

EXHIBIT "A"
FORM OF BILL OF SALE

BILL OF SALE

This Bill of Sale is made entered into as of _____, 202__, by Texas Municipal Power Agency, a Texas municipal corporation ("Seller"), and Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

BACKGROUND

A. Seller and Purchaser entered into that certain Asset Purchase Agreement dated _____, 2020 (the "Agreement"), whereby Seller and Purchaser agreed to the sale of the Purchased Assets.

B. In connection with and as a requirement of the Agreement, Seller and Purchaser enter into this Bill of Sale for the conveyance of the non-real property Purchased Assets shown on Exhibit A-1 to this Bill of Sale.

TRANSFER OF ASSETS

For the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are acknowledged by Purchaser and Seller, Seller grants, sells, conveys, delivers and otherwise transfers to Purchaser all of Seller's right, title and interest in and to the Purchased Assets set forth on Exhibit A-1 attached to and incorporated by reference into this Bill of Sale, to have and to hold forever.

Seller represents and warrants to Purchaser: (a) that the Purchased Assets are free and clear of all Liens except for Existing Encumbrances; (b) that Seller has good title to the Purchased Assets; (c) that Seller has the lawful right and authority to sell and otherwise transfer all of Seller's right, title and interest in and to the Purchased Assets to Purchaser; (d) that Seller will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of all persons or entities claiming by, under or through Seller but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT:

(A) THE TRANSFER AND CONVEYANCE BY SELLER AND ACCEPTANCE BY PURCHASER OF THE PURCHASED ASSETS, IS ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS AND DEFECTS" BASIS, AND IS MADE SUBJECT TO ALL ASSUMED LIABILITIES INCLUDING ENVIRONMENTAL LIABILITIES UNDER THE AGREEMENT;

(B) PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PURCHASED ASSETS TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PURCHASED ASSETS ON THE FOREGOING BASIS; AND

(C) PURCHASER IS RELYING SOLELY UPON ITS INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PURCHASED ASSETS IN PURCHASING THE PURCHASED ASSETS ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS AND DEFECTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

This Bill of Sale may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Any signature to this Bill of Sale transmitted by facsimile or in PDF format via electronic mail will be deemed the equivalent of delivery of an original signature.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Bob Kahn, its General Manager

GIBBONS CREEK ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A-1

[NOTE: Synchronize with schedules attached to the Asset Purchase Agreement]

EXHIBIT "B"
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of _____, 202__, is entered into by and between Texas Municipal Power Agency, a Texas municipal corporation ("Seller") and Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement dated as of _____, 2020 (the "Purchase Agreement"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Seller to Purchaser of the Purchased Assets; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Seller and Purchaser have agreed to enter into this Agreement, providing for (a) the assignment from Seller to Purchaser of all of Seller's right, title and interest in, under and to certain contracts and agreements from and after the Closing, on and subject to the terms of the Purchase Agreement, and (b) the acceptance by Purchaser of such assignment by Purchaser of all obligations to be performed by Seller under such contracts.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. In accordance with and subject to the terms of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in, under and to the agreements set forth on Exhibit B-1 attached hereto and incorporated herein by reference.

2. Acceptance and Assumption. In accordance with and subject to the terms of the Purchase Agreement, Purchaser hereby (a) purchases and accepts the assignment, transfer, conveyance and delivery, to the extent that necessary consents to assignment have been obtained, of all of Seller's right, title and interests in, under and to the agreements set forth on Exhibit B-1 attached hereto and (b) assumes, undertakes and agrees, subject to valid claims and defenses, to pay, satisfy, perform or discharge the Assumed Liabilities in accordance with the terms of the Purchase Agreement, including all obligations and liabilities of any kind arising out of, or required to be performed under the agreements set forth on Exhibit B-1 hereto.

3. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the representations, warranties, covenants or agreements set forth in the Purchase Agreement. For the avoidance of doubt, Purchaser is not assuming any of the Excluded Liabilities. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (and delivered by facsimile or “pdf” email transmission), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

6. Governing Law. This Agreement, the rights and obligations of the parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws provisions that would require the application of the Law of any other jurisdiction.

Executed this ____ day of _____, 202__.

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Bob Kahn, its General Manager

GIBBONS CREEK ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT C-1 – FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRIMES §

THAT Texas Municipal Power Agency, a Texas municipal corporation ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to the terms, conditions, reservations, and exceptions described herein, all of Grantor's interest into, in, and upon the real property in Grimes County, Texas, described in Exhibit C-1 attached hereto, together with (i) all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, and any adjacent strips and gores, rights-of-way, privileges, easements, interests and appurtenances thereto, rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, in front of, abutting, adjoining or benefiting the land and improvements and (ii) any buildings, improvements, and fixtures situated thereon (such land and interests are hereinafter collectively referred to as the "**Property**").

The grant, sale, and conveyance of the Property is subject to the following reservations and exceptions:

- (a) All oil, gas, and other minerals owned by Grantor are reserved to Grantor.
- (b) A blanket access easement is reserved to Grantor, assignable in whole or in part, over the Property for ingress to and egress from the transmission facilities and transmission easements reserved herein, the Gibbons Creek Substation/Switchyard, and the Bryan transmission line and facilities, and for ingress to and egress from the Gibbons Creek Lignite Mine. *[Need to define with more specificity the real property benefiting from this blanket easement.]*

The blanket easements reserved in this Special Warranty Deed are subject to the following terms and conditions:

1. Persons entering the Property under the blanket easement (the “**Blanket Easement Activities**”) shall ingress and egress the Property utilizing existing roads to the extent practicable.
 2. The Blanket Easement Activities shall be conducted in compliance with all applicable laws and regulations.
 3. With respect to damages to Grantee's Property occurring as a result of the Blanket Easement Activities, Grantor agrees to repair or pay for such damage, or cause its contractor or other person responsible for such damage to repair or pay for such damage, within ninety (90) days, provided the damage was caused by the Grantor or its contractor or other person having access under the blanket easement in performing the Blanket Easement Activities.
 4. Persons entering the Property to conduct Blanket Easement Activities shall refrain from depositing debris and waste materials or storing equipment on Grantee’s Property.
 5. Persons conducting Blanket Easement Activities on the Property shall have and follow safety programs that are standard in the transmission service and mine reclamation industries.
- (c) All matters of record in the office of the County Clerk of Grimes County, Texas, including all previous transmission and/or other Right of Way easements executed and filed for public record in Grimes County of the State of Texas are excepted from the conveyance and special warranty of title.
- (d) All previously executed and filed for record in Grimes County of the State of Texas oil and gas, coal or any other form of mineral leases that are still in force and effect by its own terms are excepted from the conveyance and warranty of title.
- (e) All unit designations, drilling agreements, location agreements, surface use agreements and/or damage releases that have been executed and either filed for Public record in Grimes County of the State of Texas, *or in the possession of the Grantor herein and which are delivered to Grantee herein prior to execution and acceptance of this document* are excepted from the conveyance and warranty of title. ***[NOTE: These should be filed of record prior to the conveyance.]***
- (f) To the extent the State of Texas may have rights respecting the items under Section 191.093, Texas Natural Resources Code, there is excepted from the conveyance and warranty of title all sites, objects, artifacts, and other items described in Section 191.092, Natural Resources Code, to the extent, if any, such items may be located in, on, or under the Property.
- (g) The transmission easements described in Exhibits “T-1” through “T-6,” which are attached hereto and incorporated herein by reference for all purposes, and the transmission lines and facilities within those easements, are reserved. To the extent not governed by the terms of the easement rights described in the next sentence, the terms and conditions of each

reserved transmission easement are more particularly described in Exhibit C-7, which is attached hereto and incorporated herein by reference for all purposes. To the extent that easements conveyed to Grantee herein, including water pipeline, gas pipeline, and flood easements, include rights with respect to transmission facilities, such transmission rights are reserved to Grantor. Without limiting the foregoing, the transmission towers to which the 25 kV distribution line is attached are reserved to Grantor. For purposes of this paragraph, the 25 kV distribution line is not a “transmission line” or “transmission facility” and is conveyed to Grantee.

- (h) The transmission lines and facilities owned by the City of Bryan and associated transmission line easement are excepted from the conveyance and warranty of title.
- (i) Any discrepancies, conflicts, overlaps, or shortages in area or boundary lines or other matters which a correct survey would show.

[NOTE: Only include the following exceptions in the deeds conveying the Parcels encumbered by such items.]

- (j) The Gibbons Creek Substation/Switchyard, more particularly described in Exhibit C-6, which is attached hereto and incorporated herein by reference for all purposes, is reserved in fee.
- (k) The archeological exhibit in the Administration Building is reserved to Grantor. ***[NOTE: Is this a real property interest or should this be reserved elsewhere and removed prior to Closing?]***
- (l) The microwave tower owned by CenterPoint and all rights granted to CenterPoint or its predecessors relating to the microwave tower, whether by implication, oral or written agreement or otherwise are excepted from the conveyance and warranty of title. ***[NOTE: Where is this tower located?]***
- (m) In the Hog Creek Substation, the 138kV motor operated switch off the 138 kV Bryan-East Line (138 kV Motor Operated Load Break Switch 1200 A 138 kV GCHC -8019 at Hog Creek) is reserved to Grantor.

Assumption and Covenant. Capitalized terms used in this Special Warranty Deed , but not otherwise defined herein, shall have the meanings ascribed thereto in that certain Asset Purchase Agreement dated as of _____, 2020 (the “**Purchase Agreement**”), by and between Grantor and Grantee. As a condition of acceptance of this conveyance of the Property, Grantee and its successors or assigns shall be liable for, and expressly fully assumes, any and all of Grantee’s obligations under the Purchaser Agreement and this Special Warranty Deed to the extent affecting the Property, including without limitation the assumption of all Environmental Liabilities and Environmental Compliance, as well as, without limitation, any remediation, investigation, management, mitigation, closure, maintenance, reporting, removal, disposal of, and any other actions with respect to, any Hazardous Substances at, on, in, under, or emanating from the Property. Without limiting the foregoing, Grantee and its successors or assigns shall be (i) liable for any costs and expenses in connection with developing, redeveloping, repurposing or otherwise operating the Property, notwithstanding that such costs and expenses may arise from the presence

or suspected presence of Hazardous Substances at, on, in or under or emanating from the Property, any Environmental Liability or any Environmental Compliance and (ii) obligated to deliver to Grantee any assumption agreement, Performance Bond, Environmental Insurance Policy, or other financial assurances required by the Purchase Agreement. Grantee covenants to comply with all Environmental Laws.

Release. Grantee and anyone claiming by, through or under Grantee, hereby FULLY AND IRREVOCABLY RELEASE AND DISCHARGE Grantor and each Seller Indemnatee (as defined in the Purchase Agreement, and together with Grantor, collectively the “**Grantor Release Party**”) from, and waive any and all claims that it may now have or hereafter acquire against any Grantor Release Party for, any Losses, cost, response costs, Liabilities, damage, expense, problem, condition, demand, Order, notice, action or cause of action as set out in the Purchase Agreement, foreseen or unforeseen, known or unknown, whether arising or accruing before, on or after the date of this Special Warranty Deed and whether attributable to events or circumstances which have occurred prior to date of this Special Warranty Deed or may occur hereafter, including without limitation those arising from or related to: (i) any structural, engineering or Environmental Condition at the Real Property, including without limitation, the presence, suspected presence, absence, Release, threat of Release, discovery, location or scope of any Hazardous Substances at, on, in, under, or emanating from the Real Property (whether patent, latent or otherwise) or (ii) **Environmental Laws, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.), as amended, and the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001, et seq.), as amended, including the right to seek contribution, indemnity or recovery of costs for environmental cleanup of the Real Property.** **THE FOREGOING RELEASE SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE OR STRICT LIABILITY OF A GRANTOR RELEASE PARTY.**

INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR AND ANY OTHER GRANTOR RELEASE PARTY HARMLESS FROM ANY LOSSES, CLAIMS, EXPENSES, DEMANDS, ORDERS, CAUSES OF ACTION OR LIABILITIES OF ANY NATURE, KNOWN OR UNKNOWN, INCLUDING WITHOUT LIMITATION NATURAL RESOURCE DAMAGES OR RESPONSE COSTS (AS THOSE TERMS ARE DEFINED UNDER ANY ENVIRONMENTAL LAWS) AND THIRD PARTY CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE AS SET OUT IN THE PURCHASE AGREEMENT. **THE FOREGOING INDEMNITY SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE OR STRICT LIABILITY OF A GRANTOR RELEASE PARTY.**

THE PROPERTY IS CONVEYED IN ITS EXISTING CONDITION “AS IS, WHERE IS, AND WITH ALL FAULTS” WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS, AND GRANTOR HAS NO OBLIGATION TO DETERMINE OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE GRANTEE FOR SAME. GRANTOR HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY GRANTEE OF ALL RESPONSIBILITY TO INVESTIGATE THE PROPERTY, LAWS, ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, ENVIRONMENTAL COMPLIANCE, FACTS, CONDITIONS, VIOLATIONS, AND OF ANY AND ALL RISK OF ADVERSE CONDITIONS, AND HAS STRUCTURED THE PURCHASE

PRICE AND OTHER TERMS OF THE PURCHASE AGREEMENT IN CONSIDERATION THEREOF. GRANTEE HAS UNDERTAKEN ALL SUCH INVESTIGATIONS OF THE PROPERTY, LAWS, ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, ENVIRONMENTAL COMPLIANCE, FACTS, CONDITIONS AND VIOLATIONS AS GRANTEE DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES AS TO THE STATUS OF THE PROPERTY AND ANY FUTURE OBLIGATIONS ARISING IN CONNECTION WITH THE PROPERTY AND BASED UPON SAME, GRANTEE IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, LEGAL COUNSEL AND OFFICERS. GRANTEE IS AND WILL BE FULLY SATISFIED THAT THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY AND, BY REASON OF ALL THE FOREGOING, GRANTEE ASSUMES, WITHOUT LIMITATION, THE FULL RISK OF ANY AND ALL ENVIRONMENTAL LIABILITIES AND ENVIRONMENTAL COMPLIANCE AS SET FORTH HEREIN AND IN THE PURCHASE AGREEMENT.

Grantee Environmental Covenant. Grantee, its successors or assigns, covenants and agrees to Grantor that it will conduct, or cause and permit, its operation of the Property in compliance with all applicable governmental Environmental Laws and regulations using standard industry practice beginning immediately the Date hereof. This covenant will survive indefinitely. "Standard industry practice" shall not be used as a defense to Grantee's obligation to operate in compliance with Environmental Laws.

Neither Grantee nor and anyone claiming by, through or under Grantee shall assert that the covenants, releases, waivers, indemnities, and other obligations set forth in this instrument for the benefit of Grantor do not run with the land to bind future owners or operators of the Property in any litigation or other proceeding of any nature.

TO HAVE AND TO HOLD the Property, subject to the reservations, disclaimers, conditions and exceptions set forth above, together with all and singular the rights thereto and anyway belonging unto Grantee and its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the right and title to the Property unto Grantee, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

EXECUTED effective as of the ____ day of _____, 202__.

GRANTOR:

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Bob Kahn, its General Manager

GRANTEE:

GIBBONS CREEK ENVIRONMENTAL REDEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 202__, by Bob Kahn, the General Manager of Texas Municipal Power Agency, a Texas municipal corporation on behalf of said corporation, for the purposes and consideration therein expressed.

Notary Public, State of Texas

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 202__, by _____, _____ of Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein expressed.

Notary Public, State of _____

Attachment:

- Exhibit C-1 – Legal Description of the Property
- Exhibit C-2 – Water Pipeline and Pumping Station Easements
- Exhibit C-3 – Northern Railroad Spur
- Exhibit C-3A- Field Notes for Northern Railroad Spur Drainage Easement
- Exhibit C-4 – Gas Pipeline and Metering Stations
- Exhibit C-5 – Flood Easements
- Exhibit C-6 – Gibbons Creek Substation and Switchyard
- Exhibit C-7 – Terms and Conditions of Transmission Easements

Transmission Easements
[Exhibits T-1 through T-6]

Mailing Address of Grantee:

Gibbons Creek Environmental Redevelopment Group, LLC
Attention: Mr. Scott Reschly
435 S. Tryon Street, Suite 180
Charlotte, NC 28202

When Recorded Return To:

Gibbons Creek Environmental Redevelopment Group, LLC
Attention: Mr. Scott Reschly
435 S. Tryon Street, Suite 180
Charlotte, NC 28202

EXHIBIT C-1

LEGAL DESCRIPTION OF THE PROPERTY

1. Parcel. *[Include legal description for each Parcel.]*

[NOTE: Only include the following items in the deeds conveying the Parcels benefitted by such items.]

2. Water Pipeline and Pumping Station. Water pipeline easements, more particularly described in Exhibit C-2, which is attached hereto and incorporated herein by reference for all purposes, including the pumping station on the Navasota River, all of the improvements, structures, and fixtures located on the Property and owned by Grantor, and the 3.62-acre tract of land described in the Warranty Deed recorded in Volume 442, Page 226 of the Real Property Records of Grimes County, Texas.
3. Northern Railroad Spur. The railroad spur, connecting Gibbons Creek Steam Electric Station to the BNSF Railway near Iola, Texas, which is comprised of fee owned properties and a drainage easement, more particularly described in Exhibit C-3, which is attached hereto and incorporated herein by reference for all purposes.
4. Gas Pipeline and Metering Stations. The gas pipeline, metering station, and easements relating to the Grantor's pipeline supplying gas to the Gibbons Creek Steam Electric Station more particularly described in Exhibit C-4, which is attached hereto and incorporated herein by reference for all purposes. An inactive metering station, described in Exhibit C-4, is also conveyed herein.
5. Flood Easements. The flood easements, more particularly described in Exhibit C-5, which is attached hereto and incorporated herein by reference for all purposes.
6. Former Diamond Shamrock Pipeline. The rights of Grantor under the Bill of Sale and Assignment, dated June 12, 1992, recorded in Volume 716, Page 835, Real Property Records of Grimes County, Texas, under which Diamond Shamrock and Marketing Company, as Assignor, sold, assigned and conveyed to Texas Municipal Power Agency, as Assignee, the pipeline and easements described therein. The conveyance of this Pipeline and assignment of the Bill of Sale and Assignment shall be without warranty of title.
7. The Hog Creek Substation including the 25 kV distribution system providing station services around the plant, extending from the Hog Creek Substation to Site "A" landfill Pond #1 then on to the pumping station on the Navasota River, including any fee and easement rights pertaining thereto.

