Attachment G

Participation Agreement

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

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by and between

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

and

BLUE SUMMIT WIND, LLC
(Texas Taxpayer ID # 11137881576)

Texas Comptroller Application No. 229

Dated

October 16, 2012

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §

COUNTY OF WILBARGER §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **NORTHSIDE INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **BLUE SUMMIT WIND, LLC,** (*Texas Taxpayer ID #11137881576)*, hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on January 17, 2012, the Superintendent of Schools (hereinafter referred to as "Superintendent") of the Northside Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on January 17, 2012, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Blue Summit Wind, LLC, and on January 17, 2012, the Superintendent acknowledged receipt of the Application and the requisite application fee as established pursuant to Texas Tax Code §313.025(a)(1) and Local District Policy CCG (Local); and,

WHEREAS, the Applicant indicated that the size of the project had changed, and on May 16, 2012, the Applicant submitted additional information to the District. On May 16, 2012, the Superintendent then determined the Application complete; and

WHEREAS, the Application were delivered to the office of the Comptroller for review pursuant to Texas Tax Code §313.025(d); and,

WHEREAS, the Comptroller, via letter, has established June 8, 2012 as the completed Application date; and,

WHEREAS, pursuant to 34 Texas Administrative Code §9.1054, the Application was delivered for review to the Wilbarger Appraisal District established in Vernon, Texas (the "Appraisal District"), pursuant to Texas Tax Code §6.01; and,

WHEREAS, the Comptroller reviewed the Application pursuant to Texas Tax Code §313.025(d), and on July 20, 2012 the Comptroller, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code which was presented to the Board of Trustees at a public hearing held in connection with the Board of Trustees' consideration of the Application; and,

WHEREAS, the Board of Trustees has carefully reviewed the economic impact evaluation prepared pursuant to Texas Tax Code §313.026 and has carefully considered the Comptroller's positive recommendation for the project; and,

WHEREAS, on October 4, 2012, the District received written notification, pursuant to 34 Texas Administrative Code §9.1055(e)(2)(A), that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on July 20, 2012 that the Application be approved; and,

WHEREAS, on October 16, 2012, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District; and,

WHEREAS, on October 16, 2012, the Board of Trustees made factual findings pursuant to Texas Tax Code §313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; and, (iv) each criterion referenced in Texas Tax Code §313.025(e) has been met; and,

WHEREAS, on October 16, 2012, pursuant to the provisions of Texas Tax Code §313.025(f-1), the Board of Trustees waived the job creation requirement set forth in Texas Tax Code §313.051(b), based upon its factual Finding, made on October 16, 2012, that the if the number of jobs required by law (*i.e.* 10 jobs) was applied to this project, given its size and scope as described in the Application and in **EXHIBIT 3**, the number of jobs will exceed the industry standard for the number of employees reasonably necessary for the operation of the facility; and,

WHEREAS, on October 16, 2012, the Board of Trustees determined that the Tax Limitation Amount requested by the Applicant, and as defined in Sections 1.2 and 1.3, below, is consistent with the minimum values set out by Tax Code, §§313.022(b) and 313.052, as such Tax Limitation Amount was computed for the effective date of this Agreement; and,

WHEREAS, on October 16, 2012, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1. AUTHORITY

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code §313.027.

Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below. In the event that the Applicant makes a Qualified Investment in the amount defined in Section 2.6 below, between the Commencement Date and the end of the Qualifying Time Period, Applicant will be entitled to the Tax Limitation Amount defined in Section 1.3 below, for the following Tax Years: 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022. The limitation on the local ad valorem property values for Maintenance and Operations purposes shall commence with the property valuations made as of January 1, 2015, the appraisal date for the third full Tax Year following the Commencement Date.

The period beginning with the Commencement Date of October 16, 2012 and ending on December 31, 2014 will be referred to herein as the "Qualifying Time Period," as that term is defined in Texas Tax Code §313.021(4). Applicant shall not be entitled to a tax limitation during the Qualifying Time Period.

Unless sooner terminated as provided herein, the limitation on the local ad valorem property values shall terminate on December 31, 2022. Except as otherwise provided herein, this Agreement will terminate in full on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination, so long as the right to such payment survives said termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below and set forth opposite each such Tax Year are the corresponding year in the

term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Summary Description of Provisions
Partial Year Commencing on date of Board approval (10/1612)	January 1, 2012	2012-13	2012	Start of Qualifying Time Period beginning with Commencement Date (10/1612). No limitation on value. First year for computation of Annual Limit.
1	January 1, 2013	2013-14	2013	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
2	January 1, 2014	2014-15	2014	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
3	January 1, 2015	2015-16	2015	$ 5 million property value limitation.
4	January 1, 2016	2016-17	2016	$ 5 million property value limitation. Possible Tax Credit due to Applicant.
5	January 1, 2017	2017-18	2017	$ 5 million property value limitation. Possible Tax Credit due to Applicant.
6	January 1, 2018	2018-19	2018	$ 5 million property value limitation. Possible Tax Credit due to Applicant.
7	January 1, 2019	2019-20	2019	$5 million property value limitation. Possible Tax Credit due to Applicant.
8	January 1, 2020	2020-21	2020	$ 5 million property value limitation. Possible Tax Credit due to Applicant.

Full Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Summary Description of Provisions
9	January 1, 2021	2021-22	2021	$ 5 million property value limitation. Possible Tax Credit due to Applicant.
10	January 1, 2022	2022-23	2022	$ 5 million property value limitation. Possible Tax Credit due to Applicant.
11	January 1, 2023	2023-24	2023	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2024	2024-25	2024	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2025	2025-26	2025	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3. DEFINITIONS

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended.

"*Affiliate*" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition "control" when used with respect to any person or entity means (i) the ownership, directly or indirectly, or fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or

indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

"*Affiliated Group*" means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

Aggregate Limit" means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article IV.

"*Agreement*" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.3.

"*Annual Limit*" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code §313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated, pursuant to Texas Education Code §42.005, by multiplying the District's 2011-12 Average Daily Attendance of 162, times $100, or any larger amount allowed by Texas Tax Code §313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for Tax Year 2012, which, by virtue of the Commencement Date is the first year of the Qualifying Time Period under this Agreement.

"*Applicant*" means Blue Summit Wind, LLC, *Texas Taxpayer Identification Number 11137881576*, the company listed in the Preamble of this Agreement who, on January 17, 2012, filed the original Application and on May 16, 2015 filed supplemental Application materials with the District for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of the Applicant's ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

"*Application*" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on January 17, 2012 and on May 16, 2012 filed supplemental Application materials,

which have been certified by the Comptroller's office to constitute a complete final Application as of the date of June 8, 2012. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining this Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

"*Appraised Value*" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"*Appraisal District*" means the Wilbarger County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Northside Independent School District.

"*Commencement Date*" means October 16, 2012, the date upon which this Agreement was approved by the District's Board of Trustees.

"*Completed Application Date*" means June 8, 2012, the date upon which the Comptroller determined to be the date of its receipt of a completed Application for Appraised Value Limitation on Qualified Property (Texas Tax Code, Chapter 313, Subchapter B or C), Comptroller Form 50-296, from the Applicant.

"*Comptroller*" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

"*Comptroller's Rules*" means the applicable rules and regulations of the Comptroller set forth at Title 34 of the Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

"*County*" means Wilbarger County, Texas.

"*Determination of Breach and Notice of Contract Termination*" shall have the meaning assigned to such term in Section 7.8 of the Agreement.

"*District*" or "*School District*" means the Northside Independent School District, being a duly authorized and operating independent school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant's Qualified Property or the Applicant's Qualified Investment.

"*Final Termination Date*" means December 31, 2025. However, any payment obligations of any Party arising under this Agreement prior to the Final Termination Date will survive until paid by the Party owing same.

"*Force Majeure*" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property or the Applicant's Qualified Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

"*Land*" shall have the meaning assigned to such term in Section 2.2.

"*Maintain Viable Presence*" means, after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3 below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least number of jobs set forth in the Application from the time they are created until the Final Termination Date.

"*M&O Amount*" shall have the meaning assigned to such term in Section 3.2 of this Agreement.

"*Maintenance and Operations Revenue*" or "*M&O Revenue*" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code §45.002 and Article VII §3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts

necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

"*Market Value*" shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

"*Net Tax Benefit*" means an amount equal to (but not less than zero): (i) the sum of (A) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; plus (B) any Tax Credits received by Applicant under this Agreement; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Article III of this Agreement.

"*New Jobs*" means "new jobs," defined by 34 Texas Administrative Code §9.1051(14)(C), which the Applicant will create in connection with the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3 below. In accordance with the requirements of Texas Tax Code §313.024(d), eighty percent (80%), of all New Jobs shall also be Qualifying Jobs, as defined below.

"*Qualified Investment*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*Qualifying Jobs*" means the number New Jobs created by Applicant which meet the requirements of Texas Tax Code 313.021(3). At least eighty percent (80%) of all New Jobs must be Qualifying Jobs.

"*Qualified Property*" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"*Qualifying Time Period*" means the period that begins on the Commencement Date of October 16, 2012 and ends on December 31, 2014.

"*State*" means the State of Texas.

"*Substantive Document*" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement

or implementation of an agreement for limitation of appraised value pursuant to Texas Tax Code, Chapter 313. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between the Applicant and the school district and any subsequent amendments or assignments, any school district written finding or report filed with the comptroller as required under this subchapter, and any application requesting school Tax Credits under Texas Tax Code, §313.103.

"*Tax Credit*" means the Tax Credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant's Qualified Property, as computed under the provisions of Subchapter D of the Act and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements imposed on the Applicant under such provisions, including the timely filing of a completed application under Texas Tax Code §313.103 and the duly adopted administrative rules relating thereto.

"*Tax Limitation Amount*" means the maximum amount which may be placed as the Appraised Value on Qualified Property/Qualified Investment for years three (3) through ten (10) of this Agreement pursuant to Texas Tax Code §313.054. That is, for each of the eight (8) Tax Years 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed, and the Tax Limitation Amount shall be, the lesser of:

(a) the Market Value of the Applicant's Qualified Investment; or

(b) Five Million Dollars ($5,000,000.00).

The Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code, §313.022(b) or §313.052, as applicable.

"*Tax Year*" shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (*i.e.*, the calendar year).

"*Taxable Value*" shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

"*Texas Education Agency Rules*" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, which are set forth at Title 19 – Part 2, Texas Administrative Code (including, but not limited to, §61.1019), together with any court or administrative decisions interpreting same.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT OR ENTERPRISE ZONE

The Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 311 or 312 of the Texas Tax Code. The legal description of the reinvestment zone in which the Applicant's Qualified Property is located is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 2.2. LOCATION OF QUALIFIED PROPERTY

The location of the Qualified Property upon which the Applicant's Qualified Investment will be located (the "Applicant's Qualified Property") is described in the legal description which is attached to this Agreement as **EXHIBIT 2** and is incorporated herein by reference for all purposes ("Land"). The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** without the express authorization of each of the Parties.

Section 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND QUALIFIED PROPERTY

The Qualified Investment and/or Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes (the "Applicant's Qualified Investment"). The Applicant's Qualified Investment shall be that property, described in **EXHIBIT 3** which is placed in service under the terms of the Application, during the Qualifying Time Period described in Section 1.2, above. The Applicant's Qualified Property shall be all property, described in **EXHIBIT 3**, including, but not limited to the Applicant's Qualified Investment, which (1) is owned by the Applicant; (2) is first placed in service after June 8, 2012, the Completed Application Date established by the Comptroller; and (3) is used in connection with the activities described in the Application. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Investment or the Applicant's Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code §313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on **EXHIBIT 3** may not be considered to be Qualified Property unless the Applicant:

(a) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the

additional property to which the Applicant requests that the Tax Limitation Amount apply;

(b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,

(c) provides any additional information reasonably requested by the District or the Comptroller that is necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Notwithstanding the foregoing, any replacement property shall not be subject to the foregoing restrictions and shall be considered Qualified Property hereunder.

Section 2.4. APPLICANT'S OBLIGATIONS TO PROVIDE CURRENT INVENTORY OF QUALIFIED PROPERTY

At the end of the Qualifying Time Period; at any other time when there is a material change in the Applicant's Qualified Property located on the Land described in **EXHIBIT 2**; or upon a reasonable request by the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a reasonably specific and detailed description of the material tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Applicant's Qualified Property to which the Tax Limitation Amount applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

Section 2.5. QUALIFYING USE

The Parties agree that the Applicant's Qualified Investment described above in Section 2.3 qualifies for a Tax Limitation Agreement under Texas Tax Code §313.024(b)(5) as a renewable energy electric generation facility.

Section 2.6. LIMITATION ON APPRAISED VALUE

So long as the Applicant makes a Qualified Investment in the amount of Five Million Dollars ($5,000,000.00), or greater, during the Qualifying Time Period; and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the eight (8) Tax Years 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

(a) the Market Value of the Applicant's Qualified Investment; or

(b) Five Million Dollars ($5,000,000.00).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code, §313.022(b) or §313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1. INTENT OF THE PARTIES

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code, §§313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue solely as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article IV. Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District.

Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to the District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

i. "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property and/or Applicant's Qualified Investment been subject to the adopted ad valorem maintenance and operations tax for the applicable year.

ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

In making the calculations required by this Section 3.2:

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.

ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%)

iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 3.2 results in a negative number, the negative number will be considered to be zero.

iv. All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection ii, of this Agreement relating to the definition of "New M&O Revenue" will reflect the Tax Limitation Amount for such year.

v. All calculations made under this Section 3.2 shall be made by a methodology which isolates only the revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements or any other factors not contained in this Agreement.

Section 3.3. COMPENSATION FOR LOSS OF OTHER REVENUES

In addition to the amounts determined pursuant to Section 3.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

(a) all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable Tax Credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code §42.2515, or other similar or successor statute.

(b) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant's Qualified Investment that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Applicant's Qualified Investment.

(c) any other loss of the District's revenues which directly result from, or are reasonably attributable to any payment made by the Applicant to or on behalf of any third party beneficiary of this Agreement.

Section 3.4. Calculations to Be Made by Third Party

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5. Data Used for Calculations

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code §26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 3.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 3.6. Delivery of Calculations

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2 and/or 3.3, Article IV, and/or Section 5.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, subject to the limit of Section 3.7. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of three (3) years after payment. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 3.7. PAYMENT BY APPLICANT

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or Tax Credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 3.7 and Section 3.6 which exceeds Ten Thousand Dollars ($10,000.00).

Section 3.8. RESOLUTION OF DISPUTES

Pursuant to Section 3.4 and Section 3.6, should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records and other information in accordance with Section 3.6 for purposes of auditing or reviewing the information in connection with the certification. Within fifteen (15) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of certification containing the calculations, without limitation of Applicant's other rights and remedies available hereunder, at law or in equity.

Section 3.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT

If at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 3.10. EFFECT OF STATUTORY CHANGES

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District reasonably determines that it will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the revenue protection amount limit set forth in Section 5.1, that are necessary to offset any actual negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination.

ARTICLE IV

SUPPLEMENTAL PAYMENTS

Section 4.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

(a) Amounts Exclusive of Indemnity Amounts

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the supplemental payments set forth in this Article IV, (the "Supplemental Payments"). The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article IV is separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 4.4.

(b) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article IV shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

SUPPLEMENTAL PAYMENTS

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In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the supplemental payments set forth in this Article IV, (the "Supplemental Payments"). The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article IV is separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 4.2(b).

(b) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article IV shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

Section 4.2. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT

(a) Calculating Annual Supplemental Payment Amount

Upon the execution of this Agreement, the Applicant shall be obligated to make annual Supplemental Payments to the Northside Independent School District on or before the dates, and in the amounts listed below.

PAYMENT DUE DATE	PAYMENT AMOUNT
January 31, 2013	Annual Limit defined in Section 1.3
January 31, 2014	Annual Limit defined in Section 1.3
January 31, 2015	Annual Limit defined in Section 1.3
January 31, 2016	Annual Limit defined in Section 1.3
January 31, 2017	Annual Limit defined in Section 1.3
January 31, 2018	Annual Limit defined in Section 1.3
January 31, 2019	Annual Limit defined in Section 1.3
January 31, 2020	Annual Limit defined in Section 1.3
January 31, 2021	Annual Limit defined in Section 1.3
January 31, 2022	Annual Limit defined in Section 1.3
January 31, 2023	Annual Limit defined in Section 1.3
January 31, 2024	Annual Limit defined in Section 1.3
January 31, 2025	Annual Limit defined in Section 1.3
January 31, 2026	Annual Limit defined in Section 1.3

(b) Application of Annual Limit

During the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of: (i) the "Applicant's Stipulated Supplemental Payment Amount as calculated under Subsection 4.2(a) above; or, (ii) the Aggregate Limit, as the term is defined in Section 1.3, above.

Section 4.3. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that the Applicant's payment under this Article IV be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article IV to support the educational mission of the District and its students. Any

designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees. Any such designation will become effective after such public vote and the delivery of notice of said vote in conformance with the provisions of Section 8.1, below. Such designation may be rescinded by the Board of Trustees, by Board action, at any time, and any such rescission will become effective after delivery of notice of such action to the Applicant in conformance with the provisions of Section 8.1.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limitation on Supplemental payments described in Section 4.2(b), above.

Notwithstanding the foregoing, any payments made by Applicant shall be made in the manner and to the party designated in this Agreement unless Applicant receives unambiguous written notice from the District that such payments are to be made to a different party.

