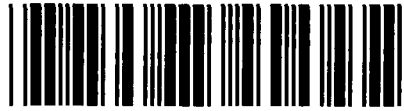




Control Number: 50690



Item Number: 2

Addendum StartPage: 0



APPLICATION OF ELECTRIC
TRANSMISSION TEXAS, LLC TO
AMEND ITS CERTIFICATES OF
CONVENIENCE AND NECESSITY FOR
THE PROPOSED RELOJ DEL SOL
345-KV TRANSMISSION LINE IN
ZAPATA COUNTY

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BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

APPLICATION

APRIL 7, 2020

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Application	2
List of Attachments	17
Attachment 1a.....	18
Attachment 1b	20
Attachment 1b(a).....	42
Attachment 1c.....	49
Attachment 2	94
Attachment 3	202
Attachment 4	258
Attachment 5	259
Attachment 6	260
Attachment 7	261
Attachment 8a.....	262
Attachment 8b	264
Attachment 8c.....	265
Attachment 8d	266
Attachment 8e.....	271
Attachment 8f.....	272
Attachment 8g	273
Attachment 9a.....	274
Attachment 9b	276
Attachment 10a.....	277
Attachment 10b	279
Attachment 11	280
Attachment 12a.....	282
Attachment 12b	286
Attachment 13	287
Attachment 14a.....	288
Attachment 14b	289
Attachment 15	290

**APPLICATION OF ELECTRIC TRANSMISSION TEXAS,
LLC TO AMEND ITS
CERTIFICATES OF CONVENIENCE
AND NECESSITY FOR THE
PROPOSED RELOJ DEL SOL 345-KV
TRANSMISSION LINE IN
ZAPATA COUNTY**

DOCKET NO. 50690

Submit seven (7) copies of the application and all attachments supporting the application: If the application is being filed pursuant to 16 Tex. Admin. Code § 25.101(b)(3)(D) (TAC) or 16 TAC § 25.174, include in the application all direct testimony. The application and other necessary documents shall be submitted to:

**Public Utility Commission of Texas
Attn: Filing Clerk
1701 N. Congress Ave.
Austin, Texas 78711-3326**

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

Applicant, Electric Transmission Texas, LLC (ETT) requests that all parties serve copies of all pleadings, discovery, correspondence, and other documents on the following ETT representative:

Service Contact:

Jerry Huerta
State Bar No. 24004709
AEP Service Corporation
400 W. 15th Street, Suite 1520
Austin, Texas 78701
(512) 481-3323 (Telephone)
(512) 481-4591 (Facsimile)
jnhuerta@aep.com
Attorney for Electric Transmission Texas, LLC

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

1. **Applicant (Utility) Name:** Electric Transmission Texas, LLC
 Certificate Number: 30193 and 30194
 Street Address: 400 W. 15th Street, Suite 800
 Austin, TX 78701
 Mailing Address: 400 W. 15th Street, Suite 800
 Austin, TX 78701

2. **Please identify all entities that will hold an ownership interest or an investment interest in the proposed project but which are not subject to the Commission's jurisdiction.**
 Not Applicable

3. **Person to Contact:** Randal E. Roper, PE
 Title/Position: Regulatory Case Manager – AEP Texas Inc.
 Phone Number: (512) 481 – 4572
 Mailing Address: 400 W. 15th Street, Suite 1520
 Austin, TX 78701
 Email Address: reropert@aep.com

 Alternate Contact: Roy R. Bermea
 Title/Position: Regulatory Consultant– AEP Texas Inc.
 Phone Number: (512) 481 – 4575
 Mailing Address: 400 W. 15th Street, Suite 1520
 Austin, TX 78701
 Email Address: rrbermea@aep.com

 Legal Counsel: Jerry Huerta – AEP Service Corporation
 Phone Number: (512) 481 – 3323
 Mailing Address: 400 W. 15th Street, Suite 1520
 Austin, TX 78701
 Email Address: jnhuerta@aep.com

Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County

4. Project Description:

Name or Designation of Project:

Application of Electric Transmission Texas, LLC to amend its certificates of convenience and necessity for the proposed Reloj del Sol 345-kV transmission line in Zapata County (Application)

Provide a general description of the project, including the design voltage rating (kV), the operating voltage (kV), the CREZ Zone(s) (if any) where the project is located (all or in part), any substations and/or substation reactive compensation constructed as part of the project, and any series elements such as sectionalizing switching devices, series line compensation, etc. For HVDC transmission lines, the converter stations should be considered to be project components and should be addressed in the project description.

Electric Transmission Texas, LLC (ETT) is proposing to design and construct the proposed Reloj del Sol 345-kilovolt (kV) transmission line in Zapata County, Texas (Project), to interconnect a new wind generation facility. The proposed transmission line will be constructed and operated as a single-circuit 345-kV transmission line using tangent monopole structures. The proposed transmission line to be constructed begins at a tap point to one of the 345-kV circuits on the existing ETT Lobo to North Edinburg 345-kV transmission line near Structure 251 A, which is located at the north end of Los Potreritos Road approximately 1.76 mile northeast of this road's intersection with U.S. Hwy 83. The proposed transmission line would continue from this tap point to the northeast for a short distance of approximately 0.13 mile before turning to the southeast and continuing for approximately 1.51 miles and then turn northeast and continues for approximately 3.14 miles before turning to the southeast again where it continues for approximately 0.6 miles before it ends at a deadend structure just outside the transmission customer's Reloj del Sol Wind Farm LLC (Reloj del Sol Wind Farm) substation. This substation is located approximately 3,700 feet northwest of Farm-to-Market (FM) Road 3169 and approximately 4 miles northeast of where FM 3169 crosses under the existing ETT Lobo to North Edinburg 345-kV transmission line northeast of the community of San Ygnacio. The proposed Project will be approximately 5.4 miles long along a route where consent through option agreements has been provided for those properties crossed by the proposed transmission line (Consensus Route). The Consensus route will require a 150-foot right-of-way (ROW).

Written consent or an option agreement for each property owner crossed or directly impacted by a habitable structure being within 500 feet of the centerline have been obtained for the Consensus Route. Attachment 1a to the Application is for the written consent obtained and Attachments 1b, 1b(a), and 1c to this Application are for the option agreements obtained. The written consent was obtained from Marco Flores who owns two habitable structures within 500 feet of the Consensus Route, but whose property is not crossed by the Consensus Route. The first two option agreement documents, 1b and 1b(a) are between Reloj del Sol Wind Farm and Lauro Martinez. These option documents grants Reloj del Sol Wind Farm the ability to purchase the property for a future switchyard and related interconnection facilities and the ability to assign such property to another entity in whole or in part. ETT and Reloj del Sol Wind Farm have agreed to the location of the future switchyard and the routing of the new interconnection transmission line across the property. The other option agreement, Attachment 1c, is between Reloj del Sol Wind Farm and the J.W. & D.L. Braman Childrens Limited Partnership. The option agreement provides a Transmission Easement Agreement for the routing of the transmission line across the property as being presented in this Application. Reloj del Sol wind Farm has the right to assign the transmission line agreement to another entity and supports the Consensus Route. Reloj del Sol Wind Farm has represented to ETT that upon approval of the CCN application Reloj del Sol Wind Farm will be able to transfer these options/easement agreements to ETT for its final easement processing and recording.

