

BASTROP COUNTY DEVELOPMENT SERVICES APPLICATION

211 Jackson Street, Bastrop, Texas 78602 ♦ 512 / 581-7176 ♦ 512 / 581-7178 (fax) ♦ website: www.co.bastrop.tx.us

OFFICIAL USE ONLY

File #: 20-1584

PRINT CLEARLY AND COMPLETE ALL QUESTIONS. ENTER "N/A" IF ITEM DOES NOT APPLY. DO NOT LEAVE ANY ITEM BLANK.

Rec'd: _____

APPLICATION TYPE –Select all that apply.

☒ Development/Construction ☒ Driveway/Right-of-Way ☐ On-Site Sewage Facility ☒ 9-1-1 Address

REQUIRED DOCUMENTS –Application must include items shown below. An incomplete/illegible application will delay process and may be returned.

☒ Proof of Ownership
☒ Site Plan
☒ Copy of Survey or Plat
☐ Other Required Permits

On-Site Sewage Facility Must Include:

☐ Septic Plan/Specifications
☐ Site Evaluation Report

Aerobic OSSF Only Must Include:

☐ Affidavit for Maintenance
☐ Maintenance Contract

PROPERTY OWNER INFORMATION –Enter property owner information only; do not enter builder or agent information.

Name(s) Shown on Deed: Please see Table 1 on the next page.

Mailing Address: _____ Apt/Unit/Ste #: _____

City: _____ State: _____ Zip: _____

Daytime Phone #: _____ Email: _____

PROPERTY DESCRIPTION –Refer to Bastrop Central Appraisal District on-line property records at www.bastropcad.org or call 512-303-1930.

Property ID Number(s): R Included in Table 2 Number of Acres: 1,719.7990

Legal Description(s): Included in Title Reports

Does this property comply with local subdivision plat requirements or meet an exception to the plat requirements? ☒ Yes ☐ No

ENDANGERED SPECIES ACT –Refer to the Bastrop County Lost Pines Habitat Conservation Plan Area map.

Is the property located in the Lost Pines Habitat Conservation Plan (LPHCP) area (e.g.: Houston toad habitat)? ☐ Yes ☒ No

If yes, do you agree to participate in the LPHCP for incidental take authorization of the endangered Houston toad? Yes ☐ No ☐

FLOODPLAIN/FLOODWAY –Refer to FEMA flood map at www.msc.fema.gov or submit Flood Determination request to vickie.box@co.bastrop.tx.us.

Is any part of the property within the Federal Emergency Management Agency (FEMA) 100-year floodplain? ☒ Yes ☐ No

DEVELOPMENT INFORMATION –Provide the following information for each existing and proposed structure. Use additional sheets if necessary.

List each existing building and indicate if it will be demolished/removed and date: Three barns, one house.

Enter the number of new/proposed structures: 0 Provide the following information for each new/proposed structure:

Classification: ☐ Single Family Residential ☒ Non Single-Family Residential ☐ Main ☐ Guest/Secondary ☐ Duplex ☐ Accessory Building
☐ Multi-Family ☐ Single-Unit Commercial ☐ Multi-Unit Commercial

Construction: ☒ Site-Built ☐ Mobile/Pre-manufactured ☐ RV/Travel Trailer ☐ Other: _____

Foundation: ☐ Slab ☐ Pier and Beam ☐ Basement ☒ Other: Solar Facility

Dimensions: Total Square Footage: _____ Occupied Square Footage (heat/cool): _____

Number of: Floors/Subfloors: _____ Apts/Stes: _____ Bedrooms: _____ Bathrooms: _____ Kitchens: _____

Contractor: To Be Determined

Daytime Phone #: _____ Email: _____

ON-SITE SEWAGE FACILITY

Designer's Name: No onsite sewage facility Phone: _____ License #: _____

Maintenance Provider: _____ Phone: _____ License #: _____

Installer's Name: _____ Phone: _____ License #: _____

Installation Type: ☐ Standard Design ☐ Professional Design ☐ Modification ☐ Tank Replacement

System Type: _____ Brand: _____

Water Source: ☒ Private Water Well ☐ Public Water System: Name: _____

ACKNOWLEDGEMENT –Read and acknowledge

I certify that all information, statements and documents provided are true and correct to the best of my knowledge. I understand that permit(s) may be revoked by Bastrop County, its duly appointed agents, representatives and staff ("the County") at their discretion. Should development/plans be altered, I agree to submit a revised application, pay any additional fees, and immediately cease development until further notice by the County. I acknowledge that the submittal of this application and any subsequent permit(s)/correspondence(s) does not create liability on the part of the County; in addition I agree to hold the County harmless against any actions for resulting personal injury or property damage. I hereby grant the County access to the identified property for site, development, and compliance inspections.

Signature: Sean Pattee

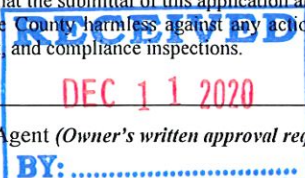
Digitally signed by Sean Pattee
Date: 2020.09.25 06:57:07 -05'00'

Date: 9/25/2020

Print Name: Sean Pattee

☐ Owner

☒ Owner's Agent (Owner's written approval required.)



Part A: Bastrop County Development Permit Application

Cynthia Ingram

From: sean.pattee@rwe.com
Sent: Tuesday, September 29, 2020 4:51 PM
To: Brenda Retzlaff
Cc: Carolyn Dill, P.E.; Cynthia Ingram; lesly.sagredo.extern@rwe.com
Subject: RE: Big Star Solar Development Permit Application

CAUTION: This email is from OUTSIDE Bastrop County. Links or Attachments may be dangerous.

Hi Brenda,

Thank you for your quick reply- I just saw the email which was a miss on my part, so I'm working to get the check to you as soon as possible.

And yes, the facility is a projected well over the \$3M so we will send the check for the \$14,000.

We'll be in touch with Cynthia if there are any issues with the payment.

Thanks everyone,

Sean Pattee
RWE Renewables
M +1-(512) 701-2922

From: Brenda Retzlaff <brenda.retzlaff@co.bastrop.tx.us>
Sent: Friday, September 25, 2020 4:55 PM
To: Pattee, Sean <sean.pattee@rwe.com>
Cc: Carolyn Dill, P.E. <carolyn.dill@co.bastrop.tx.us>; Cynthia Ingram <cynthia.ingram@co.bastrop.tx.us>
Subject: FW: Big Star Solar Development Permit Application

Mr. Pattee,

Our fees are based off of total cost of construction, I didn't find a Total Cost of Construction in the application, but if the total cost of constructions is \$3,000,000¹ or greater, then yes the development fee will be \$14,000.00 and that check needs to be made out to **Bastrop County**.

Once we receive additional documentation, there may be other fees associated with your application, such as:

On-Site Sewage Facilities and Driveway/Culvert Review Fees.

If you mail in the review fee by check please make the letter attention to: Carolyn Dill, P.E.



We also accept credit card payments over the phone, but there is a 3% service fee. We also have accepted e-checks in the past.

I'm forwarding this email to Cynthia Ingram, she handles all of our commercial development application intakes. If you decide to make the payment by credit card or e-check, Cynthia will be your point of contact.

Cynthia Ingram, Phone 512-581-4039

Sincerely,

Brenda Retzlaff

Floodplain Administrator | Bastrop County

211 Jackson St | Bastrop, TX 78602

(512) 581-7159 | brenda.retzlaff@co.bastrop.tx.us | <http://www.co.bastrop.tx.us>



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From: sean.pattee@rwe.com <sean.pattee@rwe.com>

Sent: Friday, September 25, 2020 7:22 AM

To: Development Services <development.services@co.bastrop.tx.us>

Cc: Brenda Retzlaff <brenda.retzlaff@co.bastrop.tx.us>; Carolyn Dill, P.E. <carolyn.dill@co.bastrop.tx.us>

Subject: Big Star Solar Development Permit Application

CAUTION: This email is from OUTSIDE Bastrop County. Links or Attachments may be dangerous.

Good morning,

On behalf of Big Star Solar, we would like to submit our initial Development Permit application. For the application fee, it looks like we need to send a \$14,000 check made out to Bastrop County to the development office- Would someone be able to confirm that and let us know who in the office that should be sent to?

This e-mail communication may contain confidential information belonging to the sender that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party and is required to destroy the information after its stated need has been fulfilled, unless otherwise required by state law.

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We're still completing the design phase but would like to the development office input on the at-grade stream crossings (In drainage report at the end of the application) so that we can incorporate feedback into the design and ensure we're following local floodplain requirements. We understand that the office is very busy right now but feel that this is very critical to the project success.

We greatly appreciate all the help and let me know if there are any questions.

Thanks,

Sean Pattee
Solar Development Manager
M +1-512-701-2922
sean.pattee@rwe.com

RWE Renewables Americas, LLC
701 Brazos Street, Suite 1400
Austin , TX 78701
Americas.rwe.com

Cynthia Ingram

From: Brenda Retzlaff
Sent: Friday, September 25, 2020 4:55 PM
To: Sean.pattee@rwe.com
Cc: Carolyn Dill, P.E.; Cynthia Ingram
Subject: FW: Big Star Solar Development Permit Application
Attachments: Big Star Bastrop County Development Permit Application 9.25.2020.pdf

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I'm forwarding this email to Cynthia Ingram, she handles all of our commercial development application intakes. If you decide to make the payment by credit card or e-check, Cynthia will be your point of contact.

Cynthia Ingram, Phone 512-581-4039

Sincerely,

Brenda Retzlaff
Floodplain Administrator | Bastrop County
211 Jackson St | Bastrop, TX 78602
(512) 581-7159 | brenda.retzlaff@co.bastrop.tx.us | <http://www.co.bastrop.tx.us>



*****CONFIDENTIALITY NOTICE*****

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We greatly appreciate all the help and let me know if there are any questions.

Thanks,

Sean Pattee

Solar Development Manager

M +1-512-701-2922

sean.pattee@rwe.com

RWE Renewables Americas, LLC

701 Brazos Street, Suite 1400

Austin , TX 78701

Americas.rwe.com

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Bastrop County Development Permit Application

Big Star Solar Project



Bastrop County, Texas

Prepared for:

RWE Renewables America, LLC

701 Brazos Street, Suite 1400
Austin, Texas 78701

September 2020

Confidential Business Information. Do Not Distribute.

Big Star Solar Project

613 Jeddo Road, Rosanky, TX 78953

Sheet Index:
To be provided when Engineering Plans are complete.

Surveyor
SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, TX 78735
512.447.0575

Submittal Date: September X, 2020

Engineer
TBD

Property Owners
Emhugh, LTD
Virginia W. Watterson Exempt Trust Suzanne Miller;
Scott Lane Miller, Timothy Ray Miller, Co-Trustees
Kind Revocable Living Trust: Robert Bruce King and
Vicki Lynn King, Co-Trustees

Applicant
RWE Renewables Americas, LLC
701 Brazos Street, Suite 1400
Austin, TX 78701

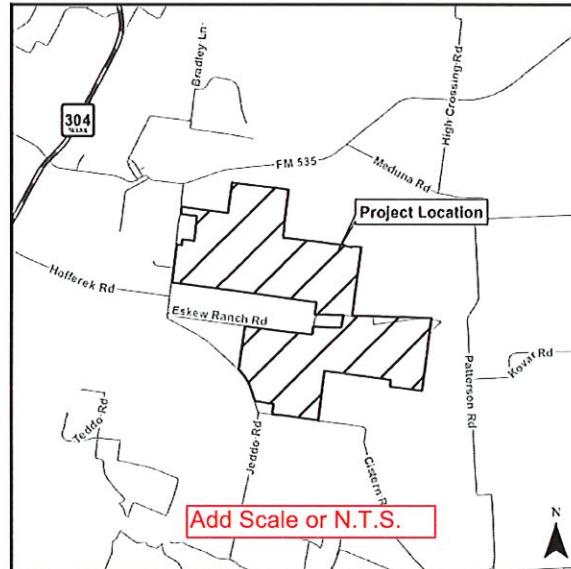
Sean Pattee
Solar Development Manager
1-512-701-2922
sean.pattee@rwe.com

Description of Project and Phases of Development/Master Plan:

The Big Star Project will be utility-scale photovoltaic (PV) solar facility consisting of PV solar arrays, a switchyard, an O&M building and gen-tie line. The Project will be developed in one phase.

List Agenda of Planned Inspections through each state of development:

Inspections will take place in accordance with all Project permits, agency, and construction requirements.



Legal Description:

Being 1,619.3 acres, more or less, being out of and part of the Musgrave Evans Survey, A-154, in Bastrop County, Texas. Being 100.3 acres, more or less, out of the William Latham Survey, 227, Bastrop County, Texas.

No.	Date	Revision Description	App.

Table 1: Big Star Solar Landowner Information

Owner	Acreage	Parcel APN	Legal Description
Emhugh Ltd	220.224	R97237	Musgove Evans Survey, 154, Tract 1
Emhugh Ltd	100.360	R19380	William Latham Survey, 227, Tract 2
Emhugh Ltd	73.261	R97230	Musgove Evans Survey, 154, and William Latham Survey, 227, Tract 3
Emhugh Ltd	44.346	R97231	Musgove Evans Survey, 154, and William Latham Survey, 227, Tract 3
Emhugh Ltd	163.000	R18840	Musgove Evans Survey, 154, Tract 4
Emhugh Ltd	53.734	R97828	Musgove Evans Survey, 154, Tract 5
Emhugh Ltd	100.095	R97823	Musgove Evans Survey, 154, Tract 6
Emhugh Ltd	100.200	R97824	Musgove Evans Survey, 154, Tract 7
Emhugh Ltd	100.110	R97826	Musgove Evans Survey, 154, Tract 8
Emhugh Ltd	52.806	R97827	Musgove Evans Survey, 154, Tract 9
Emhugh Ltd	100.095	R97825	Musgove Evans Survey, 154, Tract 10
Emhugh Ltd	84.407	R94705	Musgove Evans Survey, 154, Tract 11
Emhugh Ltd	52.808	R94706	Musgove Evans Survey, 154, Tract 12
Emhugh Ltd	100.073	R94704	Musgove Evans Survey, 154, Tract 13
Virginia Watterson Exempt Trust	206.500	R18789	Musgove Evans Survey, 154, Tract 14
King Revocable Trust	167.780	R18852	Musgrove Evans Survey A-154, Lot 3

Mailing Addresses

Emhugh: 3212 Nederland Ave., Nederland, Texas 77627

Watterson: 203 Shady Elm, Georgetown, Texas 78633

King: 613 Jeddo Road, Rosanky, Texas 78953

Table 2: Big Star Solar Property Real Estate

County	Owner 1	Acreage	Parcel APN	Tax APN	Mailing Address	Mailing		Mailing Zip
						Mailing City	State	
Bastrop	EMHUGH LTD	220.224	R97237	R97237	3212 NEDERLAND AVE	NEDERLAND	TX	77627
Bastrop	EMHUGH LTD	100.360	R19380	R19380	3215 NEDERLAND AVE	NEDERLAND	TX	77630
Bastrop	EMHUGH LTD	73.261	R97230	R97230	3216 NEDERLAND AVE	NEDERLAND	TX	77631
Bastrop	EMHUGH LTD	53.734	R97828	R97828	3217 NEDERLAND AVE	NEDERLAND	TX	77632
Bastrop	EMHUGH LTD	44.346	R97231	R97231	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	84.407	R94705	R94705	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	100.095	R97823	R97823	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	100.200	R97824	R97824	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	52.808	R94706	R94706	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	100.110	R97826	R97826	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	52.806	R97827	R97827	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	100.095	R97825	R97825	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	100.073	R94704	R94704	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	EMHUGH LTD	163.000	R18840	R18840	3218 NEDERLAND AVE	NEDERLAND	TX	77633
Bastrop	VIRGINIA W WATTERSON EXEMPT TRUST	206.500	R18789	R18789	203 SHADY ELM	GEORGETOWN	TX	78633
Bastrop	ROBERT & VICKI KING REVOCABLE LIVING TRUST	167.780	R18852	R18852	613 JEDDO RD	Rosanky	TX	78953
	Total	1,719.799						

1. Site Plan

Figure 1 provides a Conceptual Site plan

2. Copy of Survey Plat

The ALTA survey for the Project is provided in Appendix B.

3. Proof of Ownership

The title reports for all the parcels listed in Part A are provided in Appendix C.

4. Location Map with Driving Directions

Figure 2 provides the driving directions to the Project.

5. Copy of Other Required Permits

To be determined

5.a. U.S. Army Corps of Engineers

An Approved Jurisdictional Determination (AJD) was received by the USACE Fort Worth regulatory office on July 29, 2020. A copy of the AJD approval letter is provided in Appendix D.

RWE has designed the Big Star Project to avoid permissible impacts to jurisdictional waters. The Project will have three at-grade road crossings across three streams that have jurisdictional determinations. The construction of the three road crossings will not impact more than 0.1 acre of wetlands; therefore, the Project will not require a USACE a pre-construction notification (PCN) or a nationwide permit (NWP).

Projects with impacts less than the NWP threshold of 0.1 acre do not require contact with or a written permit from the USACE. Construction activities that result in minor impacts less than the NWP thresholds do require self-certification. RWE plans to self-certify, which means that they are obligated to abide by the general conditions and applicable regional conditions for NWPs.

5.b. U.S. Fish and Wildlife Permit (Houston Toad)

As shown in Figure 3, the Big Star Project is not located near the federally recognized Houston Toad habitat area and no permits are required. However, as a preventative measure, RWE has consulted with the U.S. Fish and Wildlife Service's (USFWS) Ecological Field Office in Austin. The agency indicated there's a very low likelihood of the species occurring on the project site but RWE will employ several recommended precautionary measures.

5.c. Texas Commission on Environmental Quality (SWPPP Permit NOI)

RWE will prepare the SWPPP according to Part III Section F of the General Permit to Discharge under the Texas Pollutant Discharge Elimination System (TPDES) for Stormwater Discharges

Associated with Construction Activities (General Permit Number TXR150000) for projects that disturb 5 or more acres.

The SWPPP will be completed with a description of the Project, required maps and background information, documentation of compliance with state and local plans, and descriptions of the best management practices (BMPs) that will be used to manage stormwater for the Project.

RWE will prepare the Notice of Intent (NOI) and associated documents to request coverage under the Project's TPDES General Permit.

5.d Bastrop County Access Road Permit

To be determined

Part B: Site Development Plan

In progress

Part C: Floodplain/Floodway and Report

A copy of the Project's Floodplain/Floodway and Drainage Report is provided in Appendix E.

Part D: Dimensional Site Plan

In progress

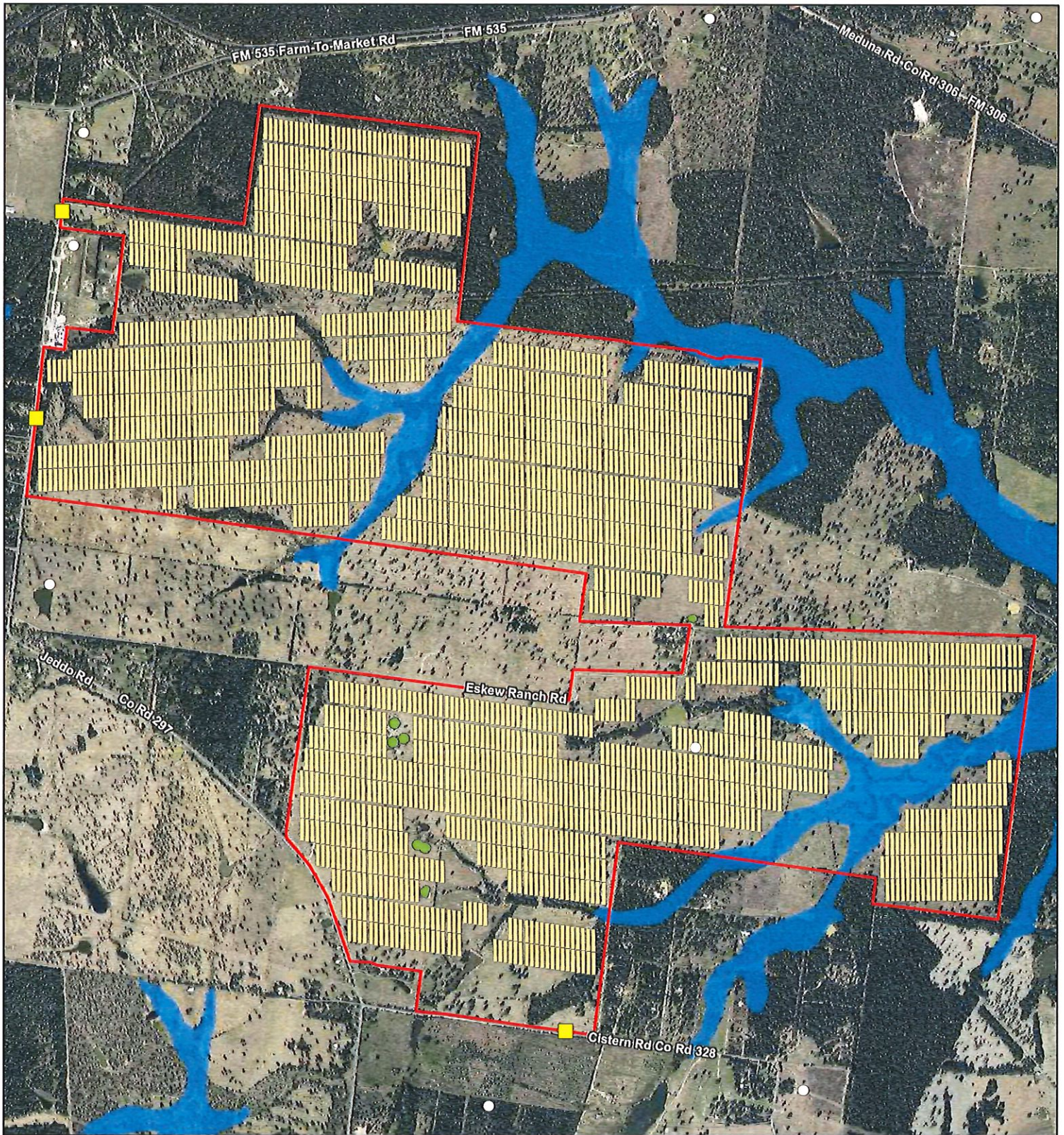
Part E: Drainage Plan and Report

A copy of the Project's Floodplain/Floodway and Drainage Report is provided in Appendix E.

Part F: Erosion and Sedimentation Control Plan

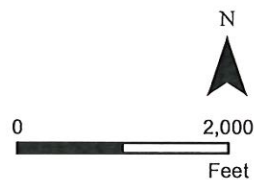
The Erosion and Sediment control plan will consist of proposed temporary and permanent Best Management Practices (BMP), grading plan, stabilization areas, seeding schedule. Final Erosion and Sediment Control Plan to be provided once the Engineer of Record has developed the site specific plan. The Erosion and Sediment Control Plan will be submitted at a later date but prior to the start of construction.

FIGURES



- Potential Site Entrance
- Groundwater Well
- Photovoltaic Panel (7/23/2020)
- Project Area
- FEMA 100-year Floodplain
- Existing Structure within Project Boundary

Source: NAIP 2018, BTS 2019, US Census 2019, FEMA 2019, RWE 2020



NOT FOR CONSTRUCTION



Figure 1
Site Conceptual Plan

Big Star Solar Project
Bastrop County, TX

APPENDIX A

Proof of Land Ownership

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

DOCUMENT PREPARED BY:

Shirrie Garica

RECORDING REQUESTED BY:

RWE Renewables Americas, LLC

AND WHEN RECORDED MAIL TO:

RWE Renewables Americas, LLC

701 Brazos St, Ste 1400

Austin, TX 78701

ATTN: Shirrie Garcia



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

July 27, 2020 02:38:58 PM

FEE: \$46.00

MEMO

202012175

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Option to Purchase

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by Law

Shirrie Garcia

Robert and Vicki King Revocable Living Trust

Big Star Solar Farm
Bastrop County Recording
Prepared by Shirrie Garcia

Return to Shirrie Garcia
RWE Renewables Americas, LLC
701 Brazos St, Suite 1400
Austin, Texas 78701

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

EXHIBIT C

FORM OF MEMORANDUM OF EXCLUSIVE OPTION TO PURCHASE

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

RWE Solar Development, LLC
Attn: Shirrie Garcia
701 Brazos Street, Suite 1400
Austin, TX 78701

MEMORANDUM OF EXCLUSIVE OPTION TO PURCHASE

This **MEMORANDUM OF EXCLUSIVE OPTION TO PURCHASE** ("Memorandum") is made this 20th day of July, 2020 by and between the **Robert and Vicki King Revocable Living Trust ("Optionor")** and **RWE Solar Development, LLC**, a Delaware limited liability company ("**Optionee**").