ARTICLE V

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 5.1. ANNUAL LIMITATION AFTER FIRST THREE YEARS

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year during the term of this Agreement after the 2015 Tax Year, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles III and IV with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Sections 3.4 and 3.6, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles III and IV shall be reduced until such excess is eliminated.

Section 5.2. OPTION TO CANCEL AGREEMENT

In the event that any payment otherwise due from the Applicant to the District under Article III and/or Article IV with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to cancel this Agreement by notifying the District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 5.1 is applicable. Any cancellation of this

Agreement under the foregoing provisions of this Section 5.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred. In addition to the foregoing, in the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, during the Qualifying Time Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately prior to the beginning of the Tax Year immediately following the Tax Year during which such notification is delivered to the District. Upon any termination this Agreement under this Section 5.2, this Agreement shall terminate and be of no further force or effect; provided, however, that the Parties' respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged.

ARTICLE VI

TAX CREDITS

Section 6.1. APPLICANT'S ENTITLEMENT TO TAX CREDITS

The Applicant shall be entitled to Tax Credits from the District under and in accordance with the provisions of Subchapter D of the Act and the Comptroller's Rules, provided that the Applicant complies with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and the Comptroller's Rules.

Section 6.2. DISTRICT'S OBLIGATIONS WITH RESPECT TO TAX CREDITS

The District shall timely comply and shall cause the District's collector of taxes to timely comply with its obligations under Subchapter D of the Act and the Comptroller's Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code and either the Comptroller's Rules and/or Texas Education Agency rules.

Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES

If after the Applicant has actually received the benefit of a Tax Credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code §42.2515 or other similar or successor statute with respect to all or any portion of such Tax Credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such Tax Credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice. If the District receives aid from the State for all or any portion of a Tax Credit with respect to which the Applicant has made a payment to the District

under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 7.1. DATA REQUESTS

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code Section 22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property. All inspections will be made at a mutually agreeable time after the giving of not less that forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is private personnel data, proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party or any other information that is not necessary for the District to determine the Applicant's compliance with this Agreement.

Section 7.2. REPORTS TO OTHER GOVERNMENTAL AGENCIES

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation as a result of this Agreement, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions of Texas Tax Code §313.032 and the provisions of Title 34, Part 1, Chapter 9, Subchapter F of the Texas Administrative Code. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. Currently, the Comptroller requires an Annual Eligibility Report and the Biennial Progress Reports, Form 50-772 and 50-773 respectively, and an Application for Tax Credit, Form 50-300. The obligation to make all such required filings shall be a material obligation under this Agreement. The Applicant shall not be in default of any reporting obligation hereunder, unless the Applicant has received thirty (30) days prior notice of its reporting obligation from the District.

Section 7.3. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE

By entering into this Agreement, the Applicant warrants that:

(a) it will abide by all of the terms of this Agreement;

(b) if it does not cancel the Agreement prior to the end of the Qualifying Time Period under Section 5.2 of this Agreement, it will Maintain Viable Presence in the District through the Final Termination Date of this Agreement; provided, however, that notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of this Agreement, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

(c) it will meet the applicable minimum eligibility requirements under Texas Tax Code, Chapter 313, throughout the period from and including the Tax Year 2015 through and including the last Tax Year during the term of this Agreement with respect to which the Applicant receives the benefit of a Tax Credit.

Section 7.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT

(a) In the event of a Material Breach (hereinafter defined), except as provided in Section 5.2, after the notice and cure period provided by Section 7.8, then the District shall be entitled, as its sole and exclusive remedy, to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV.

(b) Notwithstanding Section 7.4(a), in the event that the District determines that the Applicant has failed to Maintain Viable Presence and provides written notice of termination of this Agreement, then the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem maintenance and operations taxes for all of the Tax Years for which the Tax Limitation Amount was allowed pursuant to this Agreement that are prior to the Tax Year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 7.5. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy. Notwithstanding the foregoing, penalties

shall only be due to the extent it is determined that the breach of this Agreement by the Applicant was willful and without a good faith, reasonable belief by the Applicant that its action or omission constituting such breach was in compliance with this Agreement.

Section 7.5. CALCULATION OF PENALTY AND INTEREST

In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes owed less all credits under Section 7.4 for each Tax Year during the term of this Agreement since the Commencement Date. The District shall calculate penalty or interest for each Tax Year during the term of this Agreement since the Commencement Date in accordance with the methodology set forth in Chapter 33 of the Texas Tax Code, as if the base amount calculated for such Tax Year less all credits under Section 7.4 had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code §33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code §33.01(c), or its successor statute.

Section 7.6. MATERIAL BREACH OF AGREEMENT

The Applicant shall be in Material Breach of this Agreement (herein so called) if it commits one or more of the following acts or omissions:

(a.) Applicant is determined to have failed to meet its obligations to have made accurate material representations of fact in the submission of its Application as is required by Section 8.13, below.

(b.) Subject to Section 5.2, Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date of this Agreement.

(c.) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.

(d.) Subject to Section 5.2, Applicant fails to create and maintain at least ten (10) New Jobs.

(e.) Subject to Section 5.2, Applicant fails to create and maintain at least Eighty Percent (80%) of all such New Jobs on the project as Qualifying Jobs.

(f.) Applicant makes any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by

the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of or in consideration for this Agreement are not barred by this provision.

(g.) Applicant fails to materially comply in any material respect with any other term of this Agreement, or the Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Act.

Section 7.7. LIMITED STATUTORY CURE OF MATERIAL BREACH

In accordance with the provisions of Texas Tax Code §313.0275, for any full Tax Year which commences after the project has become operational, the Applicant may cure any Material Breaches of this Agreement described in Sections 7.6(d) and 7.6(e) or 7.6(f), above, without the termination of the remaining term of this Agreement. In order to cure any such non-compliance with Sections 7.6(d) and 7.6(e) or 7.6(f) for any such Tax Year, the Applicant may make the liquidated damages payment required by Texas Tax Code §313.0275(b), in accordance with the provisions of Texas Tax Code §313.0275(c).

Section 7.8. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT

Prior to making a determination under Section 7.4 or Section 7.6 that the Applicant is in Material Breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material Breach, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that a Material Breach has not occurred and/or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not reasonably satisfied with such response and/or that such Material Breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such Material Breach has occurred and, if so, whether such Material Breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a Material Breach has occurred, the date such Material Breach occurred, if any, and whether or not any such Material Breach has been cured. Except as otherwise provided in Section 7.7, in the event that the Board of Trustees determines that such a Material Breach has occurred and has not been cured, it shall also terminate this Agreement and determine the amount of recaptured taxes under Section 7.4 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

After making its determination regarding any alleged Material Breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination").

Section 7.9. DISPUTE RESOLUTION

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant's receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Wilbarger County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of reasonable attorney's fees and a tax lien on the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code §33.07 to the attorneys representing the District pursuant to Texas Tax Code §6.30. In the event that the Applicant is a prevailing party in any such legal proceedings under this section, the District shall be responsible for the payment of the Applicant's reasonable attorney's fees.

In any event where a dispute between the District and the Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section 7.9, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

Section 7.10. LIMITATION OF OTHER DAMAGES

Notwithstanding anything contained in this Agreement to the contrary, the District's damages for any default shall under no circumstances exceed the greater of either any amounts calculated under Sections 7.4 and 7.5 above, or the monetary sum of the difference between the payments and credits due and owing to the Applicant at the time of such default and the District taxes that would have been lawfully payable to the District had this Agreement not been

executed. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

The Parties further agree that the limitation of damages and remedies set forth in this Section 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11. BINDING ON SUCCESSORS

In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. INFORMATION AND NOTICES

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

Notices to the District shall be addressed as follows:

James Rice, Superintendent
NORTHSIDE INDEPENDENT SCHOOL DISTRICT
18040 Hwy 283
North Vernon, 76384
Fax: 940-553-4919
E-mail: james.rice@esc9.net

or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the Applicant.

Notices to the Applicant shall be addressed as follows:

Dean Gosselin
Blue Summit Wind, LLC
700 Universe Blvd.
Juno Beach, FL 33408
Fax: 561-691-7307
Email: dean.gosselin@nexteraenergy.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as the Applicant may designate by written notice to the District.

Section 8.2. EFFECTIVE DATE, TERMINATION OF AGREEMENT

(a) This Agreement shall be and become effective on the date of final approval of this Agreement by the Board of Trustees,

(b) Subject to Section 5.2, the obligation to Maintain Viable Presence under this Agreement shall remain in full force and effect through the Final Termination Date.

(c) In the event that the Applicant fails to make a Qualified Investment in the amount of Five Million Dollars ($5,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on December 31, 2014.

Section 8.3. AMENDMENTS TO AGREEMENT; WAIVERS

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment, additional or replacement Qualified Property or Qualified Investment not specified in **EXHIBIT 3**, provided that the Applicant reports to the District, the Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional or replacement property. Any amendment of this Agreement adding additional or replacement Qualified Property or Qualified Investment pursuant to this Section 8.3 shall, (1) require that all property added by amendment be eligible property as defined by Texas Tax Code, §313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight-year statutory term.

Section 8.4. ASSIGNMENT

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. A recipient of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code §313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5. MERGER

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 8.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 8.7. GOVERNING LAW

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Wilbarger County, Texas.

Section 8.8. AUTHORITY TO EXECUTE AGREEMENT

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 8.9. SEVERABILITY

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the

intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 8.10. PAYMENT OF EXPENSES

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall he entitled to full recovery of all attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party.

Section 8.11. INTERPRETATION

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase ", but not limited to,". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 8.12. EXECUTION OF COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 8.13. ACCURACY OF REPRESENTATIONS CONTAINED IN APPLICATION

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that to the best of Applicant's knowledge all material representations, material information, and material facts contained in the Application are true and correct in all material respects. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full; provided, however, to the extent of any differences or inconsistencies between the terms, conditions, representations, information, and facts contained in the Application and those contained in this Agreement, the terms, conditions, representations, information, and facts contained in this Agreement shall be controlling.

In the event that the Board of Trustees, after completing the procedures required by Sections 7.8 and 7.9 of this Agreement, makes a written determination that the Application was either incomplete or inaccurate as to any material representation, material information, or material fact, then the Board of Trustees shall notify Applicant in writing of such determination and the Applicant shall have the time periods permitted by Section 7.8 or any other section of this Agreement; if any such material representation, information or fact item remains uncured after the written notice and cure periods specified herein, this Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Texas Administrative Code §9.1053(f)(2)(K).

Section 8.14. PUBLICATION OF DOCUMENTS

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting Tax Credits under Texas Tax Code §313.103, as follows:

a. Within seven (7) days of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website.

b. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website.

c. This Section 8.14 does not require the publication of information that is confidential under Texas Tax Code §313.028.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 2nd day of November 2012.

BLUE SUMMIT WIND, LLC

:

Michael O'Sullivan
Vice President

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

By:

JONATHAN VOELKE
President
Board of Trustees

ATTEST:

JOHNNY WHITE
Secretary
Board of Trustees

EXHIBIT 1

DESCRIPTION OF QUALIFIED REINVESTMENT ZONE

The *Wilbarger County Reinvestment Zone* was originally created on March 12, 2012 by action of the Wilbarger County Commissioner's Court. As a result of the action of the Wilbarger County Commissioner's Court, all the real property within Wilbarger County, save and except all property within the City Limits and/or taxing jurisdiction of the City of Vernon, is located within the boundaries of the *Wilbarger County Reinvestment Zone.* A map of the *Wilbarger County Reinvestment Zone* is attached as the next page of this **EXHIBIT 1**.

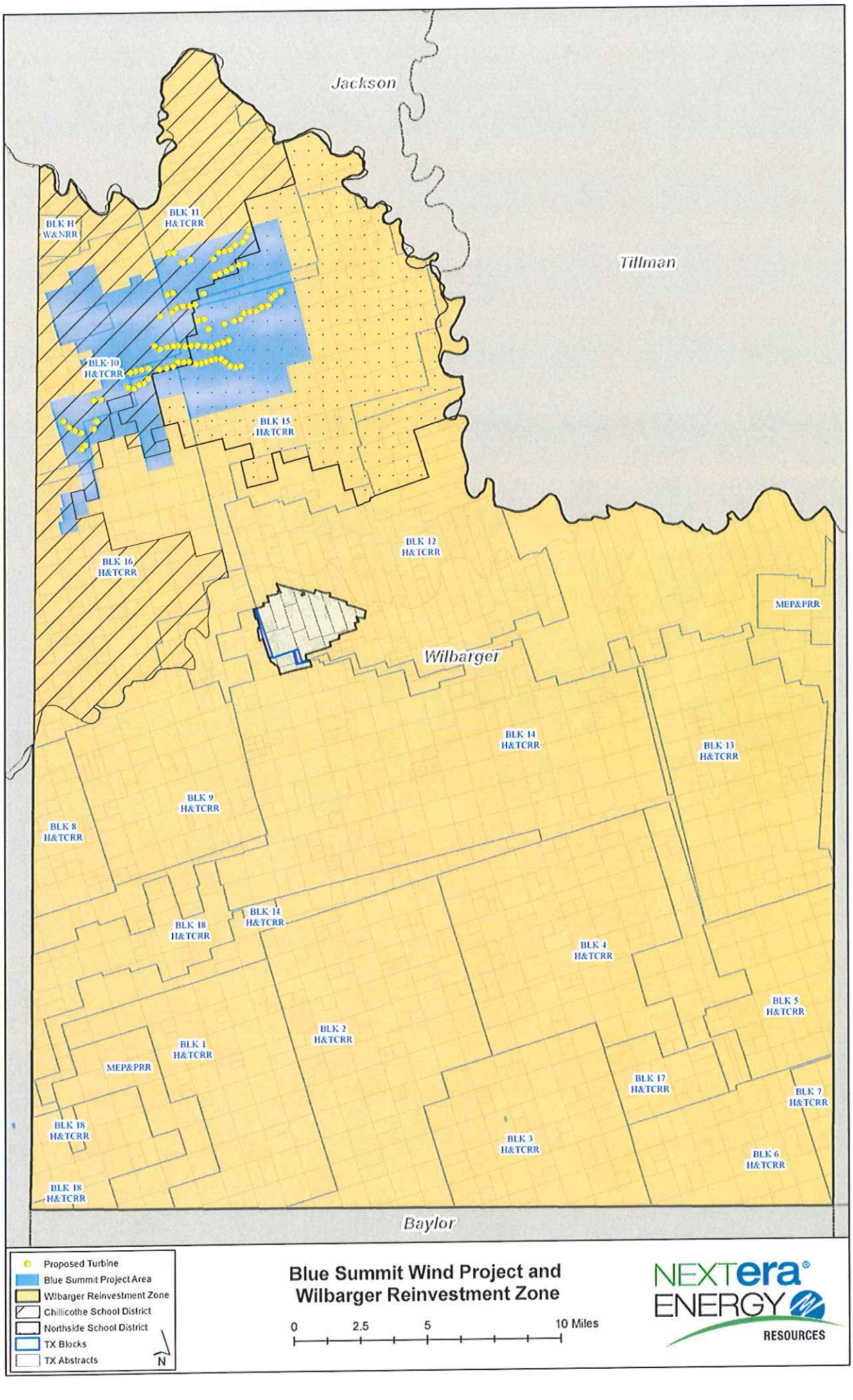
Jackson
Tillman
Wilbarger
Baylor
BLK H W&NRR
BLK 11 H&TCRR
BLK 10 H&TCRR
BLK 15 H&TCRR
BLK 12 H&TCRR
BLK 16 H&TCRR
MEP&PRR
BLK 14 H&TCRR
BLK 13 H&TCRR
BLK 9 H&TCRR
BLK 8 H&TCRR
BLK 18 H&TCRR
BLK 14 H&TCRR
BLK 4 H&TCRR
BLK 5 H&TCRR
BLK 2 H&TCRR
BLK 1 H&TCRR
MEP&PRR
BLK 17 H&TCRR
BLK 7 H&TCRR
BLK 18 H&TCRR
BLK 3 H&TCRR
BLK 6 H&TCRR
BLK 18 H&TCRR
Proposed Turbine
Blue Summit Project Area
Wilbarger Reinvestment Zone
Chillicothe School District
Northside School District
TX Blocks
TX Abstracts
N
Blue Summit Wind Project and
Wilbarger Reinvestment Zone
0
2.5
5
10 Miles
NEXTera ENERGY RESOURCES

EXHIBIT 2

Correct description of property:

320 acres, more or less, off the North end of Section number nine (9), in block number fifteen (15), of the H&TC Ry Co Survey in Wilbarger County, Texas described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Section, the Northwest corner of Section No. 11 in said Block, and the Southeast corner of the W. A. McKinney Survey No. 2, Certificate No. 1758;
THENCE S 72 W 1435 varas to the Southwest corner of said McKinney Survey, in the east line of Section No. 5, in Block No. 10, of the H&TC Ry Co Survey;
THENCE S 18 E (var 9 deg. 15' E) passing the Southeast corner of said Section No. 5, in all 1277 varas to the Southwest corner of this tract, being an ell corner of a 161 acre tract now owned by Claude Minyard and Anne Lacy Minyard;
THENCE N 72 E passing Minyard's East Northeast corner and the Northwest corner of Amelia Minarik's 80 acre tract, in all 1381 varas to a stake in the East line of said Section No. 9, in the West line of Section No. 11, being Amelia Minarik's Northeast corner;
THENCE N 18 W 1279 ½ varas to the place of beginning.