If the project will be owned by more than one party, briefly explain the ownership arrangements between the parties and provide a description of the portion(s) that will be owned by each party. Provide a description of the responsibilities of each party for implementing the project (design, Right-Of-Way acquisition, material procurement, construction, etc.).

Not applicable. The Project that is the subject of the Application will be owned solely by ETT.

Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County

Identify and explain any deviation in transmission project components from the original transmission specifications as previously approved by the Commission or recommended by a PURA § 39.151 organization.

Not applicable. There are no transmission specifications that have been previously approved by the Commission for this Project. The Electric Reliability Council of Texas (ERCOT) Nodal Protocols Section 3.11 relating to Transmission Planning defines a project that is to interconnect new generation as a "neutral project", which is not required to be submitted for ERCOT Regional Planning Group (RPG) review. Since the Project was not submitted for RPG review, ERCOT did not provide any specific transmission specifications for the Project. Thus, there have been no deviations in the transmission Project components from the original transmission specifications previously recommended by ERCOT (a PURA § 39.151 organization).

5. Conductor and Structures:

Conductor Size and Type

The conductor to be used for the Project is 795 KCM ACSR (Drake), 26/7 Stranded with OPGW shield wire.

Number of conductors per phase

The Project will be constructed with two (2) conductors per phase.

Continuous Summer Static Current Rating (A)

The Continuous Summer Static Current Rating for the Project is 1830 Amps.

Continuous Summer Static Line Capacity at Operating Voltage (MVA)

The Continuous Summer Static Line Capacity at Operating Voltage for the Project is 1094 MVA.

Continuous Summer Static Line Capacity at Design Voltage (MVA)

The Continuous Summer Static Line Capacity at Design Voltage for the Project is 1094 MVA.

Type and composition of Structures

The Project will be constructed primarily using direct embedded concrete pole tangents and self-supporting tubular steel monopole structures.

Height of Typical Structures

The typical structure for the Project will be approximately 100 feet to 140 feet in height; however, the height may vary depending on the clearance requirements at a particular location, due to the terrain, span lengths, and overhead obstructions.

Estimated Maximum Height of Structures

The estimated maximum height of structures is 170 feet above ground.

Explain why these structures were selected; include such factors as landowner preference, engineering considerations, and costs comparisons to alternate structures that were considered. Provide dimensional drawings of the typical structures to be used in the project.

The specific area of the Project is used for farming and ranching. Self-supporting tubular steel monopole structures were selected for this Project for their reduced footprint on the land and area land uses. In addition, the steel monopole structures provide the necessary strength to support the conductor loads required for the Project. Monopole tubular steel structures are also cost competitive for this Project application.

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

Dimensional drawings of the typical monopole single-circuit are included as Figures 1-2 of the *Environmental Assessment of the Proposed Reloj del Sol 345-kV Interconnection Project in Zapata County, Texas* (EA). This document was prepared for ETT by routing consultant, Quanta Environmental, and is included as Attachment 2 to this Application.

For joint applications, provide and separately identify the above-required information regarding structures for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

6. Right-of-way:

Miles of Right-of-Way

The number of miles of right-of-way for the proposed Project is approximately 5.4 miles.

Miles of Circuit

The transmission line is single circuit construction so the circuit miles is approximately 5.4 miles.

Width of Right-of-Way

The typical right-of-way for the Project will be 150 feet in width.

Percent of Right-of-Way Acquired

None of the right-of-way (0%) has been acquired on private property at this time.

For joint applications, provide and separately identify the above-required information for each route for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

Provide a brief description of the area traversed by the transmission line. Include a description of the general land uses in the area and the type of terrain crossed by the line.

The area traversed by the Consensus Route is located in the Interior Coastal Plains Physiographic Province, which extends to the Rio Grande River in southern Texas. The region consists of uncemented sands among weaker shales that erode into long, sandy ridges. The Study Area elevations range from a high of 500 feet from mean sea level (msl) in the northeast corner to a low of 350 feet above msl along the southern boundary at the Arroyo San Francisco. There are no incorporated cities located within the rural Study Area which is dominated by grasslands and shrublands. Development in the area is primarily limited to private ranches and farms, and a small concentration of single-family residences in the northwest corner of the Study Area.

Specific discussion regarding natural, human, and cultural resources in the Study Area is presented in Section 3 of the Environmental Assessment (Attachment 2 of this Application).

7. Substations or Switching Stations:

List the name of all existing HVDC converter stations, substations or switching stations that will be associated with the new transmission line. Provide documentation showing that the owner(s) of the existing HVDC converter stations, substations and/or switching stations have agreed to the installation of the required project facilities.

Not applicable.

List the name of all new HVDC converter stations, substations or switching stations that will be associated with the new transmission line. Provide documentation showing that the owner(s) of the new HVDC

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

converter stations, substations and/or switching stations have agreed to the installation of the required project facilities.

Not applicable.

8. Estimated Schedule:

<u>Estimated Dates of:</u>	<u>Start</u>	<u>Completion</u>
<i>Right-of-way and Land Acquisition</i>		
<i>Engineering and Design</i>	November 2019	May 2020
<i>Material and Equipment Procurement</i>	March 2020	September 2020
<i>Construction of Facilities</i>	July 2020	November 2020
<i>Energize Facilities</i>	-----	November 2020

9. Counties:

For each route, list all counties in which the route is to be constructed.

The Consensus Route for the Project is located entirely within Zapata County.

10. Municipalities:

For each route, list all municipalities in which the route is to be constructed.

The Consensus Route for the Project is not located within the incorporated boundaries of any municipality.

For each applicant, attach a copy of the franchise, permit or other evidence of the city's consent held by the utility, if necessary or applicable. If franchise, permit, or other evidence of the city's consent has been previously filed, provide only the docket number of the application in which the consent was filed. Each applicant should provide this information only for the portion(s) of the project which will be owned by the applicant.

Not applicable.

11. Affected Utilities:

Identify any other electric utility served by or connected to facilities in this application.

There is no other electric utility served by or directly connected to this Project.

Describe how any other electric utility will be affected and the extent of the other utilities' involvement in the construction of this project. Include any other utilities whose existing facilities will be utilized for the project (vacant circuit positions, ROW, substation sites and/or equipment, etc.) and provide documentation showing that the owner(s) of the existing facilities have agreed to the installation of the required project facilities.

Not applicable.

12. Financing:

Describe the method of financing this project. For each applicant that is to be reimbursed for all or a portion of this project, identify the source and amount of the reimbursement (actual amount if known, estimated amount otherwise) and the portion(s) of the project for which the reimbursement will be made.

Funds for this Project will come from short-term borrowings and owner equity.