EXHIBIT C-2

WATER PIPELINE AND PUMPING STATION EASEMENTS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

Pipeline Easements to and Including Pumping Station

Easements recorded in the Real Property Records of Grimes County, Texas

Vol. 402, Page 396

Vol. 442, Page 229

Vol. 402, Page 440

Vol. 403, Page 104

Vol. 409, Page 347

Vol. 448, Page 826

EXHIBIT C-3

NORTHERN RAILROAD SPUR

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

1. The properties conveyed in fee are described in the attached field notes. *[List below.]*

2. Easement, dated, July 19, 1978, between the County of Grimes, as Grantor, and the Texas Municipal Power Agency, as Grantee, recorded in Volume 363, Page 507, of the Real Property Records of Grimes County, Texas, as amended by Amendment To Easement, dated January 24, 2018, and recorded in Volume 1676, Page 17 of the Real Property Records of Grimes County, Texas, and more particularly described in Exhibit C-3A, attached hereto.

EXHIBIT C-3A

FIELD NOTES FOR DRAINAGE EASEMENT ARE ATTACHED.

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

EXHIBIT C-4

GAS PIPELINE AND METERING STATIONS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

1.

Type/Title: Gas Metering Station Easement/"Correction Metering Station Easement"

Grantor: Russell S. Butaud, Jr. and wife, Sylvia S. Butaud, John Michael Butaud and wife, Jo Ann Butaud (Note: active metering station)

Date: 12-28-1990

Recording Information: V. 668, P. 141 (Grimes)

2.

Type/Title: Gas Pipeline Easement/"Addendum to Easement"

Grantor: Russell S. Butaud, Jr. and wife, Sylvia S. Butaud, John Michael Butaud and wife, Jo Ann Butaud

Date: 10-24-1990

Recording Information: V. 664, P. 30 (Grimes)

Note: this amends the electric transmission line easement (V. 474, P. 578) to permit a gas pipeline in the easement. The gas pipeline component of the amended easement will go to Gibbons Creek Environmental Redevelopment Group, LLC and the electric transmission line component will be reserved to TMPA.

3.

Type/Title: "Grant of Natural Gas Pipeline and Metering Station Easements"

Grantor: Phillip Myron Miller

Date: 9-12-1990

Recording Information: V. 661, P. 607 (Grimes) (Note: inactive metering station)

4.

Type/Title: Gas Pipeline Easement/"Addendum to Easement"

Grantor: Kenneth Eugene Gilbert and Ollie B. Peteete

Date: 8-21-1990

Recording Information: V. 660, P. 523

Note: this amends electric transmission line easements to allow a gas pipeline in the easement area, see electric line easements in V. 391, P. 680, and V. 391, P. 267

5.

Type/Title: Gas "Pipeline Easement"

Grantor: John L. Poteete and Johnny Bruce Poteete

Date: 8-22-1990

Recording Information: V. 660, P. 673

6.
Type/Title: Gas "Pipeline Easement"
Grantor: Eugene J. Reeves and wife, Naldia P. Reeves
Date: 9-28-1990
Recording Information: V. 662, P. 783

7.
Type/Title: Gas "Pipeline Easement"
Grantor: Mabel D. Stubbs
Date: 10-4-1990
Recording Information: V. 663, P. 66

8.
Type/Title: Pipeline Easement
Grantor: Jake Cole Howard
Date: 8-24-1990
Recording Information: V. 660, P. 810

9.
Type/Title: "Addendum to Easement"
Grantor: Jake Cole Howard et al
Date: 8-24-1990
Recording Information: V. 660, P. 806
Note: Amends electric transmission line easement in V. 408, P. 722 to allow gas pipeline in right of way.

10.
Type/Title: "Addendum to Easement"
Grantor: Estate of Ray T. Trant Heirs
Date: 7-27-1990
Recording Information: V. 659, P. 794
Note: Amends electric line easement in V. 397, P. 365 to permit gas pipeline.

11.
Type/Title: "Addendum to Easement"
Grantor: Ida Eddie Hicks, et al
Date: 8-7-1990
Recording Information: V. 660, P. 677
Note: Amends electric line easement in V. 435, P. 721 to permit gas pipeline in easement.

EXHIBIT C-5

FLOOD EASEMENTS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

Flood easements recorded in the Real Property Records of Grimes County, Texas:

Vol. 403, Page 259

Vol. 406, Page 908

Vol. 406, Page 924

Vol. 408, Page 708

Vol. 408, Page 714

Vol. 409, Page 331

Vol. 409, Page 963

Vol. 412, Page 470

EXHIBIT C-6

GIBBONS CREEK SUBSTATION AND SWITCH YARD

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

Gibbons Creek Switch Station
19.68 Acre Tract
Phillip Goodbread Survey, A-223
Grimes County, Texas
Page 1 of 2

Field notes of a 19.68 acre tract or parcel of land, lying and being situated in the Phillip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of the 477.578 acre - Tract "C" described in the deed from Imogen Garvin McDonald, individually and as Joint Independent Executrix of the Will and Estate of David Reed McDonald, deceased, and as Trustee for the William G. (Bill) McDonald and Lana Reed McDonald McLennan Trust to Texas Municipal Power Agency according to the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said 19.68 acre tract being more particularly described as follows:

COMMENCING at a ½" iron rod and cap set being the common line between the beforementioned 477.578 acre tract and a 196.402 acre tract described in the deed to Texas Municipal Power Agency according to the deed recorded in Volume 378, Page 7287, from which an 8" creosote post fence corner bears N 28° 27' E - 6.2 feet, the northwest corner of the said 196.401 acre tract lying in the center line of Farm to Market Road No. 244 bears N 89° 26' 03" W - 40.4 feet, and a ½" iron rod and cap set in the west line of the Phillip Goodbread Survey, A-223 and at the common corner between the beforementioned 477.578 acre tract and a 57.2 acre tract 9 described in the deed to the Smith Family Partners, L.P. recorded in Volume 802, Page 465 (see Volume 208, Page 582 - Seventh Tract for description);

THENCE along the east right of way line of the beforementioned Farm to Market Road No. 244 - 80' right of way, as follows:

N 07° 00' 03" W 483.93 feet;

N 07° 40' 28" W 1339.82 feet to a ½" iron rod and cap set at the beginning of a curve, concave to the east, having a radius of 2824.79 feet;

Northerly along said curve for an arc distance of 294.07 feet to the end of this curve, the chord bears N 04° 41' 32" W - 293.94 feet;

N 01° 42' 35" W at a distance of 917.31 feet the common corner between the 160 acre tract 6 described in the deed to Smith Family Partners, L.P. recorded in Volume 802, Page 465 and the 139 acre - tenth tract described in the deed to Weyman H. Smith according to the deed recorded in Volume 208, Page 582 bears N 89° 46' 09" W - 37.74 feet, continue on for a total distance of 1325.91 feet to the beginning of a curve, concave to the east, having a radius of 5689.58 feet;

Northerly along said curve for an arc distance of 284.36 feet to the end of this curve, from which a 6" creosote h-brace bears S 85° 23' E - 47.0 feet;

N 01° 09' 14" E 72.34 feet to a ½" iron rod and cap set on the common line between the beforementioned 477.578 acre tract and a 425.126 acre tract "B", described in the deed to Texas Municipal Power Agency recorded in Volume 344, Page 280, the common corner between the said 477.578 acre tract and the 425.126 acre tract bears N 89° 46' 09" W - 22.53 feet;

Gibbons Creek Switch Station
19.68 Acre Tract
Phillip Goodbread Survey, A-223
Grimes County, Texas
Page 2 of 2

THENCE S 89 46' 09" E along the common line between the beforementioned 477.578 acre tract and the 425.126 acre tract for a distance of 3969.89 feet to a ½" iron rod and cap set;

THENCE S 15 19' 23" W 518.00 feet to a ½" iron rod and cap set at the PLACE OF BEGINNING for this description;

THENCE S 82° 25' 01" E 306.58 feet to a ½" iron rod and cap set;

THENCE N 05° 24' 57" E 150.24 feet to a ½" iron rod and cap set;

THENCE N 74° 08' 27" E 760.32 feet to a ½" iron rod and cap set;

THENCE S 84° 33' 15" E 157.69 feet to a ½" iron rod and cap set;

THENCE S 62° 23' 28" E 168.70 feet to a ½" iron rod and cap set;

THENCE S 04° 08' 03" W 723.35 feet to a ½" iron rod and cap set, a chain link fence corner bears N 33° 59' W - 8.3 feet;

THENCE S 89° 21' 41" W 29.49 feet to a ½" iron rod and cap set;

THENCE S 25° 26' 34" W 5.67 feet to a ½" iron rod and cap set;

THENCE N 85° 40' 39" W 17.29 feet to a ½" iron rod and cap set;

THENCE N 02° 16' 35" E 6.94 feet to a ½" iron rod and cap set;

THENCE N 85° 53' 14" W parallel to and 7.1 feet south of a chain link fence for a distance of 1185.02 feet to a ½" iron rod and cap set;

THENCE S 89° 25' 43" W 185.76 feet to a ½" iron rod and cap set;

THENCE N 15° 19' 23" E 426.98 feet to the PLACE OF BEGINNING, containing 19.68 acres of land, more or less.

Surveyed: September, 2016

By:


S. M. Kling
R.P.L.S. No. 2003



Prepared 09/02/16
TMPA Gibbons Creek Switch Station - 19.68ac - 449805

EXHIBIT C-7

TERMS AND CONDITIONS RELATING TO RESERVED TRANSMISSION EASEMENTS

Texas Municipal Power Agency ("Agency") may use each reserved transmission easement for the purpose of erecting, operating, maintaining and servicing thereon one or more electric power and/or communication lines, each consisting of a variable number of wires, and all necessary or desirable appurtenances, attachments and complete supporting structures, including foundations, guy wires and guy anchorages, and structural components over, across and upon the reserved easements.

Agency shall have the right to construct, operate, improve, reconstruct, increase or reduce the capability, repair, relocate, inspect, patrol, maintain or remove such lines within such easement as Agency may from time to time find necessary, convenient or desirable to erect thereon and all rights necessary or convenient for the full use of the easement, including reasonable access over, across and upon adjacent property to such easement; the right to trim or remove trees and shrubbery to the extent necessary, in the sole judgment of Agency, to prevent possible interference with the operation of such lines or to remove possible hazards thereto; the right to put gates in existing fences within such easement; and the right to remove or prevent the construction of any or all buildings, structures and obstructions within such easement. If any such buildings, structures or obstructions are hereafter constructed or permitted by the owner of the land encumbered by the reserved easement (the "Owner") to exist within the easement without prior written consent of Agency, then Agency shall have the right to remove the same, and Owner agrees to pay to Agency the reasonable cost of such removal. This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of Agency, its successors and assigns. The reserved transmission easement reserved to Agency is severable and may be assigned by Agency to any successor or assignee, either in whole or in part. Agency shall have no right to fence or enclose such easement or to use it for any purposes other than as set out above. The right of the Owner to use its land, including the portion within the easement, for all other purposes that will not interfere with the exercise of the rights of Agency is reserved to the Owner, including the right to use the same for general agricultural and grazing purposes, to erect or maintain fences not more than 8 feet high across such easement, provided that gates or openings 12 feet wide or more are installed therein to provide Agency reasonable access to all parts of such easement; and to lay out, dedicate, construct, maintain and use such roads, streets, alleys, railroad tracks, underground telephone cables and conduits, and oil, gas, water and sewer pipelines as will not interfere with the rights of Agency; provided that all such facilities shall be properly grounded, and shall be so constructed as to provide, with respect to Agency's lines and other facilities, the minimum clearances provided by law and recognized as standard in the electrical industry.

The easement will remain in effect for Agency, its successors and assigns, until all of such lines and supporting structures shall have been completely abandoned and removed by Agency, and no future use of the same is contemplated by Agency, its successors and assigns, and in that event such easement and right of way shall cease and all rights herein shall terminate and revert to the Owner.

T-1
DESCRIPTION OF 103.34-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 103.34 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 103.34 acres, lying and being situated in the John F. Martin Survey, Abstract No. 312, and in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the following tracts:

- TMPA Tr. 267-B – 90.016 acres described in the deed recorded in Volume 378, Page 717, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 268 – 173.078 acres described in the deed recorded in Volume 378, Page 733, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 270-C – 8.227 acres, TMPA Tr. 270-B – 100.398 acres, TMPA Tr. 271-A – 41.919 acres and TMPA Tr. 270-A – 33.730 acres described in the deed recorded in Volume 403, Page 245, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 274 – 425.126 acre (Tr. "B"), and TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING a the concrete monument found (MUERY) marking the northwest corner of the beforementioned TMPA Tr. 267-B (90.016 acres);

THENCE N 86° 12' 37" E along the north line of the beforementioned TMPA Tr. 267-B, same being the south line of the Maxwell – called 44.88 acre – Tr. 2, described in the deed recorded in Volume 633, Page 376, of the Real Property Records of Grimes County, Texas, adjacent to a fence, for a distance of 1181.61 feet to a ½" iron rod and cap set at the **PLACE OF BEGINNING** of this description;

THENCE N 86° 12' 37" E continuing along the north line of the beforementioned TMPA Tr. 267-B, for a distance of 213.31 feet to a ½" iron rod set, from which a ½" iron rod set at the interior ell corner of TMPA Tr. 267-B bears N 86° 12' 37" E – 695.34 feet;

THENCE through the interior of the beforementioned 90.016 acre, the 173.078 acre, the 8.227 acre the 100.398 acre and the 41.919 acre tracts, as follows:

S 02° 47' 14" E	for a distance of 132.45 feet to angle point,
S 11° 50' 45" E	for a distance of 1042.76 feet to angle point,
S 34° 12' 56" E	for a distance of 1950.25 feet and corner,
S 36° 26' 20" E	for a distance of 1774.25 feet to a ½" iron rod set in the northeast line of the 41.919 acre tract, from which a ½" iron rod set at the northwest corner of the 41.919 acre tract bears N 60° 57' 26" W – 74.49 feet and N 03° 27' 19" W – 42.42 feet;

THENCE S 60° 57' 26" E along the northeast line of the beforementioned TMPA Tr. 271-A – 41.919 acres for a distance of 100.84 feet to a ½" iron rod set, from which a concrete monument found (MUERY) at angle point corner of the 41.919 acre tract bears S 60° 57' 26" E – 200.08 feet;

THENCE through the interior of the beforementioned 41.919 acre, the 100.398 acre, the 8.227 acre, the 33.730 acre and the 425.126 acre tracts, as follows:

S 36° 26' 20" W	for a distance of 1647.59 feet and corner,
S 33° 43' 22" E	for a distance of 5934.77 feet and corner in the north line of the 19.68 acre – Gibbons Creek Switch Station tract, from which a ½" iron rod found marking a north angle point corner of the 19.68 acre tract bears N 70° 02' 50" E – 13.04 feet;

THENCE S 70° 02' 50" W along the north line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, for a distance of 442.72 feet and corner, from which a ½" iron rod found marking a northwest corner of the 19.68 acre tract bears S 70° 02' 50" W – 177.05 feet;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 33° 43' 22" W	for a distance of 166.45 feet and corner,
S 56° 03' 41" W	for a distance of 828.23 feet to angle point,
S 38° 37' 36" W	for a distance of 320.23 feet to angle point,
S 18° 57' 22" W	for a distance of 68.58 feet and corner,
S 89° 58' 51" E	for a distance of 325.83 feet and corner in the beforementioned 19.68 acre tract;

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 103.34 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas
Continued – Page 2

THENCE S 11° 13' 45" W along the west line of the beforementioned 19.68 acre tract, for a distance of 15.47 feet to a ½" iron rod found marking the southwest corner of the 19.68 acre tract;

THENCE along the south line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, as follows:

N 85° 20' 05" E for a distance of 185.76 feet to a ½" iron rod found,
S 89° 58' 51" E for a distance of 446.25 feet and corner;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

S 00° 01' 09" W for a distance of 100.00 feet and corner,
N 89° 58' 51" W for a distance of 671.55 feet and corner,
S 80° 31' 56" W for a distance of 340.91 feet to angle point,
S 18° 57' 22" W for a distance of 2853.83 feet to angle point,
S 31° 57' 16" E for a distance of 145.40 feet to a ½" iron rod set in existing fence, being in the westerly south line of the TMPA 6969.34 acre tract, from which a chain link fence post corner bears N 85° 39' 06" E – 11.73 feet;

THENCE S 85° 39' 06" W along said fence and TMPA 6969.34 acre tract, for a distance of 112.85 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 31° 57' 16" W for a distance of 149.76 feet and corner,
S 86° 08' 42" W for a distance of 1816.51 feet to a ½" iron rod set in the east right-of-way line of F.M. No. 244, from which a ½" iron rod set at the southwest corner of the TMPA 6969.34 acre tract bears S 11° 05' 41" E – 127.26 feet;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, (80' wide right-of-way), for a distance of 100.80 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tracts 275, 274, 270-A, 270-B, 270-C, 268 and 267-B, as follows:

N 86° 08' 42" E for a distance of 1813.79 feet and corner,
N 18° 57' 22" E for a distance of 2892.72 feet to angle point,
N 38° 37' 36" E for a distance of 531.15 feet to angle point,
N 56° 03' 41" E for a distance of 843.94 feet and corner,
N 33° 43' 22" W for a distance of 5574.94 feet to angle point,
N 34° 12' 56" W for a distance of 2253.45 feet to angle point,
N 03° 19' 54" W for a distance of 1065.63 feet to the **PLACE OF BEGINNING**, encompassing 103.34 acres of land, more or less.



