant, whether an individual or any of the stockholders, officers or directors, if a corporation, or any of the partners, if a partnership, including limited partners, or the manager or other person principally in charge of the operation of the business, or any person receiving, or having a right to receive any sum from, or percentage of the profits due to an interest in or sale of the business, has not been convicted within a five-year period immediately prior to the application, of any crimes involving fraud, consumer fraud or intent to defraud, prostitution;

h. Neither the applicant nor any ten percent corporation shareholder nor a corporate officer has had a revocation of a business license for violations of code regulations relating to Adult Land Uses within the preceding two years;

i. The land use will meet the parking requirements of Section 17; and

j. The applicant has provided all required information.

4. APPEALS

An appeal to the District Court for the County of Torrance may be made within 30 days after a denial.

5. OPERATION REQUIREMENTS AND RESTRICTIONS.

Once the Applicant has received a permit for an Adult Land Use, the permittee shall abide by the following requirements and restrictions:

a. Signs. In addition to the sign regulations stated in Section 18 of this Ordinance, any sign advertising an Adult Land Use shall not contain any emphasis, either by wording, picture or otherwise, on matters related to specified sexual activities or specified anatomical areas.

b. Exterior Display. No Adult Land Uses shall be conducted in any manner that permits the observation of any material depicting, describing or relating to specified sexual activities or specified anatomical areas, from any public way or from any property not permitted for the Adult Land Use. This provision shall apply to any display decoration, sign, show window or other opening.

c. Employee Records. The permittee shall at all times maintain and retain for the preceding three years the legal names/aliases and addresses of all persons employed as dancers by the permittee.

d. Employee Age Minimum. The permittee shall not employ or allow as a dancer a person under the age specified by state law or regulation where alcohol is consumed.

e. Admittee Age Minimum. No person under the age of 18 years shall be admitted where a nonalcoholic Adult Land Use is permitted. No person under the age of 21 years shall be admitted where an Adult Land Use with a liquor license is permitted. No employee of an Adult Land Use establishment shall allow any minor to loiter around or to frequent the establishment or to allow any minor to view a permitted Adult Land Use.

f. Consumption of Alcohol. No permittee shall serve, sell, distribute or suffer the consumption or possession of any intoxicating liquor, or any beverage represented as containing any alcohol, upon the permitted premises without a valid liquor license.

g. Display of Licenses. The permittee shall conspicuously display all licenses required by this Ordinance.

h. No Dancing in Concealed Areas. All dancing permitted as part of an Adult Amusement Enterprise shall take place within an area which is visible immediately upon entrance to the establishment premises, or is visible immediately from the entry room area of the establishment's premises; however, no permitted dancing shall be visible to or from any outside or un-permitted areas.

i. Contact Limitation. No dancer shall touch, fondle or caress any patron and no patron shall touch, fondle or caress any dancer on either the dancer's or patron's genitals, pubic region, buttock or female breast.

j. Advertisement Disclaimer. Any Adult Land Use establishment that does not have a liquor license and which uses the words that imply the availability of alcoholic liquor on the premises, such as "bar," or "lounge" or "saloon," in any advertisement or name must state in all such advertisements that alcoholic beverages are not sold or allowed on the premises.

k. Posted Warning. All Adult Land Use establishments shall post at each entrance door, and not more than five inches above each entrance doorway if no door is present during hours of operation, and in at least three places behind any bar a sign with letters not less than three inches high stating:

"PROSTITUTION IS UNLAWFUL"

All Adult Land Use establishments that are not licensed to sell alcoholic beverages shall post at each entrance door, and not more than five inches above each entrance doorway if no door is present during hours of operation, and in at least three places behind the bar a sign with letters not less than three inches high stating:

"ALCOHOL IS NOT SOLD HERE"

The letters for all such signs must be black on a yellow background and the sign at each entrance door and behind the bar must be between four and six feet above floor level. Each sign must be located and illuminated sufficient to be visible by a person with normal eyesight or eyesight corrected to 20/20, thirty feet from the sign.

l. The permittee shall maintain at least 10 foot candles of light in the public portions of the establishment, including aisles, at all times. However, if a lesser level of illumination in the aisles shall be necessary to enable a patron to view the adult entertainment in a booth, room or cubicle adjoining an aisle, a lesser amount of illumination may be maintained in such aisles, provided, however, at no time shall there be less than one (1) foot candle of illumination in said aisles, as measured from the floor.

m. The permittee must meet the parking requirements of Section 17.

6. RESPONSIBILITIES OF THE OPERATOR

a. It is the responsibility of the permittee to assure that the requirements of this Ordinance are satisfied in the exercise of the permit for an Adult Land Use. Every act or omission by an employee constituting a violation of the provisions of this Ordinance shall be deemed the act or omission of the permittee, if such act or omission occurs either with the authorization, knowledge, or approval of the permittee, or as a result of the permittee's negligent failure to supervise the employee's conduct, and the permittee shall be punishable for such act or omission in the same manner as if the permittee committed the act or caused the omission.

b. Any act or omission of any employee constituting a violation of the provisions of this Ordinance shall be deemed the act or omission of the permittee for purposes of determining whether the permittee's permit shall be revoked, suspended or renewed.

c. The permittee shall insure compliance of the establishment and its patrons with the provisions of this Ordinance.

7. RENEWAL

After the first issuance of a Conditional Use Permit for an Adult Land Use, the permit shall terminate upon the first-year anniversary of its issuance, unless it is renewed. Once the permit is renewed, it shall terminate upon the five-year anniversary of its most recent renewal, unless renewed again. There is no limit to the number of times a permit may be renewed. Any application for renewal must comply with the rules and regulations in effect at the time the application for renewal is submitted.

## SECTION 14.0 VILLAGE COMMUNITY PRESERVATION ZONE (VCP).

[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone preserves residential clusters in established unincorporated communities, and is intended to protect development of historic significance. This zone allows residential development with necessary commercial, business, and other non-residential activities which serve local residents. The zone regulations permit future development consistent with the existing character of the community, subject to health and safety standards.
[Rev: Ord. No. 2024-04, 11/13/2024]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97; Ord. No. 2001-2, 3/14/01; Ord. no. 2024-04, 11/13/2024]

1. One singular dwelling unit per lot, provided it is in compliance with the requirements of the New Mexico Liquid Waste Disposal Regulations and the provisions of Section 19 (F) of this Ordinance;

2. Accessory uses and structures provided the structures are compliant with Section 19 (F) of this Ordinance.

3. Kennel, subject to the regulations of the Torrance County Animal Control Ordinance and the provisions of Section 6 of this Ordinance.

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board: All Conditional Uses allowed in the RR Zone for business, service and commercial establishments, primarily intended to service local residents.
[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2020-06, 7/8/20; Ord. No. 2024-04, 11/13/2024]

D. Zone Standards. The following standards apply to all land uses within this zone:
[Rev: Ord. No. 2024-04, 11/13/2024]

1. Minimum lot size for dwelling units served by individual private wells shall be two and one-half net acres. Minimum lot size for dwelling units served by a centralized water system shall be as determined by the New Mexico Environment Department in order to comply with Liquid Waste Disposal Regulations. For purposes of determining minimum lot size, the calculation of acreage shall include common easements and private roadways for ingress and egress for adjoining lots. A shared domestic well permitted under Section 72-12-1 NMSA 1978 does not qualify as a "centralized water system";
[REV Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

2. All structures shall be located with a front setback of no less than 15 feet;

3. A proposed land use must comply with Section 23, pertaining to water usage; and
[REV No. 97-7, 6/27/97]

4. Commercial Greenhouse operations are prohibited within this zone.
[REV: Ord. No. 2020-06, 7/8/20]

## SECTION 14.1 RURAL COMMUNITY PRESERVATION ZONE (RCP).

[REV: Ord. No. 2001-2, 3/14/01, Ord. No. 2024-04, 11/13/2024]

A. Intent. This zone protects and preserves areas within the County which are characterized by their limited access, minimal development, limitations on water resources, natural beauty, fragile environment and native wildlife populations. Dispersed, very low density residential development and low intensity agricultural activities are allowed. Other agriculturally related activities may be allowed. Commercial uses will not be allowed except on a case-by-case basis in which the primary concern of the Zoning Board will be to minimize the environmental impact on the area. Development may be considered within a 1 mile buffer zone where the "RCP" Zone joins an incorporated municipality and density or minimum lot size or use within the buffer area may be dictated by the standards set for the adjoining area.
[REV: Ord. No. 2008-003, 4/23/08]

B. Permissive Uses. Any of the following permissive uses are allowed in this zone:
[Rev: Ord. No. 2024-04, 11/13/2024]

1. Low intensity agricultural operations such as livestock grazing and related ranching activities;

2. Horse breeding, boarding and training;

3. Other low intensity production agriculture;

4. Cultivation and harvesting of plants and croplands;

5. Woodcutting and other activities related to harvesting trees;

6. Singular residential dwelling unit provided it is in compliance with the requirements of the New Mexico Liquid Waste Disposal Regulations and the provisions of Section 19 (F) of this Ordinance; and

7. Accessory uses and structures necessary to carry out the above-listed permissive uses.

8. Kennel, subject to the regulations of the Torrance County Animal Control Ordinance and the provisions of Section 6 of this Ordinance.

C. Conditional Uses. The following uses may be allowed in this zone only upon permit granted by the Zoning Board:
[Rev: Ord. No. 2024-04, 11/13/2024]

1. Home occupations provided they are confined to the residence or accessory structure, are clearly a secondary use of the structure and present no visual impact to neighbors as viewed from adjoining property or public thoroughfare;

2. Small Bed and Breakfast operations limited to two guest bathrooms and no more than 8 (eight) guests; [Rev: Ord. No. 2024-04, 11/13/2024]

3. Horseback riding stables, provided sufficient land exists to support the number of animals maintained;

4. Dude ranch or other agricultural work experience operation;

5. Outfitters;

6. Essential public utility distribution structures;

7. Communication structures and facilities; and

8. One supplemental residential dwelling unit allowed on a parcel meeting zone minimum standards; 2 supplemental residential dwelling units allowed on a parcel of at least eighty acres or 1/8 section.
[Rev: Ord. No. 2024-04, 11/13/2024]

D. Zone Standards. The following standards apply to all land use within this zone:
[Rev: Ord. No. 2024-04, 11/13/2024]

1. Minimum parcel size will be forty acres or 1/16 section, whichever is the smaller of the two, with the following exceptions:

   a. Parcels smaller than the minimum parcel size which existed upon the effective date of these standards shall be allowed. to remain and may be transferred at a future date by sale, inheritance or other legal means provided that such parcels are not divided into smaller parcels except as allowed by Section 14.1.C.1.b. regarding collateral for a mortgage. These non-conforming parcels may be reconfigured through legal means of survey so long as the resulting parcel is not smaller than the original parcel.
   [REV: Ord. No. 2008-003, 4/23/08]

   b. Lending institutions may accept as collateral for a mortgage of a home on the property in question, any portion of that property provided it is not less than 5 acres in size with the understanding and knowledge that they can take legal title to and resell such smaller portion of land on which the mortgaged home exists in the event the mortgagee defaults on the mortgage. The lending institution is otherwise bound by the minimum parcel size standards provided herein. Once the mortgage is released, the land division shall automatically be vacated. A statement reflecting the requirement of such automatic vacation shall appear on the plat showing the land division.

2. In the event contiguous parcels within the zone are assembled, any of which may be less than the smaller of forty acres or 1/16 section, no future land division of that assembled parcel will be allowed, except as noted in paragraph 0.1.b. & c. supra, if any portion of the land division will result in a parcel of less than forty acres or 1/16 section. It is the intent of these standards to restrict parcel size within this zone to a minimum of forty acres or 1/16 section where possible to reassemble smaller existing parcels into larger parcels more closely approaching the forty acre, 1/16 section minimum.

3. This change will not affect any subdivision plans which have been submitted to the Zoning Board prior to the effective date of this section.
[REV: Ord. No. 2008-003, 4/23/08]

4. A proposed land use must comply with Section 23, pertaining to water usage.

5. Commercial Greenhouse operations are prohibited within this zone.
[REV: Ord. No. 2020-06, 7/8/20]

## SECTION 15. SOLID WASTE MANAGEMENT DISTRICT (SW)

A. Intent. This district provides for the siting, development, and operation of solid waste facilities in Torrance County. The boundaries of this district shall be defined as needed on a case-by-case basis following the amendment procedures and siting criteria provided in this Ordinance. Disposal of solid waste within Torrance County shall be regulated in accordance with all relevant laws including this Ordinance, the Torrance County Solid Waste Management Ordinance (Ord. No. 94-12), and all other applicable municipal, county, state, and federal laws pertaining to solid waste. Furthermore, no solid waste facility shall be established or operated without first obtaining a Solid Waste Facility Permit from the County Commission in accordance with the procedures set forth in this Ordinance.
[REV: Ord. No. 95-4, 6/10/95; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]]

B. Solid Waste Definition. The specific terms, "solid waste" and "solid waste facility" as defined by the Torrance County Solid Waste Management Ordinance (Ord. No. 94-12) are hereby adopted and incorporated herein by reference and made a part of this Ordinance.

C. Application for District Amendment. Each application to establish a Solid Waste Management District must be accompanied by a facility development report and site plan of sufficient size and scale in order to show:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

1. Boundaries of the proposed district and existing land uses and structures within the proposed district and within 500 feet of the proposed district boundaries;

2. Routes and design specifications of all proposed access roadways and/or railways within the proposed district and within one mile of the proposed district boundaries;

3. Existing topography, and re-grading plans if applicable, within the proposed district at a contour interval of two feet, based on mean sea level datum. All natural watersheds, watercourses, and floodplains shall be identified in accordance with the siting criteria established for this zone district;

4. Hydro-geologic data sufficient to define the groundwater level or water table underlying the proposed district. Such data shall be confirmed by the N.M. State Engineer Office in writing;

5. Location and estimated pumping rates of all water wells, including abandoned wells, within the proposed district and within 500 feet of the proposed district boundaries;

6. The proposed design and operation of the solid waste facility in detail, with supporting narrative to adequately describe the facility in terms of any impact to water resources, air quality, surrounding properties and land use, and local transportation systems;

7. Documentation of ownership and financial interests of the proposed solid waste facility; and

8. Location and dimensions of all proposed land use activities including structures, landscaping, on-site traffic circulation, and any other improvements to the land.

D. Special Permit Required. No person shall operate a solid waste facility without a Solid Waste Facility Permit issued by the County Commission in accordance with the procedures and criteria set forth in this Ordinance. Torrance County and the Torrance County Solid Waste Authority shall be exempt from filing and renewal fees as specified in this Ordinance. The purpose of the permit procedure is to ensure that the solid waste facility is in compliance with the regulations established by this Ordinance. The procedure for obtaining a Solid Waste Facility Permit shall be as follows:
[REV: Ord. No. 95-4, 6/10/95; Ord. No. 2008-003, 4/23/08]

1. Any operator of a solid waste facility must submit an initial application with filing fee to the Zoning Board on a prescribed form obtainable from the Zoning Director. The initial application filing fee shall be $2,500 to cover the site inspection, technical review, and related administrative costs of the County.
[REV: Ord. No. 2008-003, 4/23/08]

2. The Solid Waste Facility Permit shall be subject to expiration and renewal after a period of one year. At least 30 days prior to the expiration date of a Solid Waste Facility Permit, an application for renewal may be submitted and processed in the same manner as the initial application. A filing fee of $1,000 must be submitted with an application to renew a Solid Waste Facility Permit. The purpose of the filing fee is to cover ongoing site inspection and related administrative costs of the County. Operators of existing facilities may continue to operate provided they apply for a permit 30 days before the anniversary date of the existing permit and upon proof of continued compliance with the requirements of this Ordinance.

3. Upon receipt of a Solid Waste Facility Permit application, the Zoning Board shall review the application to determine compliance with this Ordinance at a regularly scheduled meeting. The Zoning Board may request information regarding the operation of the solid waste facility as deemed appropriate. The Zoning Board may also request comments in writing from relevant state or federal agencies regarding the operation of the solid waste facility.
[REV: Ord. No. 2008-003, 4/23/08]

4. The Zoning Board shall prepare and transmit a decision in writing to the County Commission after the 14 day appeal period. after their review of the application is completed. The County Commission shall review the application, the recommendations of the Zoning Board, and any relevant public comment at a regularly scheduled meeting. Upon determining that the application for the solid waste facility is in compliance with this Ordinance, the County Commission shall grant a Solid Waste Facility Permit.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

5. Renewal of a Solid Waste Facility Permit may be denied for failure to comply with this Ordinance, making any misrepresentation or omission of any relevant fact in the application, or for failure to comply with any other applicable municipal, county, state, or federal laws pertaining to solid waste.

E. Siting Criteria. This district shall be subject to the following siting criteria:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

1. District boundaries shall be no closer than 10,000 feet from any airport or aviation facility subject to regulation by the Federal Aviation Administration;

2. District boundaries shall be no closer than two miles from perennial streams or wetlands as designated by the U.S. Fish and Wildlife Service;

3. This district, or any portion thereof, shall not be located within any 100- year floodplain as designated by the Federal Emergency Management Agency;

4. No solid waste facility shall be established within a natural watercourse with visible evidence of the occasional flow of water; and

5. No solid waste facility shall be established where the ground water or the water table is less than 100 feet below the surface of the land or the bottom surface of any proposed pit, whichever is more restrictive.

F. Operational Criteria. This district shall be subject to the following operational criteria:
[REV: Ord. No. 95-4, 6/10/95, Ord. No. 2024-04, 11/13/2024]

1. Solid waste facilities shall be designed and operated to minimize blowing litter both on-site and off-site. Durable fencing shall be installed at least 6 feet in height around active areas for purposes of debris retention and site security;

2. Solid waste facilities shall be provided with all-weather access roads built to a standard adequate to bear anticipated traffic generated by the facility;

3. Solid waste facilities shall be designed and operated to minimize soil erosion and to mitigate storm-water runoff pollution; and

4. Solid waste facilities shall be monitored in accordance with state and federal standards to detect the release of gaseous, liquid, or solid pollutants from the solid waste facility.

G. Water Usage. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

## SECTION 16. SPECIAL USE DISTRICT (SU)

A. Intent. This district provides for singular developments which require special consideration because of their magnitude, unusual nature, infrequent operations, questionable impact on surrounding property, or other such reason. The boundaries of this district shall be defined as needed on a case-by-case basis following the amendment procedures provided in this Ordinance. Special conditions may be imposed by the County Commission following a decision by the Zoning Board. The County Commission may not grant the establishment of a Special Use District unless satisfactory provisions have been made:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

1. To assure that compatibility of property uses shall be maintained in the general area;

2. To preserve the integrity and character of the area in which the Special Use District will be located, and the utility and value of property in the Special Use District and in adjacent zones; and
[Rev: Ord. No. 2024-04, 11/13/2024]

3. To assure that the Special Use District will not become detrimental to the public health, safety, or general welfare of the County.

B. Application. Each application to establish a Special Use District must declare the proposed use and, unless otherwise specified, must be accompanied by a site development plan of sufficient size and scale in order to:
[Rev: Ord. No. 2024-04, 11/13/2024]

1. Show boundaries and topography of the property to be developed;

2. Show the proposed size, location, use, and arrangement of all structures, signs, parking and loading areas, drainage facilities, landscaping, and traffic and pedestrian circulation routes; and

3. Indicate the location, type, use and size of structures on adjacent properties within 100 feet of the proposed Special Use District boundary.

C. Removal of Districts. In the event that a use authorized as a Special Use District is permanently discontinued, the Special Use District may be canceled and removed under the provisions of this Ordinance. That area delineated by a discontinued Special Use District shall revert to the prevailing zone as determined by the County Commission following recommendation by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

D. Uses Allowed in Special Use District. A Special Use District may be authorized only for uses designated by the County Commission that are not permissive or conditional uses as defined by the Zones enumerated above. Designated uses for a Special Use district which are subject to specific requirements or regulations are prescribed as follows:
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

1. Airports, airstrips and heliports subject to the following requirements:
[REV: Ord. No. 2008-003, 4/23/08)

   a. Application for airport development shall be accompanied by a site plan showing: boundary lines including approach zones; runway layout with aprons, taxi strips, and parking and tie-down area; locations and heights of all buildings, structures, trees, and overhead wires within the airport boundary and the approach zones and also within 100 feet outside of such boundary; and other pertinent data such as topography and grading plan, drainage, water and sewer services, and access roadway,

   b. The planned airport area shall be sufficient to meet Federal Aviation Administration requirements for the class of airport proposed, and

   c. Any buildings or other structures in the proposed airport development shall be at least 100 feet from any right-of-way or lot line;

2. Commercial or cooperative cemetery, mausoleum, or crematory;

3. Correction, detention, or penal institution;

4. Dairies, slaughter houses, and Large Feedlots (more than 201 head of animals);
[REV. Ord. No. 2024-04, 11/13/2024]

5. Fuel wholesalers and storage (gasoline, liquefied petroleum) provided that all facilities shall not be within 500 feet of any dwelling unit unless sufficient blast, explosion, or fire confinement structures are installed according to appropriate State regulatory agencies;

6. Hospital, sanatorium, nursing home, or mental institution;

7. Limited industrial activities subject to the following regulations:
[REV: Ord. No. 95-5, 6/10/95]

   a. The manufacturing, processing, assembling, renovating, treatment, storage, or warehousing of raw materials, goods, merchandise, or equipment shall be conducted within an enclosed building and/or within an area completely enclosed by a wall,

   b. No building for manufacturing purposes shall be located less than 150 feet from any existing dwelling unit, except for a resident caretaker dwelling,

   c. Any process using explosive material shall not be located within 500 feet of any dwelling unit unless sufficient blast, explosion, or fire confinement structures are installed according to appropriate State regulatory agencies,

   d. All buildings on a manufacturing site shall not cover an aggregate area of more than 40 percent of such site, and

   e. All manufacturing activities shall be conducted in accordance with State and Federal environmental standards;

8. Mining, processing, or stockpiling of rock, sand, gravel, clay, or similar materials; provided it complies with the following requirements for land rehabilitation:

   a. Backfilling shall be made with non-noxious and non-combustible materials, and

   b. Peaks and depressions of the land resulting from the operation shall be reduced to a surface which is in substantial conformity to the surrounding topography and measures are taken to minimize erosion;

9. Mobile Home Park, subject to the following requirements:

   a. The maximum density of the Mobile Home Park shall be subject to the approval of the New Mexico Environment Department; however, if public water and sewer systems are available, then maximum density of the Mobile Home Park shall be 6 mobile homes per acre,

   b. No mobile home shall be located within 40 feet of any other mobile home,

   c. Any mobile home shall be located at least 25 feet from the right-of-way line of any roadway and at least 25 feet from any property line of the Mobile Home Park, and

   d. All interior roadways shall be at least 25 feet wide, and shall be either paved or graveled;

10. Wind Energy Facilities, subject to the following requirements:

    a. Purpose: The County encourages the development of businesses that harness wind energy. The purpose of this special use district is to foster the development of the County's wind power resources while preserving traditional land uses.

    b. Findings: The County finds that wind energy is an abundant, renewable and nonpolluting energy resource and that its conversion to electricity will reduce our dependence on nonrenewable energy resources and decrease the air and water pollution that results from the use of conventional energy sources. Wind energy systems also enhance the reliability and power quality of the power grid, reduce peak power demands and help diversify the state's energy supply portfolio. Wind energy power plants stimulate economic development directly and indirectly.

    c. Wind Energy Facility Permit: If the County Commission approves a special use district for a Wind Energy Facility, the County Commission shall also issue to the applicant a Wind Energy Facility Permit. The Wind Energy Facility Permit shall specify additional conditions that apply to the Wind Energy Facility.

        1) Wind Energy Facility Permit. Prior to any change in ownership or controlling interest of any entity owning a wind energy facility permitted in Torrance County, application shall be made to the Zoning Board, requesting transfer of the wind energy facility siting permit. Approval of such transfer shall be conditioned upon explicit agreement by the new permitee to comply with all provisions of this Ordinance and the original permit. The application may be in letter form and shall be signed by the authorized representatives or agents of both the current permitee and the prospective permitee.

    d. Definitions:

        1) Wind Energy Facility: An electricity-generating facility consisting of two or more wind turbines under common ownership or operating control that includes substations, MET towers, cables/wires and other building accessories to such facility, whose main purpose is to supply electricity to off-site customer(s).

        2) Permittee: The developer, owner or operator of a Wind Energy Facility who applies for a special use district and receives a Wind Energy Facility Permit.

e. Additional Information to be submitted with the application:

1) The applicant and landowner's name and contact information.

2) The Assessor's parcel map numbers, existing use and acreage of the site parcel.

3) A survey map at an appropriate scale showing the proposed location of the wind energy facility (including access roads) as it relates to the boundaries of the parcel, adjacent ownerships and existing residences/schools, churches, hospitals, or libraries to a distance of 2,000 feet (or other measure).

4) A survey map at an appropriate scale showing any federal, state, county or local parks, recognized historic or heritage sites, state-identified wetlands or important bird areas as identified in federal, state, county, or local GIS databases or other generally-available documentation.

5) Standard drawings of the wind turbine structure, including the tower, base and footings, drawings of access roads, and including an engineering analysis and certification of the tower, showing compliance with the applicable building code.

6) Data pertaining to the tower's safety and stability, including safety results from test facilities.

7) Proposal for landscaping and screening.

8) A completed Environmental Assessment Report.

9) A project visibility map, based on a digital elevation model, showing the impact of topography upon visibility of the project from other locations, to a radius of three miles from the center of the project. The scale used shall depict the three-mile radius as no smaller than 2.7 inches, and the base map used shall be a published topographic map showing man-made features, such as roads and buildings.

10) No fewer than four color photos, no smaller than 4" by 6", taken from each of the four cardinal directions from locations within a three-mile radius from the site.

11) Images of the photos from paragraph 10 above shall be computer-enhanced to simulate the appearance of the as-built site facilities as they would appear from the locations where the photos were taken.

f. Additional Approval Standards:

1) Safety:

a) The minimum distance between the ground and any part of the rotor blade system shall be thirty (30) feet.

b) Wind turbine towers shall not be climbable up to 15 feet above ground level by external ladders.

c) All access doors to wind turbine towers and electrical equipment shall be lockable.

d) Appropriate warning signage shall be placed on wind turbine towers, electrical equipment and wind energy facility entrances.

e) Wind energy facilities shall not be artificially lighted, except to the extent required by the FAA or other applicable authority.

f) All wind turbines shall conform to industry standards for automatic braking, governing or feathering to prevent uncontrolled rotation, over-speeding and excessive pressure on the tower structure, rotor blades and turbine components.

g) As a condition of approval, prior to the construction of the facility the applicant shall submit to the County proof of insurance [in an amount to be determined by the County in consultation with the County's insurer], to cover damage or injury that might result from the failure of a tower or towers or any other part or parts of the generation and transmission facility.

h) Any wind energy system found to be unsafe by a local, state or federal agency shall be repaired by the owner to meet federal, state and local safety standards or removed within six months.

i) If any turbine is not operated for a continuous period of 12 months, the owner shall notify the County within 30 days of such occurrence and shall set forth reasons for the operational difficulty and propose a corrective action plan. The corrective action shall be completed within 6 months. If the corrective action is not completed, the County may require removal of the inoperative turbine and tower.

2) Siting and Installation:

a) To the extent practicable, the facility shall combine transmission lines and points of connection to local distribution lines.

b) To the extent practicable, the facility shall connect to existing substations, or if new substations are needed, minimize the number of new substations.

c) Electrical controls and control wiring and power lines shall be wireless or underground except where wind farm collector wiring is brought together for connection to the transmission or distribution network, adjacent to that network.

3) Setbacks:

a) Each wind turbine shall be set back from the nearest property line a distance no less than 1.1 times its total height, unless appropriate easements are secured from adjacent property owners.

b) Each wind turbine shall be set back from the nearest public road a distance no less than 1.1 times its total height, determined at the nearest boundary of the underlying right- of-way for such public road.

c) Each wind turbine shall be set back from the nearest above-ground public electric power line or telephone line a distance no less than 1.1 times its total height, determined from the existing power line or telephone line.

4) Nuisance:

a) Audible noise due to wind energy facility operations shall not exceed fifty (50) dBA for any period of time, when measured at any occupied residence, school, hospital, church or public library existing on the date of approval of the wind energy facility.

b) The applicant shall minimize or mitigate any interference with electromagnetic communications, such as radio, telephone or television signals caused by any wind energy facility.

c) No individual tower facility shall be installed in any location where its proximity with fixed broadcast, retransmission or reception antenna for radio, television or wireless phone or other personal communications systems would produce electromagnetic interference with signal transmission or reception.