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

13. Estimated Costs:

Provide cost estimates for each route of the proposed project using the following table. Provide a breakdown of "Other" costs by major cost category and amount. Provide the information for each route in an attachment to this application.

	<u>Transmission Facilities</u>
Right-of-way and Land Acquisition	\$ 200,000
Engineering and Design (Utility)	100,000
Engineering and Design (Contract)	669,000
Procurement of Material and Equipment (including stores)	2,500,000
Construction of Facilities (Utility)	650,000
Construction of Facilities (Contract)	2,981,000
Other (all costs not included in the above categories)	0
Estimated Total Cost	\$ 7,100,000

For joint applications, provide and separately identify the above-required information for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

14. Need for the Proposed Project:

For a standard application, describe the need for the construction and state how the proposed project will address the need. Describe the existing transmission system and conditions addressed by this application. For projects that are planned to accommodate load growth, provide historical load data and load projections for at least five years. For projects to accommodate load growth or to address reliability issues, provide a description of the steady state load flow analysis that justifies the project. For interconnection projects, provide any documentation from a transmission service customer, generator, transmission service provider, or other entity to establish that the proposed facilities are needed. For projects related to a Competitive Renewable Energy Zone, the foregoing requirements are not necessary; the applicant need only provide a specific reference to the pertinent portion(s) of an appropriate commission order specifying that the facilities are needed. For all projects, provide any documentation of the review and recommendation of a PURA § 39.151 organization.

A new transmission service customer, Reloj del Sol Wind Farm, LLC, has requested ETT to interconnect its proposed 209-megawatt (MW) wind generating facility to ETT's transmission network. An Interconnect Agreement between ETT and the transmission service customer has been executed. This proposed 345-kV transmission Project is designed to directly interconnect the new wind development into an ETT existing transmission line.

Under 16 TAC Rule § 25.198(b), a transmission service provider is required to provide service to a transmission customer when certain conditions are met, including execution of an interconnection agreement. The ERCOT Standard Generation Interconnection Agreement between ETT and Reloj del Sol Wind Farm, LLC is included in this Application as Attachment 3. Additionally, 16 TAC § 25.195(c)(1) provides as follows: "When an eligible transmission service customer requests transmission service for a new generation source that is planned to be interconnected with a TSP's transmission network, the transmission service customer shall be responsible for the cost of installing step-up transformers to transform the output of the generator to a transmission voltage level and protective devices at the point of interconnection capable of electrically isolating the generation source owned by the transmission service

Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County

customer. The TSP shall be responsible, pursuant to paragraph (2) of this subsection, for the cost of installing any other interconnection facilities that are designed to operate at a transmission voltage level and any other upgrades on its transmission system that may be necessary to accommodate the requested transmission service.”

The ERCOT Regional Planning Group (RPG) Charter and Procedures defines a project that is directly associated with the interconnection of new generation as a “neutral project”, which is not required to be submitted for RPG review. Therefore, there is no documentation of a review or a recommendation of a PURA § 39.151 organization.

15. Alternatives to Project:

For a standard application, describe alternatives to the construction of this project (not routing options). Include an analysis of distribution alternatives, upgrading voltage or bundling of conductors of existing facilities, adding transformers, and for utilities that have not unbundled, distributed generation as alternatives to the project. Explain how the project overcomes the insufficiencies of the other options that were considered.

Not applicable. Because this Project entails an interconnection of a wind generation service customer directly to the transmission network, there are no practical alternatives to the Project.

16. Schematic or Diagram:

For a standard application, provide a schematic or diagram of the applicant's transmission system in the proximate area of the project. Show the location and voltage of existing transmission lines and substations, and the location of the construction. Locate any taps, ties, meter points, or other facilities involving other utilities on the system schematic.

A schematic of the transmission system in the proximate area of the Project is included with this application as Attachment 4.

17. Routing Study:

Provide a brief summary of the routing study that includes a description of the process of selecting the study area, identifying routing constraints, selecting potential line segments, and the selection of the routes. Provide a copy of the complete routing study conducted by the utility or consultant. State which route the applicant believes best addresses the requirements of PURA and P.U.C. Substantive Rules.

ETT retained Quanta Environmental Solutions (Quanta Environmental) to prepare the **Environmental Assessment of the Proposed Reloj del Sol 345-kV Interconnection Project in Zapata County, Texas** (Environmental Assessment (EA)). A copy of the complete EA that was prepared by Quanta Environmental is included as Attachment 2 of this Application. The EA presents the analysis that was conducted by Quanta Environmental, and the land use and environmental data for the route that was considered for this Project.

The following summary is based on information provided in Chapter 2.0 of the EA.

The objective of the EA was to evaluate the proposed 345-kV transmission line location. Quanta Environmental utilized a comprehensive and well-established evaluation methodology to assess potential impacts of the proposed transmission line route. Methods used were governed by factors set forth in Section 37.056(c)(4) of the Texas Utilities Code and Commission Substantive Rule 25.101(b)(3). Quanta Environmental utilized a multiphase approach for completing the Project. The first step in the assessment of the Project was to delineate a Study Area. The Study Area needed to encompass the endpoints of the proposed Project and include an area large enough to adequately evaluate the proposed transmission line Project in support of ETT’s CCN application. The purpose of delineating a Study Area for the Project was to establish boundaries and limits in which to identify environmental and land use constraints during the information gathering process to properly identify and map various items included within the PUC’s CCN application. The delineated Study Area encompasses approximately 18 square miles in Zapata County measuring approximately 3 miles from north to south and approximately 6 miles from west to east in Zapata County.

Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County

Data used in the evaluation of Consensus Route were drawn from a variety of sources, including published literature, information from local, state and federal agencies, recent aerial photography, and ground reconnaissance of the Study Area. Specific discussion related to Study Area selection, constraints identification, and assessment of the Consensus Route is detailed in Section 2.0 of the EA.

ETT determined that the Consensus Route complies with the requirements of PURA and PUC Substantive Rules.

18. Public Meeting or Public Open House:

Provide the date and location for each public meeting or public open house that was held in accordance with 16 TAC § 22.52. Provide a summary of each public meeting or public open house including the approximate number of attendants, and a copy of any survey provided to attendants and a summary of the responses received. For each public meeting or public open house provide a description of the method of notice, a copy of any notices, and the number of notices that were mailed and/or published.

Not Applicable. Because fewer than 25 persons would be entitled to receive direct notice of the Application, no public meeting was held prior to filing of this Application. However, prior discussions did occur with landowners within the Study Area that resulted in the Consensus Route filed in this Application.

PUC Procedural Rule Tex. Admin. Code § 22.52 (a)(4) related to notice in licensing proceedings, requires a utility to notify the Department of Defense (DoD) Siting Clearinghouse of any public meeting to be held during the route evaluation process. In the event that no public meeting is held due to a small number of affected landowners, the utility is required to provide written notice to the Department of Defense Siting Clearinghouse of the utility's intent to file an application at the PUC. ETT provided notice to DoD of its intent to file an application with the PUC to amend its Certificates of Convenience and Necessity to construct a 345-kV electric transmission line in Zapata County, Texas on February 28, 2020. This notice is included as Attachment 5 to this Application.