Surveyed: November, 2016

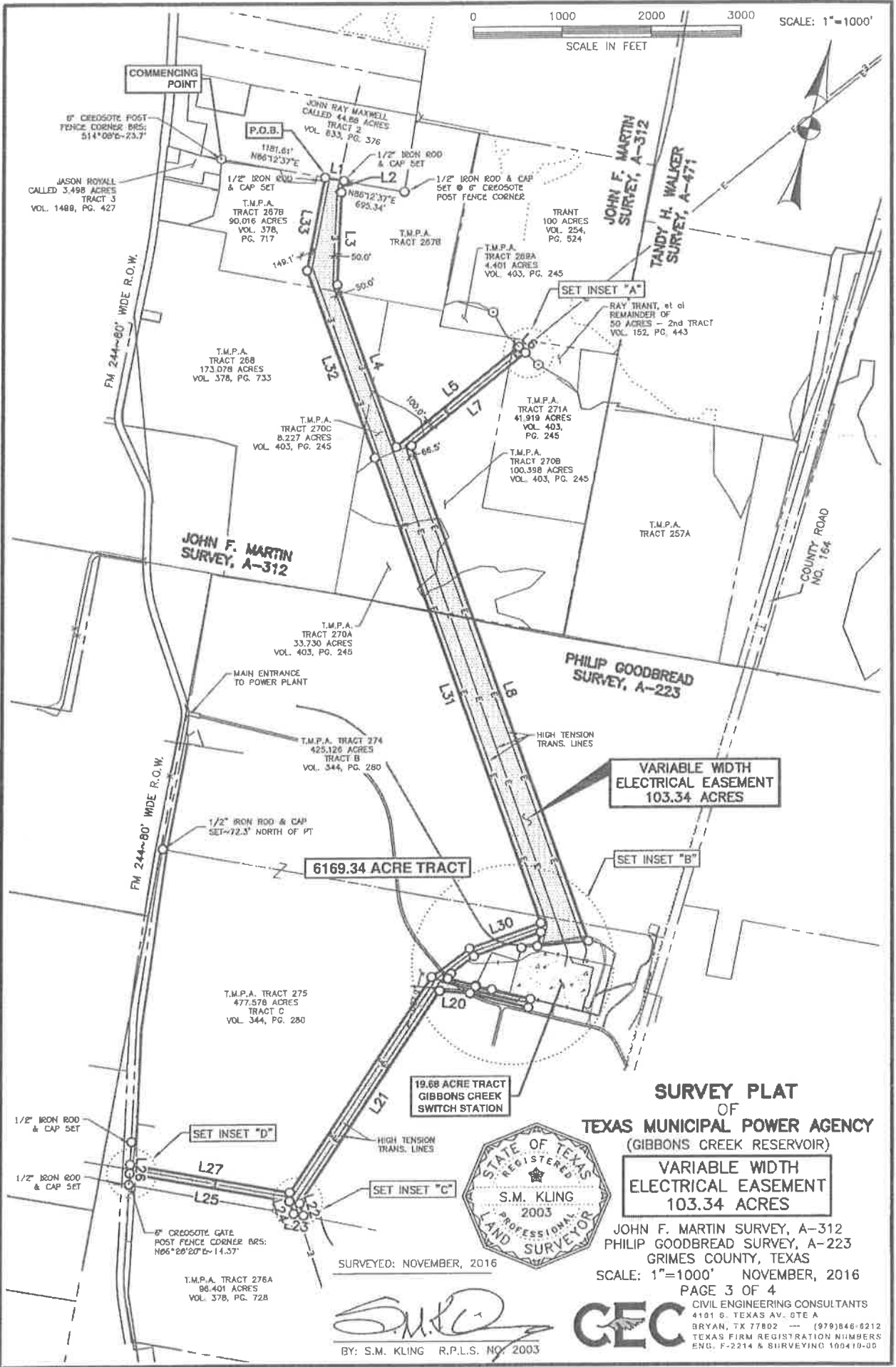
By:

S.M. Kling
S. M. Kling
R.P.L.S. No. 2003

SEE ATTACHED SKETCH – SHEETS 3 & 4 OF 4



SCALE: 1"=1000'



SURVEY PLAT
OF
TEXAS MUNICIPAL POWER AGENCY
(GIBBONS CREEK RESERVOIR)

VARIABLE WIDTH
ELECTRICAL EASEMENT
103.34 ACRES

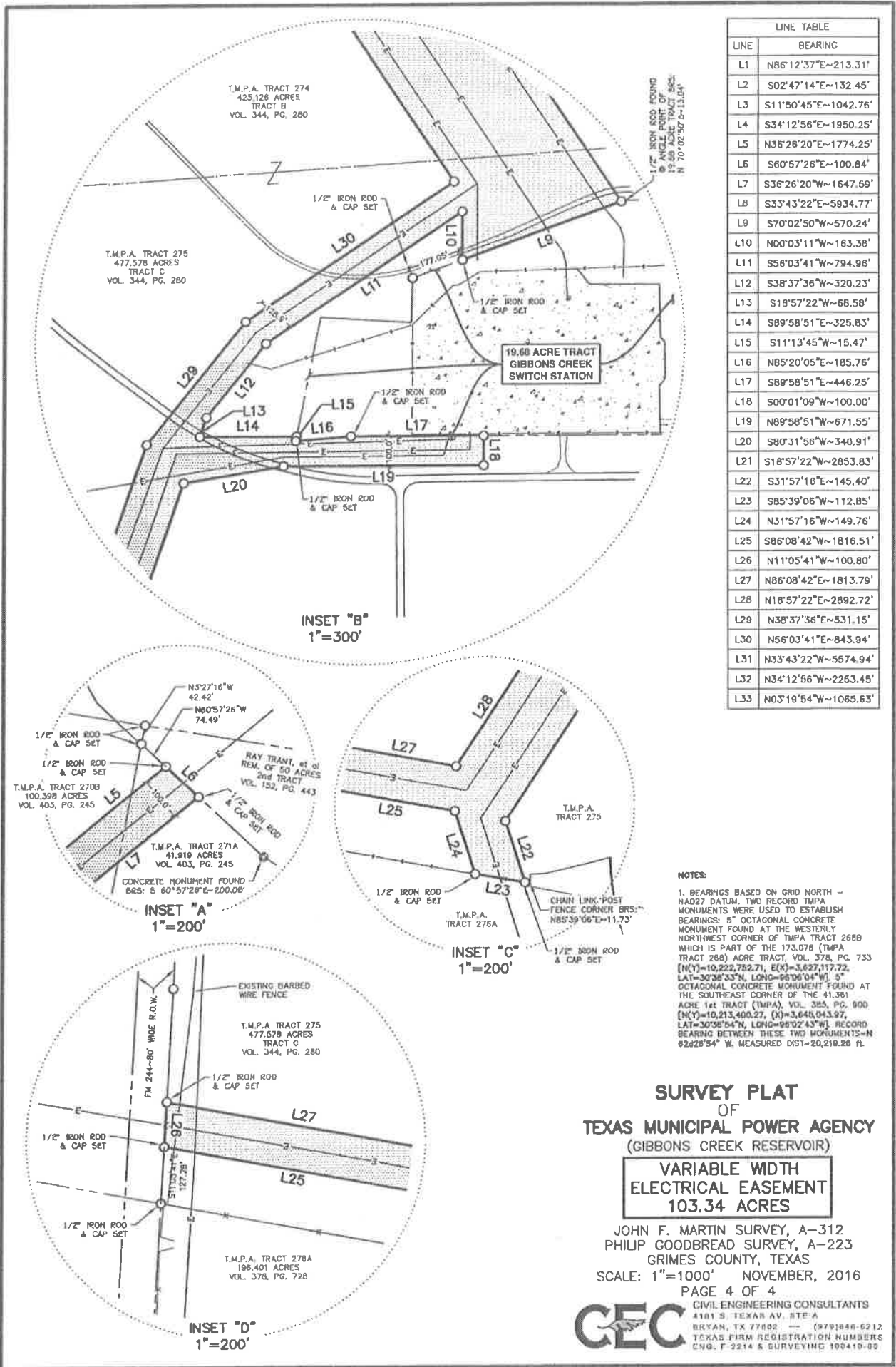


JOHN F. MARTIN SURVEY, A-312
PHILIP GOODREAD SURVEY, A-223
GRIMES COUNTY, TEXAS
SCALE: 1"=1000' NOVEMBER, 2016

SURVEYED: NOVEMBER, 2016

BY: *S.M. Kling*
BY: S.M. KLING R.P.L.S. NO. 2003

GEC
CIVIL ENGINEERING CONSULTANTS
4101 S. TEXAS AV. STE A
BRYAN, TX 77802 (979)846-6212
TEXAS FIRM REGISTRATION NUMBERS
ENG. F-2214 & SURVEYING 100410-00



LINE TABLE	
LINE	BEARING
L1	N86°12'37"E~213.31'
L2	S02°47'14"E~132.45'
L3	S11°50'45"E~1042.76'
L4	S34°12'56"E~1950.25'
L5	N36°26'20"E~1774.25'
L6	S60°57'26"E~100.84'
L7	S36°26'20"W~1647.69'
L8	S33°43'22"E~5934.77'
L9	S70°02'50"W~570.24'
L10	N00°03'11"W~163.36'
L11	S56°03'41"W~794.96'
L12	S38°37'36"W~320.23'
L13	S18°57'22"W~68.58'
L14	S89°58'51"E~325.83'
L15	S11°13'45"W~15.47'
L16	N85°20'05"E~185.76'
L17	S89°58'51"E~446.25'
L18	S00°01'09"W~100.00'
L19	N89°58'51"W~671.55'
L20	S80°31'56"W~340.91'
L21	S18°57'22"W~2853.83'
L22	S31°57'16"E~145.40'
L23	S85°39'06"W~112.85'
L24	N31°57'16"W~149.76'
L25	S86°08'42"W~1816.51'
L26	N11°05'41"W~100.80'
L27	N86°08'42"E~1813.79'
L28	N18°57'22"E~2892.72'
L29	N38°37'36"E~531.15'
L30	N56°03'41"E~843.94'
L31	N33°43'22"W~5574.94'
L32	N34°12'56"W~2253.45'
L33	N03°18'54"W~1065.63'

NOTES:
 1. BEARINGS BASED ON GRID NORTH - NAD27 DATUM. TWO RECORD TMPA MONUMENTS WERE USED TO ESTABLISH BEARINGS: 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE WESTERLY NORTHWEST CORNER OF TMPA TRACT 2688 WHICH IS PART OF THE 123.078 (TMPA TRACT 268) ACRE TRACT, VOL. 378, PG. 733 [N(Y)=10,222,752.71, E(X)=3,627,117.72, LAT=30°38'33"N, LONG=96°06'04"W] 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE 41.581 ACRE 1st TRACT (TMPA), VOL. 385, PG. 900 [N(Y)=10,213,400.27, (X)=3,645,043.97, LAT=30°38'54"N, LONG=96°02'43"W] RECORD BEARING BETWEEN THESE TWO MONUMENTS=N 62°26'54" W. MEASURED DIST=20,219.26 FT.

**SURVEY PLAT
 OF
 TEXAS MUNICIPAL POWER AGENCY
 (GIBBONS CREEK RESERVOIR)
 VARIABLE WIDTH
 ELECTRICAL EASEMENT
 103.34 ACRES**

JOHN F. MARTIN SURVEY, A-312
 PHILIP GOODREAD SURVEY, A-223
 GRIMES COUNTY, TEXAS
 SCALE: 1"=1000' NOVEMBER, 2016

PAGE 4 OF 4
 CIVIL ENGINEERING CONSULTANTS
 4101 S. TEXAS AV. STE A
 BRYAN, TX 77802 -- (979)846-6212
 TEXAS FIRM REGISTRATION NUMBERS
 ENG. F-2214 & SURVEYING 100410-85



T-2
DESCRIPTION OF 85.40-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 85.40 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 85.40 acres, lying and being situated in the John F. Martin Survey, Abstract No. 312, and in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the following tracts:

- TMPA Tr. 267-B – 90.016 acres described in the deed recorded in Volume 378, Page 717, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 268 – 173.078 acres described in the deed recorded in Volume 378, Page 733, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 270-C – 8.227 acres, TMPA Tr. 270-B – 100.398 acres, TMPA Tr. 271-A – 41.919 acres and TMPA Tr. 270-A – 33.730 acres described in the deed recorded in Volume 403, Page 245, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 274 – 425.126 acre (Tr. "B"), and TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING at the concrete monument found (MUERY) marking the northwest corner of the beforementioned TMPA Tr. 267-B (90.016 acres);

THENCE N 86° 12' 37" E along the north line of the beforementioned TMPA Tr. 267-B, same being the south line of the Maxwell – called 44.88 acre – Tr. 2, described in the deed recorded in Volume 633, Page 376, of the Real Property Records of Grimes County, Texas, adjacent to a fence, for a distance of 1181.61 feet to a ½" iron rod and cap set at the **PLACE OF BEGINNING** of this description;

THENCE N 86° 12' 37" E continuing along the north line of the beforementioned TMPA Tr. 267-B, for a distance of 213.31 feet to a ½" iron rod set, from which a ½" iron rod set at the interior ell corner of TMPA Tr. 267-B bears N 86° 12' 37" E – 695.34 feet;

THENCE through the interior of the beforementioned 90.016 acre, the 173.078 acre, the 8.227 acre the 100.398 acre and the 41.919 acre tracts, as follows:

S 02° 47' 14" E	for a distance of 132.45 feet to angle point,
S 11° 50' 45" E	for a distance of 1042.76 feet to angle point,
S 34° 12' 56" E	for a distance of 1950.25 feet and corner,
N 36° 26' 20" E	for a distance of 1774.25 feet to a ½" iron rod set in the northeast line of the 41.919 acre tract, from which a ½" iron rod set at the northwest corner of the 41.919 acre tract bears N 60° 57' 26" W – 74.49 feet and N 03° 27' 19" W – 42.42 feet;

THENCE S 60° 57' 26" E along the northeast line of the beforementioned TMPA Tr. 271-A – 41.919 acres for a distance of 100.84 feet to a ½" iron rod set, from which a concrete monument found (MUERY) at angle point corner of the 41.919 acre tract bears S 60° 57' 26" E – 200.08 feet;

THENCE through the interior of the beforementioned 41.919 acre, the 100.398 acre, the 8.227 acre, the 33.730 acre and the 425.126 acre tracts, as follows:

S 36° 26' 20" W	for a distance of 1647.59 feet and corner,
S 33° 43' 22" E	for a distance of 5934.77 feet and corner in the north line of the 19.68 acre – Gibbons Creek Switch Station tract, from which a ½" iron rod found marking a north angle point corner of the 19.68 acre tract bears N 70° 02' 50" E – 13.04 feet;

THENCE S 70° 02' 50" W along the north line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract. for a distance of 570.24 feet and corner, from which a ½" iron rod found marking a northwest corner of the 19.68 acre tract bears S 70° 02' 50" W – 177.05 feet;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 00° 03' 11" W	for a distance of 163.38 feet and corner,
S 56° 03' 41" W	for a distance of 794.96 feet to angle point,
S 38° 37' 36" W	for a distance of 320.23 feet to angle point,
S 18° 57' 22" W	for a distance of 68.58 feet and corner in the north line of the 17.94 acre – variable width electrical easement;

THENCE N 89° 58' 51" W along the north line of said 17.94 acre tract, for a distance of 157.51 feet to the northerly northwest corner of said 17.94 acre easement;

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 85.40 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas
Continued – Page 2

THENCE through the interior of the beforementioned TMPA Tracts 275, 274, 270-A, 270-B, 270-C, 268 and 267-B, as follows:

N 38° 37' 36" E	for a distance of 498.43 feet to angle point,
N 56° 03' 41" E	for a distance of 843.94 feet and corner,
N 33° 43' 22" W	for a distance of 5574.94 feet to angle point,
N 34° 12' 56" W	for a distance of 2253.45 feet to angle point,
N 03° 19' 54" W	for a distance of 1065.63 feet to the PLACE OF BEGINNING , encompassing 85.40 acres of land, more or less.



Surveyed: April, 2017

By:

A large, stylized handwritten signature in black ink, appearing to read "S.M. Kling".

S. M. Kling
R.P.L.S. No. 2003

Prepared 11/20/16
Revised 04/24/17 – reduced to 85.40 acres
Cec2016-TMPA Variable Width Ezmt – 85.40ac – 449805
BCS Proj_2016-E0449805 - field notes file

T-3
DESCRIPTION OF 17.94-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 17.94 Acres
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 17.94 acres, lying and being situated in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING at the ½" iron rod and cap set at the southwest corner of TMPA – Power Plant & Gibbons Creek Reservoir – 6166.56 acre (net) tract, same being at the intersection of the common line between TMPA Tracts 275 and 276A with the east right-of-way line of Farm to Market Road No. 244 (80' wide right-of-way), from which an 8" creosote post fence corner bears N 89° 16' 25" E – 6.2 feet and a 6" creosote post fence corner at gate bears N 86° 28' 20" E – 14.4 feet;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, for a distance of 127.26 feet to a nail set at the **PLACE OF BEGINNING** of this description;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, (80' wide right-of-way), for a distance of 100.80 feet to a nail set;

THENCE through the interior of the beforementioned TMPA Tract 275, as follows:

N 86° 08' 42" E	for a distance of 1813.79 feet and corner,
N 18° 57' 22" E	for a distance of 2892.72 feet to angle point,
N 38° 37' 36" E	for a distance of 32.72 feet and corner,
S 89° 58' 51" E	along the common line with the 85.40 acre – variable width electric easement, at a distance of 157.51 feet, pass a southeast corner of said 85.40 acre easement, continue on, for a total distance of 483.34 feet and corner in the southwest line of the 19.68 acre – Gibbons Creek Switch Station tract;

THENCE S 11° 13' 45" W along the west line of the beforementioned 19.68 acre tract, for a distance of 15.47 feet to a ½" iron rod found marking the southwest corner of the 19.68 acre tract;

THENCE along the south line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, as follows:

N 85° 20' 05" E	for a distance of 185.76 feet to a ½" iron rod found,
S 89° 58' 51" E	for a distance of 446.25 feet and corner;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

S 00° 01' 09" W	for a distance of 100.00 feet and corner,
N 89° 58' 51" W	for a distance of 671.55 feet and corner,
S 80° 31' 56" W	for a distance of 340.91 feet to angle point,
S 18° 57' 22" W	for a distance of 2853.83 feet to angle point,
S 31° 57' 16" E	for a distance of 145.40 feet to a ½" iron rod set in existing fence, being in the westerly south line of the TMPA 6166.56 acre tract, from which a chain link fence post corner bears N 85° 39' 06" E – 11.73 feet;

THENCE S 85° 39' 06" W along said fence and TMPA 6166.56 acre tract, for a distance of 112.85 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 31° 57' 16" W	for a distance of 149.76 feet and corner,
S 86° 08' 42" W	for a distance of 1816.51 feet to the PLACE OF BEGINNING , encompassing 17.94 acres of land, more or less.