1. Pursuant to that certain Exclusive Option to Purchase dated July 20, 2020 ("**Option Agreement**"), Optionor has granted to Optionee the exclusive option ("**Option**") to purchase that certain real property located in Bastrop County, Texas, as described on Exhibit A attached hereto and made a part hereof (the "**Property**").

2. Optionor may exercise the Option at any time prior to January __, 2021 (180 days after the Effective Date).

3. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Optionor and Optionee under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Exclusive Option to Purchase as of the date first above written.

OPTIONOR:

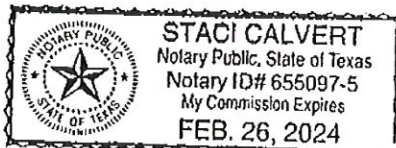
Robert and Vicki King Revocable Living Trust

By: Robert Bruce King
Name: Robert Bruce King
Its: Co-Trustee

By: Vicki Lynn King
Name: Vicki Lynn King
Its: Co-Trustee

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7th day of July 2020, by Robert Bruce King, as Co-Trustee of the Robert and Vicki King Revocable Living Trust, on behalf of the Robert and Vicki King Revocable Living Trust.



Staci Calvert
Notary Public, State of Texas
My Commission Expires: 2-26-24

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7th day of July 2020, by Vicki Lynn King, as Co-Trustee of the Robert and Vicki King Revocable Living Trust, on behalf of the Robert and Vicki King Revocable Living Trust.



Staci Calvert
Notary Public, State of Texas
My Commission Expires: 2-26-24

IN WITNESS WHEREOF, the parties have executed this Memorandum of Exclusive Option to Purchase as of the date first above written.

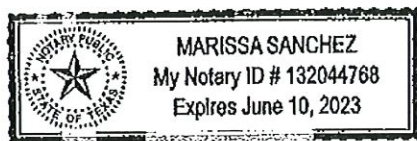
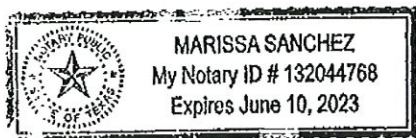
OPTIONEE:

RWE Solar Development, LLC,
a Delaware limited liability company

By: [Signature]
Name: Sean Logsdon
Its: V.P. Dev. Agent

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of July 2020, by Sean Logsdon, Vice President of RWE Solar Development, LLC, a Delaware limited liability company, on behalf of RWE Solar Development, LLC, a Delaware limited liability company.



[Signature]
Notary Public, State of TX
My Commission Expires: 6/10/23

Exhibit "A" to Memorandum of Exclusive Option to Purchase

Legal Description

BEING a 167.777 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain tract said to contain 206.5 acres and designated as Lot No. 3 and described in a deed from Claude M. Williams and wife, Robbie C. Williams, to W.C. Holland and wife, Alene Holland, recorded in Volume 235, Page 305, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at a fence corner in the south line of that certain 205.58 acre tract described in a deed from Annco, Inc., to Thomas Swenson, et ux, recorded in Volume 282, Page 750, Bastrop County Deed Records, the northeast corner of that certain 26.251 acre tract described in a deed from Kenneth Strange, et al, to Jon N. Strange, et al, recorded in Volume 742, Page 706, Bastrop County Deed Records, the northwest corner of the said 206.5 acre tract of which this is a part, for the northwest corner of this tract.

THENCE with the south line of the Swenson 205.58 acre tract and north line of the said 206.5 acre tract, S 79 deg. 41 min. 45 sec. E, 2035.87 feet to a 5/8 inch iron rod found at a fence corner, the northwest corner of that certain 206.5 acre tract designated as Lot No. 4 and being described in a deed from Callie Williams Jones, et vir, to Charles Claude Watterson recorded in Volume 168, Page 90, Bastrop County Deed Records, the northeast corner of the said 206.5 acre tract of which this is a part, for the northeast corner of this tract.

THENCE with the common line, as fenced, of the said 206.5 acre tract of which this is a part and the Watterson 206.5 acre tract, S 10 deg. 00 min. 00 sec. W, 4391.55 feet to a 5/8 inch iron rod set at a fence corner where same corner in the north line of County Road No. 328, for the southeast corner of this tract.

THENCE with the south line, as fenced, of the said 206.5 acre tract and north line of County Road No. 328, N 88 deg. 36 min. 54 sec. W, 79.36 feet to a 5/8 inch iron rod set at a fence angle; N 78 deg. 29 min. 20 sec. W, 535.05 feet to a 60d nail set at a fence angle; N 63 deg. 04 min. 20 sec. W, 85.20 feet to a 5/8 inch iron rod set at a fence corner where same intersects the northeast line of County Road No. 297, for an angle corner of this tract.

THENCE crossing said 206.5 acre tract with the northeast line of County Road No. 297, N 19 deg. 32 min. 49 sec. W, 215.01 feet to a 5/8 inch iron rod set at a fence angle; N 15 deg. 49 min. 06 sec. W, 885.87 feet to a 60d nail set in an 18 inch post oak; N 16 deg. 14 min. 43 sec. W, 370.54 feet to a 60d nail set in an 18 inch post oak; N 24 deg. 25 min. 28 sec. W, 186.54 feet to a 5/8 inch iron rod set at a 10 inch elm; N 27 deg. 49 min. 33 sec. W, 181.56 feet to a 5/8 inch iron rod set at a 14 inch post oak; N 30 deg. 01 min. 58 sec. W, 23.30 feet to a 5/8 inch iron rod set at a fence angle; N 32 deg. 49 min. 30 sec. W, 275.80 feet to a 5/8 inch iron rod set at a fence angle; N 40 deg. 36 min. 59 sec. W, 345.02 feet to a 1/2 inch iron rod found at a fence corner in the west line of said 206.5 acre tract, the southeast corner of the before mentioned Strange 26.251 acre tract, for the

southwest corner of this tract THENCE with the west line, as fenced, of the said 206.5 acre tract and east line of the Strange 26.251 acre tract, N 10 deg. 00 min. 55 sec. E, 2322.17 feet to the POINT OF BEGINNING, containing 167.777 acres of land.

Property ID: 18852

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas

December 11, 2019 01:29:30 PM **201919445**
FEE: \$58.00
MEMO

PREPARED BY, RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RWE Solar Development, LLC
ATTN: Lease and Title Administration
701 Brazos St., Suite 1400
Austin, Texas 78701

(Space Above For Recorder's Use)

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

This MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made effective as of the 21 day of November, 2019, by and between EMHUGH, LTD., a Texas limited partnership ("Owner"), and RWE Solar Development, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Owner and Tenant have entered into that certain Lease and Easement Agreement dated November 21, 2019 (as it may be amended or amended and restated from time to time) ("Effective Date") (the "Agreement"), pursuant to which Owner, by its terms, leases and grants to Tenant certain interests in the land described in Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The parties desire to enter into and record this Memorandum in order that third parties may have notice of the interests of the Tenant in the Property and adjacent real property and easements owned by Owner resulting from the Agreement. Capitalized terms used and not defined herein have the meaning given to them in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant do hereby agree as follows.

1. Lease: Description of Intended Improvements. Owner has leased the Property to Tenant on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property for solar energy purposes and provides that Tenant shall have the exclusive right to use the Property for solar energy purposes. The phrase "solar energy purposes" includes but is not limited to converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted through underground and overhead lines as provided therein, together with the following activities related thereto: (a) determining the feasibility of solar energy conversion on the Property, including studies of sunlight,

shadow, solar energy and other meteorological data, geotechnical studies, excavations, and extracting of soil samples, and other testing, studies or sampling desired by Tenant; (c) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating Project Facilities and Transmission Facilities overhead and underground; and (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant that Tenant reasonably determines are necessary, useful, or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Project Facilities.

2. Grant of Easements. The Owner has granted to Tenant the following easements:

(a) An exclusive easement to capture, use, convert, and maintain the free and unobstructed sunlight over and across the Property, including an easement on all of Owner's property including any adjoining property for receipt of and access to sunlight throughout the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner's property including any adjoining property;

(b) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities;

(c) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Transmission Facilities ("**Transmission Easement**"); said easement is exclusive with respect to the right to use the Property for the purpose of transmitting electricity;

(d) A non-exclusive easement and right of access and of ingress to and egress from the Project Facilities, as well as a non-exclusive easement for access to and from adjacent land, including the right of access for cranes, in each case by means of any existing roads on the Property to the extent of Owner's rights over such adjacent land and existing roads, and by such other permanent or temporary roads as Tenant may construct on the Property, for the benefit of and for purposes incidental to the Project and Operations on the Property ("**Access Easement**"). Upon the commencement of the Operations Term such easement and right of access of ingress to and egress from the Project Facilities shall be exclusive unless otherwise agreed upon by Tenant and Owner pursuant to the terms of the Agreement;

(e) A non-exclusive easement and right for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Operations conducted, or Project Facilities owned, leased, operated or maintained by Tenant on the Property, including but not limited to rights to cast shadows and reflect glare onto all of Owner's property including any adjoining property, from the Project Facilities and/or any and all other related facilities, wherever located ("**Other Easement**"). Upon the commencement of the Operations Term such easement as to the Property shall be exclusive;

(f) The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports;

(g) The right to use easements owned by Owner as necessary for the construction, operation and maintenance of the Project; (i) An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Operations, as determined by Tenant ("**Clearance Easement**");

(h) An easement to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Agreement or that are compatible with such purposes or uses;

(i) An exclusive easement and right to a "Solar Easement" in the Property to prevent measurable diminishment in output from the Project due to obstruction of the sunlight across the Property. Without limiting the generality of the foregoing, neither Owner nor any person claiming through or authorized by Owner shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight to the Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property, as more particularly described in the Agreement ("**Non-Obstruction Easement**"). Tenant's rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

3. Term of Agreement. The Term of the Agreement shall consist of the Development Term plus, if it becomes effective, the Operations Term.

(a) The Development Term shall commence on the Effective Date and continue until the earlier of (i) a period of three (3) years from the Effective Date or (ii) the day the Operations Term commences.

(b) The Operations Term, if it occurs, shall commence on the earlier of (i) the date specified in the Operations Term Notice or (ii) upon the third anniversary of the Effective Date and continue until the end of the thirty-fifth (35th) full year occurring thereafter, unless earlier terminated pursuant to the terms of the Agreement. Tenant may extend the Operations Term for one (1) additional five (5) year term by providing notice to Owner of its election to extend prior to the expiration of the initial Operations Term.

(c) Notwithstanding anything herein, Tenant shall be required to provide the Operations Terms Notice at least sixty (60) days prior to the commencement of the Operations Term. If Tenant fails to do so, Owner's obligations under Section 5.4(d) shall not commence until sixty (60) days after the Owner has received the Operations Term Notice.

4. Non-Interference; Non-Obstruction.

(a) Neither Owner's activities nor the exercise of any rights hereafter given, granted or authorized by Owner to any other person or entity (whether exercised on the Property or elsewhere), shall materially interfere or take any action to interfere or decrease the output or efficiency of any Project Facilities, with Tenant's then-existing lease, easement or other rights relating to (i) access by Tenant or its Affiliates or contractors to the Property or any lands in the vicinity of or adjacent to the Property used by Tenant in the Operations, (ii) Operations of Tenant or its Affiliates or contractors on the Property or on lands adjacent to or in the vicinity of the Property used by Tenant in the Operations, (iii) the exercise of Tenant's rights under the Agreement, or (iv) the undertaking of any other activities permitted by Tenant hereunder. Notwithstanding anything in the Agreement, as of the Effective Date, Owner shall not grant or permit to be granted any encumbrances on the Property or grant any third party any rights on the Property without the prior consent of Tenant which may be reasonably withheld or conditioned; and such encumbrances shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee thereunder.

(b) Without limiting the generality of the foregoing, for so long as the Agreement is in effect, neither Owner nor any other person or entity that has obtained rights after the Effective Date either from Owner or any party claiming, directly or indirectly, under Owner, may take any action that may interfere or decrease the output or efficiency of any Project Facilities or with the sunlight over the Property or any lands owned by Owner in the vicinity of the Property on which Tenant or any Affiliate thereof owns, leases, operates or maintains Project, and Owner shall not engage in or authorizing other party to engage in any other activity on the Property or elsewhere, that might reasonably be expected to cause a decrease in the output or efficiency of any Project including but not limited to planting trees, constructing building, facilities, or other structures, exploiting or preparing to exploit the subsurface property rights. Tenant shall have the right to remove any obstructions on the Property to the Project Facilities that adversely affect its Operations.

5. Setbacks. Subject to the Agreement, to the extent that (i) Owner now or in the future owns or leases any land adjacent to the Property, and/or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct any Project Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate ("**Setback Requirements**"). Owner further waives any Setback Requirements which may apply to the installation of Project Facilities on the Property. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, at no unreimbursed cost to Owner, execute, and, if requested by Tenant, cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.

6. Third Parties. Owner shall not enter into any easements, leases, or other agreements with respect to the Property, including but not limited to the surface and sub-surface of the Property, after the Effective Date without the prior written approval of Tenant, which approval may not unreasonably be withheld by Tenant; Any such easements, leases or agreements which Tenant approves shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee hereunder. Neither Owner nor any of Owner's lessees or grantees (other than Tenant)

shall have any right to use the Property, including but not limited to the surface and sub-surface of the Property, during the period after the Operations Term commences.

7. Mineral Resources. The Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for a Project or projects and mineral resource development, Owner and Tenant agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Tenant can undertake development of a Project with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Project or unobstructed access to sunlight on the Property. Prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Tenant regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee, or other party to the mineral transaction waive and release during the Term, any and all rights to enter upon, utilize, or disturb the surface area of the Property for any reason whatsoever, (except for the Reserved Mineral Tracts defined below) including, without limitation, the exploration, drilling, or mining of such oil, gas or other minerals; provided, however, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction, and production of oil, gas, sulfur or other minerals from or under the Property (or rights-of-way, waterways, or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or unitized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of one thousand feet (1000'); nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. Notwithstanding the foregoing, at Owner's request, Tenant shall designate two (2) tracts of five (5) contiguous acres within the Property described on Exhibit A, wherein Owner, its heirs, successors, assigns, and lessees, shall retain the right of ingress and egress, together with the right to use the surface of the Property for the purpose of exploring, mining, and developing the oil, gas, and minerals (each a "**Reserved Mineral Tract**"). One of the Reserved Mineral Tracts shall be located in the east one-half of the Property and one of the Reserved Mineral Tracts shall be located in the west one-half of the Property, and reasonable access to the Reserved Mineral Tracts shall be granted by Tenant to Owner as well. In addition, Tenant acknowledges that as of the Effective Date, Owner does not own all of the mineral interest under a portion of the Property (such interests not owned by Owner as of the Effective Date are "**Third Party Mineral Interests**"), which Owner believes to be a 1/32nd nonparticipating, non-executive, overriding royalty interest, based on owner's title policies received by Owner in connection with the purchase of portions of the Property, copies of which policies have been furnished to Tenant by Owner. Tenant agrees that any temporary drilling or workover rig located on the Reserved Mineral Tract will not be considered a material interference under the Agreement; provided construction, installation, and ingress and egress to the same is undertaken in a manner that does not materially interfere with Tenant's rights hereunder. Likewise, permanent above-ground pumping units and tank batteries shall not be considered a material interference. In addition, subject to compliance with Texas law regarding the rights of non-executive mineral and royalty interest owners and upon written request from Tenant, Owner shall (i) cooperate with Tenant in requesting a separate non-disturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Tenant, and (ii) enforce any rights Owner may have, if any, against any such mineral interest lessee or owner in order to provide reasonable accommodation for Tenant to exercise its rights under the Agreement.

8. Subordination. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (a) the Agreement and all of Tenant's rights, title, and interests created thereby; (b) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement; and (c) Tenant's right to create a lien in favor of any lender of Tenant's.

9. Rights of Lenders. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

10. Legal Description. Owner and Tenant have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of this state has been completed, Tenant may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Owner shall be required for such an amendment to be effective.

11. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement; the terms of the Agreement shall prevail.

12. Other Provisions. The Lease and the Easements are for the additional purposes, are of the nature, and are subject to the requirements and limitations set forth in the Agreement. The Agreement also contains various covenants, obligations and rights of the Parties including, without limitation, provisions relating to Rent, quitclaim of portions of the Property, conduct of operations, restoration of the Property, assignment, lender protections and the waiver of setback requirements by Owner. Owner shall have no ownership or other interest in any Project Facilities installed by Tenant on the Property, and Tenant may remove any or all Project Facilities at any time or from time to time. Owner shall not sever, convey, assign, sell, or otherwise transfer the Property's solar energy rights or interests, the rights to develop, install, operate or maintain solar energy conversion systems, or any other rights granted under the Agreement, including the right to receive payments from the Tenant, separate and apart from the Property's fee title except to a successor owner of the fee title to the Property.

13. Binding on Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in herein and in the Option to Lease Agreement, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

14. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

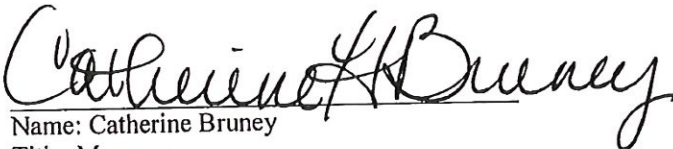
[the remainder of this page is intentionally left blank, signatures and acknowledgements can be found on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the day and year first above written.

OWNER:

EMHUGH, LTD., a Texas limited partnership

By: MARED, L.L.C., its general partner



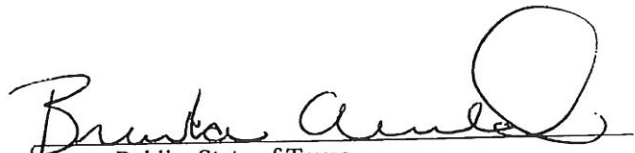
Name: Catherine Bruney

Title: Manager

STATE OF TEXAS)
) ss: ACKNOWLEDGMENT
COUNTY OF JEFFERSON)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Catherine Bruney to me personally well known (or satisfactorily proven to be said person), who stated that she was the manager of **MARED, L.L.C.**, the general partner of **EMHUGH, LTD.**, a Texas limited partnership, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of November, 2019.


Notary Public, State of Texas



TENANT:

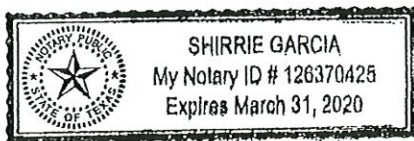
RWE Solar Development, LLC,
a Delaware limited liability company

By: Sean Logsdon
Name: Sean Logsdon
Title: VP Development

STATE OF Texas)
COUNTY OF Travis) ss: ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Sean Logsdon to me personally well known (or satisfactorily proven to be said person), who stated that (s)he was the Vice President of RWE Solar Development, LLC, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that (s)he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of November, 2019.



Shirrie Garcia
Notary Public, State of Texas

EXHIBIT A
of Memorandum

LEGAL DESCRIPTION OF PROPERTY

Those nine (9) certain tracts, comprising 744.328 acres of land, more or less, out of the out of the MUSGROVE EVANS SURVEY, ABSTRACT #154 in BASTROP County, Texas, being described in General Warranty Deed from Jerrell M. Rosanky Donnelly and husband, Patrick R. Donnelly to Emhugh, Ltd. dated September 16, 2003 and recorded in Volume 1368, Page 920 of the Official Public Records of Real Property of Bastrop County, Texas, and in General Warranty Deed from Jerrell M. Rosanky Donnelly and husband, Patrick R. Donnelly to Emhugh, Ltd. dated September 2, 2004 and recorded in Volume 1468, Page 339 of the Official Public Records of Real Property of Bastrop County, Texas.

Those three (3) certain tracts, comprising 438.137 acres of land, more or less, out of the out of the MUSGROVE EVANS SURVEY, ABSTRACT #154, and the WILLIAM LATHAM (Lathan) SURVEY, ABSTRACT #227, in BASTROP County, Texas, being described in General Warranty Deed from Sheriah Dangerfield and Karen Wolsey, as Independent Co-Administrators of the Estates of Lois Lillian Eskew and James Woodrow Eskew, Deceased, Roger Lynn Eskew, Sr., and Kaye Bowman to Emhugh, Ltd. dated March 26, 2004 and recorded in Volume 1426, Page 457 of the Official Public Records of Real Property of Bastrop County, Texas, together with the easement estate created in the document recorded in Volume 282, Page 711 of the Official Public Records of Real Property of Bastrop County, Texas.

That certain 163.00 acres of land, more or less, out of the MUSGROVE EVANS SURVEY, ABSTRACT #154, and the WILLIAM LATHAM (Lathan) SURVEY, ABSTRACT #227, in BASTROP County, Texas, being described Special Warranty Deed from Roger Lynn Eskew, Sr. to Emhugh, Ltd. dated November 4, 2004 and recorded in Volume 1487, Page 822 of the Official Public Records of Real Property of Bastrop County, Texas.

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

DOCUMENT PREPARED BY &
RECORDING REQUESTED BY:
RWE Solar Development, LLC



Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas

March 11, 2020 10:07:53 AM **202004074**
FEE: \$70.00
MEMO

AND WHEN RECORDED MAIL TO:
RWE Solar Development, LLC
701 Brazos St, Ste 1400
Austin, TX 78701
ATTN: Shirrie Garcia

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Lease and Easement Agreement

Virginia W. Watterson Exempt Trust

Big Star Solar Project
Bastrop County, TX Recording
Prepared by Shirrie Garcia

Legal Description and Parcel ID # on attached Exhibit "A"

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

This MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”), is made effective as of the 10th day of March, 2020, by and between Virginia W. Watterson Exempt Trust (“**Owner**”), and RWE Solar Development, LLC, a Delaware limited liability company (“**Tenant**”).

RECITALS

A. Owner and Tenant have entered into that certain Lease and Easement Agreement dated March 10, 2020 (as it may be amended or amended and restated from time to time) (“**Effective Date**”) (the “**Agreement**”), pursuant to which Owner, by its terms, leases and grants to Tenant certain interests in the land described in Exhibit A attached hereto and incorporated by this reference (the “**Property**”).

B. The parties desire to enter into and record this Memorandum in order that third parties may have notice of the interests of the Tenant in the Property and adjacent real property and easements owned by Owner resulting from the Agreement. Capitalized terms used and not defined herein have the meaning given to them in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant do hereby agree as follows.

1. Lease: Description of Intended Improvements. Owner has leased the Property to Tenant on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property for solar energy purposes and provides that Tenant shall have the exclusive right to use the Property for solar energy purposes. The phrase “solar energy purposes” includes but is not limited to converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted through underground and overhead lines as provided therein, together with the following activities related thereto: (a) determining the feasibility of solar energy conversation on the Property, including studies of sunlight, shadow, solar energy and other meteorological data, geotechnical studies, excavations, and extracting of soil samples, and other testing, studies or sampling desired by Tenant; (c) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating Project Facilities and Transmission Facilities overhead and underground; and (c) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant that Tenant reasonably determines are necessary, useful, or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Project Facilities.