19. Routing Maps:

Base maps should be a full scale (one inch = not more than one mile) highway map of the county or counties involved, or other maps of comparable scale denoting sufficient cultural and natural features to permit location of all routes in the field. Provide a map (or maps) showing the study area, routing constraints, and all routes or line segments that were considered prior to the selection of the routes. Identify the routes and any existing facilities to be interconnected or coordinated with the project. Identify any taps, ties, meter points, or other facilities involving other utilities on the routing map. Show all existing transmission facilities located in the study area. Include the locations of radio transmitters and other electronic installations, airstrips, irrigated pasture or cropland, parks and recreational areas, historical and archeological sites (subject to the instructions in Question 27), and any environmentally sensitive areas (subject to the instructions in Question 29).

Routing maps are provided in the EA (Attachment 2 to this Application). Figure 2-2 in the EA is an aerial-photograph based map with a scale of 1 inch = 2,640 feet that shows the Study Area, the Consensus Route, existing transmission lines, other environmental and land use features, and the locations of all known habitable structures or groups of habitable structures located within 500 feet of the Consensus Route's centerline.

Provide aerial photographs of the study area displaying the date that the photographs were taken or maps that show (1) the location of each route with each route segment identified, (2) the locations of all major public roads including, as a minimum, all federal and state roadways, (3) the locations of all known habitable structures or groups of habitable structures (see Question 19 below) on properties directly affected by any route, and (4) the boundaries (approximate or estimated according to best available information if required) of all properties directly affected by any route.

An aerial-photograph-based property ownership map with a scale of 1 inch = 1,320 feet is included in this application as Attachment 6. It shows the approximate boundaries of all properties that are directly affected by the proposed 345-kV transmission line Consensus Route according to the best information available from county tax appraisal district records. Each property has been assigned a unique

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

"Property/Map ID" number. There are two habitable structures located within 500 feet of the Consensus Route. This Property/Map ID number is among the information provided in Attachment 7 that is the cross-reference table discussed below.

For each route, cross-reference each habitable structure (or group of habitable structures) and directly affected property identified on the maps or photographs with a list of corresponding landowner names and addresses and indicate which route segment affects each structure/group or property.

There are two habitable structures located within 500 feet of the Consensus Route. Landowner names, property identification, and map locations are included in Attachment 7. The address shown is the mailing address for the landowner that owns the two habitable structures along Los Potreritos Road. There is no mailing address at these locations.

Habitable Structure ID	Landowner	Address	Distance to Centerline (feet)
1	Flores, Marco	14416 Export Rd Laredo, Texas 78045	200
2	Flores, Marco	14416 Export Rd Laredo, Texas 78045	158

20. Permits:

List any and all permits and/or approvals required by other governmental agencies for the construction of the proposed project. Indicate whether each permit has been obtained.

ETT will coordinate with appropriate local, state, and federal agencies with jurisdiction regarding the construction of the transmission facilities associated with this Project. ETT and/or Quanta Environmental have initiated contact with and provided information about the Project to various agencies. Some input from these agencies has been incorporated in this application; however, requests for permits and/or approvals will not be submitted to the appropriate agencies until the alignment of the Consensus Route has been approved by the Commission. None of the following potential permits, approvals, requirements, easements, or clearances has been obtained.

- Based on Federal Aviation Administration ("FAA") guidelines, ETT will make a final determination of the need for FAA notification based on the alignment of the approved route, structure locations, and structure designs. The result of the notification, and the subsequent coordination with the FAA could include changes in the design and/or potential requirements to mark and/or illuminate the line.
- Permits or other requirements associated with possible impacts to waters of the U.S. under the jurisdiction of the U.S. Army Corps of Engineers (USACE) will be coordinated with USACE as necessary.
- Permits or other requirements associated with possible impacts to endangered/threatened species will be coordinated with the U.S. Fish and Wildlife Service as necessary.
- Coordination with Texas Parks & Wildlife Department (TPWD) might be necessary to determine the need for any surveys, and to avoid or minimize any potential adverse impacts to sensitive habitats, threatened or endangered species, and other fish and wildlife resources along the approved route.
- A Storm Water Pollution Prevention Plan (SWPPP) might be required by the Texas Commission on Environmental Quality (TCEQ). ETT or its contractor will submit a Notice of Intent to the TCEQ at least 48 hours prior to the beginning of construction; and will have the SWPPP on site at the initiation of clearing and construction activities.

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

- Permits for crossing county roads/highways will be obtained from Texas Department of Transportation as necessary.
- Cultural resource clearance will be obtained from the Texas Historical Commission for the proposed Project right-of-way as necessary.

21. Habitable structures:

For each route list all single-family and multi-family dwellings and related structures, mobile homes, apartment buildings, commercial structures, industrial structures, business structures, churches, hospitals, nursing homes, schools, or other structures normally inhabited by humans or intended to be inhabited by humans on a daily or regular basis within 300 feet of the centerline if the proposed project will be constructed for operation at 230kV or less, or within 500 feet of the centerline if the proposed project will be constructed for operation at greater than 230kV. Provide a general description of each habitable structure and its distance from the centerline of the route. In cities, towns or rural subdivisions, houses can be identified in groups. Provide the number of habitable structures in each group and list the distance from the centerline of the route to the closest and the farthest habitable structure in the group. Locate all listed habitable structures or groups of structures on the routing map.

Two habitable structures are located within 500 feet of the Consensus Route. The distance from the centerline for each habitable structure is provided in Section 4.2.2.1, Table 4-1 of the Environmental Assessment, included as Attachment 2.

22. Electronic Installations:

For each route, list all commercial AM radio transmitters located within 10,000 feet of the center line of the route, and all FM radio transmitters, microwave relay stations, or other similar electronic installations located within 2,000 of the center line of the route. Provide a general description of each installation and its distance from the center line of the route. Locate all listed installations on a routing map.

As indicated in Section 6, Table 6-1 of the EA, no AM radio transmitter was determined to be located within 10,000 feet of the Consensus Route. One FM radio transmitter, microwave tower, or other electronic installation was determined to be located within 2,000 feet of the centerline of the Consensus Route.

23. Airstrips:

For each route, list all known private airstrips within 10,000 feet of the center line of the project. List all airports registered with the Federal Aviation Administration (FAA) with at least one runway more than 3,200 feet in length that are located within 20,000 feet of the center line of any route. For each such airport, indicate whether any transmission structures will exceed a 100:1 horizontal slope (one foot in height for each 100 feet in distance) from the closest point of the closest runway. List all listed airports registered with the FAA having no runway more than 3,200 feet in length that are located within 10,000 feet of the center line of any route. For each such airport, indicate whether any transmission structures will exceed a 50:1 horizontal slope from the closest point of the closest runway. List all heliports located within 5,000 feet of the center line of any route. For each such heliport, indicate whether any transmission structures will exceed a 25:1 horizontal slope from the closest point of the closest landing and takeoff area of the heliport. Provide a general description of each listed private airstrip, registered airport, and heliport; and state the distance of each from the center line of each route. Locate and identify all listed airstrips, airports, and heliports on a routing map.