5) Environmental and Visual:

a) Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the wind energy facility.

b) The design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the facility into the natural setting and existing environment.

c) No individual tower facility shall be installed at any location that would substantially detract from or block the view of the major portion of a recognized scenic vista, as viewed from any public road right-of-way or publicly- accessible parkland or open space within the County.

d) Wind turbines shall be set back at least 2,500 feet from important bird areas as identified by [state, feds].

6) Restoration of Property:

a) As a condition of approval of a special use district for a Wind Energy Facility, within one year of the termination or abandonment of leases, easements or operations of a Wind Energy Facility, the permittee shall cause, at its own expense, the restoration of the land to its pre-facility condition.
[REV: Ord. No. 2008-003, 4/23/08]

11. Solar Energy Facilities, subject to the following requirements:

a. Purpose: The County encourages the development of businesses that harness solar energy. The purpose of this special use district is to foster the development of the County's solar power resources while preserving traditional land uses.

b. Findings: The County finds that solar energy is an abundant, renewable and nonpolluting energy resource and that its conversion to electricity will reduce our dependence on nonrenewable energy resources and decrease the air and water pollution that results from the use of conventional energy sources. Solar energy systems also enhance the reliability and power quality of the power grid, reduce peak power demands and help diversify the state's energy supply portfolio. Solar energy power plants stimulate economic development directly and indirectly.

c. Solar Energy Facility Permit: If the County Commission approves a special use district for a Solar Energy Facility, the County Commission shall also issue to the applicant a Solar Energy Facility Permit. The Solar Energy Facility Permit shall specify additional conditions that apply to the Solar Energy Facility. [REV. Ord. No. 2024-04, 11/13/2024]

1) Solar Energy Facility Permit. Prior to any change in ownership or controlling interest of any entity owning a solar energy facility permitted in Torrance County, application shall be made to the Zoning Board, requesting transfer of the solar energy facility siting permit. Approval of such transfer shall be conditioned upon explicit agreement by the new permittee to comply with all provisions of this Ordinance and the original permit. The application may be in letter form and shall be signed by the authorized representatives or agents of both the current permittee and the prospective permittee.

d. Definitions:

1) Solar Energy Facility: An electricity-generating facility consisting of any solar collector, as defined in the New Mexico Solar Rights Act, NMSA 1978, § 47-3-1 through 47-3-5, as amended, or combination of solar collectors under common ownership or operating control that includes substations, cables/wires and other building accessories to such facility, whose main purpose is to supply electricity to off-site customer(s).

2) Permittee: The developer, owner or operator of a Solar Energy Facility who applies for a Special Use district and receives a Solar Energy Facility Permit.

e. Additional Information to be submitted with the application:

1) The applicant and landowner's name and contact information.

2) The Assessor's parcel map numbers, existing use and acreage of the site parcel.

3) Demonstration:

a) of solar rights, recorded pursuant to the Solar Recordation Act, NMSA 1978, § 47-3-6 through§ 47-3-12, to support the Solar Energy Facility; or
b) that activities on neighboring properties will not impair the line-of-sight path from the solar collector or collection of solar collectors to the sun.

4) A survey map at an appropriate scale showing the proposed location of the solar energy facility (including access roads) as it relates to the boundaries of the parcel, adjacent ownerships and existing residences/schools, churches, hospitals, or libraries to a distance of 2,000 feet.
[REV. Ord. No. 2024-04, 11/13/2024]

5) A survey map at an appropriate scale showing any federal, state, county or local parks, and recognized historic or heritage sites, as identified in federal, state, county, or local GIS databases or other generally- available documentation.

6) Standard drawings of a solar collecting device structure(s), including the bases and footings, drawings of access roads, and including an engineering analysis and certification showing compliance with the applicable building code.

7) Data pertaining to the solar collecting device's safety and stability, including safety results from test facilities.

8) Proposal for landscaping, screening, and storm water management.

9) A completed Environmental Assessment Report.

10) A project visibility map, based on a digital elevation model, showing the impact of topography upon visibility of the project from other locations, to a radius of three miles from the center of the project. The scale used shall depict the three-mile radius as no smaller than 2.7 inches, and the base map used shall be a published topographic map showing man-made features, such as roads and buildings.

11) No fewer than four color photos, no smaller than 4" by 6", taken from the each of the four cardinal directions from locations within a three-mile radius from the site.

12) Images of the photos from paragraph 10 above shall be computer-enhanced to simulate the appearance of the as-built site facilities as they would appear from the locations where the photos were taken.

f. Additional Approval Standards:

1) Safety:

a) The solar energy facility has been designed and would be operated to prevent the misdirection of concentrated solar radiation onto nearby property, public roads or other areas accessible by the public.

b) The solar energy facility has been designed and would be operated to protect public safety, including development and implementation of a plan of operating procedures to prevent public access to hazardous areas, including appropriate warning signage on electrical equipment and at the solar energy facility entrances.

c) The solar energy facility is not located adjacent to, or within the control zone, of any airport.

d) During the operation, all chemicals or solvents used to clean photovoltaic panels or heliostats would be low in volatile organic compounds and the operator would use recyclable or biodegradable products to the extent possible.

e) Any component of the solar energy facility found to be unsafe by a local, state or federal agency shall be repaired by the owner to meet federal, state and local safety standards or removed within six months.

f) If the solar energy facility is not operated for a continuous period of 12 months, the owner shall notify the County within 30 days of such occurrence and shall set forth reasons for the operational difficulty and propose a corrective action plan. The corrective action shall be completed within 6 months. If the corrective action is not completed, the County may require removal of the solar energy facility.

2) Siting and Installation:

a) To the extent practicbale, the facility shall combine transmission lines and points of connection to local distribution lines. [REV. Ord. No. 2024-04, 11/13/2024]

b) To the extent practicbale, the facility shall connect to existing substations, or if new substations are needed, minimize the number of new substations. [REV. Ord. No. 2024-04, 11/13/2024]

c) Electrical controls and control wiring and power lines shall be wireless or underground except where solar collector wiring is brought together for connection to the transmission or distribution network, adjacent to that network.

3) Environmental and Visual:

a) The design of the buildings and related structures shall, to the extent reasonably possible, use materials, colors, textures, screening and landscaping that will blend the facility into the natural setting and existing environment.

b) No solar energy facility shall be installed at any location that would substantially detract from or block the view of the major portion of a recognized scenic vista, as viewed from any public road right-of-way or publicly-accessible parkland or open space within the County.

c) No solar energy facility shall cause unnatural flooding of adjacent properties.

4) Restoration of Property

a) As a condition of approval of a special use district for a Solar Energy Facility, within one year of the termination or abandonment of leases, easements or operations of a Solar Energy Facility, the permittee shall cause, at its own expense, the restoration of the land to its pre-facility condition.
[REV: Ord. No. 2008-003, 4/23/08]

12. Major power generation facilities including fuel-fired power plants as well as region-serving developments of solar or wind-driven energy generators.
[REV: Ord. No. 94-2, 2/9/94]

13. Planned Area Development (PAD), subject to the following requirements:

a. A PAD shall incorporate a unified planning scheme for residential comprised of singular, multiple, and/or cluster dwelling units and other supportive land uses which cover an area of 40 acres or more,
[REV: Ord. No. 2008-003, 4/23/08]

b. A PAD may be constructed in increments provided a development phasing schedule showing anticipated initiation and completion of each phase is documented, and provided each phase includes a site development plan as required for this zoning and is reviewed and approved prior to development as a separate but component plan of the PAD,
[Rev: Ord. No. 2024-04, 11/13/2024]

c. A Supportive Data Document shall be required and shall contain statements and information concerning the following:
[REV: Ord. No. 2008-003, 4/23/08]

1) purpose and intent of the PAD,

2) internal and external land use relationships,

3) distribution, type, and intensity of land uses,

4) development phasing schedule, if applicable,

5) proposed public features,

6) projected traffic impact when PAD is fully built out, and

7) consideration of the view shed among all other factors.

d. The gross density of the PAD shall not exceed 3 dwelling units per acre, unless the dwelling units are served by public water and/or sewer systems, in which case the maximum gross density may be increased to a density which is appropriate for the area as determined by the Zoning Board;
[REV: Ord. No. 2008-003, 4/23/08]

e. A portion of the land within a PAD may be designated as open-space common area for resident use, provided ownership of the common area is clear, with appropriate covenants forbidding partition for future sale and development, and provided the maintenance responsibility for the common area is definite, and a method is provided for funding such maintenance of the common area;

f. Minimum lot size shall be one-and-one-half acres, or shall be subject to approval by the Zoning Board in areas where public water and sewer systems are available; and
[REV: Ord. No. 97-2, 3/26/97; Ord. No. 2008-003, 4/23/08]

g. All building setbacks within the PAD shall be subject to approval by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08]

14. Salvage yards for scrap material, including automobile bodies, provided that:
[REV: Ord. No. 95-5, 6/10/95]

a. All activities are conducted within an enclosed building or within an area completely enclosed by a wall,

b. Outside storage of salvage materials or automobile bodies may not be stacked higher than the surrounding wall,

c. Any walls surrounding outside storage of materials shall be located with a front setback of no less than 50 feet, and

d. The entire site for a salvage yard shall not exceed five acres;

15. Shopping Centers, subject to the following requirements:

a. The shopping center site shall be located with direct access to a State or Federal arterial highway, or a designated County arterial road,

b. All buildings must be placed at least 30 feet from any property line of the shopping center land,

c. At least 10 percent of the required off-street parking area shall be landscaped and maintained in a clean and healthy condition,

d. The exterior lighting of all buildings, structures, and surrounding grounds shall provide illumination for safety purposes, and shall be placed and screened to the extent possible such that it does not shine directly or reflect into any adjoining residential properties or public roadways,

e. Loading docks and outside storage areas shall be screened from public roadways and abutting residential properties,

f. Any shopping center proposal for an ultimate development containing more than 100,000 square feet of floor area shall include a traffic impact analysis of traffic generated by the shopping center and its effect on the surrounding roadway system, and

g. No shopping center shall cause unnatural flooding of adjacent properties from storm water runoff.

16. Travel Trailer or Recreational Vehicle Park provided it complies with the following requirements:

a. The minimum park size shall be 2 acres,

b. The park site shall be graded, drained, and free of rubbish,

c. The park site shall have a wall, fence or planted area, 6 feet in height, that buffers the site from adjoining areas, and

d. The park shall contain individual campgrounds and each campground shall be at least 1,000 square feet in area with adequate parking such that no portion of any vehicle extends into a road within the park.

E. Water Usage. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

## SECTION 16.1. TEMPORARY LAND USE OR SPECIAL EVENT PERMIT

Incidental or infrequent uses/events such as but not limited to circuses, fairs, carnivals, and outdoor sales that are commonly associated with a business or club which include but is not limited to civic, fraternal, charitable, religious, and patriotic organizations or temporary outdoor sales, or other commercial uses, may be allowed in "D" zones or on properties with an active Conditional Use or Special Use permit. Temporary Land Use or Special Event Permits shall be issued by the Planning and Zoning Director or designee, and shall be subject to the following conditions:
[Rev: Ord. No. 2024-04, 11/13/2024]

A. Limitations. A Temporary Land Use or Special Event Permit shall not be issued for events/uses where the duration exceeds forty-five (45) days. The use/event shall not require the construction of permanent facilities or structures that will survive the conclusion of the event or use for which the temporary permit is issued. Applicants/landowners shall be limited to two Temporary Land Use or Special Event Permits per calendar year for a specific property and shall not be issued consecutively. The Planning and Zoning Director shall not issue a Temporary Land Use or Special Event Permit where the use is deemed to be incompatible with surrounding land uses.

B. Permission. Prior to commencement of the temporary use or special event, the applicant shall provide a notarized statement from the property owner granting permission for the applicant to conduct the temporary use or event at the proposed site.

C. Licensing. Applicants shall be required to obtain a temporary Torrance County business registration covering the proposed duration of the event/ use. A copy of the temporary business registration shall be submitted with the application.

D. Safety. Any applicant whose temporary use/special event is deemed to present an increased risk to the public's health, safety, welfare and/or property, shall be required to obtain the approval of the County Sheriff and/or the County Fire Chief. Applicants shall be required to provide detailed plans to address any identified safety concerns that arise from the use/event. Applicants shall be required to bear the cost of any required Fire/EMS or law enforcement services deemed necessary to protect the public.

E. Appeal. Issuance or denial of Temporary Land Use or Special Event Permits may be appealed to the Board of County Commissioners.

## SECTION 17. OFF-STREET PARKING AND LOADING.

A. Parking and Loading Space Required. There shall be provided on site, when any new building is erected, or change of land use is approved, off-street parking and loading spaces as set forth herein. Existing buildings continuing existing land uses need supply such parking and loading space only to the extent ground space is available on site. [REV: Ord. No. 2001-2, 3/14/01]

B. Number of Parking Spaces. The minimum number of parking spaces to be provided shall be as follows:

1. Dwelling units: 2 spaces per dwelling unit;

2. Eating and drinking establishments: one space per 100 square feet of floor area;

3. Industrial, manufacturing, and wholesaling establishments: one space per 2 employees on largest shift;

4. Medical and dental offices, clinics, including veterinary clinics: 5 spaces per doctor;

5. Offices, public buildings, and service establishments: one space per 300 square feet of floor area;

6. Places of public assembly: one space per 5 seats when fully occupied;

7. Retail and commercial business establishments: one space per 200 square feet of floor area;

8. Rooming or boarding house: one space for each 2 rooms; and

9. Additional space for parking may be required to prevent the occurrence of off-site parking along roadways and rights-of-way and on adjoining property.
[REV: Ord. No. 2001-2, 3/14/01]

C. Parking Design Standards. The following standards shall be applied to off-street parking area:

1. All parking spaces shall be provided with adequate circulation and access to a road or street;

2. Each parking space shall consist of an area not less than 9 feet by 20 feet; and

3. Where parking is used for larger vehicles such as semi-tractor trailers, spaces of sufficient size and adequate circulation and access for such vehicles must be provided.
[REV: Ord. No. 2001-2, 3/14/01]

D. Off-Street Loading Requirements. Sufficient off-street loading space shall be provided on all premises which receive or distribute bulk materials by motor vehicle. Off-street loading space shall not be located on designated off-street parking space or public right-of-way.

## SECTION 18. SIGN REGULATIONS.

A. Purpose. The purpose of this Section is to allow such signs that will not endanger the public safety, will not obstruct or detract from visibility necessary for traffic safety, and will not be detrimental to the land use objectives set by this Ordinance. No sign shall be placed or erected in Torrance County unless such sign conforms to the regulations herein. In addition, these sign regulations shall be supplemental to the regulations promulgated by the New Mexico Highway Beautification Act [67- 12-1 to 67-12-14 NMSA 1978] concerning the regulation of outdoor advertising along public highways.
[REV: Ord. No. 96-4, 4/27/96]

B. Definition. For purposes of this Ordinance, a sign shall mean a device which is constructed to convey information visually and which is exposed to public view. A sign shall be construed to be a display surface or device containing organized and related elements composed to form a single unit. The following shall not be included in the application of regulations herein:
[REV: Ord. No. 96-4, 4/27/96]

1. Signs bearing only property numbers, postal box numbers, farm and ranch names, or individual names of occupants of premises;

2. Flags, insignia, or signs of any government, including legal notices, identification information, or directional signs;

3. Signs placed by a public utility for the health, safety, welfare, or convenience of the public; and

4. Temporary holiday decorations.

C. Sign Size. The size of signs within the County shall be regulated according to the sign face which shall mean that area of the sign or signs which is enclosed by a continuous line, connecting the extreme points or edges of the sign, but not including structural supports of the sign. On any two-sided sign, only one sign face shall be counted in calculating the design size.
[REV: Ord. No. 96-4, 4/27/96]

D. Business Signs. The following regulations shall apply to all signs relating to business, commercial, industrial, and service activities throughout the County, including both on-premise and off-premise signs:
[REV: Ord. No. 96-4, 4/27/96]

1. For purposes of this Ordinance, an off-premise sign means a sign that is not physically located on the premises to which the sign refers;

2. For any free-standing sign, attached to an independent supporting structure which is not an integral part of a building, the sign face shall not exceed 800 square feet if located within 350 feet of the right-of-way line of an Interstate Highway. Free-standing signs which are not located within 350 feet of the right-of-way line of an Interstate Highway shall not exceed 300 square feet of sign face;

3. Building-mounted signs shall not exceed 100 square feet of sign face per tenant, unless the building is located within 350 feet of the right-of-way line of an Interstate Highway wherein a building-mounted sign shall not exceed 300 square feet of sign face per tenant;

4. No more than one on-premise, free-standing sign adjacent to each abutting roadway may be allowed. In any case of multiple enterprises on the premises, one free-standing sign may be allowed for each enterprise provided that no single sign shall exceed 800 square feet of sign face and the aggregate of all free-standing signs shall not exceed a sum of 1200 square feet of sign face on the premises;

5. Signs may be illuminated by any manner, provided there is no direct or reflected light onto highways or into residential areas;

6. Free-standing signs shall not exceed 30 feet in height, however, free- standing signs located within 350 feet of the right-of-way line of an Interstate Highway may be constructed to a maximum of 80 feet in height. Building- mounted signs shall not exceed the height of the building unless granted a variance in accordance with this Ordinance; and

7. One non-illuminated sign is allowed for each home occupation permitted by the County, provided that no such sign shall exceed six square feet of sign face;

8. All free-standing business signs are required to display a County Business License number and must pay a one-time fee of $25 (twenty-five dollars) to cover administrative and inspection costs.

E. Auxiliary Signs. The following regulations for auxiliary signs shall apply County-wide:
[REV: Ord. No. 96-4, 4/27/96]

1. Signs visible from public right-of-way directing and guiding traffic and parking on private property shall not exceed ten square feet of sign face, may be illuminated by any manner provided there is no direct or reflected light onto highways or into residential areas, and shall display no advertising matter. For an enterprise which provides services to commercial trucking, such signs may be allowed that will not exceed 150 square feet of sign face, will not exceed 20 feet in height, and will not exceed 20 feet in length;

2. Informational signs intended to identify name, location, activities, or occupant of non-residential premises shall be limited to two signs, each of which shall not exceed 32 square feet of sign face and may be illuminated only by indirect light; and

3. No auxiliary sign shall be higher than its distance to the nearest point on the property line, but in no case higher than the height of the highest building on the premises.

F. Temporary Signs. Requirements for temporary signs which are placed for a limited period of time are as follows:
[REV: Ord. No. 96-4, 4/27/96]

1. No temporary sign may be placed unless identification of the responsible agent is clearly posted on the sign;

2. Signs relating to the sale, lease, or development of real estate shall comply with the following regulations:

   a. One on-premise sign per lot is permitted, provided that no such sign face shall exceed ten square feet,

   b. Off-premise signs directing or leading prospective buyers to real estate for sale or lease shall be limited to no more than five signs for each property, provided that no such sign face shall exceed ten square feet,

   c. Signs promoting or advertising subdivisions for sale shall not have a sign face greater than 32 square feet, and

   d. All real estate signs shall be removed within five days after the property is sold;

3. Signs relating to a political campaign prior to an election may be permitted on any lot provided such signs shall not be placed more than 90 days prior to the election and shall be removed within 10 days following the election;

4. Temporary signs which are not related to a political campaign shall be placed for a maximum of 90 days, which may be extended no more than twice for periods of 60 days each, following separate written requests for renewal to the Zoning Director;
   [REV: Ord. No. 2008-003, 4/23/08]

5. No temporary sign shall be higher than its distance to the nearest point on the property line, but in no case higher than the height of the highest building on the premises; and

6. Temporary signs shall be non-illuminated and shall not exceed 32 square feet of sign face.

G. Prohibited Signs. The following signs are prohibited within the County:
   [REV: Ord. No. 96-4, 4/27/96]

   1. Signs located within dedicated public right-of-way or an easement for a roadway;

   2. Signs applied to trees, rocks, or other natural objects;

   3. Signs which are or may become a public safety hazard.

H. Nonconforming Signs. Any sign that does not comply with a regulation concerning sign dimensions, number, and location as stated herein, but which existed prior to the effective date of such sign regulation, shall be considered a nonconforming sign and shall be subject to the following requirements:
   [REV: Ord. No. 96-4, 4/27/96]

   1. The nonconforming sign shall not be expanded or extended; and

   2. Routine maintenance of a nonconforming sign is allowed.

SECTION 19. ADMINISTRATION.

A. Administrative Official. A Zoning Director shall be appointed by the County Commission to administer the provisions of this Ordinance. The Zoning Director may also serve in some other capacity as an employee or appointed official of the County. [REV: Ord. No. 2008-003, 4/23/08]

B. Authority of Zoning Director. The Zoning Director is authorized to take reasonably necessary actions to administer and enforce this Ordinance, including:

1. Conducting inspections of buildings, structures, and the uses of land to determine compliance with this Ordinance;

2. Investigating resident complaints alleging violations of this Ordinance;

3. Issuing notices of violations of this Ordinance;

4. Issuing citations charging violations of this Ordinance;

5. Prosecuting charges for violations, including negotiating and entering into plea agreements, before the Torrance County Magistrate Court.
[REV: Ord. No. 2008-003, 4/23/08]

C. Authority of Zoning Enforcement Officer. The Zoning Director may designate a Zoning Enforcement Officer and delegate the Zoning Director's full authority to enforce this Ordinance to the Zoning Enforcement Officer. If a Zoning Enforcement Officer is so designated, then any restrictions, limitations or requirements placed upon the Zoning Director for the enforcement of this Ordinance shall apply to the Zoning Enforcement Officer.
[REV: Ord. No. 2008-003, 4/23/08]

D. Inspections and Investigations. The Zoning Director shall carry an identification card provided by the County during all inspections and investigations. This provision does not grant right of entry without due process of law if necessary. The Zoning Director shall conduct on-site inspections and collect other relevant information which may be requested by the County Commission or the Zoning Board as necessary to carry out the purpose of this Ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

E. Information and Records. The Zoning Director shall maintain an office to supply the public with information concerning this Ordinance, and shall maintain copies of this Ordinance and the County Zoning Map in an updated form. A "Zoning Action File" shall be maintained and shall contain records of the following:
[REV: Ord. No. 2008-003, 4/23/08]

1. Conditional Use Permits;

2. Variances Allowed Under this Ordinance;

3. Zone and District Changes;
[Rev: Ord. No. 2024-04, 11/13/2024]

4. Special Use Permits;

5. Requests for Use Interpretation;

6. Applications for Amendments to this Ordinance;

7. Certificates of Nonconformance;

8. Zoning Appeals;

9. Zoning Violations and Complaints;

10. Development Review Permits; and

11. Building Permit Applications.
[REV: Ord. No. 97-5, 6/27/97; Ord. No. 2008-003, 4/23/08]

F. Development Review Permit. For purposes of this Ordinance, with respect to any premises within the jurisdiction of Torrance County:

1. No accessory structure or building meeting current New Mexico Regulation & Licensing Construction Industries Division size requirement for a building permit nor mobile home shall be placed, constructed, or installed, nor;
[REV: Ord. No. 2008-003, 4/23/08]

   a. Shall electric service be connected to any accessory structure, building or mobile home if such building or mobile home has not already had electric service previously connected or has not already been issued a Development Review Permit in connection with such electric service, nor;

   b. Shall any building or mobile home be used as a residence if the building has not previously been used as a residence or has not previously been issued a Development Review Permit in connection with such use as a residence, without first being reviewed by the Planning and Zoning Director, and issued a Development Review Permit. In addition to these requirements, an applicant for a Development Review Permit shall:
   [REV: Ord. No. 2008-003, 4/23/08]

      1) Submit a recorded deed or real estate contract that the applicant is the owner in fee simple or equitable title owner of the property or, proof that owner has authorized the application, through lease or other written authority.

      2) Submit a suitable Building Permit or appropriate documentation establishing the applicant's right to construct a building or residence.

      3) Submit the appropriate liquid waste permit by the State Environment Department. [REV. Ord. No. 2024-04, 11/13/2024]

4) Submit the appropriate well permit issued by the State Engineer's Office or letter of intent from a centralized water system which states the proper legal description for the subject property and confirms there is a sufficient amount of water to provide for potable, sanitary, and minor fire suppression service to the dwelling or accessory structure. Applications which rely upon water harvesting or hauling water from a source off-premise must have on-premise storage capacity sufficient to provide the services listed above may be designed by a licensed contractor, New Mexico licensed engineer, or architect. The contractor will include a copy of their current license issued by CID. Systems designed by the property owner will be reviewed and stamped by a New Mexico licensed engineer or architect. [REV. Ord. No. 2024-04, 11/13/2024]

5) Submit a copy of the (1) New Mexico Registration and Title, or (2) Manufacture Certificate of Origin, or (3) a purchase agreement for a mobile or modular home. [REV. Ord. No. 2024-04, 11/13/2024]

6) Submit a statement, i.e. a construction account for new development or a copy of a current permit if there is existing development, from the Solid Waste Authority.
[REV. Ord. No. 2024-04, 11/13/2024]

7) Submit a statement from the Torrance County Treasurer showing taxes are paid to date.

8) Submit the applicable permit fee to the Planning and Zoning Director.

9) Where the property to be developed lies within a special flood hazard area, submit a preconstruction elevation certificate, and within one year a post-elevation certificate will be required, Failure to do so may result in a fine of $300.00 and/or 90 days in jail. Additional information and documentation as provided in the Flood Damage Prevention Ordinance, 92-4, or the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP).
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

2. Upon the review and approval of the Planning and Zoning Director, a Development Review Permit will be issued, a property address can be assigned, and a site inspection will be performed.
[REV: Ord. No. 2008-003, 4/23/08]

*This area intentionally left blank*

G. Violations and Enforcement. Whenever a violation of this Ordinance is discovered or is alleged to have occurred, the Zoning Director shall investigate and inspect the site of the violation or alleged violation and take action as follows:
[REV: Ord. No. 2008-003, 4/23/08]

1. Any person aggrieved by an apparent violation of this Ordinance may file a written complaint with the Zoning Director. Such complaint shall describe the location and circumstances of the apparent violation with specific references to the provisions of this Ordinance which are alleged to have been violated.
[REV: Ord. No. 2008-003, 4/23/08]

2. Whenever the Zoning Director finds probable cause to believe a violation of this Ordinance exists, whether acting on independent initiative or in response to a written complaint, the Zoning Director shall notify the person responsible for the alleged violation. Such notification shall be made in writing to the owner or tenant of the property, indicating the nature of the violation and ordering the action necessary to correct the violation. Corrective action may require discontinuance of illegal use of land, buildings or structures; removal of illegal buildings or structures or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done; or shall require the taking of any other action authorized by this Ordinance to ensure compliance with or to prevent violations of the provisions of this Ordinance. Absence of personal service of the notice of violation shall not constitute a defense when the Zoning Director has made a diligent effort to locate the owner or tenants.
[REV: Ord. No. 2008-003, 4/23/08]

3. Action to correct a violation of this Ordinance shall be completed within 60 days following the date of notification by the Zoning Director. If a violator fails to take corrective action within 60 days, the County shall seek imposition of the penalties set forth in this Ordinance.
[REV: Ord. No. 97-2, 3/26/97; Ord. No. 2008-003, 4/23/08]

## SECTION 20. NONCONFORMITIES.

A. Definition. Within the zones established by this Ordinance, there exist: lots, structures, or uses of land or structures which were lawful before this Ordinance was passed or amended, but would be prohibited or restricted under the terms of this Ordinance. It is the intent of this Ordinance to allow these nonconformities to continue until they are removed, but not to encourage their survival.
[Rev: Ord. No. 2024-04, 11/13/2024]

B. Certificate of Nonconformance. Nonconformities shall be identified and issued Certificates of Nonconformance as determined by the Zoning Director. Upon receipt of a written notification from the Zoning Director, it shall be the responsibility of owners of nonconforming property to obtain a Certificate of Nonconformance from the Zoning Director within 60 days after the date of notification.
[REV: Ord. No. 2008-003, 4/23/08]

C. Nonconformities Allowed. A nonconformity existing at the time this Ordinance takes effect may be continued under the Certificate of Nonconformance. The authority to continue a nonconforming use is transferable to the successors and assigns of the owner. The transfer of authority shall be evidenced by transfer of the Certificate of Nonconformance to the successor or assignee. A continuing nonconforming use may also be referred to as a "grandfathered use".