Surveyed: April 2017

By:

S. M. Kling
R.P.L.S. No. 2003

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 17.94 Acres
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 17.94 acres, lying and being situated in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING at the ½" iron rod and cap set at the southwest corner of TMPA – Power Plant & Gibbons Creek Reservoir – 6166.56 acre (net) tract, same being at the intersection of the common line between TMPA Tracts 275 and 276A with the east right-of-way line of Farm to Market Road No. 244 (80' wide right-of-way), from which an 8" creosote post fence corner bears N 89° 16' 25" E – 6.2 feet and a 6" creosote post fence corner at gate bears N 86° 28' 20" E – 14.4 feet;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, for a distance of 127.26 feet to a nail set at the **PLACE OF BEGINNING** of this description;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, (80' wide right-of-way), for a distance of 100.80 feet to a nail set;

THENCE through the interior of the beforementioned TMPA Tract 275, as follows:

N 86° 08' 42" E	for a distance of 1813.79 feet and corner,
N 18° 57' 22" E	for a distance of 2892.72 feet to angle point,
N 38° 37' 36" E	for a distance of 32.72 feet and corner,
S 89° 58' 51" E	along the common line with the 85.40 acre – variable width electric easement, at a distance of 157.51 feet, pass a southeast corner of said 85.40 acre easement, continue on, for a total distance of 483.34 feet and corner in the southwest line of the 19.68 acre – Gibbons Creek Switch Station tract;

THENCE S 11° 13' 45" W along the west line of the beforementioned 19.68 acre tract, for a distance of 15.47 feet to a ½" iron rod found marking the southwest corner of the 19.68 acre tract;

THENCE along the south line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, as follows:

N 85° 20' 05" E	for a distance of 185.76 feet to a ½" iron rod found,
S 89° 58' 51" E	for a distance of 446.25 feet and corner;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

S 00° 01' 09" W	for a distance of 100.00 feet and corner,
N 89° 58' 51" W	for a distance of 671.55 feet and corner,
S 80° 31' 56" W	for a distance of 340.91 feet to angle point,
S 18° 57' 22" W	for a distance of 2853.83 feet to angle point,
S 31° 57' 16" E	for a distance of 145.40 feet to a ½" iron rod set in existing fence, being in the westerly south line of the TMPA 6166.56 acre tract, from which a chain link fence post corner bears N 85° 39' 06" E – 11.73 feet;

THENCE S 85° 39' 06" W along said fence and TMPA 6166.56 acre tract, for a distance of 112.85 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 31° 57' 16" W	for a distance of 149.76 feet and corner,
S 86° 08' 42" W	for a distance of 1816.51 feet to the PLACE OF BEGINNING , encompassing 17.94 acres of land, more or less.



Surveyed: April 2017

S. M. Kling
R.P.L.S. No. 2003

Texas Municipal Power Agency (TMPA)
175' Wide Electrical Easement - 1.19 Acres
Tandy H. Walker Survey, A-471
Grimes County, Texas
Page 1 of 2

Field notes of a 175' wide electrical easement - 1.19 acres, lying and being situated in the Tandy H. Walker Survey, Abstract No. 471, Grimes County, Texas, and being part of the called 13.035 acre - TMPA Tr. 254-L described in the deed to TMPA as recorded in Volume 415, Page 899, of the Real Property Records of Grimes County, Texas, and being part of TMPA Tr. 254-M - 23.179 acres (no deed found), and said easement being 175' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod found at a 7" creosote post fence corner marking the northwest corner of the TMPA Tr. 254-1 - 251.98 acres as recorded in Volume 635, Page 824, of the Real Property Records of Grimes County, Texas, same being the east line of the beforementioned 13.035 acre tract and being in the north line of the TMPA 6169.34 tract and being the southwest corner of the Lyndell Nolan Beene, Jr., - called 132.55 acre - Tr. 3, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas;

THENCE N 02° 05' 26" E along the common line between the beforementioned 13.035 acre tract and the beforementioned 132.55 acre tract, adjacent to a fence, for a distance of 1675.75 feet to the PLACE OF BEGINNING of this description;

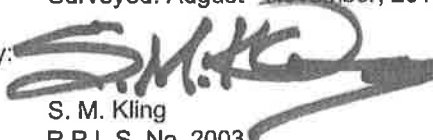
THENCE S 36° 26' 28" W across the beforementioned 13.035 acre - TMPA Tr. 254-L, and the beforementioned 23.179 acre - TMPA Tr. 254-M, and across County Road No. 164, parallel with and 87.5 feet southeast of overhead electric transmission lines, for a distance of 296.22 feet and corner in the east line of TMPA Tr. 254-M, same being the west line of County Road No. 164, and in the east line of the Jerald Hulon Beene - called 143.62 acre - Tr. 1, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas, from which a 1/2" iron rod set in the west line of the 23.179 acre tract at a northwest corner of the TMPA 6169.34 acre tract bears S 01° 58' 22" W - 1444.77 feet;

THENCE N 01° 58' 22" E along the common line between the beforementioned 23.179 acre - TMPA Tr. 254-M and the beforementioned Beene - 143.62 acre tract, adjacent to a fence, west of County Road 164, for a distance of 309.21 feet and corner;

THENCE N 36° 26' 28" E across the beforementioned TMPA Tr. 254-M and 254-L, across County Road No. 164, parallel and 87.5 feet northwest of existing overhead electrical transmission line, for a distance of 297.35 feet and corner in the common line between the TMPA Tr. 254L and the beforementioned 132.55 acre tract, from which a 5" hexagonal concrete marker found marking the northeast corner of the TMPA Tr. 254-L bears N 02° 05' 27" E - 1924.13 feet;

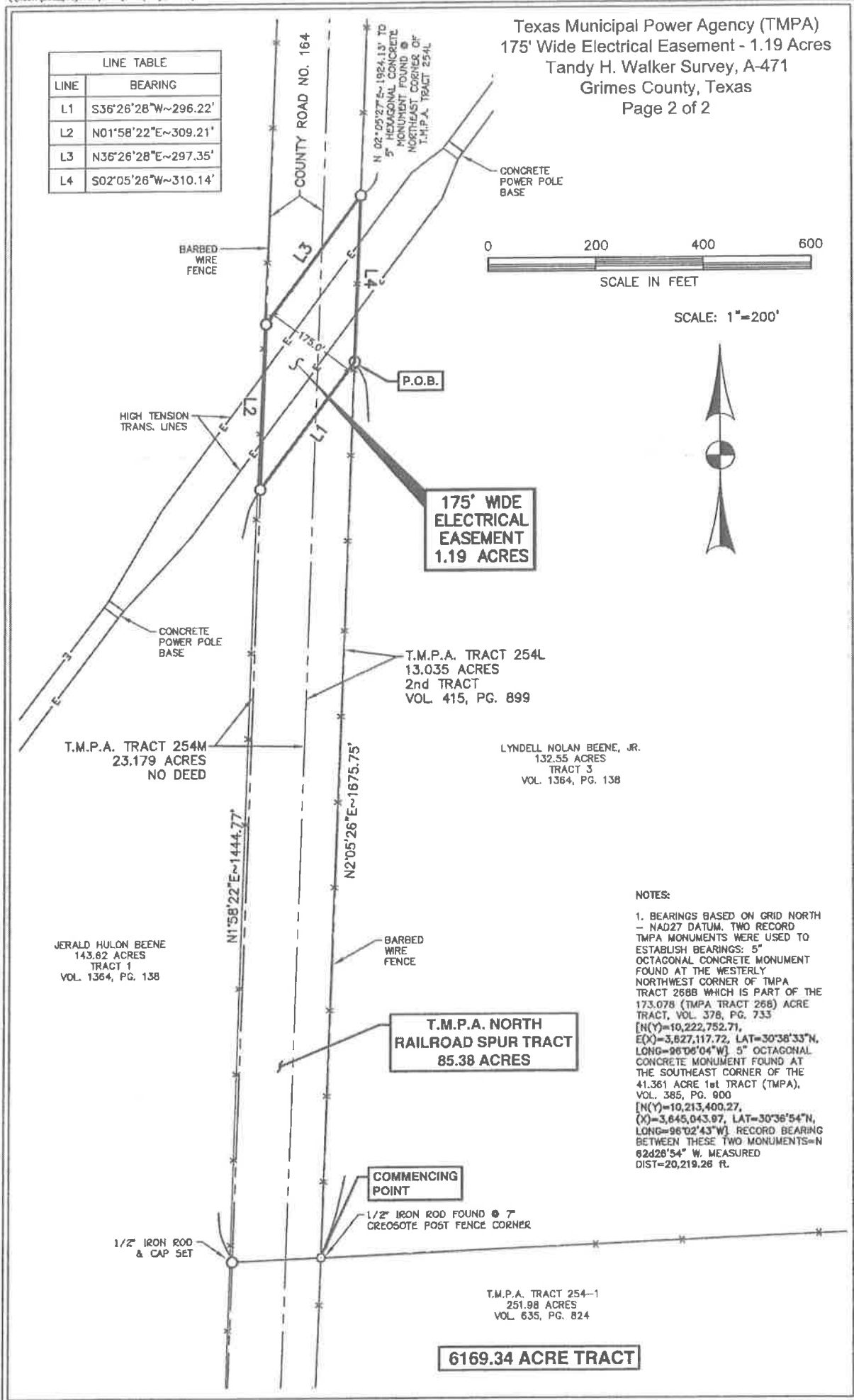
THENCE S 02° 05' 27" W along the common line between the beforementioned TMPA Tr. 254-L and the beforementioned Beene - 132.55 acre tract, adjacent to a fence, for a distance of 310.14 feet to the PLACE OF BEGINNING, encompassing 1.19 acres of land, more or less.



Surveyed: August - November, 2016
By: 
S. M. Kling
R.P.L.S. No. 2003

Texas Municipal Power Agency (TMPA)
 175' Wide Electrical Easement - 1.19 Acres
 Tandy H. Walker Survey, A-471
 Grimes County, Texas
 Page 2 of 2

LINE TABLE	
LINE	BEARING
L1	S36°26'28"W~296.22'
L2	N01°58'22"E~309.21'
L3	N36°26'28"E~297.35'
L4	S02°05'26"W~310.14'



SCALE: 1"=200'



**175' WIDE ELECTRICAL EASEMENT
 1.19 ACRES**

**T.M.P.A. NORTH RAILROAD SPUR TRACT
 85.38 ACRES**

6169.34 ACRE TRACT

JERALD HULON BEENE
 143.62 ACRES
 TRACT 1
 VOL. 1364, PG. 138

T.M.P.A. TRACT 254L
 13.035 ACRES
 2nd TRACT
 VOL. 415, PG. 899

LYNDELL NOLAN BEENE, JR.
 132.55 ACRES
 TRACT 3
 VOL. 1364, PG. 138

T.M.P.A. TRACT 254-1
 251.98 ACRES
 VOL. 635, PG. 824

NOTES:

- BEARINGS BASED ON GRID NORTH - NAD27 DATUM. TWO RECORD TMPA MONUMENTS WERE USED TO ESTABLISH BEARINGS: 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE WESTERLY NORTHWEST CORNER OF TMPA TRACT 268B WHICH IS PART OF THE 173.078 (TMPA TRACT 268) ACRE TRACT, VOL. 378, PG. 733
 [N(Y)=10,222,752.71, E(X)=3,627,117.72, LAT=30°38'33"N, LONG=96°08'04"W] 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE 41.361 ACRE 1st TRACT (TMPA), VOL. 385, PG. 900
 [N(Y)=10,213,400.27, E(X)=3,645,043.97, LAT=30°36'54"N, LONG=96°02'43"W] RECORD BEARING BETWEEN THESE TWO MONUMENTS= N 62d28'54" W MEASURED DIST=20,219.26 ft.

T-4

DESCRIPTION OF 1.19-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

Texas Municipal Power Agency (TMPA)
175' Wide Electrical Easement - 1.19 Acres
Tandy H. Walker Survey, A-471
Grimes County, Texas
Page 1 of 2

Field notes of a 175' wide electrical easement - 1.19 acres, lying and being situated in the Tandy H. Walker Survey, Abstract No. 471, Grimes County, Texas, and being part of the called 13.035 acre - TMPA Tr. 254-L described in the deed to TMPA as recorded in Volume 415, Page 899, of the Real Property Records of Grimes County, Texas, and being part of TMPA Tr. 254-M - 23.179 acres (no deed found), and said easement being 175' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod found at a 7" creosote post fence corner marking the northwest corner of the TMPA Tr. 254-1 - 251.98 acres as recorded in Volume 635, Page 824, of the Real Property Records of Grimes County, Texas, same being the east line of the beforementioned 13.035 acre tract and being in the north line of the TMPA 6169.34 tract and being the southwest corner of the Lyndell Nolan Beene, Jr., - called 132.55 acre - Tr. 3, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas;

THENCE N 02° 05' 26" E along the common line between the beforementioned 13.035 acre tract and the beforementioned 132.55 acre tract, adjacent to a fence, for a distance of 1675.75 feet to the PLACE OF BEGINNING of this description;

THENCE S 36° 26' 28" W across the beforementioned 13.035 acre - TMPA Tr. 254-L, and the beforementioned 23.179 acre - TMPA Tr. 254-M, and across County Road No. 164, parallel with and 87.5 feet southeast of overhead electric transmission lines, for a distance of 296.22 feet and corner in the east line of TMPA Tr. 254-M, same being the west line of County Road No. 164, and in the east line of the Jerald Hulon Beene - called 143.62 acre - Tr. 1, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas, from which a 1/2" iron rod set in the west line of the 23.179 acre tract at a northwest corner of the TMPA 6169.34 acre tract bears S 01° 58' 22" W - 1444.77 feet;

THENCE N 01° 58' 22" E along the common line between the beforementioned 23.179 acre - TMPA Tr. 254-M and the beforementioned Beene - 143.62 acre tract, adjacent to a fence, west of County Road 164, for a distance of 309.21 feet and corner;

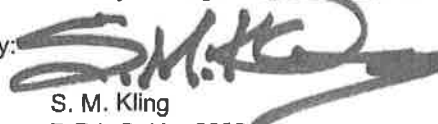
THENCE N 36° 26' 28" E across the beforementioned TMPA Tr. 254-M and 254-L, across County Road No. 164, parallel and 87.5 feet northwest of existing overhead electrical transmission line, for a distance of 297.35 feet and corner in the common line between the TMPA Tr. 254L and the beforementioned 132.55 acre tract, from which a 5" hexagonal concrete marker found marking the northeast corner of the TMPA Tr. 254-L bears N 02° 05' 27" E - 1924.13 feet;

THENCE S 02° 05' 27" W along the common line between the beforementioned TMPA Tr. 254-L and the beforementioned Beene - 132.55 acre tract, adjacent to a fence, for a distance of 310.14 feet to the PLACE OF BEGINNING, encompassing 1.19 acres of land, more or less.



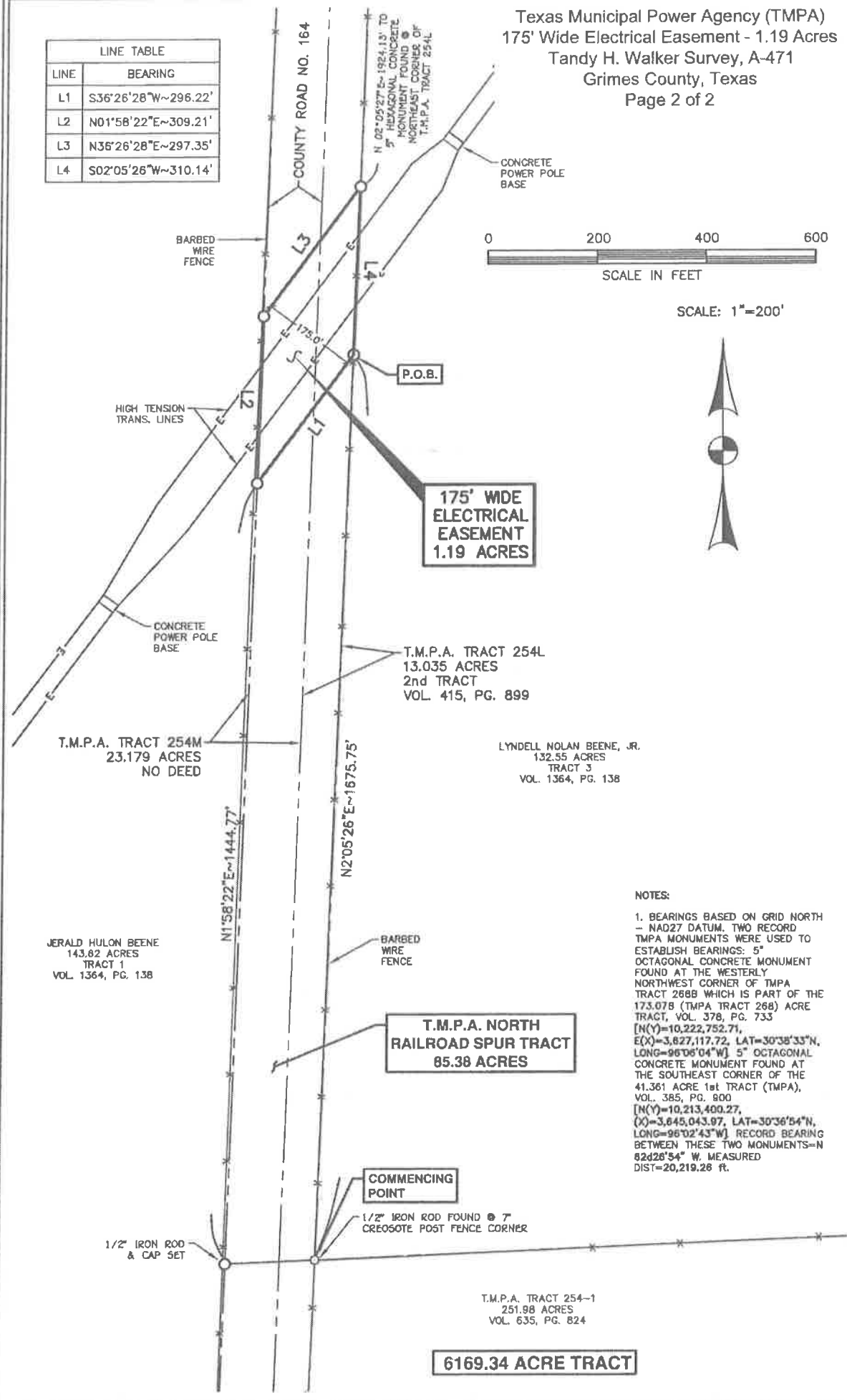
Surveyed: August - November, 2016

By:


S. M. Kling
R.P.L.S. No. 2003

Texas Municipal Power Agency (TMPA)
 175' Wide Electrical Easement - 1.19 Acres
 Tandy H. Walker Survey, A-471
 Grimes County, Texas
 Page 2 of 2

LINE TABLE	
LINE	BEARING
L1	S36°26'28"W~296.22'
L2	N01°58'22"E~309.21'
L3	N36°26'28"E~297.35'
L4	S02°05'26"W~310.14'



SCALE: 1"=200'



**175' WIDE ELECTRICAL EASEMENT
 1.19 ACRES**

T.M.P.A. TRACT 254L
 13.035 ACRES
 2nd TRACT
 VOL. 415, PG. 899

LYNDELL NOLAN BEENE, JR.
 132.55 ACRES
 TRACT 3
 VOL. 1364, PG. 138

T.M.P.A. TRACT 254M
 23.179 ACRES
 NO DEED

JERALD HULON BEENE
 143.62 ACRES
 TRACT 1
 VOL. 1364, PG. 138

**T.M.P.A. NORTH RAILROAD SPUR TRACT
 85.38 ACRES**

COMMENCING POINT

T.M.P.A. TRACT 254-1
 251.98 ACRES
 VOL. 635, PG. 824

6169.34 ACRE TRACT

NOTES:
 1. BEARINGS BASED ON GRID NORTH - NAD27 DATUM. TWO RECORD TMPA MONUMENTS WERE USED TO ESTABLISH BEARINGS: 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE WESTERLY NORTHWEST CORNER OF TMPA TRACT 268B WHICH IS PART OF THE 173.078 (TMPA TRACT 268) ACRE TRACT, VOL. 378, PG. 733
 [N(Y)=10,222,752.71, E(X)=3,627,117.72, LAT=30°38'33"N, LONG=96°06'04"W] 5" OCTAGONAL CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE 41.361 ACRE 1st TRACT (TMPA), VOL. 385, PG. 800
 [N(Y)=10,213,400.27, (X)=3,645,043.97, LAT=30°36'54"N, LONG=96°02'43"W] RECORD BEARING BETWEEN THESE TWO MONUMENTS=N 82d26'54" W. MEASURED DIST=20,219.26 ft.