As addressed in Section 6 of the EA:

There is one known private airstrip within 10,000 feet of the centerline of the Consensus Route.

There is no airport registered with the Federal Aviation Administration (FAA) with at least one runway more than 3,200 feet in length located within 20,000 feet of the centerline of the Consensus Route.

There is no airport registered with the FAA having no runway less than 3,200 feet in length located within 10,000 feet of the centerline of the Consensus Route.

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

There is no heliport located within 5,000 feet of the centerline of the Consensus Route.

24. Irrigation Systems:

For each route identify any pasture or cropland irrigated by traveling irrigation systems (rolling or pivot type) that will be traversed by the route. Provide a description of the irrigated land and state how it will be affected by each route (number and type of structures etc.). Locate any such irrigated pasture or cropland on a routing map.

No pasture or cropland irrigated by traveling irrigation systems (rolling or pivot type) will be traversed by the Consensus Route.

25. Notice:

Notice is to be provided in accordance with 16 TAC § 22.52.

- A. Provide a copy of the written direct notice to owners of directly affected land.
Attach a list of the names and addresses of the owners of directly affected land receiving notice.

A sample copy of the written direct notice and enclosures that were mailed to owners of directly affected land is provided in Attachments 8a through 8f. A list of the names and addresses of these landowners is provided in Attachment 8g.

- B. Provide a copy of the written notice to utilities that are located within five miles of the routes.

A sample copy of the written notice to utilities that are located within five miles of the proposed Project is provided in Attachment 9a. The list of the names and addresses of these utilities is provided in Attachment 9b.

- C. Provide a copy of the written notice to county and municipal authorities, and the Department of Defense Siting Clearinghouse. Notice to the DoD Siting Clearinghouse should be provided at the email address found at <http://www.acq.osd.mil/dodsc/>.

Sample copy of the written notice to county and municipal authorities is provided as Attachment 10a. The list of the names and addresses of these authorities is provided in Attachment 10b. A copy of the written notice to the Department of Defense Siting Clearinghouse is provided as Attachment 11.

- D. Provide a copy of the notice that is to be published in newspapers of general circulation in the counties in which the facilities are to be constructed. Attach a list of the newspapers that will publish the notice for this application. After the notice is published, provide the publisher's affidavits and tear sheets.

A sample copy of the notice to be published in a newspaper of general circulation in Zapata County, is provided in Attachment 12a and the publication list for the newspaper is in Attachment 12b.

For a CREZ application, in addition to the requirements of 16 TAC § 22.52 the applicant shall, not less than twenty-one (21) days before the filing of the application, submit to the Commission staff a "generic" copy of each type of alternative published and written notice for review. Staff's comments, if any, regarding the alternative notices will be provided to the applicant not later than seven days after receipt by Staff of the alternative notices. Applicant may take into consideration any comments made by Commission staff before the notices are published or sent by mail.

Not Applicable. This is not a CREZ application.

In addition to the notices described above, 16 TAC § 22.52 requires ETT to provide notice of this application to the Office of Public Utility Counsel. A copy of that notice is included in this Application as Attachment 13.

**Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for
the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County**

26. Parks and Recreation Areas:

For each route, list all parks and recreational areas owned by a governmental body or an organized group, club, or church and located within 1,000 feet of the center line of the route. Provide a general description of each area and its distance from the center line. Identify the owner of the park or recreational area (public agency, church, club, etc.). List the sources used to identify the parks and recreational areas. Locate the listed sites on a routing map.

Quanta Environmental performed a review of federal and state databases, county and local maps to identify parks and/or recreational areas within the Study Area. Reconnaissance surveys were also conducted to identify any additional park or recreational areas that are located within the Study Area.

No park or recreational area is crossed by the Consensus Route centerline. Additionally, no park or recreation area is located within 1,000 feet of the Consensus Route's centerline.

27. Historical and Archeological Sites:

For each route, list all historical and archeological sites known to be within 1,000 feet of the center line of the route. Include a description of each site and its distance from the center line. List the sources (national, state or local commission or societies) used to identify the sites. Locate all historical sites on a routing map. For the protection of the sites, archeological sites need not be shown on maps.

To identify the historical and archeological sites in the Study Area, Quanta Environmental researched the available records and literature at the Texas Archeological Research Laboratory, J.J. Pickle Research Campus, at the University of Texas at Austin. In addition, the Texas Historical Commission's Archeological Sites Atlas files were used to identify listed and eligible National Register of Historical Places (NRHP) properties and sites, NRHP districts, cemeteries, Official Texas Historical Markers, State Archeological Landmarks, and any other potential cultural resources such as National Historic Landmarks, National Monuments, National Memorials, National Historic Sites, and National Historical Parks to ensure the completeness of the study. To identify areas with a high probability for the occurrence of cultural resources, Quanta Environmental used 7.5-minute topographic maps and aerial photography.

The EA indicates that no known cultural resource sites are crossed by, or within 1,000 feet of the Consensus Route centerline.

There is no NRHP-listed or determined-eligible site crossed by or within 1,000 feet of the Consensus Route centerline.

The Consensus Route does cross approximately 3,000 feet of high probability areas for the occurrence of cultural resources.

28. Coastal Management Program:

For each route, indicate whether the route is located, either in whole or in part, within the coastal management program boundary as defined in 31 TAC § 503.1. If any route is, either in whole or in part, within the coastal management program boundary, indicate whether any part of the route is seaward of the Coastal Facilities Designation Line as defined in 31 TAC § 19.2(a)(21). Using the designations in 31 TAC § 501.3(b), identify the type(s) of Coastal Natural Resource Area(s) impacted by any part of the route and/or facilities.

No part of the Consensus Route of the proposed Project occurs within the coastal management program boundary, as defined in 31 TAC § 503.1.

29. Environmental Impact:

Provide copies of any and all environmental impact studies and/or assessments of the project. If no formal study was conducted for this project, explain how the routing and construction of this project will impact the environment. List the sources used to identify the existence or absence of sensitive environmental areas. Locate any environmentally sensitive areas on a routing map. In some instances, the location of the environmentally sensitive areas or the location of protected or endangered species should not be included

Application of Electric Transmission Texas, LLC to Amend its Certificates of Convenience and Necessity for the Proposed Reloj del Sol 345-kV Transmission Line in Zapata County

on maps to ensure preservation of the areas or species. Within seven days after filing the application for the project, provide a copy of each environmental impact study and/or assessment to the Texas Parks and Wildlife Department (TPWD) for its review at the address below. Include with this application a copy of the letter of transmittal with which the studies/assessments were or will be sent to the TPWD.