2. Grant of Easements. The Owner has granted to Tenant the following easements:

- (a) An exclusive easement to capture, use, convert, and maintain the free and unobstructed sunlight over and across the Property, including an easement over any adjoining property of Owner within five hundred feet (500’) of the Property (the “**Non-Obstruction Area**”) for receipt of and access to sunlight throughout the Property. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property or the Non-Obstruction Area is prohibited;
- (b) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities;

(c) An exclusive easement for the installation, use, operation, maintenance, repair, replacement and removal of Transmission Facilities ("**Transmission Easement**"); said easement is exclusive with respect to the right to use the Property for the purpose of transmitting electricity generated from solar energy or Energy Storage Facilities;

(d) A non-exclusive easement and right of access and of ingress to and egress from the Project Facilities and the Non-Obstruction Area, as well as a non-exclusive easement for access to and from adjacent land not owned by Owner, including the right of access for cranes, in each case by means of any existing roads on the Property to the extent of Owner's rights over such adjacent land and existing roads, and by such other permanent or temporary roads as Tenant may construct on the Property, for the benefit of and for purposes incidental to the Project and Operations on the Property ("**Access Easement**"). Upon the commencement of the Operations Term such easement and right of access of ingress to and egress from the Project Facilities over the Property shall be exclusive unless otherwise agreed upon by Tenant and Owner pursuant to the terms of the Agreement;

(e) A non-exclusive easement and right for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Operations conducted, or Project Facilities owned, leased, operated or maintained by Tenant on the Property, including but not limited to rights to cast shadows and reflect glare onto all of Owner's property including any adjoining property, from the Project Facilities ("**Other Easement**"). Upon the commencement of the Operations Term such easement as to the Property shall be exclusive;

(f) The right of subjacent and lateral support to whatever is necessary for the operation and maintenance of the Project, including, without limitation, guy wires and supports;

(g) The right to use easements owned by Owner as necessary for the construction, operation and maintenance of the Project; provided, however, that such use shall not exceed or overburden Owners rights in said easements;

(h) An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Operations, as determined by Tenant ("**Clearance Easement**");

(i) An easement to undertake any such purposes or other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses;

(j) An exclusive easement and right to a "Solar Easement" in the Property to prevent measurable diminishment in output from the Project due to obstruction of the sunlight across the Property. Without limiting the generality of the foregoing, neither Owner nor any person claiming through or authorized by Owner shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight to the Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property, as more particularly described in the Agreement ("**Non-**

Obstruction Easement”). Tenant’s rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

3. Term of Agreement. The Term of the Agreement shall consist of the Development Term plus, if it becomes effective, the Operations Term.

(a) The Development Term shall commence on the Effective Date and continue until the earlier of (i) a period of three (3) years from the Effective Date or (ii) the day the Operations Term commences.

(b) The Operations Term, if it occurs, shall commence on the date specified in the Operations Term Notice and continue until up to the end of the fortieth (40th) full year occurring thereafter, unless earlier terminated pursuant to the terms of the Agreement.

(c) Notwithstanding anything herein, Tenant shall be required to provide the Operations Terms Notice at least sixty (60) days prior to the commencement of the Operations Term.

4. Non-Interference; Non-Obstruction.

(a) Neither Owner’s activities nor the exercise of any rights hereafter given, granted or authorized by Owner to any other person or entity (exercised on the Property or the Non-Obstruction Area), shall materially interfere or take any action to interfere or decrease the output or efficiency of any Project Facilities, the Agreement, easements or other rights relating to (i) access by Tenant or its Affiliates or contractors to the Property or any lands in the vicinity of or adjacent to the Property used by Tenant in the Operations, (ii) Operations of Tenant or its Affiliates or contractors on the Property or on lands adjacent to or in the vicinity of the Property used by Tenant in the Operations, (iii) the exercise of Tenant’s rights under the Agreement, or (iv) the undertaking of any other activities permitted by Tenant hereunder. Notwithstanding anything in the Agreement, as of the Effective Date, Owner shall not grant or permit to be granted any encumbrances on the Property or grant any third party any rights on the Property without the prior consent of Tenant which may be reasonably withheld or conditioned; and such encumbrances shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee thereunder.

(b) Without limiting the generality of the foregoing, for so long as the Agreement is in effect, neither Owner nor any other person or entity that has obtained rights after the Effective Date from Owner may take any action that may interfere or decrease the output or efficiency of any Project Facilities or with the sunlight over the Property and Owner shall not engage in or authorize other parties to engage in any other activity on the Property or the Non-Obstruction Area, that might reasonably be expected to cause a decrease in the output or efficiency of any Project including but not limited to planting trees, constructing building, facilities, or other structures, exploiting or preparing to exploit the subsurface property rights. Tenant shall have the right to remove any obstructions on the Property to the Project Facilities that adversely affect its Operations; provided, however, that Tenant first give Owner 60 days written notice and provided further that during such 60 day period Owner does not dispute, in good faith, Tenants right to remove the alleged obstruction.

5. Setbacks. To the extent that (i) Owner now or in the future owns or leases any land adjacent to the Property, and/or (ii) Tenant or any Affiliate thereof owns, leases or holds an easement over land adjacent to the Property and has installed or constructed or desires to install or construct any Project

Facilities on said land at and/or near the common boundary between the Property and said land, Owner hereby waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including any setback requirements described in any applicable zoning ordinance or in any governmental entitlement or permit heretofore or hereafter issued to Tenant or such Affiliate ("**Setback Requirements**"). Owner further waives any Setback Requirements which may apply to the installation of Project Facilities on the Property. Further, if so requested by Tenant or any such Affiliate, Owner shall promptly, at no unreimbursed cost to Owner, execute, and, if requested by Tenant, cause to be acknowledged and recorded, any setback waiver, setback elimination or other document or instrument required by any governmental authority or that Tenant or such Affiliate deems necessary or convenient to the obtaining of any entitlement or permit.

6. Third Parties. Owner shall not enter into any easements, leases, or other agreements with respect to the Property, including but not limited to the surface and sub-surface of the Property, after the Effective Date without the prior written approval of Tenant, which approval may not unreasonably be withheld by Tenant; Any such easements, leases or agreements which Tenant approves shall expressly provide that they are subject and subordinate in all respects to the Agreement and to the rights of Owner and any assignee hereunder. Neither Owner nor any of Owner's lessees or grantees (other than Tenant) shall have any right to use the Property, including but not limited to the surface and sub-surface of the Property, during the period after the Operations Term commences.

7. Mineral Estate. To the extent permitted by Texas law, Owner hereby agrees, for the duration of the Agreement only, not to use the surface of the Property or the subsurface of the Property down to a depth of five hundred (500) feet (or grant any third-party the right to use the surface of the Property or the subsurface of the Property down to a depth of five hundred (500) feet) to explore for, develop, produce, or otherwise utilize the Mineral Rights (the "**Surface Waiver**"), after the Effective Date without the prior written approval of Tenant, which approval may not unreasonably be withheld by Tenant but may be reasonably conditioned; provided, however, that it is understood and agreed that if and when any acreage is released from the terms of this Agreement that the Surface Waiver over such acreage shall also terminate. It is further agreed and understood, that notwithstanding but subject to the Surface Waiver, Owner or any lessee of the Mineral Rights shall have the express right to explore for, develop, transport, drill, excavate, and in all ways produce the Mineral Rights by any other means, which shall not be considered an interference with Tenant's use of the Property. If Tenant approves Owner to explore for, develop, produce, or otherwise utilize the Mineral Rights from the surface of the Property or if Tenant approves Owner to authorize third parties to do so on behalf of Owner or on behalf of such third parties, Owner will do so in a manner that does not in any way adversely affect the rights granted to Tenant in the Agreement.

8. Subordination. The Agreement provides that from and after its Effective Date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (a) the Agreement and all of Tenant's rights, title, and interests created thereby; (b) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement; and (c) Tenant's right to create a lien in favor of any lender of Tenant's.

9. Rights of Lenders. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, and the right to take possession of the Property and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

10. Legal Description. Owner and Tenant have agreed that under certain circumstances at any time after a legal description of the Property is prepared by a surveyor certified under the laws of this state has been completed, Tenant may, at its sole option, unilaterally execute and record an amendment to Exhibit A to set forth the final legal description of the Property. No consent or authorization from Owner shall be required for such an amendment to be effective.

11. Effect. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement; the terms of the Agreement shall prevail.

12. Other Provisions. The Lease and the Easements are for the additional purposes, are of the nature, and are subject to the requirements and limitations set forth in the Agreement. The Agreement also contains various covenants, obligations and rights of the Parties including, without limitation, provisions relating to Rent, quitclaim of portions of the Property, conduct of operations, restoration of the Property, assignment, lender protections and the waiver of setback requirements by Owner. Owner shall have no ownership or other interest in any Project Facilities installed by Tenant on the Property, and Tenant may remove any or all Project Facilities at any time or from time to time. Owner shall not sever, convey, assign, sell, or otherwise transfer the Property's solar energy rights or interests, the rights to develop, install, operate or maintain solar energy conversion systems, or any other rights granted under the Agreement, including the right to receive payments from the Tenant, separate and apart from the Property's fee title except to a successor owner of the fee title to the Property.

13. Binding on Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in herein and in the Option to Lease Agreement, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective lessees, heirs, executors, administrators, successors and assigns.

14. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

[the remainder of this page is intentionally left blank, signatures and acknowledgements can be found on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the Effective Date.

OWNER:

Virginia W. Watterson Exempt Trust

Suzanne W. Miller
By: Suzanne W. Miller
Its: Co-Trustee

STATE OF Texas)

) ss: ACKNOWLEDGMENT

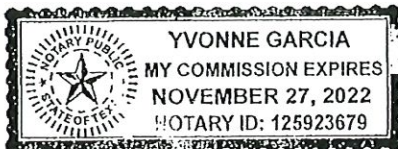
COUNTY OF Bastrop)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Suzanne W. Miller, as Co-Trustee of Virginia W. Watterson Exempt Trust, to me personally well known (or satisfactorily proven to be said person), who stated that she stated and acknowledged that she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of February, 2020.

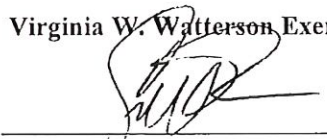
Yvonne Garcia
NOTARY PUBLIC

My commission expires: 11-27-2022



OWNER:

Virginia W. Watterson Exempt Trust


By: Scott Lane Miller
Its: Co-Trustee

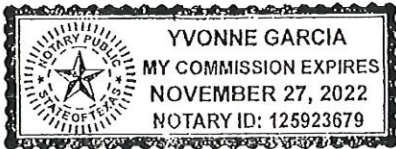
STATE OF Texas)

) ss: ACKNOWLEDGMENT

COUNTY OF Bastrop)

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Scott Lane Miller, as Co-Trustee of Virginia W. Watterson Exempt Trust, to me personally well known (or satisfactorily proven to be said person), who stated that he stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of February, 2020.

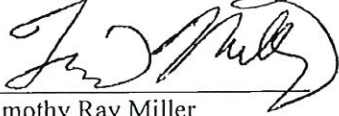



NOTARY PUBLIC

My commission expires: 11-27-2022

OWNER:

Virginia W. Watterson Exempt Trust



By: Timothy Ray Miller
Its: Co-Trustee

STATE OF Texas)
) ss:
COUNTY OF Travis)

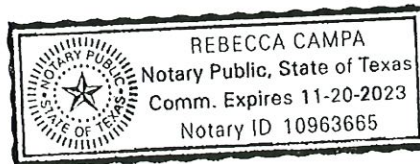
ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Timothy Ray Miller, as Co-Trustee of Virginia W. Watterson Exempt Trust, to me personally well known (or satisfactorily proven to be said person), who stated that he stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of February, 2020.


NOTARY PUBLIC

My commission expires: 11/20/23



TENANT:

RWE Solar Development, LLC,
a Delaware limited liability company

By: [Signature]
Name: Sean Logsdon
Title: VP Development

STATE OF Texas)
) ss:
COUNTY OF Travis)

ACKNOWLEDGMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Sean Logsdon to me personally well known (or satisfactorily proven to be said person), who stated that (s)he was the VP Development of RWE Solar Development, LLC, a Delaware limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that (s)he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth on behalf of RWE Solar Development, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of March, 2020.

[Signature]
NOTARY PUBLIC

My commission expires:

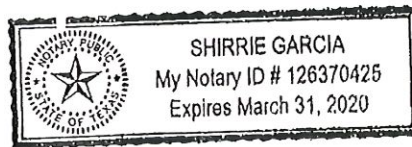


EXHIBIT A
of Memorandum

LEGAL DESCRIPTION OF PROPERTY

206.5 acres of land, a part of the Musgrove Evans Survey in Bastrop County, Texas, described in metes and bounds as follows:

LOT NO. 4 of the division of the 1032.5 acre Estate of S. N. and Ida Williams in the Musgrove Evans Survey in Bastrop County, Texas, said Lot No. 4 being described as follows:

BEGINNING at the Northwest corner this LOT NO. 4 and also the Northeast corner Lot No. 3;
THENCE S. 80° E. 546.14 varas to comer at metal gate with Clark;
THENCE S. 9° 30' W. 647.52 varas to an inside corner;
THENCE S. 80° E. with Clark, 329.04 varas to comer this Lot and the Northwest corner Lot No. 5;
THENCE S. 10° W. 931 varas the Southeast corner Lot No. 4 and the Southwest corner Lot No. 5;
THENCE N. 80° W. 874.46 varas the Southwest comer this Lot No. 4 and the Northeast corner Lot No. 3;
THENCE N. 10° E. 1578.52 varas to the PLACE OF BEGINNING, containing 206.5 acres of land.

And being the same property described as Lot. 4 set aside to Callie Williams Jones in a Partition Deed dated November 23, 1964 between Claude M. Williams et. al., and recorded in Volume 167, Page 573, Deed Records of Bastrop County, Texas.

Tax Parcel #R18789

Exhibit D

Operations Term Notice

Pursuant to Section 2.2(b) of that certain Lease and Easement Agreement dated as of May 10, 2028, by and between _____ ("Owner") and Tenant, as evidenced by that certain Memorandum of Lease and Easement Agreement by and between Owner and Tenant recorded at Document No. _____, Volume _____, Page _____ recorded in the real property records of _____ (the "Lease") this notice "Operations Term Notice" is hereby provided to Owner to confirm the Operations Term (as such term is defined in the Lease) will hereby commence on _____, 20____.

TENANT:

RWE Solar Development, LLC,
a Delaware limited liability company

By: 




Name: Sean Logsdon

Title: VP Development

APPENDIX B

ALTA Survey

[illegible]

NO.	REVISIONS	BY	DATE	PATRICIA HANLEY TELEPHONE 35518			
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SHEET 6
OF 6

APPENDIX C

Title Reports

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: August 16, 2019 at 8:00 am

G.F. No.: 304103NCT
("EMHUGH")

Commitment issued: September 30, 2019 at 5:00 pm

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD
PROPOSED INSURED: Big Star Solar, LLC,
a Delaware limited liability company
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Leasehold and easement

3. Record title to the land on the Effective Date appears to be vested in:

Tracts 1-13:

EMHUGH, LTD.

Deeds dated March 26, 2004, recorded April 8, 2004 in [Volume 1426, Page 457 \(VD\)](#); dated November 4, 2003, recorded November 19, 2004 in [Volume 1487, Page 822 \(VD\)](#); dated September 2, 2004, recorded September 2, 2004 in [Volume 1468, Page 339 \(VD\)](#); and dated September 16, 2003, recorded September 17, 2003 in [Volume 1368, Page 920 \(VD\)](#), Official Public Records, Bastrop County, Texas.

Tract 14:

Suzanne W. Miller; Scott Lane Miller; and Timothy Ray Miller, Co-Trustees of the Virginia W. Watterson Exempt Trust

Gift Deed dated December 15, 1964, recorded December 24, 1964 in [Volume 168, Page 90 \(VD\)](#), Deed Records of Bastrop County, Texas; Probate of Estate of Charles C. Watterson, deceased, recorded under Cause No.

9077, County Court of Law, Bastrop County, Texas; Warranty Deed dated October 30, 2008, recorded in [Volume 1873, Page 399 \(VD\)](#), Official Public Records, Bastrop County, Texas; Probate of the Estate of Virginia W. Watterson, deceased, recorded November 13, 2015 under [Cause No. 10,745 \(VD\)](#), County Court at Law, Bastrop County, Texas; and Trustee's Distribution Deed dated August 13, 2006, recorded September 1, 2016 as [Instrument No. 2016-11572 \(VD\)](#), Official Public Records, Bastrop County, Texas.

4. Legal description of the land:

Tract 1:

Being 220.224 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "A".

Tract 2:

Being 100.30 acres, more or less, out of the William Latham Survey, 227, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "B".

Tract 3:

Being 117.6067 acres, more or less, out of the Musgrove Evans Survey, 154, and the William Latham Survey, 227, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "C".

Tract 4:

Being 163.00 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "D".

Tract 5:

Being 53.734 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "E".

Tract 6:

Being 100.095 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "F".

Tract 7:

Being 100.20 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "G".

Tract 8:

Being 100.11 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "H".

Tract 9:

Being 52.806 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "I".

Tract 10:

Being 100.095 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "J".

Tract 11:

Being 84.407 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "K".

Tract 12:

Being 52.808 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "L".

Tract 13:

Being 100.073 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "M".

Tract 14:

Being 206.50 acres, more or less, out of the Musgrove Evans Survey, 154, Bastrop County, Texas, more particularly described by metes and bounds on Exhibit "N".

See attached Exhibits "A-N"

Exhibit A

Tract 1:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE MUSGROVE EVANS SURVEY, ABSTRACT NO. 154, BASTROP COUNTY, TEXAS; BEING A PORTION OF A 242.4133-ACRE TRACT (TRACT ONE) AS CONVEYED TO WOODROW ESKEW AND LOIS L ESKEW BY GENERAL WARRANTY DEED RECORDED IN VOLUME 282, PAGE 753 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 5/8" iron rod found at the northwest corner of the above described Eskew 242.4113-acre tract (Tract One), said iron rod found also being the southwest corner of a 163.00-acre tract as conveyed to Woodrow Eskew and Lois L. Eskew by said general warranty deed recorded in Volume 282, Page 753 of the Deed Records of Bastrop County, Texas, Thence, with the south line of said Eskew 163.00-acre tract (Tract Two), S88°04'08"E a distance of 1480.73 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA for the most northerly northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of said Eskew 163.000-acre tract-(Tract Two), S88°04'08"E a distance of 465.26 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA on the west line of a 260.415-acre tract conveyed to Charles M Oglesby by general warranty deed Volume 855, Page 102 of the Deed Records of Bastrop County, Texas;

THENCE, with the north line of the above described Eskew 242.4113-acre tract (Tract One), the following two (2) courses:

- 1) S04°56'52"W a distance of 510 feet to a 5/8"iron rod found at the southwest corner of said Oglesby 260.415-acre tract; and
- 2) Along a barbed wire fence, S88°23'42"E a distance of 1539.29 feet to a point for the northeast corner of this tract;

THENCE, with the east line of said Eskew 242.4113-acre tract (Tract One), S07°56'09"W a distance of 3227.99 feet to a point for the southeast corner of this tract,

THENCE, with the south line of said Eskew 242.4113-acre tract (Tract One) along a barbed wire fence, N82°11'41"W, pass a 5/8" iron rod found at 2554.17 feet, and continuing on for a total distance of 3468.62 feet to a 1/2"iron rod set with cap stamped TERRA FIRMA for the southwest corner of this tract;

THENCE, with the west line of said Eskew 242.4113-acre tract (Tract One), the following three (3) courses;

- 1) N08°22'00"E a distance of 861.07 feet to a 1/2"iron rod set with cap stamped TERRA FIRMA at an angle point,
- 2) N07°54'00"E a distance of 935.14 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA at the southwest corner of a 205.58-acre tract as conveyed to Thomas Swenson and Hellen Eskew Swenson by general warranty deed recorded in Volume 282, Page 750 of the Deed Records of Bastrop County, Texas, and
- 3) N07°47'15"E a distance of 416.33 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA for the most westerly northwest corner of this tract;

THENCE S88°04'08"E a distance of 1457.02 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract,

THENCE N09°50'31"E a distance of 657.99 feet to the POINT OF BEGINNING, and containing 220.224 acres of land, more or less.

Exhibit B

Tract 2:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE WILLIAM LATHAM SURVEY, ABSTRACT NO. 227, BASTROP COUNTY, TEXAS, BEING ALL OF A 100 30-ACRE TRACT AS CONVEYED TO WOODROW ESKEW AND LOIS L. ESKEW BY GENERAL WARRANTY DEED RECORDED IN VOLUME 282, PAGE 722 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2" iron rod found at the southwest corner of a 260.415-acre tract as conveyed to Charles M Oglesby by general warranty deed recorded in Volume 855, Page 102 of the Deed Records of Bastrop County, Texas, said iron rod found also being the southeast corner of a 163.00-acre tract (Tract Two) as conveyed to Woodrow Eskew and Lois Eskew by general warranty deed recorded in Volume 282, Page 753 of the Deed Records of Bastrop County, Texas, Thence, with the south line of said Oglesby 260.415-acre tract along a barbed wire fence, S88°23'42"E, pass the northwest corner of a 117.6067-acre tract as conveyed to Woodrow Eskew and Lois L Eskew by general warranty deed recorded in Volume 282, Page 746 of the Deed Records of Bastrop County, Texas at a distance of 1539.29 feet, and continuing on for a total distance of 3039.07 feet to a point for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of said Oglesby 260.415-acre tract along a barbed wire fence, S88°23'42"E a distance of 1134.02 feet to a 1/2" iron rod found for the northeast corner of this tract;

THENCE, with the east line of said Eskew 100.30-acre tract along a barbed wire fence, S07°12'35"W a distance of 3848.59 feet to a 1/2" iron rod found for the southeast corner of this tract,

THENCE, with the south line of said Eskew 100.30-acre tract along a barbed wire fence, N82°45'42"W a distance of 1175.89 feet to a point for the southwest corner of this tract;

THENCE, with the east line of said Eskew 117.613-acre tract, N07°56'05"E a distance of 3737.55 feet to the POINT OF BEGINNING, and containing 100.300 acres of land, more or less.

Exhibit C

Tract 3:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE MUSGROVE EVANS SURVEY, ABSTRACT NO 154 AND THE WILLIAM LATHAM SURVEY, ABSTRACT NO. 227, BASTROP COUNTY, TEXAS; BEING ALL OF A 117.6067-ACRE TRACT AS CONVEYED TO WOODROW ESKEW AND LOIS L. ESKEW BY GENERAL WARRANTY DEED RECORDED IN VOLUME 282, PAGE 722 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2" iron rod found at the southwest corner of a 260.415-acre tract as conveyed to Charles M Oglesby by general warranty deed recorded in Volume 855, Page 102 of the Deed Records of Bastrop County, Texas, said iron rod found also being the southeast corner of a 163 00-acre tract (Tract Two) as conveyed to Woodrow Eskew and Lois L. Eskew by deed recorded in Volume 282, Page 753 of the Deed Records of Bastrop County, Texas, Thence, with the south line of said Oglesby 260.415-acre tract along a barbed wire fence, S88°23'42"E a distance of 1539.29 feet to a point for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of said Oglesby 260.415-acre tract along a barbed wire fence, S88°23'42"E a distance of 1499.78 feet to a point for the northwest corner of a 100.30-acre tract as conveyed to Woodrow Eskew and Lois L. Eskew by general warranty deed recorded in Volume 282, Page 722 of the Deed Records of Bastrop County, Texas;

THENCE, with the west line of said Eskew 100.30-acre tract, S07°56'05"W a distance of 3737.55 feet to a point at the southwest corner of said Eskew 100.30-acre tract;

THENCE, with the south line of said Eskew 117.6067-acre tract, the following three (3) courses:

- 3) Along a barbed wire fence, N82°45'42"W a distance of 538.71 feet to a 5/8" iron rod found for an outside corner of this tract,
- 4) N06°06'42"E a distance of 353.06 feet to a 1/2" iron rod set with cap stamped TERRA FIRMA for an inside corner of this tract;
- 8) Along a barbed wire fence and extension thereof, N82°11'41"W, pass a 5/8" iron rod found at a fence corner at 5.64 feet, pass an iron rod found with cap stamped "R.P.L.S.1753" at 846.82 feet and continuing on for a total distance of 940.79 feet to a point;

THENCE, with the west line of said Eskew 117.6067-acre tract, N07°56'09"E a distance of 3227.99 feet to the POINT OF BEGINNING, and containing 117 613 acres of land, more or less.