D. Expansion. A nonconformity shall not be enlarged, expanded, or extended. However, the addition of a lawful use to any portion of a nonconforming building shall not be deemed an extension of such nonconforming building.

E. Restoration. If a nonconforming use or structure is damaged or destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, then restoration must be for a permitted use. Singular dwelling units, however, may be exempt from this restoration requirement if approved by the Zoning Board and the New Mexico Environment Department in order to comply with Liquid Waste Disposal Regulations.
[REV: Ord. No. 2008-003, 4/23/08]

F. Abandonment. Whenever a nonconforming use has been discontinued or abandoned for a period of one year or more, such use shall not thereafter be reestablished, and any future use must be in conformance with the provisions of this Ordinance. Any nonconforming dry land or irrigated farmland shall be exempt from this abandonment requirement.

G. Nonconforming Lot Size. Any lot of record existing prior to the effective date of this Ordinance, which fails to meet the minimum area requirements, may be developed, redeveloped, or improved provided that any other requirements of the lot are in conformance with the provisions of this Ordinance. Unless specifically cited by the Zoning Board, a Certificate of Nonconformance will not be required for nonconforming lots.
[REV: Ord. No. 2008-003, 4/23/08]

## SECTION 21. CONDITIONAL USE PERMITS.

A. Approval and Permit Required. Conditional uses established by this Ordinance shall not be allowed without the review and approval of the Zoning Board, which shall be guided in making a decision by the criteria set forth in this section. Anyone seeking a Conditional Use Permit shall provide to the Zoning Director such information as may be reasonably required to determine whether the requested conditional use is consistent with the intent and purpose of this Ordinance.
[REV: Ord. No. 2008-003, 4/23/08]

*This area intentionally left blank*

B. Application. Any request for a Conditional Use Permit shall be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. To the extent possible, all abutting property owners shall be notified of the Zoning Board meeting at which the Conditional Use Permit application will be considered.
[REV: Ord. No. 2008-003, 4/23/08]

C. Posting Signs. The Zoning Director shall post one or more signs on the premises involved, no less than 15 days prior to the date of the Zoning Board meeting at which the Conditional Use Permit application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the meeting at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which abuts the premises involved. Planning & Zoning will remove such signs within five days after a decision is made on the Conditional Use Permit. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, to remove any such sign during the period it is required to be maintained under this paragraph. Failure to properly maintain signs is grounds for deferral or denial of the application.
[REV: Ord. No. 97-6, 6/27/97; Ord. No. 2008-003, 4/23/08, Rev. Ord. No. 2024-04, 11/13/2024]

D. Guidelines. The Zoning Board shall not approve any Conditional Use Permit unless satisfactory provision has been made concerning the following, where applicable:
[REV: Ord. No. 2008-003, 4/23/08]

1. Accessibility to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic control, and emergency access in case of fire, flood, or catastrophe;

2. Off-street parking and loading areas where required, with particular attention to the refuse and service areas;

3. Water and liquid waste facilities, with reference to soil limitations, locations, and public health;

4. The economic, noise, glare, or odor effects of the conditional use on adjoining properties;

5. General compatibility with adjacent properties; and

6. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

E. Limitations. Conditional Use Permits issued in accordance with this Ordinance shall be considered permanent, with the following exceptions:
[REV: Ord. No. 95-5, 6/10/95]

1. For any conditional uses that have an exceptional tendency, because of their nature or character, to create an adverse impact on neighboring properties, the Zoning Board may limit the term of the permit to a specified length of time after which the permit shall expire and may be renewed. An application for renewal of the Conditional Use Permit may be submitted and processed in the same manner as the original application, with reduced filing fee.
[REV: Ord. No. 2008-003, 4/23/08]

2. Where there has been a significant change in the physical extent, operations, or character of a permitted conditional use, the Zoning Board may require a renewal of the original Conditional Use Permit. Significant change shall be determined by the Zoning Board, based on a scheduled review of the Conditional Use Permit.
[REV: Ord. No. 2008-003, 4/23/08]

3. Cannabis production and/or manufacturer operations are subject to the following:

   a) One State issued cannabis production and or manufacturer license per parcel.

   b) Number of plants applied for with the CCD shall be disclosed.

   c) Facility square footage will be dictated by number of mature plants,
   e.g.: 500 [mature] plants= 1750 sq.ft 1000 [mature] plants= 3500 sq ft,
   up to 70,000 square feet for a 20,000 [mature] plant operation
   (minor variation allowed)

   d) CUP will be conditional on number of plants and facility square footage. Any desired change of facility square footage or number of plants will require a modification to the existing Conditional Use permit, approved by the Planning & Zoning Board.
   [REV. Ord. No. 2024-04, 11/13/2024]

4. An approved Conditional Use Permit shall become void one (1) year after the date of approval if the rights and privileges granted thereby have not been utilized.

5. An approved Conditional Use Permit shall become void if, after the use has begun, it ceases on the approved site for a continuous period of one (1) year or more.

6. The County Commission may revoke a permit if the requirements and restrictions required by this Ordinance are not met. Before a permit may be revoked, the permittee must be given written notice of the specific charges and be given the opportunity for a hearing before the County Commission.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

*This area intentionally left blank*

SECTION 22. VARIANCES.

A. Definition. The Zoning Board may approve a variance from the strict application of area, dimension, distance, setback, off-street parking, and off-street loading requirements of this Ordinance in the case of exceptional physical conditions where the strict application of the requirements of this Ordinance would result in a practical difficulty or unnecessary hardship that would deprive the owner of the reasonable use of land or building.
[REV: Ord. No. 2008-003, 4/23/08]

B. Application. Any request for a variance should be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. To the extent possible, all abutting property owners shall be notified of the Zoning Board meeting at which the variance application will be considered.
[REV: Ord. No. 2008-003, 4/23/08]

C. Posting Signs. The Zoning Director shall post one or more signs on the premises involved no less than 15 days prior to the date of the Zoning Board meeting at which the variance application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the meeting at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which abuts the premises involved. Planning & Zoning is responsible for removing such signs within five days after a decision is made on the variance. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, except, to remove any such sign during the period it is required to be maintained under this paragraph.
[REV: Ord. No. 97-6, 6/27/97; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

D. Water Usage. A proposed land use must comply with Section 23, pertaining to water usage.
[REV: Ord. No. 97-7, 6/27/97]

E. Requirements. The Zoning Board may impose any necessary requirements in approving a variance to assure that the requested variance:
[REV: Ord. No. 2008-003, 4/23/08]

1. Will cause no significant hazard, annoyance, or inconvenience to the owners or occupants of nearby property; and

2. Will not significantly change the character of the neighborhood or reduce the value of nearby property.

## SECTION 23. WATER USAGE.

A. Purpose. Given the effects that water usage associated with a proposed land use may have on water resources within the County, both as to quality and quantity, the purpose of this section is to promote the health, safety and welfare of County inhabitants; to promote the conservation and beneficial use of water resources within the County; and to protect prior existing water rights and interests.
[REV: Ord. No. 97-7, 6/27/97]

B. Application. Every application under the Zoning Ordinance will be evaluated as to its potential effect on water resources within the County. Every application shall contain with it a statement of the water usage associated with or required to carry out the proposed land usage. Either the Zoning Director or Zoning Board shall make an initial review of the associated water usage and shall determine whether the proposed usage is of such an extent or nature that referral for comment to an appropriate public agency is in order.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]

C. Referral to Public Agency. After an application is deemed complete, the County Zoning Director or Zoning Board may forward a copy of the application to any of the following state or local agencies by mail with a request for review and opinion:
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08]

1. New Mexico State Engineer's Office;

2. New Mexico Environment Department;

3. Soil and Water Conservation District in which the proposed land usage would occur;

4. The Estancia Basin Water Planning Committee; and

5. Such other public agencies as the County deems necessary or appropriate.

D. Agency Response.
If a response from the respective agencies is received the response will be considered by the Zoning Board at the next regularly scheduled meeting.
[REV: Ord. No. 97-7, 6/27/97; Ord. No. 2008-003, 4/23/08;
Ord. No. 2024-04, 11/13/2024]

E. Guidelines. In evaluating a water usage associated with a proposed land use, the County shall consider the following factors, where applicable:
[REV: Ord. No. 97-7, 6/27/97]

1. The effect or impacts on the public safety, health and welfare of County inhabitants, particularly those in the vicinity of the proposed water usage;

2. The potential adverse effects on water quality;

3. Effects on water quantity, including potential impairment of prior existing water uses, individual domestic wells will not be considered to be an impairment of prior existing water uses, and
[Rev. Ord. No. 2024-04, 11/13/2024]

4. Whether the water use is consistent with conservation and beneficial use of water.

SECTION 24. AMENDMENTS.

A. Amendment. The County Commission may amend any part of this Ordinance, including the zone or district boundaries. The County Commission may elect to submit a proposal for amendment to the Zoning Board for review and recommendation made by the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

B. Application. Any request for an amendment to this Ordinance, not originating from the County Commission or from a committee established by the County Commission to propose an amendment, shall be submitted with filing fee to the Zoning Director on a prescribed application form obtainable from the Zoning Director. The Zoning Director shall transmit the application and any supplementary information to the Zoning Board for review and consideration at their next regularly scheduled meeting. The Zoning Board shall prepare and transmit a recommendation in writing to the County Commission 30 after their review of the proposed amendment is completed. To the extent possible, all abutting property owners of any land proposed for a zone change shall be notified of the Zoning Board meeting at which a zone change will be reviewed for recommendation to the County Commission. An application to amend the zone map for specific parcel of land must be accompanied by a site development plan showing to scale and in detail the proposed structures on the site, distance from structures on adjoining properties, ingress and egress, parking and signage. If the application is approved by the County Commission, the land uses on the parcel shall conform to the site development plan and may only be modified by approval of the Zoning Board of a revised plan.
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08, Rev. Ord. No. 2024-04, 11/13/2024]

C. Public Hearing. A public hearing on all applications for a text change to the ordinances or change of the Zone Map, shall be held by the Torrance County Planning and Zoning Board. Notification of the time and place of the public hearing shall be published in a newspaper of general circulation in the County at least 15 days prior to the hearing.

*This area intentionally left blank*

D. Posting Signs. The Zoning Director shall post one or more signs on the premises involved no less than 15 days prior to the date of the Zoning Board meeting at which the amendment application will be considered. The applicant shall maintain the posted sign on the premises until the zoning action is completed. Such posted sign shall provide details of the application and the public hearing at which the zoning action will be considered. At least one on-premise sign shall be visible from each road which abuts the premises involved. Planning & Zoning is responsible for removing such signs within five days after a decision is made by the County Commission on the application for amendment. Failure to properly maintain signs is grounds for deferral or denial of the application. It is unlawful for any person, except Planning & Zoning, to remove any such sign during the period it is required to be maintained under this paragraph.
[REV: Ord. No. 97-6, 6/27/97, Ord. No. 2024-04, 11/13/2024]

E. Notification by Mail. Whenever a property owner initiates a zone change for an area of one block or less (or 5 acres or less), notice of the public hearing shall be mailed by first class mail, to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. Whenever a property owner initiates a zone change for an area of more than one block (or more than 5 acres), notice of the public hearing shall be mailed by first class mail to the owners of land within the area proposed to be changed by a zoning regulation and within 100 feet, excluding public right-of-way, of the area proposed to be changed by zoning regulations. Notification by mail is not required for County-wide changes, initiated by the County, for purposes of revising or adopting a new zoning category; however, such changes are subject to the public notice requirements provided herein for the public hearing to consider an amendment to this Ordinance.
[REV: Ord. No. 97-2, 3/26/97, Ord. No. 2024-04, 11/13/2024]

F. Procedure. The Zoning Board shall make its decision on each application and shall make a recommendation to the Board of County Commissioners. The Board of County Commissioners shall act to uphold, overturn, or remand the decision to the Zoning Board no later than the next regularly scheduled meeting of the Board of County Commissioners following the Appeal Period.
[Rev. Ord. No. 2024-04, 11/13/2024]

*This area intentionally left blank*

## SECTION 25. APPEALS.

A. Right of Appeal. Anyone aggrieved by a decision of the Zoning Director or the Zoning Board in carrying out the provisions of this Ordinance may appeal such decision to the County Commission. Such appeal must set forth specifically wherein it is claimed there was an error or an abuse of discretion, or where the decision was not supported by evidence in the matter.
[REV: Ord. No. 2008-003, 4/23/08]

B. Application. Any appeal following a decision of the Zoning Director or the Zoning Board shall be made in writing to the County Commission on prescribed forms obtainable from the Zoning Director upon payment of the applicable filing fee. Any appeal not submitted within fourteen (14) days after the decision which is the subject of the appeal shall not be considered by the County Commission.
[REV: Ord. No. 2008-003, 4/23/08]

C. Public Hearing. The decision on an appeal shall be made by the County Commission following a public hearing. Notification of the time and place of the public hearing shall be published in a newspaper of general circulation in the County at least 15 days prior to the hearing.
[REV: Ord. No. 2008-003, 4/23/08]

D. Stay of Proceedings. An appeal shall stay all proceedings in the action unless the Zoning Director or Zoning Board certifies that a stay will cause imminent peril to life or property. Upon such certification, the proceedings shall not be stayed except by order of district court.
[REV: Ord. No. 2008-003, 4/23/08]

E. Decision. An appeal shall be decided within 45 days of the date of application of the appeal. A majority vote of the members of the County Commission is required to reverse, change, or affirm a decision made by the Zoning Director or the Zoning Board.
[REV: Ord. No. 2008-003, 4/23/08]

## SECTION 26. FEES.

A. Applications. Any applications required by this Ordinance shall be filed on prescribed forms obtainable from the Zoning Director and payment of the filing fee. Such fees shall not be required where the County or any official thereof is the moving party. The purpose of the filing fee is to cover administrative and processing costs and shall not be refundable.
[REV: Ord. No. 94-2, 2/9/94; Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

B. Fees. Fees under this Ordinance are required for the following actions. The Commission shall set the amount of fees by resolution. The Zoning Director shall maintain a copy of the fees resolution and make it available to the public and applicants:
[REV: Ord. No. 2001-2, 3/14/01; Ord. No. 2008-003, 4/23/08]

1. Conditional Use Permit

2. Conditional Use Permit renewal

3. Variance

4. Zone Change Permit
   [Rev: Ord. No. 2024-04, 11/13/2024]

5. Special Use Permit, including Wind Energy Permit or Solar Energy Permit

6. Request for Use Interpretation

7. Amendment to this Ordinance

8. Appeal

9. Development Review Permit

10. Initial Solid Waste Facility Permit

11. Solid Waste Facility Permit Renewal

12. Enlarged Zoning Maps
    [REV: Ord. No. 2008-003, 4/23/08, Ord. No. 2024-04, 11/13/2024]

SECTION 27. PENALTIES.

Anyone violating any of the provisions of this Ordinance shall upon conviction be subject to a fine not exceeding $300 or imprisonment for a period not exceeding 90 days, or both such fine and imprisonment. Any violation continued for a period of 30 days after conviction shall be prosecuted and treated as a separate offense.

SECTION 28. SEVERABILITY.

The provisions of this Ordinance shall be deemed to be severe, and should any sentence, paragraph, or provision hereof be declared by the courts to be unconstitutional or invalid, such holding shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 29. EFFECTIVE DATE.

This Ordinance shall become effective on the 20th day of April 1990, following publication of title and general summary. Amendments to this Ordinance are effective when adopted by the County Commission according to the laws governing County ordinances.
[REV: Ord. No. 2008-003, 4/23/08]

ORIGINALLY PASSED APPROVED AND SIGNED the 21st day of March 1990, by the Board of County Commissioners of Torrance County, New Mexico.

AMENDED on the 11th day of May 2016, by the Board of County Commissioners of Torrance County, New Mexico.

AMENDED on the 8th day of July 2020, by the Board of County Commissioners of Torrance County, New Mexico, Amendments shall be effective on the 1st day of August 2020.

AMENDED on the 13th day of November, 2024, by the Board of County Commissioners of Torrance County, New Mexico. Amendments shall become effective on the 13th day of November, 2024 .

AMENDED on the ____ day of month , 2026, by the Board of County Commissioners of Torrance County, New Mexico. Amendments shall become effective on the ___ day of month, 2026.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF_____, 2026

**BOARD OF COUNTY COMMISSIONERS**

**TORRANCE COUNTY, NEW MEXICO**

APPROVED AS TO FORM ONLY:

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS:

_____
Ryan Schwebach, Chair

_____
Kevin McCall, Vice Chair

_____
Linda Jaramillo, Member




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-F

# TORRANCE COUNTY
# RESOLUTION NO. 2026 - _____

## A RESOLUTION AUTHORIZING THE AMENDEMENT OF THE TORRANCE COUNTY ZONING ORDINANCE

**WHEREAS**, the current version of the Torrance County Zoning Ordinance was last revised in 2024; and,

**WHEREAS**, the 2024 version of the Torrance County Zoning Ordinance did not adequately address used mobile home standards; and,

**WHEREAS**, substantially identical to the original version passed in 1990, clarification was needed regarding Feedlots; and,

**WHEREAS**, substantially identical to the original version passed in 1990, clarification was needed regarding Zones and Districts: and,

**WHEREAS**, substantially identical to the original version passed in 1990, clarification was needed regarding residential and commercial kennels.

**WHEREAS**, the 2024 version of the Torrance County Zoning Ordinance did not adequately address cannabis operations.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY:**

**Section 1. Adoption of Amendment.**

The amended ordinance, attached hereto as Exhibit A and incorporated herein by reference, is hereby formally adopted and approved.

**Section 2. Superseding Prior Provisions.**

Any previous resolutions, ordinances, or provisions conflicting with the terms of this amended ordinance are hereby repealed or modified to the extent of such conflict.

**Section 3. Effective Date.**

This Resolution and the attached amended ordinance shall take effect immediately upon its passage and approval, or on November 12, 2026.

**PASSED, APPROVED, AND ADOPTED THIS DAY OF NOVEMBER 12, 2026.**

**BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:**

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

**ATTEST:**

_____ _____
Sylvia Chavez, Torrance County Clerk Date

**APPROVED AS TO FORM:**

_____
Michael Garcia, Torrance County Attorney




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-G

# TORRANCE COUNTY
# RESOLUTION NO. 2026 - _____

## A RESOLUTION AUTHORIZING TORRANCE COUNTY AS THE FISCAL AGENT FOR ESTANCIA, MORIARTY, WILLARD, TORRANCE COUNTY REGIONAL WATER

**WHEREAS**, the EMWT Regional Water Board shall enter into a grant agreement with the State of New Mexico Environment Department; and,

**WHEREAS**, the agreement is identified as SA-K2501-GF in the amount of $50,000; and,

**WHEREAS**, Robert Ortiz, Board Chairman or Successor is authorized to sign the Grant Agreement for this project; and,

**WHEREAS**, Stephanie Reynolds, County Manager, or Successor is the Capitol Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per article VIII. A. of the intergovernmental Grant agreement: and,

**WHEREAS**, Robert Ortiz, Board Chairman, Stephanie Reynolds, County Manager, or Successors are the contact who is designated to receive Notice of obligations (NOO's); and,

**WHEREAS**, Torrance County Manager Stephanie Reynolds or successor of Torrance County is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between EMWT Regional Water and Torrance County to administer this grant Agreement and is authorized to sign reimbursement requests along with designated signatory authority for reimbursement requests from New Mexico Environment Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY:**

**Section 1. Effective Date.**

This Resolution and the attached amended ordinance shall take effect immediately upon its passage and approval, or on November 12, 2026.

**PASSED, APPROVED, AND ADOPTED THIS DAY OF NOVEMBER 12, 2026.**

**BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:**

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

**ATTEST:**

_____ _____
Sylvia Chavez, Torrance County Clerk Date

**APPROVED AS TO FORM:**

_____
Michael Garcia, Torrance County Attorney

RESOLUT/ON AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) Resolution Number 26-03.

Whereas, the Board of Directors of EMWT Regional Water Association (Estancia, Moriarty, Willard, Torrance County Regional Water) of Torrance County of the State Of New Mexico shall enter into a Grant Agreement with the State Of New Mexico Environment Department, and

Whereas, the Agreement is Identified as SA- K2501-GF ($ 50,000)

NOW THEREFORE, BE IT RESOLVED by the named applicant that:
Robert Ortiz, Board Chairman, or Successor is authorized to sign the Grant Agreement for this project, and

Stephanie Reynolds Torrance County Manager, or Successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to actas the project contact, and

Jordan Barela, Torrance County Manager, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the intergovernmental Grant Agreement.

Robert Ortiz Board Chairman, Stephanie Reynolds Torrance County Manager, Misty Witt or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

Torrance County Manager Stephanie Reynolds, or successors of TorranceCounty is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by theMOU between EMWT Regional Water and Torrance County to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Naw Mexico Environment Department (NMED) and other documents requiring a signature for submittal to the New Mexica Environment Department.

**PASSED, APPROVED, AND ADOPTED: 10-27-26.**

**Name, Mayor I Chairperson I Director I Officer, Title, Community/ utility**

_____ _____

**(Signature)** **Date**

**ATTEST:**

_____

**(Secretary/Treasurer)**

SIGN SHEET

Resolution # 2026 – 03

Robert Ortiz

Steve Anaya

Ryan Schwebach

Mike Anaya

Roy Hubbard

Eddie O'Brien

Amy May

Cassandra Garcia

Franchesca Chavez




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 7-H

# TORRANCE COUNTY
# RESOLUTION NO. 2026 - _____

## A RESOLUTION AUTHORIZING TORRANCE COUNTY AS THE FISCAL AGENT FOR ESTANCIA, MORIARTY, WILLARD, TORRANCE COUNTY REGIONAL WATER

**WHEREAS**, the EMWT Regional Water Board shall enter into a grant agreement with the State of New Mexico Environment Department; and,

**WHEREAS**, the agreement is identified as SAP26-K2502-GF in the amount of $4,000,000; and,

**WHEREAS**, Robert Ortiz, Board Chairman or Successor is authorized to sign the Grant Agreement for this project; and,

**WHEREAS**, Stephanie Reynolds, County Manager, or Successor is the Capitol Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per article VIII. A. of the intergovernmental Grant agreement: and,

**WHEREAS**, Robert Ortiz, Board Chairman, Stephanie Reynolds, County Manager, or Successors are the contact who is designated to receive Notice of obligations (NOO's); and,

**WHEREAS**, Torrance County Manager Stephanie Reynolds or successor of Torrance County is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between EMWT Regional Water and Torrance County to administer this grant Agreement and is authorized to sign reimbursement requests along with designated signatory authority for reimbursement requests from New Mexico Environment Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY:**

**Section 1. Effective Date.**

This Resolution and the attached amended ordinance shall take effect immediately upon its passage and approval, or on November 12, 2026.

**PASSED, APPROVED, AND ADOPTED THIS DAY OF NOVEMBER 12, 2026.**

**BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY:**

_____
Ryan Schwebach, Chair, District 2

_____
Kevin McCall, Vice Chair, District 1

_____
Linda Jaramillo, Member, District 3

**ATTEST:**

_____ _____
Sylvia Chavez, Torrance County Clerk Date

**APPROVED AS TO FORM:**

_____
Michael Garcia, Torrance County Attorney

RESOLUT/ON AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) Resolution Number 26-04

Whereas, the Board of Directors of EMWT Regional Water Association (Estancia, Moriarty, Willard, Torrance County Regional Water) of Torrance County of the State Of New Mexico shall enter into a Grant Agreement with the State Of New Mexico Environment Department, and

Whereas, the Agreement is Identified as SAP 26-K2502-GF ($4,000,000)

NOW THEREFORE, BE IT RESOLVED by the named applicant that:
Robert Ortiz, Board Chairman, or Successor is authorized to sign the Grant Agreement for this project, and

Stephanie Reynolds Torrance County Manager, or Successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

Stephanie Reynolds. Torrance County Manager, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the intergovernmental Grant Agreement.

Robert Ortiz Board Chairman. Stephanie Reynolds Torrance County Manager, Misty Witt or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

Torrance County Manager Jordan Barela, or successors of Torrance County is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between EMWT Regional Water and Torrance County to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Naw Mexico Environment Department (NMED) and other documents requiring a signature for submittal to the New Mexica Environment Department.

**PASSED, APPROVED, AND ADOPTED: 10-27-26.**

**Name, Mayor I Chairperson I Director I Officer, Title, Community / utility**

_____ _____

**(Signature)** **Date**

**ATTEST:**

_____

**(Secretary/Treasurer)**

SIGN SHEET

Resolution # 2026 – 04

Robert Ortiz

Steve Anaya

Ryan Schwebach

Mike Anaya

Roy Hubbard

Eddie O'Brien

Amy May

Cassandra Garcia

Franchesca Chavez




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-A

# INVOICE

| | |
|---|---|
| Invoice #: | 332261 |
| Invoice Date: | 11/27/2025 |
| Account #: | 131166 |
| ConfID #: | |

Apex Software
Remit To:
PO Box 100145
San Antonio, TX 78201-1445
1-210-699-6666

Sold To:

Attn: Accounts Payable
Torrance County Assessor's Office
PO Box 258 205 9th street 87016
Estancia, NM 87016

Ship To:

Torrance County Assessor's Office
PO Box 258 205 9th street 87016
Estancia, NM 87016

| Shipped | Delivery Method | Terms | PO# | Sales Per |
|---|---|---|---|---|
| | Download | Net 30 | | MNT |

| Product | Description | Qty | Unit Cost | Price |
|---|---|---|---|---|
| MNTR | MAINTENANCE RENEWAL | 6 | 260.00 | 1,560.00 |

Notes:

Apex Sketching Software
Annual Maintenance Renewal
1/1/2026 - 1/1/2027
Thank You.

| | |
|---|---|
| Subtotal: | 1,560.00 |
| Discount: | -0.00 |
| Tax: | 0.00 |
| Shipping: | 0.00 |
| Total: | 1,560.00 |
| Amount Paid: | -0.00 |
| **Balance Due:** | **$1,560.00** |

Phone: 505.544.4303 Fax: 505.384.4362

All sales are final after 30 days. New Leica Distos may be returned within 30 days with a 15% restocking fee.

READ CAREFULLY BEFORE CONTINUING AS TERMS AND CONDITIONS MAY HAVE CHANGED

Installing this program indicates your acceptance to the terms and conditions set forth below. If you do not agree with those terms or you do not understand their implication(s), you should promptly call your authorized dealer and/or return the package and your purchase price will be refunded.

See Return Policy below.

APEX END USER LICENSE AGREEMENT:

Apex Software hereby grants the purchaser of this software a personal, non-transferable and non-exclusive right and license to use the program under the terms stated in this agreement. Title, ownership and/or rights in and to the program and the related documentation remain with Apex Software.

Installation and use of this program is limited to the original purchaser in accordance with the terms of sale. You and your employees and agents are required to protect the confidentiality of the program. You may not transfer, distribute or otherwise make the program or documentation available to any third party, by any time-sharing or otherwise, without the prior written consent of Apex Software.

You may not alter, reverse engineer or modify the program or data files. You may not copy or reproduce the program or documentation for any purpose except with the written permission of Apex Software.

You acknowledge that you are receiving only a LIMITED LICENSE TO USE the program and related documentation and that Apex Software retains all rights to the program and documentation.

This license remains effective until terminated. You may terminate this license at any time by returning to Apex Software, at your expense, the program and related documentation together with all copies and merged portions in any form. This license will also terminate immediately upon conditions set forth elsewhere in the Agreement or if you fail to comply with any term or condition contained herein.

LIMITED WARRANTY

Apex Software makes no representation or warranties, either expressed or implied, by or with respect to the Software and / or accuracy of resulting graphic or calculation data, including but not limited to, implied warranties of merchantability or fitness for any particular purpose. In no event will Apex Software be liable for any damages, whether direct or indirect, special, consequential or incidental, arising from the use of this Software.

RETURN Policy

Please contact Apex Software or your authorized dealer to obtain a Return Merchandise Authorization (RMA) number in order to expedite handling. An Uninstall Code will be required to obtain an RMA number.

Programs returned without an RMA will not be processed.

SUBSCRIPTION SERVICES AGREEMENT

THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN ILOOKABOUT (US) INC. DBA APEX SOFTWARE ("APEX") AND YOU AND GOVERNS YOUR USE OF THE APEX SOFTWARE TOOLS AND SERVICES (THE "SERVICES") OFFERED THROUGH HTTPS://PORTAL.APEXWIN.COM/ AND ITS SUBDOMAINS (THE "WEBSITE"). IF YOU

ACCESS OR USE THE WEBSITE OR SERVICES, YOU ARE ACCEPTING TO DO SO PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT").