Wildlife Habitat Assessment Program
Wildlife Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

The EA that was conducted by Quanta Environmental is included with this application as Attachment 2. Data used by Quanta Environmental in the evaluation of the proposed route of the 345-kV transmission line were drawn from a variety of sources, including published literature (documents, reports, maps, aerial photography, etc.), and information from local, state, and federal agencies. An extensive list of resources is provided in Section 8 of the EA. Ground reconnaissance of the study area and computer-based evaluation of digital aerial imagery were utilized for the evaluation of the route of the proposed 345-kV transmission line. Environmentally sensitive areas are shown on Figure 2-2 of the EA.

A copy of the letter of transmittal of the Application, including the EA for this Project, to the TPWD is included in this application as Attachment 14a. An affidavit verifying that the Application and EA were sent to TPWD will be filed separately in this docket as Attachment 14b.

30. Affidavit:

Attach a sworn affidavit from a qualified individual authorized by the applicant to verify and affirm that, to the best of their knowledge, all information provided, statements made, and matters set forth in this application and attachments are true and correct.

The sworn affidavit of Randal E. Roper, Regulatory Case Manager – AEP Texas Inc. is included with this Application as Attachment 15.

CCN Application - List of Attachments

- 1a Consent Document Flores
- 1b Lauro Martinez Option Agreement
- 1b(a) Lauro Martinez Memorandum of Option Agreement
- 1c JW & DL Braman Childrens Limited Partnership Option Agreement for Line Easement

- 2 Reloj del Sol Environmental Assessment

- 3 ETT – Reloj Del Sol Interconnection Agreement

- 4 Diagram of Local Transmission System in Project Area

- 5 ETT Letter of Intent to File CCN Application to DoD

- 6 Aerial-photograph-based Property Ownership Map

- 7 Table providing landowner names, property identification, and map locations

- 8a Notice – Landowner Letter
- 8b Notice – Map of Consensus Route
- 8c Notice – Consensus Route Description
- 8d Notice – Landowner Brochure
- 8e Notice – Comment Form
- 8f Notice – Intervenor Form
- 8g Notice – Landowner List

- 9a Notice – Utilities Letter *
- 9b Notice – Utilities List

- 10a Notice – County and Municipal Officials Letter *
- 10b Notice – County and Municipal Officials List

- 11 Notice – Department of Defense (DoD) Siting Clearinghouse

- 12a Notice – Newspaper Publication
- 12b Notice – Newspaper Publication List

- 13 Notice – Office of Public Utility Counsel *

- 14a Letter of Transmittal of Application to the Texas Parks and Wildlife Department
- 14b Affidavit Transmittal of Application to TPWD

- 15 Application Affidavit of Regulatory Case Manager

* Excluding Maps and Route Descriptions provided in Attachment 8 set of documents



Electric Transmission Texas
400 West 15th Street, Suite 800
Austin, TX 78701-1677
ETTexas.com

February 14, 2020

Mr. Marco Antonio Cerda Flores
14416 Export Rd
Laredo, Texas 78045

Re: Reloj Del Sol 345kV Transmission Line Consensus Agreement

Dear Mr. Flores:

Electric Transmission Texas, (ETT) plans to construct a 6 mile 345-kV transmission line to accommodate EDP Renewables request to interconnect a 200 MW wind generating facility to a ETT transmission line. EDP Renewables has been working with area landowners in regards to the routing of this transmission line from the existing ETT 345-kV transmission line to the new EDP Renewables Reloj Del Sol substation.

Before ETT can construct this transmission line ETT must make a regulatory filing that is required for this project with the PUCT. As part of this filing requirement, ETT will need to include a written consent (Consensus Agreement) from the impacted landowners for the route presented. ETT has the written consent from the landowners that the line crosses over, but you are also considered impacted by the regulatory notice requirements since you have a habitable structure within 500 feet of the centerline of this route. The route that ETT representatives have presented to you as part of this document will be referred to as the Consensus Route in the filing with the PUCT. Your signature below signifies that you also consent to this Consensus Route even though it does not cross your property.

By executing this Consensus Agreement, the signatory warrants that he or she is authorized to sign this Consensus Agreement on behalf of the person or entity represented and signifies support of this Consensus Agreement.

Sincerely,

Name: Richard Maxwell
Title: Sr. Right of Way Agent
Representing: ETT

Consenting Party

Printed Name

Signature

02/24/2020
Date

THIS PAGE IS IN COLOR AND
CAN BE VIEWED IN CENTRAL
RECORDS OR THE PUC
INTERCHANGE BY
DOWNLOADING THE NATIVE
FILE (ZIP) FOR THIS ITEM
NUMBER IN DOCKET NO. 50690

OPTION AGREEMENT

26. This OPTION AGREEMENT (this "**Agreement**") is made and entered into as of November 26, 2019 (the "**Effective Date**"), by and between **Lauro Rigoberto Martinez** ("**Optionor**") and Reloj del Sol Wind Farm LLC, a Delaware limited liability company, and its successors and assigns ("**Optionee**"). Optionor and Optionee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

Recitals

1. Optionor owns that certain real property located in Zapata County, Texas, more particularly described on Exhibit A attached hereto, containing approximately Nineteen and 34/100 (19.34) acres of land, more or less, as depicted on Exhibit A-1 attached hereto and made a part hereof (the "**Property**"). Optionee desires to purchase the Property from Optionor.

2. Optionee intends to develop, construct and operate a wind energy project on other properties in the vicinity of the Property (the "**Wind Energy Project**").

3. Optionee desires to acquire an option (but not the obligation) to purchase the Property from Optionor on the terms and conditions set forth in this Agreement. Optionee intends (but shall not be obligated to) to use the Property for interconnect switchyard purposes and all related facilities and appurtenances thereto ("**Optionee's Intended Use**") in the approximate location as shown on Exhibit A-1 to receive electricity produced by the Wind Energy Project which Optionee intends (but shall not be obligated) to build in the vicinity of the Property and for distribution of said electricity to the transmission grid.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Option.

1.1 Grant. Optionor hereby grants Optionee the exclusive right and option to purchase the Property for the sum of [REDACTED] ("**Purchase Price**"), on the terms and conditions set forth herein (the "**Option**").

1.2 Term. The term of the Option and this Agreement shall commence on the Effective Date and shall continue for one (1) years, expiring on the first anniversary of the Effective Date (the "**Term**").

1.3 Basic Option Payment. Within thirty (30) days after full execution of this Agreement, Optionee shall pay to Optionor, as consideration for the Option, a one-time lump sum [REDACTED] (the "**Basic Option Payment**"). The Basic Option Payment shall be non-refundable and shall be a credit to the Purchase Price.

1.4 Exercise. The Option may be exercised by Optionee's delivery of written notice to Optionor (at Optionor's address as set forth in Section 6.1 hereof) at any time during the Term stating that it is exercising the Option (the "**Option Exercise Notice**").

1.5 Memorandum of Option. Concurrently with execution of this Agreement, the Parties shall execute, cause to be notarized and deliver the Memorandum of Option Agreement attached hereto as Exhibit B (the "**Memorandum**"), which Memorandum shall promptly thereafter be recorded in the Official Records of Zapata County, Texas (the "**Official Records**").