Exhibit D

Tract 4:

A 163.00 acre tract of land out of the Musgrove Evans Original Survey, Abstract No 154, in Bastrop County, Texas, same being that certain tract of land conveyed to Randolph Lee Clark III, by deed recorded in Volume 210, Pages 765 through 767 of the Bastrop County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found at the most northwesterly corner of that certain tract of land described in a deed recorded in Volume 149, Pages 138 through 140 of the Bastrop County Deed Records, same being the most southwesterly corner of the herein described 163.00 acre tract of land;

THENCE, as fenced, the following thirteen (13) courses

- 1 N 9°-14'-21" E, for a distance of 73.67 feet to an iron pin set;
- 2 N 10°-02'-15" E, for a distance of 3737.63 feet to an iron pin set at the most northwesterly corner of the herein described tract;
- 3 S 80°-14'-01" E, for a distance of 959.91 feet to an iron pin set,
- 4 S 72°-33'-26" E, for a distance of 129.19 feet to an iron pin set,
- 5 S 35°-22' E, for a distance of 19.60 feet to an iron pin set,
- 6 S 70°-22'-44" E, for a distance of 262.84 feet to an iron pin set,
- 7 S 87°-27' E, for a distance of 39.05 feet to an iron pin set,
- 8 N 76°-06' E, for a distance of 40.05 feet to an iron pin set,
- 9 N 67°-03' E, for a distance of 17.03 feet to an iron pin set,
- 10 N 85°-05' E, for a distance of 65.37 feet to an iron pin set;
- 11 S 81°-49'-13" E, for a distance of 391.87 feet to an iron pin set at the most northeasterly corner of the herein described tract,
- 12 S 9°-32'-35" W, for a distance of 3595.13 feet to an iron pin set at the most southeasterly corner of the said herein described tract of land,
- 13 N 86°-03'-30" W, for a distance of 1946.47 feet to the POINT OF BEGINNING containing 163 00 acres of land

Exhibit E

Tract 5:

FIELD NOTES FOR TRACT NO. 9, A 53.734 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 53.734 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch Iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 5607.74 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 2011.53 feet to the southwest corner of same, a 3/8 inch iron rod found at a fence corner in the east line of the Rosanky-Jeddo Road, the west line of the said 1161 acre tract, for the southwest corner of this tract.

THENCE with the east line of said road and west line of the 1161 acre tract, N 09 deg. 18 min. 42 sec. E, 1159.69 feet to a 5/8 inch iron rod set for the northwest corner of this tract.

THENCE S 80 deg. 00 min. 00 sec. E, 2025.46 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 1159.60 feet TO THE POINT OF BEGINNING, containing 53.734 acres of land.

Exhibit F

Tract 6:

FIELD NOTES FOR TRACT NO. 1, A 100.005 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 100.095 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded In Volume 246, Page 198, Bastrop County Deed Records, for the southeast corner of this tract.

THENCE with the east line of the said 1161 acre tract and west line of the Eskew 163 acre tract, N 10 deg. 09 min. 58 sec. E, 3163.79 feet to a 5/8 inch iron rod found at a fence corner in the south line of that certain 74.67 acre tract described as Tract No. 1 in a deed from Fred Walton Morgan, Jr. to Alvin L Morgan, et al, recorded in Volume 316, Page 60, Bastrop County Deed Records, the northwest corner of the Askew 163 acre tract, a lower northeast corner of the said 1161 acre tract, for the northeast corner of this tract.

THENCE with a lower north line of the 1161 acre tract, the south line of the Morgan 74.67 acre tract, N 81 deg. 07 min. 37 sec. W, 1389.00 feet to a 5/8 inch iron rod set for the northwest corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 3136.45 feet to a 5/8 inch iron rod set in the north line of the before mentioned Otto 100 acre tract, for the southwest corner of this tract.

THENCE with the north line of the Otto 100 acre tract, S 80 deg. 00 min. 00 sec. E, 1379.56 feet to the POINT OF BEGINNING, containing 100.095 acres of land.

Exhibit G

Tract 7:

FIELD NOTES FOR TRACT NO. 2, A 100.200 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 100.200 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast owner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 1379.56 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 1397.73 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE into said 1161 acre tract, N 10 deg. 00 min. 00 sec. E, 3108.96 feet to a 5/8 inch iron rod set for the northwest corner of this tract.

THENCE S 81 deg. 07 min. 37 sec. E, at 576.37 feet to pass a 5/8 inch iron rod found near a fence corner, an interior corner of the 1161 acre tract and the most southerly southwest corner of that certain 127 acre tract described as Tract No. 2 in a deed from Fred Walton Morgan, Jr. to Alvin L Morgan, et al, recorded in Volume 316, Page 60, Bastrop County Deed Records, continuing with the lower north line of the 1161 acre tract and passing at approximately 1312 feet, the southeast corner of the Morgan 127 acre tract and southwest corner of that certain 74.67 acre tract described as Tract No. 1 in the said deed to Morgan, in all, 1398.00 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec W, 3136.45 feet to the POINT OF BEGINNING, containing 100.200 acres of land.

Exhibit H

Tract 8:

FIELD NOTES FOR TRACT NO. 4, A 100.110 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 100.110 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rasanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 287., Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 199, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 4186.02 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 1421.72 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE N 10 deg. 00 min. 00 sec. E, 3053.27 feet to a 5/8 inch iron rod set for the northwest corner of this tract.

THENCE S 81 deg. 07 min. 37 sec. E, 1422.00 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 3081.24 feet to the POINT OF BEGINNING, containing 100.110 acres of land.

Exhibit I

Tract 9:

FIELD NOTES FOR TRACT NO. 8, A 52.806 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 52.806 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded In Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 we tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux., recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 7619.26 feet to the southwest corner of same, a 3/8 inch iron rod found at a fence corner in the east line of the Rosanky-Jeddo Road, the west line of the said 1161 acre tract.

THENCE with the east line of said road and west line of the 1161 acre tract, N 09 deg. 18 min. 42 sec. E, 1159.69 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southwest corner of this tract.

THENCE continuing with the east line of said road and west line of the said 1161 acre tract, N 09 deg. 18 min. 42 sec. W, 859.15 feet to a 5/8 inch iron rod set at a fence corner for an angle corner of this tract.

THENCE with a fence line, S 80 deg. 48 min. 30 sec. E 263.01 feet to a fence corner post for an interior corner of this tract.

THENCE with a fence line, N 08 deg. 51 min. 39 sec. E, 299.68 feet to a 1/2" inch iron pipe found at a fence corner in the south line of that certain 16.53 acre tract described in a deed from A.E. Rosanky, et ux, to Texas New Mexico Pipe Line Company, recorded in Volume 85, Page 27, Bastrop County Deed Records, for the northwest corner of this tract.

THENCE with the south line of the 16.53 acre tract and south line of another tract said to contain 2.57 acres described in a deed from A.E. Rosanky, et ux, to Texas-New Mexico Pipe Line Company, recorded in Volume 138, Page 338, Bastrop County Deed Records, S 81 deg. 02 min. 44 sec. E, at approximately 308 feet pass the southeast corner of the 16.53 acre tract and southwest corner of the 2.57 acre tract, in all, 621.23 feet to a 60d nail found at a fence corner, the southeast corner of the 2.57 acre tract, for an angle corner of this tract.

THENCE S 80 deg. 00 min. 00 sec. E, 1157.63 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 1173.75 feet to a 5/8 inch iron rod set for the southeast corner of this tract.

THENCE N 80 deg. 00 min. 00 sec. W, 2025.46 feet to the POINT OF BEGINNING, containing 52.806 acres of land.

Exhibit J

Tract 10:

FIELD NOTES FOR TRACT NO. 3, A 100.095 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 100.095 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 2777.29 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE continuing with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 1408.73 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE N 10 deg. 00 min. 00 sec. E, 3081.24 feet to a 5/8 inch iron rod set for the northwest corner of this tract.

THENCE S 81 deg. 07 min. 37 sec. E, 1409.00 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 3108.96 feet to the POINT OF BEGINNING, containing 100.095 acres of land.

Exhibit K

Tract 11:

FIELDNOTESFORTRACTNO.6, A 84.407 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 84.407 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the east line of the said 1161 acre tract and west line of the Eskew 163 acre tract, N 10 deg. 09 min. 58 sec. E, 3163.79 feet to a 5/8 inch iron rod found at a fence corner in the south line of that certain 74.67 acre tract described as Tract No. 1 in a deed from Fred Walton Morgan, Jr. to Alvin L. Morgan, et al, recorded in Volume 316, Page 60, Bastrop County Deed Records, the northwest corner of the Eskew 163 acre tract, a lower northeast corner of the said 1161 acre tract.

THENCE with a lower north line of the 1161 acre tract, the south line of the Morgan 74.67 acre tract and the south line of that certain 127 acre tract described as Tract No. 2 in the said deed to Morgan, N 81 deg. 07 min. 37 sec. W, at approximately 1475 feet pass the southwest corner of the Morgan 74.67 acre tract and southeast corner of the Morgan 127 acre tract. in all, 2210.63 feet to a 5/8 inch iron rod found near a fence corner, the most southerly southwest corner of the Morgan 127 acre tract, an interior corner of the 1161 acre tract.

THENCE into said 1161 acre tract, N 81 deg. 07 min. 37 sec. W, 1736.62 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE N 81 deg. 07 min. 37 sec. W, 1670.74 feet to a 5/8 inch iron rod set for the southwest corner of this tract.

THENCE N 10 deg. 00 min. 00 sec. E, 955.89 feet to a 5/8 inch iron rod set in the south line of that certain 30 acre tract described in a deed from A.E. Rosanky to Madeline Nash, recorded in Volume 89, Page 447, Bastrop County Deed Records, for the most southerly northwest corner of this tract.

THENCE with the south line of the said 30 acre tract, S 80 deg. 14 min. 58 sec. E, 384.58 feet to the southeast corner of same, a 5/8 inch iron rod found near a fence corner, for an interior corner of this tract.

THENCE with the east line of the said 30 acre tract, N 09 deg. 48 min. 6sec. E, 1627.42 feet to the northeast corner of same. a 3/4 inch iron pipe found at a fence corner in the north line of the said 1161 acre tract, the south line of that certain 100 acre tract described as Tract No. 3 in a deed from Fred Walton Morgan, Jr. to Alvin L Morgan, et al, recorded in Volume 316, Page 60, Bastrop County Deed Records for the most northerly northwest corner of this tract.

THENCE with the north line of the said 1161 acre tract and south line of the Morgan 100 acre tract and upper south line of that certain 127 acre tract described as Tract No. 2 in the said deed to Morgan, S 80°27'40" E, 438.72 feet to a 1/2" inch iron rod found; S 80 deg. 39 min. 17 sec. E, 852.68 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 2565.40 feet to the POINT OF BEGINNING, containing 84.407 acres of land.

Exhibit L

Tract 12:

FIELDNOTESFORTRACTNO.7,A52.808 ACRE TRACTINTHEMUSGROVEEVANSSURVEY,BASTROP COUNTY,TEXAS.

BEING a 52.808 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the north line of the Otto 100 acre tract, N 80 deg. 00 min. 00 sec. W, 5607.74 feet to a 5/8 inch iron rod set.

THENCE N 10 deg. 00 min. 00 sec. E, 2333.35 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE N 80 deg. 00 min. 00 sec. W, 1157.62 feet to a 60d nail found at a fence corner, the southeast corner of that certain 2.57 acre tract described in a deed from A.E. Rosanky et ux, to Texas-New Mexico Pipe Line Company recorded in Volume 138, Page 338, Bastrop County Deed Records, for the southwest corner of this tract.

THENCE with the east line of the 2.57 acre tract, N 08 deg. 40 min. 42 min. E, 1297.83 feet to the northeast corner of same, a 3/8 inch iron rod found at a fence corner for an interior corner of this tract.

THENCE with the north line of the 2.57 acre tract and the north line of another tract continuing 3.82 acres described an a deed from A.E. Rosanky, et ux, to Texas-New Mexico Pipe Line Company, recorded in Volume 131, Page 254, Bastrop County Deed Records, and another tract containing 1.38 acres described in a deed from A.E. Rosanky, et ux, to Texas-New Mexico Pipe Line Company recorded in Volume 119, Page 439, Bastrop County Deed Records, N 80 deg. 59 min. 41 sec. W, at approximately 8 feet pass the northwest corner of the 2.57 acre tract and northeast corner of the 3.82 acre tract, at approximately 313 feet pass the northwest corner of the 3.82 acre tract and northeast corner of the 1.38 acre tract, in all, 862.11 feet to a 60d nail found at a fence corner where north line of said 1.38 acre tract intersects the east line of the Rosanky-Jeddo Road, for an upper southwest corner of this tract.

THENCE with the east line of the Rosanky Jeddo Road, N 07 deg. 04 min. 42 sec. E, 392.53 feet to a 5/8 inch iron rod set at a fence corner, the southwest corner of that certain 10 acre tract described in a deed from Irma Reed Howe to Claude G. Reed, recorded in Volume 234, Page 798, Bastrop County Deed Records, for the northwest corner of this tract.

THENCE with the south line of the Reed 10 acre tract, S 79 deg. 37 min. 37 sec. E, 785.52 feet to the southeast corner of same, a 2 inch iron pipe found at a fence corner, the southwest corner of that certain 10 acre tract described in a deed from Paul N. Jett to Annie Hooe, recorded in Volume 258, Page 203, Bastrop County Deed Records, for an angle corner of this tract.

THENCE with the south line of that Hooe 10 acre tract, S 80 deg. 18 min. 29 sec. E, 784.85 feet to the southeast corner of same, a 1 inch iron pipe found at a fence corner, the southwest corner of that certain 30 acre tract described in a deed from A.E. Rosanky to Madeline Nash, recorded in Volume 89, Page 447, Bastrop County Deed Records, for an angle corner of this tract.

THENCE with the south line of the Nash 30 acre tract, S 80 deg. 14 min. 58 sec. E, 499.20 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE S 10 deg. 00 min. 00 sec. W, 1675.82 feet to the POINT OF BEGINNING, containing 52.808 acres of land.

Exhibit M

Tract 13:

FIELD NOTES FOR TRACT NO. 5, A 100.073 ACRE TRACT IN THE MUSGROVE EVANS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 100.073 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain 1161 acre tract set aside to A.E. Rosanky in a Partition Deed recorded in Volume 82, Page 595, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 3/8 inch iron rod found at a fence corner in the east line of the said 1161 acre tract and west line of that certain 163.0 acre tract described as Tract Two in a deed from Annco, Inc. to Woodrow Eskew, et ux, recorded in Volume 282, Page 753, Bastrop County Deed Records, the northeast corner of that certain 100 acre tract described in a deed from Susie Rosanky, et al, to H.A. Otto, et ux, recorded in Volume 246, Page 198, Bastrop County Deed Records.

THENCE with the east line of the said 1161 acre tract and west line of the Eskew 163 acre tract, N 10 deg. 09 min. 58 sec. E, 3163.79 feet to a 5/8 inch iron rod found at a fence corner in the south line of that certain 74.67 acre tract described as Tract No. 1 in a deed from Fred Walton Morgan, Jr. to Alvin L Morgan, et al, recorded in Volume 316, Page 60, Bastrop County Deed Records, the northwest corner of the Eskew 163 acre tract, a lower northeast corner of the said 1161 acre tract.

THENCE with a lower north line of the 1161 acre tract, the south line of the Morgan 74.67 acre tract and the south line of that certain 127 acre tract described as Tract No. 2 in the said deed to Morgan, N 81 deg. 07 min. 37 sec. W, at approximately 1475 feet pass the southwest corner of the Morgan 74.67 acre tract and southeast corner of the Morgan 127 acre tract, in all, 2210.63 feet to a 5/8 inch iron rod found near a fence corner, the most southerly southwest corner of the Morgan 127 acre tract, an interior corner of the 1161 acre tract for the POINT OF BEGINNING, the southeast corner of this tract.

THENCE into said 1161 acre tract, N 81deg. 07 min. 37 sec. W, 1736.62 feet to a 5/8 inch iron set for the southwest corner of this tract.

THENCE N 10 deg. 00 min. 00 sec. E, 2565.40 feet to a 5/8 inch iron rod set in the north line of the said 1161 acre tract, an upper south line of the Morgan 127 acre tract, for the northwest corner of this tract.

THENCE with the north line of the 1161 acre tract and upper south line of the Morgan 127 acre tract, S 80 deg. 39 min. 17 sec. E, 1671.58 feet to a 5/8 inch iron rod found near a fence corner, an interior corner of the Morgan 127 acre tract, the northeast corner of the 1161 acre tract, for the northeast corner of this tract.

THENCE with the upper east line of the 1161 acre tract and lower west line of the Morgan 127 acre tract, S 08 deg. 32 min. 39 sec. W, 2551.16 feet to the POINT OF BEGINNING, containing 100.073 was of land.

Exhibit N

Tract 14:

206.5 acres of land, a part of the Musgrove Evans Survey in Bastrop County, Texas, described in metes and bounds as follows:

LOT NO. 4 of the division of the 1032.5 acre Estate of S. N. and Ida Williams in the Musgrove Evans Survey in Bastrop County, Texas, said Lot No. 4 being described as follows:

BEGINNING at the Northwest corner this Lot No. 4 and also the Northeast corner Lot No. 3;
THENCE S 80° E. 546.14 varas to corner at metal gate with Clark;
THENCE S 9° 30' W. 647.52 varas to an inside corner;
THENCE S 80° E. with Clark, 329.04 varas to corner this Lot and the Northwest corner Lot No. 5;
THENCE S 10° W. 931 varas the Southeast corner Lot No. 4 and the Southwest corner Lot No. 5;
THENCE N 80° W. 874.46 varas the Southwest corner this Lot No. 4 and the Northeast corner Lot No. 3;
THENCE N 10° E. 1578.52 varas to the PLACE OF BEGINNING, containing 206.5 acres of land.

And being the same property described as Lot. 4 set aside to Callie Williams Jones in a Partition Deed dated November 23, 1964 between Claude M. Williams et. al., and recorded in Volume 167, Page 573, Deed Records of Bastrop County, Texas.

End of Schedule A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Schedule B, Item 1 is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. (Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety "shortages in area".)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in-lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2019**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2019** and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished, or labor performed, in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception:

- a. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
- b. Any easement and/or right-of-way on, over or across the subject property for public utility purposes, whether or not shown of record.
- c. No assurance is made as to ownership of any part of the subject property which lies within the bounds of any public street, road, highway and/or alleyway.
- d. Notwithstanding anything contained in this policy, or any attachment hereto, suggesting the contrary, this policy does not insure the acreage content of the land covered hereby, and Company does not represent that any acreage or square footage calculations shown anywhere in this policy, or on any attachment hereto, are correct.
- e. Rights of parties in possession.
- f. All leases, grants, exceptions or reservations or coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records, whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- g. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of land.

THE FOLLOWING EXCEPTIONS ARE SET OUT BY NUMBER FOR LEGIBILITY, ALL AS SUBPARAGRAPHS OF EXCEPTION NO. 10 TO FOLLOW TEXAS LAND TITLE ASSOCIATION FORMAT REQUIREMENTS:

1. Non-Exclusive Access Easement as reserved and described in Deed dated November 10, 2004, recorded November 12, 2004 in [Volume 1485, Page 688 \(D\)](#), Official Records, Bastrop County, Texas. (Affects Tract 1)
2. Easement described in Deed dated May 28, 2004, granted by Sheriah Dangerfield, Karen Wolsey, Martha Kaye Bowman a/k/a Kaye Bowman f/k/a Martha Kay Jones to Roger Lynn Eskew, Sr, recorded June 9, 2004 in [Volume 1444, Page 732 \(D\)](#), Official Records, Bastrop County, Texas; as corrected by corrected by Deed dated May 28, 2004, recorded August 13, 2004 in [Volume 1462, Page 536 \(D, CORR\)](#), Official Records, Bastrop County, Texas. (Affects Tract 4)
3. Non-Exclusive Access Easement as reserved and described in Deed dated March 26, 2004, recorded April 8, 2004 in [Volume 1426, Page 457 \(VD\)](#), Official Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
4. Easement dated February 14, 2002, granted by Charles C Watterson to Bluebonnet Electric Cooperative, Inc., recorded May 1, 2002 in [Volume 1224, Page 142 \(E\)](#), Official Records, Bastrop County, Texas. (Affects Tract 14)
5. Lease Agreement dated February 1, 1990, executed by and between Susie Rosanky and Jerry M. Donnelly, as Lessor, and Koch Gathering Systems, Inc., as Lessee, recorded March 8, 1990 in [Volume 564, Page 461 \(AGMT\)](#), Official Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
6. Easement dated March 14, 1989, granted by Charles Claude Watterson to Arrowhead Cable Company, recorded March 21, 1989 in [Volume 534, Page 589 \(E\)](#), Official Records, Bastrop County, Texas. (Affects Tract 14)
7. Right of Way Easement dated November 30, 1988, granted by Woodrow Eskew et al to Aqua Water Supply Corporation, Inc., recorded December 5, 1988 in [Volume 524, Page 906 \(ROW, E\)](#), Official Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)

8. Oil and Gas Lease dated February 28, 1986, by and between Susie Rosanky, Jerrell M. Rosanky Donnelly, and Patrick R. Donnelly, as Lessor, and Osiris Petroleum, Inc., as Lessee, recorded April 17, 1986 in [Volume 414, Page 668 \(LEASE\)](#), Official Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
9. Oil and Gas Lease dated May 23, 1984, by and between Charles Claude Watterson and Virginia Watterson, as Lessor, and Christilin Petroleum Corp., as Lessee, recorded June 28, 1984 in [Volume 131, Page 602 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)
10. Right of Way Grant dated June 6, 1980, by Mrs. A.E. Rosanky and Mrs. Jerrell M. Rosanky Donnelly to Scurlock Oil Company, recorded October 3, 1980 in [Volume 290, Page 761 \(ROW\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
11. Right of Way Grant dated June 6, 1980, by Mrs. A.E. Rosanky and Mrs. Jerrell M. Rosanky Donnelly to Scurlock Oil Company, recorded October 2, 1980 in [Volume 290, Page 757 \(ROW\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
12. Easement dated June 4, 1980, granted by Woodrow Eskew and Lois L. Eskew to Scurlock Oil Company, recorded October 2, 1980 in [Volume 290, Page 765 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 3, and 4)
13. Right of Way Grant dated March 30, 1980, by Mrs. A.E. Rosanky and Jerrell M. Rosanky Donnelly to Matador Pipelines, Inc., recorded April 9, 1980 in [Volume 286, Page 493 \(ROW\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
14. Lease Agreement dated January 26, 1980, by and between Susie Rosanky and Jerry M. Donnelly, as Lessor, and Matador Pipeline, Inc., as Lessee, recorded March 20, 1980 in [Volume 285, Page 202 \(AGMT\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
15. Reservation of all oil, gas, and minerals in Warranty Deed dated December 20, 1979 executed by Jo Lynn Clark to Woodrow Eskew and Lois L. Eskew, recorded January 10, 1980 in [Volume 282, Page 722 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 2)
16. Reservation of all oil, gas, and minerals in Warranty Deed dated December 20, 1979 executed by Randolph Lee Clark, Jr. and Bertha M. Davis Clark to Woodrow Eskew and Lois L. Eskew, recorded January 10, 1980 in [Volume 282, Page 746 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 3)
17. Reservation of all oil, gas, and minerals in Warranty Deed dated December 20, 1979, executed by Randolph Lee Clark, Jr., Bertha M. Davis Clark, Randolph Lee Clark, III, and Jo Lynn Clark to Annco, Inc., recorded January 10, 1980 in [Volume 282, Page 739 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1 and 4)
18. Right of Way Easement dated December 20, 1979 executed by Annco, Inc. to Randolph Lee Clark, Jr. and Bertha M. Davis Clark, recorded January 10, 1980 in [Volume 282, Page 734 \(ROW, E\)](#), Deed Records, Bastrop County, Texas. (As to Tracts 1, 2, 3, and 4)
19. Right of Way Easement dated December 20, 1979, by Randolph Lee Clark, III, and Jo Lynn Clark to Woodrow Eskew and Lois L. Eskew, recorded January 10, 1980 in [Volume 282, Page 726 \(ROW, E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
20. Right of Way Easement dated December 20, 1979 by Woodrow Eskew and Lois L. Eskew to Randolph Lee Clark, Jr. and Bertha M. Davis Clark, recorded January 10, 1980 in [Volume 282, Page 717 \(ROW, E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
21. Easement dated December 26, 1979, granted by Woodrow Eskew and Lois L. Eskew to Thomas E. Swenson and Helen Eskew Swenson, recorded January 10, 1980 in [Volume 282, Page 711 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
22. Easement dated October 26, 1979, granted by A.E. Rosanky to Bluebonnet Electric Cooperative, Inc., recorded December 6, 1979 in [Volume 281, Page 765 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)