Correct description of property:

The West 280 acres of Section No 5 in Block No 10, H&TC RR Co Surveys in Wilbarger County, Texas.

BEGINNING at the NW corner of said Survey No 5 for the beginning corner of this tract;
THENCE S 18 E 1900 vrs to the SW corner of said Section No 5 for the SW corner of this tract;
THENCE N 72 E 832 vrs to stake set for the SE corner of this tract;
THENCE N 18 W 1900 to stake set in W line said Survey No 5 for the NE corner of this tract;
THENCE S 72 W 832 vrs to place of beginning.

Correct description of property:

123.375 Acres in Section Nine (9), Block Sixteen (16), H&TC Ry Company Surveys, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a stake which is 272 varas N 27 deg. E and 320 varas S 18 deg. E from the Northeast corner of said Section, being the Southwest corner of a 25 acre tract heretofore conveyed to Robert J. Lyon et ux tract;
THENCE N 72 deg. E, 441 varas to the Southeast corner of said Robert J. Lyon tract in the West line of said Cassie Lawson et al 200 acre tract;
THENCE S 18 deg. E with the West line of said Cassie Lawson et al tract and a 100 acre tract owned by Eunice Brock 1580 varas to stake in South line of said Section, the Southwest corner of said Eunice Brock 1580 varas to a stake in the South line of said Section, the Southwest corner of said Eunice Brock tract;
THENCE S 72 deg. W with the South line of said Section, 441 varas;
THENCE N 18 deg. W 1580 varas to the place of beginning.

Correct description of property:

168.99 acres, more or less, out of Section 11 and Section 14, Block 11, H&TC RY Co Survey, described by metes and bounds as follows:

BEGINNING at the NE corner of Section 11 and the NW corner of Section 14, H&TC RY CO, Block No. 11, Wilbarger County, Texas, a point at the intersection of two public roads;
THENCE with the center line of FM 191 and North line of Section 14, N 72 deg. E 722 feet to the NW corner of the Fred Webb tract;
THENCE 19 deg. E with fence, 4130 feet to iron rod for SE corner of this tract and all corner of Schmoker land;
THENCE S 72 deg. W fence and turnrow 1777.4 feet to center line of public road and W east line of A.L. Bell tract;
THENCE N 18 deg. 08 min. W center of public road, 4130 feet to NE corner of Bell tract in North line of Section 11;
THENCE WITH North line of Section 11 and center of FM Road 191, N 72 deg. E 1065.4 feet to the place of beginning and containing 168.99 acre of land.

SAVE AND EXCEPT

SURFACE ESTATE ONLY:

Being a tract of 56.199 total acres of land out of the East part of Section No. ELEVEN (11), Block ELEVEN (11), H. & T. C. Ry. Co. Survey, Abstract No. 138, and the West part of Section No. FOURTEEN (14), Block ELEVEN (11), H. & T. C. Ry. Co. Survey, Abstract No. 809, all in Wilbarger County, Texas, fourteen miles north-northwest of Vernon, and being a part of tract 2 as described in a deed to James Franklin Brock, dated March 3, 1995, of record in volume 465, page 322 of the official public records of Wilbarger County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North Boundary Line (N.B.L.) of this tract, being the NE corner of Section No. 11 and the NW corner of Section No. 14 and near the centerline of FM Highway No. 91 right-of-way, and having Texas State Plane, North Central Zone, NAD83 Grid coordinates of X=1711496.71 and Y=7542164.54;
THENCE North 73 deg. 18 min. 36 sec. East, along the N.B.L. of Section No. 14 and along the FM Highway No. 91 right-of-way for a distance of 735.3 feet to a survey nail found in the pavement, for the NE corner of this tract; (All bearings also refer to the Texas State Plane, North Central Zone, NAD83 Grid)

THENCE South 16 deg. 38 min. 10 sec. East, along the E.B.L. of the Brock tract, at 42.8 feet pass an old fence corner post near the S.B.L. of FM Highway No. 91 right-of-way line, continuing on along an old fence line for a total distance of 1827.19 feet to a ½" iron rod set for the SE corner of this tract, from which a ½" iron rod found at the SE corner said Brock tract bears South 16 deg. 38 min. 10 sec. East a distance of 2307.37 feet;
THENCE in a southwesterly direction along a curve to the left, having a radius of 10565.0 feet and arc length of 154.98 feet, whose chord bears South 80 deg. 04 min. 58 sec. West a distance of 154.98 feet to a point, for an angle point in this tract;
THENCE in a northwesterly direction along a curve to the left, having a radius of 10565.0 feet and arc length of 1866.88 feet, whose chord bears North 77 deg. 48 min. 50 sec. West a distance of 1864.46 feet to a point in the W.B.L. of the Brock tract, the SW corner of this tract and a point in Wilbarger County Road 101 North, from which a ½" iron rod set for reference in the E.B.L. of said roadway bears South 82 deg. 47 min. 11 sec. East a distance of 38.27 feet;
THENCE North 16 deg. 38 min. 10 sec. West, along the centerline of Wilbarger County Road 101 North and the W.B.L. of the Brock tract, a distance of 908.54 feet to a point on the N.B.L. of Section No. 11, for the NW corner of this tract;
THENCE North 73 deg. 18 min. 36 sec. East, along the N.B.L. of Section No. 11, a distance of 1052.1 feet to the point of beginning, and containing 56.199 total acres of land, of which approximately 1.72 acre is within the right-of-way of FM Highway No. 91 and approximately 0.76 acre is within Wilbarger County Road 101 North, including all improvements, wells, pump, panel, and underground water line with risers.

Correct description of property:

The South One-Hundred Acres (S100) of the East Three-Hundred Acres (E300) of Section Nine (9), Block Sixteen (16), H&TC Ry Company Surveys, Wilbarger County, Texas, Certificate #32/3038, Patent #115, Volume #110, dated May 21, 1889, less a 0.36 acre tract and a driveway easement near its Southeast corner, said 0.36 acre tract and its easement are described as follows:

0.36 ACRE TRACT: A tract out of the SE part of Section 9, Block 16, H&TC Ry Company Survey, Wilbarger County, Texas, described as follows:

BEGINNING at a wood stake set for the SE corner, said wood stake set 350.0 feet N 18 deg. W of a nail set in a shiner in the SBL and 627.0 feet S 72 deg. W of the SE corner of Section 9, said nail being 0.6 feet N 18 deg. W from the center ofFM Road 924;
THENCE S 72 deg. W 156.0 feet along a line parallel to the SBL of Section 9 to a wood stake set for the SW corner of this tract;
THENCE N 18 deg, W 100.0 feet to a wood stake set for the NW corner of this tract in a cotton field;
THENCE N 72 deg. E 156.0 feet to a 1/2" iron rod set for the NE corner of this tract;
THENCE S 18 deg. E 100.0 feet along the EBL of this tract to the place of beginning;

EASEMENT TRACT: A driveway access easement being a tract out of the SE part of Section 9, Block 16, H&TC Ry Company Survey, Wilbarger County, Texas, described as follows:

BEGINNING at a point adjoining the North R/W easement of FM Road 924, said line being 49.3 feet N 18 deg. W of the SBL of Section 9 and 743.0 feet S 72 deg. W of the SE corner of section 9;
THENCE S 72 deg. W 40.0 feet to a 1/2" iron rod set in the North R/W easement of FM Road 924 for the SW corner of this easement;
THENCE N 18 deg. W 300.7 feet to a wood stake set for the NW corner of this easement;
THENCE N 72 deg. E 40.0 feet to the NE corner of this easement;
THENCE S 18 deg. E 300.7 feet to the SE corner of this easement and place of beginning.

Correct description of property:

190 acres, more or less, described as The North Two-Hundred Acres (N200) of the East Three-Hundred Acres (E300) of Section Nine (9), Block Sixteen (16), H&TC Ry Company Surveys, Wilbarger County, Texas, Certificate #32/3038, Abstract Four (4), Patent #166, Volume 110, dated day 21, 1889, less a 10.0 acre tract of land and an ingress/egress easement transferred by warranty deed on February 26, 1986 to George L Norris and Carol Bunch Norris, and recorded in the Wilbarger County, Texas, Deed Records in Volume 392, Page 187, said two tracts are described as follows:

10.0 ACRE TRACT: A 10.0 acre tract of land in Section 9, Block 16, H&TC Ry Company Survey. Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a 1/2" iron reinforcing rod set; said rod bears S 19 deg. 19 min. 22 sec. E 153.87 feet to a 1/2" iron reinforcing rod set for the Northwest corner of a 60 foot road easement; said Northwest corner of 60 foot road easement bears N 72 deg. 55 min. 03 sec. E 1,140.13 feet and S 18 deg. 00 min. 00 sec. E 1009.64 feet to an iron bolt found for the Southeast corner of Section 9, Block 16, H&TC Ry Company Survey, Wilbarger County, Texas;
THENCE S19 deg. 19 min. 22 sec. E 393.74 feet to a 1/2" iron reinforcing rod set;
THENCE S 72 deg. 49 min. 49 sec. W 1, 107.10 feet to 1/2" iron reinforcing rod set;
THENCE N 19 deg. 19 min. 22 sec. W 393.74 feet to 1/2" iron reinforcing rod set;
THENCE N 72 deg. 49 min. 49 sec. E 1107.10 feet to the place of beginning

EASEMENT TRACT: An easement for ingress/egress to/from said 10.0 acre tract and FM Road 432 described by metes and bounds as follows:

BEGINNING at a 1/2" iron reinforcing rod set in the West line of FM Road 432; said rod bears N 72 deg. 55 min. 03 sec. E 35 feet and S 18 deg. 00 min.00 sec. E 2009.64 feet to an iron bolt found for the Southwest corner of Section 9, Block 16, H&TC Ry Company Survey, Wilbarger County. Texas;
THENCE S 18 deg. 00 min. 00 sec. E 60.01 feet along the West line of FM Road 432 to a 1/2" iron reinforcing rod set;
THENCE S 72 deg. 55 min. 03 sec. W 1,103.74 feet to a 1/2" iron reinforcing rod set in the East line of a 10.0 acre tract of land;
THENCE N 19 deg. 19 min. 22 sec. W 60.05 feet along the East line of said 10.0 acre tract to a 1/2" iron reinforcing rod set;

THENCE N 72 deg. 55 min. 03 sec. E 1,105.13 feet to the place of beginning and containing 1.52 acres of land more or less.

Correct description of property:

156-3/16 acres, more or less, described as 60 acres, being the North 31.3 acres of the East 72.75 acres of Survey Fifteen (15), in Block Ten (10), Abstract 138 and the North 28.7 acres of the West 75.625 acres of Survey Nine (9), in Block Sixteen (16), Abstract 762 of the H&TC Ry Company Surveys, Wilbarger County, Texas, as shown by warranty deed executed by Mrs. Mattie Cummins, et al, to C. Pollen, dated February 10, 1933, and recorded in Volume 129, Page 43, Deed Records of Wilbarger County, Texas, and the South 96-3/16 acres of the East 149-3/8 acres of the West 298-3/4 acres of the North one-half (N/2) of Survey Fifteen (15) in Block Ten (10), Abstract 188, of the H&TC Ry Company Surveys, Wilbarger County, Texas, as shown by warranty deed executed by J.O. Henry and wife, Francis Edna Henry to C. Pollen, dated November 16, 1932, recorded in Volume 127, page 577, Deed Records ofWilbarger County, Texas, said 155-3116 acres described by metes and bounds as follows:

BEGINNING at the Northwest corner of Section 15, in Block 10, H&TC Ry Co Surveys;
THENCE S 72 deg. 2 min. Wwith the North line of the most northerly North line of this tract and the South line of a tract owned by S.H. Tooley et al, in Section 14, Block 10, H&TC Ry Co Surveys;
THENCE S 17 deg. 58 min. E with the most easterly West line west line of this tract and the most easterly East line of a tract owned by a Bessie and C.W. Pollard 955.5 feet to corner;
THENCE S 72 deg. 2 min. W with the most southerly North line of this tract and the most northerly South line of tract owned by Bessie and C.W. Pollard 2463 feet to corner;
THENCE S 17 deg. 58 min. E with the most westerly West line of this tract and the most Westerly East line of a tract owned by Bessie and C. W. Pollard 1678.5 feet to a point in the North line of a tract owned by E.P. Robertson, said point being the Southwest corner of this tract;
THENCE N 72 deg. 2 min. E with the most southerly South line of this tract and the North line of a tract owned by E.P. Robertson 2412 feet to a point in the West line of a tract owned by Mrs. Mattie Cummins, the most southerly Southeast corner of this tract;
THENCE N 15 deg. 58 min. W with the most westerly East line of this tract and the West line of tract owned by Mrs. Mattie Cummins 535 feet to corner, said comer being the Northwest corner of said Cummins tract;

THENCE N 73 deg. 25 min. E with the most northerly South line of this tract and the North line of said Cummins tract 1225 feet to a point in the West line of a tract in Section 9, Block 16, H&TC Ry Co Surveys, owned by R.F. Hardison, said point being the Northeast corner of said Cummins tract and the most easterly Southwest corner of this tract;
THENCE N 16 deg. 23 min. W with the most easterly East line of this tract, and the West line of said RF. Hardison tract 2105.8 feet to a point in the South line of a tract owned by G.O. Holman in Subdivision r in the M.A Sams Survey, also said point being the Northwest corner of said Hardison tract and also the Northeast comer of this tract;
THENCE S 74 deg. 7 min. W with the most northerly North line of this tract and the South line of said C.O. Holman tract in the M.A Sams Survey No.4, 654 feet to the approximate place of beginning.

Correct description of property:

Being a tract of 9.645 total acres of land out of Section No. TWENTY-SEVEN (27), Block SIXTEEN (16), H. & T. C. RY. Co. Survey, Abstract No. 412, Wilbarger County, Texas, generally
described as all that portion of Section No. 27 between the right-of-way of U.S. Highway No. 287 on the north and the Burlington Northern Ry. Co. (formerly Ft. Worth & Denver RR) on the south, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron Pipe found at the intersection of the south right-of-way line of U.S. Highway No. 287 and the West Boundary Line (W.B.L) of Section No. 27, said iron pipe bearing
1207.22 feet South 18 deg.07 min. East of a 2" iron pipe found at the most southerly NW corner of Section No. 27, for the NW corner of this tract;
THENCE South 55 deg. 49 min. East, along the south right-of-way line of U.S. Highway No. 287, a distance of 1632.43 feet to a 1/2" iron rod set in the S.B.L. of Section No. 27, for the most easterly corner of this tract;
THENCE South 71 deg. 57 min. West, along the S.B.L. of Section No. 27, at 68.78 feet pass a 1/2" iron rod set in the N.B.L. of an existing county road (road easement of record in Volume 1, page 199 of the Wilbarger County road minutes), continuing on for a total distance of 124.15 feet to a point in the original north right-of-way line of the Burlington Northern Ry. Co. (100 feet north of and opposite the centerline of said railroad), for a corner of this tract;
THENCE North 77 deg. 40 min. 26 sec. West, along the centerline of the existing county road, parallel with and remaining 100 feet north of and opposite the Burlington Northern Ry. track, a distance of 1014.46 feet to a point in the W.B.L. of Section No. 27, for the SW corner of this tract;
THENCE North 18 deg. 07 min. West, along the W.B.L. of Section No. 27, at 34.9 feet pass a 2" iron pipe found in the N.B.L. of the county road, continuing on for a total distance of 777.4 feet to the point of beginning, and containing a total of 9.645 total acres of land, of which 0.7 acre is within the county road, leaving 8.945 net acres.

Correct description of property:

Being a tract of 11.775 acres of land out of the W. C. Edwards Survey Six (6), Abstract Twenty-three (23), Wilbarger County, Texas, and being a part of the tract of land under Contract of Sale and Purchase with the Texas Veterans Land Board to Benjamin H. Smith, Jr., dated October 23, 1968, and recorded in Volume 263, Page 561 of the Deed Records of Wilbarger County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch iron pipe found at the point of intersection of the North Boundary Line (N.B.L.) of the W. C. Edwards Survey No. 6 and the NE right-of-way line of the Burlington Northern Railroad (formerly F.W.& D.C. RR. Co.), said iron pipe bearing 1733.61 feet (624.1 varas) South 69 deg. 05 min. West of a 2 inch iron pipe found at the NE corner of the W. C. Edwards Survey No. 6;
THENCE North 69 deg. 05 min. East, along the N.B.L. of the W. C. Edwards Survey No. 6, along an existing power pole line and paralleling an existing fence line 1.8 feet to the North, a distance of 832.78 feet (299.8 varas) to a 1/2" iron rod set on the South right-of-way line of U.S. Highway No. 287;
THENCE South 55 deg. 45 min. east along the South right-of-way line of U.S. Highway No. 287, a distance of 707.83 feet (254.82 varas) to a 6 foot steel "T" post set for a point;
THENCE South 69 deg. 05 min. West a distance of 912.83 feet (328.62 varas) to a 6 foot steel "T" post set on the NE right-of-way line of the Burlington Northern Railroad;
THENCE North 54 deg. 40 min. West, along the railroad right-of-way line, a distance of 213.63 feet (76.91 varas) to a 1/2" iron rod set for a point;
THENCE North 47 deg. 55 min. West, along the railroad right-of-way line, a distance of 452.78 feet (163 varas) to the point of beginning and containing 11.775 acres of land.