IMPORTANT NOTE: THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY USING OR ACCESSING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

## I.GETTING STARTED

1. Creating an Account. You must create an account in order to use the Services on a free trial or subscription basis. To create an account, you will be asked to provide certain information in order to purchase/use the Services. This information may include your name, company (if applicable), address, phone number, email address, and credit card details. All financial information is held by APEX's payment gateway provider.

2. Services Overview. The Services include access to APEX tools and web-based application that allows you to create, modify, manage, store, upload and purchase property sketch data on the APEX platform. You will have access to your own dashboard where you can log-in and see your content and manage the Services.

## II. FREE TRIAL EVALUATIONS

If a free trial of the Services is available, you may register on the Website and request a free trial and APEX will make those Services available to you free of charge for evaluation purposes until the end of the trial period. Trial services are provided 'as is' without any warranty of any kind, although APEX will provide a reasonable telephone support period in connection with the use and operation of the Services and any problems therewith. Additional terms and conditions governing trial evaluations of the Services may be set forth on the Website. Such terms should be read in conjunction with this Agreement and will take precedence over any conflict or inconsistency with this Agreement.

III. SUBSCRIPTION TERMS

1. Subscription. You may subscribe for the Services after creating an account as indicated via the Create an ApexPortal Account link located at HTTPS://PORTAL.APEXWIN.COM/. Unless otherwise specified on the Website, Services are purchased as annual or monthly subscriptions and charges will vary depending on the category and number of users selected by you.

2. Service Period and Renewals. Services purchased will be provided to you for the period set forth in the order form on the Website and will automatically renew unless and until your subscription is terminated pursuant to Sections 3 or 4 below.

3. Termination by You. If you wish to terminate your subscription, you can do so at any time by initiating the cancellation process inside your account. All cancellations must be processed from the ApexPortal. Termination will take effect at the end of your current billing cycle. As our Services are billed in advance, there are no refunds if the cancellation happens during your active subscription period. If you have a service with metered billing, then you will be charged for your usage at the time of your account closing.

4. Service Suspension or Termination. Without limitation of any other remedies, APEX may limit, suspend, or terminate your account or your access to the Services, with immediate effect if: (a) any outstanding invoices are more than 10 days past due, (b) we determine that you are in material or repeated breach of this Agreement, (c) creating legal liabilities (actual or potential), or (d) acting inconsistently with respect to our policies. APEX shall effect such termination by providing notice to you (see further Notices).

5. Effect of Termination. Upon termination of this Agreement your access to and receipt of the Services will terminate. APEX will not be liable in respect of any damage caused by the termination of this Agreement.

IV. LICENSES AND PROPRIETARY RIGHTS

1. License Grant. Subject to the terms of this Agreement and payment of the applicable Fees, APEX grants you a limited, non-exclusive, non-transferable, non-sublicensable license for internal purposes only to use the Services (including the underlying software and technology contained therein) ("Licensed Materials") for the purpose of allowing you to create, modify, manage, store, upload and purchase property sketch data during the Service Period. Any software provided to you is licensed, not sold.

2. License Restrictions. You shall use the Services solely as contemplated in this Agreement and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Licensed Materials available to any third party. You shall not: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Licensed Materials; (b) circumvent any user limits or other use restrictions that are built into the Services; (c) access the Services in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions, or graphics of the Services.

3. Restrictions on Use of the Services. You shall not (a) use, or permit the use of, the Services for an illegal purpose, criminal offence, intellectual property ("IP") infringement, harassment (including annoying or offensive transmissions), or in a manner that would cause interference with network operations, (b) attempt to bypass APEX's network, or re-arrange, disconnect, remove, repair or otherwise interfere with any Services or facilities; or (c) remove any proprietary notices, labels, or marks from the Licensed Materials or modify, alter, or deface any of the trademarks, service marks, or other IP made available through the Services nor use any of the foregoing except for the specific purpose for which such IP is made available to you.

4. Lawful Purposes. You will at all times comply with any and all laws, regulations, and policies that may apply to the use of the Services in your country, including applicable rules that govern the export or import of software. You will use the Services solely for lawful purposes. In this respect you may not, without limitation, (i) use the Services to manage any illegal operations, (ii) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Services (including our proprietary software which may be available for download on the Website), (iii) send any commercial communication not permitted by applicable law; (iv) endanger any part of any system or Internet connection of APEX or any third party; (v) use the Services to store any personal information from individuals who have not consented to your processing of their personal information.

5. Exclusive Ownership. Except for the rights and licenses granted in this Agreement, you acknowledge and agree that any and all IP rights to or arising from the software, including our proprietary sketch file format, are and shall remain the exclusive property of APEX and its respective licensors. Nothing in this Agreement shall transfer any such IP rights to, or vest any such intellectual property rights in, you. You are only entitled to the limited use of the intellectual property rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with APEX's IP rights. Any unauthorized use of APEX's intellectual property rights is a violation of this Agreement as well as a violation of

intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

6. User Content. APEX users may choose to create, upload or otherwise contribute content to the Services. For the avoidance of doubt, content includes sketches and other materials that are added, created, uploaded, submitted, or posted to the Service by users (collectively, "User Content"). You are solely responsible for all User Content you submit to the Services. You retain ownership rights in your User Content , however, by providing User Content to the Services, you grant APEX, its subcontractors and agents the right and license to access and use the User Content generated by you to perform the Services as contemplated by this Agreement as more clearly described in Section 7 below.

7. License to APEX. By providing User Content to the Services, you expressly grant, and you represent and warrant that you have all rights necessary to grant APEX a worldwide, royalty-free, sublicensable and transferable, non-exclusive license to copy, reproduce, create derivative works, publicly display, market, sublicense and sell that User Content created, uploaded, submitted or posted by you in connection with the Services and subject to the terms and conditions of this Agreement.

8. Feedback. If you provide APEX with any suggestions, comments or other feedback relating to any aspect of the Website and/or the Services ("Feedback"), APEX may use such Feedback in the Website, the Services or in any other APEX products or services (collectively, "APEX Offerings"). Accordingly, you agree that: (a) APEX is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to APEX, (c) APEX (including all of its successors and assigns and any successors and assigns of any of the APEX Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any APEX Offerings, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from APEX or any of the other users of the Website in respect of the Feedback.

9. Third Party Components. The Licensed Materials may incorporate and embed software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Licensed Materials falls under the scope of this Agreement. Such third party software is licensed, not sold, and will be provided to you pursuant to the license terms of this Agreement unless additional or separate license terms apply as indicated at the time of download.

V. PAYMENT TERMS

1. Fees, Payment & Charges. Your access to and use of the Services is subject to your payment of the applicable fees due for the Services selected by you ("Fees") as set out on HTTPS://PORTAL.APEXWIN.COM/ACCOUNT and all other applicable amounts, charges and taxes indicated when you purchase Services (or otherwise notified to you by APEX from time to time) when you use the APEX payment gateway on the Website or noted on your invoice. Payments are due monthly in advance and are non-refundable. Receipts for purchased Services will be delivered to you electronically. You shall: (i) keep the billing, credit card and payment information you provide to APEX or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; otherwise, we may suspend the Services; (ii) promptly advise APEX if your credit card information changes due to loss, theft, cancellation or otherwise; and (iii) be liable for your failure to pay any Fees billed to you by APEX. To offset its additional processing costs, APEX may bill you for charges for administrative or account activities including, without limitation: collection efforts due to non-payment or having a balance over your credit limit; returned or rejected payments; or changes in personal identifier information. All administrative charges charged to you will be indicated to you on your invoice or receipt and you shall pay all such charges.

2. Taxes. You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on your purchase or use of the Services. To the extent APEX collects such taxes, the applicable tax will be added to your billing account.

3. Pre-authorized Payment. By providing a credit card to APEX as part of your account set-up for your monthly or annual pre-authorized payments, you authorize APEX to charge your credit card for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, and this constitutes APEX's good and sufficient authority for so doing. If your pre-authorized payment fails, APEX may immediately deactivate your account without notice and collect Fees owing using other collection mechanisms. You are solely responsible for all charges incurred under your account by you or third parties.

## VI. CHANGES TO SOFTWARE, SERVICES AND AGREEMENT

1. Updates to Agreement. APEX reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Website. The revised Agreement shall become effective within ten (10) days of such publication or provision to you, unless you expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or your continued use of the Services after expiry of the notice period of ten

(10) days shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at HTTPS://PORTAL.APEXWIN.COM/TERMS.

2. Changes to the Licensed Materials. APEX may alter, update, or upgrade the Licensed Materials from time to time. Services will be provided for current versions of the technology made available by APEX.

3. Changes to Fees and Services. APEX may change the Services, any Fees, amounts, charges (including one-time charges), and/or other aspect of any of the Services at any time upon reasonable notice to you by posting the change on HTTPS://PORTAL.APEXWIN.COM/ACCOUNT, sending notice via an email to the email address you provide on registration, a message on your invoice, in writing, or any other notice method likely to come to your attention. If you do not accept the change, your sole recourse is to terminate the Services. Your continued access to and use of the Services after the change has come into effect constitutes your acceptance of the change and you acknowledge and agree that (i) you will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (ii) you will continue to be responsible to pay for the Services unless you terminate in accordance with Section III.3 at HTTPS://PORTAL.APEXWIN.COM/ACCOUNT.

VII. CUSTOMER SUPPORT

1. Customer support. APEX will provide support for the Services and will use commercially reasonable efforts to make the Services available during regular business hours except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond APEX's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving APEX employees), or Internet service provider failures or delays.

2. Maintenance Services. APEX provides upgrades to the Licensed Materials (including software) from time to time to provide new features and improvements, bug fixes and error corrections which will be available with subsequent releases. Hosting is provided by a third party provider on behalf of APEX.

3. Modes of Contact. You may contact APEX via the means set out on the support page HTTPS://WWW.APEXWIN.COM/MAIN/CONTACT/.

VIII. LIABILITY PROVISIONS

1. Mutual Indemnification.

(i) Your Indemnity. You agree on demand to indemnify, defend, and hold APEX, its affiliates and their directors, officers, and employees, harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, (b) violation of any rights of any third party, or (c) use or misuse of the Services.

(ii) APEX Indemnity. APEX agrees to defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify you for any damages finally awarded against, and for reasonable attorney's fees incurred by, you in connection with any such claim; provided, that you (a) promptly give APEX written notice of the claim; (b) give APEX sole control of the defense and settlement of the claim; and (c) provide to APEX all reasonable assistance.

2. NO WARRANTIES. THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER AND APEX DOES NOT MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR GIVES ANY CONDITIONS, OR MAKES ANY CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE WEBSITE, THE SERVICES, THE LICENSED MATERIALS, OR THE USER CONTENT PROVIDED THROUGH THE SERVICES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, INTEGRITY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. APEX FURTHER DOES NOT REPRESENT OR WARRANT THAT THE USER CONTENT, THE SERVICES OR LICENSED MATERIALS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES APEX WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APEX NOR ANY OF ITS AFFILIATES, LICENSORS OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (WHETHER ARISING FROM THIS AGREEMENT, RELATED TO THE SOFTWARE, THE USER CONTENT, OR TO ANY SERVICES PROVIDED TO YOU BY APEX (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS)) FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL

DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF APEX (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE.

IN NO EVENT SHALL APEX'S (INCLUDING ITS LICENSORS AND SUBCONTRACTORS) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER APEX NOR ANY OF ITS LICENSORS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO IMMEDIATELY CEASE USE OF SUCH SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

## IX. CONFIDENTIALITY

APEX is committed to respecting your privacy and the confidentiality of your personal data. APEX employs administrative, technical, and physical security measures to protect subscriber data. Any personal information provided by you to APEX will be used pursuant to our Privacy Policy. From time to time, APEX may employ third parties to help manage and improve the Website and Services. Some of the roles they fulfill may include hosting, data storage, maintenance of the Website and marketing. These third parties may have limited access to databases of subscriber information solely for the purpose of carrying out their

functions and they will be subject to contractual restrictions prohibiting them from using the information about APEX subscribers for any other purpose.

X. GENERAL TERMS

1. Notices. Any notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to APEX at 5404 Cypress Center Drive, Suite 300, Tampa, Florida 33609. Any notices to be sent to you will be sent by APEX via email and/or post to the address provided in your account. Notice shall be considered delivered and effective on the earlier of actual receipt or when: (a) personally delivered; (b) the day following transmission if sent by telex, telegram, electronic mail or facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (c) one (1) day after posting when sent by registered private overnight carrier (e.g., DHL, Federal Express, etc.); or (d) five (5) days after posting when sent by certified mail.

2. Customer Service. For assistance regarding this Agreement or the Services or if you have other inquiries, please contact us using the contact details located here HTTPS://WWW.APEXWIN.COM/MAIN/CONTACT/.

3. Independent Contractors. This Agreement does not create a partnership, franchise, joint venture, or employment relationship between the parties.

4. Logos. APEX may refer to you in APEX's customer list and may use your corporate name and logo for this purpose. For the avoidance of doubt, APEX will not use your name, logo, any other trademark, or tradename of yours for any other purposes without your prior consent.

5. Severability. Should any term or provision hereof be deemed invalid, void, or un-enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect and the invalid, void or unenforceable portion will be severed from the Agreement.

6. No Waiver. If APEX does not take action against any breach of this Agreement, it does not mean that APEX waives its right at a later time to enforce the same.

7. Assignment. This Agreement shall not be assigned by you, whether voluntarily or involuntarily or by operation of law, in whole or in part, to any other entity without the prior written consent of APEX. Notwithstanding the foregoing, you may assign this Agreement to a successor in interest upon a merger, acquisition, reorganization, change of control, or sale of all or virtually all of assets, and any such assignment shall not require the consent of APEX.

8. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflict of laws or provisions whether contained in the laws of your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the courts of the State of Florida. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between you and APEX with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

© 1987 - 2026 iLOOKABOUT (US) Inc. dba Apex Software, San Antonio, Texas USA

APEX Field Sketching

## Hugh G. Jones

**From:** Erick Young <Erick.Young@apexanalyticscorp.com>
**Sent:** Tuesday, July 28, 2026 4:09 PM
**To:** Hugh G. Jones
**Cc:** Rod Miller; Brian V. Marino
**Subject:** RE: County Software Contract

Take a closer look at ApexPortal, our web-based & mobile companion to ApexSketch v7.

Some Key Benefits

- Sketch in the field on ANY device. iPad, Android, Tablet PC? Take Your Pick!
- Instant **backup of your sketches** in ApexSketch v7.
- Save, Sync and Share your Sketches with your colleagues.
- Seamlessly import your changes into ApexSketch v7 and back to CAMA.
- Take Photos and Collect Data in the field, all customizable to your needs!
- Easily onboard existing ApexSketch data.
- ...and so much more!

You can also learn more from the additional documentation that I've attached as well. If you would like a DEMO of ApexPortal, reply to this email with the following information:

Interested in a Live Demo?
We'd love to show you ApexPortal in action! If you would like to schedule a demo with us, please respond with some short answers to the following so we can tailor our demo specifically to your needs.

1. **How many parcels do you Assess for County?**
2. **How many parcels do you have sketched in Apex?**
3. **Do you have any paper-based sketches? If so, how many?**
4. **What mobile devices do you currently use for field work? (i.e. iPad/iPhone, Android Phone/Tablet, Laptop, Tablet PC, etc.)**
5. **Preferred Date/Time of ApexPortal Demo? (M-F between 9am and 4pm CST)**

Again, Thank You for your time and I look forward to hearing from you!

**Erick Young | Customer Service Representative**
**E:** Erick.Young@ApexAnalyticsCorp.com
**P:** (800).858.9958 x340
**W:**ApexAnalyticsCorp.com

APEX Analytics

**From:** Hugh G. Jones <HJones@tcnm.us>
**Sent:** Tuesday, July 28, 2026 5:03 PM
**To:** Erick Young <Erick.Young@apexanalyticscorp.com>
**Subject:** RE: County Software Contract

[WARNING] Use caution when opening attachments or links from unknown external senders.

Thank you Sir. you are the Best!
Question? Is there any type of tablet that appraisers are currently using in the field, that you know of?

**From:** Erick Young <Erick.Young@apexanalyticscorp.com>
**Sent:** Tuesday, July 28, 2026 3:52 PM
**To:** Hugh G. Jones <HJones@tcnm.us>
**Cc:** Rod Miller <rod.miller@apexanalyticscorp.com>; Evelyn Pranger <evelyn.pranger@apexanalyticscorp.com>; Meaghan Richard <Meaghan.Richard@apexanalyticscorp.com>
**Subject:** RE: County Software Contract

Sorry Geno

It has been a zoo around here. My front office told me to email you this. From my understanding this should meet your finance departments needs. If not do reply all and the individual cc'd on this email thread will have to look at the other options. I hope this helps. I am so sorry for the delay and the in convince.

**Erick Young | Customer Service Representative**
**E:** Erick.Young@ApexAnalyticsCorp.com
**P:** (800).858.9958 x340
**W:**ApexAnalyticsCorp.com

APEX Analytics

**From:** Hugh G. Jones <HJones@tcnm.us>
**Sent:** Tuesday, July 28, 2026 4:13 PM
**To:** Erick Young <Erick.Young@apexanalyticscorp.com>
**Subject:** County Software Contract

You don't often get email from hjones@tcnm.us. Learn why this is important

[WARNING] Use caution when opening attachments or links from unknown external senders.

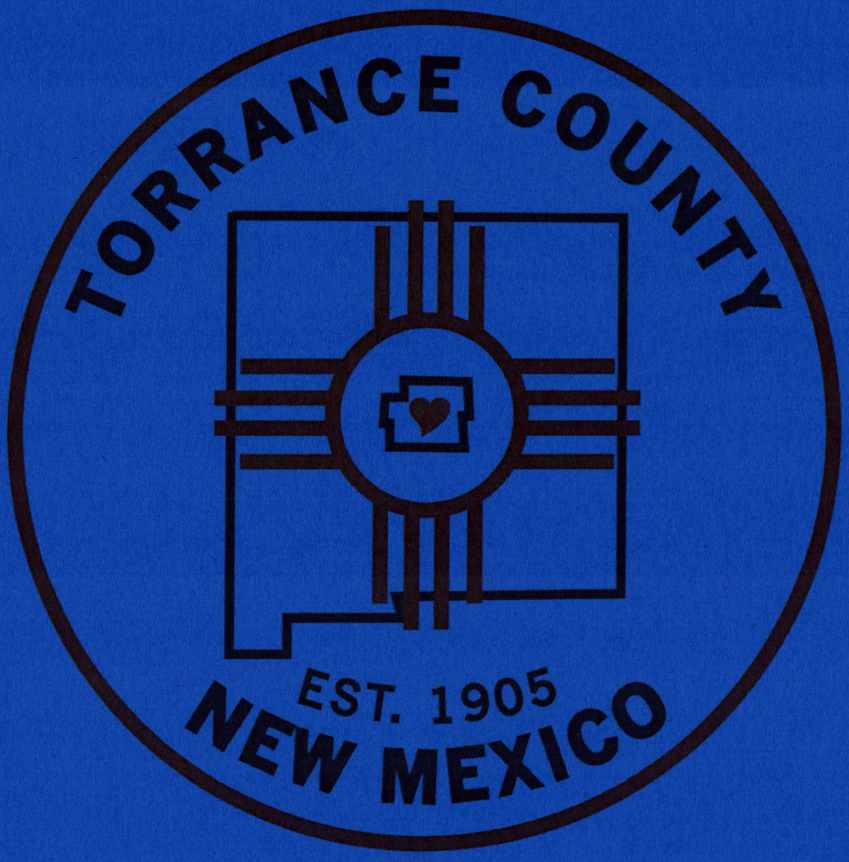
Good afternoon. I still have not received a Contract from your software dept. is there anyone you might be able to reach out to?
I appreciate your assistance.

***H. Geno Jones***
Office Manager
Torrance County Assessor
PH: (505) 544-4301
Fax: (505) 384-4362

**Torrance County office hours M-TH 7:30am – 5:30pm Closed Fridays & Holidays**

***CONFIDENTIALITY NOTICE***
*This email including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message.*

27-00833




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-B




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-C

## Language Services for Torrance County

### Why its required:

1) Title VI of the Civil Rights Act of 1964 – Agencies and organizations that receive federal funding cannot discriminate based on national origin. Courts and federal agencies have interpreted this to require meaningful language access for people with limited English proficiency (LEP), which often includes interpreter services

   If a county agency, compliance program, probation program, treatment provider, diversion program, DWI program, or other contractor receives federal funds, Title VI applies.

2) Executive Order 13166 (2000) – Requires federal agencies and directs federally funded programs to provide meaningful access to services for individuals with limited English proficiency

3) New Mexico has strong language-access requirements in its courts and many state agencies through state laws, court rules, and language-access plans. New Mexico agencies that receive federal funding must provide meaningful access to individuals with Limited English Proficiency (LEP). This generally means providing qualified interpreters and translating vital documents when necessary to ensure people can access services. These obligations stem from Title VI of the Civil Rights Act of 1964 and federal language-access requirements.

**How This Applies to Probation and Compliance Programs**

In misdemeanor compliance, probation, diversion, treatment-court, or specialty-court setting, the:

1. Participant must be able to understand court orders and program requirements.
2. New Mexico court rules require interpreters when a person cannot fully participate due to language limitations.
3. Title VI requires meaningful access when the program receives federal funding.
4. New Mexico's Judiciary Language Access Plans extend language-access obligations to court services and court-ordered programs.
5. **County Programs (Probation, Compliance, Diversion, Treatment)**
6. For county-operated programs, there is generally **no automatic reimbursement statute** requiring the State to pay interpreter costs. Funding typically comes from:
   - County general funds.
   - State grants.
   - Court-program funding.
   - Federal grants.
   - Contracts that include language-access expenses.
7. Because Title VI requires meaningful access for LEP participants, interpreter costs are usually considered a program operating expense when federal funds are involved.

**Language Service Option**

The Magistrate Court and the District Court use Certified Languages International. This company does not charge a monthly contract fee as many language services do. They only charge for services used, If no services is used no bill is received. In addition, CLI is certified to translate legal documents and have translators on staff that specialize in legal terms that do not always translate correctly without the understanding of the terms that are used in legal documents.

Torrance County Dispatch does have a language service but is it only available to Officers and Dispatch. In addition there language service does not offer document translation.

Examples of other companies that offer this service but do require a monthly fee whether services are used or not.

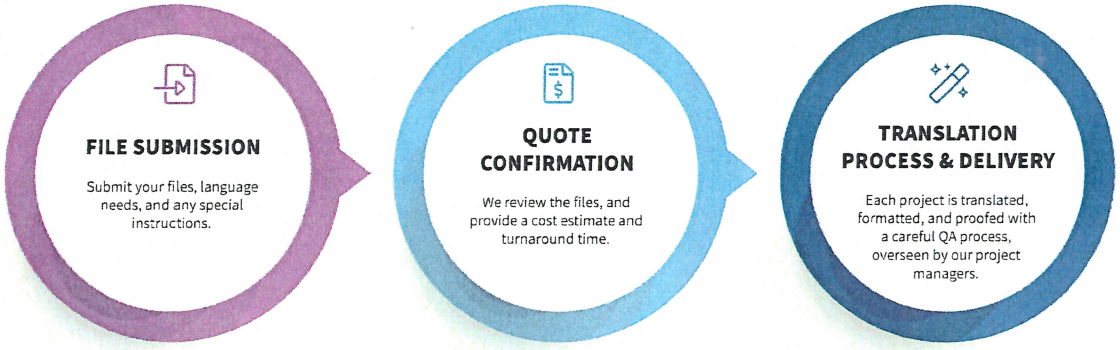
Access Alliance
Language Line
Language Solutions
Argo Translation
Language Weaver
American Language Services

- The Compliance Fee funds would be able to cover the cost of this service since it is part of the court ordered compliance.

CERTIFIED LANGUAGES INTERNATIONAL

# CLI's Document Translation Services

Certified Languages International (CLI) offers translation services in 100+ written languages, including Braille. Our services are secure, timely, accurate, and customized to fit all your translation needs. In today's global economy, using our professional translation services allows you to efficiently conduct business — in any language. Getting documents translated is simple.




## Industry-Specific Expertise

CLI provides certified document translation across all industries, including government and legal agencies, healthcare and medical systems, insurance companies, education, utilities, and financial institutions. Our document translation experts are highly skilled professionals with subject-matter expertise and advanced degrees in a wide range of disciplines. All translators have advanced written fluency in both English and their native language. Our professional translators are bound by strict confidentiality and privacy agreements, and adhere to industry best practices.

## Highest Standards of Quality

CLI is an active member of the American Translators Association (ATA), Association of Language Companies (ALC), National Council on Interpreting in Health Care (NCIHC), and Joint National Committee for Languages (JNCL). We prioritize the greatest protection of your documents with stringent security standards, certification, and compliance. CLI also offers the following related translation services:

- **Transcription:** CLI accurately transcribes audio files — including for court proceedings, lectures, interviews, and conference calls — in a breadth of language pairs, including Braille.
- **Desktop Publishing & Typesetting:** CLI produces translated documents using standard software programs, including (but not limited to) Microsoft Word, WordPerfect, Quark, PageMaker, Photoshop, Illustrator, InDesign, PowerPoint, and Excel. We will provide you with usable, print-ready materials in the language and format of your choice. From brochures and catalogs to posters and promotional material, we deliver the job complete and ready for press.
- **Website Localization:** For complete multilingual website translation, CLI works with localization experts. We focus our efforts on providing high-quality translation and cultural adaptation of your site content, while working closely with your web development team to align content to your company voice.

## Translation Pricing

Our document translation rates vary by language. All languages are priced by the word, and each project receives a customized estimate. One of the many benefits of using CLI to maintain your translated documents is that future updates will be faster, easier, and less expensive than the initial cost of translation. A more detailed description of our translation pricing is available.

## Contact Us

Please email translations@certifiedlanguages.com to request a quote or if you have any questions. For more information about CLI's other language services and solutions, visit our website at www.certifiedlanguages.com.

Certified Languages International
4800 S. Macadam Ave, Suite 400 | Portland, OR 97239
1-800-225-5254 | www.certifiedlanguages.com

CERTIFIED LANGUAGES
INTERNATIONAL

# Plunet Translation Portal

Plunet

## What is it?

A secure online portal where you can submit, approve, and track your projects, all in one place.

## How can I get credentials?

Please email Translations@CertifiedLanguages.com with your customer code to get started!

## How can I access it?

You can log in with your credentials here.

## How do I use it?

Our team lead walks you through submitting a project here!

- Secure and Encrypted
- HIPAA-Compliant
- User-friendly Interface
- Scalable for larger organizations
- Support for multiple logins
- Customized fields upon request

## Questions?

Our dedicated team of project managers is happy to help. Please email us at Translations@CertifiedLanguages.com for credentials, help with setup, troubleshooting, or general questions.

Certified Languages International
4800 S. Macadam Ave, Suite 400 | Portland, OR 97239
1-800-225-5254 | www.certifiedlanguages.com

CERTIFIED LANGUAGES INTERNATIONAL

# CLI's Document Translation Pricing

Certified Languages International (CLI)'s document translation pricing varies by language. All languages are priced by the word, and each project receives a customized estimate. Discounts are available for translation memory matches (repetitive text) and may be available for high-volume (word count) projects; these discounts are applied on a per-project basis and quoted upfront.

A full TEP (translation, editing, and proofreading) process is included in the per-word price, along with built-in project management and quality assurance time; additional formatting fees are charged by the hour and will be quoted upfront prior to translation. Basic typesetting services (MS Word, Excel, etc.) are included in the standard price as well.