23. Easement dated October 2, 1978, granted by Charles Claude Watterson to Lower Colorado River Authority, recorded December 11, 1978 in [Volume 270, Page 38 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 14)
24. Oil and Gas Lease dated February 26, 1977, executed by and between R. Lee Clark and J.B. Lovejoy, as Lessor, and E.R. Perkins and Hill Revocable Trust, as Lessee, recorded March 18, 1977 in [Volume 109, Page 365 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, and 3)
25. Oil and Gas Lease dated February 26, 1977, executed by and between R. Lee Clark and Bertha M. Davis Clark, as Lessor, and E.R. Perkins and Hill Revocable Trust, as Lessee, recorded March 16, 1977 in [Volume 109, Page 358 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, and 3)
26. Oil and Gas Lease dated February 26, 1977, by and between Randolph Lee Clark, III, as Lessor, and E.R. Perkins and Hill Revocable Trust, as Lessee, recorded March 10, 1977 in [Volume 109, Page 362 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 4)
27. Mineral Deed dated August 27, 1976, by Randolph Lee Clark, III to Jo Lynn Clark, recorded December 20, 1976 in [Volume 108, Page 777 \(D\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 2 and 4)
28. Oil and Gas Lease dated May 6, 1976, by and between Charles C. Watterson and Virginia Watterson, as Lessor, and A.R. Dillard, Inc., as Lessee, recorded June 10, 1976 in [Volume 105, Page 547 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)
29. Oil and Gas Lease dated April 19, 1976, executed by and between Jo Lynn Clark, as Lessor, and J.B. Lovejoy, as Lessee, recorded June 10, 1976 in [Volume 105, Page 489 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 2)
30. Oil and Gas Lease dated April 19, 1976, executed by and between R. Lee Clark, Jr. and Bertha M. Davis Clark, as Lessor, and J.B. Lovejoy, as Lessee, recorded June 1, 1976 in [Volume 105, Page 486 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, and 3)
31. Oil and Gas Lease dated April 8, 1976, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and William C. Haverlah, as Lessee, recorded May 26, 1976 in [Volume 105, Page 288 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
32. Reservation of all oil, gas, and minerals in Warranty Deed dated February 24, 1959, executed by Grady Tuck Sr. and Ora B. Tuck to Randolph Lee Clark III, recorded December 7, 1972 in [Volume 210, Page 765 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 4)
33. Easement dated July 19, 1970, granted by A.E. Rosanky to Annie Hooe, recorded May 27, 1971 in [Volume 201, Page 934 \(E\)](#), Deed Records, Bastrop County, Texas. (As to Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
34. Right of Way Easement dated May 31, 1969, granted by R. Lee Clark and Bertha Davis Clark to Aqua Water Supply Corporation, recorded January 29, 1970 in [Volume 194, Page 271 \(ROW, E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
35. Easement dated October 15, 1968, granted by A.E. Rosanky to Bluebonnet Electric Cooperative, Inc., recorded March 27, 1969 in [Volume 190, Page 302 \(E\)](#), Deed Record, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
36. Oil and Gas Lease dated January 9, 1962, by and between C.V. Williams and C.M. Williams, Individually and as Executors of the Estate of Ida Williams, as Lessor, and Edmond Leuschner, as Lessee, recorded May 7, 1962 in [Volume 88, Page 189 \(LEASE\)](#), Oil and Gas Records of Bastrop County, Texas. (Affects Tract 14)
37. Easement dated May 1, 1961 granted by C.V. Williams et ux to State of Texas, acting by and through the State Highway Commission, recorded March 7, 1962 in [Volume 156, Page 507 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 14)

38. Oil and Gas Lease dated January 9, 1962, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and Edmond Leuschner, as Lessee, recorded March 6, 1962 in [Volume 88, Page 127 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
39. Oil and Gas Lease dated March 11, 1960, by and between C.V. Williams and C.M. Williams, Ind. and as Exec. of the Estate of Ida Williams, as Lessor, and Hunt Petroleum Corporation, as Lessee, recorded April 5, 1960 in [Volume 87, Page 135 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)
40. Oil and Gas Lease dated March 24, 1960, by and between A.E. Rosanky and wife, Susie Rosanky, as Lessor, and Hunt Petroleum Corporation, as Lessee, recorded April 4, 1960 in [Volume 87, Page 130 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
41. Reservation of all oil, gas, and minerals in Warranty Deed dated March 6, 1959 executed by Grady Tuck Sr. and Ora B. Tuck to Dr. Randolph Lee Clark and Bertha M. Davis Clark, recorded March 7, 1959 in [Volume 149, Page 138 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, and 3)
42. Easement described in Deed dated December 23, 1958, granted by Jewel Rosanky to Grady Tuck Sr., recorded March 7, 1959 in [Volume 149, Page 133 \(E\)](#), Deed Records, Bastrop County, Texas. (As to Tracts 1, 2, 3, and 4)
43. Oil and Gas Lease dated October 31, 1958, by and between Jewel Rosanky, as Lessor, and Sun Oil Company, as Lessee, recorded November 14, 1958 in [Volume 83, Page 1 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
44. Oil and Gas Lease dated September 11, 1956, by and between Jewel Rosanky, as Lessor, and Edmond Leuschner, as Lessee, recorded October 5, 1957 in [Volume 81, Page 187 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
45. Easement dated October 18, 1952 granted by Claude Williams et ux to State of Texas, acting by and through the State Highway Commission, recorded July 9, 1953 in [Volume 137, Page 140 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 14)
46. Mineral Deed dated May 28, 1953, by Mrs. Juddie Rosanky, Grace Rosanky Jones, Curran L. Jones, and Billy Finch Rosanky to Jewel Rosanky, recorded June 1, 1953 in [Volume 136, Page 609 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
47. Easement dated October 4, 1951 granted by Ethel Martin to State of Texas, acting by and through the State Highway Commission, recorded December 24, 1951 in [Volume 133, Page 250 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tract 14)
48. Oil and Gas Lease dated July 17, 1951, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and Edmond Leuschner and A.H. Richardson, as Lessee, recorded August 20, 1951 in [Volume 64, Page 273 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
49. Oil and Gas Lease dated June 21, 1950, by and between Clyde V. Williams et al, as Lessor, and H.A. Rader, as Lessee, recorded July 26, 1950 in [Volume 63, Page 64 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)
50. Oil and Gas Lease dated August 13, 1946, by and between Jewel Rosanky, as Lessor, and John O. Gibson, as Lessee, recorded September 23, 1946 in [Volume 55, Page 206 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
51. Oil and Gas Lease dated September 18, 1945, by and between Mrs. Ethel Martin et al, as Lessor, and F.D. Glass, Jr., as Lessee, recorded October 16, 1945 in [Volume 53, Page 312 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)

52. Oil and Gas Lease dated August 22, 1945, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and F.D. Glass, Jr., as Lessee, recorded September 10, 1945 in [Volume 53, Page 258 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
53. Oil and Gas Lease dated August 22, 1945, by and between Jewel Rosanky, as Lessor, and F.D. Glass, Jr., as Lessee, recorded September 10, 1945 in [Volume 53, Page 255 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
54. Mineral Deed dated November 8, 1943, by H.W. Rosanky to Ethel Coker, Lee H. Coker, Jewel Rosanky, W.A. Rosanky, and W.R. Rosanky, recorded September 6, 1945 in [Volume 116, Page 513 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
55. Easement dated June 26, 1945, granted by A.E. Rosanky to Texas-New Mexico Pipe Line Company, recorded July 24, 1945 in [Volume 116, Page 352 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)
56. Oil and Gas Lease dated May 27, 1944, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and F.D. Glass, Jr., as Lessee, recorded June 7, 1944 in [Volume 50, Page 535 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)
57. Oil and Gas Lease dated May 26, 1944, by and between Jewel Rosanky, as Lessor, and F.D. Glass, Jr., as Lessee, recorded June 1, 1944 in [Volume 50, Page 526 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
58. Reservation of all oil, gas, and minerals in Partition Deed dated April 29, 1935 executed by H.W. Rosanky to Ethel K. Rosanky, Jewel Rosanky, W.A. Rosanky, and W.R. Rosanky, recorded May 21, 1935 in [Volume 95, Page 46 \(D\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
59. Oil and Gas Lease dated October 22, 1932, by and between A.E. Rosanky and Susie Rosanky, as Lessor, and J. Collier Hurley, as Lessee, recorded October 26, 1932 in [Volume 34, Page 44 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
60. Oil and Gas Lease dated September 13, 1932, by and between Henry W. Rosanky, W.R. Rosanky, and W.A. Rosanky, as Lessor, and J.H. Gray, as Lessee, recorded September 20, 1932 in [Volume 32, Page 317 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
61. Easement dated October 5, 1928, granted by A.E. Rosanky and Susie Rosanky to The Texas Pipe Line Company, recorded October 23, 1928 in [Volume 85, Page 27 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
62. Easement dated September 5, 1928, granted by A.E. Rosanky and Susie Rosanky to The Texas Pipe Line Company, recorded September 13, 1928 in [Volume 84, Page 532 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
63. Easement dated August 4, 1928, granted by Wm. Rosanky to The Texas Pipe Line Company, recorded August 16, 1928 in [Volume 84, Page 463 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
64. Easement dated August 4, 1928, granted by Emma Leona Rosanky to The Texas Pipe Line Company, recorded August 16, 1928 in [Volume 84, Page 461 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
65. Easement dated August 8, 1928, granted by A.E. Rosanky to The Texas Pipe Line Company, recorded August 15, 1928 [Volume 84, Page 471 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)
66. Easement dated August 4, 1928, granted by Mary E. Rosanky to The Texas Pipe Line Company, recorded August 15, 1928 in [Volume 84, Page 462 \(E\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)

67. Oil and Gas Lease dated November 6, 1922, executed by and between Mrs. Mary Rosanky, as Lessor, and P.B. Searcy, as Lessee, recorded May 16, 1923 in [Volume 4, Page 599 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)
68. Oil and Gas Lease dated January 27, 1923, executed by and between John B. Rosanky et al, as Lessor, and George M. Kelly, as Lessee, recorded April 10, 1923 in [Volume 4, Page 505 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
69. Lease Agreement dated February 20, 1923, by and between John B. Rosanky et al, as Lessor, and Geo. M. Kelley and L.D. Harmes, as Lessee, recorded February 19, 1923 in [Volume 3, Page 617 \(AGMT\)](#), Oil and Gas Records, Bastrop County, Texas. (As to Tracts 5, 6, 7, 8, 9, 10, 11, 12, and 13)
70. Oil and Gas Lease dated May 26, 1922, by and between S.M. Williams et ux, as Lessor, and W.K. Mccardell, as Lessee, recorded June 14, 1922 in [Volume 4, Page 171 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tract 14)
71. Oil and Gas Lease dated February 9, 1920, executed by and between Henry Rosanky, as Lessor, and H.J. McMullen, as Lessee, recorded April 20, 1920 in [Volume 1, Page 467 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
72. Oil and Gas Lease dated February 6, 1920, executed by and between J.W. Young and L.M. Young, as Lessor, and H.J. McMullen, as Lessee, recorded March 13, 1920 in [Volume 1, Page 309 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, and 4)
73. Oil and Gas Lease dated April 5, 1919, executed by and between Mary P. Rosanky, as Lessor, and GA Gage, as Lessee, recorded September 6, 1919 in [Volume 67, Page 469 \(LEASE\)](#), Deed Records, Bastrop County, Texas. (Affects Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13)

End of Schedule B

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons names in paragraph 3 of Schedule A.
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, laborers and suppliers have been fully paid, and that no mechanic's laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower that agreed amount for your property of interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Upon determination that the proposed insured property is being assessed for tax purposes other than agriculture and at a fair market value and the payment of the additional premium required for this amendment, Item 3, Schedule "B" of the Loan Policy of Title Insurance will be amended to read "Standby fees, taxes and assessments by any taxing authority of the year 2019, and subsequent years."
6. In connection with the issuance of a Loan Policy of Title Insurance or Loan Title Policy Binder on Interim Construction Loan (Interim Binder), the Company may, if satisfied that all taxes, standby fees and assessments by any taxing authority for the year of the issuance of the Loan Policy of Title Insurance of Loan Title Policy Binder on Interim Construction Loan are not yet due and payable, and upon payment of the premium in R-24, state the following after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not due and payable.
7. In connection with the issuance of a Loan Policy of Title Insurance or Loan Title Policy Binder of Interim Construction Loan (Interim Binder) in connection with a mechanic's lien contract the Company requires satisfactory evidence of compliance with the requirements of Subsection (a)(5), Paragraphs (A) through (D), Section 50, Article XVI, Texas Constitution.
8. Company requires a signed and notarized Affidavit as to Debts and Liens or an Estoppel Certificate, in form and with content reasonably satisfactory to Company, that at a minimum contains within it, language regarding certification of parties in possession and debts and liens from the owners of the subject property. Company reserves the right to make additional or different exceptions and/or establish additional or different requirements based on the information provided in such Estoppel Certificate. In the event such Estoppel Certificate is not received by Company, Company will add the following two exceptions: the "rights of parties in possession" and the "rights to tenants in possession" to Schedule B hereof and to any title policy issued pursuant hereto.
9. The subject land is receiving a special agriculture valuation on property taxes. Company requires that all taxes due or that may be due must be paid at or before closing.
10. Company requires a copy of the Partnership Agreement for EMHUGH, LTD, a Texas Limited Partnership, and any amendments thereto. Company also requires a Certificate of Good Standing from the Texas Comptroller of Public Accounts showing "active" status and a Certificate of Existence from Texas Secretary of State. Company reserves the right to make additional or different

exceptions and/or establish additional or different requirements following its review of said documents.

11. Company must be furnished with either: (i) a true and complete copy of the Trust Agreement for the Virginia W. Watterson Exempt Trust, or (ii) a Certification of Trust in accordance with the provisions of Section 114.086 of the Texas Property Code, together with copies of certain limited portions of the Trust Agreement where requested and applicable. (Affects Tracts 1-13)

If a Certification of Trust is to be prepared, it must contain the following and be filed of record with other recordable recording documents:

- a. A statement that the trust exists and the date the trust instrument was executed;
- b. The identity of the settler (creator of the trust);
- c. The identity and mailing address of the currently acting trustee;
- d. One or more powers of the trustee or a statement that the trust powers include at least all the powers granted by Chapter 113 of the Property Code; If there is more than one trustee and one is purporting to act alone, the Trustee must provide excerpts from the trust agreement allowing him to act alone, otherwise, all trustees must join;
- e. The revocability of irrevocability of the trust and the identity of any person holding a power to revoke the trust;
- f. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all of the co-trustees are required in order to exercise powers of the trustee;
- g. The manner in which title to trust property should be taken (NOTE: If a purchase transaction, property must be deeded into the name of the Trustee, unless the trust is a Real Estate Investment Trust that is qualified with the Secretary of State's office); and
- h. A statement that the trust has not been revoked, modified, or amended in such a way as to cause the representations in the certifications to be incorrect.

Company reserves the right to make additional or different exceptions and/or to establish different or additional requirements following its review of said Certification.

12. Probate proceedings appear of record in the County Court at Law Court of Bastrop County, Texas, concerning the Estate of Virginia W. Watterson, a/k/a Virginia Ruth Watterson, under Cause No. 10,745. An inventory has not yet been filed in connection with the estate. Prior to the issuance of any policy, Company must be furnished with satisfactory evidence that all debts of the estate have been paid, and all estate and inheritance taxes (if any were due) have been paid, or that the estate is of insufficient value to warrant said taxes. Upon receipt of same, Company reserves the right to make additional requirements and/or exceptions. (Affects Tract 14)
13. The subject Land is located in the Bastrop County Emergency Services District #1, which has taxing authority. A properly executed Notice to Purchasers must be recorded at closing.
14. Prior to the issuance of any policy of title insurance, Company will require a current ALTA/NSPS Land Title Survey, including, a metes and bounds description of the Land acceptable to Company. Company reserves the right to make additional exceptions and/or requirements based upon its review of the Survey.
15. Company reserves the right to make additional or different exceptions and/or establish additional or different requirements based upon matters that may subsequently appear between the issuance of the commitment, the closing of this transaction and issuance of the title policy, including but not limited to, such matters as may be related to the Survey, any further search of title on the subject Land and all other requirements of the Commitment.

NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THE COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. THE STATE BOARD OF INSURANCE HAS ADOPTED PROCEDURAL RULE P-27 WHICH WILL REQUIRE THAT "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUNDS ACCOUNT. "GOOD FUNDS" IS DEFINED AS:

- a. Cash or wire transfers;
- b. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes;
- c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment;
- d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution;
- e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check;
- f. Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
- g. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
- h. State of Texas Warrants;
- i. United States Treasury Checks;
- j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution; or
- k. Checks by city and county governments located in the State of Texas.

Countersigned:

By: _____
Lauren M. Gray

End of Schedule C

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

HARRINGTON BISCHOF	JOHN M. DIXON	STEVE R. WALKER
JAMES HELLAUER	ARNOLD L. STEINER	A. C. ZUCARO
DENNIS P. VAN MIEGHEM	JIMMY A. DEW	FREDERICKA TAUBITZ
RANDE K. YEAGER	CHARLES F. TITTERTON	SPENCER LEROY, III
STEVEN J. BATEMAN	GLENN W. REED	

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MARK A. BILBREY, President	RANDE K. YEAGER, Chairman and CEO
CURTIS J. HOFFMAN, Executive Vice President	JEFFERY J. BLUHM, Executive Vice President
DANA C. SOLMS, Executive Vice President	MARK M. BUDZINSKI, Executive Vice President
DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel	PATRICK A. CONNOR, Executive Vice President
GARY J. HORN, Executive Vice President	MIKE TARPEY, Vice President, Treasurer
CAROLYN J. MONROE, Executive Vice President	ROGER A. GAIO, Executive Vice President
CHERYL JONES, Executive Vice President	ROBERT E. ZELLAR, Executive Vice President
CHRIS G. LIESER, Executive Vice President	MICHAEL B. SKALKA, Executive Vice President

Shareholders owning, controlling or holding, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

TITLE INSURANCE AGENT

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$ _____
Loan Policy	\$ _____
Endorsement Charges	\$ _____
Other	\$ _____
Total	\$ _____

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; \$____ (or 85%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$ _____ or % _____	_____	_____
\$ _____ or % _____	_____	_____

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

Old Republic National Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Old Republic National Title Insurance Company 713-682-4144.

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

**400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su Old Republic National Title Insurance Company 713-682-4144.

Usted puede llamar al numero de telefono gratis de Old Republic National Title Insurance Company's para informacion o para someter una queja al:

1-888-678-1700

Usted tambien puede escribir a Old Republic National Title Insurance Company:

**400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departament de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DELETION OF ARBITRATION PROVISION

(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

SIGNATURE

DATE

Old Republic National Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **July 7, 2020 at 8:00 am**

G.F. No.: 304103NCT-2
("King")

Commitment issued: **July 10, 2020 at 9:00 am**

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: **TBD**
PROPOSED INSURED: **Big Star Solar, LLC,**
a Delaware limited liability company
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:

Leasehold and easement
3. Record title to the land on the Effective Date appears to be vested in:

Robert Bruce King (also known as Robert B. King) and Vicki Lynn King, Co-Trustees of the Robert and Vicki King Revocable Living Trust

Deed dated July 16, 1997, recorded July 23, 1997 in Volume 860, Page 261 (VD), Official Public Records, Bastrop County, Texas; and dated April 3, 2019, recorded April 8, 2019 as Instrument No. 201904737 (VD), Official Public Records, Bastrop County, Texas.
4. Legal description of the land:

FIELD NOTES FOR A 167.777 ACRE TRACT IN THE MUSGROVE EVANS SURVEY IN BASTROP COUNTY, TEXAS.

BEING a 167.777 acre tract or parcel of land out of and being a part of the Musgrove Evans Survey, A-154, in Bastrop County, Texas, and being a part of that certain tract said to contain 206.5 acres and designated as Lot No. 3 and described in a deed from Claude M. Williams and wife, Robbie C. Williams, to W.C. Holland and wife, Alene Holland, recorded in Volume 235, Page 305, Bastrop County Deed Records. Herein described tract or parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at a fence corner in the south line of that certain 205.58 acre tract described in a deed from Annco, Inc., to Thomas Swenson, et ux, recorded in Volume 282, Page 750, Bastrop County Deed Records, the northeast corner of that certain 26.251 acre tract described in a deed from Kenneth Strange, et al, to Jon N. Strange, et al. recorded in Volume 742, Page 706, Bastrop County Deed Records, the northeast corner of the said 206.5 acre tract of which this is a part, for the northwest corner of this tract.

THENCE with the south line of the Swenson 205.58 acre tract and north line of the said 206.5 acre tract, S 79 deg. 41 min. 4S sec. E, 203S.871' feet to a 5/8 inch iron rod found at a fence corner, the northwest corner of that certain 206.5 acre tract designated as Lot No. 4 and being described in a deed from Callie Williams Jones, et vir, to Charles Claude Watterson recorded in Volume 168, Page 90, Bastrop County Deed Records, the northeast corner of the said 206.5 acre tract of which this, is a part, for the northeast corner of this tract

THENCE with the common line, a fenced, of the said 206.5 acre tract of which this is a part and the Watterson 206.5 acre tract, S 10 deg. 00 min. 00 sec. W, 4391.55 feet to a 5/8 inch iron rod set at a fence corner where same corner in the north line of County Road No. 328, for the southeast corner of this tract

THENCE with the south line, as fenced, of the said 206.5 acre tract and north line of County Road No. 328, N 88 deg. 36 min. 54 sec. W, 79.36 feet to a 5/8 inch iron rod set at a fence angle; N 78 deg. 29 min. 20 sec. W, 535.05 feet to a 60d nail set at a fence angle; N 63 deg. 04 min. 20 sec. W, 85.20 feet to a 5/8 inch iron rod set at a fence corner where same intersects the northeast line of County Road No. 297, for angle corner of this tract.