T-5

DESCRIPTION OF 0.91-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

**Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement - 0.91 Acre
Wm. Fitz Gibbons Survey, A-15
Grimes County, Texas**

Field notes of a variable width electrical easement - 0.91 acre, lying and being situated in the Wm. Fitz Gibbons Survey, Abstract No. 15, Grimes County, Texas, and being part of the called 136.359 acre - TMPA Tr. 231-C described in the deed from Russell S. Butaud, Jr., et al, to TMPA as recorded in Volume 474, Page 30, of the Real Property Records of Grimes County, Texas, and said easement being a maximum of 100' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod set at the most northerly and westerly northwest corner of the beforementioned 136.359 acre tract, same being in or near the north line of the abovementioned Fitz Gibbons Survey, from which a 5" hexagonal concrete marker found bears S 05° 53' 24" E - 22.34 feet;

THENCE S 39° 57' 26" E along the northerly and westerly southwest line of the beforementioned 136.359 acre tract, for a distance of 69.68 feet to the PLACE OF BEGINNING of this description;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of overhead electric transmission line, for a distance of 121.89 feet to a north line of the 136.359 acre tract;

THENCE along the northerly lines of the beforementioned 136.359 acre tract, as follows:

S 64° 37' 01" E for a distance of 86.46 feet to angle point corner,
N 58° 41' 37" E for a distance of 88.43 feet and corner;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of overhead electric transmission line, for a distance of 96.03 feet to the northerly line of the 136.359 acre tract;

THENCE along the northerly lines of the beforementioned 136.359 acre tract, as follows:

S 65° 05' 24" E for a distance of 190.29 feet to angle point corner,
S 35° 05' 21" E for a distance of 11.78 feet and corner;

THENCE S 86° 41' 22" W across the beforementioned 136.359 acre tract, parallel with and 50' south of overhead electric transmission line (said electric line centered on high tension transmission line towers), for a distance of 471.34 feet and corner in the northerly and westerly southwest line of the 136.359 acre tract;

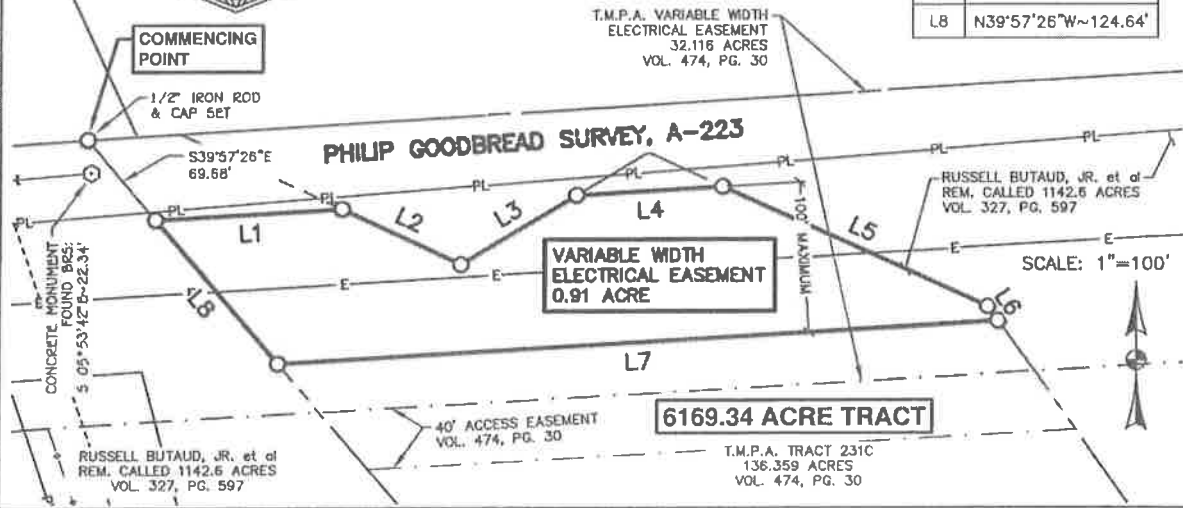
THENCE N 39° 57' 26" W along the northernmost and westerly southwest line of the beforementioned 136.359 acre tract, for a distance of 124.64 feet to the PLACE OF BEGINNING, encompassing 0.91 acre of land, more or less.

LINE TABLE	
LINE	BEARING
L1	N86°41'22"E~121.89'
L2	S64°37'01"E~86.46'
L3	N58°41'36"E~88.43'
L4	N86°41'22"E~96.03'
L5	S65°05'24"E~190.29'
L6	S35°05'21"E~11.78'
L7	S86°41'22"W~471.34'
L8	N39°57'26"W~124.64'

Surveyed: August - November, 2016

By:


S. M. Kling
R.P.L.S. No. 2003



T-6

DESCRIPTION OF 0.29-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

Texas Municipal Power Agency (TMPA)
 100' Wide Electrical Easement - 0.29 Acre
 Wm. Fitz Gibbons Survey, A-15
 Grimes County, Texas

Field notes of a 100' wide electrical easement - 0.29 acre, lying and being situated in the Wm. Fitz Gibbons Survey, Abstract No. 15, Grimes County, Texas, and being part of the called 136.359 acre - TMPA Tr. 231-C described in the deed from Russell S. Butaud, Jr., et al, to TMPA as recorded in Volume 474, Page 30, of the Real Property Records of Grimes County, Texas, and said easement being 100' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod set at the most easterly and northerly northeast corner of the beforementioned 136.359 acre tract, same being in or near the north line of the abovementioned Fitz Gibbons Survey, from which a hexagonal concrete marker found bears N 06° 57' 28" W - 13.88 feet;

THENCE S 04° 36' 24" E along the northernmost east line of the beforementioned 136.359 acre tract, for a distance of 59.68 feet to the PLACE OF BEGINNING of this description;

THENCE along the easterly lines of the beforementioned 136.359 acre tract, as follows:

- S 04° 36' 24" E for a distance of 43.98 feet to angle point corner,
- S 49° 39' 41" W for a distance of 93.05 feet and corner;

THENCE S 86° 41' 22" W across the beforementioned 136.359 acre tract, parallel with and 50' south of overhead electrical transmission line (said electric line centered on high tension transmission line towers), for a distance of 118.79 feet to the northerly northwest line of the 136.359 acre tract, from which a 5" hexagonal concrete marker found marking angle point corner of the 136.359 acre tract bears S 34° 46' 42" W - 144.15 feet;

THENCE along the northerly and easterly northwest line of the beforementioned 136.359 acre tract, as follows:

- N 34° 46' 42" E for a distance of 45.41 feet to angle point corner,
- N 42° 07' 40" E for a distance of 91.58 feet and corner, from which a 1/2" iron rod & cap set at the easterly northwest corner of the 136.359 acre tract bears N 42° 07' 40" E - 84.79 feet;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of the center of overhead electrical transmission line for a distance of 98.82 feet to the PLACE OF BEGINNING, encompassing 0.29 acre of land, more or less.



Surveyed: August - November, 2016

By:

S.M. Kling
 S. M. Kling
 R.P.L.S. No. 2003

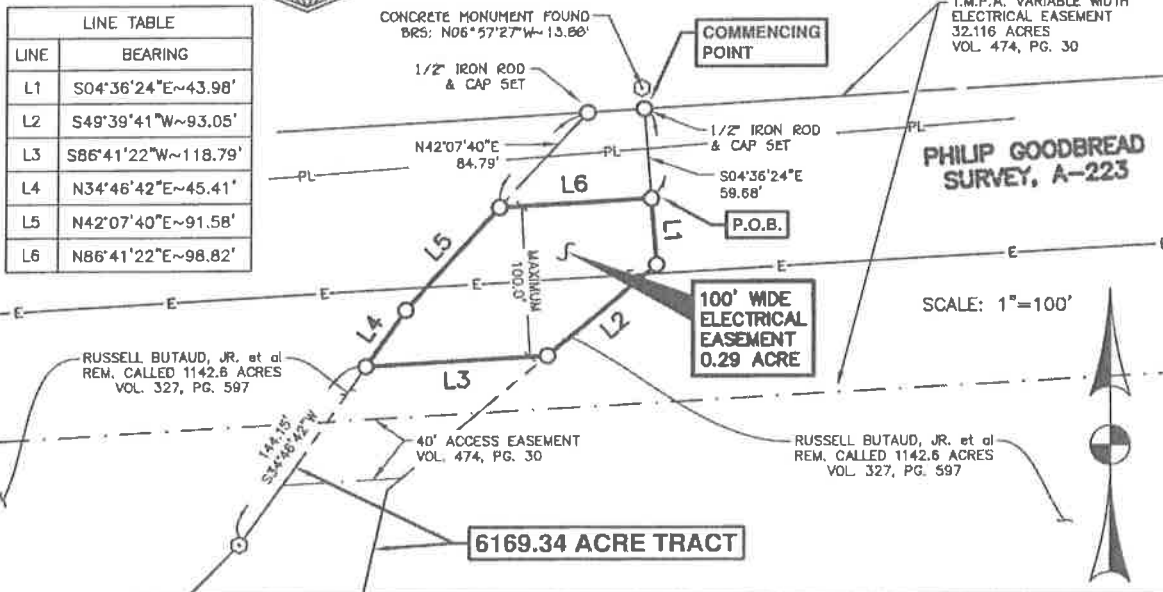


EXHIBIT C-2 – FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRIMES §

THAT Texas Municipal Power Agency, a Texas municipal corporation (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company (“**Grantee**”), the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, subject to the terms, conditions, reservations, and exceptions described herein, all of Grantor’s interest into, in, and upon the real property in Grimes County, Texas, described in Exhibit C-1 attached hereto, together with (i) all rights, titles, and interests appurtenant thereto including, without limitation, Grantor’s interest, if any, in any and all adjacent streets, alleys, and any adjacent strips and gores, rights-of-way, privileges, easements, interests and appurtenances thereto, rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, in front of, abutting, adjoining or benefiting the land and improvements and (ii) any buildings, improvements, and fixtures situated thereon (such land and interests are hereinafter collectively referred to as the “**Property**”).

The grant, sale, and conveyance of the Property is subject to the following reservations and exceptions:

- (a) All oil, gas, and other minerals owned by Grantor are reserved to Grantor.
- (b) A blanket access easement is reserved to Grantor, assignable in whole or in part, over the Property for ingress to and egress from the transmission facilities and transmission easements reserved herein, the Gibbons Creek Substation/Switchyard, and the Bryan transmission line and facilities, and for ingress to and egress from the Gibbons Creek Lignite Mine. *[Need to define with more specificity the real property benefitting from this blanket easement.]*

The blanket easements reserved in this Special Warranty Deed are subject to the following terms and conditions:

1. Persons entering the Property under the blanket easement (the “**Blanket Easement Activities**”) shall ingress and egress the Property utilizing existing roads to the extent practicable.
 2. The Blanket Easement Activities shall be conducted in compliance with all applicable laws and regulations.
 3. With respect to damages to Grantee's Property occurring as a result of the Blanket Easement Activities, Grantor agrees to repair or pay for such damage, or cause its contractor or other person responsible for such damage to repair or pay for such damage, within ninety (90) days, provided the damage was caused by the Grantor or its contractor or other person having access under the blanket easement in performing the Blanket Easement Activities.
 4. Persons entering the Property to conduct Blanket Easement Activities shall refrain from depositing debris and waste materials or storing equipment on Grantee’s Property.
 5. Persons conducting Blanket Easement Activities on the Property shall have and follow safety programs that are standard in the transmission service and mine reclamation industries.
- (c) All matters of record in the office of the County Clerk of Grimes County, Texas, including all previous transmission and/or other Right of Way easements executed and filed for public record in Grimes County of the State of Texas are excepted from the conveyance and special warranty of title.
- (d) All previously executed and filed for record in Grimes County of the State of Texas oil and gas, coal or any other form of mineral leases that are still in force and effect by its own terms are excepted from the conveyance and warranty of title.
- (e) All unit designations, drilling agreements, location agreements, surface use agreements and/or damage releases that have been executed and either filed for Public record in Grimes County of the State of Texas, *or in the possession of the Grantor herein and which are delivered to Grantee herein prior to execution and acceptance of this document* are excepted from the conveyance and warranty of title. *[NOTE: These should be filed of record prior to the conveyance.]*
- (f) To the extent the State of Texas may have rights respecting the items under Section 191.093, Texas Natural Resources Code, there is excepted from the conveyance and warranty of title all sites, objects, artifacts, and other items described in Section 191.092, Natural Resources Code, to the extent, if any, such items may be located in, on, or under the Property.
- (g) The transmission easements described in Exhibits “T-1” through “T-6,” which are attached hereto and incorporated herein by reference for all purposes, and the transmission lines and facilities within those easements, are reserved. To the extent not governed by the terms of the easement rights described in the next sentence, the terms and conditions of each

reserved transmission easement are more particularly described in Exhibit C-7, which is attached hereto and incorporated herein by reference for all purposes. To the extent that easements conveyed to Grantee herein, including water pipeline, gas pipeline, and flood easements, include rights with respect to transmission facilities, such transmission rights are reserved to Grantor. Without limiting the foregoing, the transmission towers to which the 25 kV distribution line is attached are reserved to Grantor. For purposes of this paragraph, the 25 kV distribution line is not a “transmission line” or “transmission facility” and is conveyed to Grantee.

- (h) The transmission lines and facilities owned by the City of Bryan and associated transmission line easement are excepted from the conveyance and warranty of title.
- (i) Any discrepancies, conflicts, overlaps, or shortages in area or boundary lines or other matters which a correct survey would show.

[NOTE: Only include the following exceptions in the deeds conveying the Parcels encumbered by such items.]

- (j) The Gibbons Creek Substation/Switchyard, more particularly described in Exhibit C-6, which is attached hereto and incorporated herein by reference for all purposes, is reserved in fee.
- (k) The archeological exhibit in the Administration Building is reserved to Grantor. ***[NOTE: Is this a real property interest or should this be reserved elsewhere and removed prior to Closing?]***
- (l) The microwave tower owned by CenterPoint and all rights granted to CenterPoint or its predecessors relating to the microwave tower, whether by implication, oral or written agreement or otherwise are excepted from the conveyance and warranty of title. ***[NOTE: Where is this tower located?]***
- (m) In the Hog Creek Substation, the 138kV motor operated switch off the 138 kV Bryan-East Line (138 kV Motor Operated Load Break Switch 1200 A 138 kV GCHC -8019 at Hog Creek) is reserved to Grantor.

Release. Capitalized terms used in this Special Warranty Deed, but not otherwise defined herein, shall have the meanings ascribed thereto in that certain Asset Purchase Agreement dated as of _____, 2020 (the “**Purchase Agreement**”), by and between Grantor and Grantee. Grantee and anyone claiming by, through or under Grantee, hereby FULLY AND IRREVOCABLY RELEASE AND DISCHARGE Grantor and each Seller Indemnitee (as defined in the Purchase Agreement, and together with Grantor, collectively the “**Grantor Release Party**”) from, and waive any and all claims that it may now have or hereafter acquire against any Grantor Release Party for, any Losses, cost, response costs, Liabilities, damage, expense, problem, condition, demand, Order, notice, action or cause of action as set out in the Purchase Agreement, foreseen or unforeseen, known or unknown, whether arising or accruing before, on or after the date of this Special Warranty Deed and whether attributable to events or circumstances which have occurred prior to date of this Special Warranty Deed or may occur hereafter, including without limitation those arising from or related to: (i) any structural, engineering or Environmental

Condition at the Real Property, including without limitation, the presence, suspected presence, absence, Release, threat of Release, discovery, location or scope of any Hazardous Substances at, on, in, under, or emanating from the Real Property (whether patent, latent or otherwise) or (ii) **Environmental Laws, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.), as amended, and the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001, et seq.), as amended, including the right to seek contribution, indemnity or recovery of costs for environmental cleanup of the Real Property. THE FOREGOING RELEASE SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE OR STRICT LIABILITY OF A GRANTOR RELEASE PARTY.** Neither Grantee nor and anyone claiming by, through or under Grantee shall assert that the foregoing release does not run with the land to bind future owners or operators of the Property in any litigation or other proceeding of any nature.

TO HAVE AND TO HOLD the Property, subject to the reservations, disclaimers, conditions and exceptions set forth above, together with all and singular the rights thereto and anywise belonging unto Grantee and its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the right and title to the Property unto Grantee, and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

EXECUTED effective as of the ____ day of _____, 202__.