Pricing for common language pairs includes:

| Language Pair | Rate per Word |
|---|---|
| English (to/from) Amharic | $0.30 |
| English (to/from) Arabic | $0.30 |
| English (to/from) Burmese | $0.32 |
| English (to/from) Cambodian (Khmer) | $0.32 |
| English (to/from) Chinese (Simplified or Traditional) | $0.28 |
| English (to/from) Farsi (Persian) | $0.30 |
| English (to/from) French (Canada or France) | $0.28 |
| English (to/from) German | $0.28 |
| English (to/from) Haitian Creole | $0.28 |
| English (to/from) Hindi | $0.30 |
| English (to/from) Hmong | $0.30 |
| English (to/from) Italian | $0.28 |
| English (to/from) Japanese | $0.32 |
| English (to/from) Karen | $0.38 |
| English (to/from) Korean | $0.28 |
| English (to/from) Polish | $0.28 |
| English (to/from) Portuguese (Brazil or Portugal) | $0.28 |
| English (to/from) Russian | $0.28 |
| English (to/from) Somali | $0.30 |
| English (to/from) Spanish (all varieties) | $0.22 |
| English (to/from) Tagalog | $0.30 |
| English (to/from) Thai | $0.30 |
| English (to/from) Ukrainian | $0.28 |
| English (to/from) Vietnamese | $0.28 |
| English (to/from) all other languages | Details available upon request |

## Translation Services Details

- Minimum project fee (Spanish): $75.00
- Minimum project fee (other languages): $100.00
- Projects of the same language pair(s) may be grouped together to meet the minimum fee
- Rush delivery is based on availability and subject to a 25% – 100% rush fee

## Additional Services

- Desktop typesetting and publishing (DTP): $85/hour
- Editing/updating existing CLI translations: $75/hour
- Proofreading/updating third-party (non-CLI) translations: $85/hour
- Audio and Braille transcription: Quoted on a per-project basis

## Long-Term Benefits

One of the many benefits of using CLI to maintain your translated documents is that future updates will be faster, easier, and less expensive than the initial cost of translation. We value cultivating ongoing partnerships with our clients to better serve your needs.

Please email translations@certifiedlanguages.com to request a quote or if you have any questions. For more information about CLI's other language services and solutions, visit our website at www.certifiedlanguages.com.

Certified Languages International
4800 S. Macadam Ave, Suite 400 | Portland, OR 97239
1-800-225-5254 | www.certifiedlanguages.com



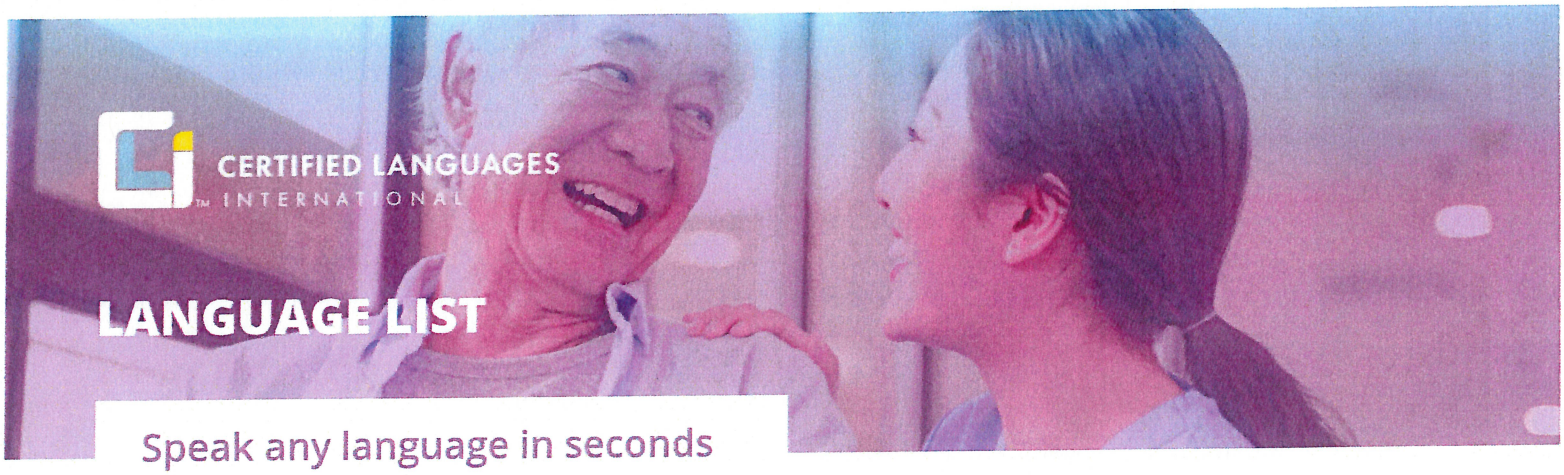
CERTIFIED LANGUAGES
INTERNATIONAL

# LANGUAGE LIST

## Translation Services - Documents

- Afrikaans
- Albanian
- Amharic
- Arabic
- Armenian
- Bassa
- Belarusian
- Bengali
- Bosnian
- Braille
- Bulgarian
- Burmese
- Cambodian (Khmer)
- Cape Verde Creole
- Cebuano
- Chinese (Simplified)
- Chinese (Traditional)
- Chuukese
- Croatian
- Czech
- Danish
- Dari
- Dutch
- English
- Estonian
- Falam Chin
- Farsi (Persian)
- Finnish
- French (Canada)
- French (France)
- Fulani (Fulfulde)
- German
- Greek
- Gujarati
- Haitian Creole
- Hakha Chin
- Hawaiian
- Hebrew
- Hindi
- Hmong
- Hungarian
- Igbo
- Ilocano
- Indonesian
- Italian
- Japanese
- Karen
- Kazakh
- Kinyarwanda
- Kirundi
- Korean
- Kunama
- Kurdish
- Lao (Laotian)
- Latvian
- Macedonian
- Malay (Malaysian)
- Marshallese
- Mongolian
- Nepali
- Norwegian
- Oromo
- Pashto
- Pennsylvania Dutch
- Pohnpeian
- Polish
- Portuguese (Brazil)
- Portuguese (Portugal)
- Punjabi
- Romanian
- Russian
- Samoan
- Serbian
- Slovak
- Slovenian
- Somali
- Spanish
- Sudanese Arabic
- Swahili
- Swedish
- Tagalog
- Thai
- Tigrinya
- Tongan
- Turkish
- Ukrainian
- Urdu
- Vietnamese
- Yiddish
- Yoruba

**This list is subject to change.*
*If you cannot locate the language you need, please contact us.*



CERTIFIED LANGUAGES INTERNATIONAL

# LANGUAGE LIST

## Speak any language in seconds

- Acehnese
- Acholi
- Afar
- Afghani
- Afrikaans
- Akan
- Akateco
- Albanian
- American Sign Language (ASL)
- Amharic
- Anuak
- Arabic (Algerian)
- Arabic (Egyptian)
- Arabic (Gulf)
- Arabic (Iraqi)
- Arabic (Jordanian)
- Arabic (Juba)
- Arabic (Modern Standard)
- Arabic (Moroccan)
- Arabic (Sudanese)
- Arabic (Yemeni)
- Armenian
- Ashanti
- Assyrian
- Azeri
- Bahasa (Malaysian)
- Bambara
- Bashkir
- Basque
- Bassa
- Belarusian
- Bengali
- Bosnian
- Bulgarian
- Burmese
- Cambodian
- Cape Verde Creole
- Carolinian
- Catalan
- Cebuano
- Chaldean
- Chamorro
- Chao-Chow
- Cherokee
- Chin
- Chin (Falam)
- Chin (Hakha)
- Chin (Lai)
- Chin (Mizo)
- Chin (Tedim)
- Chin (Zo, Zomi)
- Chin (Zophei)
- Chinese Cantonese
- Chinese Mandarin
- Choujo
- Chuj
- Chuukese
- Cotocoli (Tem)
- Croatian
- Czech
- Danish
- Dari
- Dinka
- Dioula
- Dutch
- Edo
- Estonian
- Ewe
- Farsi
- Finnish
- Flemish
- Foochow (Fuzhou)
- French
- French Canadian
- French Creole
- Fukienese
- Fulani
- Fulde
- Fuzhou
- Ga
- Garre
- Georgian
- German
- Greek
- Guarani
- Gujarati
- Hainanese
- Haitian Creole
- Hakka (Chinese)
- Harar
- Hassaniya
- Hausa
- Hebrew
- Hindi
- Hmong
- Hokkien
- Hungarian
- Icelandic
- Igbo
- Ilocano
- Ilonggo
- Indonesian
- Italian
- Japanese
- Jarai
- K'iche'
- Kannada
- Karen
- Karen (Pwo)
- Karenni (Kayah)
- Kazakh
- Khmer
- Kikongo
- Kikuyu
- Kinyamulenge
- Kinyarwanda
- Kirundi
- Kissi
- Kizigua (Kizigula)
- Korean
- Kosraean
- Krahn
- Krio
- Kunama
- Kurdish
- Kurdish (Bahdini)
- Kurdish (Kurmanji)
- Kurdish (Sorani)
- Kyrgyz
- Lao
- Latvian
- Lautu
- Lingala
- Lithuanian
- Lorma
- Luganda
- Luo
- Maay-Maay
- Macedonian
- Malay
- Malayalam
- Mam
- Mandinka
- Mara
- Marathi
- Marshallese
- Matu
- Mbay
- Mende
- Mien
- Mina
- Mixteco (Alto)
- Mixteco (Bajo)
- Moldovan
- Mongolian
- Montenegrin
- More
- Mushunguli
- Navajo
- Nepali
- Norwegian
- Nuer
- Oromifa
- Pashto
- Patois (Jamaican)
- Pennsylvania Dutch (Pennsylvania German)
- Pidgin (Cameroonian)
- Pidgin (Nigerian)
- Polish
- Ponapean/Pohnpeian
- Portuguese (Brazilian)
- Portuguese (European)
- Portuguese Creole
- Pulaar
- Punjabi
- Q'eqchi'
- Q'anjob'al
- Quechua
- Rohingya
- Romanian
- Russian
- Samoan
- Sango
- Senthang
- Serbian
- Shanghainese
- Shona
- Sichuan
- Sicilian
- Sinhalese
- Siyin
- Slovak
- Slovene
- Somali
- Somali Bantu
- Soninke
- Soninke (Sarahuli)
- Soninke (Sarakhole)
- Soranî (Kurdish)
- Sousou
- Spanish
- Swahili
- Swedish
- Sylheti
- Tagalog (Filipino)
- Taiwanese
- Tajik
- Tamil
- Tarahumara
- Telugu
- Temne
- Teochew
- Thai
- Tibetan
- Tigrinya
- Toisanese
- Tongan
- Tosk
- Trukese/Chuukese
- Turkish
- Twi
- Ukrainian
- Urdu
- Uzbek
- Vietnamese
- Visayan
- Wolof
- Xhosa
- Yapese
- Yiddish
- Yoruba
- Yup'ik
- Zapotec
- Zulu

**This list is subject to change. If you cannot locate the language you need, please contact us.*

CERTIFIED LANGUAGES INTERNATIONAL

# ON-DEMAND PHONE & VIDEO INTERPRETING

## HIGH-TOUCH SERVICE FROM WORLD-CLASS INTERPRETERS

We're Certified Languages International (CLI). For over 25 years, we've been helping people like you communicate with customers, families, and communities in 230+ languages.

### Telephone Interpreting

230+ languages available 24/7/365

### Video Interpreting

20+ languages, including American Sign Language (ASL)

### Document Translation

Accurate, certified translations in 100+ languages

### FOUNDED

CLI was founded in September 1996.

### LOCATIONS

We're headquartered in Portland, Oregon, with a second, fully redundant call center in Phoenix, Arizona.

### RECOGNITIONS

- Inc. 5000 list of fastest-growing private companies, 2019–2013 & 2010
- Top Workplaces, USA, 2022
- Top Workplaces Arizona, 2021
- Top Workplaces Portland, 2021, 2020, 2018–2014

### CERTIFICATIONS

- WBENC (Women's Business Enterprise National Council)
- WBE (Women's Business Enterprise)
- ASTM F3130 – Standard Practice for Language Service Companies

### INDUSTRIES SERVED

- Healthcare
- Government
- Court & legal
- Utilities
- Banking & financial
- Education
- Travel, tourism & hospitality
- Call centers
- Insurance
- Retail

### REPRESENTATIVE CLIENTS

- TTEC
- NAVEX Global
- Erie Insurance
- Walmart
- Oregon Health & Science University
- Baylor Scott & White Health
- Swedish Health Services
- Health Plan of San Mateo
- American Quarter Horse Association

### REPRESENTATIVE GOVERNMENT CLIENTS

- U.S. Dept. of Labor
- U.S. Office for Civil Rights
- State of Maine
- State of Massachusetts
- Supreme Court of Virginia

### WHAT CLI IS KNOWN FOR

- Qualified interpreters
- Experienced account executives
- Can-do attitude
- Industry advocacy

Talk with us today about how we can help you conduct more business with more languages.

Certified Languages International
4800 S. Macadam Ave, Suite 400 | Portland, OR 97239
1-800-225-5254 | www.certifiedlanguages.com

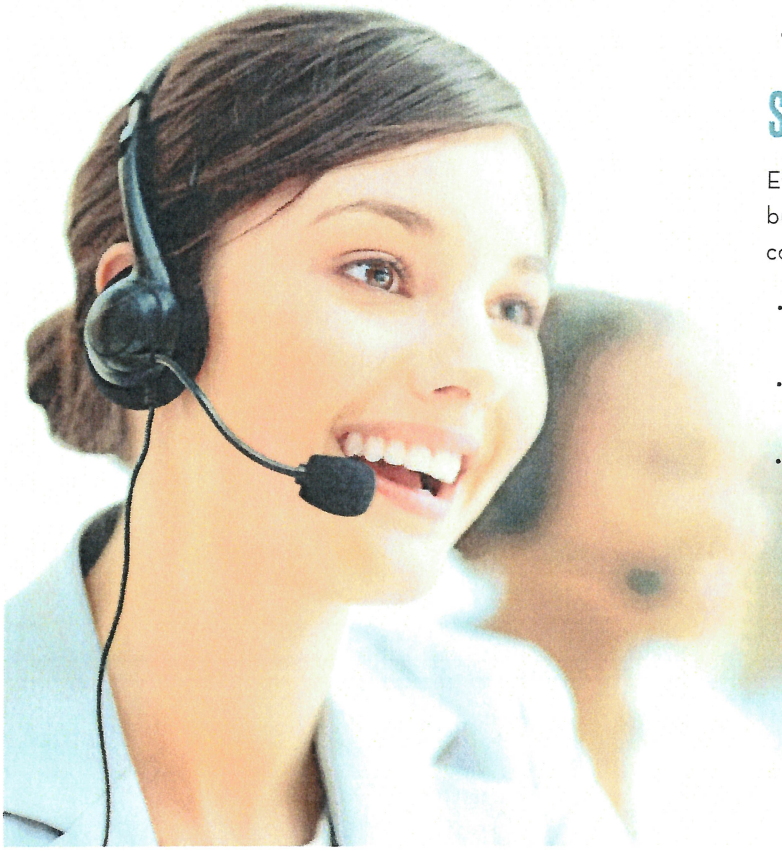
WOMEN OWNED

# VIDEO REMOTE INTERPRETING (VRI) SERVICES

## WHY VRI?

CLI's video remote interpreting services allow on-demand, face-to-face communication between you, your customers, and our professional interpreters. Available in a growing list of languages, our remote interpreting solution is a high-quality way for you to decrease costs and increase efficiency without having to preschedule or rely on a limited pool of available on-site interpreters.





## SERVICE FEATURES FOR VRI

Exceptional communication quality means better customer care. Here are a few of the many features available with CLI's video interpreting services:

- Highest security available with a private, encrypted network for utmost data protection.
- Professional, easy-to-use interface with clear, high quality video and audio feed.
- Text box "white board" available to display written information.
- Detailed, customizable reporting and billing for top accountability.

## SIMPLE TO ACCESS

Effortlessly access our video interpreting services at the touch of a button, using your current infrastructure. All you need to connect is a computer, laptop, or tablet with Internet access and a web cam.

- Connect to an interpreter through our iOS app, button, or hyperlink saved to your desktop or dashboard.
- Follow simple instructions to log in to the secure connection and choose your department and language needed.
- Easily choose between audio and video calls for the fastest connection in time-sensitive scenarios.

CERTIFIED LANGUAGES INTERNATIONAL

800.362.3241 | www.certifiedlanguages.com

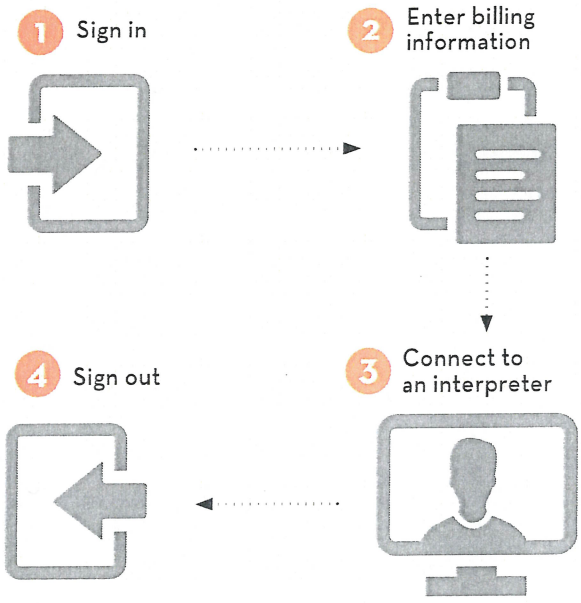
# VIDEO REMOTE INTERPRETING (VRI) SERVICES

## ACCESSING VRI SERVICES

**Launch your own secure platform instantly on any computer or tablet. No downloads or hardware configuration necessary.**

- Click the link or button on your device to open the VRI portal.
- Follow simple, step-by-step instructions for accessing an interpreter.
- Choose between a video or an audio call for fastest connection times.
- Rate your call to give feedback on your experience.

### STEPS TO CONNECT:




## CLI'S INNOVATIVE TECHNOLOGY FACILITATES SEAMLESS, SECURE CONNECTIONS TO PROFESSIONAL INTERPRETERS IN JUST A FEW CLICKS.

### USE YOUR OWN INTERPRETERS!

CLI has partnered with Bluestream Health to offer a unique service package that allows you the option to populate the VRI platform with your own interpreting experts.

### ACCESS ANY EXPERTISE AT THE POINT-OF-CARE

Our unique platform offers the dual advantage of also giving you and your patients access to remote healthcare professionals in a wide variety of expertises.

### BALANCE RESOURCE UTILIZATION

This load-balancing service gives you the tools to manage the utilization of various professionals between in-house and third-party resources.

CERTIFIED LANGUAGES INTERNATIONAL

800.362.3241 | www.certifiedlanguages.com

Outlook

## Your Quote for Interpreting Services

**From** Victoria Cooper-Navarrete <VictoriaC@certifiedlanguages.com>
**Date** Thu 10/15/2026 2:01 PM
**To** Amanda Spaulding <aspaulding@tcnm.us>

3 attachments (1,020 KB)
CLI's Language List.pdf; CLI's Business Profile.pdf; CLI's VRI Overview.pdf;

You don't often get email from victoriac@certifiedlanguages.com. Learn why this is important

Amanda,

It was very nice talking with you today. **I'm going to send another email to you with just the information on Document Translations.**

At Certified Languages International, we make language access simple. We offer telephone interpreting services in **230+ languages, 24/7/365**. Our pricing structure is based on per-minute rates, so you only pay the minutes you use.

**Here's a quick pricing overview:**

| Features | Price |
|---|---|
| **One-Time Setup Fee**<br>One-time setup fee covers everything needed to get your account up and running smoothly | $500 |
| **Monthly Minimum** | $0 (**no monthly minimums**) |
| **Annual Fee** | $0 (**no annual fees**) |
| **Over-the-Phone Interpreting (OPI) Services** | |
| All 230+ languages | $1.35 per minute |
| **Video Remote Interpreting (VRI) Services** | |
| Spanish | $1.20 per minute |
| All other spoken languages | $1.75 per minute |

| | |
|---|---|
| American Sign Language (ASL) | $2.50 per minute |

**Here's what you can look forward to when you partner with CLI:**

- Professional interpreters experienced in medical, insurance, education, finance, **legal**, and more
- Friendly, efficient operators and quick connection times
- Free, customized reporting
- HIPAA-compliant services
- A commitment to language access through local and national advocacy

Most clients are up and running within just a few days of completing setup.

If you'd like, I'd be happy to walk through how everything works and answer any questions you may have. Feel free to reply to this email or give me a call at (602) 648-7964. I'd love to help.

Regards,

CERTIFIED LANGUAGES INTERNATIONAL

**Victoria Cooper-Navarrete, Customer Success Specialist**
**CERTIFIED LANGUAGES INTERNATIONAL**
602.648.7964 direct
800-362-3241 toll-free (ext. **4426**)
VictoriaC@certifiedlanguages.com
www.certifiedlanguages.com

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-D

# INVOICE

**# INV-91329**

**Balance Due**
**$1,106.41**

**National Test Systems**
723 Kasota Ave SE
Minneapolis, Minnesota 55414
Phone: 888-686-9909
Email: ap@ntsbiz.com
Web: http://www.premierbiotech.com

SEND PAYMENTS TO:
Premier Biotech, LLC
PO Box 713238
Chicago, IL 60677-1238, FBO National Test Systems

Bill To
**Torrance County DWI Program**
Amanda Spaulding
205 S Ninth St.
Estancia, New Mexico 87016 U.S.A
+505-5444310

Ship To
Torrance County DWI Program
Amanda Spaulding
205 S Ninth St.
Estancia, New Mexico 87016 U.S.A
+505-5444310

| | |
|---|---|
| Invoice Date : | 10/07/26 |
| Terms : | Net 30 |
| Due Date : | 11/06/26 |
| NTS SO # : | SO-83627 |
| PO # : | 10/6/2026 |
| BALANCE AFTER DUE DATE : | $1,217.05 |

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | 1203FSI - DrugSure Oral Fluid - 12-Panel F Device w/ Saliva Indicator (v2)<br>SKU : DSO-1203FSI (v2)<br>12-Panel Device F w/ Saliva Indicator (THC12, COC20, OPI40, AMP50, MET50, BZO10, BUP5, OXY20, MDMA50, MTD30 + ALC, FEN10) | 200<br>Single Test | 5.09 | 1,018.00 |
| 2 | Shipping<br>SKU : Shipping<br>Shipping & Handling | 1 | 88.41 | 88.41 |
| | | | Sub Total | 1,106.41 |
| | | | **Total** | **$1,106.41** |
| | | | **Balance Due** | **$1,106.41** |

Notes

Thank you for the order. You just made our day!
Fed/Ex 878260357979

Payment Options 

## Terms & Conditions

National Test Systems Return Policy:
All requests for the return of products must be authorized by our Customer Service department prior to returning goods. Please contact the Customer Service team to initiate the return process. Once the return has been approved by our Customer Service team, please read below for instructions on preparing to return an item.

Preparing to return an item

Carefully repack all items in the original manufacturer's packaging. Items not received in new re-salable condition cannot be credited.

- Reference your return authorization number.
- Ship returns prepaid via an insurable traceable carrier such as UPS or FedEx to:

550 NW 77th Street
Boca Raton, FL 33487

PLEASE NOTE:

All requests for the return of products must be authorized by our Customer Service department prior to returning goods.
Items must be returned within 30 days of delivery, or the return may be subject to a 25% restocking fee.

***Medical devices are non-returnable once removed from the original packaging.***

Reporting a Short Shipment:

Please inspect all items carefully. In order for a credit to be issued, shortages must be reported within ten (10) days of receipt.




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-E

TLC UNIFORMS
925 SECOND ST NW
ALBUQUERQUE NM 87102

Phone : (505) 247-8900
Fax : (505) 247-8999

R e c e i p t
Reg 1

+AGTOCOFD
*TORRANCE COUNTY FIRE
SHAWN COOK

Invoice # 310440
PO#
Sales Rep BC

Date: Sep 26, 2026
Time 1:03 PM

| Item/Description | | Amt |
|---|---|---|
| PO 27-00103 | | |
| 1.0 | 0.0000 | 0.00 |
| 804-6191-13M BOOT 8" COMP TOE WATERPROOF | | |
| 1.0@ | 179.9900 | 179.99 |

| | | |
|---|---|---|
| Sub-Total | : | 179.99 |
| Tax | : | 0.00 |
| Net Due | : | 179.99 |
| Amt. Paid | : | 0.00 |
| Balance Due: | | 179.99 |

CHARGE

Signature: _____

Phone: _____

THANK YOU AND HAVE A NICE DAY
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS RECEIPT WITHIN 30 DAYS. ITEMS NOT RETURNABLE IF WASHED, WORN, ALTERED, OR CUSTOMIZED UNLESS DEFECTIVE

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-F

## Air Care New Mexico

Torrance County
Torrance County
PO Box 48
Estancia, NM 87016

invoices@tcnm.com

| | |
|---|---|
| INVOICE | #20007718-2 |
| SERVICE DATE | Sep 01, 2026 |
| INVOICE DATE | Aug 31, 2026 |
| PAYMENT TERMS | Net 30 |
| DUE DATE | Sep 30, 2026 |
| AMOUNT DUE | **$807.83** |

SERVICE ADDRESS

Torrance County Administrative Offices
69 Madrid Ave
Moriarty, NM 87035

CONTACT US

5445 Edith Blvd NE, Suite C
Albuquerque, NM 87107

(505) 595-2273
kayla@aircarenm.com

Service completed by: Joseph Victorino

# INVOICE

| Services | qty | unit price | amount |
|---|---|---|---|
| Site Visit - Additional AC Diagnostics and Service - Change Order Requested | 1.0 | $0.00 | $0.00 |
| Hours & Fees - Labor: Normal Business Hours | 3.5 | $75.00 | $262.50 |

Arrived at customer, location, found compressor off due to thermal overload
Cooled compressor
Found heavy pitting at contactor
Replaced contactor
Checked unit for operation found unit heavily restricted at TX V causing compressor to go and vacuum
Due to agent condition, advised customer for replacement of a Coleman 3 ton

| Materials | qty | unit price | amount |
|---|---|---|---|
| 2pole 24V Contactor | 1.0 | $99.84 | $99.84 |
| Refrigerants - R 22 | 2.5 | $150.00 | $375.00 |
| Consumables - Valve Core | 4.0 | $10.44 | $41.76 |

| | |
|---|---|
| Subtotal | $779.10 |
| Total Tax | $28.73 |
| Torrance County - Moriarty (7.93%) | $28.73 |
| **Job Total** | **$807.83** |

**Amount Due** **$807.83**

Work Authorization and Payment Terms
By signing below, I confirm that I am the owner, authorized representative, or tenant of the premises where the work is being performed, and I authorize Air Care New Mexico to proceed with the job as described above.

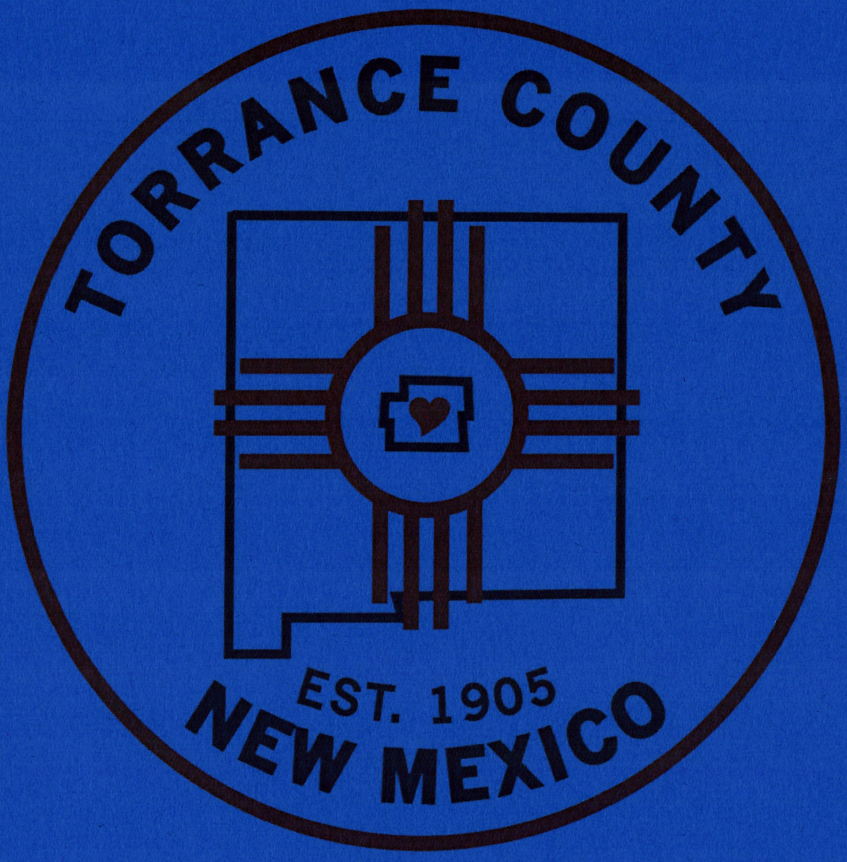
Payment Terms: Unless prior billing arrangements have been approved, payment is due upon completion (COD).