THENCE crossing said 206.5 acre tract with the northeast line of County Road No. 297. N 19 deg. 32 min 49 sec. W, 215.01 feet to a 5/8 inch iron rod set at a fence angle; N 15 deg. 49 min. 06 sec. W, 885.87 feet to a 60d nail set in 18 inch post oak; N 16 deg. 14 min. 43 sec. W, 370.54 feet to a 60d nail set in an 18 inch post oak; N 24 deg. 25 min. 28 sec. W, 186.54 feet to a 5/8 inch iron rod set at a 10 inch elm; N 27 deg. 49 min. 33 sec. W, 181.56 feet to a 5/8 inch iron rod set at a 14 inch post oak; N 30 deg. 01 min. 58 sec. W, 23.30 feet to a 5/8 inch iron rod set at a fence angle; N 32 deg. 49 min. 30 sec. W, 275.80 feet to a 5/8 inch iron rod sea at a fence angle; N 40 deg. 36 min. 59 sec. W, 345.02 feet to a 1/2 inch iron rod found at a fence corner in the west line of said 206.5 acre tract. the southeast corner of the before mentioned Strange 26.251 acre tract, for the southwest corner of this tract.

THENCE with the west line, as fenced, of the said 206.5 acre tract and east line of the Strange 26.251 acre tract. N 10 deg. 00 min. 55 sec. E, 2322.17 feet to the POINT OF BEGINNING, containing 167.777 acres of land.

End of Schedule A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Schedule B, Item 1 is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. (Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety "shortages in area".)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in-lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished, or labor performed, in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception:

- a. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
- b. Any easement and/or right-of-way on, over or across the subject property for public utility purposes, whether or not shown of record.
- c. No assurance is made as to ownership of any part of the subject property which lies within the bounds of any public street, road, highway and/or alleyway.
- d. Notwithstanding anything contained in this policy, or any attachment hereto, suggesting the contrary, this policy does not insure the acreage content of the land covered hereby, and Company does not represent that any acreage or square footage calculations shown anywhere in this policy, or on any attachment hereto, are correct.
- e. Rights of parties in possession.
- f. All leases, grants, exceptions or reservations or coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records, whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- g. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of land.

THE FOLLOWING EXCEPTIONS ARE SET OUT BY NUMBER FOR LEGIBILITY, ALL AS SUBPARAGRAPHS OF EXCEPTION NO. 10 TO FOLLOW TEXAS LAND TITLE ASSOCIATION FORMAT REQUIREMENTS:

1. Lease and Easement Agreement dated March 10, 2020, by and between Virginia W. Watterson Exempt Trust and RWE Solar Development, LLC, a Delaware limited liability company; as evidenced by Memorandum of Lease and Easement Agreement dated March 10, 2020, recorded March 11, 2020 as [Instrument No. 202004074 \(MEMO\)](#), Official Public Records, Bastrop County, Texas.
2. Lease and Easement Agreement dated November 21, 2019, by and between Emhugh, Ltd., a Texas limited partnership and RWE Solar Development, LLC, a Delaware limited liability company; as evidenced by Memorandum of Lease and Easement Agreement dated November 21, 2019, recorded December 11, 2019 as [Instrument No. 201919445 \(MEMO\)](#), Official Public Records, Bastrop County, Texas.
3. Certification of OSSF Required Maintenance dated April 15, 2013, executed by Robert King, recorded April 15, 2013 in [Volume 2225, Page 568 \(AFF\)](#), Official Public Records, Bastrop County, Texas.
4. Easement dated March 22, 2013, granted by Robert King to Bluebonnet Electric Cooperative, Inc., recorded July 22, 2013 in [Volume 2250, Page 200 \(E\)](#), Official Public Records, Bastrop County, Texas.
5. Easement dated April 2, 2002, granted by Bob King to Bluebonnet Electric Cooperative, Inc., recorded May 1, 2002 in [Volume 1224, Page 136 \(E\)](#), Official Public Record, Bastrop County, Texas.
6. Oil, Gas and Mineral Lease dated September 15, 1983, by and between W.C. Holland and Alene Holland, husband and wife and Oiltex International, Ltd., recorded October 6, 1983 in [Volume 129, page 106 \(OGL\)](#), Oil and Gas Records, Bastrop County, Texas.
7. Mineral Deed dated April 7, 1981, granted by Claude M. Williams and Robbie C. Williams to W.C. Holland, et ux, recorded April 16, 1981 in [Volume 117, Page 842 \(D\)](#), Oil and Gas Records, Bastrop County, Texas.

8. Easement dated October 28, 1978, granted by W.C. Holland and Alene Holland to Lower Colorado River Authority, recorded December 21, 1978 in [Volume 270, Page 41 \(E\)](#), Deed Records, Bastrop County, Texas.
9. Oil and Gas Lease dated May 6, 1976, by and between Claude M. Williams and wife Robbie C. Williams, and A.R. Dillard, Inc., recorded June 10, 1976 in [Volume 105, Page 541 \(OGL\)](#), Oil and Gas Records, Bastrop County, Texas.
10. Reservation of all oil, gas and other mineral interest in Deed dated July 31, 1975, granted by Claude M. Williams and wife Robbie C. Williams to W.C. Holland, and wife Alene Holland, recorded September 2, 1975 in [Volume 235, Page 305 \(D\)](#), Deed Records, Bastrop County, Texas.
11. Easement dated October 27, 1969, granted by Claude M. Williams and wife Robbie Williams, to Aqua Water Supply Corporation, recorded January 29, 1970 in [Volume 194, Page 410 \(E\)](#), Deed Records, Bastrop County, Texas.
12. Oil and Gas Lease dated January 9, 1962, by and between C.V. Williams and C.M. Williams, Individually and as Executors of the Estate of Ida Williams, as Lessor, and Edmond Leuschner, as Lessee, recorded May 7, 1962 in [Volume 88, Page 189 \(LEASE\)](#), Oil and Gas Records of Bastrop County, Texas.
13. Easement dated May 1, 1961 granted by C.V. Williams et ux to State of Texas, acting by and through the State Highway Commission, recorded March 7, 1962 in [Volume 156, Page 507 \(E\)](#), Deed Records, Bastrop County, Texas.
14. Oil and Gas Lease dated March 11, 1960, by and between C.V. Williams and C.M. Williams, Ind. and as Exec. of the Estate of Ida Williams, as Lessor, and Hunt Petroleum Corporation, as Lessee, recorded April 5, 1960 in [Volume 87, Page 135 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas.
15. Easement dated October 18, 1952 granted by Claude Williams et ux to State of Texas, acting by and through the State Highway Commission, recorded July 9, 1953 in [Volume 137, Page 140 \(E\)](#), Deed Records, Bastrop County, Texas.
16. Easement dated October 4, 1951 granted by Ethel Martin to State of Texas, acting by and through the State Highway Commission, recorded December 24, 1951 in [Volume 133, Page 250 \(E\)](#), Deed Records, Bastrop County, Texas.
17. Oil and Gas Lease dated June 21, 1950, by and between Clyde V. Williams et al, as Lessor, and H.A. Rader, as Lessee, recorded July 26, 1950 in [Volume 63, Page 64 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas.
18. Oil and Gas Lease dated September 18, 1945, by and between Mrs. Ethel Martin et al, as Lessor, and F.D. Glass, Jr., as Lessee, recorded October 16, 1945 in [Volume 53, Page 312 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas.
19. Oil and Gas Lease dated May 26, 1922, by and between S.M. Williams et ux, as Lessor, and W.K. Mccardell, as Lessee, recorded June 14, 1922 in [Volume 4, Page 171 \(LEASE\)](#), Oil and Gas Records, Bastrop County, Texas.

End of Schedule B

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons names in paragraph 3 of Schedule A.
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, laborers and suppliers have been fully paid, and that no mechanic's laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower that agreed amount for your property of interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Upon determination that the proposed insured property is being assessed for tax purposes other than agriculture and at a fair market value and the payment of the additional premium required for this amendment, Item 3, Schedule "B" of the Loan Policy of Title Insurance will be amended to read "Standby fees, taxes and assessments by any taxing authority of the year 2020, and subsequent years."
6. In connection with the issuance of a Loan Policy of Title Insurance or Loan Title Policy Binder on Interim Construction Loan (Interim Binder), the Company may, if satisfied that all taxes, standby fees and assessments by any taxing authority for the year of the issuance of the Loan Policy of Title Insurance of Loan Title Policy Binder on Interim Construction Loan are not yet due and payable, and upon payment of the premium in R-24, state the following after the standard tax exception: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2020 are not due and payable.
7. In connection with the issuance of a Loan Policy of Title Insurance or Loan Title Policy Binder of Interim Construction Loan (Interim Binder) in connection with a mechanic's lien contract the Company requires satisfactory evidence of compliance with the requirements of Subsection (a)(5), Paragraphs (A) through (D), Section 50, Article XVI, Texas Constitution.
8. Company requires a signed and notarized Affidavit as to Debts and Liens or an Estoppel Certificate, in form and with content reasonably satisfactory to Company, that at a minimum contains within it, language regarding certification of parties in possession and debts and liens from the owners of the subject property. Company reserves the right to make additional or different exceptions and/or establish additional or different requirements based on the information provided in such Estoppel Certificate. In the event such Estoppel Certificate is not received by Company, Company will add the following two exceptions: the "rights of parties in possession" and the "rights to tenants in possession" to Schedule B hereof and to any title policy issued pursuant hereto.
9. The subject land is receiving a special agriculture valuation on property taxes. Company requires that all taxes due or that may be due must be paid at or before closing.
10. Company must be furnished with either: (i) a true and complete copy of the Robert and Vicki King Revocable Living Trust, or (ii) a Certification of Trust in accordance with the provisions of Section 114.086 of the Texas Property Code, together with copies of certain limited portions of the Trust Agreement where requested and applicable. (Affects Tracts 1-13)

If a Certification of Trust is to be prepared, it must contain the following and be filed of record with other recordable recording documents:

- a. A statement that the trust exists and the date the trust instrument was executed;
- b. The identity of the settler (creator of the trust);
- c. The identity and mailing address of the currently acting trustee;
- d. One or more powers of the trustee or a statement that the trust powers include at least all the powers granted by Chapter 113 of the Property Code; If there is more than one trustee and one is purporting to act alone, the Trustee must provide excepts from the trust agreement allowing him to act alone, otherwise, all trustees must join;
- e. The revocability of irrevocability of the trust and the identity of any person holding a power to revoke the trust;
- f. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all of the co-trustees are required in order to exercise powers of the trustee;
- g. The manner in which title to trust property should be taken (NOTE: If a purchase transaction, property must be deeded into the name of the Trustee, unless the trust is a Real Estate Investment Trust that is qualified with the Secretary of State's office); and
- h. A statement that the trust has not been revoked, modified, or amended in such a way as to cause the representations in the certifications to be incorrect.

Company reserves the right to make additional or different exceptions and/or to establish different or additional requirements following its review of said Certification.

11. The subject Land is located in the Bastrop County Emergency Services District #1, which has taxing authority. A properly executed Notice to Purchasers must be recorded at closing.
12. Prior to the issuance of any policy of title insurance, Company will require a current ALTA/NSPS Land Title Survey, including, a metes and bounds description of the Land acceptable to Company. Company reserves the right to make additional exceptions and/or requirements based upon its review of the Survey.
13. Company reserves the right to make additional or different exceptions and/or establish additional or different requirements based upon matters that may subsequently appear between the issuance of the commitment, the closing of this transaction and issuance of the title policy, including but not limited to, such matters as may be related to the Survey, any further search of title on the subject Land and all other requirements of the Commitment.

NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTION COVERED BY THE COMMITMENT. THE FOLLOWING CONSTITUTES A MAJOR CHANGE IN THE PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS BY THE TITLE AGENT. THE STATE BOARD OF INSURANCE HAS ADOPTED PROCEDURAL RULE P-27 WHICH WILL REQUIRE THAT "GOOD FUNDS" BE RECEIVED AND DEPOSITED BEFORE A TITLE AGENT MAY DISBURSE FROM ITS TRUST FUNDS ACCOUNT. "GOOD FUNDS" IS DEFINED AS:

- a. Cash or wire transfers;
- b. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes;
- c. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment;
- d. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution;
- e. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check;
- f. Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
- g. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
- h. State of Texas Warrants;
- i. United States Treasury Checks;
- j. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement or a fully executed Immediately Available Funds Procedure Agreement (Agent Designation for Federally-insured Lender) with such financial institution; or
- k. Checks by city and county governments located in the State of Texas.

Countersigned:

By: _____
Lauren M. Gray

End of Schedule C

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

HARRINGTON BISCHOF	JOHN M. DIXON	STEVE R. WALKER
JAMES HELLAUER	ARNOLD L. STEINER	A. C. ZUCARO
DENNIS P. VAN MIEGHEM	JIMMY A. DEW	FREDERICKA TAUBITZ
RANDE K. YEAGER	CHARLES F. TITTERTON	SPENCER LEROY, III
STEVEN J. BATEMAN	GLENN W. REED	

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MARK A. BILBREY, President	RANDE K. YEAGER, Chairman and CEO
CURTIS J. HOFFMAN, Executive Vice President	JEFFERY J. BLUHM, Executive Vice President
DANA C. SOLMS, Executive Vice President	MARK M. BUDZINSKI, Executive Vice President
DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel	PATRICK A. CONNOR, Executive Vice President
GARY J. HORN, Executive Vice President	MIKE TARPEY, Vice President, Treasurer
CAROLYN J. MONROE, Executive Vice President	ROGER A. GAIO, Executive Vice President
CHERYL JONES, Executive Vice President	ROBERT E. ZELLAR, Executive Vice President
CHRIS G. LIESER, Executive Vice President	MICHAEL B. SKALKA, Executive Vice President

Shareholders owning, controlling or holding, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

- (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium is as follows:
- (b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows.
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction, to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$ _____
Loan Policy	\$ _____
Endorsement Charges	\$ _____
Other	\$ _____
Total	\$ _____

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; \$____ (or 85%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$ _____ or % _____	_____	_____
\$ _____ or % _____	_____	_____

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Old Republic National Title Insurance Company 713-682-4144.

You may call Old Republic National Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-678-1700

You may also write to Old Republic National Title Insurance Company at:

**400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Old Republic National Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su Old Republic National Title Insurance Company 713-682-4144.

Usted puede llamar al numero de telefono gratis de Old Republic National Title Insurance Company's para informacion o para someter una queja al:

1-888-678-1700

Usted tambien puede escribir a Old Republic National Title Insurance Company:

**400 Second Avenue South
Minneapolis, Minnesota 55401
Attn: Claims Department**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departament de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Old Republic National Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

DELETION OF ARBITRATION PROVISION

(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

I request deletion of the Arbitration provision.

SIGNATURE

DATE

Old Republic National Title Insurance Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

APPENDIX D
U.S. Corps of Engineers Approved AJD Letter



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, FORT WORTH DISTRICT
P. O. BOX 17300
FORT WORTH, TEXAS 76102-0300

July 29, 2020

Regulatory Division

SUBJECT: Project Number SWF-2020-00187, Big Star Solar Energy

Mr. Sean Pattee
Solar Development Manager
RWE Renewables Americas, LLC
701 Brazos Street, Suite 1400
Austin, Texas 78701
Sean.pattee@rwe.com

Dear Mr. Pattee:

This letter is in regard to the information received May 6, 2020, and subsequent submittal dated July 16, 2020, concerning a proposal by RWE Solar Development LLC to construct an industrial solar facility located in Bastrop County, Texas. This project has been assigned Project Number SWF-2020-00187. Please include this number in all future correspondence concerning this project.

We have reviewed the site in question in accordance with Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. Under Section 404, the USACE regulates the discharge of dredged and fill material into waters of the United States, including wetlands. Our responsibility under Section 10 is to regulate any work in, or affecting, navigable waters of the United States.

Based on the report that you submitted, and other information available to us, waters of the United States under Section 404 do exist on the site. We concur with the delineation of waters that is made in the above referenced report. This approved jurisdictional determination (JD) is valid for a period of no more than five years from the date of this letter unless new information warrants revision of the delineation before the expiration date.

This determination does not convey any property rights, either in real estate or material or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations. This determination does not eliminate the requirements to obtain State or local permits or approvals as needed.

Department of the Army authorization would be required for the discharge of dredged or fill material into any areas identified as waters of the United States. If you anticipate a discharge, please provide us with a detailed description of the proposed project, a suitable map of the proposed project area showing the location of proposed discharges, the type and amount of material (temporary or permanent), if any, to be discharged, and plan and cross-section views of

the proposed project. Please note that it is unlawful to start work without a Department of the Army permit if one is required.

The Applicant may accept or appeal this approved JD or provide new information in accordance with the enclosed Notification of Administration Appeal Options and Process and Request for Appeal (NAAOP-RFA). If the Applicant elects to appeal this approved JD, the Applicant must complete Section II (Request for Appeal or Objections to an Initial Proffered Permit) of the enclosure and return it to the Division Engineer, ATTN: CESWD-PD-O Appeals Review Officer, U.S. Army Corps of Engineers, Suite 831, 1100 Commerce Street, Dallas, Texas 75242-1317 within 60 days of the date of this notice. Failure to notify the USACE within 60 days of the date of this notice means you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

Thank you for your interest in our nation's water resources. If you have any questions concerning our regulatory program please refer to our website at <http://www.swf.usace.army.mil/Missions/Regulatory> or telephone (817) 886-1740 and refer to your assigned project number.

Thank you for your interest in our nation's water resources. If you have any questions concerning our regulatory program, please refer to our website at <http://www.swf.usace.army.mil/Missions/Regulatory> or contact Ms. Katie Roeder at the address above, by telephone (817) 886-1740, or by email Katie.O.Roeder@usace.army.mil.

Please help the regulatory program improve its service by completing the survey on the following website: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

Sincerely,

(for) Brandon W. Mobley
Chief, Regulatory Division

Enclosure

Copy Furnished:

Mr. Steve Yarbrough
Certified Ecologist/PWS
350 Indiana Street, Suite 500
Golden, Colorado 80401
steve.Yarbrough@tetrattech.com

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Sean Pattee		File Number: SWF-2020-00187	Date: 7/29/2020
Attached is:		See Section below	
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
x	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Katie Roeder

Regulatory Specialist, Evaluation Branch Regulatory Division U.S.

Army Corps of Engineers Ft. Worth District

819 Taylor Street

Fort Worth, Texas 76102-00300

Phone: 817-886-1740

If you only have questions regarding the appeal process you may also contact:

Mr. Elliott Carman

Administrative Appeals Review Officer (CESWD-PD-O)

U.S. Army Corps of Engineers

1100 Commerce Street, Suite 831

Dallas, Texas 75242-1317

469-487-7061

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

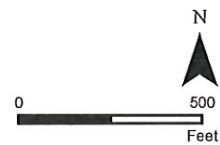
Feature ID	Date Delineated	Total Delineated Acreage of Feature within the Project Boundary	Latitude	Longitude	Attachment 7 Photo ID #	Likely Jurisdictional Status¹
BS-WET-01	3/30/2020	0.22	29.91729927	-97.27549744	1	Jurisdictional
BS-WET-02	3/30/2020	0.15	29.91659927	-97.27539825	2	Jurisdictional
BS-WET-03	3/30/2020	1.16	29.92200089	-97.28479767	3	Non-Jurisdictional
BS-WET-04	3/30/2020	0.06	29.90539932	-97.26119995	4	Non-Jurisdictional
BS-WET-05	6/16/2020	0.02	29.90710068	-97.27739716	13	Non-Jurisdictional
TOTAL		1.61				

Feature ID	Date Delineated	Total Delineated Length (miles Within the Project Boundary)	Flow Regime	Latitude	Longitude	Attachment 7 Photo ID #	Likely Jurisdictional Status¹
BS-ST-01	3/30/2020	4412.7	Intermittent	29.91550064	29.91550064	5	Jurisdictional
BS-ST-02	3/30/2020	301.5	Ephemeral	29.91460037	29.91460037		Non-Jurisdictional
BS-ST-03	3/30/2020	26.7	Ephemeral	29.91379929	29.91379929		Non-Jurisdictional
BS-ST-04	3/30/2020	2234.6	Intermittent	29.91679955	29.91679955		Jurisdictional
BS-ST-05	3/30/2020	321.8	Ephemeral	29.91710091	29.91710091		Non-Jurisdictional
BS-ST-06	3/30/2020	1374.9	Intermittent	29.9185009	29.9185009		Jurisdictional
BS-ST-07	3/30/2020	838.2	Intermittent	29.91690063	29.91690063		Jurisdictional
BS-ST-08	3/31/2020	1130.8	Intermittent	29.92200089	29.92200089		Non-Jurisdictional
BS-ST-09	3/31/2020	339.2	Intermittent	29.92259979	29.92259979		Non-Jurisdictional
BS-ST-10	3/31/2020	350.2	Intermittent	29.92329979	29.92329979		Non-Jurisdictional
BS-ST-11	3/31/2020	902.3	Intermittent	29.92239952	29.92239952		Jurisdictional
BS-ST-12	3/31/2020	958.3	Intermittent	29.91679955	29.91679955		Non-Jurisdictional
BS-ST-13	3/31/2020	354.1	Ephemeral	29.91670036	29.91670036		Non-Jurisdictional
BS-ST-14	3/ /2020	1271.5	Intermittent	29.91300011	29.91300011		Non-Jurisdictional
BS-ST-15	3/ /2020	877.7	Intermittent	29.91799927	29.91799927		Jurisdictional
BS-ST-16	3/ /2020	525.3	Intermittent	29.91500092	29.91500092		Non-Jurisdictional
BS-ST-17	4/1/2020	965.8	Ephemeral	29.90439987	29.90439987		Non-Jurisdictional
BS-ST-18	4/ /2020	865.7	Intermittent	29.90550041	29.90550041	6	Non-Jurisdictional
BS-ST-19	4/ /2020	739.9	Intermittent	29.90329933	29.90329933		Jurisdictional
BS-ST-20	4/ /2020	3739.0	Intermittent	29.90139961	29.90139961	7	Jurisdictional
BS-ST-21	4/ /2020	4420.5	Perennial	29.90200043	29.90200043	8	Jurisdictional
BS-ST-22	4/ /2020	820.5	Intermittent	29.89760017	29.89760017	9	Non-Jurisdictional
BS-ST-23	4/ /2020	684.4	Intermittent	29.89889908	29.89889908		Non-Jurisdictional
BS-ST-24	4/ /2020	1841.5	Intermittent	29.90060043	29.90060043		Non-Jurisdictional
BS-ST-25	6/16/2020	495.91	Intermittent	29.90509987	-97.2779007		Non-Jurisdictional
BS-ST-26	6/16/2020	216.57	Intermittent	29.90159988	-97.27400208	14	Non-Jurisdictional
TOTAL		31,009.58					

Feature ID	Date Delineated	Total Delineated Acreage of Feature within the Project Boundary	Latitude	Longitude	Attachment Photo ID #	Likely Jurisdictional Status ¹
BS-PD-01	3/31/2020	0.84	29.91710091	-97.27510071	10	Jurisdictional
BS-PD-02	3/31/2020	0.59	29.9239006	-97.28620148	11	Non-Jurisdictional
BS-PD-03	3/31/2020	0.67	29.92270088	-97.27429962		Non-Jurisdictional
BS-PD-04	3/31/2020	0.08	29.9178009	-97.28900146		Non-Jurisdictional
BS-PD-05	3/31/2020	0.87	29.91580009	-97.2661972		Non-Jurisdictional
BS-PD-06	3/31/2020	0.21	29.9144001	-97.2677002		Non-Jurisdictional
BS-PD-07	3/31/2020	1.21	29.91010094	-97.26339722	12	Non-Jurisdictional
BS-PD-08	4/1/2020	0.94	29.90460014	-97.26390076		Non-Jurisdictional
BS-PD-09	4/1/2020	1.56	29.90509987	-97.26260376		Non-Jurisdictional
BS-PD-10	4/1/2020	2.33	29.90519905	-97.25740051		Non-Jurisdictional
BS-PD-11	4/1/2020	0.22	29.90200043	-97.25900269		Non-Jurisdictional
BS-PD-12	4/1/2020	1.43	29.89599991	-97.271698		Non-Jurisdictional
BS-PD-13	4/1/2020	0.40	29.89859962	-97.27020264		Non-Jurisdictional
BS-PD-14	4/1/2020	0.58	29.89570045	-97.26670074		Non-Jurisdictional
BS-PD-15	6/16/2020	0.43	29.90670013	-97.27749634	15	Non-Jurisdictional
BS-PD-16	6/16/2020	0.42	29.90609932	-97.27760315		Non-Jurisdictional
BS-PD-17	6/16/2020	0.76	29.90600014	-97.27619934		Non-Jurisdictional
BS-PD-18	6/16/2020	0.30	29.90130043	-97.27330017		Non-Jurisdictional
BS-PD-19	6/16/2020	0.24	29.8987999	-97.27339935		Non-Jurisdictional
BS-PD-20	6/16/2020	0.21	29.8987999	-97.27559662	16	Non-Jurisdictional
TOTAL		14.29				