Correct description of property:

19.46 acres of land out of a tract of land of Twenty-one acres, more or less, out of the W. C. Edwards Survey, A-23, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a found 2" iron pipe set for the NE corner of said W. C. Edwards Survey and the NW corner of Section 27, Block 16, H&TC Ry. Co. Survey, wilbarger County, Texas;
THENCE S 18 deg. E, along the East boundary line of said W. C. Edwards Survey and the West boundary line of said Section 27, Block 16, 1207.22 feet to a 2" iron pipe, the BEGINNING point of this tract;
THENCE S 18 deg. E along the EBL of said W. C. Edwards Survey and the West boundary line of said Section 27, Block 16, 742.5 feet to a 2" iron pipe for the NE corner of this tract;
THENCE N 73 deg. 55 min. W 444.4 feet;
THENCE N 67 deg. 42 min. W 558.33 feet;
THENCE N 60 deg. 35 min. W 558.33 feet;
THENCE N 54 deg. 40 min. W 344.7 feet to a set 6 ft. steel "T" post for the NW corner of this tract;
THENCE N 69 deg. 5 min. E 912.83 feet to a set 6 ft. steel "T" post for a corner;
THENCE S 55 deg. 45 min. E 761.02 feet to the PLACE OF BEGINNING.

Correct description of property:

Being a tract of 13.124 total acres of land, more or less, out of the W. C. Edwards Survey No.6, Abstract No. 23, Certificate No. 1495, Wilbarger County, Texas, and being a part of the first tract of land described in a deed from Minnie Ruth Lankford, a widow to Charles Wesley Lankford, Derrel Wayne Lankford; and Tommy Gene Lankford, dated January 18, 1984, Deed Records of Wilbarger County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the NW corner of this tract, a 1/2" iron rod and 6 foot steel 'T' fence post set at the intersection of the NBL of the W. C. Edwards Survey No.6, and the EBL of an existing Wilbarger County Road, said iron rod bearing 2352.89 feet S 69 deg. 05' W of a 2" iron pipe found at the NE corner of the W. C. Edwards Survey No.6, and also bearing 1940.11 feet N 69 deg. 05' E of a 1/2" iron rod set at the SW corner of Section 27, Block 10, H&TC RR Co. Surveys;
THENCE N 69 deg. 05' E, along the NBL of the W. C. Edwards Survey No.6, a distance of 324.97 feet to a 1/2" iron rod and 6 foot steel 'T' fence post set in the Southwestern right of way line of the FW&DR Co., for the NE corner of this tract;
THENCE S 34 deg. 12' 24" E, along the Southwestern right of way line of the FW&DC RR Co., 361.17 feet to a 1/2" iron rod and 6 foot steel 'T' fence post set at the point of beginning of a curve;
THENCE in a southeasterly direction along a curve to the left, remaining on the right of way line of the FW&DR Co., having a radius of 2010.1 feet and arc length of 616.64 feet, whose chord bears S 42 deg. 59' 42" E a distance of 614.22 feet to a point in an existing public road, for the SE corner of this tract, from which a 1/2" iron rod and 6 foot steel 'T' fence post set for reference bears 25.0 feet N 51 deg. 25' 36" W;
THENCE S 40 deg. 26' 36" W, along the center of an existing public roadway, a distance of 805.42 feet to a point for the SW corner of this tract;
THENCE N 17 deg. 56' 13" W along the EBL of an existing Wilbarger County road, at 29.36 feet pass a 1/2" iron rod and 6 foot steel 'T' fence post set for reference, continuing on and aligning with an existing power pole line for a total distance of 1308.48 feet to the point of beginning and containing 13.124 total acres of land, more or less, of which 0.457 acre is in the county road along the southeast boundary line of this tract, leaving 12.667 acres of land, subject to a reservation by Juanita Lankford Grundy and Dale Lankford Douglas of an undivided 1/3 interest each in the oil, gas and other minerals in the above described tract, more fully described in a deed to Thomas David Lankford and Minne Ruth Lankford in a deed dated November 2, 1977, of record in Vol. 321, page 457, Deed Records, Wilbarger County, Texas.

Correct description of property:

SURFACE ONLY:

Being all that portion of the East 136.9 acres of the W. C. Edwards Survey, Certificate No. 1495, lying south of the Fort Worth and Denver City Ry Co. right-of-way, which said 136.9 acre tract has its East line as the East line of said Edwards Survey, and said East line and the West line of said tract parallel, and its North line as the South line of Section 27, Block 10 of the H&TC RR Co. Surveys in Wilbarger County, Texas, and its south line as the North line of Section 41 in Block 16 of the H&TC Ry Co. Surveys in said County, and with its North and South line of sufficient length so as to contain 136.9 acres within the boundary of said tract. The purpose and intention of this deed being to convey all of the land out of the above described 136.9 acre tract lying south of the Fort Worth and Denver City Railway Company right-of-way, with the tract hereby conveyed containing 71 acres of land, more or less.

Correct description of property:

Being 120 acres of land out of the Southeast corner of Section 4, Block 11, of the H&TC Ry Co Survey, bounded and abutted as follows:

BEGINNING at the Southeast corner of said Section 4;
THENCE South 72 deg. West with the South line of said Section 543-1/2 varas, to the Southeast corner of a 120 acre tract out of said Section 4, Patented to J. B. Barnfield;
THENCE North 18 deg. West with the East line of said Barnfield tract 1,253 varas, to a corner;
THENCE North 72 deg. East 543-1/2 varas to a stake on the East line of said Section 4;
THENCE South 18 deg. East with said East line for 1,253 varas to the place of BEGINNING.

SAVE AND EXCEPT 4.63 acres, more or less conveyed by H. T. Cardwell and wife, Bertha K. Cardwell to Dan C. White and wife, Shelia A. White, dated March 6, 1974 and recorded in Volume 297, page 278 in Deed Records of Wilbarger County, Texas reference to which is hereby referred and SAVE AND EXCEPT an undivided ½ mineral interest conveyed to Daniel Bond dated March 21, 1941, by deed recorded in Volume 150, page 61, of the Deed Records of Wilbarger County, Texas.

Correct description of property:

The West 72 acres of the South 192 acres of the East one-half (E/2) of Section Four (4), Block Eleven (11), of the H&TC Ry Co Survey in Wilbarger County, Texas.

Correct description of property:

South part of Section 16, Block 20, H&TC Ry Co Survey, Wilbarger County, Texas, containing 175 acres, more or less.

Correct description of property:

The East 38.14 acres of the West 76.28 acres of the called East 119.54 acres of Section 2, GC&SF RR Co. Survey, Abstract 1736, Wilbarger County, Texas, and being described by metes and bounds as follows:

COMMENCING at a ½" iron rod set for the southeast corner of Section 5 and the southwest corner of Section 12, Block 11, H&TC RR Co. Survey, in the North line of Section 2, GC&SF RR Co. Survey for the northwest corner of said called 119.54 acre tract; from which a fence corner post bears 86 feet N 73 deg. 01' E, the fenced northeast corner of said 76.38 acre tract bears 2203.8 feet N 73 deg. 01' E and a 2" iron pipe found 0.6 of a foot down in the county road intersection at the occupied southeast corner of Section 12 bears 5329.4 feet N 73 deg. 01' E;
THENCE N 73 deg. 01' E, with the old property-line fence along the occupied South line of Section 12 north of a shelter belt, 1100.7 feet to a 1/2" iron rod set for the northeast corner of the West 38.14 acres for the place of beginning;
THENCE N 73 deg. 01' E 1103.1 feet, with said old property-line fence to the northeast corner of said 76.28 acre tract, from which a 4" iron fence corner post bears 1 foot N 13 deg. 57'W;
THENCE S 13 deg. 57' E, with the old property-line fence along the occupied east line of said 76.28 acre tract, at 1573.0 feet leave the fence, in all 1539.5 feet to a P-K nail previously set for the southwest corner of the Morgan property in the North line of Section 21, Block 15, H&TC in paved County Road #155; from which a found spike bears 0.9 of a foot S 13 deg. 57' E;
THENCE S 76 deg. 01' W 1020.5 feet, with the North line of Section 21 in said road, to a spike set for the southeast corner of said West 38.14 acres;
THENCE N 16 deg. 59' W, at 20 feet pass a 1/2" iron rod in the fence, in all 1538.2 feet to the place of beginning,

Correct description of property:

The West 38.14 acres of the West 76.28 acres of the called East 119.54 acres of Section 2, GC&SF RR Co. Survey, Abstract 1736, Wilbarger County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set for the southeast corner of Section 5 and the southwest corner of Section 12, Block 11, H&TC RR Co. Survey, in the North line of Section 2, GC&SF RR Co. Survey for the northwest corner of said called 119.54 acre tract; from which a fence corner post bears 86 feet N 73 deg. 01'E, the fenced northeast corner of said 76.23 acre tract bears 2203.8 feet N 73 deg. 01' E and a 2" iron pipe found 0.6 of a foot down in the county road intersection at the occupied southeast corner of Section 12 bears 5329.4 feet N 73 deg. 01' E;
THENCE N 73 deg. 01' E, with the occupied south line of Section 12, at 86 feet join the old property-line fence along the north edge of a shelter belt, in all 1100.7 feet to a ½" iron rod set for the northeast corner of this tract;
THENCE S 16 deg. 59' E, through the shelter belt parallel with the west line of Section 12, at 1518.2 feet pass a 1/2" iron rod set 0.3 of a foot up in the north road fence, in all 1538.2 feet to a spike set for the southwest corner of the East 38.14 acres of said 76.28 acre tract in the North line of Section 21, Block 15, H&TC RR Co. Survey in paved County Road #155; from which a P-K nail found at the southeast corner of said 76.28 acre tract bears 1020.5 feet N 76 deg. 01' E;
THENCE S 76 deg. 01' W 1102.2 feet, with the North line of Section 21 in said road, to a spike set for the southwest corner of said 119.54 acre tract; from which a utility pole bears 36.4 feet N 73 deg. 31' W, an burned southwest fence corner post bears 32.0 feet N 12 deg. 00' E. and the southeast foundation of a City of Vernon water well bears 122.7 feet N 26 deg. 21' W;
THENCE N 16 deg. 59' 1480.5 feet, with an extension of the West line of Section 12, along semi-abandoned County Roads #155 and #164, to a 1/2" iron rod set for the place of beginning,

Correct description of property:

The East Half (E/2) of Section 8, Block 15, H&TC Ry Co Surveys, Wilbarger County, Texas.

Correct description of property:

100.30 acres of land out of Section 26, Block 10, H&TC Ry. Co. Survey, A-784, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a 6" diameter plastic pipe set for corner at the NW corner of this tract. The NW corner of said Section 26 bears S 72 deg. 00' W 35 feet and N 18 deg. 00' W 25 feet;
THENCE N 72 deg. 00' E, with the South line of a 50 foot county road, 1580.60 feet to a 6" plastic pipe set for the NE corner of this tract and the NW corner of Tract No. 2;
THENCE S 18 deg. 00' E 2764.20 feet to a 6" diameter plastic pipe set for the SE corner of this tract and the SW corner of said Tract No. 2 in the North line of Tract No. 4;
THENCE S 72 deg. 00' W 1580.60 feet to a 6" diameter plastic pipe set for the SW corner of this tract and the NW corner of Tract No. 4 in the East ROW line of a 70 foot county road;
THENCE N 18 deg. 00' W with the East line of said county road, 2764.20 feet to the place of beginning and containing 100.30 acres of land.

Correct description of property:

Field note of a survey of 113.70 acres of land out of Section 26, Block 10, H. & T. C. Ry. Co.
Survey, A-784, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a 6" diameter plastic pipe set for corner, at the N.W. corner of this tract. The N.W. corner of said Section 26 brs. S 72 deg. 00' W 3434.28 feet and N 18 deg. 00' W 25.00 feet;
THENCE N 72 deg. 00' E, with the South line of a 50 foot county road, 1791.72 feet to a 6" plastic pipe set for the N.E. corner of this tract. The N. E. corner of said Section 26 brs. N 18 deg. 00' W 25.00 feet.
THENCE S 18 deg. 00' E, intersect and continue with a fence along the East line of said Section 26, 2746.20 feet to a 6" plastic pipe set in a fence for the S.E. corner of this tract and the N.E. corner of Tract No.6.
THENCE S 72 deg. 00' W, at 1715.10 feet pass the N.W. corner of Tract No.6 and the N.E. corner of Tract No.5, at 1791.72 feet a 6" plastic pipe for the S.W. corner of this tract and the S.E. corner of Tract No.2.
THENCE N 18 deg. 00' W 2764.20 feet to the place of beginning and containing 113.70 acres of
land.

[illegible] described property

Correct description of property:

Field notes of a survey of 115.41 acres of land out of Section 26, Block 10, H. & T. C. Ry. Co.
Survey, A-784, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a 6" diameter plastic pipe set for corner at the N.W. corner of this tract and the N.E. corner of Tract No.1. The N.W. corner of said Sec. 26 brs. S 72 deg. 00' W 1615.60 feet and N 18 deg. 00' W 25.00 feet.
THENCE N 72 deg. 00' E, with the South line of a 50 foot county road, 1818.68 feet to a 6" plastic pipe set for the N.E. corner of this tract and the N.W. corner of Tract No.3;
THENCE S 18 deg. 00' E 2764.20 feet to a 6" plastic pipe set for the S.E. corner of this tract and
the S.W. corner of said Tract No. 3, in the North line of Tract No. 5;
THENCE S 72 deg. 00' W, at 1679.30 feet pass the N.W. corner of Tract No.5 and the N.E. corner of Tract No.4, at 1818.68 feet 6" plastic pipe set for the S.W. corner of this tract and the S.E. corner of said Tract No.1.
THENCE N 18 deg. 00' W 2764.20 feet to the place of beginning and containing 115.41 acres of
land.

Correct description of property:

A 60.22 acre tract of land in the Northeast Quarter (NE/4) of Section 22, Block 15, H&TC Ry. Co., Wilbarger County, Texas and described as follows:

BEGINNING at a 2 inch pipe found buried for the Northeast corner of Section 22, Block, 15, H&TC Ry. Co. Survey;
THENCE S 13 deg. 13' E 990.36 feet to a 2 inch pipe;
THENCE S 76 deg. 53' 24" W 2649.76 feet to a 2 inch pipe set for the Southwest corner of this tract;
THENCE N 13 deg. 07' W 990.36 feet to an iron rod on the North line of Section 22 of the Northwest corner of this tract and the Northwest corner of the 1/4;
THENCE N 76 deg. 53' 24" E 2648.05 feet along the North line of Section 22 to the Place of Beginning and containing 60.22 acres of land.

Correct description of property:

SURFACE ESTATE ONLY

All that certain 140 acres, more or less, situated in the H&TC Ry Co Surveys, Southeast one-quarter of Section 22, Block 15, more fully described in the Warranty Deed to the Veterans Land Board dated April 8, 1964, recorded in Volume 233, Page 392, Deed Records of Wilbarger County, Texas; and further described in that Contract of Sale and Purchase dated April 10, 1964, recorded in Volume 3, Page 562, Bill of Sale Records of Wilbarger County, Texas.

Correct description of property:

The South 100 acres of the Northeast One-fourth of Section 22 in Block No. 15 of the H&TC Ry Co Surveys in Wilbarger County, Texas.

described property

Correct description of property:

Tract One:

148 acres of land out of the NW 1/4 of Section No. 22, Block 15, H&TC Ry Co Survey, Wilbarger County, Texas, the same being all of said NW 1/4, save and except 12 acres heretofore conveyed by me to other parties.

Tract Two:

SURFACE ESTATE ONLY

Being 10 acres in the form of a square out of the NW corner of Section 22, Block 15, H&TC Ry Co Surveys, Wilbarger County, Texas, described as follows:

BEGINNING at the NW corner of said Section 22, for the beginning and NW corner of this tract;
THENCE S 18 E along the West line of said Section 22, 660 feet to a point for the SW corner hereof;
THENCE N 72 E 660 feet to a point for the SE corner hereof;
THENCE N 18 W 660 feet to a point in the North line of said Section 22, for the NE corner hereof;
THENCE S 72 W along the North line of said Section 22, 660 feet to the place of beginning.

Tract Three:

SURFACE ESTATE ONLY

A 2 acre tract of land out of the Northwest Quarter of Section 22, Block 15, H&TC Ry Co Survey, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at the Southwest corner of the NW/4 of Section 22, Block 15, H&TC Ry Co Surveys;
THENCE North for 295 feet 4 inches;
THENCE East for 295 feet;
THENCE South for 295 feet 4 inches;
THENCE West for 295 feet to point of beginning, containing two (2) acres, more or less.

Correct description of property:

The North Eighty (80) acres of the Southwest Quarter (SW/4) and the West Ten (10) acres of the North half (N/2) of the Southeast Quarter (SE/4) of Section Twenty Two (22), Block Fifteen (15), H&TC RR Co. Surveys, Abstract No. 883, Certificate No. 30/3018, Wilbarger County, Texas, being 2970 feet East and West and 1320 feet North and South with applicable declinations.

Correct description of property:

Tract One:

205 Acres of land off the north end of Section 27, Block 10, H&TC Ry Co Surveys, Certificate Number 929, ABST Number 197 Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a stake the northeast corner of said section;
THENCE: South 18 E 783.29 vrs to a stake in the east line of said section;
THENCE: South 72 W 1258.72 vrs to a stake in the east right-of-way line of the FW &DC Ry Co, which stake is 100 feet at right angles from the center line of said railway;
THENCE: Following said right-of-way line in a northwesterly direction on a 2 degree curve and 100 feet from the center line of said railway, a distance of 844.78 vrs. to a fence post, the southeast corner of a 2 acre tract now occupied and fenced by Midway School
THENCE: North 18 W 119.08 vrs to a fence post in north line of said Section, being the northeast corner of said school tract;
THENCE: North 72 E 1737.37 vrs to the place of beginning.