Late fees will be assessed as follows: Residential Customers: 5% late fee if not paid by Net 30. Commercial Customers: 5% late fee if not paid by Net 45. An additional 5% late fee will be applied if payment is not received by Net 60

Delinquency Policy
If payment is not received by Net 75, Air Care New Mexico reserves the right to initiate legal action for collection.

For complete details, please refer to our Terms & Conditions.

See our Terms & Conditions




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-G

# HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B634605
Associate: APRIL
Date: 01/27/2026 Time: 10:23:38 AM

Due Date: 02/15/2026

*** SALE ***

PO: 26-00205

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

---

BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.41 N $7.38
BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.19 N $3.42
BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.23 N $4.14
12 x 1-1/4 Zinc Hex Washe-0327460
1.00 EACH @ $9.99 N $9.99
8 X 3/4 LATH SDS 1# - 2326064
1.00 EACH @ $9.99 N $9.99

Subtotal: $34.92
TAX EXEMPT
TOTAL: $34.92

INVOICE: $34.92
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
DIST 2-maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty NM 87035
505-832-6883

Transaction#: A627127
Associate: RYAN
Date: 03/25/2026 Time: 11:56:15 AM

Due Date: 04/15/2026

*** SALE ***

PO: #26-00205

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

---

2" BRASS BALL VALVE - 6472435
1.00 EACH @ $67.99 N $67.99
1/4 GALV 90 DEG ELL - 6100689
1.00 EACH @ $2.39 N $2.39
736113-0232 NIPPLE 1/8 X-9658444
1.00 EACH @ $2.99 N $2.99
1/4X1/8 GALV BUSHING - 6100325
1.00 EACH @ $1.79 N $1.79
736113-0224 NIPPLE 1/8X1--1495647
1.00 EACH @ $2.79 N $2.79

Subtotal: $77.95
TAX EXEMPT
TOTAL: $77.95

INVOICE: $77.95
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
DIST 2-maintenance & repairs

Thank You!
No Returns after 30 days



# HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B643485
Associate: APRIL
Date: 04/06/2026 Time: 09:50:35 AM

Due Date: 05/15/2026

*** SALE ***

PO: 26-00207

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

---

DISINFECTING WIPES FRESH-9501461
2.00 EACH @ $7.59 N $15.18
BOLTS AND FASTENERS - 3007
2.00 EACH @ $0.95 N $1.90
BOLTS AND FASTENERS - 3007
2.00 EACH @ $0.47 N $0.94
BOLTS AND FASTENERS - 3007
4.00 EACH @ $0.59 N $2.36

Subtotal: $20.38
TAX EXEMPT
TOTAL: $20.38

INVOICE: $20.38
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
DIST 2-maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!



# HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B643550
Associate: APRIL
Date: 04/06/2026 Time: 02:24:53 PM

Due Date: 05/15/2026

*** SALE ***

PO: 26-00207

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

---

8' FLUO SQUARE PRONG BULB-5909064
16.00 EACH @ $14.99 N $239.84

Subtotal: $239.84
TAX EXEMPT
TOTAL: $239.84

INVOICE: $239.84
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
DIST 2-maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!



# HARTS HARDWARE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B662728
Associate: Alex C
Date: 08/12/2026 Time: 11:09:49 AM

Due Date: 09/15/2026

*** SALE ***

PO: 27-00095

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

---

12OZ Minimal Exp Foam - 466037
2.00 EACH @ $7.99 N $15.98
13010 LEXEL CLR CAULK - 8188195
5.00 EACH @ $11.49 N $57.45

Subtotal: $73.43
TAX EXEMPT
TOTAL: $73.43

INVOICE: $73.43
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)_____
dist 3- maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-H

PRESBYTERIAN

**Guarantor Number:** [redacted]
**Responsible Party:** Lori Archuleta
**Statement Date:** 07/10/26
**Amount Due:** $858.98

Interest rates or fees are **NOT** applied to outstanding balances

## Need Help Paying Your Bill?

As part of our charitable mission, we offer financial assistance for patients who qualify. To learn more:

- Visit us online at www.phs.org/financialassistance
- Contact customer service at (505) 923-6600
- Contact a financial counselor at any Presbyterian facility (ask at check-in or check-out)

## Pay Your Bill Online

MyChart
PRESBYTERIAN

The easiest way to view your statement, make payments, view test results, message your care team and more!

www.phs.org/PayMyBill

## Pay by Mail

Complete the coupon and return in the enclosed envelope

## Payment Plans

Unable to pay your current bill? Call us at (505) 923-6600 or toll free at (800) 251-9292

## Pay by Phone

Call (505) 923-6600 or toll free at (800) 251-9292 to pay by credit or debit card

## Go Paperless

Go to MyChart and register to receive your bills electronically

**Detach the bottom portion to return with your payment**

9521 San Mateo Blvd NE
ALBUQUERQUE, NM 87113

**Amount Due: $858.98**
Payment Due Date: 08/09/26
*All applicable New Mexico gross receipts tax are included

Guarantor ID: [redacted]

Lori Archuleta
PO Box 173
MOUNTAINAIR, NM 87036

**Mail Payment To:**

Presbyterian Healthcare Services
PO Box 27822
ALBUQUERQUE, NM 87125-7822

**0550000000441300300000858980000000000000858981854061795**

## ADDITIONAL COMMUNICATIONS YOU MAY RECEIVE

### Explanation of Benefits or Explanation of Payment (EOB/EOP)

You may also receive an Explanation of Benefits from your insurance company. This is not a bill. It is a summary of what your insurance plan is going to cover, based on what type of plan you have.

### Statements from Independent Providers/Locations

Certain services provided in Presbyterian facilities may be performed by independent providers. These independent providers may bill you separately and may not be covered under our Financial Assistance Policy. Please contact them directly for payment or billing questions.

### Need an Estimate:

Presbyterian can provide you a personalized estimate in advance of your care. Please contact us at 1-855-225-7737.

### Self-Pay and Underinsured Debt Collection:

Please be aware that a determination of indigency will be conducted if requested and if the patient is found TO BE indigent, no collection activity will be pursued.

## INTERPRETER SERVICES

ATENCION: si habla espanol, tiene a su disposicion serviciso gratuitos de asistencia Linguistica. Llame al 505-923-5420, 1-855-592-7737 (TTY: 711).

## REMINDER

Payment will be applied to the oldest outstanding balance if not paid in full.

*If your personal or insurance information has changed, please indicate changes below, detach and return*

**PERSONAL INFORMATION**

| | |
|---|---|
| NAME | DATE OF BIRTH |
| ADDRESS | |
| CITY | ZIP CODE |
| PHONE | |

**INSURANCE INFORMATION**

| |
|---|
| PRIMARY INSURANCE COMPANY |
| POLICY HOLDER NAME |
| POLICY HOLDER ID NUMBER |
| GROUP PLAN NUMBER |

| CARD ACCOUNT NUMBER | CVV | EXP Date | AMOUNT |
|---|---|---|---|
| | | | |

**Hospital Charges**
Acct # 57463833 Lori

| Date | Description | Charges | Insurance Pmts/Adjs | Patient Pmts/Adjs | Patient Balance |
|---|---|---|---|---|---|
| 10/01/25 | Charges | 918.00 | | | |
| to | Insurance Payments | | 0.00 | | |
| 10/31/25 | Patient Payments | | | -59.02 | |
| | Your Responsibility | | | | 858.98 |
| | **Balance Due** | | | | **858.98** |

## Presbyterian Healthcare Services
## Financial Assistance for Patients

As part of our charitable mission, Presbyterian offers help and advice to our patients who are unable to afford their medical bills.

**Who qualifies for a discount?**
Financial aid may be offered to patients who meet the following criteria:

- Have limited income;
- Have no insurance or not enough coverage;
- Do not qualify for government help in paying for services; or
- Cannot pay for their care.

Financial aid is decided based on each person's need and situation.

**What discounts are available?**
Patients eligible for financial aid receive discounts off of these charges. The amount of the discount is based on family size and annual income. Patients who are eligible for financial assistance will not be charged more than amounts generally billed for emergency or other medically necessary care.

**What services are covered?**
Financial aid covers all emergency and needed medical care that is provided by Presbyterian hospitals and physicians employed by Presbyterian. This includes hospital and outpatient services, home health care, and office visits, to name a few. Services by physicians who work in our hospitals but who are not employed by Presbyterian generally are not covered by Presbyterian's financial aid.

**How do I apply for financial aid?**
To get financial aid, you must fill out an application. Presbyterian can give you the form to complete. With it, you must also include any required documents. We will review your application and decide if you qualify for financial aid. If you already receive financial help from the state, Presbyterian may be able to give you financial aid for your medical costs without going through this application process.

**How do I obtain more information or help with the application process?**
You can get help with financial aid in any of the following ways:

- Go online to www.phs.org
- Call a customer service representative at Presbyterian's Customer Care Center at (505) 923-6600;
- Contact a financial counselor at a Presbyterian hospital. (The hospitals are listed in the financial aid policy.)

A copy of our financial aid policy and the application can be mailed to you. Ask a Presbyterian customer service representative to send you one.

**In what languages is financial assistance information available?**
We have the policy, application and this information in English and Spanish.

**Will my financial information remain confidential?**
All information that you give to Presbyterian is confidential. We only use it for care and billing purposes.

**Presbyterian Healthcare Services**
**Ayuda financiera para los pacientes.**

Como parte de nuestra misión caritativa, Presbyterian ofrece ayuda y asesoramiento a nuestros pacientes quienes no puedan pagar sus facturas médicas.

**¿Quiénes califican para un descuento?**
Se puede ofrecer ayuda financiera a los pacientes que reúnan los criterios siguientes:

- Sus ingresos son limitados;
- No tienen seguro médico o no es suficiente su cobertura;
- No califican para recibir ayuda gubernamental para pagar los servicios; o
- No pueden pagar por su atención médica.

La ayuda financiera se basa en la necesidad y la situación de cada persona.

**¿Cuáles descuentos están a mi disposición?**
*Se descuentan estos cobros para los pacientes que sean elegibles para recibir ayuda financiera.* El nivel del descuento se basa en el tamaño de su familia y en los ingresos anuales. Los pacientes que califiquen para recibir ayuda financiera no se les cobraran mas que las tarifas que se cobran por lo general por atención médica de emergencia u otros servicios que sean médicamente nesesarios.

**¿Cuáles servicios se cubren?**
La ayuda financiera cubre todos los servicios de atención médica necesaria y de emergencia que presten los hospitales de *Presbyterian* y los médicos que sean empleados de *Presbyterian.* Eso incluye los servicios hospitalarios y para pacientes ambulatorios, los servicios de atención médica en casa y las consultas médicas, entre otros. Por lo general, la ayuda financiera no cubre los servicios que presten los médicos que trabajan en nuestros hospitales pero que no sean empleados de *Presbyterian.*

**¿Cómo solicito ayuda financiera?**
Para recibir ayuda financiera, tiene que llenar una solicitud. *Presbyterian* le puede dar el formulario que tiene que llenar. Tiene que adjuntar los documentos necesarios a dicha solicitud. Revisaremos su solicitud y decidiremos si califica para recibir ayuda financiera. Si usted ya recibe ayuda financiera del estado, es posible que *Presbyterian* le pueda dar ayuda financiera para sus gastos médicos sin tener que pasar por este proceso de solicitud.

**¿Cómo consigo más información o ayuda con el proceso de solicitud?**
Usted puede conseguir asistencia para solicitar ayuda financiera de las siguientes maneras:

- En línea vaya a la dirección www.phs.org
- Llame a un representante del centro de servicio al cliente de *Presbyterian* al (505) 923-6600;
- Comuníquese con un asesor financiero de un hospital de *Presbyterian.* (Los hospitales se enumeran en las normas de ayuda financiera.)

Se le puede enviar por correo copia de la solicitud y de las normas de ayuda financiera. Pídale a un representante de servicio al cliente de *Presbyterian* que se las envíe.

**¿En cuáles idiomas está disponible la información sobre la ayuda financiera?**
Las normas de ayuda financiera, la solicitud y esta información están a su disposición en inglés y en español.

**¿Se protegerá la confidencialidad de mi información financiera?**
Toda la información que usted proporcione a *Presbyterian* es confidencial. Solo la utilizamos para fines de cobros y de prestar servicios de atención médica.

# NOTICE OF PROTECTION
# AGAINST MEDICAL DEBT COLLECTION

You are receiving this Notice because you have medical debt.
Starting July 1, 2021, New Mexico law protects low-income people from medical debt collection. The law is called the Patient's Debt Collection Protection Act. This Notice is required by the Office of the Superintendent of Insurance.

Debt collection can be selling the debt to a third party, and it can be filing a lawsuit against the patient. Debt collection also can be placing a lien on the patient's property or garnishing wages.

If you are low income, medical providers cannot take certain debt collection actions against you. Low income also is called indigent. Under New Mexico law, indigent means your household income is at or below 200% of the federal poverty guidelines.

You can ask your medical provider or the debt collector to decide if you are indigent. You can also use the Attestation of Indigency form found on the website of the Office of the Superintendent of Insurance (www.osi.state.nm.us). If you qualify as indigent, then you can fill out the form and give it to the medical provider or debt collector. The OSI website has more information about what is required by the law and regulations.

The medical creditor or debt collector must notify you about the indigency decision. The rules require that you be notified about the decision in writing. The notification has to be within 30 days of the decision, but no more than 60 days from when you asked for the review.

If you think that the medical provider or debt collector is not following the law or the rules, you can file a complaint with the New Mexico Office of the Attorney General. A complaint can be filed on the website, www.nmag.gov, or by calling (844) 255-9210.

---

New Mexico Office of the Superintendent of Insurance 01/24/22

## Aviso sobre protección contra cobro de deudas médicas

Usted está recibiendo este aviso porque tiene una deuda médica. A partir del 1 de julio 2021, la ley en Nuevo México protege a las personas de bajos ingresos contra el cobro de deudas médicas. La ley se llama "Patient's Debt Collection Protection Act" (Ley de Protección de Cobro de Deudas del Paciente). Este aviso es requerido por la Oficina del Superintendente de Seguros.

El cobro de deudas puede hacerse vendiendo la deuda a terceras partes y puede hacerse a través de presentar una demanda contra el paciente. El cobro de deudas también puede consistir en un embargo de la propiedad del paciente o salarios.

Si usted es de bajos ingresos, los proveedores médicos no pueden tomar ciertas acciones de cobro de deudas contra usted. Bajo ingreso también se le llama indigencia. Bajo la ley de Nuevo México, indigencia quiere decir que el ingreso de su hogar es igual o inferior al 200% de las pautas federales de pobreza.

Le puede preguntar a su proveedor médico o al cobrador de deudas que determinen si usted es indigente. También puede usar el formulario de Declaración de Indigencia que se encuentra en el sitio web de la Oficina del Superintendente de Seguros (www.osi.state.nm.us). Si reúne los requisitos de indigencia, puede completar el formulario y entregárselo al proveedor médico o al cobrador de deudas. El sitio web de OSI tiene más información sobre lo que exige la ley y los reglamentos.

El acreedor médico o el cobrador de deudas debe notificarle sobre la decisión de indigencia. Las reglas exigen que se le notifique la decisión por escrito. Tal notificación tiene que ser dentro de los 30 días de la decisión, pero no más de 60 días desde que solicito la revisión.

Si cree que el proveedor médico o el cobrador de deudas no esta siguiendo la ley y las reglas, puede presentar un reclamo ante la Oficina del Fiscal General de Nuevo México. Se puede presentar un reclamo en el sitio web, www.nmag.gov, o llamar al (844) 255-9210.

---

New Mexico Office of the Superintendent of Insurance 1/24/22




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-I

**Bylaws of the**
**Estancia Valley Youth & Family Council**
**Amended September 10, 2026**

## Article I Name

The name of this Board shall be "Estancia Valley Youth & Family Council (EVYFC)."

**Mission:** The Estancia Valley Youth & Family Council will develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.

**Vision:** The Estancia Valley Youth & Family Council will positively impact and enhance the lives of our youth and prepare them for a productive adulthood.

## Article II Purpose

The purposes of this Board shall be to:

A. Advise, plan, develop, and coordinate juvenile justice services within the County and geographical boundaries of the school districts.
B. Collaborate with the appropriate agencies to address juvenile justice services or issues that span and effect youth within the County and geographical boundaries of the school districts.
C. Foster the creation and expansion of programs that pursue and obtain funding from state, federal, and or other sources for the purposes of preventing and reducing juvenile delinquency, truancy, or status offenses.
D. Foster the creation and expansion of programs, services, and activities that increase the protective factors for children and youth.
E. Develop a plan that encompasses all available prevention, intervention, and treatment strategies which reduce risk factors and increase protective factors for children and youth.
F. Develop a plan that encourages the involvement and interaction of youth, parents, schools and the community regarding strategies designed to reduce risk factors and to increase protective factors.
G. As necessary, make recommendations as they deem fit, to the Torrance County Commission to further the purpose of the board.
H. The Board shall report to the Torrance County Commission (at least annually; or more frequently per commission request.)

## Article III Estancia Valley Youth & Family Council Structure:

Section 1

The EVYFC shall be comprised of the Voting Board whose members are representatives from the following agencies or positions:

A. Torrance County
B. Any charter or public school sitting within the County and geographical boundaries of the following school districts: Estancia, Moriarty/Edgewood, and Mountainair.
C. Any local law enforcement agencies
D. 7th Judicial District Court
E. 7th Judicial District Attorney's Office
F. Public Defender
G. CYFD Child Protective Services
H. Juvenile Probation Officer
I. Youth
J. County appointed individuals

These agencies or positions noted above, A-H only, will henceforth be referred to as "Required Members". Positions A-H are statutorily required. Required Member positions must be filled by an employee or contractor of the agency or position. The Voting Board shall elect two executive members (Chair and Vice-Chair) when their 2-year terms are up.

Section 2

The work of the EVYFC Board will be done by committees and/or subcommittees, appointed by the Voting Board.

Section 3

The board shall function as an advisory board, with oversight for programs and committees funded by the board.

## Article IV Voting Board Members

Section 1

The EVYFC shall consist of no fewer than seven (7) and no more than twenty-one (21) members with representation from the agencies listed in Article III, Section 1. Other members may be appointed by Torrance County from youth service organizations, government agencies, behavioral health, primary health care providers, faith community, business community and civic organizations. These members must have direct experience working with at risk children and youth. Members must follow all Torrance County policies regarding County Board memberships.

Section 2 Appointment of Additional Voting Members

A.) The EVYFC may appoint, at their discretion, additional members to the Voting Board. Potential members must be selected from the agencies listed in Article IV, Section 1. These potential members must submit a "letter of interest" addressed to the "Torrance County Commission" and if approved, follow all Torrance County policies regarding County Board memberships.

Section 3 Length of Membership

Required Members of the Voting Board (Article III, Section 1, A-H) may remain on the Board without term limits. However, individuals may be removed at any time, if the EVYFC deems it so. Voting members from (Article III, Section 1, I and J) will serve a two (2) year term which can be renewed with approval from the Torrance County Commission. Additional Voting Members will serve a term of two (2) years, which can be renewed pursuant to the approval of the Torrance County Commission. These additional members may be removed at any time, if the EVYFC deems it so.

Section 4 Resignation of Members

Members may resign from the EVYFC upon written notice to the Chairperson, Vice-chair, and/or the Continuum Coordinator.

Section 5 Replacement of Resigned Members

If the resigned member is a Required Member, the agency which they represent shall appoint the new member and their alternate. If the resigned member held any other

position on the Voting Board, the EVYFC shall appoint a qualified individual to replace them.

Section 6 Member Absenteeism & Removal

1) If a Voting Member is absent from three (3) consecutive meetings within a calendar year, and without sending an alternate or being excused by the Chairperson (or acting Chairperson) then the Member forfeits their membership. A new Member will be appointed by either the agency they represented, or by the EVYFC in accordance with these by-laws.

2) In the event a Voting Member is habitually out of order, habitually disrespectful to any other Members or staff, or otherwise constantly disruptive or ineffective to the point of rendering the board dysfunctional, the Member may be removed by a majority vote, without approval of the Torrance County Commission This member will be replaced in the same manner as above.

## Article V Chairmanship of the Board

The Chairperson and Vice-Chairperson of the Voting Board shall be elected by the Voting Board for 2-year terms. The Chairperson shall be responsible for establishing a quorum, keeping time, and maintaining order throughout the meeting. The Chairperson may call a Special Voting Board meeting, or a committee or subcommittee meeting to conduct business. The Vice-Chairperson shall be responsible for fulfilling the Chairperson's duties in their absence.

## Article VI Meetings of Members

Section 1 Conduct of Meetings

A. Meetings of the Board shall be presided over by the Chairperson of the Board. If the Chairperson is absent, the Vice-chairperson will preside. If both the Chairperson and Vice-Chairperson are absent, the Continuum Coordinator will preside.

B. Meetings may be held in the Torrance County Commission Chambers. A virtual meeting alternative will be made available for all meetings. These meetings will occur at least quarterly on the fourth Monday of the month. Meeting place may be changed with 72 hours' notice to all board

members, unless giving such notice is impossible due to unforeseen circumstances.

C. The Board shall follow Robert's Rules of Order.

D. All meetings will be conducted in conformance with the Open Meetings Act.

E. The Board shall adhere to the principles of the State Conduct Act.

Section 2 Attendance at Meetings

Due to the importance of the work to be completed by the Board, and to accomplish the Board's objectives in a timely manner, all Voting Members are strongly encouraged to attend all meetings. If a Member must be absent, the Member may send an alternate representative to attend in his/her place. This alternate representative must share the same area of expertise as the absent Member from the same agency. An alternate representative attending in place of a Voting Member shall be authorized to vote for the Voting Member. If at any time a Voting Member is absent from a meeting three (3) consecutive times in a year without an alternate representative or excused by the Chairperson (or acting Chairperson) then this Member has forfeited their membership and a replacement will be selected. In addition, Members may attend via virtual meeting to participate in discussion of agenda items, and vote.

Section 3 Quorum for Meetings

A quorum shall consist of four (4) Voting Members of the Board. The Board at any meeting at which a quorum of the Voting Members is not present shall take no action. No action may be taken outside of the publicized items on the agenda.

Section 4 Minutes for Meetings

Minutes will be recorded by the Juvenile Justice Continuum Coordinator (JJCC). In the event the JJCC is unable to attend the meeting, the JJCC will designate a qualified alternate to record the minutes. A copy will be distributed to Members for their review, before the meeting. After the minutes are approved, the Chairperson and/or the Torrance County Board Member will sign and date them along with the person who recorded them.

Section 5 Majority Action of Estancia Valley Youth & Family Council Voting Board

A.) Every act or decision done or made by a majority of the voting members present at a meeting at which a quorum is present, is the act of the Voting Board.

B.) All grant applications, new programs, budgets, budget adjustments, and subcontracts are to be voted for approval by the EVYFC board members and recommendations are to may be made (by a majority vote) and presented to the Torrance County Commission for final approval.

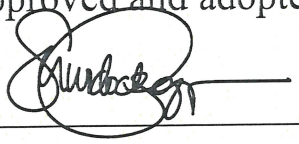
Section 6 Board Committees

The work of the board will be done by Committees whose membership is comprised of Voting Members, or specially appointed committee members with special skills. The Chairperson will appoint individuals to the Committee, along with a leader of the Committee. Each committee will contain an odd number of members. The leader must give updates to the board at their regular scheduled meetings.

Section 7 Review of By-Laws

The Voting Board shall review these By-laws at a meeting designated for such purpose to determine whether any changes are necessary. This meeting should be held when the amended Bylaws are due for renewal.

By-laws of the Estancia Valley Youth & Family Council reviewed, approved and adopted by Board Action.



10/07/2026

Date

Chair-Estancia Valley Youth & Family Council

**Bylaws of the**
**Estancia Valley Youth & Family Council**
**Amended September 10, 2026**

## Article I Name

The name of this Board shall be "Estancia Valley Youth & Family Council (EVYFC)."

**Mission:** The Estancia Valley Youth & Family Council will develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.

**Vision:** The Estancia Valley Youth & Family Council will positively impact and enhance the lives of our youth and prepare them for a productive adulthood.

## Article II Purpose

The purposes of this Board shall be to:

A. Advise, plan, develop, and coordinate juvenile justice services within the County and geographical boundaries of the school districts.
B. Collaborate with the appropriate agencies to address juvenile justice services or issues that span and effect youth within the County and geographical boundaries of the school districts.
C. Foster the creation and expansion of programs that pursue and obtain funding from state, federal, and or other sources for the purposes of preventing and reducing juvenile delinquency, truancy, or status offenses.
D. Foster the creation and expansion of programs, services, and activities that increase the protective factors for children and youth.
E. Develop a plan that encompasses all available prevention, intervention, and treatment strategies which reduce risk factors and increase protective factors for children and youth.
F. Develop a plan that encourages the involvement and interaction of youth, parents, schools and the community regarding strategies designed to reduce risk factors and to increase protective factors.
G. As necessary, make recommendations as they deem fit, to the Torrance County Commission to further the purpose of the board.
H. The Board shall report to the Torrance County Commission (at least annually; or more frequently per commission request.)

## Article III Estancia Valley Youth & Family Council Structure:

Section 1

The EVYFC shall be comprised of the Voting Board whose members are representatives from the following agencies or positions:

A. Torrance County
B. Any charter or public school sitting within the County and geographical boundaries of the following school districts: Estancia, Moriarty/Edgewood, and Mountainair.
C. Any local law enforcement agencies
D. 7th Judicial District Court
E. 7th Judicial District Attorney's Office
F. Public Defender
G. CYFD Child Protective Services
H. Juvenile Probation Officer
I. Youth
J. County appointed individuals

These agencies or positions noted above, A-H only, will henceforth be referred to as "Required Members". Positions A-H are statutorily required. Required Member positions must be filled by an employee or contractor of the agency or position. The Voting Board shall elect two executive members (Chair and Vice-Chair) when their 2-year terms are up.

Section 2

The work of the EVYFC Board will be done by committees and/or subcommittees, appointed by the Voting Board.

Section 3

The board shall function as an advisory board, with oversight for programs and committees funded by the board.

## Article IV Voting Board Members

Section 1

The EVYFC shall consist of no fewer than seven (7) and no more than twenty-one (21) members with representation from the agencies listed in Article III, Section 1. Other members may be appointed by Torrance County from youth service organizations, government agencies, behavioral health, primary health care providers, faith community, business community and civic organizations. These members must have direct experience working with at risk children and youth. Members must follow all Torrance County policies regarding County Board memberships.

Section 2 Appointment of Additional Voting Members

A.) The EVYFC may appoint, at their discretion, additional members to the Voting Board. Potential members must be selected from the agencies listed in Article IV, Section 1. These potential members must submit a "letter of interest" addressed to the "Torrance County Commission" and if approved, follow all Torrance County policies regarding County Board memberships.

Section 3 Length of Membership

Required Members of the Voting Board (Article III, Section 1, A-H) may remain on the Board without term limits. However, individuals may be removed at any time, if the EVYFC deems it so. Voting members from (Article III, Section 1, I and J) will serve a two (2) year term which can be renewed with approval from the Torrance County Commission. Additional Voting Members will serve a term of two (2) years, which can be renewed pursuant to the approval of the Torrance County Commission. These additional members may be removed at any time, if the EVYFC deems it so.

Section 4 Resignation of Members

Members may resign from the EVYFC upon written notice to the Chairperson, Vice-chair, and/or the Continuum Coordinator.

Section 5 Replacement of Resigned Members

If the resigned member is a Required Member, the agency which they represent shall appoint the new member and their alternate. If the resigned member held any other

position on the Voting Board, the EVYFC shall appoint a qualified individual to replace them.

Section 6 Member Absenteeism & Removal

1) If a Voting Member is absent from three (3) consecutive meetings within a calendar year, and without sending an alternate or being excused by the Chairperson (or acting Chairperson) then the Member forfeits their membership. A new Member will be appointed by either the agency they represented, or by the EVYFC in accordance with these by-laws.

2) In the event a Voting Member is habitually out of order, habitually disrespectful to any other Members or staff, or otherwise constantly disruptive or ineffective to the point of rendering the board dysfunctional, the Member may be removed by a majority vote, without approval of the Torrance County Commission This member will be replaced in the same manner as above.