GRANTOR:

TEXAS MUNICIPAL POWER AGENCY,
a Texas municipal corporation

By: _____
Bob Kahn, its General Manager

GRANTEE:

GIBBONS CREEK ENVIRONMENTAL REDEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 202___, by Bob Kahn, the General Manager of Texas Municipal Power Agency, a Texas municipal corporation on behalf of said corporation, for the purposes and consideration therein expressed.

Notary Public, State of Texas

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 202___, by _____, _____ of Gibbons Creek Environmental Redevelopment Group, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration therein expressed.

Notary Public, State of _____

Attachment:

- Exhibit C-1 – Legal Description of the Property
- Exhibit C-2 – Water Pipeline and Pumping Station Easements
- Exhibit C-3 – Northern Railroad Spur
- Exhibit C-3A- Field Notes for Northern Railroad Spur Drainage Easement
- Exhibit C-4 – Gas Pipeline and Metering Stations
- Exhibit C-5 – Flood Easements
- Exhibit C-6 – Gibbons Creek Substation and Switchyard
- Exhibit C-7 – Terms and Conditions of Transmission Easements

Transmission Easements
[Exhibits T-1 through T-6]

Mailing Address of Grantee:

Gibbons Creek Environmental Redevelopment Group, LLC
Attention: Mr. Scott Reschly
435 S. Tryon Street, Suite 180
Charlotte, NC 28202

When Recorded Return To:

Gibbons Creek Environmental Redevelopment Group, LLC
Attention: Mr. Scott Reschly
435 S. Tryon Street, Suite 180
Charlotte, NC 28202

EXHIBIT C-1

LEGAL DESCRIPTION OF THE PROPERTY

1. Parcel. *[Include legal description for each Parcel.]*

[NOTE: Only include the following items in the deeds conveying the Parcels benefitted by such items.]

2. Water Pipeline and Pumping Station. Water pipeline easements, more particularly described in Exhibit C-2, which is attached hereto and incorporated herein by reference for all purposes, including the pumping station on the Navasota River, all of the improvements, structures, and fixtures located on the Property and owned by Grantor, and the 3.62-acre tract of land described in the Warranty Deed recorded in Volume 442, Page 226 of the Real Property Records of Grimes County, Texas.
3. Northern Railroad Spur. The railroad spur, connecting Gibbons Creek Steam Electric Station to the BNSF Railway near Iola, Texas, which is comprised of fee owned properties and a drainage easement, more particularly described in Exhibit C-3, which is attached hereto and incorporated herein by reference for all purposes.
4. Gas Pipeline and Metering Stations. The gas pipeline, metering station, and easements relating to the Grantor's pipeline supplying gas to the Gibbons Creek Steam Electric Station more particularly described in Exhibit C-4, which is attached hereto and incorporated herein by reference for all purposes. An inactive metering station, described in Exhibit C-4, is also conveyed herein.
5. Flood Easements. The flood easements, more particularly described in Exhibit C-5, which is attached hereto and incorporated herein by reference for all purposes.
6. Former Diamond Shamrock Pipeline. The rights of Grantor under the Bill of Sale and Assignment, dated June 12, 1992, recorded in Volume 716, Page 835, Real Property Records of Grimes County, Texas, under which Diamond Shamrock and Marketing Company, as Assignor, sold, assigned and conveyed to Texas Municipal Power Agency, as Assignee, the pipeline and easements described therein. The conveyance of this Pipeline and assignment of the Bill of Sale and Assignment shall be without warranty of title.
7. The Hog Creek Substation including the 25 kV distribution system providing station services around the plant, extending from the Hog Creek Substation to Site "A" landfill Pond #1 then on to the pumping station on the Navasota River, including any fee and easement rights pertaining thereto.

EXHIBIT C-2

WATER PIPELINE AND PUMPING STATION EASEMENTS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

Pipeline Easements to and Including Pumping Station

Easements recorded in the Real Property Records of Grimes County, Texas

Vol. 402, Page 396

Vol. 442, Page 229

Vol. 402, Page 440

Vol. 403, Page 104

Vol. 409, Page 347

Vol. 448, Page 826

EXHIBIT C-3

NORTHERN RAILROAD SPUR

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

1. The properties conveyed in fee are described in the attached field notes. ***[List below.]***

2. Easement, dated, July 19, 1978, between the County of Grimes, as Grantor, and the Texas Municipal Power Agency, as Grantee, recorded in Volume 363, Page 507, of the Real Property Records of Grimes County, Texas, as amended by Amendment To Easement, dated January 24, 2018, and recorded in Volume 1676, Page 17 or the Real Property Records of Grimes County, Texas, and more particularly described in Exhibit C-3A, attached hereto.

EXHIBIT C-3A

FIELD NOTES FOR DRAINAGE EASEMENT ARE ATTACHED.

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

EXHIBIT C-4

GAS PIPELINE AND METERING STATIONS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

1.

Type/Title: Gas Metering Station Easement/"Correction Metering Station Easement"

Grantor: Russell S. Butaud, Jr. and wife, Sylvia S. Butaud, John Michael Butaud and wife, Jo Ann Butaud (Note: active metering station)

Date: 12-28-1990

Recording Information: V. 668, P. 141 (Grimes)

2.

Type/Title: Gas Pipeline Easement/"Addendum to Easement"

Grantor: Russell S. Butaud, Jr. and wife, Sylvia S. Butaud, John Michael Butaud and wife, Jo Ann Butaud

Date: 10-24-1990

Recording Information: V. 664, P. 30 (Grimes)

Note: this amends the electric transmission line easement (V. 474, P. 578) to permit a gas pipeline in the easement. The gas pipeline component of the amended easement will go to Gibbons Creek Environmental Redevelopment Group, LLC and the electric transmission line component will be reserved to TMPA.

3.

Type/Title: "Grant of Natural Gas Pipeline and Metering Station Easements"

Grantor: Phillip Myron Miller

Date: 9-12-1990

Recording Information: V. 661, P. 607 (Grimes) (Note: inactive metering station)

4.

Type/Title: Gas Pipeline Easement/"Addendum to Easement"

Grantor: Kenneth Eugene Gilbert and Ollie B. Peteete

Date: 8-21-1990

Recording Information: V. 660, P. 523

Note: this amends electric transmission line easements to allow a gas pipeline in the easement area, see electric line easements in V. 391, P. 680, and V. 391, P. 267

5.

Type/Title: Gas "Pipeline Easement"

Grantor: John L. Poteete and Johnny Bruce Poteete

Date: 8-22-1990

Recording Information: V. 660, P. 673

6.
Type/Title: Gas "Pipeline Easement"
Grantor: Eugene J. Reeves and wife, Naldia P. Reeves
Date: 9-28-1990
Recording Information: V. 662, P. 783

7.
Type/Title: Gas "Pipeline Easement"
Grantor: Mabel D. Stubbs
Date: 10-4-1990
Recording Information: V. 663, P. 66

8.
Type/Title: Pipeline Easement
Grantor: Jake Cole Howard
Date: 8-24-1990
Recording Information: V. 660, P. 810

9.
Type/Title: "Addendum to Easement"
Grantor: Jake Cole Howard et al
Date: 8-24-1990
Recording Information: V. 660, P. 806
Note: Amends electric transmission line easement in V. 408, P. 722 to allow gas pipeline in right of way.

10.
Type/Title: "Addendum to Easement"
Grantor: Estate of Ray T. Trant Heirs
Date: 7-27-1990
Recording Information: V. 659, P. 794
Note: Amends electric line easement in V. 397, P. 365 to permit gas pipeline.

11.
Type/Title: "Addendum to Easement"
Grantor: Ida Eddie Hicks, et al
Date: 8-7-1990
Recording Information: V. 660, P. 677
Note: Amends electric line easement in V. 435, P. 721 to permit gas pipeline in easement.

EXHIBIT C-5

FLOOD EASEMENTS

[NOTE: Only include the following items in the deeds conveying the Parcels affected by such items.]

Flood easements recorded in the Real Property Records of Grimes County, Texas:

Vol. 403, Page 259

Vol. 406, Page 908

Vol. 406, Page 924

Vol. 408, Page 708

Vol. 408, Page 714

Vol. 409, Page 331

Vol. 409, Page 963

Vol. 412, Page 470

EXHIBIT C-6

GIBBONS CREEK SUBSTATION AND SWITCH YARD

[NOTE: Only include this item in the deeds conveying the Parcels affected by such item.]

Gibbons Creek Switch Station
19.68 Acre Tract
Phillip Goodbread Survey, A-223
Grimes County, Texas
Page 1 of 2

Field notes of a 19.68 acre tract or parcel of land, lying and being situated in the Phillip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of the 477.578 acre - Tract "C" described in the deed from Imogen Garvin McDonald, individually and as Joint Independent Executrix of the Will and Estate of David Reed McDonald, deceased, and as Trustee for the William G. (Bill) McDonald and Lana Reed McDonald McLennan Trust to Texas Municipal Power Agency according to the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said 19.68 acre tract being more particularly described as follows:

COMMENCING at a ½" iron rod and cap set being the common line between the beforementioned 477.578 acre tract and a 196.402 acre tract described in the deed to Texas Municipal Power Agency according to the deed recorded in Volume 378, Page 7287, from which an 8" creosote post fence corner bears N 28° 27' E - 6.2 feet, the northwest corner of the said 196.401 acre tract lying in the center line of Farm to Market Road No. 244 bears N 89° 26' 03" W - 40.4 feet, and a ½" iron rod and cap set in the west line of the Phillip Goodbread Survey, A-223 and at the common corner between the beforementioned 477.578 acre tract and a 57.2 acre tract 9 described in the deed to the Smith Family Partners, L.P. recorded in Volume 802, Page 465 (see Volume 208, Page 582 - Seventh Tract for description);

THENCE along the east right of way line of the beforementioned Farm to Market Road No. 244 - 80' right of way, as follows:

N 07° 00' 03" W 483.93 feet;

N 07° 40' 28" W 1339.82 feet to a ½" iron rod and cap set at the beginning of a curve, concave to the east, having a radius of 2824.79 feet;

Northerly along said curve for an arc distance of 294.07 feet to the end of this curve, the chord bears N 04° 41' 32" W - 293.94 feet;

N 01° 42' 35" W at a distance of 917.31 feet the common corner between the 160 acre tract 6 described in the deed to Smith Family Partners, L.P. recorded in Volume 802, Page 465 and the 139 acre - tenth tract described in the deed to Weyman H. Smith according to the deed recorded in Volume 208, Page 582 bears N 89° 46' 09" W - 37.74 feet, continue on for a total distance of 1325.91 feet to the beginning of a curve, concave to the east, having a radius of 5689.58 feet;

Northerly along said curve for an arc distance of 284.36 feet to the end of this curve, from which a 6" creosote h-brace bears S 85° 23' E - 47.0 feet;

N 01° 09' 14" E 72.34 feet to a ½" iron rod and cap set on the common line between the beforementioned 477.578 acre tract and a 425.126 acre tract "B", described in the deed to Texas Municipal Power Agency recorded in Volume 344, Page 280, the common corner between the said 477.578 acre tract and the 425.126 acre tract bears N 89° 46' 09" W - 22.53 feet;

Gibbons Creek Switch Station
19.68 Acre Tract
Phillip Goodbread Survey, A-223
Grimes County, Texas
Page 2 of 2

THENCE S 89 46' 09" E along the common line between the beforementioned 477.578 acre tract and the 425.126 acre tract for a distance of 3969.89 feet to a 1/2" iron rod and cap set;

THENCE S 15 19' 23" W 518.00 feet to a 1/2" iron rod and cap set at the PLACE OF BEGINNING for this description;

THENCE S 82° 25' 01" E 306.58 feet to a 1/2" iron rod and cap set;

THENCE N 05° 24' 57" E 150.24 feet to a 1/2" iron rod and cap set;

THENCE N 74° 08' 27" E 760.32 feet to a 1/2" iron rod and cap set;

THENCE S 84° 33' 15" E 157.69 feet to a 1/2" iron rod and cap set;

THENCE S 62° 23' 28" E 168.70 feet to a 1/2" iron rod and cap set;

THENCE S 04° 08' 03" W 723.35 feet to a 1/2" iron rod and cap set, a chain link fence corner bears N 33° 59' W - 8.3 feet;

THENCE S 89° 21' 41" W 29.49 feet to a 1/2" iron rod and cap set;

THENCE S 25° 26' 34" W 5.67 feet to a 1/2" iron rod and cap set;

THENCE N 85° 40' 39" W 17.29 feet to a 1/2" iron rod and cap set;

THENCE N 02° 16' 35" E 6.94 feet to a 1/2" iron rod and cap set;


THENCE N 85° 53' 14" W parallel to and 7.1 feet south of a chain link fence for a distance of 1185.02 feet to a 1/2" iron rod and cap set;

THENCE S 89° 25' 43" W 185.76 feet to a 1/2" iron rod and cap set;

THENCE N 15° 19' 23" E 426.98 feet to the PLACE OF BEGINNING, containing 19.68 acres of land, more or less.

Surveyed: September, 2016

By:


S. M. Kling
R.P.L.S. No. 2003



Prepared 09/02/16
TMPA Gibbons Creek Switch Station - 19.68ac - 449805

EXHIBIT C-7

TERMS AND CONDITIONS RELATING TO RESERVED TRANSMISSION EASEMENTS

Texas Municipal Power Agency (“Agency”) may use each reserved transmission easement for the purpose of erecting, operating, maintaining and servicing thereon one or more electric power and/or communication lines, each consisting of a variable number of wires, and all necessary or desirable appurtenances, attachments and complete supporting structures, including foundations, guy wires and guy anchorages, and structural components over, across and upon the reserved easements.

Agency shall have the right to construct, operate, improve, reconstruct, increase or reduce the capability, repair, relocate, inspect, patrol, maintain or remove such lines within such easement as Agency may from time to time find necessary, convenient or desirable to erect thereon and all rights necessary or convenient for the full use of the easement, including reasonable access over, across and upon adjacent property to such easement; the right to trim or remove trees and shrubbery to the extent necessary, in the sole judgment of Agency, to prevent possible interference with the operation of such lines or to remove possible hazards thereto; the right to put gates in existing fences within such easement; and the right to remove or prevent the construction of any or all buildings, structures and obstructions within such easement. If any such buildings, structures or obstructions are hereafter constructed or permitted by the owner of the land encumbered by the reserved easement (the “Owner”) to exist within the easement without prior written consent of Agency, then Agency shall have the right to remove the same, and Owner agrees to pay to Agency the reasonable cost of such removal. This agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of Agency, its successors and assigns. The reserved transmission easement reserved to Agency is severable and may be assigned by Agency to any successor or assignee, either in whole or in part. Agency shall have no right to fence or enclose such easement or to use it for any purposes other than as set out above. The right of the Owner to use its land, including the portion within the easement, for all other purposes that will not interfere with the exercise of the rights of Agency is reserved to the Owner, including the right to use the same for general agricultural and grazing purposes, to erect or maintain fences not more than 8 feet high across such easement, provided that gates or openings 12 feet wide or more are installed therein to provide Agency reasonable access to all parts of such easement; and to lay out, dedicate, construct, maintain and use such roads, streets, alleys, railroad tracks, underground telephone cables and conduits, and oil, gas, water and sewer pipelines as will not interfere with the rights of Agency; provided that all such facilities shall be properly grounded, and shall be so constructed as to provide, with respect to Agency’s lines and other facilities, the minimum clearances provided by law and recognized as standard in the electrical industry.

The easement will remain in effect for Agency, its successors and assigns, until all of such lines and supporting structures shall have been completely abandoned and removed by Agency, and no future use of the same is contemplated by Agency, its successors and assigns, and in that event such easement and right of way shall cease and all rights herein shall terminate and revert to the Owner.

T-1
DESCRIPTION OF 103.34-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 103.34 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 103.34 acres, lying and being situated in the John F. Martin Survey, Abstract No. 312, and in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the following tracts:

- TMPA Tr. 267-B – 90.016 acres described in the deed recorded in Volume 378, Page 717, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 268 – 173.078 acres described in the deed recorded in Volume 378, Page 733, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 270-C – 8.227 acres, TMPA Tr. 270-B – 100.398 acres, TMPA Tr. 271-A – 41.919 acres and TMPA Tr. 270-A – 33.730 acres described in the deed recorded in Volume 403, Page 245, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 274 – 425.126 acre (Tr. "B"), and TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING a the concrete monument found (MUERY) marking the northwest corner of the beforementioned TMPA Tr. 267-B (90.016 acres);

THENCE N 86° 12' 37" E along the north line of the beforementioned TMPA Tr. 267-B, same being the south line of the Maxwell – called 44.88 acre – Tr. 2, described in the deed recorded in Volume 633, Page 376, of the Real Property Records of Grimes County, Texas, adjacent to a fence, for a distance of 1181.61 feet to a ½" iron rod and cap set at the **PLACE OF BEGINNING** of this description;

THENCE N 86° 12' 37" E continuing along the north line of the beforementioned TMPA Tr. 267-B, for a distance of 213.31 feet to a ½" iron rod set, from which a ½" iron rod set at the interior ell corner of TMPA Tr. 267-B bears N 86° 12' 37" E – 695.34 feet;

THENCE through the interior of the beforementioned 90.016 acre, the 173.078 acre, the 8.227 acre the 100.398 acre and the 41.919 acre tracts, as follows:

S 02° 47' 14" E	for a distance of 132.45 feet to angle point,
S 11° 50' 45" E	for a distance of 1042.76 feet to angle point,
S 34° 12' 56" E	for a distance of 1950.25 feet and corner,
N 36° 26' 20" E	for a distance of 1774.25 feet to a ½" iron rod set in the northeast line of the 41.919 acre tract, from which a ½" iron rod set at the northwest corner of the 41.919 acre tract bears N 60° 57' 26" W – 74.49 feet and N 03° 27' 19" W – 42.42 feet;

THENCE S 60° 57' 26" E along the northeast line of the beforementioned TMPA Tr. 271-A – 41.919 acres for a distance of 100.84 feet to a ½" iron rod set, from which a concrete monument found (MUERY) at angle point corner of the 41.919 acre tract bears S 60° 57' 26" E – 200.08 feet;

THENCE through the interior of the beforementioned 41.919 acre, the 100.398 acre, the 8.227 acre, the 33.730 acre and the 425.126 acre tracts, as follows:

S 36° 26' 20" W	for a distance of 1647.59 feet and corner,
S 33° 43' 22" E	for a distance of 5934.77 feet and corner in the north line of the 19.68 acre – Gibbons Creek Switch Station tract, from which a ½" iron rod found marking a north angle point corner of the 19.68 acre tract bears N 70° 02' 50" E – 13.04 feet;