Tract Two:

219.8 Acres more or less in the Southeast corner of Section 27, Block 10, H&TC Ry Co Surveys, Certified Number 929, Abstract Number 197 Wilbarger County, Texas, described as follows:

BEGINNING at the Southeast corner of said section;
THENCE: South 72 W with the South line of said Section to a stake in the east right -of- way line of the FW &DC Ry Co;
THENCE in a northwesterly direction with said right-of-way line to a stake the Southwest corner of a tract of 205 acres in said section conveyed May 12, 1943, by E.M. Haynes et ux to C.B.Haynes;
THENCE North 72 E 1258.72 vrs to a stake in the east line of said section, the Southeast corner of said C.B. Haynes tract;
THENCE South 18 E to the place of beginning.

Correct description of property:

All of the South One-Half (S 1/2) of Section Number 25, Block 10, H&TC Ry Co Surveys, Certificate Number 928, Abstract Number 198, Patent Number 300, Volume 18, in Wilbarger County, Texas, containing 314 acres of land, more or less.

Correct description of property:

THE SURFACE ONLY OF:

TRACT NO. 6 of 97.87 acres, according to plat of survey prepared for partition of the Estate of BESSIE WORD CLANCY in Section 26, Block 10, H. & T. C. Ry. Co. Survey, Abstract No. 784, in Wilbarger County, Texas, said Tract No. 6 being particularly described by metes and bounds as follows:

97.87 acres of land, out of Section 26, Block 10, H. & T. C. Ry. Co. Survey, A-784, Wilbarger County, Texas; described by metes and bounds as follows:

BEGINNING at a 6" dia. plastic pipe set for the N.W. cor. of this tract and the N.E. cor. of Tract No. 5. The N.W. cor. of Section 26 brs. S. 72 deg. 00'W. 3510.90 feet and N. 18 deg. 00' W. 2789.20 feet.
THENCE N. 72 deg. 00' E. 1715.00 feet to a 6" dia. plastic pipe set for the N.E. cor. of this tract and the S.E. cor. of Tract No. 3. Said point being in a fence on the East line of said Section 26.
THENCE S. 18 deg. 00' E., with said fence along the East line of said Section 26 2485.80 feet to a 6" dia. plastic pipe set for the S.E. cor. of this tract. The S.E. cor. of Section 26 brs. S. 18 deg. 00'E. 20.00 feet.
THENCE S. 72 deg. 00'W., with the North R.O.W. line of said 40 foot county road, 1715.10 feet to a 6" plastic pipe for the S.W. cor. of this tract and the S.E. cor. of Tract No. 5.
THENCE N. 18 deg. 00'W. 2485.80 feet to the place of beginning and containing 97.87 acres of land.

Correct description of property:

All that certain tract of land known as the Margaret A. Sams Survey No. 3, patented to T. J. Sams as Assignee of said Margaret A. Sams by Patent No. 237, Volume 38, dated October 11, 1901. Said Survey being more particularly described by metes and bounds as follows:

Beginning at the Northeast corner of Survey No. 8, Block 16, H. & T. C. Ry. Co Survey which is also the northwest corner of Survey No.8, Block 15 of said H&TC Ry. Co. Survey;
THENCE North 18 West 833 vrs. with the west line of Survey No.9, Block 15 to a rock the west northwest corner of said Survey No. 9 and on south line of Survey No. 5 in Block 10, the northeast corner of this survey;
THENCE South 69 deg. 5' West 1511 vrs. a rock in the South line of Survey 5, Block 10 for northwest corner of this survey;
THENCE South 18 east 756 vrs. a rock on the north line of Section 8, Block 16;
THENCE North 72 East 1511 vrs. to the place of beginning, containing 213 acres of land and being the same land conveyed by T. J. Sams to Oscar Holman by deed dated Nov. 8th, 1901 and recorded in volume 27, page 308, Deed Records of Wilbarger County, Texas, reference to which is here made for further description.

Correct description of property:

THE SURFACE ONLY OF:

TRACT NO. 6 of 97.87 acres, according to plat of survey prepared for partition of the Estate of BESSIE WORD CLANCY in Section 26, Block 10, H. & T. C. Ry. Co. Survey, Abstract No. 784, in Wilbarger County, Texas, said Tract No. 6 being particularly described by metes and bounds as follows:

97.87 acres of land, out of Section 26, Block 10, H. & T. C. Ry. Co. Survey, A-784, Wilbarger County, Texas; described by metes and bounds as follows:

BEGINNING at a 6" dia. plastic pipe set for the N.W. cor. of this tract and the N.E. cor. of Tract No. 5. The N.W. cor. of Section 26 brs. S. 72 deg. 00'W. 3510.90 feet and N. 18 deg. 00' W. 2789.20 feet.
THENCE N. 72 deg. 00' E. 1715.00 feet to a 6" dia. plastic pipe set for the N.E. cor. of this tract and the S.E. cor. of Tract No. 3. Said point being in a fence on the East line of said Section 26.
THENCE S. 18 deg. 00' E., with said fence along the East line of said Section 26 2485.80 feet to a 6" dia. plastic pipe set for the S.E. cor. of this tract. The S.E. cor. of Section 26 brs. S. 18 deg. 00'E. 20.00 feet.
THENCE S. 72 deg. 00'W., with the North R.O.W. line of said 40 foot county road, 1715.10 feet to a 6" plastic pipe for the S.W. cor. of this tract and the S.E. cor. of Tract No. 5.
THENCE N. 18 deg. 00'W. 2485.80 feet to the place of beginning and containing 97.87 acres of land.

Correct description of property:

All that certain tract of land known as the Margaret A. Sams Survey No. 3, patented to T. J. Sams as Assignee of said Margaret A. Sams by Patent No. 237, Volume 38, dated October 11, 1901. Said Survey being more particularly described by metes and bounds as follows:

Beginning at the Northeast corner of Survey No. 8, Block 16, H. & T. C. Ry. Co Survey which is also the northwest corner of Survey No.8, Block 15 of said H&TC Ry. Co. Survey;
THENCE North 18 West 833 vrs. with the west line of Survey No.9, Block 15 to a rock the west northwest corner of said Survey No. 9 and on south line of Survey No. 5 in Block 10, the northeast corner of this survey;
THENCE South 69 deg. 5' West 1511 vrs. a rock in the South line of Survey 5, Block 10 for northwest corner of this survey;
THENCE South 18 east 756 vrs. a rock on the north line of Section 8, Block 16;
THENCE North 72 East 1511 vrs. to the place of beginning, containing 213 acres of land and being the same land conveyed by T. J. Sams to Oscar Holman by deed dated Nov. 8th, 1901 and recorded in volume 27, page 308, Deed Records of Wilbarger County, Texas, reference to which is here made for further description.

Correct description of property:

All that certain tract of land known as the Margaret A. Sams Survey No.4 by virtue of Cert. No. 1515 awarded to O. Holman February 21, 1898, said survey being more particularly described by metes and bounds as follows:

Beginning at a rock the southwest corner of Survey No. 6, Block 10, H. & T. C Ry. Co. Survey;
THENCE South 20 degrees 55' east with the east line of Survey 14 of said Block 10, 645 vrs. to the southwest corner of this survey;
THENCE North 72 east with the North line of said Survey No.9 at 1597 varas passing a rock set for the northeast corner of said Survey at 1989 varas a rock in a hollow in the same hill on the north line of Survey No. 8 of said Block 16, the southwest comer of Survey 3, this script for the southeast corner of this Survey;
THENCE North 18 west 757 varas to a rock set in the South line of Survey 5, of Block 10;
THENCE South 69 degrees 5' west with the south line of Surveys 5 and 6 at 2024 ½ varas to the place of beginning, containing 250.5 acres of land, the two tracts herein conveyed aggregating 463.5 acres of land.

And being the same land set aside to Mrs. Ida C. Henry in Partition Deed dated the 16th day of December, 1921, and shown of record in volume 88, page 63- 4, Deed Record of Wilbarger County, Texas.

Correct description of property:

258.8 acres of land out of the N 1/2 of Section 4, Block 10, H&TC Ry Co. Survey, Wilbarger County, Texas, and described as a 160 acre tract and a 98.8 acre tract by metes and bounds as follows:

BEING 160 acres known as the S side of the E part of N 1/2 of Section 4, Block 10, H&TC Ry Co. Survey;
BEGINNING at a stake the SE corner of the North 1/2 of said Section 4 from which the NE corner of said Survey 4 bears N 18 W 950 varas;
THENCE S 72 W 1538-1/2 vrs. to a stake for SW corner of this tract;
THENCE N 18 W 587 varas, for NW corner;
THENCE N 72 E 1538-1/2 varas, a stake on E line of said Survey 4;
THENCE S 18 E with said line 587 vrs. to the place of beginning and containing 160 acres of land,

and

98.8 acres known as the N part of E part of N 1/2 of said Section No. 4, Block 10;
BEGINNING at the NE corner of said Section No. 4 for the NE corner of this Survey;
THENCE S 18 E with the East line of said Section No. ~, 363 vrs;
THENCE S 72 W 1538-1/2 vrs. for SW corner;
THENCE N 18 W 363 varas to bois d'arc post in the N line of said Section 4;
THENCE S 72 E with said line, 1538-1/2 vrs. to the place of beginning, and containing 98.8 acres of land, more or less.

Correct description of property:

All of the Southwest quarter (SW/4) of Section Twenty (20), Block No. Fifteen (15) H&TC RR Co. Surveys, Wilbarger County, Texas.

Correct description of property:

All of the South one-fourth (S/4) of the Northwest quarter (NW/4) of Section Twenty (20), Block No. Fifteen (15), H&TC RR Co. Surveys, Wilbarger County, Texas and all of the West Eighty Seven acres (W 87) out the North One Hundred Twenty acres (N 120) out of the Northwest quarter (NW/4) of Section Twenty (20), Block Fifteen (15), H&TC RR Co. Surveys, Wilbarger County, Texas.

Correct description of property:

320 acres of land, more or less, being the West One-Half (W/2) of Section Four (4), Block Eleven (11), H&TC Ry. Co. Surveys (A-2074), in Wilbarger County, Texas, including all improvements and personal property located thereon.

SAVE AND EXCEPT the following described tract which is currently under Contract for Deed with Sam Whatley and Dawn Whatley:

House, horse barns, shop, shed, plus 4 acres, more or less, out of a 320 acre tract, out of the West one-half (W 1/2) of Section Four (4), Block Eleven (11), H&TC Ry. Co. Surveys, Wilbarger County, Texas, being bounded by the West Boundary Line (WBL) of this property and the North edge of the shelter belt and the center pivot to make its path with a 20' clearance for the existing center pivot stopping position.

SAVE AND EXCEPT the following described tract which is currently under Contract for Deed with Robert Lovell and Nancy Lovell:

House plus 13.5 acres, more or less, out of a 320 acre tract, out of the West one-half (W 1/2) of Section Four (4), Block Eleven (11), H&TC Ry. Co. Surveys, Wilbarger County, Texas, being the Southwest corner of the present center pivot and the Northwest corner of the proposed South center pivot tract. The tract described is that land in the respective corner that permits the center pivot to make its path with a 20' clearance.

Correct description of property:

A tract of land being 50 acres out of the Southeast Quarter (SE/4) of Survey No. Five (5) in Block No. Eleven (11), of the H&TC Ry Co Surveys in Wilbarger County, Texas, described by metes and bounds as follows:

Beginning at a stake set in the West line of said SE/4 which is 108 varas N 18 deg W from the SW
corner of same;
Thence N 18 deg.W with the West line of said SE/4 842 varas to stake set for the NW corner of same and of this tract;
Thence N72 deg. E 335.2 varas to stake set for the NE corner of this tract;
Thence S18 deg. E 842 varas to stake for corner
Thence S72 deg. W 335.2 varas to the place of beginning.

Correct description of property:

SURFACE ESTATE ONLY

The South 40 acres of the West 200 acres out of Section Five (5), Block Eleven (11), H&TC RR Co. Surveys, Wilbarger County, Texas

Correct description of property:

The Southeast one-quarter (SE/4) of Section 10, Block 15, H&TC RR Co. Surveys in Wilbarger County, Texas, as well as any other interest in any real property, including minerals wherever situated, SAVE AND EXCEPT, homestead of approximately 55.36 acres located in Section 18, Block 15, H&TC RR Co. Surveys in Wilbarger County, Texas

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Correct description of property:

The South one-half (S/2) of the Southwest one-quarter (SW/4) of Section 21 in Block 15, H&TC Ry CO Survey in Wilbarger County, Texas.

Correct description of property:

All that certain tract or parcel of land, situate, lying and being in Wilbarger County, Texas, and being the North One-half (N/2) of the South One-half (S/2) of Section No. 14, in Block 10, of the H&TC Railway Company Survey of Wilbarger County, Texas, containing 167 5/7 acres of land. .

Correct description of property:

A tract of land being the East 60 acres of the Southwest Quarter (SW/4) of Section Five (5), Block Eleven (11), H&TC Ry Co Surveys, Wilbarger County, Texas

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Correct description of property:

All that certain lot, tract or parcel of land known and described as and being 68.15 acres out of Section 15, Block 10 of the H&TC Ry Co. Surveys in Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a stake driven in the road, the NW corner of the S 1/2 of Survey 15 of H&TC Ry Co. Block 10, Wilbarger County, Texas;
THENCE N 72° E at 8.5 varas pass a fence corner post, at 827.5 varas a fence corner in the North line in the South half said Sur. 15. the NE corner this survey;
THENCE S 18° E 465 varas to a stake the SE corner this survey;
THENCE S 72° W. 827.5 varas to a point in the road on the West line said S 1/2 Survey 15 (This point is 151 S 72° W of a post);
THENCE N 18° W along the said West line S 1/2 Sur. 15 465 varas.

Correct description of property:

83 acres, more or less, off the west end of GC&SF RR Co. Survey No.2, Certificate No. 3830 in Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at the SW corner of said Survey No.2, in the E line of Section No. 4 in Block 11 of the H&TC Ry Co. Survey;
THENCE N 20 deg. 55'W 436 varas to the NW corner of said Survey No.2, the SW corner of Section No. 5 in Block 11 of the H&TC Ry Co. Survey, in the E line of said Section No. 4 in Block 11 of the H&TC Ry Co. Survey;
THENCE N 69 deg. 05' E 1049.6 varas, more or less, to stake in N line of said Survey No.2, in the S line of said Section No.5, the NW corner of an 80 acre tract owned by Olin L. Brooks, et ux;
THENCE S 20 deg. 55' E 262.8 varas, more or less, to an ell corner in said Olin L. Brooks tract;
THENCE S 69 deg. 55' W 55.98 varas, another ell corner;
THENCE S 20 deg. 55' E 231.23 varas, more or less, to stake in S line of said Survey No.2; in north line of Section No. 10 in Block No. 15 of the H&TC Ry Co. Survey;
THENCE S 72 W 983.72 varas to the place of beginning.

Correct description of property:

The South one-half (S/2) of the Southwest one-quarter (SW/4) of Section 21 in Block 15, H&TC Ry CO Survey in Wilbarger County, Texas.

Correct description of property:

The South 167 acres of Section 14 Block 10 H&TC Ry Co Surveys in WIlbarger County, Texas.

Correct description of property:

All of the Southwest quarter (SW/4) of Section Nineteen (19) Block Number Fifteen (15) H&TC Ry Co Surveys, Wilbarger County, Texas.

Correct description of property:

All of the South One-half of a certain tract known as Tract No. 4 of 98.15 acres, according to plat of survey prepared for partition of the Estate of Bessie Word Clancy in Section 26, Block 10, H&TC Ry. Co. Survey, Abstract No. 784 in Wilbarger County I Texas; said Tract No. 4 being described more particularly by metes and bounds on Exhibit A which is attached hereto and made a part hereof for all purposes.

Correct description of property:

The South 106 Acres Section 2, Block 11, H&TC Ry. Co. Survey, said premises lying South of Farm Road 91 in Wilbarger County, Texas

Correct description of property:

All of the South One-half of a certain tract known as Tract No. 5 of 100.20 acres, according to plat of survey prepared for partition of the Estate of Bessie Word Clancy in Section 26, Block 10, H&TC Ry. Co. Survey, Abstract 784 in Wilbarger County, Texas; said Tract No. 5 being described more particularly by metes and bounds on Exhibit A attached to WD vol 510 pg 089.

Correct description of property:

The North one-half of Section 16 Block 10 H&TC Ry Co Surveys in Wilbarger County, Texas.

Correct description of property:

FIRST TRACT: The West 125 acres of the Northwest 1/4 of Section No. 15, Block 10, H&TC RR. Co. Surveys in Wilbarger County, Texas.

SECOND TRACT: All that certain tract or parcel of land, situate, lying and being in Wilbarger County, Texas, and being 24 acres of land out of Survey No. 15, in Block No. 10, H&TC RR Co. Surveys, in Wilbarger County, Texas, Which is described by metes and bounds as follows:

BEGINNING at a point which is 744 varas N 72°E of the NW corner of said Survey No. 15 for beginning corner of this tract;
THENCE S 18° E 950 varas to stake for corner;
THENCE N 72° E 142.5 varas to stake for corner;
THENCE N 15° W 950 varas to stake for corner;
THENCE S 72° W 142.5 varas to the place of beginning.