1.6 Automatic Termination. If Optionee fails to exercise the Option during the Term thereof, then the Option shall, at the end of said Term, automatically terminate without notice, whereupon the Basic Option Payment paid by Optionee shall be retained by Optionor, without refund to Optionee. Following such termination, Optionee shall, within fifteen (15) business days after request therefor, execute, acknowledge and deliver to Optionor a memorandum terminating the Memorandum of record in recordable form that terminates all of Optionee's right, title and interest under the Option.

2. Terms of Purchase. If the Option is exercised, then the terms of the purchase and sale of the Property (the "**Option Purchase**") shall be as follows:

2.1 Conditions to Closing.

2.1.1 Optionee's obligation to purchase the Property shall be subject to each of the following conditions precedent in favor of Optionee:

- (1) The Property shall consist of at least one (1) parcel which may be sold, leased and financed in compliance with the applicable laws of the State of Texas;
- (2) The Title Company shall be prepared to deliver to Optionee the Title Policy described in Section 3.3 hereof;
- (3) Optionee shall have successfully completed and approved in its sole discretion a Phase I Environmental Site Assessment of the Property. The evaluation of whether Optionee has successfully completed its Phase I Environmental Site Assessment shall be in the sole discretion of Optionee;
- (4) The Property shall have legal and practicable access;
- (5) The representations and warranties of Optionor provided in Section 4 hereof shall in all respects be true and correct as of the Effective Date and as of the date on which the close of escrow occurs (the "**Closing Date**"); and
- (6) Optionor shall have performed all of its obligations hereunder.

2.1.2 The condition precedent set forth in Section 2.1.1(1) hereof may not be waived by either Party. The condition precedent set forth in Section 2.1.1(2) through 2.1.1(6) hereof may be waived solely by Optionee, which waiver must be in writing to be effective. Optionee may terminate this Agreement should any condition set forth in Section 2.1.1 hereof fail to be satisfied, and Optionee's delay in exercising such right of termination shall not result in a waiver of such right.

2.1.3 The Parties shall work together in good faith and each Party shall use its commercially reasonable efforts and diligence to cause the conditions precedent set forth in Section 2.1.1 hereof to be satisfied and to close the transaction contemplated hereby in a timely manner; provided, however, that the costs of satisfying the condition precedent set forth in Section 2.1.1(1) hereof shall be borne by Optionee.

2.2 Escrow and Title.

2.2.1 Within five (5) business days after delivery of the Option Exercise Notice, Optionee shall open escrow with Stewart Title Guaranty Company (the "**Escrow Holder**"), by delivering thereto an executed original of this Agreement. Thereafter, the Parties shall promptly execute and deliver to Escrow Holder its standard escrow instructions and such further instructions as may reasonably be requested by Escrow Holder, so long as the same are not inconsistent with the terms and provisions of this Agreement. The closing of the Option Purchase shall occur through the escrow thereby created. At least three (3) business days prior to the Closing Date, Optionor shall deliver to Escrow Holder the documents and instruments described in Section 2.3 hereof. Optionee shall deliver the Purchase Price, less any adjustments shown on the settlement statement to the Escrow Holder via wire transfer, upon the satisfaction of all closing conditions of Optionee, which shall be prior to the recording of the warranty deed set forth in Section 2.3.1 below.

2.2.2 Optionor shall deliver to the Escrow Holder and the Title Company such documents, instruments and other items as may reasonably be requested or required by the Escrow Holder, the Title Company or Optionee in order to close the escrow in a timely manner and provide Optionee with the Title Policy contemplated by Section 3.3 hereof.

2.3 Closing. In the event Optionee exercises the Option, the Closing Date shall occur no later than thirty (30) days after the receipt of the Option Exercise Notice ("**Closing Deadline**"). Optionee shall deliver to Optionor a notice that it is prepared to close escrow (the "**Closing Notice**") not less than five (5) days prior to the Closing Date ("**Closing Notice Deadline**"). At the closing:

2.3.1 Optionor shall convey the Property to Optionee by the Title Company's customary form of statutory warranty deed, subject only to taxes for the current year and prior years which are not yet due and payable and easements and restrictions of record.

2.3.2 Optionor shall deliver to Optionee an affidavit in a form satisfactory to Optionee, duly executed under penalty of perjury by Optionor, to the effect that Optionee is not required to withhold from Seller's closing proceeds pursuant to Internal Revenue Code section 1445.

If Optionor does not provide such affidavit at least five (5) business days prior to the Closing Date, then Optionee shall deduct from Optionor's proceeds and remit to the Internal Revenue Service such amounts as may be required by applicable federal and/or state law.

2.3.3 Optionor shall deliver to Optionee an affidavit in a form satisfactory to the Optionee duly executed under penalty of perjury by Optionor, making the representations contained in Section 4.1 through 4.11 hereof effective as of the Closing Date.

2.4 Costs and Prorations.

2.4.1 Optionee shall pay (a) the premium for the Title Policy, (b) Escrow Holder's escrow fees, (c) recording fees, (d) Texas real estate excise and transfer taxes, if any, in the amount that Escrow Holder determines to be required by law, (e) the cost of preparing an ALTA survey, if Optionee should elect to obtain such a survey, (f) fees for beneficiaries' statements and (g) usual Escrow Holder document drafting and recording charges. Subject to Section 2.6.2 below, any other costs and expenses associated with the transaction contemplated hereby shall be borne by the Parties in the manner customary in real property sales transactions in Zapata County, Texas.

2.4.2 Property taxes and assessments shall be prorated by the Escrow Holder to the Closing Date.

2.5 Possession. Possession of the Property shall be delivered to Optionee on the Closing Date. Upon such delivery of possession, the Property and each portion thereof shall be (i) free and clear of all rights of tenants and other occupants thereof and (ii) free of improvements, equipment, machinery and other property then or previously owned by Optionor or by any such tenant or occupant. It shall be Optionor's obligation to cause any and all tenants and other occupants of the Property or any portion thereof to vacate the Property prior to such delivery of possession, except any holders of any easements of record approved by Optionee in its sole discretion.

2.6 Maintenance of the Property Prior To the Closing Date.

2.6.1 From the Effective Date until the Closing Date, Optionor shall remain in possession of the Property, pay normal operating expenses and keep the Property in the same condition as it was in on the Effective Date, normal wear and tear excepted. Without limiting the generality of the foregoing, until the Closing Date Optionor shall (a) keep all roads, fences, gates, ditches and other improvements and facilities on the Property in a good state of maintenance and repair, (b) keep the Property clean and free of debris, (c) pay all real property taxes, water or drainage district taxes and assessments levied against the Property or any of the improvements thereon, or against Optionor or Optionor's crops or other property, or by virtue of Optionor's use or enjoyment of the Property, (d) pay all principal, interest and other amounts due under any loan or other obligation secured by a lien against the Property, (e) not make any alterations or changes to the Property, without the prior written consent of Optionee, which shall not unreasonably be withheld, (f) not commit or permit anyone else to commit waste or damage to the Property and (g) not use the

Property in any manner that would tend to create a nuisance. The risk of physical loss to the Property shall be borne by Optionor prior to the close of escrow and by Optionee thereafter. In the event that the Property is damaged between the Effective Date and the Closing Date, and Optionee determines that such damage could impair its intended use of the Property, then Optionee shall be entitled (but not required) to terminate this Agreement.