THENCE S 70° 02' 50" W along the north line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, for a distance of 442.72 feet and corner, from which a ½" iron rod found marking a northwest corner of the 19.68 acre tract bears S 70° 02' 50" W – 177.05 feet;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 33° 43' 22" W	for a distance of 166.45 feet and corner,
S 56° 03' 41" W	for a distance of 828.23 feet to angle point,
S 38° 37' 36" W	for a distance of 320.23 feet to angle point,
S 18° 57' 22" W	for a distance of 68.58 feet and corner,
S 89° 58' 51" E	for a distance of 325.83 feet and corner in the beforementioned 19.68 acre tract;

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 103.34 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas
Continued – Page 2

THENCE S 11° 13' 45" W along the west line of the beforementioned 19.68 acre tract, for a distance of 15.47 feet to a ½" iron rod found marking the southwest corner of the 19.68 acre tract;

THENCE along the south line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, as follows:

N 85° 20' 05" E for a distance of 185.76 feet to a ½" iron rod found,
S 89° 58' 51" E for a distance of 446.25 feet and corner;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

S 00° 01' 09" W for a distance of 100.00 feet and corner,
N 89° 58' 51" W for a distance of 671.55 feet and corner,
S 80° 31' 56" W for a distance of 340.91 feet to angle point,
S 18° 57' 22" W for a distance of 2853.83 feet to angle point,
S 31° 57' 16" E for a distance of 145.40 feet to a ½" iron rod set in existing fence, being in the westerly south line of the TMPA 6969.34 acre tract, from which a chain link fence post corner bears N 85° 39' 06" E – 11.73 feet;

THENCE S 85° 39' 06" W along said fence and TMPA 6969.34 acre tract, for a distance of 112.85 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 31° 57' 16" W for a distance of 149.76 feet and corner,
S 86° 08' 42" W for a distance of 1816.51 feet to a ½" iron rod set in the east right-of-way line of F.M. No. 244, from which a ½" iron rod set at the southwest corner of the TMPA 6969.34 acre tract bears S 11° 05' 41" E – 127.26 feet;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, (80' wide right-of-way), for a distance of 100.80 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tracts 275, 274, 270-A, 270-B, 270-C, 268 and 267-B, as follows:

N 86° 08' 42" E for a distance of 1813.79 feet and corner,
N 18° 57' 22" E for a distance of 2892.72 feet to angle point,
N 38° 37' 36" E for a distance of 531.15 feet to angle point,
N 56° 03' 41" E for a distance of 843.94 feet and corner,
N 33° 43' 22" W for a distance of 5574.94 feet to angle point,
N 34° 12' 56" W for a distance of 2253.45 feet to angle point,
N 03° 19' 54" W for a distance of 1065.63 feet to the **PLACE OF BEGINNING**, encompassing 103.34 acres of land, more or less.

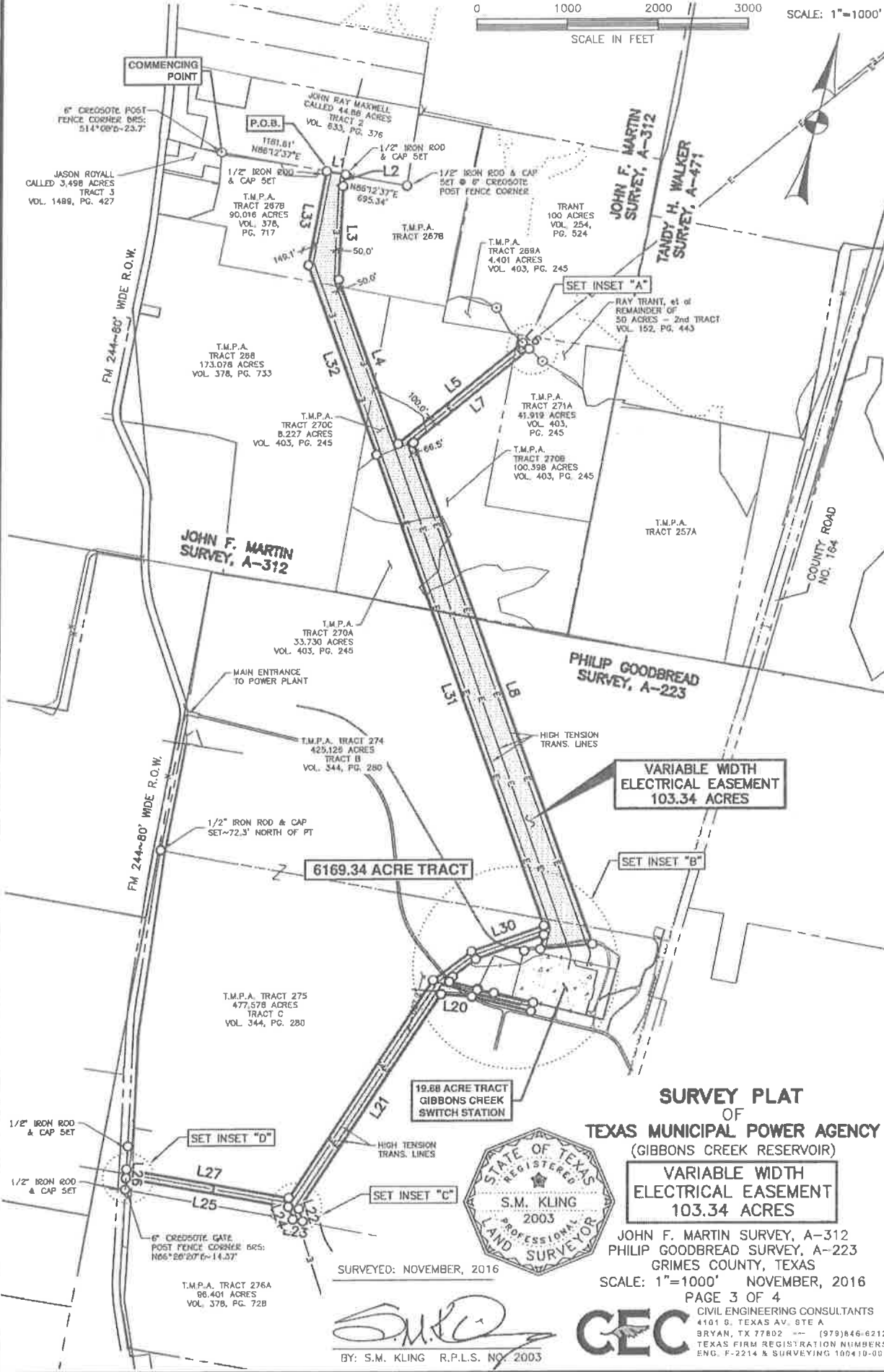
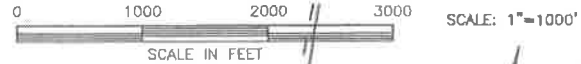


Surveyed: November, 2016

By:

[Handwritten Signature]
S. M. Kling
R.P.L.S. No. 2003

SEE ATTACHED SKETCH – SHEETS 3 & 4 OF 4



VARIABLE WIDTH ELECTRICAL EASEMENT 103.34 ACRES

6169.34 ACRE TRACT

19.88 ACRE TRACT GIBBONS CREEK SWITCH STATION

SURVEY PLAT
OF
TEXAS MUNICIPAL POWER AGENCY
(GIBBONS CREEK RESERVOIR)

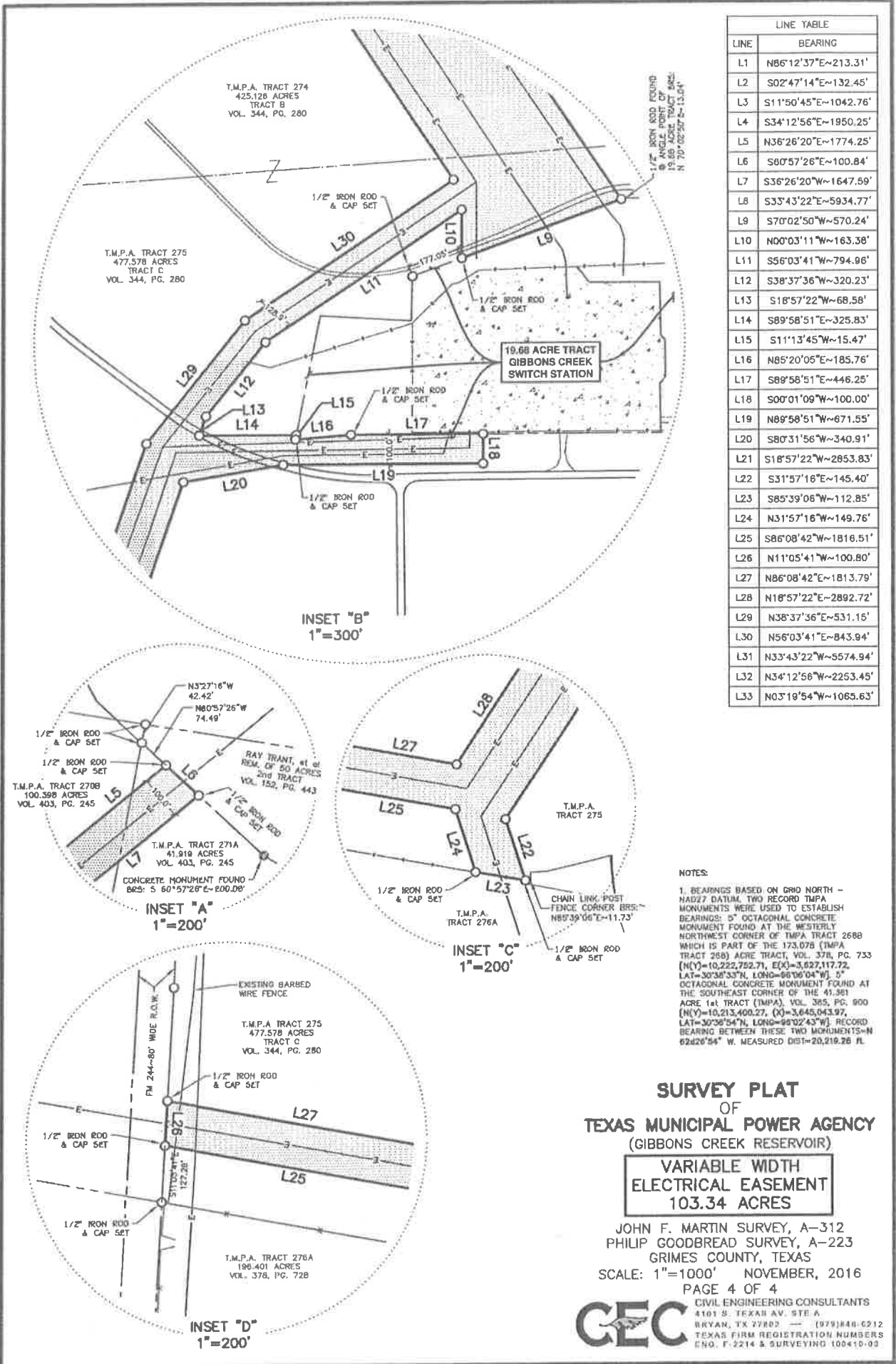
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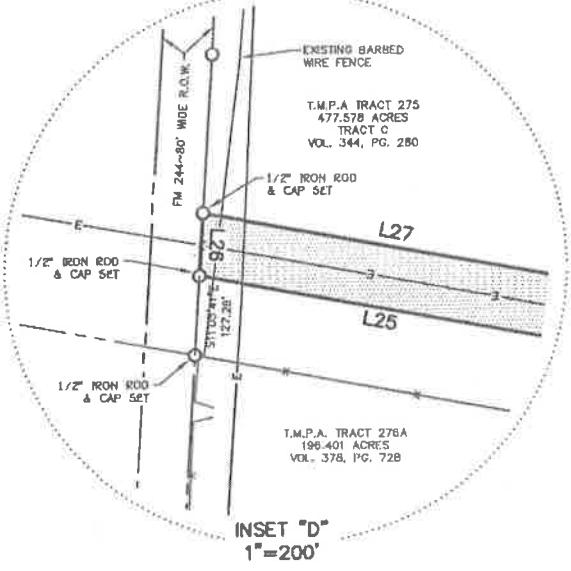
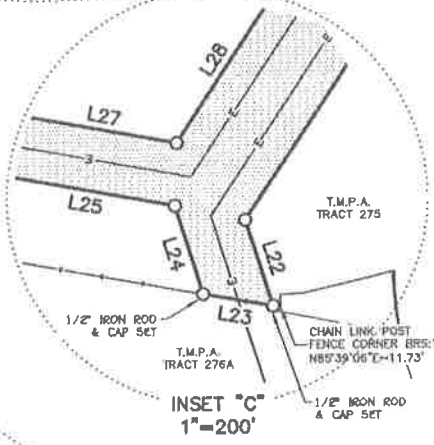
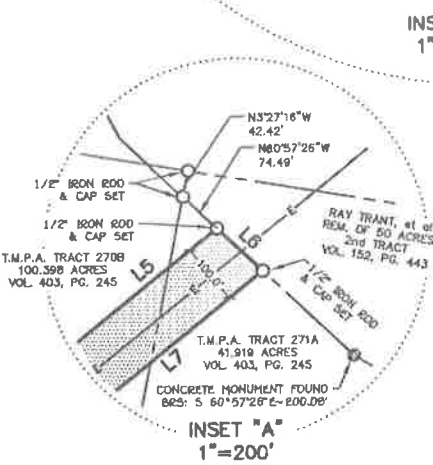
JOHN F. MARTIN SURVEY, A-312
PHILIP GOODBREAD SURVEY, A-223
GRIMES COUNTY, TEXAS
SCALE: 1"=1000' NOVEMBER, 2016

SURVEYED: NOVEMBER, 2016
S.M. Kling
BY: S.M. KLING R.P.L.S. NO. 2003

CEC
CIVIL ENGINEERING CONSULTANTS
4101 G. TEXAS AV. STE A
BRYAN, TX 77802 --- (979)846-6212
TEXAS FIRM REGISTRATION NUMBERS
ENG. F-2214 & SURVEYING 100410-00



LINE TABLE	
LINE	BEARING
L1	N86°12'37"E~213.31'
L2	S02°47'14"E~132.45'
L3	S11°50'45"E~1042.76'
L4	S34°12'56"E~1950.25'
L5	N36°26'20"E~1774.25'
L6	S80°57'26"E~100.84'
L7	S36°26'20"W~1647.59'
L8	S33°43'22"E~5934.77'
L9	S70°02'50"W~570.24'
L10	N00°03'11"W~163.38'
L11	S56°03'41"W~794.96'
L12	S38°37'36"W~320.23'
L13	S18°57'22"W~68.58'
L14	S89°58'51"E~325.83'
L15	S11°13'45"W~15.47'
L16	N85°20'05"E~185.76'
L17	S89°58'51"E~446.25'
L18	S00°01'09"W~100.00'
L19	N89°58'51"W~671.55'
L20	S80°31'56"W~340.91'
L21	S18°57'22"W~2853.83'
L22	S31°57'16"E~145.40'
L23	S85°39'06"W~112.85'
L24	N31°57'16"W~149.76'
L25	S86°08'42"W~1816.51'
L26	N11°05'41"W~100.80'
L27	N86°08'42"E~1813.79'
L28	N18°57'22"E~2892.72'
L29	N38°37'36"E~531.15'
L30	N56°03'41"E~843.94'
L31	N33°43'22"W~5574.94'
L32	N34°12'56"W~2253.45'
L33	N03°19'54"W~1065.63'



NOTES:

1. BEARINGS BASED ON GRID NORTH - NAD27 DATUM. TWO RECORD TMPA MONUMENTS WERE USED TO ESTABLISH BEARINGS: 0" OCTAGONAL CONCRETE MONUMENT FOUND AT THE WESTERLY NORTHWEST CORNER OF TMPA TRACT 2688 WHICH IS PART OF THE 173,078 (TMPA TRACT 268) ACRE TRACT, VOL. 378, PG. 733 (N(Y)=10,222,752.71, E(X)=3,627,117.72, LAT=30°38'33"N, LONG=98°06'04"W). 0" OCTAGONAL CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE 41.919 ACRE 1st TRACT (TMPA), VOL. 385, PG. 900 (N(Y)=10,213,400.27, (X)=3,645,043.97, LAT=30°38'54"N, LONG=98°02'43"W). RECORD BEARING BETWEEN THESE TWO MONUMENTS=N 62d28'54" W. MEASURED DIST=20,219.28 FL

SURVEY PLAT
OF
TEXAS MUNICIPAL POWER AGENCY
(GIBBONS CREEK RESERVOIR)
VARIABLE WIDTH
ELECTRICAL EASEMENT
103.34 ACRES

JOHN F. MARTIN SURVEY, A-312
PHILIP GOODBREAD SURVEY, A-223
GRIMES COUNTY, TEXAS
SCALE: 1"=1000' NOVEMBER, 2016
PAGE 4 OF 4

CEC CIVIL ENGINEERING CONSULTANTS
4101 S. TEXAS AV. STE. A
IRVING, TX 77030 (972)448-0212
TEXAS FIRM REGISTRATION NUMBERS
ENR. F.2214 & SURVEYING 100410-03

T-2
DESCRIPTION OF 85.40-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 85.40 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 85.40 acres, lying and being situated in the John F. Martin Survey, Abstract No. 312, and in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the following tracts:

- TMPA Tr. 267-B – 90.016 acres described in the deed recorded in Volume 378, Page 717, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 268 – 173.078 acres described in the deed recorded in Volume 378, Page 733, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 270-C – 8.227 acres, TMPA Tr. 270-B – 100.398 acres, TMPA Tr. 271-A – 41.919 acres and TMPA Tr. 270-A – 33.730 acres described in the deed recorded in Volume 403, Page 245, of the Real Property Records of Grimes County, Texas;
- TMPA Tr. 274 – 425.126 acre (Tr. "B"), and TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING at the concrete monument found (MUERY) marking the northwest corner of the beforementioned TMPA Tr. 267-B (90.016 acres);

THENCE N 86° 12' 37" E along the north line of the beforementioned TMPA Tr. 267-B, same being the south line of the Maxwell – called 44.88 acre – Tr. 2, described in the deed recorded in Volume 633, Page 376, of the Real Property Records of Grimes County, Texas, adjacent to a fence, for a distance of 1181.61 feet to a ½" iron rod and cap set at the **PLACE OF BEGINNING** of this description;