THIRD TRACT: All that certain tract or parcel of land, situate, lying and being in Wilbarger County, Texas, and being a tract of land out of Survey No. 15, in Block No. 10. H&TC RR Co. Surveys, Wilbarger County, Texas, said tract being more specifically described by metes and
bounds as follows:

BEGINNING at a point which is 886.5 varas N 72° E of the NW corner of said Section No. 15 for the beginning corner of this tract;
THENCE S 18° E 344 varas to stake for corner;
THENCE N 72° E 886.5 varas to stake for corner;
THENCE N 18° W 344 varas to stake for corner;
THENCE S 72° W 886.5 varas to the place of BEGINNING, containing 54.019 acres, more or less.

Correct description of property:

BEING 161 acres of land out of the SW part of Section 9, Block 15 of the H&TC Ry Co. Surveys in Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a point on the South line of said Section 9, 728.45 varas South 72 West from the Southeast comer;
THENCE South 72 West 1171.55 varas to Southwest corner of said Section 9;
THENCE North 18 West 960 varas to South line of Section 5, Block 10;
THENCE North 69 East with South line of Section 5, Block 10, to its Southeast comer;
THENCE South 21 East 367 varas;
THENCE North 72 East 552.55 varas;
THENCE South 18 East 620.5 varas to the Place of Beginning

Correct description of property:

80 acres, more or less, being the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of Section Twenty-one (21), Block Fifteen (15), H&TC Ry. Co. Surveys, Wilbarger County, Texas

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Correct description of property:

The East Sixty (E 60) acres of the Northwest one-fourth (NW 1/4) of Section No. Five (5) in Block Eleven (11) of the H&TC Ry Co Survey in Wilbarger County, Texas.

Correct description of property:

LEGAL DESCRIPTION OF A 28.9 ACRE TRACT OF LAND OUT OF SECTION27, BLOCK 16, H&TC RR SURVEY, A-412, WILBARGER COUNTY, TEXAS, BEING OUT OF THE SAME LAND CONVEYED TO FOUR W FARMS (JOE WORD) FROM JO ALBERT AND GERALD CLARK BLEVINS, BY WARRANTY DEED DATED 3/2/1999 AND RECORDED IN VOLUME 502, PAGE 669 DEED RECORDS OF VERNON, WILBARGER COUNTY, TEXAS, SAID 28.9 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF BEGINNING, being a 1.25" pipe found at the intersection of the West line of Section 27, block 16, A-412 and the North Right of way line of US Highway 287, said pipe, bears N13deg27'37"W, 1936.9 feet, from the Southwest corner of said Section 27;
THENCE N13deg27'37"W, along the occupied west line of section 27, block 16, a distance of 631.83 feet, to a 2" pinched pipe found at a fence corner marking the most Southerly Northwest corner of said Section 27, block 16, same being the Northeast corner of the WC Edwards Survey and
on the South line of Section 27, Block 10;
THENCE N73deg27'27"E, along the North line of Section 27, Block 16, South line of Section 27, Block 10, a distance of 930.43 feet, to a 5/8" iron rod set at a fence corner post on the North line of a east to west lane and gate, marking the Southeast corner of Section 27, Block 10, an ell corner for
Section 27, Block 16 and the Northeast comer of this Tract;
THENCE S 16deg10'18"E, along the newly created boundary line, (being projected from the west fence of this parent tract along the East line of Section 27, Block 10) a distance of 2007.33 feet, to a 5/8" iron rod set on the North right of way line of above said US highway 287, marking the Southeast corner of this tract, also being the beginning of a curve to the right for this tract on said right of way line;
THENCE along the arc of said curve to the right and right of way line, said curve having a radius of 3644.72 feet, a delta angle of 1deg46'06", a chord bearing of N51deg59'54"W, chord length of 112.48 and a arc length of 112.5 feet, to the end of said curve to the right, same being the end of right
of way curve and at a broken TxDOT "Type I" concrete right of way monument;
THENCE N51deg08'19"W, along said right of way line, a distance of 1560.72 feet, to the POINT OF BEGINNING, containing 28.9 acres of land more or less.

Correct description of property:

A 3.417 acre tract out of the NE corner of the W.C. Edwards Survey 6, A-3, being all that part of the W.C. Edwards Survey 6 laying North and East of the new North boundary line of U.S. Highway 287, described by metes and bounds as follows:

BEGINNING at a 2" iron pipe set by me in 1968 at the NE corner of the W.C. Edwards Survey 6;
THENCE S 18 deg. E., along the WBL of Section 27, Block 16, H&TC Ry Co., 632 feet to a 1 1/4" I.P. set at the South corner of this tract in the new NBL of the ROW of U.S. Highway 287;
THENCE N 55 deg. 46' W, along the said NBL of the Highway ROW, 769.2 feet to the West corner of this tract, a 3/8" iron rod set by the Texas Highway Department in the NBL of the W.C. Edwards Survey 6;
THENCE N 69 deg. 05' E, along the pole line and old fence on the NBL of the said Edwards Survey, 471.6 feet to the place of beginning.

SUBJECT to an easement to the Southwestern Bell Telephone Company 20 feet wide adjacent and parallel to the Northeast boundary line of the FW &DC RR Co. Right of Way of record in Vol. 220 at page 78 of the Deed Records of Wilbarger County, Texas, and containing 1.18 acres; and

SUBJECT to an easement of the State of Texas for highway purposes of record in Vol. 140, Page 394 of the Deed Records of Wilbarger County, Texas, containing 2.8 acres of land.

Correct description of property:

SURFACE ONLY:

Being the West 320 acres of Section No. 26, Block 16 of the H&TC RR Co. Surveys, Wilbarger County, Texas, and beginning at a stake the SW comer of said Survey No. 26, and on the East line of Survey No. 27, Block 10, H&TC Ry Co. Surveys;
THENCE N 72 E 1011 vrs. to stake for corner;
THENCE N 18 W 1742 vrs. to stake in the South line of Survey 16, Block 10;
THENCE S 69 deg. 5 min. West, with said line 1100 vrs. to stake, mound and four pits, the SW corner of said Survey No. 16, and the NW corner of this Survey;
THENCE S 20 deg. 55 min. East, with the line of Surveys 26 and 27, Block 10, 1685 vrs. to the place of beginning and being the same land patented to W. M. Thompson, assignee of Minnie Rees, on December 12, 1916, by Patent No. 595, Vol. 51.

Correct description of property:

Being out of Survey No.6 Block 10. H&TC RR Co. Certificate No. 918. Abstract No. 1024. Patent No. 199. Vol. 13. dated October 13, 1892 and deed acquittance, Patent No. 415, Vol. 1, dated August 28, 1940, and described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey;
THENCE North 72 East 2013.5 vrs. to stake for Southeast corner of said survey; .
THENCE North 18 West 1900 vrs. to stake for Northeast corner of said survey;
THENCE South 72 West 1006.8 vrs. to an iron stake in the North line of said Survey the Northeast corner of the Minarik 200 acre tract;
THENCE South 18 East 1121.8 vrs. to an iron pipe for Minarik's Southeast corner;
THENCE South 72 West 1006.7 vrs. to an iron pipe in the West line of said Survey. Minarik's Southwest corner;
THENCE South 18 East 778.2 vrs. to the place of beginning, containing 477.6 acres of land. more or less.

Correct description of property:

Being out of Survey No.6 Block 10. H&TC RR Co. Certificate No. 918. Abstract No. 1024. Patent No. 199. Vol. 13. dated October 13, 1892 and deed acquittance, Patent No. 415, Vol. 1, dated August 28, 1940, and described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Survey;
THENCE North 72 East 2013.5 vrs. to stake for Southeast corner of said survey; .
THENCE North 18 West 1900 vrs. to stake for Northeast corner of said survey;
THENCE South 72 West 1006.8 vrs. to an iron stake in the North line of said Survey the Northeast corner of the Minarik 200 acre tract;
THENCE South 18 East 1121.8 vrs. to an iron pipe for Minarik's Southeast corner;
THENCE South 72 West 1006.7 vrs. to an iron pipe in the West line of said Survey. Minarik's Southwest corner;
THENCE South 18 East 778.2 vrs. to the place of beginning, containing 477.6 acres of land. more or less.

Correct description of property:

SURFACE ONLY:

Being a tract of 159.846 total acres of land in Section No. FORTY ONE (41), H. & T. C. Ry. Co. Survey, Block SIXTEEN (16), Abstract No. 419, Wilbarger County, Texas, 10.5 miles W-NW of Vernon, and being generally described as the SW/4 of said Section No. 41, and being more particularly described by metes and bounds as follows:

BEGINNING at the occupied SW corner of Section No. 41, for the SW corner of this tract and being the SE corner of a tract of land deeded to John Steven Jackson and Ardis R. Jackson, dated December 12, 2000, of record in volume 519, page 654 of the official public records of Wilbarger County, Texas, and being in an old fence line, under a wire gate and being referenced by a 1/2" iron rod found beside the north wood gate post bearing North 13 deg. 44 min. West a distance of 15.3 feet and the south gate post bearing South 13 deg. 44 min. East a distance of 4.4 feet, said beginning point having Texas State Plane, North Central Zone, NAD83 Grid coordinates of X = 1681009.28 ft. and Y =7 489496.07 ft.; (All bearings also refer to the Texas State Plane, North Central Zone, NAD83 Grid)
THENCE North 13 deg. 44 min. 10 sec. West, along the mean line of a very old fence on the occupied West Boundary Line (W.B.L.) of Section No. 41, with the E.B.L. of the Jackson tract, a distance of 2638.1 feet to a point for the NW corner of this tract, from which a found 1/2" iron rod under the old fence alignment bears North 76 deg. 25 min. 54 sec. East a distance of 2.0 feet and a fence corner and fence bearing eastward was found 89.6 feet northerly;
THENCE North 76 deg. 25 min. 54 sec. East along the N.B.L. of this tract, remaining south of and approximately parallel with the fence located northerly, at 2610.5 feet pass a fence on the W.B.L. of Wilbarger County Road No. 85 S, referenced by a 1/2" iron rod set beside the NE fence corner which bears North 13 deg. 44 min. 47 sec. West a distance of 89.9 feet, continuing on for a total distance of 2638.9 feet to a point in the center of said Wilbarger County Road No. 85 S, for the NE corner of this tract;
THENCE South 13 deg. 44 min. 47 sec. East, along the County Road No. 85 S, a distance of 2639.0 feet to a point in the road intersection with Wilbarger County Road No. 114 W bearing eastward, being the SE corner of this tract and from which a 1/2" iron rod set beside a fence corner post bears South 45 deg. 30 min. 20 sec. West a distance of 43.7 feet;
THENCE South 76 deg. 27 min. 13 sec. West, along the S.B.L. of Section No. 41, a distance of 2638.9 feet to the point of beginning, and containing 159.846 total acres of land, of which approximately 2.0 acres is within Wilbarger County Road No. 85 S;

Correct description of property:

Being a part of the South 1/2 of Section No. 15 in Block No. 10 of the Houston & Texas Central Railway Co Surveys described as follows:

BEGINNING at the SW corner of said section;
THENCE North 18 degrees West 485 varas to the SW corner of a tract of 68.15 acres conveyed by E. P. Robertson, et ux, to Robert J. Lyon, et ux, by deed of record ih Volume 178, Page 87 of the Deed Records of said County;
THENCE North 72 degrees East 827.5 varas to Lyon's SE corner;
THENCE North 18 degrees West 465 varas to his Northeast corner in the North line of the South
1/2 of said section;
THENCE North 72 degrees East 945.15.varas to Bessie A. Pollard's West line in the North line of the South 1/2 of said section;
THENCE South 18 degrees East 950 varas to Pollard's W corner in the South line of said section; .
THENCE South 72 degrees West 1773 varas to the place of begining and containing 230.22 acres of land, more or less.

Correct description of property:

88.375 acres of land, more or less, in Wilbarger County, Texas, described by metes and bounds in two tracts as follows:

FIRST TRACT:

The South 41.45 acres of the East 72.75 acres of Section 15 in Block 10 of ,the H&TC RR Co. Survey in Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at the SE corner of said Section;
THENCE S72W 216 varas to the SW corner of a 72.75 acres tract in Section 9, Block 16 H&TC RR Co. Survey;
THENCE N18W 1144 varas to a stake in W line of said 72.75 acre tract and the SW corner of the N 31.3 acres;
THENCE N 72 E 248 varas to the E line of said Section 15;
THENCE S18E 1144 varas to the PLACE OF BEGINNING.

SECOND TRACT:

The South 46.925 acres of the West 75.625 acres of Section 9, Block 16 of the H&TC RR Co. Survey in Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at the SW corner of said Section;
THENCE N21W with the W line of said Survey 1144 varas to the SW corner of the North 28.7 acres of said 75.625 acre tract;
THENCE N72E 195.5 varas to the East line of said 75.625 acre tract;
THENCE S18E 1141 varas to stake in the South line of Section 9;
THENCE S72W with the South line of Section 9, 168 varas to the PLACE OF BEGINNING.

Correct description of property:

SURFACE ONLY:

Being a tract of 160.635 total acres of land in Section No. FORTY (40), H. & T. C. Ry. Co. Survey, Block SIXTEEN (16), Abstract No. 1275, Wilbarger County, Texas, 10.5 miles W-NW of Vernon, and being generally described as the NW/4 of said Section No. 40, and being more particularly described by metes and bounds as follows:

BEGINNING at the occupied NW corner of Section No. 40, for the NW corner of this tract and being the NE corner of Section No. 43, H. & T. C. Ry. Co. Survey, Block 16, said beginning point having Texas State Plane, North Central Zone, NAD83 Grid coordinates of X=1680954.66 ft. and Y=7489483.07 ft.; (All bearings also refer to the Texas State Plane, North Central Zone, NAD83 Grid)
THENCE North 76 deg. 27 min. 13 sec. East along the N.B.L. of Section No. 40 and the N.B.L. of this tract, at 56.1 feet pass the occupied SW corner of Section No. 41, H. & T. C. Ry. Co. Survey, Block 16, a 1/2" iron rod bears North 13 deg. 44 min. 10 sec. West a distance of 15.3 feet, continuing on for a total distance of 2657.6 feet to a point for the occupied NE corner of this tract, from which a 1/2" iron rod set beside a fence corner post bears South 13 deg. 28 min. 38 sec. East a distance of 22.5 feet;
THENCE South 13 deg. 28 min. 38 sec. East, along the occupied E.B.L. of this tract, at 22.5 feet pass a 1/2" iron rod set for reference beside a fence corner post, continuing on along the old fence line for a total distance of 2636.3 feet to a 1/2" iron rod set beside a SE fence corner post, for the SE corner of this tract;
THENCE South 76 deg. 30 min. 58 sec. West, along the old fence, a distance of 2653.8 feet to a 1/2" iron rod set beside a NW fence corner post, for the SW corner of this tract;
THENCE North 13 deg. 33 min. 36 sec. West, along the northward projection of an old fence which bears South 13 deg. 33 min. 36 sec. East (said fence believed to be the W.B.L. of the south half of Section No. 40) across a cultivated field remaining east of an existing fence, a total distance of2633.4 feet to the point of beginning, and containing 160.635 total acres of land.

Correct description of property:

156.5 acres out of the East 158.5 acres of a 276.5 acre tract conveyed to M. C. Breshears, et ux, and Donald R. Lamb, et ux, by John R. Black, Jr., by deed dated February 7, 1977, of record in
Vol. 316, page 337 deed records Wilbarger County, Texas, such 156.5 acres being described by metes and bounds as follows:

BEGINNING at the NE corner of Section 14, Block 11, H&TC Ry Co. Surveys;
THENCE S 72 W 828.9 varas to a point for the NE corner of a two acre tract heretofore conveyed to Sidney Lee by the Grantors herein;
THENCE S 18 E 95.4 varas to the SE corner of said Lee tract;
THENCE S 72 W 108 varas to the SW corner of said Lee tract;
THENCE S 18 E 859.7 varas to point for the SW corner of this tract;
THENCE N 72 E 936.9 varas to a point in the East line of said Section 14;
THENCE N 18 W 955.1 varas to the place of beginning and being all of that tract of 158.5 acres partitioned to M. C. Breshears, et ux, in a partition deed of record in Vol. 327 , page 586 deed records Wilbarger County, Texas, SAVE AND EXCEPT, a two acre tract out of the NW corner of the same heretofore conveyed to Sidney Lee by the Grantors herein.

Correct description of property:

The Northeast one-quarter (NE 1/4) and the East 220 acres of the South one-half (S 1/2) of Section Forty-three (43), Block Sixteen (16), H&TC Ry Co Surveys, Abstract No. 420, Wilbarger County, Texas.

Correct description of property:

The South sixty (S 60) acres of the West one hundred ninety-three and eight-tenths (W 193.8) acres of the East 397.6 acres of Section Five (5), Block Ten (10), H&TC Ry Co. Surveys, Wilbarger County, Texas.

Correct description of property:

The South one hundred five (S 105) acres of the East 203.8 acres of Section Five (5), Block Ten (10), H&TC RR Co. Surveys, Wilbarger County, Texas.

There is included in this conveyance a right-or-way covering a 30 foot strip along the West line ofthe North 98.8 acres of the East 203.8 acres of said Section for ingress and egress as shown by instrument, recorded in Vol. 183, page 306, Deed Records, Wilbarger County, Texas.

Correct description of property:

The North 98.8 acres of the East 203.8 acres of Section 5, Block 10, H&TC Ry Co. Surveys, Wilbarger County, Texas.