## Article V Chairmanship of the Board

The Chairperson and Vice-Chairperson of the Voting Board shall be elected by the Voting Board for 2-year terms. The Chairperson shall be responsible for establishing a quorum, keeping time, and maintaining order throughout the meeting. The Chairperson may call a Special Voting Board meeting, or a committee or subcommittee meeting to conduct business. The Vice-Chairperson shall be responsible for fulfilling the Chairperson's duties in their absence.

## Article VI Meetings of Members

Section 1 Conduct of Meetings

A. Meetings of the Board shall be presided over by the Chairperson of the Board. If the Chairperson is absent, the Vice-chairperson will preside. If both the Chairperson and Vice-Chairperson are absent, the Continuum Coordinator will preside.

B. Meetings may be held in the Torrance County Commission Chambers. A virtual meeting alternative will be made available for all meetings. These meetings will occur at least quarterly on the fourth Monday of the month. Meeting place may be changed with 72 hours' notice to all board

members, unless giving such notice is impossible due to unforeseen circumstances.

C. The Board shall follow Robert's Rules of Order.

D. All meetings will be conducted in conformance with the Open Meetings Act.

E. The Board shall adhere to the principles of the State Conduct Act.

Section 2 Attendance at Meetings

Due to the importance of the work to be completed by the Board, and to accomplish the Board's objectives in a timely manner, all Voting Members are strongly encouraged to attend all meetings. If a Member must be absent, the Member may send an alternate representative to attend in his/her place. This alternate representative must share the same area of expertise as the absent Member from the same agency. An alternate representative attending in place of a Voting Member shall be authorized to vote for the Voting Member. If at any time a Voting Member is absent from a meeting three (3) consecutive times in a year without an alternate representative or excused by the Chairperson (or acting Chairperson) then this Member has forfeited their membership and a replacement will be selected. In addition, Members may attend via virtual meeting to participate in discussion of agenda items, and vote.

Section 3 Quorum for Meetings

A quorum shall consist of four (4) Voting Members of the Board. The Board at any meeting at which a quorum of the Voting Members is not present shall take no action. No action may be taken outside of the publicized items on the agenda.

Section 4 Minutes for Meetings

Minutes will be recorded by the Juvenile Justice Continuum Coordinator (JJCC). In the event the JJCC is unable to attend the meeting, the JJCC will designate a qualified alternate to record the minutes. A copy will be distributed to Members for their review, before the meeting. After the minutes are approved, the Chairperson and/`or the Torrance County Board Member will sign and date them along with the person who recorded them.

Section 5 Majority Action of Estancia Valley Youth & Family Council Voting Board

A.) Every act or decision done or made by a majority of the voting members present at a meeting at which a quorum is present, is the act of the Voting Board.

B.) All grant applications, new programs, budgets, budget adjustments, and subcontracts are to be voted for approval by the EVYFC board members and recommendations are to may be made (by a majority vote) and presented to the Torrance County Commission for final approval.

Section 6 Board Committees

The work of the board will be done by Committees whose membership is comprised of Voting Members, or specially appointed committee members with special skills. The Chairperson will appoint individuals to the Committee, along with a leader of the Committee. Each committee will contain an odd number of members. The leader must give updates to the board at their regular scheduled meetings.

Section 7 Review of By-Laws

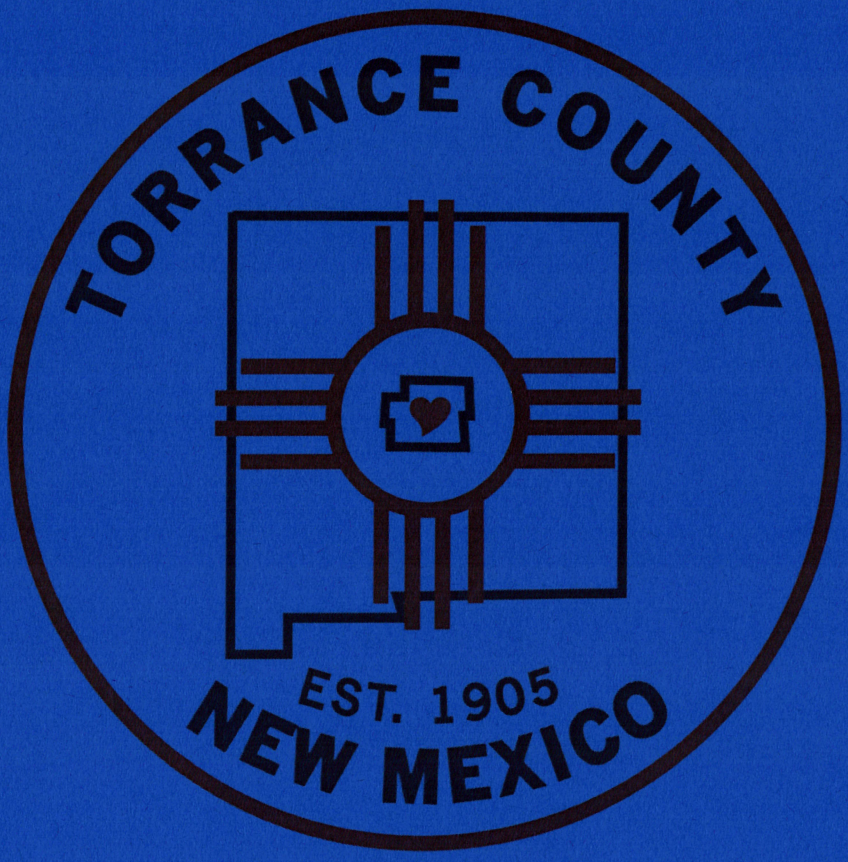
The Voting Board shall review these By-laws at a meeting designated for such purpose to determine whether any changes are necessary. This meeting should be held when the amended Bylaws are due for renewal.

By-laws of the Estancia Valley Youth & Family Council reviewed, approved and adopted by Board Action.

_____ _____

Date

Chair-Estancia Valley Youth & Family Council




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-J

**AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**
**between the**
**COUNTY OF TORRANCE**
**and the**
**ESTANCIA VALLEY SOLID WASTE AUTHORITY**

This AGREEMENT ("AGREEMENT") is hereby made and entered into by and between the County of Torrance ("the County"), and the Estancia Valley Solid Waste Authority ("EVSWA").

By mutual agreement of both parties, this agreement replaces the contract dated July 1, 2016, in its entirety.

WHEREAS, the Torrance County Solid Waste Management Ordinance No. 94-12 ("Ordinance"), authorizes the County to execute this AGREEMENT for a waste management system, to include account management, waste collection, and transportation of waste for recycling or disposal of solid waste generated in the unincorporated areas of the County;

WHEREAS, the EVSWA offers such a system for account management, collection and transportation of waste for recycling or disposal of solid waste generated in the unincorporated areas of the County; and,

WHEREAS, the procurement of publicly provided refuse collection services is exempt from the provisions of the Procurement Code;

Now, therefore, the Parties agree:

I. THE EVSWA SHALL provide solid waste collection and transportation services (collectively "Solid Waste Services") for County residents at EVSWA-staffed collection centers.

a. Level of Service - EVSWA shall staff and operate collection centers as listed in Exhibit 1.

b. To the extent practicable, considering market conditions for recycled materials and available airspace at the EVSWA landfill, EVSWA shall develop and implement the recycling and diversion of certain materials, including but not limited to cardboard, mixed paper, certain plastics, tin cans, aluminum cans, e-waste, metal and white goods, waste oil, automotive batteries and green waste.

c. EVSWA shall collect municipal solid waste ("MSW"), construction and demolition waste ("C&D"), and recyclable materials at the above collection centers and transport said materials to the Estancia Valley Regional Landfill ("EVRL") or appropriate recycling facility.

d. EVSWA may reject any material that may cause a danger to health and safety, any material not suitable for collection at a collection center, any material not within the scope of EVSWA's landfill permit or otherwise prohibited by law.

e. EVSWA shall develop policies and procedures for the provision of these Solid Waste Services, including but not limited to policies and procedures for the operation of collection centers, and grounds for refusing service. Grounds for refusing service shall include inability to prove an existing EVSWA account; abusive or belligerent language or threatening behavior at a collection center; and/or refusal to follow instructions as given by station operator or as posted.

f. EVSWA shall provide these Solid Waste Services in compliance with applicable laws and regulations, including those promulgated by the New Mexico Environment Department.

II. EVSWA SHALL collect the Solid Waste Management Fee from property owners of each residence located in the unincorporated area of the County and shall administer and account (collectively "Billing Services") such funds as follows:

a. Bill and collect all accounts liable for the Solid Waste Management Fees in various billing categories as specified by the Torrance County Commission.

b. Perform due diligence to maximize the number of active accounts, including maintaining current and accurate account information.

c. Provide customer service for account holders, including account payment options.

d. Collect accounts in arrears, including filing liens on behalf of the County pursuant to 3-36-1 through 3-36-7 NMSA 1978, filing claim of debts in accountholder bankruptcy cases, negotiating payment of accounts involved in litigation, and otherwise enforcing the County's or EWSWA's legal rights to collect moneys owing on accounts.

III. THE COUNTY SHALL provide to the EVSWA, for the term of this Agreement and at no charge to the EVSWA, the use of County property necessary for the operation of the Indian Hills, Tajique and Hills & Valleys Collection Centers.

IV. CONSIDERATION: EVSWA will provide the waste management system and related services as described herein. Following each quarterly billing cycle, EVSWA shall invoice the county for any shortfall not covered by county account revenues received in the month. Any revenue collected in excess of the cost incurred for providing services under this agreement shall remain within the EVSWA budget designated for the County and shall roll forward to the next month for future costs. Collected revenues include tip ticket revenues received by EVSWA under this county agreement.

V. Costs for disposal or recycling of solid waste generated by the waste management system are the responsibility of the County and are not covered by this agreement.

VI. NOTICES. Any communications affecting the operations covered by this AGREEMENT given by the EVSWA or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

a. To the County: Stephanie Reynolds, County Manager
PO Box 48
Estancia, NM 87016
(505) 384-5294 fax
jansley@tcnm.us

b. To the EVSWA: Danette Cabber, Executive Director or successor
515 Allen Street
P.O. BOX 736
Estancia, NM 87016
(505) 384-3062 fax
joseph@evswa.com

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

VII. TERM AND TERMINATION. This Agreement shall be effective November 30, 2026 and shall terminate on December 31, 2031

a. Either the County or EVSWA may terminate this AGREEMENT without cause upon one hundred eighty (180) days written notice to the other party.

b. Default by the EVSWA. If the EVSWA fails to comply with any terms, conditions, requirement or provisions of this AGREEMENT, the County shall notify the EVSWA in writing of such default and, should the EVSWA not remedy such default within thirty (30) days after receiving written notice of the default or within such a longer period of time specified in writing by the County for remedying the default, or unless the County otherwise has waived the default, the County may terminate the AGREEMENT immediately following the end of the time period for remedial action; provided, however, that where any default other than the payment of money cannot reasonably be cured within such 30-day or longer specified period, if the EVSWA shall proceed promptly to cure the same and shall prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time not to exceed ninety (90) days as may be necessary to complete such cure.

c. Default by the County. If the County fails to comply with any terms, conditions, requirement or provisions of the AGREEMENT, the EVSWA shall notify the County in writing of such default and, should the County not remedy such default within thirty (30) days after receiving written notice of the default or within such a longer period of time specified in writing by the EVSWA for remedying the default, or unless the EVSWA otherwise has waived the default, the EVSWA may terminate the

AGREEMENT immediately following the end of the time period for remedial action; provided, however, that where any default other than the payment of money cannot reasonably be cured within such a 30-day or longer specified period, if the County shall proceed promptly to cure the same and shall prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time not to exceed ninety (90) day as may be necessary to complete such cure.

d. If, during the term of this AGREEMENT, the EVSWA or any of its officers, employees or agents commit fraud, embezzlement or other serious misuse of Solid Waste Management Fee funds, the County may terminate this AGREEMENT immediately upon written notice to the EVSWA.

e. Force Majeure. Neither party shall be in default under this AGREEMENT if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by any event outside the reasonable control of the Party that could not have been avoided or overcome by that Party's exercise of reasonable care and due diligence and shall include without limitation the following: strike, lockout, concerted act of workers or other industrial disturbance; fire, explosion, flood, blizzard, extreme weather conditions or other natural catastrophe; epidemic or pandemic; civil disturbance, riot or armed conflict (whether declared or undeclared); acts of terrorism; curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy or utilities; accident; act of God; delay(s) or failure of performance of contractor(s) or vendor(s) due to events affecting such contractor or vendor that is outside of its control and not due to its negligence; sufferance of or voluntary compliance with act of government and government regulations and/or orders (whether or not valid); delays(s) in obtaining a license, permit or other governmental authorization necessary to a Party's activities hereunder; embargo; and machinery or equipment breakdown. Such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay.

By the methods of termination provided in this section, neither party may avoid obligations already incurred for the performance or failure to perform prior to the date of termination.

VIII. TERMINATION MANAGEMENT: If this AGREEMENT is terminated pursuant to the provisions of this AGREEMENT or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the AGREEMENT, immediately upon receipt by either the County or the EVSWA of written notice of termination the EVSWA shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds necessary under this AGREEMENT without the written approval of

the County; and 2) prepare a final closing of the financial records and books of accounts which were required to be kept by the EVSWA under this AGREEMENT.

IX. ASSIGNMENT: The EVSWA shall not assign or transfer any interest in this AGREEMENT or assign any claims for money due or to become due under this AGREEMENT without the prior written approval of the County.

X. SUBCONTRACTING: The EVSWA shall not subcontract any portion of the services to be performed under this AGREEMENT without the prior written approval of the County. The EVSWA must provide a copy of all approved subcontracts and any amendments to the County.

XI. RECORDS AND FINANCIAL AUDIT: The EVSWA shall maintain detailed financial records and retain them for the term of this AGREEMENT or as required by law, whichever is greater.

XII. LIABILITY. As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this AGREEMENT, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

XIII. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.

XIV. AMENDMENT: This AGREEMENT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XV. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this AGREEMENT. In witness whereof, the parties hereto have executed this AGREEMENT as of the last date written below.

**TORRANCE COUNTY**

BY:_____

NAME: RYAN SCHWEBACH

TITLE: CHAIR, TORRANCE COUNTY BOARD OF COMMISSIONERS

DATE:_____

**EVSWA**

BY:_____

NAME: TED HART

TITLE: VICE-CHAIR, EVSWA BOARD OF DIRECTORS

DATE:_____

**Exhibit 1: Level of Service**

EVSWA will maintain a level of service for the collection, hauling, and disposal of allowable waste and recyclables, according to the following schedule:

1. Northern Collection Station, 1588 Salt Missions Trail, Moriarty, New Mexico, open seven days per week.
2. Indian Hills Collection Station, 300 Lexco Road, open three days per week.
3. Hills & Valleys Collection Station, 90 A-102, open three days per week.
4. Tajique Collection Station, 8636-A Hwy 55 , open three days per week.
5. Central Collection Station, 903-D N 5th Street, Estancia, New Mexico open three days per week.
6. Punta de Agua Collection Station, 351 Mailman Run at Hwy 55, open two days per week.
7. Southern Collection Station, 20330 Hwy 60, open two days per week.
8. Duran Collection Station, East Avenue & 2nd Street, Duran, New Mexico, open two half-days per month.
9.
10. 4837-2716-4976, v. 1

**AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**
**between the**
**COUNTY OF TORRANCE**
**and the**
**ESTANCIA VALLEY SOLID WASTE AUTHORITY**

This AGREEMENT ("AGREEMENT") is hereby made and entered into by and between the County of Torrance ("the County"), and the Estancia Valley Solid Waste Authority ("EVSWA").

By mutual agreement of both parties, this agreement replaces the contract dated July 1, 2016, ~~June 5, 2014~~, in its entirety.

WHEREAS, the Torrance County Solid Waste Management Ordinance No. 94-12 ("Ordinance"), authorizes the County to execute this AGREEMENT for a waste management system, to include account management, waste collection, and transportation of waste for recycling or disposal of solid waste generated in the unincorporated areas of the County;

WHEREAS, the EVSWA offers such a system for account management, collection and transportation of waste for recycling or disposal of solid waste generated in the unincorporated areas of the County; and,

WHEREAS, the procurement of publicly provided refuse collection services is exempt from the provisions of the Procurement Code;

Now, therefore, the Parties agree:

I. THE EVSWA SHALL provide solid waste collection and transportation services (collectively "Solid Waste Services") for County residents at EVSWA-staffed collection centers.

a. Level of Service - EVSWA shall staff and operate collection centers as listed in Exhibit 1.

b. To the extent practicable, considering market conditions for recycled materials and available airspace at the EVSWA landfill, EVSWA shall develop and implement the recycling and diversion of certain materials, including but not limited to cardboard, mixed paper, certain plastics, tin cans, aluminum cans, e-waste, metal and white goods, waste oil, automotive batteries and green waste.

c. EVSWA shall collect municipal solid waste ("MSW"), construction and demolition waste ("C&D"), and recyclable materials at the above collection centers and transport said materials to the Estancia Valley Regional Landfill ("EVRL") or appropriate recycling facility.

d. EVSWA may reject any material that may cause a danger to health and safety, any material not suitable for collection at a collection center, any material not within the scope of EVSWA's landfill permit or otherwise prohibited by law.

e. EVSWA shall develop policies and procedures for the provision of these Solid Waste Services, including but not limited to policies and procedures for the operation of collection centers, and grounds for refusing service. Grounds for refusing service shall include inability to prove an existing EVSWA account; abusive or belligerent language or threatening behavior at a collection center; and/or refusal to follow instructions as given by station operator or as posted.

f. EVSWA shall provide these Solid Waste Services in compliance with applicable laws and regulations, including those promulgated by the New Mexico Environment Department.

II. EVSWA SHALL collect the Solid Waste Management Fee from property owners of each residence located in the unincorporated area of the County and shall administer and account (collectively "Billing Services") such funds as follows:

a. Bill and collect all accounts liable for the Solid Waste Management Fees in various billing categories as specified by the Torrance County Commission.

b. Perform due diligence to maximize the number of active accounts, including maintaining current and accurate account information.

c. Provide customer service for account holders, including account payment options.

d. Collect accounts in arrears, including filing liens on behalf of the County pursuant to 3-36-1 through 3-36-7 NMSA 1978, filing claim of debts in accountholder bankruptcy cases, negotiating payment of accounts involved in litigation, and otherwise enforcing the County's or EWSWA's legal rights to collect moneys owing on accounts.

III. THE COUNTY SHALL provide to the EVSWA, for the term of this Agreement and at no charge to the EVSWA, the use of County property necessary for the operation of the Indian Hills, Tajique and Hills & Valleys Collection Centers.

IV. CONSIDERATION: EVSWA will provide ~~deliver~~ the waste management system and related services as described herein ~~as provided herein at a cost of $200,000 per calendar quarter.~~ . Following each quarterly billing cycle, EVSWA shall invoice the county for any shortfall not covered by county account revenues received in the month ~~quarter~~. Any revenues collected in excess of the cost incurred for providing services under this agreement shall remain within the EVSWA budget designated for the County and shall roll forward to the next month to offset future costs. ~~If collected revenues exceed $200,000 for the quarter, EVSWA shall remit the excess revenues to the county.~~ Collected revenues include tip ticket revenues received by EVSWA under this county agreement.~~monies generated by EVSWA rolloff rentals~~.

V. Costs for disposal or recycling of solid waste generated by the waste management system are the responsibility of the County and are not covered by this agreement.

VI. NOTICES. Any communications affecting the operations covered by this AGREEMENT given by the EVSWA or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

a. To the County: Stephanie Reynolds~~Joy Ansley~~, County Manager
PO Box 48
Estancia, NM 87016
(505) 384-5294 fax
jansley@tcnm.us

b. To the EVSWA: Danette Cabber~~Joseph Ellis~~, Executive Director ~~Manager~~ or ~~his~~ successor
515 Allen Street
P.O. BOX 736
Estancia, NM 87016
(505) 384-3062 fax
joseph@evswa.com

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

VII. TERM AND TERMINATION. This Agreement shall be effective November 30, 2026 ~~July 1, 2016~~ and shall terminate on December 31, 2031 ~~June 30, 2021.~~

a. Either the County or EVSWA may terminate this AGREEMENT without cause upon one hundred eighty (180) days written notice to the other party.

b. Default by the EVSWA. If the EVSWA fails to comply with any terms, conditions, requirement or provisions of this AGREEMENT, the County shall notify the EVSWA in writing of such default and, should the EVSWA not remedy such default within thirty (30) days after receiving written notice of the default or within such a longer period of time specified in writing by the County for remedying the default, or unless the County otherwise has waived the default, the County may terminate the AGREEMENT immediately following the end of the time period for remedial action; provided, however, that where any default other than the payment of money cannot reasonably be cured within such 30-day or longer specified period, if the EVSWA shall proceed promptly to cure the same and shall prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time not to exceed ninety (90) days as may be necessary to complete such cure.

c. Default by the County. If the County fails to comply with any terms, conditions, requirement or provisions of the AGREEMENT, the EVSWA shall notify the County in writing of such default and, should the County not remedy such default within thirty (30) days after receiving written notice of the default or within such a longer period of time specified in writing by the EVSWA for remedying the default, or

unless the EVSWA otherwise has waived the default, the EVSWA may terminate the AGREEMENT immediately following the end of the time period for remedial action; provided, however, that where any default other than the payment of money cannot reasonably be cured within such a 30-day or longer specified period, if the County shall proceed promptly to cure the same and shall prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time not to exceed ninety (90) day as may be necessary to complete such cure.

d. If, during the term of this AGREEMENT, the EVSWA or any of its officers, employees or agents commit fraud, embezzlement or other serious misuse of Solid Waste Management Fee funds, the County may terminate this AGREEMENT immediately upon written notice to the EVSWA.

e. Force Majeure. Neither party shall be in default under this AGREEMENT if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by any event outside the reasonable control of the Party that could not have been avoided or overcome by that Party's exercise of reasonable care and due diligence and shall include without limitation the following: strike, lockout, concerted act of workers or other industrial disturbance; fire, explosion, flood, blizzard, extreme weather conditions or other natural catastrophe; epidemic or pandemic; civil disturbance, riot or armed conflict (whether declared or undeclared); acts of terrorism; curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy or utilities; accident; act of God; delay(s) or failure of performance of contractor(s) or vendor(s) due to events affecting such contractor or vendor that is outside of its control and not due to its negligence; sufferance of or voluntary compliance with act of government and government regulations and/or orders (whether or not valid); delays(s) in obtaining a license, permit or other governmental authorization necessary to a Party's activities hereunder; embargo; and machinery or equipment breakdown. Such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay.

By the methods of termination provided in this section, neither party may avoid obligations already incurred for the performance or failure to perform prior to the date of termination.

VIII. TERMINATION MANAGEMENT: If this AGREEMENT is terminated pursuant to the provisions of this AGREEMENT or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the AGREEMENT, immediately upon receipt by either the County or the EVSWA of written notice of termination the EVSWA shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds necessary under this AGREEMENT without the written approval of

the County; and 2) prepare a final closing of the financial records and books of accounts which were required to be kept by the EVSWA under this AGREEMENT.

IX. ASSIGNMENT: The EVSWA shall not assign or transfer any interest in this AGREEMENT or assign any claims for money due or to become due under this AGREEMENT without the prior written approval of the County.

X. SUBCONTRACTING: The EVSWA shall not subcontract any portion of the services to be performed under this AGREEMENT without the prior written approval of the County. The EVSWA must provide a copy of all approved subcontracts and any amendments to the County.

XI. RECORDS AND FINANCIAL AUDIT: The EVSWA shall maintain detailed financial records and retain them for the term of this AGREEMENT or as required by law, whichever is greater.

XII. LIABILITY. As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this AGREEMENT, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

XIII. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.

XIV. AMENDMENT: This AGREEMENT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XV. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this AGREEMENT. In witness whereof, the parties hereto have executed this AGREEMENT as of the last date written below.

**TORRANCE COUNTY**

BY:_____

NAME: RYAN SCHWEBACH ~~LEROY M. CANDELARIA~~

TITLE: CHAIR, TORRANCE COUNTY BOARD OF COMMISSIONERS

DATE:_____

**EVSWA**

BY:_____

NAME: TED HART ~~DAVID SALINE~~

TITLE: VICE-CHAIR, EVSWA BOARD OF DIRECTORS

DATE:_____

**Exhibit 1: Level of Service**

EVSWA will maintain a level of service for the collection, hauling, and disposal of allowable waste and recyclables, according to the following schedule:

1. Northern Collection Station, 1588 Salt Missions Trail, Moriarty, New Mexico, open seven days per week.
2. Indian Hills Collection Station, 300 Lexco Road, open three days per week.
3. Hills & Valleys Collection Station, 90 A-102, open three days per week.
4. Tajique Collection Station, 8636-A Hwy 55 , open three days per week.
5. Central Collection Station, 903-D N 5th Street, Estancia, New Mexico open three days per week.
6. Punta de Agua Collection Station, 351 Mailman Run at Hwy 55, open two days per week.
7. Southern Collection Station, 20330 Hwy 60, open two days per week.
8. Duran Collection Station, East Avenue & 2nd Street, Duran, New Mexico, open two half-days per month.
9.
10. 4837-2716-4976, v. 1




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-K

Bruckner's TRUCK & EQUIPMENT
8101 DAYTONA RD. NW.
ALBUQUERQUE, NM 87121
P: (505) 839-5900
www.brucknertruck.com

SERVICE INVOICE: RA112015352:01
REFERENCE: 20755156
Tag Number: 4886
Customer Unit#: RD20

BILL TO
TORRANCE COUNTY ROAD DEPARTMENT - 181352
PO BOX 48
ALBUQUERQUE NM 87106
P: 384-2254

CUSTOMER
TORRANCE COUNTY ROAD DEPARTMENT - 181352
PO BOX 48
ALBUQUERQUE NM 87106
P: 384-2254

**SERVICE INVOICE: RA112015352:01**

**REFERENCE: 20755156**

| DATE ARRIVED | DATE INVOICE | SALES TYPE | ADVISOR | TERMS | CUSTOMER PO# |
|---|---|---|---|---|---|
| 4/23/2026 | 4/29/2026 | SRM | J McGuire | CB | 26-01649 |

| YEAR | MAKE | MODEL | VIN | ENGINE HOURS | IN SERVICE | Component Serial # | ODOMETER |
|---|---|---|---|---|---|---|---|
| 2016 | MACK | 700 | 1M1AX09Y5GM027609 | 0 | 12/28/2016 | | 158031 |

**Sold Operations**

**JOB #1 279** **CHECK CAUSE OF CHECK ENGINE LIGHT BEING ON**

COMPLAINT: CHECK & ADVISE CEL - AHI FAULT - ADVANCED DIAG

CAUSE

CORRECTION: CONFIRMED CONCERN WITH ACTIVE CODES P2698 AND SPN 3556 FOR THE AHI DOSING SYSTEM. PERFORMED TESTS AS PER GD AND FOUND PRESSURE BLEEDING OFF IN THE AHI MODULE. WILL NEED TO REPLACE THE AHI MODULE AND RELATED COMPONENTS. REMOVED AND REPLACED AHI MODULE, 7TH INJECTOR, AIR DRYER CARTRIDGE, AND PRESSURE REGULATOR. TRUCK PASSED AHI AFTERTREATMENT TEST, DROVE UNIT AROUND LOT, NO DTCS. TRUCK IS LEAKING AIR, COMING FROM A RUBBED THROUGH HOSE UNDER AIR DRYER BUT STILL PASSES DOT STANDARDS.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|---|---|---|---|---|
| | LABOR 279 | CHECK & ADVISE CEL - AHI FAULT | | 1,290.00 |
| 1 | 112V/21620181 | FILTER KIT | 232.81 | 232.81 |
| 1 | 112M/24225267 | INJECTOR | 196.94 | 196.94 |
| 1 | 112M/23185531 | MODULE | 683.46 | 683.46 |
| 1 | 112M/21243502 | PRESSURE REGULATOR | 308.75 | 308.75 |

Prepay: $0.00 Parts: $1,421.96 Labor: $1,290.00 FRT: $0.00 Misc: $0.00 Sublet: $0.00 $2,711.96

## Sold Operations (Cont.)

### JOB #2 800 SERVICE - GENERAL MISC REPAIR

COMPLAINT CHECK & ADVISE SPEEDO IRRATIC - ADVANCED DIAG

CAUSE

CORRECTION CONFIRMED CONCERN WITH THE SPEEDOMETER DROPPING OUT DURING THE TEST DRIVE. FOUND THE TRANSMISSION OUTPUT SHAFT LOOSE AND LEAKING. WILL NEED TO REPLACE THE SEALS AND TIGHTEN THE YOKE TO KEEP THE TONE RING FROM SLIPPING.REMOVED DRIVESHAFT, TRANSMISSION OUTPUT YOKE, OUTPUT COVER. REPLACED OUTPUT SHAFT SEAL. REMOVED GASKET, CLEANED SURFACES. REMOVED OLD SPEED SENSOR. REPLACED OUTPUT SHAFT COVER GASKET, REATTACHED REMOVED COMPONENTS, CLEANED OIL RESIDUE, INSTALLED NEW SENSOR, NEW YOKE BOLT, ATTACHED DRIVESHAFT.