THENCE N 86° 12' 37" E continuing along the north line of the beforementioned TMPA Tr. 267-B, for a distance of 213.31 feet to a ½" iron rod set, from which a ½" iron rod set at the interior ell corner of TMPA Tr. 267-B bears N 86° 12' 37" E – 695.34 feet;

THENCE through the interior of the beforementioned 90.016 acre, the 173.078 acre, the 8.227 acre the 100.398 acre and the 41.919 acre tracts, as follows:

S 02° 47' 14" E	for a distance of 132.45 feet to angle point,
S 11° 50' 45" E	for a distance of 1042.76 feet to angle point,
S 34° 12' 56" E	for a distance of 1950.25 feet and corner,
N 36° 26' 20" E	for a distance of 1774.25 feet to a ½" iron rod set in the northeast line of the 41.919 acre tract, from which a ½" iron rod set at the northwest corner of the 41.919 acre tract bears N 60° 57' 26" W – 74.49 feet and N 03° 27' 19" W – 42.42 feet;

THENCE S 60° 57' 26" E along the northeast line of the beforementioned TMPA Tr. 271-A – 41.919 acres for a distance of 100.84 feet to a ½" iron rod set, from which a concrete monument found (MUERY) at angle point corner of the 41.919 acre tract bears S 60° 57' 26" E – 200.08 feet;

THENCE through the interior of the beforementioned 41.919 acre, the 100.398 acre, the 8.227 acre, the 33.730 acre and the 425.126 acre tracts, as follows:

S 36° 26' 20" W	for a distance of 1647.59 feet and corner,
S 33° 43' 22" E	for a distance of 5934.77 feet and corner in the north line of the 19.68 acre – Gibbons Creek Switch Station tract, from which a ½" iron rod found marking a north angle point corner of the 19.68 acre tract bears N 70° 02' 50" E – 13.04 feet;

THENCE S 70° 02' 50" W along the north line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, for a distance of 570.24 feet and corner, from which a ½" iron rod found marking a northwest corner of the 19.68 acre tract bears S 70° 02' 50" W – 177.05 feet;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 00° 03' 11" W	for a distance of 163.38 feet and corner,
S 56° 03' 41" W	for a distance of 794.96 feet to angle point,
S 38° 37' 36" W	for a distance of 320.23 feet to angle point,
S 18° 57' 22" W	for a distance of 68.58 feet and corner in the north line of the 17.94 acre – variable width electrical easement;

THENCE N 89° 58' 51" W along the north line of said 17.94 acre tract, for a distance of 157.51 feet to the northerly northwest corner of said 17.94 acre easement;

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 85.40 Acres
John F. Martin Survey, A-312
Philip Goodbread Survey, A-223
Grimes County, Texas
Continued – Page 2

THENCE through the interior of the beforementioned TMPA Tracts 275, 274, 270-A, 270-B, 270-C, 268 and 267-B, as follows:

N 38° 37' 36" E	for a distance of 498.43 feet to angle point,
N 56° 03' 41" E	for a distance of 843.94 feet and corner,
N 33° 43' 22" W	for a distance of 5574.94 feet to angle point,
N 34° 12' 56" W	for a distance of 2253.45 feet to angle point,
N 03° 19' 54" W	for a distance of 1065.63 feet to the PLACE OF BEGINNING , encompassing 85.40 acres of land, more or less.



Surveyed: April, 2017

By:

A large, stylized handwritten signature in black ink, appearing to read "S.M. Kling".

S. M. Kling
R.P.L.S. No. 2003

Prepared 11/20/16
Revised 04/24/17 – reduced to 85.40 acres
Cec2016-TMPA Variable Width Ezmt – 85.40ac – 449805
BCS Proj_2016-E0449805 - field notes file

T-3
DESCRIPTION OF 17.94-ACRE RESERVED TRANSMISSION EASEMENT IS
ATTACHED.

Texas Municipal Power Agency (TMPA)
Variable Width Electrical Easement – 17.94 Acres
Philip Goodbread Survey, A-223
Grimes County, Texas

Field notes of a variable width electrical easement – 17.94 acres, lying and being situated in the Philip Goodbread Survey, Abstract No. 223, Grimes County, Texas, and being part of and lying across the TMPA Tr. 275 – 477.578 acre (Tr. "C"), described in the deed recorded in Volume 344, Page 280, of the Real Property Records of Grimes County, Texas, and said variable width easement being more particularly described as follows:

COMMENCING at the ½" iron rod and cap set at the southwest corner of TMPA – Power Plant & Gibbons Creek Reservoir – 6166.56 acre (net) tract, same being at the intersection of the common line between TMPA Tracts 275 and 276A with the east right-of-way line of Farm to Market Road No. 244 (80' wide right-of-way), from which an 8" creosote post fence corner bears N 89° 16' 25" E – 6.2 feet and a 6" creosote post fence corner at gate bears N 86° 28' 20" E – 14.4 feet;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, for a distance of 127.26 feet to a nail set at the **PLACE OF BEGINNING** of this description;

THENCE N 11° 05' 41" W along the east right-of-way line of F.M. No. 244, (80' wide right-of-way), for a distance of 100.80 feet to a nail set;

THENCE through the interior of the beforementioned TMPA Tract 275, as follows:

N 86° 08' 42" E	for a distance of 1813.79 feet and corner,
N 18° 57' 22" E	for a distance of 2892.72 feet to angle point,
N 38° 37' 36" E	for a distance of 32.72 feet and corner,
S 89° 58' 51" E	along the common line with the 85.40 acre – variable width electric easement, at a distance of 157.51 feet, pass a southeast corner of said 85.40 acre easement, continue on, for a total distance of 483.34 feet and corner in the southwest line of the 19.68 acre – Gibbons Creek Switch Station tract;

THENCE S 11° 13' 45" W along the west line of the beforementioned 19.68 acre tract, for a distance of 15.47 feet to a ½" iron rod found marking the southwest corner of the 19.68 acre tract;

THENCE along the south line of the beforementioned 19.68 acre - Gibbons Creek Switch Station Tract, as follows:

N 85° 20' 05" E	for a distance of 185.76 feet to a ½" iron rod found,
S 89° 58' 51" E	for a distance of 446.25 feet and corner;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

S 00° 01' 09" W	for a distance of 100.00 feet and corner,
N 89° 58' 51" W	for a distance of 671.55 feet and corner,
S 80° 31' 56" W	for a distance of 340.91 feet to angle point,
S 18° 57' 22" W	for a distance of 2853.83 feet to angle point,
S 31° 57' 16" E	for a distance of 145.40 feet to a ½" iron rod set in existing fence, being in the westerly south line of the TMPA 6166.56 acre tract, from which a chain link fence post corner bears N 85° 39' 06" E – 11.73 feet;

THENCE S 85° 39' 06" W along said fence and TMPA 6166.56 acre tract, for a distance of 112.85 feet to a ½" iron rod set;

THENCE through the interior of the beforementioned TMPA Tr. 275, as follows:

N 31° 57' 16" W	for a distance of 149.76 feet and corner,
S 86° 08' 42" W	for a distance of 1816.51 feet to the PLACE OF BEGINNING , encompassing 17.94 acres of land, more or less.



Surveyed: April 2017

S. M. Kling
R.P.L.S. No. 2003

T-4

DESCRIPTION OF 1.19-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

Texas Municipal Power Agency (TMPA)
175' Wide Electrical Easement - 1.19 Acres
Tandy H. Walker Survey, A-471
Grimes County, Texas
Page 1 of 2

Field notes of a 175' wide electrical easement - 1.19 acres, lying and being situated in the Tandy H. Walker Survey, Abstract No. 471, Grimes County, Texas, and being part of the called 13.035 acre - TMPA Tr. 254-L described in the deed to TMPA as recorded in Volume 415, Page 899, of the Real Property Records of Grimes County, Texas, and being part of TMPA Tr. 254-M - 23.179 acres (no deed found), and said easement being 175' wide and being more particularly described as follows:

COMMENCING at the ½" iron rod found at a 7" creosote post fence corner marking the northwest corner of the TMPA Tr. 254-1 - 251.98 acres as recorded in Volume 635, Page 824, of the Real Property Records of Grimes County, Texas, same being the east line of the beforementioned 13.035 acre tract and being in the north line of the TMPA 6169.34 tract and being the southwest corner of the Lyndell Nolan Beene, Jr., - called 132.55 acre - Tr. 3, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas;

THENCE N 02° 05' 26" E along the common line between the beforementioned 13.035 acre tract and the beforementioned 132.55 acre tract, adjacent to a fence, for a distance of 1675.75 feet to the PLACE OF BEGINNING of this description;

THENCE S 36° 26' 28" W across the beforementioned 13.035 acre - TMPA Tr. 254-L, and the beforementioned 23.179 acre - TMPA Tr. 254-M, and across County Road No. 164, parallel with and 87.5 feet southeast of overhead electric transmission lines, for a distance of 296.22 feet and corner in the east line of TMPA Tr. 254-M, same being the west line of County Road No. 164, and in the east line of the Jerald Hulon Beene - called 143.62 acre - Tr. 1, described in the deed recorded in Volume 1364, Page 138, of the Real Property Records of Grimes County, Texas, from which a ½" iron rod set in the west line of the 23.179 acre tract at a northwest corner of the TMPA 6169.34 acre tract bears S 01° 58' 22" W - 1444.77 feet;

THENCE N 01° 58' 22" E along the common line between the beforementioned 23.179 acre - TMPA Tr. 254-M and the beforementioned Beene - 143.62 acre tract, adjacent to a fence, west of County Road 164, for a distance of 309.21 feet and corner;

THENCE N 36° 26' 28" E across the beforementioned TMPA Tr. 254-M and 254-L, across County Road No. 164, parallel and 87.5 feet northwest of existing overhead electrical transmission line, for a distance of 297.35 feet and corner in the common line between the TMPA Tr. 254L and the beforementioned 132.55 acre tract, from which a 5" hexagonal concrete marker found marking the northeast corner of the TMPA Tr. 254-L bears N 02° 05' 27" E - 1924.13 feet;

THENCE S 02° 05' 27" W along the common line between the beforementioned TMPA Tr. 254-L and the beforementioned Beene - 132.55 acre tract, adjacent to a fence, for a distance of 310.14 feet to the PLACE OF BEGINNING, encompassing 1.19 acres of land, more or less.



Surveyed: August - November, 2016

By: 
S. M. Kling
R.P.L.S. No. 2003

T-5

DESCRIPTION OF 0.91-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

Texas Municipal Power Agency (TMPA)
 Variable Width Electrical Easement - 0.91 Acre
 Wm. Fitz Gibbons Survey, A-15
 Grimes County, Texas

Field notes of a variable width electrical easement - 0.91 acre, lying and being situated in the Wm. Fitz Gibbons Survey, Abstract No. 15, Grimes County, Texas, and being part of the called 136.359 acre - TMPA Tr. 231-C described in the deed from Russell S. Butaud, Jr., et al, to TMPA as recorded in Volume 474, Page 30, of the Real Property Records of Grimes County, Texas, and said easement being a maximum of 100' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod set at the most northerly and westerly northwest corner of the beforementioned 136.359 acre tract, same being in or near the north line of the abovementioned Fitz Gibbons Survey, from which a 5" hexagonal concrete marker found bears S 05° 53' 24" E - 22.34 feet;

THENCE S 39° 57' 26" E along the northerly and westerly southwest line of the beforementioned 136.359 acre tract, for a distance of 69.68 feet to the PLACE OF BEGINNING of this description;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of overhead electric transmission line, for a distance of 121.89 feet to a north line of the 136.359 acre tract;

THENCE along the northerly lines of the beforementioned 136.359 acre tract, as follows:
 S 64° 37' 01" E for a distance of 86.46 feet to angle point corner,
 N 58° 41' 37" E for a distance of 88.43 feet and corner;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of overhead electric transmission line, for a distance of 96.03 feet to the northerly line of the 136.359 acre tract;

THENCE along the northerly lines of the beforementioned 136.359 acre tract, as follows:
 S 65° 05' 24" E for a distance of 190.29 feet to angle point corner,
 S 35° 05' 21" E for a distance of 11.78 feet and corner;

THENCE S 86° 41' 22" W across the beforementioned 136.359 acre tract, parallel with and 50' south of overhead electric transmission line (said electric line centered on high tension transmission line towers), for a distance of 471.34 feet and corner in the northerly and westerly southwest line of the 136.359 acre tract;

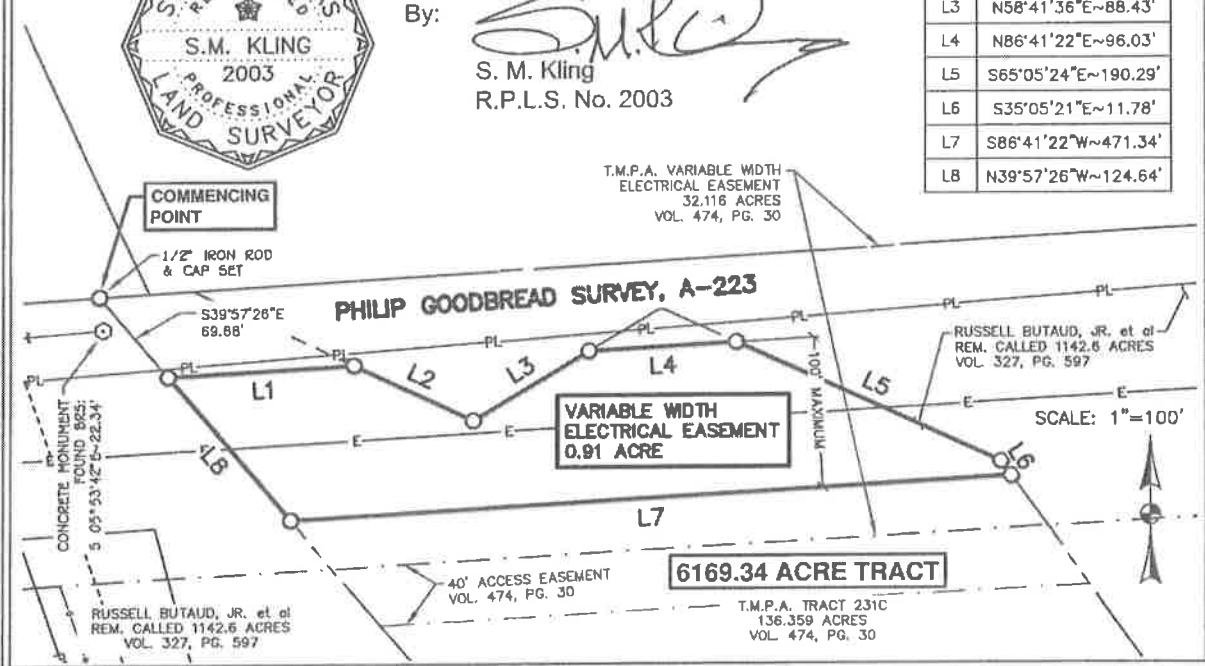
THENCE N 39° 57' 26" W along the northernmost and westerly southwest line of the beforementioned 136.359 acre tract, for a distance of 124.64 feet to the PLACE OF BEGINNING, encompassing 0.91 acre of land, more or less.

LINE TABLE	
LINE	BEARING
L1	N86°41'22"E~121.89'
L2	S64°37'01"E~86.46'
L3	N58°41'36"E~88.43'
L4	N86°41'22"E~96.03'
L5	S65°05'24"E~190.29'
L6	S35°05'21"E~11.78'
L7	S86°41'22"W~471.34'
L8	N39°57'26"W~124.64'

Surveyed: August - November, 2016

By:

S.M. Kling
 S. M. Kling
 R.P.L.S. No. 2003



T-6

DESCRIPTION OF 0.29-ACRE RESERVED TRANSMISSION EASEMENT IS ATTACHED.

Texas Municipal Power Agency (TMPA)
 100' Wide Electrical Easement - 0.29 Acre
 Wm. Fitz Gibbons Survey, A-15
 Grimes County, Texas

Field notes of a 100' wide electrical easement - 0.29 acre, lying and being situated in the Wm. Fitz Gibbons Survey, Abstract No. 15, Grimes County, Texas, and being part of the called 136.359 acre - TMPA Tr. 231-C described in the deed from Russell S. Butaud, Jr., et al, to TMPA as recorded in Volume 474, Page 30, of the Real Property Records of Grimes County, Texas, and said easement being 100' wide and being more particularly described as follows:

COMMENCING at the 1/2" iron rod set at the most easterly and northerly northeast corner of the beforementioned 136.359 acre tract, same being in or near the north line of the abovementioned Fitz Gibbons Survey, from which a hexagonal concrete marker found bears N 06° 57' 28" W - 13.88 feet;

THENCE S 04° 36' 24" E along the northernmost east line of the beforementioned 136.359 acre tract, for a distance of 59.68 feet to the PLACE OF BEGINNING of this description;

THENCE along the easterly lines of the beforementioned 136.359 acre tract, as follows:

- S 04° 36' 24" E for a distance of 43.98 feet to angle point corner,
- S 49° 39' 41" W for a distance of 93.05 feet and corner;

THENCE S 86° 41' 22" W across the beforementioned 136.359 acre tract, parallel with and 50' south of overhead electrical transmission line (said electric line centered on high tension transmission line towers), for a distance of 118.79 feet to the northerly northwest line of the 136.359 acre tract, from which a 5" hexagonal concrete marker found marking angle point corner of the 136.359 acre tract bears S 34° 46' 42" W - 144.15 feet;

THENCE along the northerly and easterly northwest line of the beforementioned 136.359 acre tract, as follows:

- N 34° 46' 42" E for a distance of 45.41 feet to angle point corner,
- N 42° 07' 40" E for a distance of 91.58 feet and corner, from which a 1/2" iron rod & cap set at the easterly northwest corner of the 136.359 acre tract bears N 42° 07' 40" E - 84.79 feet;

THENCE N 86° 41' 22" E across the beforementioned 136.359 acre tract, parallel with and 50' north of the center of overhead electrical transmission line for a distance of 98.82 feet to the PLACE OF BEGINNING, encompassing 0.29 acre of land, more or less.



Surveyed: August - November, 2016

By: 
 S. M. Kling
 R.P.L.S. No. 2003

LINE	BEARING
L1	S04°36'24"E~43.98'
L2	S49°39'41"W~93.05'
L3	S86°41'22"W~118.79'
L4	N34°46'42"E~45.41'
L5	N42°07'40"E~91.58'
L6	N86°41'22"E~98.82'