Correct description of property:

The Southeast Quarter (SE/4) of Section Twenty-One (21), Block Fifteen (15), H&TC Ry Co Survey, Wilbarger County, Texas, containing 160 acres, more or less.

Correct description of property:

The North 60 acres of the South 120 acres of a 193.8 acre tract in Section 5, Block 10, H&TC RR Co. Surveys, Wilbarger County, Texas, said 193.8 acre tract being described as follows:

BEGINNING at a point on the North line of said Section 5, which is 605-1/2 vrs. S 72 deg. W of the NE corner of said survey, for the NE corner ofthis tract;
THENCE S 72 deg, W 576 vrs. to a stake for corner;
THENCE S 18 deg, E 1900 vrs. to stake for corner;
THENCE N 72 deg. E 576 vrs. to stake for corner;
THENCE N 18 deg. W 1900 vrs. to the place of beginning,

SAVE AND EXCEPT: SURFACE ONLY:

Being a tract of 4.65 total acres of land out of the NE corner of Section No. Five (5), Block Ten (10), H&TC RR Co. Surveys, Wilbarger County, Texas, 3.2 miles S-SE of Odell, and being a part of the tract of land described as tract 1 in a deed from Henry Leroy Connor, et ux, to Hollis E (Si) Sullivan, G. Hollis Sullivan, dated March 30, 1976, of record in Vol. 309, page 703 of the Deed Records of Wilbarger County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found buried at the NE corner of Section No.5, Block 10, H&TC RR Co. Surveys, being the SE corner of Section No.4, same block, and being in the West Boundary Line (WBL) of the W. A. McKinney Survey No.2, Abstract No. 1779, for the NE corner of this tract;
THENCE South 18 deg. 03 min. East, along the EBL of Section No.5 and the WBL of the W. A. McKinney Survey No.2, at 20.5 feet pass a 6 inch iron pipe fence corner post set in the concrete, continuing on alongside an old fence line for a total distance of 445.3 feet to a point for the SE corner of this tract, from which a 6 inch iron pipe fence corner post set in concrete bears 0.8 foot North 72 deg. East;
THENCE South 71 deg. 45 min. West, along an existing fence line for a distance of 426.4 feet to a 6 inch iron pipe fence corner post set in concrete, for the S-SW corner of this tract;
THENCE North 07 deg. 59 min. West, along an existing fence line for a distance of 57.8 feet to a 6 inch iron pipe fence post set in concrete being the South post in a gate and an angle point in this tract;
THENCE North 12 deg. 38 min. West, along an existing fence line for a distance of 197.5 feet to a 6 inch iron pipe fence corner post set in concrete, for an inner ell corner of this tract;
THENCE South 70 deg, 40 min. West, along an existing fence line for a distance of 92.6 feet to a 6 inch iron pipe fence post set in concrete, for the N-SW corner of this tract;
THENCE North 40 deg. 42 min. West, along an existing fence line for a distance of 61.8 feet to a 2 inch iron pipe fence post set in concrete, for an angle point in this tract;
THENCE North 18 deg. 01 min. West, along an existing fence line, at 121.9 feet pass a 6 inch iron pipe fence corner post set in concrete on the SBL of a County road (See road minutes volume 2B, page 558 for documentation), continuing on for a total distance of 138.8 feet to a 1/2 iron rod buried in the roadway, being on NBL of Section No.5 and the NW corner of this tract;
THENCE North 72 deg. East along the NBL of Section No.5 and the center of the county road. a distance of 514.0 feet to the point of beginning, and containing n total cf 4.65 acres of land, (If which the North 20 feet (0.24 acre) was designated as a public roadway, leaving 4.41 net acres.

Correct description of property:

200 acres out of the Northwest part of Section 12, Block 11, H&TC RR Co. Surveys, Wilbarger County, Texas, described as follows:

BEGINNING at the NW corner of said Section 12, Block 11, H&TC RR Co. Surveys, a set 3/8" iron rod at the fence corner, for the NW corner of this tract; .
THENCE N 69 deg. 02' E along the NBL of said Section 12, with the old fence, at 3766 feet pass the fence corner, in all 3960.0 feet to a set 3/8" iron rod in the old fence row the NE corner of this tract;
THENCE S 20 deg. 45' E, across the cultivated field, at 56 feet pass and under an electrical power line in all 2200.0 feet to the SE corner of this tract from which a set 3/8" iron rod bears 6.4 ft. N 69 deg. 05' E and the SBL fence bears 13.7 feet S 20 deg. 45' E;
THENCE S 69 deg. 05" W parallel to the NBL of said Section 12 and remaining North of the SBL fence, at 3953.6 ft. pass a set 3/8" iron rod in all 3960 feet to the old fence the west boundary line of Section 12 a point for the SW corner of this tract from which the Southwest fence corner bears 67.6 ft. S 20 deg. 45' E;
THENCE N 20 deg. 45' W with the fence along the WBL of Section 12, 2200 ft. to the place of beginning.

SAVE AND EXCEPT a 50 acre tract out of the same described as follows:

A tract of 50.000 acres of land out of Section No. Twelve (12), Block Eleven (11), H&TC Ry Co. Surveys, Wilbarger County, Texas, and being a part of the 200.00 acre tract of land under contract
of sale and purchase with the Texas Veterans Land Board to Phillip Randall Boyd, of record in Vol. 322, page 229, Deed Records of Wilbarger County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a point on the E.B.L. of the 200.00 acre parent tract, a 1/2" iron rod set for the NE corner of this tract, said iron rod bearing 3960.00 feet North 72 deg. East and 150.00 feet South 18 deg. East of a 2" iron pipe and 3/8" iron rod found at the NW corner of said Section No. 12, said iron rod also being on the W.B.L. of a road easement accessing this tract;
THENCE South 18 deg. East along the E.B.L. of the 200.00 acre parent tract, a distance of 2050.00 feet to the SE corner of the 200.00 acre parent tract, and the SE corner of this tract from which a reference 1/2" iron rod in an old fence line bears 16.8 feet South 18 deg. East;
THENCE South 72 deg. West along the SBL of the 200.00 acre parent tract, a distance of 1550.00 feet to the SW corner of this tract, from which a referenced 1/2" iron rod in an old fence" line bears 36.3 feet South 18 deg. East;
THENCE North 18 deg. West a distance of 600.00 feet to a ½" iron rod set for the S-NW corner of this tract;
THENCE North 72 deg. East a distance of 253.36 feet to a 1/2" iron rod set in an existing fence line, for an inner ell corner of this tract;
THENCE North 19 deg. 57 min. 06 sec. east along the fence line, a distance of 907.16 feet to a 1/2" iron rod set for an inner ell corner of this tract;
THENCE North 15 deg. 14 min. 12 sec. West along the fence line, a distance of 382.47 feet to a 1/2" iron rod set at an angle point in the fence;
THENCE North 06 deg. 29 min. 30 sec. West along the fence line, a distance of 359.89 feet to a 1/2" iron rod set for the N-NW corner of this tract;
THENCE North 72 deg. East a distance of 648.50 feet to the point of beginning, and containing 50.000 acres of land, leaving 150 acres, more or less, hereby conveyed,

There is also conveyed with said 150 acre tract an Easement for ingress and egress across an 80 acre tract out of the NE corner of said Section as fully described in Vol. 304, page 628 of the Deed Records of Wilbarger County, Texas, said Easement being more fully described as follows:

BEGINNING at a point in the East boundary line of the above described 200 acre tract being south 30 feet from the Northeast corner of said 200 acre tract;
THENCE in an Easterly direction 30 feet South of and parallel with the North boundary line of an 80 acre tract described in a deed from J. B. North et ux to Rolfe J. Power, Jr., et al, recorded in Vol 304, page 627 of the Deed Records of Wilbarger County, Texas, to a point in the Westerly boundary line of a county dirt road;
THENCE in a Northerly direction with the Westerly boundary line of said road 30 feet to a point;
THENCE in a Westerly direction along the North boundary line of said 80 acre tract to the Northeast corner of the said 200 acre tract;
THENCE South 30 feet with the Easterly boundary line of said 200 acre tract to the place of beginning.

SURFACE ESTATE ONLY

Being a tract of 50.000 acres of land out of Section No. Twelve (12), Block Eleven (11), H&TC Ry Co Surveys, Wilbarger County, Texas, and being a part of the 200.00 acre tract of land under contract of sale and purchase with the Texas Veterans Land Board to Phillip Randall Boyd, of record in Vol. 322, page 229, Deed Records of Wilbarger County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a point on the E. B. L. of a 200.00 acre parent tract, a 1/2" iron rod set for NE corner of this tract, said iron rod bearing 3960.00 feet North 72 deg. East and 150.00 feet South 18 deg. East of a 2" iron pipe and a 3/8" iron rod found at the NW corner of said Section No. 12, said iron rod also being on the W. B. L. of a road easement accessing this tract;
THENCE South 18 deg. East along E. B. L. of a 200.00 acre parent tract, a distance of 2050.00 feet to SE corner of the 200.00 acre tract, and the SE corner of this tract, from which a reference 1/2" iron rod in an old fence line bears 16.8 feet South 18 deg. East;
THENCE South 72 deg. West along the S. B. L. of a 200.00 acre parent tract, a distance of 1550.00 feet to SW corner of this tract, from which a reference 1/2" iron rod in an old fence line bears 36.3 feet South 18 deg. East;
THENCE North 18 deg. West a distance of 600.00 feet to a 1/2" iron rod set for the S-NW corner of this tract;
THENCE North 72 deg. East a distance of 253.36 feet to a 1/2" iron rod set in a existing fence line, for an inner ell corner of this tract;
THENCE North 19 deg. 57 min. 06 sec. East along the fence line, a distance of 907.16 feet to a 1/2" iron rod set for an inner ell corner of this tract;
THENCE North 15 deg. 14 min. 12 sec. West along the fence line, a distance of 382.47 fet to a 1/2" iron rod set at an angle point in the fence;
THENCE North 06 deg. 29 min. 30 sec. West along the fence line, a distance of 359.89 feet to a 1/2" iron rod set for the N-NW corner of this tract;
THENCE North 72 deg. East a distance of 648.50 feet to the Point of beginning and containing 50.000 acres of land.

IN ADDITION, there is also included an Easement for ingress and egress across an 80 Acre Tract out of the NE corner of said Section as fully described in Vol 304, page 628 of the Deed Records of Wilbarger County, Texas, said Easement being more fully described as follows:

BEGINNING at a point in the East Boundary Line of the above described 2002 acre tract being South 30 feet from the Northeast corner of said 200 acre tract;
THENCE in an Easterly direction 30 feet South of and parallel with the North Boundary Line of an 80 acre tract described in a deed from I.B. North et ux to Rolfe J. Power, Jr., et al, recorded in Vol. 304, page 627 of the Deed Records of Wilbarger County, Texas to a point in the Westerly Boundary Line of a County dirt road;
THENCE in a Northerly direction with the Westerly Boundary Line of said road 30 feet to a point;
THENCE in a Westerly direction along the North Boundary Line of said 80 acre tract to the northeast corner of the said 200 acre tract;
THENCE South 30 feet with the Easterly Boundary Line of said 200 acre tract to the place of BEGINNING.

Correct description of property:

SURFACE ESTATE ONLY:

80 acres, more or less, out of the Southeast 1/4 of Survey No. Nine (9) in Block No. Fifteen (15) of the H&TC Ry Co. Surveys in Wilbarger County, Texas, more fully described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Survey 9 for the beginning corner of this tract;
THENCE N 18 W with the East line of said Survey 620.5 vrs. to stake for NE corner of this tract;
THENCE S 72 W 728.45 vrs. to stake for the NW corner of this tract;
THENCE S 18 E 620.5 vrs. to stake for the SW corner of this tract;
THENCE N 72 E 728.45 vrs. to the place of beginning.

Correct description of property:

All of the North One-half of a certain tract known as Tract No. 4 of 98.15 acres, according to plat of survey prepared for partition of the Estate of Bessie Word Clancy in Section 26, Block 10, H&TC Ry. Co. Survey, Abstract No. 784 in Wilbarger County, Texas; said Tract No. 4 being described more particularly by metes and bounds as follows:

98.15 acres, according to plat of survey prepared for partition of the Estate of Bessie Word Clancy in Section 26, Block 10, H&TC Ry. Co. Survey, Abstract No. 784, in Wilbarger County, Texas, said Tract No. 4 being described more particularly by metes and bounds description as follows:

BEGINNING at a 6" plastic pipe set for the NW corner of this tract at the SW corner of Tract No. 1 said point being in the East ROW line of a 70 foot county road. The NW corner of said Section 26 brs. N 18 deg. 00' W 2789.20 feet and S 72 deg. 00' W 35.00 feet;
THENCE N 72 deg. 00' E, at 1580.60 feet pass the SE corner of Tract No. 1 and the SW corner of Tract No.2, at 1719.98 feet at 6" plastic pipe set for the NE corner of this tract and the NW corner of Tract No.5;
THENCE S 18 deg. 00' E 2485.80 feet to a 6" plastic pipe set for the SE corner of this tract and the SW corner of Tract No.5. Said point being in the North ROW line of a 40 foot county road;
THENCE S 72 deg. 00' 1719.98 feet to a 6" plastic pipe set for the SW corner of this tract. Said point being in the North ROW line of a 40 foot county road and in the East ROW line of a 70 foot county road. The SW corner of said Section 26 brs. S 72 deg. 00' W 35.00 feet and S 18 deg. 00' E 20.00 feet;
THENCE 18 deg. 00' w, with the East line of said 70 foot county road, 2485.80 feet to the place of beginning and containing 98.15 acres of land.

Correct description of property:

All of the North One-half of a certain tract known as Tract No. 5 of 100.20 acres, according to plat of survey prepareq for partition of the Estate of Bessie Word Clancy in Section 26, Block 10, H&TC Ry. Co. Survey, Abstract 784 in Wilbarger County, Texas; said Tract No. 5 being described more particularly by metes and bounds as follows:

Field notes of a survey of 100.20 acres of land out of Section 26, Block 10, H&TC Ry. Co. Survey,
Abstract No. 784, Wilbarger County, Texas, described by metes and bounds as follows:

BEGINNING at a 6" plastic pipe set for the NW corner of this tract and the NE corner of Tract No.4. The NW corner of said Section 26 brs. S 72 deg. 00' W 1754.98 feet and N 18 deg. 00' W 2789.20 feet;
THENCE N 72 deg. 00' E, at 1679.30 feet pass the SE corner of Tract No. 2 and the SW corner of Tract No.3, at 1755.92 feet a 6" plastic pipe for the NE corner of this tract and the NW corner of Tract No.6;
THENCE S 18 deg. 00' E 2485.80 feet at a 6" plastic pipe set for the SE corner of this tract and the SW corner of Tract No.6, in the North line of a 40 foot county road.
THENCE S 72 deg. 00' W, with the North line of said 40 foot county road, at 1755.92 feet at 6" plastic pipe set for the SW corner of this tract and the SE corner of Tract No. 4;
THENCE N 18 deg. 00' W 2485.80 feet to place of beginning and containing 100.20 acres of land.

Correct description of property:

The East 200 acres of Section Twelve in Block 15, H&TC Ry. Co. Surveys in Wilbarger County,
Texas, SAVE AND EXCEPT a one acre tract heretofore conveyed to Rufus Moore by deed of record in Volume 258, page 585, of the Deed Records of Wilbarger County, Texas, and a one acre tract heretofore conveyed to Dan White by a deed of record in Volume 244, page 231, Deed Records, Wilbarger County, Texas.

SAVE AND EXCEPT

Surface Estate Only of: All that certain tract, piece and parcel of land situated in Wilbarger County, Texas and being described as being a tract of3.890 total acres ofland out of Section No. TWELVE (12), Block FIFTEEN (15), H. & T. C. Ry. Co. Survey, Abstract No. 899, Wilbarger County, Texas 0.2 miles west of White City and being a part of the lands deeded to the White City Gin, Inc. by deed volume 344, page 440, and said 3.890 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the SE corner, a 1/2" iron rod set in the North right-of-way line of FM Highway No. 924 and being on the West Boundary Line (W.B.L.) ofa one acre tract deeded to Dan White, et ux, of record in volume 244, page 231 of the deed records of Wilbarger County, Texas, and bearing South 76 deg. 17 min. 20 sec. West a distance of 830.0 feet and North 13 deg. 42 min. 40 sec. West a distance of50.0 feet from the SE corner of Section No. 12, Block 15, H. & T. C. Ry. Co. Survey, and said beginning point having Texas State Plane, North Central Zone, NAD83 coordinates of X=1712263.64 and Y=7513424.67; (All bearings also refer to the Texas State Plane, North Central Zone, NAD83 Grid)
THENCE South 76 deg. 17 min. 20 sec. West, along the north right-of-way line of FM Highway No. 924 (see right-of-way deed in volume 184, page 124), at 57.8 feet cross an existing fence, continuing on for a total distance of 140.0 feet to a point for the SW corner of this tract, and being referenced by a 1/2" iron rod set in a fence and bearing South 13 deg. 42 min. 40 sec. East a distance of 19.5 feet;
THENCE North 13 deg. 42 min. 40 sec. West, at 631.3 feet intersect an old fence and follow for a total distance of787.3 feet to a 112" iron rod set in a cross fence, for the NW corner of this tract; (all 1/2" iron rods set have a yellow plastic cap stamped 'SURVEY RPS 2431';
THENCE North 73 deg. 47 min. 00 sec. East, along an old fence and its projection, a total distance of 40 1.2 feet to a 1/2" iron rod set for the NE corner of this tract;
THENCE South 11 deg. 18 min. 05 sec. West a distance of360.1 feet to a 1/2" iron rod set beside an old fence post, for an angle point in this tract;
THENCE South 76 deg. 17 min. 20 sec. West a distance of 108.5 feet to a 1/2" iron rod set for an inner ell corner in this tract;
THENCE South 13 deg. 42 min. 40 sec. East, at 103.4 feet cross a fence, continuing on for a total distance of 478.6 feet to the point of beginning, and containing 3.890 total acres of land.