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|---|---|---|---|---|
| 1 | 112M/25623778 | OIL SEAL RING | 64.84 | 64.84 |
| 1 | 112M/21078767 | HEXAGON SCREW | 34.71 | 34.71 |
| 1 | 112M/25166488 | SENSOR | 101.97 | 101.97 |
| 2 | 112M/85132551 | U-JOINT KIT | 17.32 | 34.64 |
| 2 | 112X/4820-ABQ | PENRAY BRAKE CLEANER 12/19OZ | 2.99 | 5.98 |
| 1 | 112M/25501461 | GASKET | 44.93 | 44.93 |
| 1 | FRT | FREIGHT PA112035082 | 50.00 | 50.00 |
| | LABOR 800 | CHECK & ADVISE SPEEDO IRRATIC | | 1,290.00 |

Prepay: $0.00 Parts: $287.07 Labor: $1,290.00 FRT: $50.00 Misc: $0.00 Sublet: $0.00 $1,627.07

### JOB #3 530 SERVICE - REPAIR AIR LEAKS

COMPLAINT CHECK AND ADVISE ON AIR LEAKS -

CAUSE

CORRECTION

| QTY | ITEM | DESCRIPTION | UNIT PRICE | EXTD PRICE |
|---|---|---|---|---|
| | LABOR 530 | CHECK AND ADVISE ON AIR LEAKS | | 215.00 |
| 1 | 112X/017910 | UNION PUSH-LOCK 1/4 | 11.72 | 11.72 |
| 1 | 112M/3679-PF00054 | PKR PTCR DOT EL 90DEG -4 | 19.56 | 19.56 |

Prepay: $0.00 Parts: $31.28 Labor: $215.00 FRT: $0.00 Misc: $0.00 Sublet: $0.00 $246.28

**Sold Operations Totals** **Prepay: $0.00 Parts: $1,740.31 Labor: $2,795.00 FRT:$50.00 Misc: $0.00 Sub $4,585.31**

DISCLAIMER OF WARRANTIES
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY MANUFACTURER, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BRUCKNER TRUCK SALES, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE ADMINISTRATOR OR WAGE AND HOUR DIVISION ISSUED UNDER SECTION 14 THEREOF.

X _____

SIGNATURE OF PERSON RESPONSIBLE OR AGENT OR PERSON RESPONSIBLE FOR PAYMENT

| | ESTIMATED | BILLED |
|---|---|---|
| LABOR | | $2,795.00 |
| PARTS | | $1,740.31 |
| MISC | | $0.00 |
| FREIGHT | | $50.00 |
| SUBLET | | $0.00 |
| PREPAY | | $0.00 |
| **SUBTOTAL** | | **$4,585.31** |
| SHOP SUPPLIES | | $279.50 |
| MISC SUPPLIES | | $0.00 |
| TAX | | $234.43 |
| **TOTAL** | | **$5,099.24** |

Please Remit Payment to:
Bruckner's Truck & Equipment
Corporate Billing LLC
Dept 100 P.O. Box 830604
Birmingham, AL 35283




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-L

**Harts Trustworthy Hardware**
PO Box 2459
1411 Route 66
Moriarty, NM 87035
(505) 832-6883 Fax: (505) 832-1680

# STATEMENT

Statement Date: **09/28/2026**

**Terms: Net 15th**

**Account #: 33**

**TORRANCE COUNTY**
PO BOX 48
ESTANCIA, NM 87016

| | Date | Trans Num | PO | Due Date | Amount | Adjustments | Applied | Inv Balance |
|---|---|---|---|---|---|---|---|---|
| Fire | 01/27/2026 | B634605 | 26-00205 | 02/15/2026 | $34.92 | $0.00 | $0.00 | $34.92 |
| Road | 03/04/2026 | B639241 | SHOP RD 1 | 04/15/2026 | $127.07 | $0.00 | $0.00 | $127.07 |
| Fire | 03/25/2026 | A627127 | #26-00205 | 04/15/2026 | $77.95 | $0.00 | $0.00 | $77.95 |
| | 03/31/2026 | FCH96456 | Finance Charge | 04/15/2026 | $0.00 | $8.50 | $0.00 | $8.50 |
| Fire | 04/06/2026 | B643485 | 26-00207 | 05/15/2026 | $20.38 | $0.00 | $0.00 | $20.38 |
| Fire | 04/06/2026 | B643550 | 26-00207 | 05/15/2026 | $239.84 | $0.00 | $0.00 | $239.84 |
| Road | 05/18/2026 | A630183 | 20491 | 06/15/2026 | $87.23 | $0.00 | $0.00 | $87.23 |
| | 07/31/2026 | FCH98369 | Finance Charge | 08/15/2026 | $0.00 | $8.69 | $0.00 | $8.69 |
| Fire | 08/12/2026 | B662728 | 27-00095 | 09/15/2026 | $73.43 | $0.00 | $0.00 | $73.43 |
| Road | 08/27/2026 | B665014 | P 9 | 09/15/2026 | $28.99 | $0.00 | $0.00 | $28.99 |
| | 08/31/2026 | FCH98893 | Finance Charge | 09/15/2026 | $0.00 | $8.69 | $0.00 | $8.69 |
| | ~~09/02/2026~~ | ~~B665947~~ | ~~2700418~~ | ~~10/15/2026~~ | ~~$177.60~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$177.60~~ |
| | ~~09/02/2026~~ | ~~B665948~~ | ~~2700419~~ | ~~10/15/2026~~ | ~~$25.98~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$25.98~~ |
| Fire | 09/22/2026 | B668830 | 27-00095 | 10/15/2026 | $33.96 | $0.00 | $0.00 | $33.96 |
| | | | | **Totals:** | **$927.35** | **$25.88** | **$0.00** | **$953.23** |

## Aging Report by Due Date

| | |
|---|---|
| **PAST DUE:** | **$707.91** |
| Current: | $237.54 |
| 1 to 30 Days: | $111.11 |
| 31 to 60 Days: | $8.69 |
| 61 to 90 Days: | $0.00 |
| Over 90 Days: | $588.11 |

## Account Summary

| | |
|---|---|
| **Pending Payments:** | **$7.78** |
| **Repair Balance Due:** | **$0.00** |
| **Layaway Balance Due:** | **$0.00** |

Last Payment: 09/23/2026 for $51.04

## Total Invoices Due:

**$945.45**



**Invoices attached**

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6893

Transaction#: B634601
Associate: APRIL
Date: 03/27/2026 Time: 10:24:38 AM

Due Date: 03/15/2026

*** SALE ***

PO: 26-00205

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.41 N $7.38
BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.19 N $3.42
BOLTS AND FASTENERS - 3007
18.00 EACH @ $0.23 N $4.14
1" x 1-1/4 Zinc Hex Washe-03287460
1.00 EACH @ $9.99 N $9.99
3/4 X 3/4 LATH SDS 1# - 2926004
1.00 EACH @ $9.99 N $9.99

Subtotal: $34.92
TAX EXEMPT
TOTAL: $34.92

INVOICE: $34.92
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)
DIST 2-maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

Fine

(X)
Road Dept

Thank You!
NO RETURNS AFTER 30 DAYS!

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6893

Transaction#: B634241
Associate: RYAN
Date: 03/25/2026 Time: 11:56:15 AM

Due Date: 04/15/2026

*** SALE ***

PO: #26-00205

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

2" BRASS BALL VALVE - 6472435
1.00 EACH @ $67.99 N $67.99
1/4 GALV 90 DEG ELL - 6130684
1.00 EACH @ $2.39 N $2.39
736113-0232 NIPPLE 1/8 X-9628444
1.00 EACH @ $2.99 N $2.99
1/4X1/8 GALV BUSHING - 61[illegible]
1.00 EACH @ $1.79 N $1.79
736113-0224 NIPPLE 1/8X1 -1495647
1.00 EACH @ $2.79 N $2.79

Subtotal: $77.95
TAX EXEMPT
TOTAL: $77.95

INVOICE: $77.95
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

(X)
DIST 2-maintenance & repairs

Thank You!
No Returns after 30 days

Fine

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6893

Transaction#: B636241
Associate: APRIL
Date: 3/04/2026 Time: 11:31:21 AM

Due Date: 04/15/2026

*** SALE ***

PO: SHOP RD 1

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

6525676 50:1 FUEL/OIL [illegible]
1.00 EACH @ $25.99 N $25.99
5/16 NUT 100CT -
1.00 EACH @ $8.79 N $8.79
5/16X3 CARRIAGE BOLTS
1.00 EACH @ $39.99 N $39.99
03872 NO. 8 FLAT WASHERS -
1.00 EACH @ $5.59 N $5.59
10-24 NUTS BOOX -
1.00 EACH @ $6.59 N $6.59
BOLTS AND FASTENERS - 3007
50.00 EACH @ $0.33 N $16.00
BOLTS AND FASTENERS - 3007
65.00 EACH @ $0.19 N $12.35
RED TOOL 997 - REI
1.00 EACH @ $11.97 N $11.97

Subtotal: $127.07
TAX EXEMPT
TOTAL: $127.07

INVOICE: $127.07
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Road

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6893

Transaction#: B643485
Associate: APRIL
Date: 04/06/2026 Time: 09:5[illegible]:35 AM

Due Date: 05/15/2026

*** SALE ***

PO: 26-00207

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

DISINFECTING WIPES FRESH-90[illegible]14oz
2.00 EACH @ $7.89 N $15.78
BOLTS AND FASTENERS - 3007
2.00 EACH @ $0.95 N $1.9[illegible]
BOLTS AND FASTENERS - 3007
2.00 EACH @ $0.47 N $0.94
BOLTS AND FASTENERS - 3007
4.00 EACH @ $0.59 N $2.36

Subtotal: $20.38
TAX EXEMPT
TOTAL: $20.38

INVOICE: $20.38
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Fine



prt09282026134728

Mike Zuber
501 ST 2

X
maintenance & repairs

Thank You!
NO RETURN AFTER 30 DAYS!

Cont.

FIRE

RM P 1

X
Road Dept

Thank You!
No Returns after 30 days

Road Cont

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: 8662728
Associate: Alex C
Date: 08/12/2026 Time: 11:39:49 AM

Due Date: 09/15/2026

*** SALE ***

PO: 2[illegible]095

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

12OZ Minimal Exp Foam - 466037
2.00 EACH @ $7.99 N $15.98
13010 LEXEL CLR CAULK 8188195
5.00 EACH @ $11.49 N $57.45

Subtotal: $73.43
TAX EXEMPT
TOTAL: $73.43

INVOICE: $73.43
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Mike Zuber
501

(X)
dist 3 maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

FIRE

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty NM 87035
505-832-6883

Transaction#: A[illegible]0183
Associate: Alex C
Date: 07/18/2026 Time: 12:15:21 PM

Due Date: 08/15/2026

*** SALE ***

PO: [illegible]491

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

SATIN CLEAR/TINT BASE GIL 2858884
1.00 EACH @ $52.99 N $52.99
CHECK VALVE PVC 1/2FIP 6462444
1.00 EACH @ $4.29 N $4.29
ROLLER COVER FBRC 6PK 4X1-4596102
1.00 BALE @ $7.99 N $7.99
TY-BOY WOOD BRISTLE BRUSH-6063515
2.00 EACH @ $4.99 N $9.98
ROLLER FRAME 4-1/2 TO 5-1-8121287
2.00 EACH @ $5.99 N $11.98

Subtotal: $87.23
TAX EXEMPT
TOTAL: $87.23

INVOICE: $87.23
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Road

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: 8665014
Associate: APRIL
Date: 08/27/2026 Time: 01:17:59 PM

Due Date: 09/15/2026

*** SALE ***

PO: P 9

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

2" Combo Padlock 130250
1.00 EACH @ $28.99 N $28.99

Subtotal: $28.99
TAX EXEMPT
TOTAL: $28.99

INVOICE: $28.99
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances



prt09282026134728

(X)
Road Dept

Thank You!
NO RETURNS AFTER 30 DAYS!

Roads

(X)
ADMIN- maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

Facilities

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B665947
Associate: MADISON
Date: 09/02/2026 Time: 08:39:50 AM

Due Date: 10/15/2026

*** SALE ***

PO: 2700419

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

TUBE LIGHT LED T8 4OCT 18-8578643
2.00 EACH @ $88.80 N $177.60

Subtotal: $177.60
TAX EXEMPT
TOTAL: $177.60

INVOICE: $177.60
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Pd

(X)
DIST 1-maintenance & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

Fire

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B668930
Associate: MADISON
Date: 09/22/2026 Time: 08:57:09 AM

Due Date: 10/15/2026

*** SALE ***

PO: 27-00095

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

014-0423 PRF COIL CHN1/4-6323041
3.00 FOOT @ $3.322 N $9.97
175D RESET COMB PADLOCK 1-6903660
1.00 CARD @ $23.99 N $23.99

Subtotal: $33.96
TAX EXEMPT
TOTAL: $33.96

INVOICE: $33.96
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

DIST 5

(X)
DIST 5 fire dept maint & repairs

Thank You!
NO RETURNS AFTER 30 DAYS!

Fire

Harts Hardware
1411 Route 66 / PO Box 2459
Moriarty, NM 87035
(505) 832-6883

Transaction#: B665948
Associate: MADISON
Date: 09/02/2026 Time: 08:39:50 AM

Due Date: 10/15/2026

*** SALE ***

PO: 2700419

Bill To:
Customer # 33
TORRANCE COUNTY
PO BOX 48
ESTANCIA, NM 87016

GE2PK 40W Day Flue Bulb - 7876899
2.00 EACH @ $12.99 N $25.98

Subtotal: $25.98
TAX EXEMPT
TOTAL: $25.98

INVOICE: $25.98
CHANGE: $0.00

A Minimum Finance Charge of
$1.00 or 1.5% per month
applies to all past due balances

Pd




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 8-M

'26 SEP 17 7:45

T-Mobile

**T-Mobile USA, Inc.**
**ATTN:** Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
**Tax ID:** 91-1983600
**Questions:** lealinvoicing@t-mobile.com
Link to portal

**Invoice Number:** L2511290081
**Invoice Date:** 11/29/2025
**Tracking ID:** 2025-0127318
**Legal Order Signatory Date:** 10/27/2025
**Legal Order Type:** Search Warrant
**Case Number:** 6126
**LER Account Number:** 2004047
**Amount Due:** $50.00

Account Number: 2004047
To: TORRANCE COUNTY SHERIFF - NM
ATTN: ACCOUNTS PAYABLE
903 5TH ST
ESTANCIA, NM 87016-1155

These are optional fields for the submitter of the request.
**Transaction Attention To:** ACCOUNTS PAYABLE
**Requesting Agent:** Kent Ballard

**Payment Terms:** Due Upon Receipt



| Line Item | Description | Target Identifier | Target Value | Start Date | End Date | Amount |
|---|---|---|---|---|---|---|
| 1 | Time Difference of Arrival (TDOA) | MSISDN | 5xx.xxx.6126 | 09/28/2025 | 10/02/2025 | $50.00 |
| | | | | | TOTAL | **$50.00** |

**Make Checks Payable To:** T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
**SAM Cage Code:** 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal

'26 SEP 17 7:45AM

T-Mobile

**T-Mobile USA, Inc.**
**ATTN:** Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
**Tax ID:** 91-1983600
**Questions:** lealinvoicing@t-mobile.com
Link to portal

**Invoice Number:** L2511290219
**Invoice Date:** 11/29/2025
**Tracking ID:** 2025-0149862
**Legal Order Signatory Date:** 11/12/2025
**Legal Order Type:** Search Warrant
**Case Number:** D-722SW2025-01
**LER Account Number:** 2004047
**Amount Due:** $50.00

Account Number: 2004047
To: TORRANCE COUNTY SHERIFF - NM
ATTN: ACCOUNTS PAYABLE
903 5TH ST
ESTANCIA, NM 87016-1155

These are optional fields for the submitter of the request.
**Transaction Attention To:** ACCOUNTS PAYABLE
**Requesting Agent:** Kent Ballard

**Payment Terms:** Due Upon Receipt



| Line Item | Description | Target Identifier | Target Value | Start Date | End Date | Amount |
|---|---|---|---|---|---|---|
| 1 | Time Difference of Arrival (TDOA) | MSISDN | 5xx.xxx.9912 | 10/14/2025 | 11/11/2025 | $50.00 |
| | | | | | TOTAL | $50.00 |

**Make Checks Payable To:** T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
**SAM Cage Code:** 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal

'26 SEP 17 7:44

T-Mobile

**T-Mobile USA, Inc.**
**ATTN:** Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
**Tax ID:** 91-1983600
**Questions:** leainvoicing@t-mobile.com
Link to portal

**Invoice Number:** L2511290201
**Invoice Date:** 11/29/2025
**Tracking ID:** 2025-0127320
**Legal Order Signatory Date:** 10/24/2025
**Legal Order Type:** Search Warrant
**Case Number:** D-722-SW-2025-01
**LER Account Number:** 2004047
**Amount Due:** $50.00

Account Number: 2004047
To: TORRANCE COUNTY SHERIFF - NM
ATTN: ACCOUNTS PAYABLE
903 5TH ST
ESTANCIA, NM 87016-1155

These are optional fields for the submitter of the request.
**Transaction Attention To:** ACCOUNTS PAYABLE
**Requesting Agent:** Kent Ballard

**Payment Terms:** Due Upon Receipt



| Line Item | Description | Target Identifier | Target Value | Start Date | End Date | Amount |
|---|---|---|---|---|---|---|
| 1 | Time Difference of Arrival (TDOA) | MSISDN | 5xx.xxx.1723 | 10/01/2025 | 10/21/2025 | $50.00 |
| | | | | | TOTAL | $50.00 |

**Make Checks Payable To:** T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
**SAM Cage Code:** 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal

'26SEP17 7:44

T-Mobile

**T-Mobile USA, Inc.**
**ATTN:** Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
**Tax ID:** 91-1983600
**Questions:** leainvoicing@t-mobile.com
Link to portal

**Invoice Number:** L2512250090
**Invoice Date:** 12/25/2025
**Tracking ID:** 2025-0200874
**Legal Order Signatory Date:** 12/18/2025
**Legal Order Type:** Search Warrant
**Case Number:** D-722-SW-2025-01
**LER Account Number:** 2004047
**Amount Due:** $50.00

Account Number: 2004047
To: TORRANCE COUNTY SHERIFF - NM
ATTN: ACCOUNTS PAYABLE
903 5TH ST
ESTANCIA, NM 87016-1155

These are optional fields for the submitter of the request.
**Transaction Attention To:** ACCOUNTS PAYABLE
**Requesting Agent:** Kent Ballard

**Payment Terms:** Due Upon Receipt



| Line Item | Description | Target Identifier | Target Value | Start Date | End Date | Amount |
|---|---|---|---|---|---|---|
| 1 | Time Difference of Arrival (TDOA) | MSISDN | 5xx.xxx.0447 | 11/18/2025 | 12/06/2025 | $50.00 |
| | | | | | TOTAL | $50.00 |

**Make Checks Payable To:** T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
**SAM Cage Code:** 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal

'25 SEP 17 7:44

T-Mobile

**T-Mobile USA, Inc.**
**ATTN:** Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
**Tax ID:** 91-1983600
**Questions:** lealinvoicing@t-mobile.com
Link to portal

**Invoice Number:** L2511290149
**Invoice Date:** 11/29/2025
**Tracking ID:** 2025-0149861
**Legal Order Signatory Date:** 11/12/2025
**Legal Order Type:** Search Warrant
**Case Number:** D-722SW2025-01
**LER Account Number:** 2004047
**Amount Due:** $50.00

Account Number: 2004047
To: TORRANCE COUNTY SHERIFF - NM
ATTN: ACCOUNTS PAYABLE
903 5TH ST
ESTANCIA, NM 87016-1155

These are optional fields for the submitter of the request.
**Transaction Attention To:** ACCOUNTS PAYABLE
**Requesting Agent:** Kent Ballard

**Payment Terms:** Due Upon Receipt



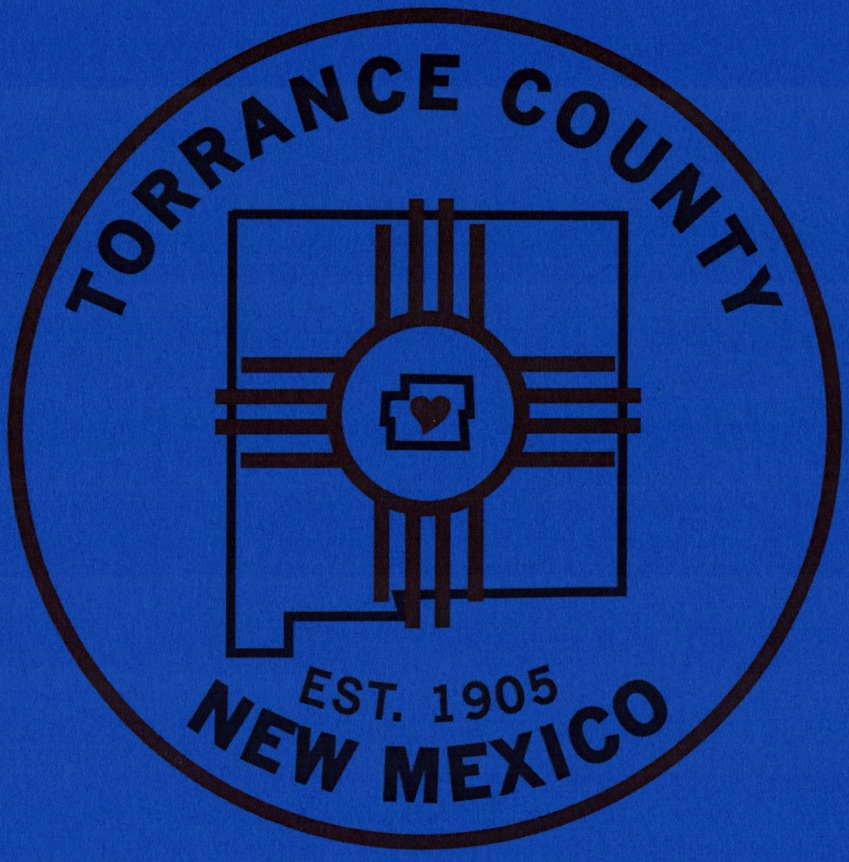
| Line Item | Description | Target Identifier | Target Value | Start Date | End Date | Amount |
|---|---|---|---|---|---|---|
| 1 | Time Difference of Arrival (TDOA) | MSISDN | 5xx.xxx.6175 | 10/14/2025 | 11/11/2025 | $50.00 |
| | | | | | TOTAL | $50.00 |

**Make Checks Payable To:** T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
**SAM Cage Code:** 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal



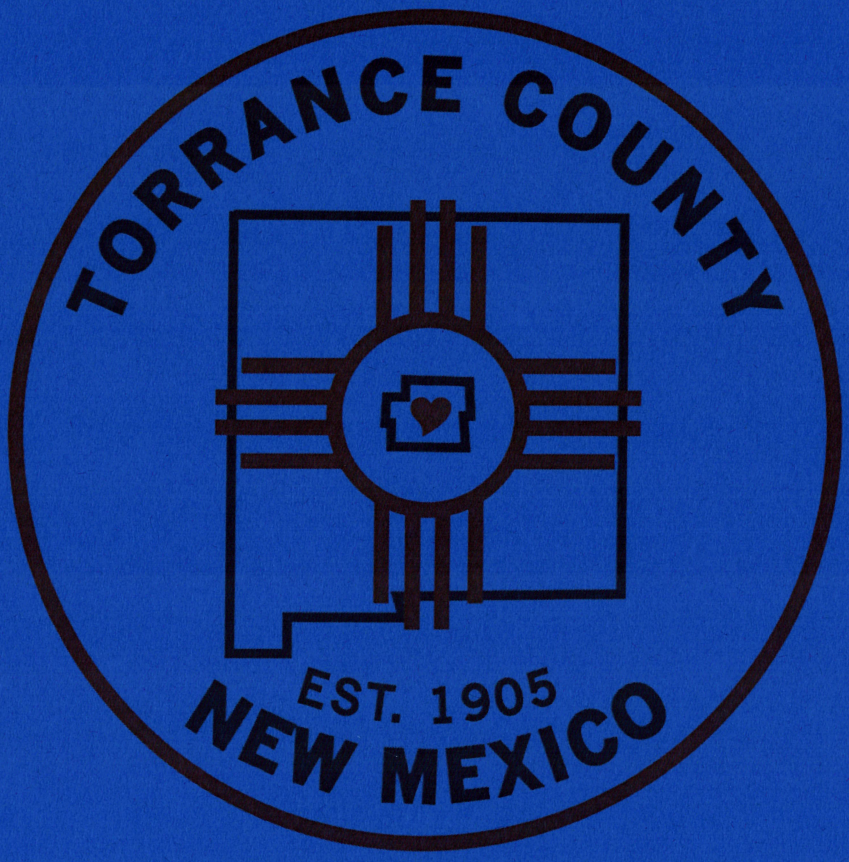

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 9-A




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 9-B




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 9-C




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 10-A




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 11-A



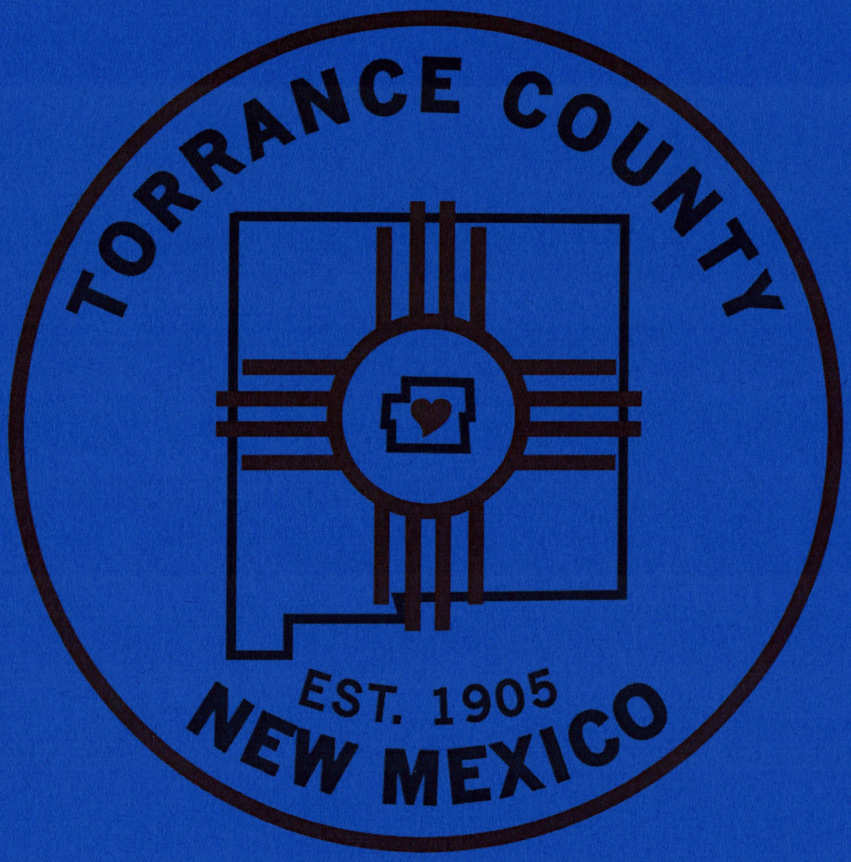

# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 12




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 13




# TORRANCE COUNTY
# COMMISSION MEETING

## Agenda Item
## No. 14