- Field Delineated Features**
- Project Area
 - Upland Pit
 - Wetland Pit
 - Stream
 - Pond
 - Wetland



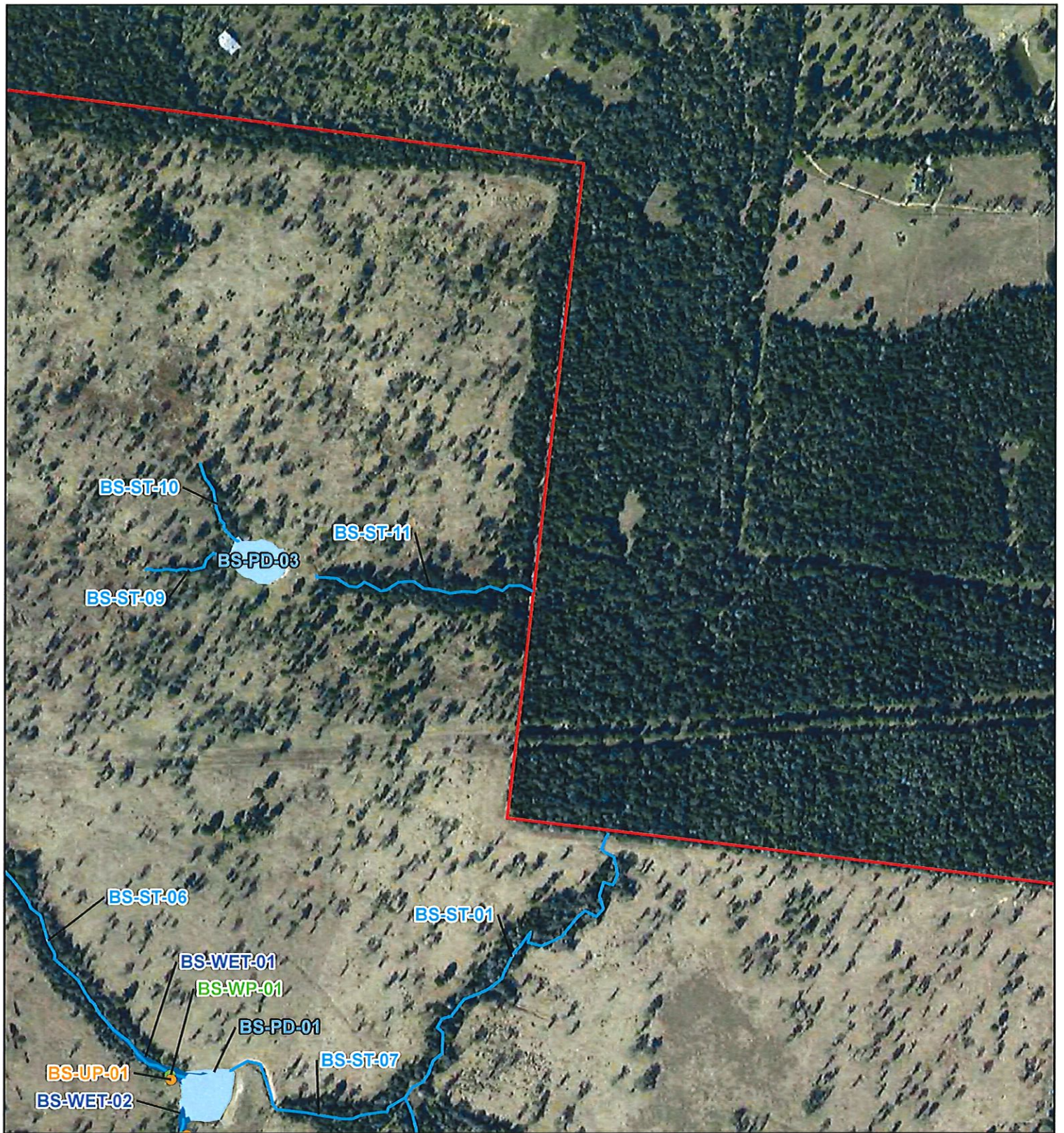
Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

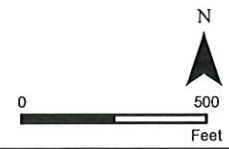
Big Star Solar Project
Bastrop County, TX



- Project Area
- Field Delineated Features**
- Upland Pit
- Wetland Pit
- Stream
- Pond
- Wetland

Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX



- Field Delineated Features**
- Project Area
 - Upland Pit
 - Wetland Pit
 - Stream
 - Pond
 - Wetland



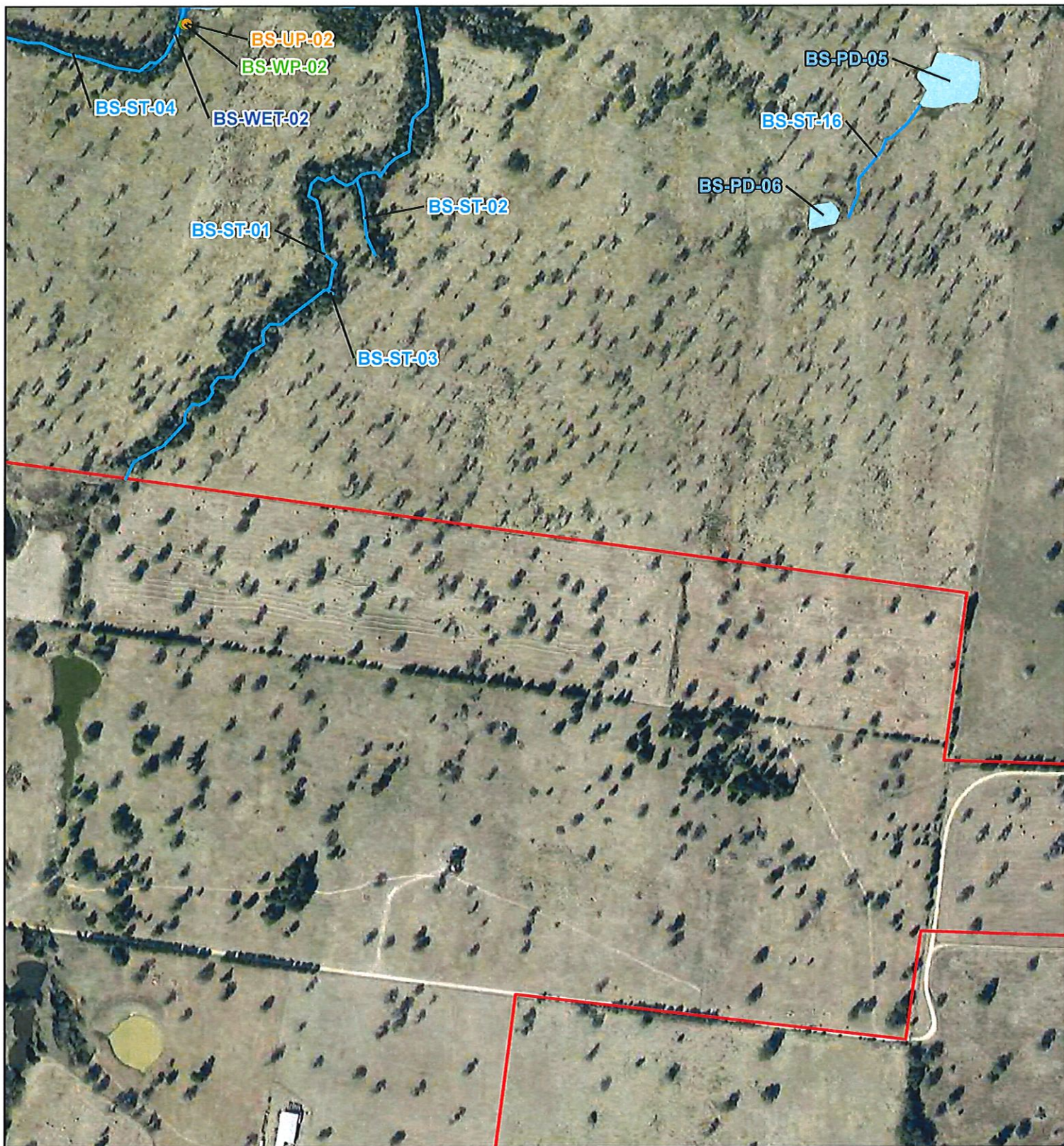
Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX



- Field Delineated Features**
- Project Area
 - Upland Pit
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 - Stream
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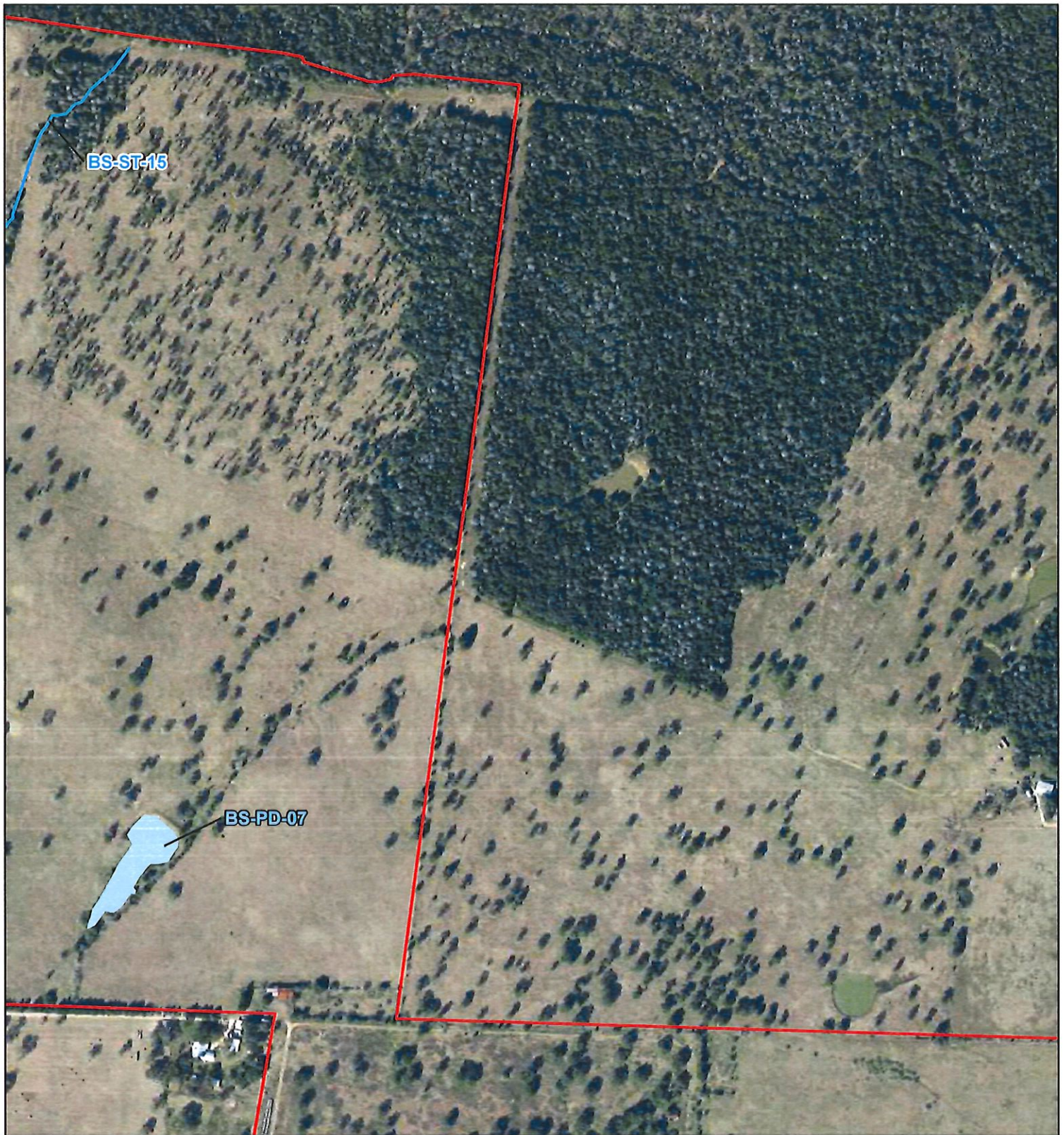
Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX



- Project Area
- Field Delineated Features**
- Upland Pit
- Wetland Pit
- Stream
- Pond
- Wetland

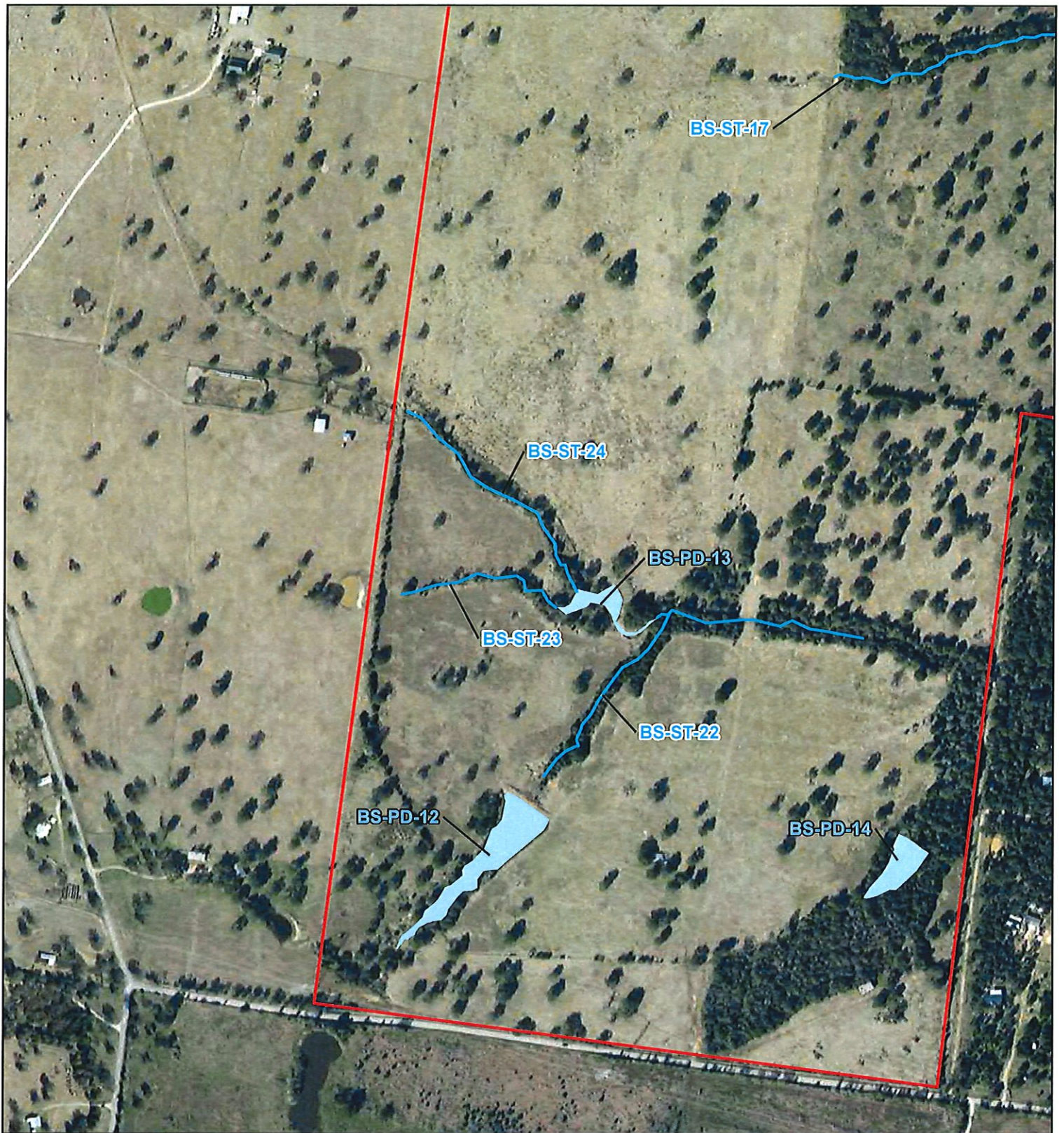
Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX



- Project Area
- Field Delineated Features**
- Upland Pit
- Wetland Pit
- Stream
- Pond
- Wetland



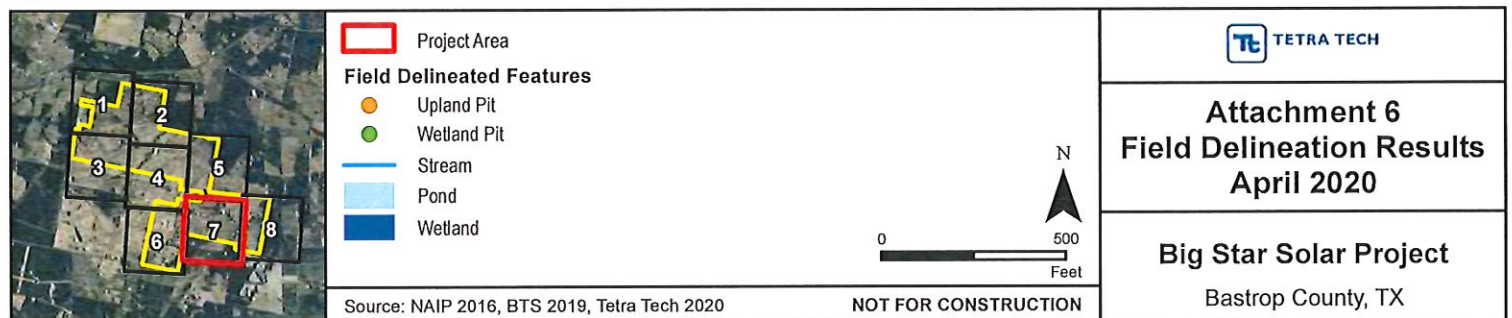
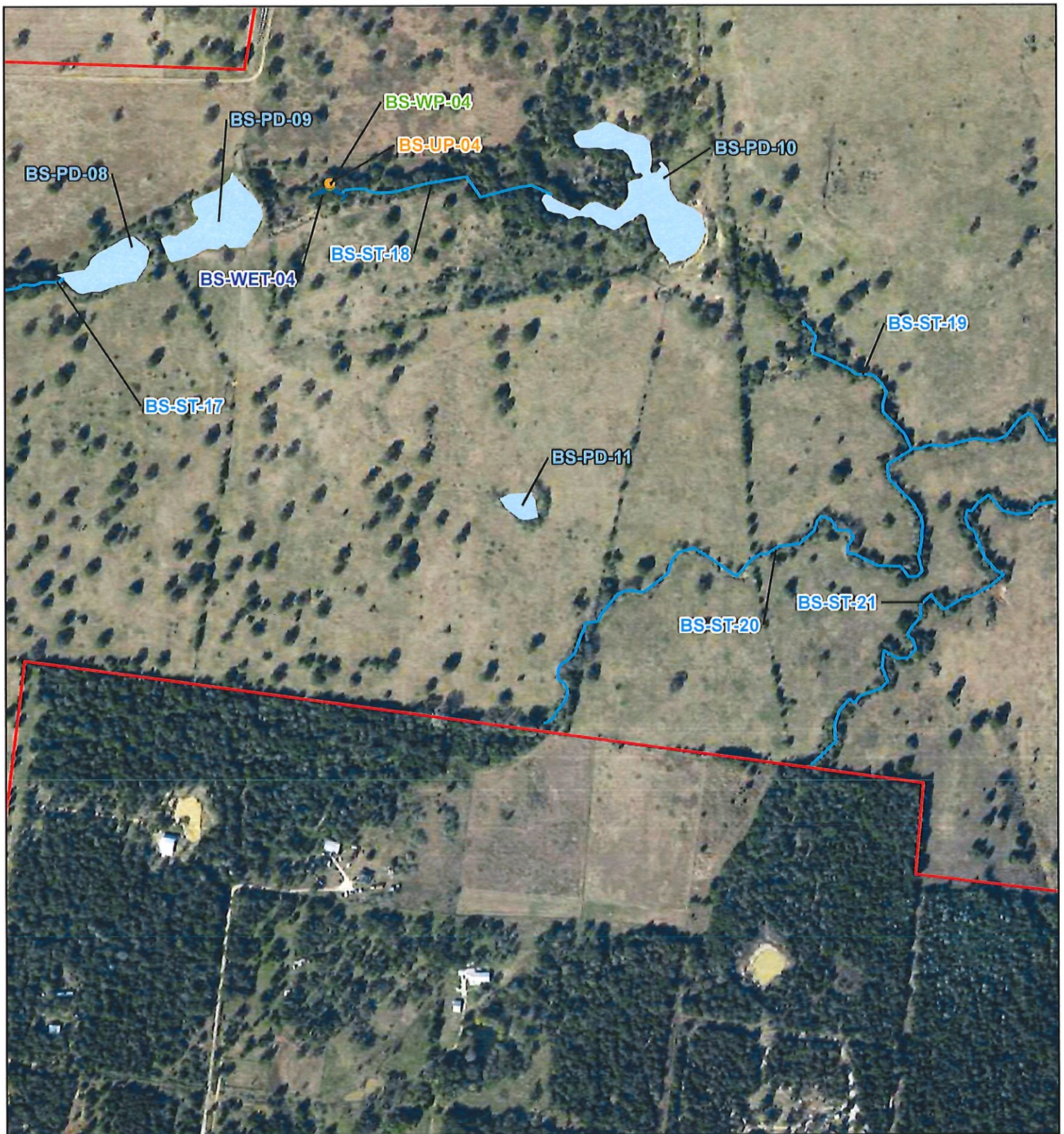
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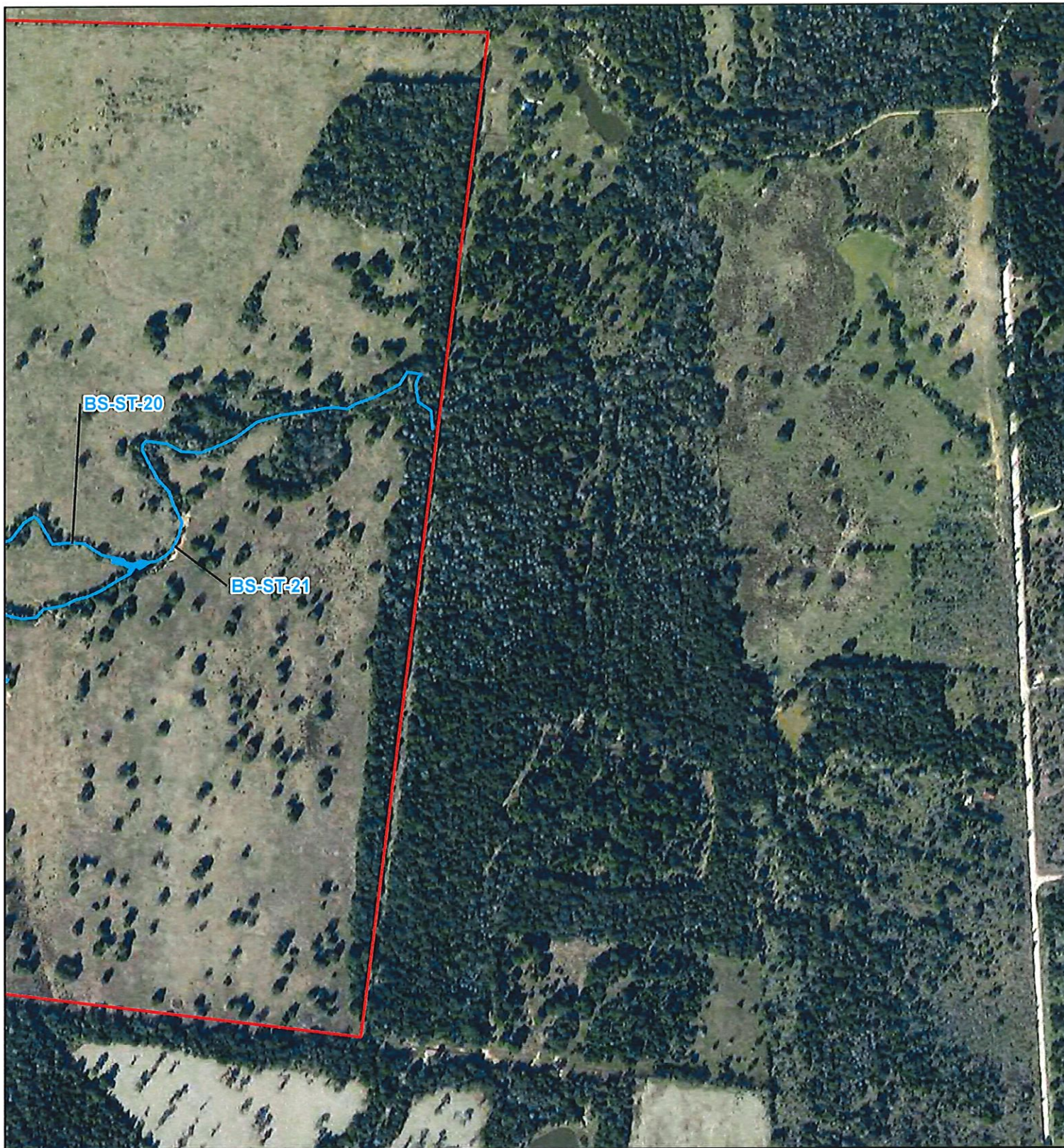
NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX





- Field Delineated Features**
- Project Area
 - Upland Pit
 - Wetland Pit
 - Stream
 - Pond
 - Wetland



Source: NAIP 2016, BTS 2019, Tetra Tech 2020

NOT FOR CONSTRUCTION



Attachment 6 Field Delineation Results April 2020

Big Star Solar Project
Bastrop County, TX

APPENDIX E

Floodplain/Floodway and Drainage Report

PRELIMINARY
FLOODPLAIN/FLOODWAY and DRAINAGE REPORT
FOR THE
BIG STAR SOLAR PROJECT
BASTROP COUNTY, TX

Prepared for:

Tetra Tech, Inc.
32 Rainbow Valley Road
Placitas, NM 87043

And

RWE Solar Development, LLC
701 Brazos Street, Ste 1400
Austin, TX 78701

September 2020

Prepared by:



40 E. Helen Street
Tucson, Arizona 85705
www.jefuller.com

520-623-3112 (voice)
520-623-3130 (fax)

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INTRODUCTION AND PURPOSE	1
FLOODPLAINS AND FLOODWAYS	2
PROJECT SITE PLAN.....	2

FIGURES

Figure 1 – Project Location Map

Figure 2 – Big Star Solar Project – Floodplain and Floodway Map

Figure 3 – Big Star Solar Project – Site Plan

Figure 4 - Big Star Solar - Site Plan Showing FIS BLE Sections Added at Proposed Roadway Crossings

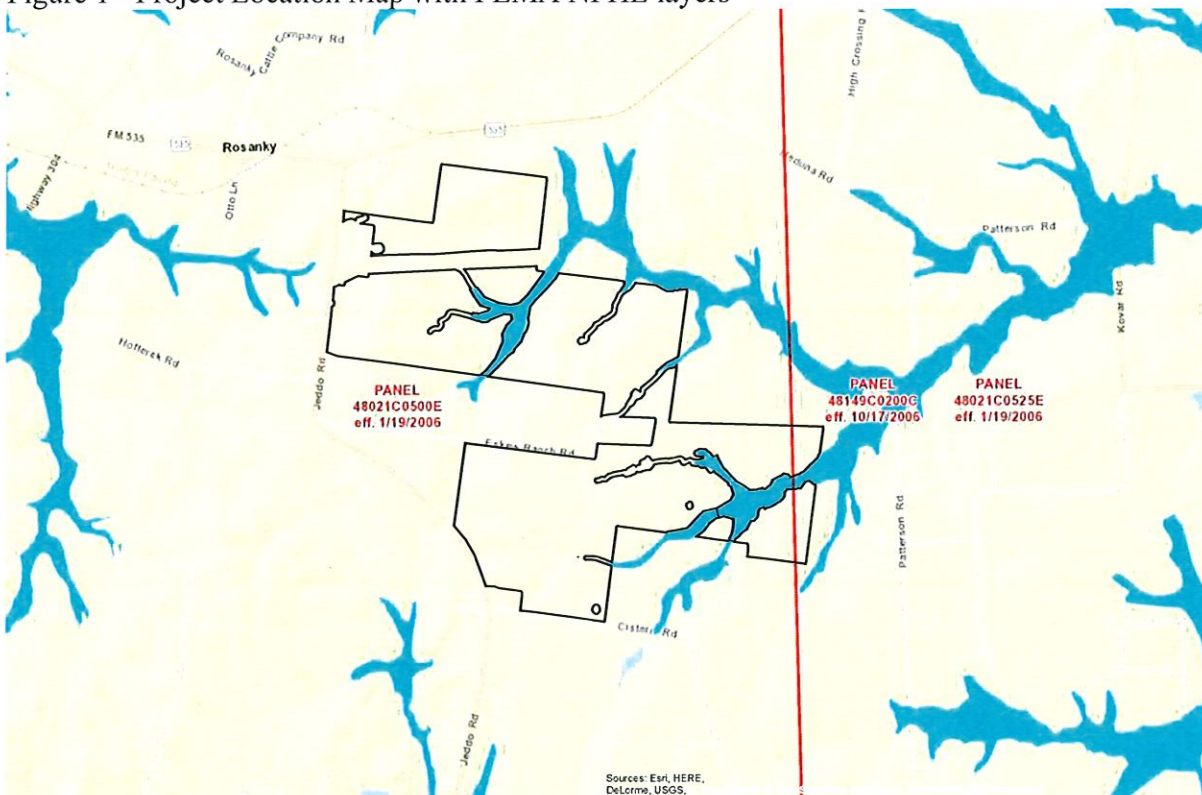
Appendix A – HEC-RAS Input/Output Files (digital attachment)

INTRODUCTION AND PURPOSE

RWE Renewables Americas, LLC (RWE) is currently planning to develop a solar energy facility, the Big Star Solar Project (Project) in Bastrop County, Texas. The proposed Project will be situated on approximately 1,721 acres of privately owned land (Project area) located approximately 0.5 miles southeast of Rosanky, Texas (Figure 1). The solar panel layout and the locations of associated Project facilities such as access roads, electric collector lines, operations and maintenance facilities, and laydown areas were not identified and/or finalized at the time this report was prepared.

This Preliminary Floodplain/Floodway and Drainage Report was prepared to document a floodplain and drainage evaluation for the Project as required by the Bastrop County Development Permit. The evaluation is intended to address both the "Floodplain/Floodway" and "Drainage Plan" portions of the Bastrop County Commercial Development Application Checklist.

Figure 1 - Project Location Map with FEMA NFHL layers



FLOODPLAINS AND FLOODWAYS

The project is located at the headwaters of Hickory Creek and Bartons Creek as defined by the Federal Emergency Management Agency (FEMA) Base Level Engineering (BLE) study for this area (see Figure 2). As shown on Figure 2, the project site is traversed by the upstream most extents of the Zone A delineations along Hickory and Bartons Creeks. Within the Project site, these upstream most tributaries are referred to as Alum 303, 305, 312, 314 and 320. There are no mapped floodways affecting the Project site.

PROJECT SITE PLAN

Figure 3 shows the site plan for the Project with the proposed solar array layout and the location of four proposed roadway stream crossings, three of which cross existing FEMA Zone A delineations. There are no proposed solar array, other utilities, or facilities proposed for location within the Zone A areas. The Project has been deliberately laid out to minimize impacts to and from the streams.

The proposed solar arrays will be similar to the recently constructed Webberville Solar arrays shown in the picture below. Paving of the site is not proposed, therefore, no permanent stormwater detention is needed.



The proposed stream crossings are planned to be at-grade (ford) type crossings with a minimum of fill (if any) across the floodplain. As a conservative measure the FEMA BLE HEC-RAS models for the affected streams (Alum 312, Alum 303, and Bartons Creek) were modified to include a cross-section on each side of the proposed stream crossing. Figure 4 shows the three locations where cross-sections were added to the model for this purpose. The resulting models

were treated as the existing conditions model for each crossing. Those models were then modified to reflect a maximum of one foot depth of fill associated with the proposed at-grade crossing. The results of that analysis are summarized in Table 1. Appendix A provides the associated HEC-RAS models as a digital attachment.

Table 1 - Summary of Results of HEC-RAS Models for Proposed At-Grade Crossings
(assuming max 1' fill at bottom of each crossing)

ALUM 312						ALUM 303				
Profile	River Sta	Plan	Q Total	W.S. Elev	W.S. Elev	River Sta	Plan	Q Total	W.S. Elev	W.S. Elev
			(cfs)	(ft)	Change (ft)			(cfs)	(ft)	Change (ft)
100-year	6314	AtGradeX	1624	504.08	0	3118	AtGradeX	1821	468.11	0.1
100-year	6314	Existing	1624	504.08		3118	Existing	1821	468.01	
100-year	5815	AtGradeX	1624	500.59	0.08	2667	AtGradeX	1821	465.73	0.01
100-year	5815	Existing	1624	500.51		2667	Existing	1821	465.72	
100-year	5769	AtGradeX	1624	500.48	0.04	2627	AtGradeX	1821	465.63	0.01
100-year	5769	Existing	1624	500.44		2627	Existing	1821	465.62	
100-year	5353	AtGradeX	1624	499.69	0	2384	AtGradeX	1821	464.64	0
100-year	5353	Existing	1624	499.69		2384	Existing	1821	464.64	
BARTONS CREEK										
Profile	River Sta	Plan	Q Total	W.S. Elev	W.S. Elev					
			(cfs)	(ft)	Change (ft)					
100-year	109450	AtGradeX	1544	464.76	0.08					
100-year	109450	Existing	1544	464.68						
100-year	109113	AtGradeX	1544	463.5	0.01					
100-year	109113	Existing	1544	463.49						
100-year	109073	AtGradeX	1544	463.48	0					
100-year	109073	Existing	1544	463.48						
100-year	109016	AtGradeX	1544	463.41	0					
100-year	109016	Existing	1544	463.41						

No proposed storm water lines or surface drainage structures are proposed (other than the above described at-grade roadway crossings). There are no existing drainage structures on the Project site, therefore there are no existing structures to be retained. In addition, the location of the Project site is such that no stormwater placement onto County or State right-of-way will occur.

Figure 2 - Big Star Solar - FEMA Subbasins & Streams

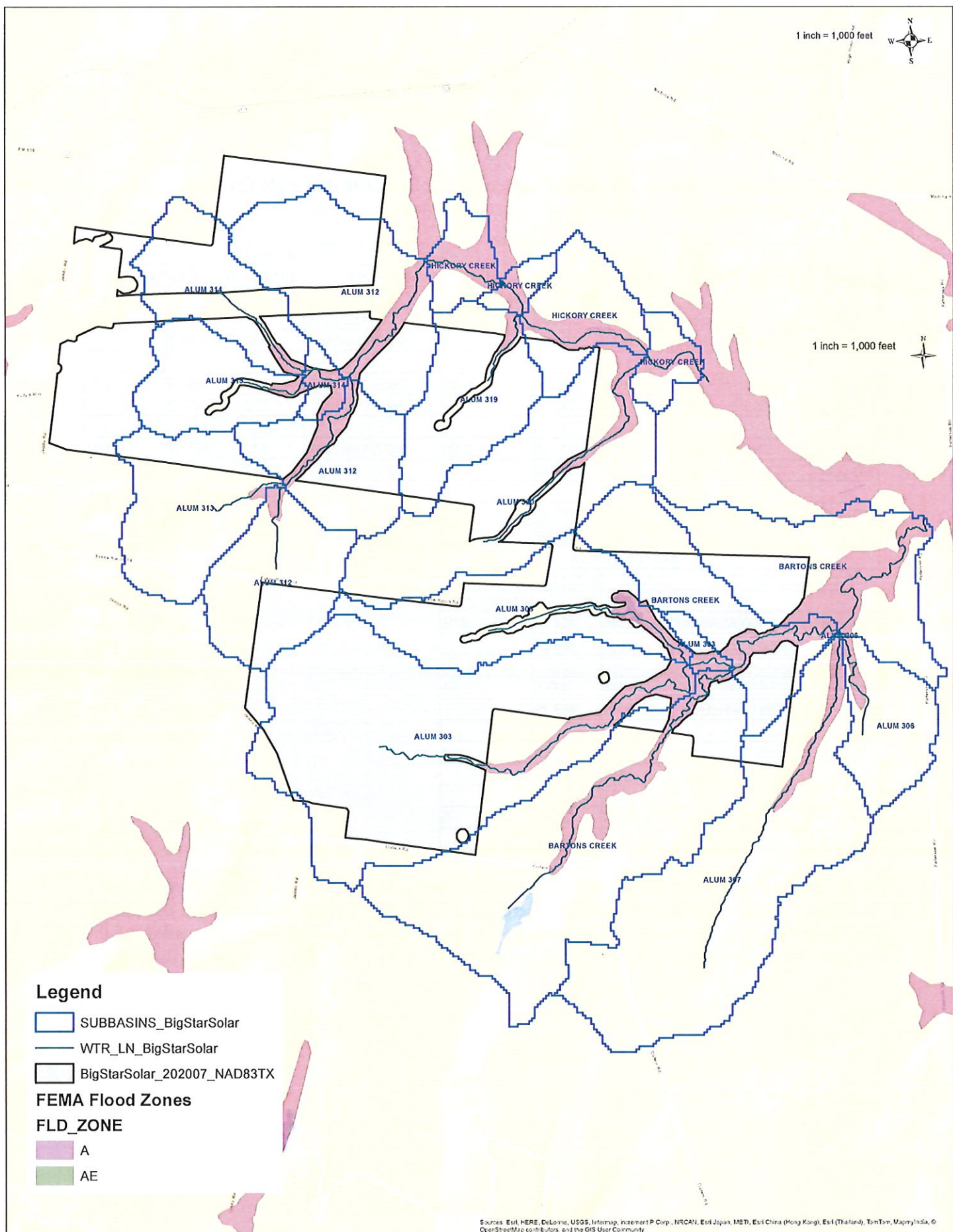


Figure 3 - Big Star Solar - Site Plan

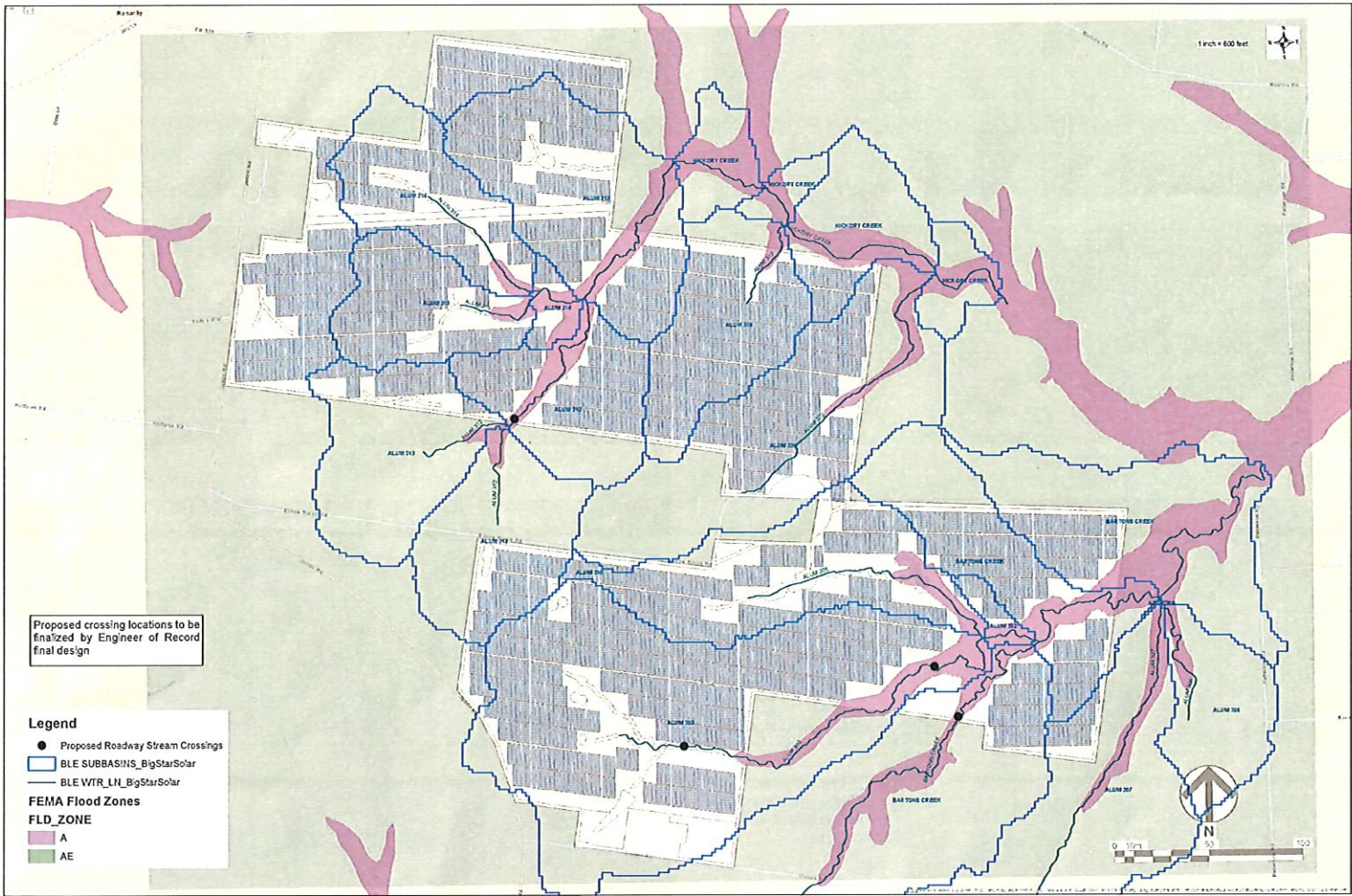
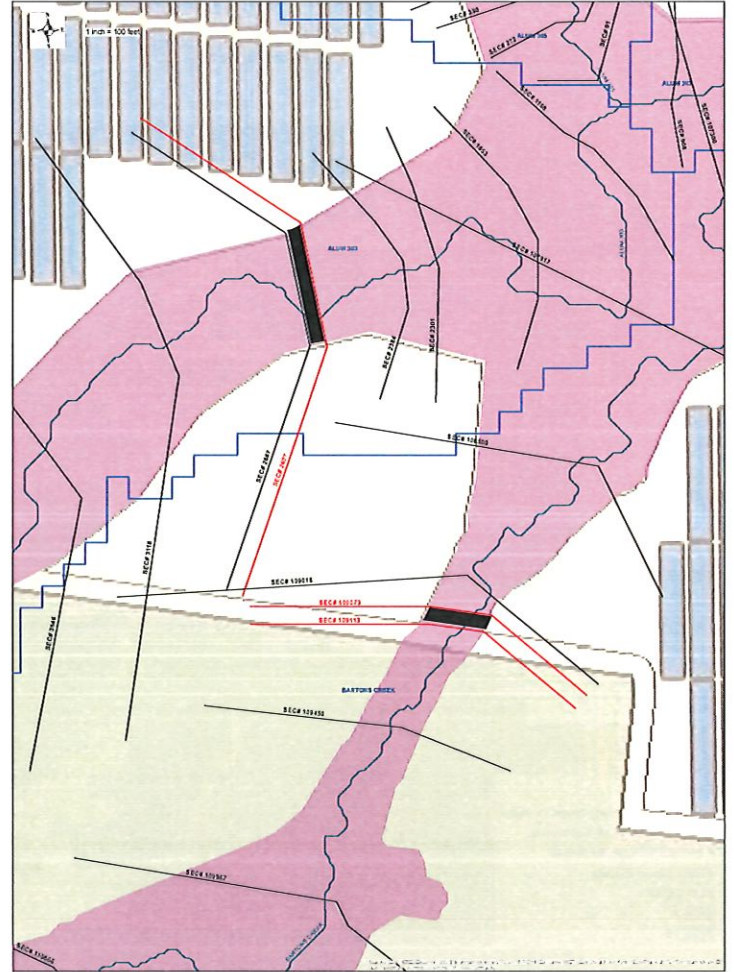
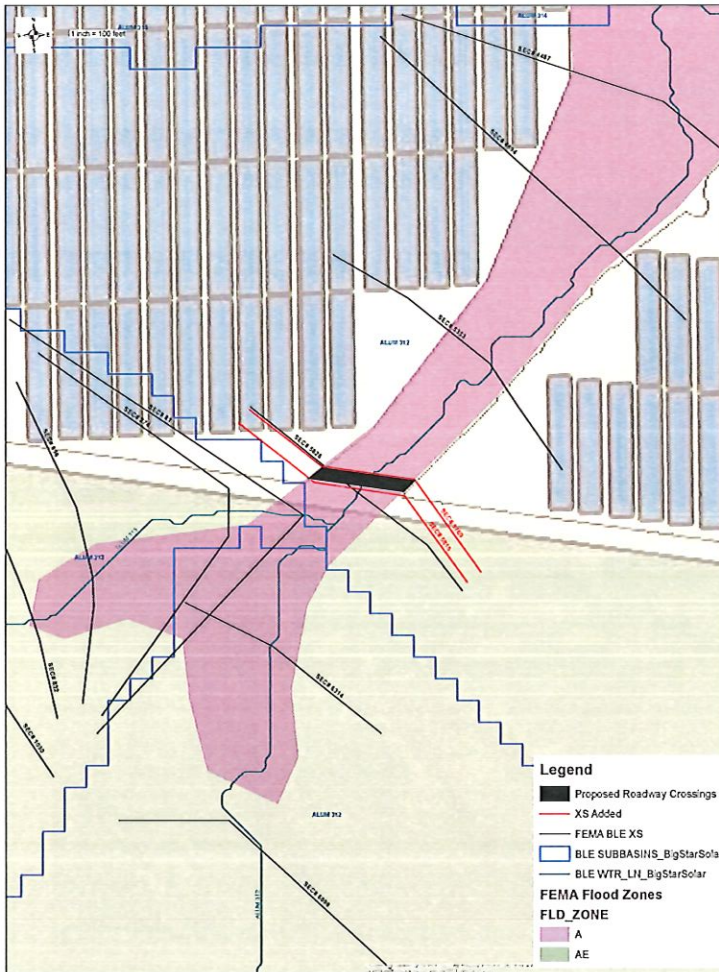


Figure 4 - Big Star Solar - Site Plan Showing FIS BLE Sections Added at Proposed Roadway Crossings



APPENDIX A

HEC-RAS Input/Output Files (Digital Attachment)



BASTROP COUNTY SANITATION SERVICES

211 Jackson Street
BASTROP, TX 78602

Receipt Number: 2020-8107

12/11/2020 04:15 PM DS

Descriptions:

- | | | |
|----|-------------|------------------------------|
| 1. | \$14,000.00 | 302 - Development Commercial |
| 2. | | |
| 3. | | |
| 4. | | |

Received From:

RWE RENEWABLES AMERICAS LLC
353 N CLARK ST 30TH FLOOR, CHICAGO 60654

Amount Received:

\$14,000.00

Payment Information:

Check 0000002145

Permit

20-1584

SOLAR DEVELOPMENT LLC

Signature / Initials: _____

DS 12/11/2020 04:15 PM