Correct description of property:

SURFACE ESTATE ONLY

BEGINNING at the NW corner of Section No. 18,Block 15, H&TC Ry. Co. Surveys in Wilbarger
County, Texas;
THENCE S 18 E 718.6 feet to a point in the West line of said Section 18;
THENCE N 72 E 364.5 feet to a point for the SE corner of this tract;
THENCE N 18 W 718.6 feet to a point in the North line of said Section 18;
THENCE S 72 W 364.5 feet to the place of beginning and containing all that land described in a deed from C. C. White, et ux, to J. R. White dated September 15, 1925, of record in Volume 100 at page 219, Deed Records of Wilbarger County, Texas, in a deed from Clint C. White, et ux to Owen White, et al, dated December 21, 1959, of record in Volume 217, page 111, Deed Records, Wilbarger County, Texas, and in a deed from S. B. Starr, et al to J. R. White dated April 24, 1926, of record in Volume 104, page 307 of the Deed Records of Wilbarger County, Texas, including the gin located on said tract and the machinery, tools, and equipment used in the operation of said gin, more fully described in an inventory of the same agreed upon by all parties hereto.

Correct description of property:

THE SURFACE ESTATE ONLY OF:

FIELD NOTES FOR THE WEST HALF, BEING A 218.1 ACRE TRACT OF LAND OUT OF THE CALLED WEST 440 ACRES OF SECTION 12, BLOCK 15, H&TC RR CO SURVEY, ABSTRACT 899, WILBARGER COUNTY, TEXAS, BEING A PART OF THAT SAME LAND DESCRIBED AS 2 TRACTS IN A WARRANTY DEED FROM MICHELS H. JUNGMAN, TO RAY COWAN, ETAL, DATED JANUARY 29TH, 2010, RECORDED IN VOLUME 619, PAGE 942, OFFICIAL PUBLIC RECORDS OF WILBARGER COUNTY, TEXAS, SAID TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF BEGINNING, being a spike and washer found at the Southwest corner of said Section 12, in the centerline intersection of FM 924 and County Road 97, marking the Southwest corner of this tract;
THENCE N 13 deg. 40'08"W, along the paved center of said County Road 97, and west line of said Section 12, a distance of 5265.72, to a spike found at the Northwest corner of said Section, marking the Northwest corner of this tract;
THENCE N 76 deg.10'39"E, along the North line of said Section 12, pass a wood fence corner on east margin of said road at 36 feet, continue, generally along an old poor fence line, leaving slightly to the north of said fence, a distance of 1801.14 feet, to a 3/8 iron rod and t-post set, marking the Northeast corner of this tract, same being the Northwest corner of the East half of the called west 440 acres of said Section being herein subdivided, whence a fence corner at the northwest corner of the called east 200 acres of the west 440, bears N 78 deg. 37'14"E, 149 feet;
THENCE S 13 deg. 40'32"E, along new common boundary line, pass a fence line at 6 feet, continue generally 150 feet west of and parallel with the old fence line on the east line of the called west 240, pass 3/8 iron rod and t-post set on North right of way line of above said FM 924, at 5221.5 feet, continue a total distance of 5271.51 feet, to a spike set on south line of said Section in the center of said FM 924, marking the Southeast corner of this tract, Southwest corner of the east half being herein subdivided;
THENCE S 76 deg. 21'42"W, along the south line of said Section 12, generally along the center of said FM 924, a distance of 1801.75 feet, to the POINT OF BEGINNING, containing a total of 218.1 acres of land more or less, of which 2.0 acres lies in said FM 924 right of way easement.

Correct description of property:

The South one-third of Section 11 in Block 15 of the H&TC Ry. Co. Surveys in Wilbarger County, Texas, SAVE AND EXCEPT the West 50 acres of the same heretofore conveyed to Owen White by deed of record in Volume 238, page 10 of the Deed Records of Wilbarger County, Texas.

Correct description of property:

The North one-half of the South two-thirds of Section Eleven (11), Block Fifteen (15), H&TC Ry Co Surveys, Wilbarger County, Texas, Certificate #32/3013, A-454, Patent No. 229, Vol.110, dated June 22, 1989.

Correct description of property:

71-1/9 acres of land in the Northwest corner of Section No. Eleven (11), in Block No. Fifteen (15) of the H&TC Ry Co. Survey, in Wilbarger, Texas described by metes and bounds as follows:

BEGINNING at a stake in the NW corner of said Section;
THENCE N 72 E 633.3 varas to stake in North Line of said Section the NW corner of a 71- 1/9 acre tract this day conveyed to Coral Lee Longmire;
THENCE S 18 E 633.3 varas to stake for SW corner of said Longmire tract;
THENCE S 72 W 633.3 varas to stake in the West Line of said Section;
THENCE N 18 W 633.3 varas to the Place of Beginning.

Correct description of property:

THE SURFACE ESTATE ONLY OF:

FIELD NOTES FOR THE EAST HALF, BEING A 218.1 ACRE TRACT OF LAND OUT OF THE CALLED WEST 440 ACRES OF SECTION 12, BLOCK 15, H&TC RR CO SURVEY, ABSTRACT 899, WILBARGER COUNTY, TEXAS, BEING A PART OF THAT SAME LAND DESCRIBED AS 2 TRACTS IN A WARRANTY DEED FROM MICHELS H. JUNGMAN, TO RAY COWAN, ETAL, DATED JANUARY 29TH, 2010, RECORDED IN VOLUME 619, PAGE 942, OFFICIAL PUBLIC RECORDS OF WILBARGER COUNTY, TEXAS, SAID TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF COMMENCEMENT being a spike and washer found POINT OF BEGINNING, being a spike and washer found at the southwest corner of said Section 12, in the centerline intersection of FM 924 and County Road 97, marking the Southwest corner of this the west half;
THENCE N 76 deg. 21'42"E, along the south line of said Section 12, generally along the center of said FM 924, a distance of 1801.75 feet, to a spike set at the POINT OF BEGINNING, and southwest corner of this tract, same being the southeast corner of the east half;
THENCE N 13 deg. 40'32"W, along the new and common boundary line between the east and west half of the called west 440 acres, pass a iron rod and t-post set on the North Right of way line of said FM 924, at 50 feet, continue and being generally 150 feet west of an old fence line, at the east line of the called west 240 acres of said Section 12, pass the north fence line at 5265.5 feet, continue for a total distance of 5271.51 feet, to a iron rod and t-post set on the North line of said Section 12, marking the Northwest corner of this tract, Northeast corner of the west half;
THENCE N 76 deg. 10'39"E, along said North line of Section 12, being approximately 6 feet North of said fence, a distance of 1801.15 feet, to a iron rod and t-post set at the occupied Northeast corner of the called west 440 acres of Section 12;
THENCE S 13 deg. 40'56"E, along the occupied/fenced east line of said called west 440 acres, pass a railroad tie fence corner at 7 feet, continue generally along fence line, pass a iron rod and t-post set on north right of way line of said FM 924, at 5227.3 feet, continue for a total distance of 5277.3 feet, to a spike set on the south line of said Section 12, marking the Southeast corner of this tract;
THENCE S 76 deg. 21'42"W, along the south line of said Section 12, generally along the center of said FM 924, a distance of 1801.75 feet, to the POINT OF BEGINNING, containing a total of 218.1 acres of land more or less, of which 2.0 acres lies in said FM 924 right of way easement.

Correct description of property:

All of the Northwest one-quarter of Section No. 10 in Block No. 15, H&TC Ry Co Surveys in Wilbarger County, Texas, containing 150 acres, more or less

Correct description of property:

WEST ONE-HALF (W/2) OF SECTION SIX (6), BLOCK ELEVEN (11), ABSTRACT #1624, H & T CRY. CO. SURVEYS, WILBARGER COUNTY, TEXAS.

Correct description of property:

The Southwest one-quarter of Section No. 10 in Block 15, H&TC Ry Co Surveys in WIlbarger County, Texas, containing 160 acres, more or less.

Correct description of property:

THE SURFACE ESTATE ONLY OF

The Northwest One-Quarter (NW 1/4) of Section No. TWENTY-ONE (21) in Block No. FIFTEEN (15) of the H&TC Ry Co Surveys in Wilbarger County, Texas.

Correct description of property:

SURFACE ESTATE:

Being the South 340 acres out of Section No. THIRTY FOUR (34), Block 15, H&TC RR Co. Survey, in Wilbarger County, Texas, except two acres off of the East side of said tract described .in deed from J. C. McCrummin to Wilbarger County as recorded in Vol. 4, pages 1 to 5 of the Road
.Minutes of Wilbarger County, Texas.

SAVE AND EXCEPT

BEING A 1.668 ACRE PARCEL OF LAND FOR US 283 RIGHT OF WAY OUT OF SECTION 34, BLOCK 15, H&TC RR CO SURVEY, CONVEYED FROM FRED M. BYRD TO DAN C. WILSON & WIFE, BILLIE D. WILSON BY WARRANTY DEED RECORDED IN VOLUME 445, PAGE 871, WILBARGER COUNTY DEED RECORDS AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing from a found iron rod, said iron rod being at the northeast corner of the Rebecca Keys Survey; Thence along said Keys Survey east boundary line S 13°48'15" E, a distance of 2271.51 feet to a point of intersection, said point being the intersection of the east boundary line of said Keys Survey and the north boundary line of the above said Section 34; Thence along said Section 34 north boundary line N 76° 11'45" E, a distance of 263.09 feet to a point of intersection, said point being the northeast corner of said Section 34 and the northwest corner of Section 35, Block 15, H&TC RR CO Survey; Thence along said Section 34 east boundary line S 13°48'15" E, a distance of 2480.51 feet to a point of intersection, said point being the intersection of the east boundary line of said Section 34 and the north property line of the above said Wilson Tract; Thence along said Wilson Tract north property line S 76°11 '45" W, a distance of 24.84 feet to the POINT OF BEGINNING, said point being the intersection of the north property line of said Wilson Tract the proposed US 283 west right of way line, said point being a set iron rod 63.00 feet left of proposed Engineer's Centerline Station 628+28.40;
THENCE along the proposed US 283 west right of way line S 13°15'25" E, a distance of 2791.57 feet to a point of intersection, said point being the intersection of the proposed US 283 west right of way line and the south boundary line of the above said Section 34, said point being a set iron rod 63.00 feet left of proposed Engineer's Centerline Station 600+30.83;
THENCE along said Section 34 south boundary line N 76°11'45" E. a distance of 26.00 feet to a point of intersection, said point being the intersection of said Section 34 south boundary line and the existing US 283 west right of way line, said point being a set iron rod;
THENCE along the existing US 283 west right of way line N 13°15'25" W, a distance of 2676.26 feet to a point of intersection, said point being the intersection of the existing US 283 west right of way line and the east boundary line of said Section 34, said point being a set iron rod;
THENCE along said Section 34 east boundary line N 13°48'15" W, a distance of 121.30 feet to a point of intersection, said point being the intersection of said Section 34 east boundary line and the north property line of the above said Wilson Tract, said point being a set iron rod;
THENCE along said Wilson Tract north property line S 76°11 '45" W, a distance of 24.84 feet to the POINT OF BEGINNING and containing 1.668 acres of land more or less.

Correct description of property:

SURFACE ESTATE ONLY:

The North 300 acres of the North One-Half (N 1/2) of Section No. THIRTY-FOUR (34), Block No. FIFTEEN (15), H. & T. C. Ry. Co. Surveys, Abstract No. 1978, Wilbarger County, Texas.

Correct description of property:

Being out of Section Twelve (12), Block Eleven (11) of the H&TC Ry. Co. Survey, Abstract No.
912, and described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 12, Block 11 of the H&TC Ry. Co. Surveys in
Wilbarger County, Texas;
THENCE South with said Section line 860 yards to a stake for corner;
THENCE West 430 yards to stake for corner;
THENCE 860 yards to North line of said Section 12 in Block 11;
THENCE East with said Section line 430 yards to the place of beginning, containing 80 acres,
more or less.

Correct description of property:

140 acres in the East part of Section No. Twelve (12) in Block Eleven (11), of the H&TC Ry Co. Survey, described by metes and bounds as follows:

BEGINNING at a stake in the East line of said Section which is 510.1 varas N 18 W from its SE corner, being the NE corner of a 140 acre tract owned by Mrs. Emma Streit;
THENCE N 18 W 461.9 varas to stake in the East line of said Section, the SE comer of the I. W. Boyd 80 acre tract;
THENCE S 72 W 464.4 varas to stake an ell corner of the tract, Boyd's SW corner;
THENCE N 18 W 137 varas to stake in Boyd's West line the SE corner of the John J. Power's 200 acre tract;
THENCE S 72 W 1018.12 varas to a stake for the NW comer of this tract, in the South line of said Power tract and NE corner of the W. C. Bellar 80 acre tract;
THENCE S 18 E 515.9 varas to stake in East line of said Bellar tract, the NW corner of the Streit tract;
THENCE N 72 E 412.2 varas to an ell corner of this tract and one of Streit's NE corner;
THENCE S 18 E 82.8 varas to stake for an ell corner of said Streit tract;
THENCE N 72 E 1070.3 varas to the place of beginning.

Correct description of property:

Being 140 acres, more or less, in the southeast part of Section 12, Block 11, H&TC Ry Co Surveys, Wilbarger County, Texas, described by metes and bounds as follows:
BEGINNING at the southeast corner of said Section;
Thence N 18 W 510.1 vrs. to stake in east line of said section; the SE corner of the W E Foerster land;
Thence S 72 W 1070.3 vrs. an ell corner of this tract, and an ell corner of the Foerster tract;
Thence N 18 W 82.2 vrs. to stake for corner of this tract and an ell corner of Foerster tract;
Thence S 72 W 412.2 vrs. to stake for NW corner of this tract and SW corner of Foerster tract;
Thence S 18 E 592.9 vrs. to stake in south line of said section;
Thence N 72 E 1482.5 vrs. to the place of beginning.

SAVE AND EXCEPT the residence and one-half acre of land measured and described as a 105 foot by 105 foot square one-half acre parcel of land in the far Southeast corner of the above described property.

Correct description of property:

The East 256.79 acres of the West 513 acres of Section 11, Block 11, H&TC Railway Company Survey, Wilbarger County, Texas

Correct description of property:

West Half (W/2) of Section Thirteen (13), Block Eleven (11), H&TC RR Co Surveys, WIlbarger County, Texas, containing 320 acres more or less

Correct description of property:

All that certain lot , tract or parcel of land, lying and situated in the County of Wilbarger, State of Texas, known and described as and being:

The West One-half (W 1/2) of a tract of land consisting of 513.58 acres out of Section Eleven (11), in Block Eleven (11) of the H&TC Ry. Co. Surveys in Wilbarger County, Texas, said 513.58 acre tract, being described more specifically by metes and bounds as follows.:

BEGINNING at a smoothing iron, which is South 72 West 373.5 vrs , from a stone which is the NE corner of Section No. 11, in Block 11, of the H&TC Ry. Co. Surveys, in Wilbarger County, Texas; THENCE South 18 East 1900 vrs to a stone;
THENCE South 72 West 1523.7 vrs.;
THENCE North 18 West 1900 vrs;
THENCE North 72 East 1523.7 vrs. to the place of beginning.

Correct description of property:

SURFACE ONLY

All of that certain tract or parcel or parcels of land lying and being situated in Wilbarger County, Texas, and described as follows:

Being the east One-Half (E 1/2) of Section No. Forty One (41) in Block No. Sixteen (16), H & T CRY. Co. Survey, in said County, Patented June 4, 1889, by Patent No. 219, Volume NO. 110, Certificate No. 32/3054. Abstract No. 419.

And being the same tract of land conveyed by E. M. Webb to George Ludeman by warranty deed dated March 25, 1911, and recorded in Volume 51, page 379, Deed Records of Wilbarger County, Texas; Wilbarger Texas, on July 12,2002, under Clerk's File No. 86783 at 12:48 pm

EXHIBIT 2

LOCATION OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY

All Qualified Property owned by the Applicant and located within the boundaries of both the Northside Independent School District and the *Wilbarger County Reinvestment Zone* will be included in and subject to this Agreement.

EXHIBIT 3

DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY

The proposed project will consist of a facility designed to use wind power to generate electricity (commonly referred to as a wind farm). The total Qualified Property will include, but is not limited to, the following: approximately 32 General Electric wind power turbines, which will have a total generating capacity of 51 megawatts; towers, reinforced concrete slabs supporting the weight of each turbine tower; equipment and towers used to gather meteorological data; buried and overhead electrical conductor cables (including poles) used to transport electricity from each turbine tower to an electrical substation; the electrical substation and electrical conductor cables used to transport electricity off of the project site; one or more operation and maintenance buildings used to store maintenance supplies, replacement parts and related equipment; and various appurtenant equipment and small items related to the above. The facility will require installation and use of a relatively insubstantial amount of personal property.