2.6.2 Without limiting the generality of Section 2.6.1 hereof, and without limitation upon any other rights or remedies that Optionee may have at law or in equity, Optionee may pay or otherwise satisfy any unpaid taxes, rents or other obligations of Optionor which, if left unsatisfied, could reasonably be expected to reduce the value of the Property, create a lien against the Property or jeopardize Optionee's right, title and interest under this Agreement; and Optionee shall thereupon be subrogated to the rights of the obligee of such obligations. Any sums so expended by Optionee shall, at Optionee's election, either be (a) immediately reimbursed to Optionee by Optionor or (b) offset against any sums then or thereafter due and payable to Optionor under this Agreement, including, without limitation, the Purchase Price.

2.7 LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE DIFFICULT OR IMPOSSIBLE FOR THEM TO DETERMINE, PRIOR TO SIGNING THIS AGREEMENT, THE AMOUNT OF DAMAGES THAT OPTIONOR WILL SUFFER IF OPTIONEE FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AFTER EXERCISE OF THE OPTION. THEREFORE, IF AFTER EXERCISE OF THE OPTION AND SATISFACTION OR WAIVER OF ALL CONDITIONS PROVIDED HEREIN OPTIONEE FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, AND SUCH FAILURE CONSTITUTES A DEFAULT HEREUNDER, THE PARTIES AGREE THAT (A) AS OPTIONOR'S SOLE AND EXCLUSIVE REMEDY (MEANING, WITHOUT LIMITATION, THAT OPTIONOR WILL HAVE NO RIGHT TO SPECIFIC PERFORMANCE OR ANY OTHER EQUITABLE REMEDY), OPTIONOR WILL BE ENTITLED TO RETAIN THE SUM OF THE BASIC OPTION PAYMENT PLUS ONE THOUSAND DOLLARS (\$1,000.00) AS LIQUIDATED DAMAGES AND (B) SAID AMOUNT IS A REASONABLE AMOUNT FOR LIQUIDATED DAMAGES UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT IS ENTERED INTO. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS LIQUIDATED DAMAGES PROVISION SHALL NOT ABRIDGE OR MODIFY THE DUTY OF OPTIONEE TO INDEMNIFY OPTIONOR PURSUANT TO SECTION 5.2 HEREOF.

SPT
Optionee's initials

LM
Optionor's initials

3. Additional Rights and Obligations of the Parties.

3.1 Diligence. Within five (5) business days after the Effective Date, Optionor shall deliver to Optionee full and complete copies of the following documents, if any, in Optionor's possession or under its control relating to the Property: surveys, tests, studies, reports, inspections, and/or assessments regarding the Property; any plans and/or specifications relating to any improvements on the Property; any leases, easements or other agreements allowing occupancy or use of all or any

portion of the Property; any soils reports; and any reports regarding the existence or non-existence of toxic or hazardous wastes, materials or substances on, under or adjacent to the Property. From the Effective Date until the Closing Date, Optionee shall have the right to review such documents and other items and investigate the feasibility of the Property for Optionee's Intended Use, including, without limitation, (i) the title to the Property (ii) the physical condition of the Property and (iii) the availability of zoning and other governmental entitlements and permits needed for Optionee's Intended Use of the Property, and Optionor shall fully cooperate with such review and investigation. In the event that the Optionee (at its sole discretion) determines that conditions exist on the Property that could impair the Optionee's Intended Use of the Property, then Optionee shall be entitled (but not required) to terminate this Agreement.

3.2 Encumbrances. Optionor agrees not to permit any liens, encumbrances, covenants, conditions, reservations, restrictions, leases, subleases, easements, rights of way or other title matters (each, an "**Encumbrance**") to attach to the Property or any part thereof between the Effective Date and the Closing Date, including, without limitation, any Encumbrances arising out of or in connection with Optionor's use of the Property. If Optionee discovers any Encumbrances or any other adverse matter affecting the Property or any portion thereof, that attached thereto prior to the Effective Date, then Optionor shall promptly and fully cooperate with Optionee in the removal of the same at Optionee's cost; provided, however, that any monetary liens against the Property or any part thereof shall be paid by Optionor, and Optionee shall take title free and clear thereof. From the Effective Date until the Closing Date, Optionor shall not, without Optionee's prior written consent, (a) sell, assign, mortgage, hypothecate, encumber or otherwise permit or suffer the transfer of all or any portion of the Property or of any rights associated therewith or (b) enter into or amend any agreement or arrangement relating to the Property that would remain in effect after the Closing Date.

3.3 Title Insurance. Optionee shall be entitled to obtain, from such title company as Optionee may designate (the "**Title Company**"), one or more ALTA extended coverage optionee's and/or owner's policies of title insurance (the "**Title Policy**"), with such liability as Optionee may determine, insuring that fee title to the Property will vest in Optionee subject only to (a) nondelinquent general and special real property taxes and assessments constituting a lien as of the date of issuance of the Title Policy, and (b) the Encumbrances approved by Optionee in its sole discretion.

3.4 Entry on the Property. From the Effective Date until the Closing Date, Optionee and its representatives, agents, independent contractors and affiliates shall have the right and license to enter onto the Property for the purpose of conducting physical investigations thereof and obtaining any and all information regarding the Property as Optionee deems appropriate, including, without limitation, engineering, geotechnical, borings and survey studies, soil tests and environmental analyses, and to determine whether the Property is suitable for Optionee's Intended Use, and Optionor shall fully cooperate therewith; provided, however, that Optionee's entry on the Property shall not, under the circumstances then existing, unreasonably interfere with Optionor's use of the Property under Section 3.7 hereof. Optionee shall hold Optionor harmless from and against any loss, liability or damage, including reasonable attorneys' fees and costs, resulting from the activities of

Optionee, or Optionee's representatives, agents and independent contractors on the Property and from and against any mechanic's liens or claims of lien resulting therefrom. In the event Optionee does not exercise the Option prior to the end of the Term, Optionee shall deliver to Optionor copies of all surveys and reports prepared by, or on behalf of, Optionee in respect of the Property hereunder. Optionee shall leave the surface of the Property free from debris and returned to grade after the completion of all soil tests and other inspections of the Property.

3.5 Discussions with Third Persons. From the Effective Date until the Closing Date, Optionee and its representatives, agents, independent contractors and affiliates shall have the right to (a) meet with all governmental agencies (including, without limitation, Zapata County), and with any other persons or entities with whom Optionor has contractual arrangements in connection with or relating to the Property or any portion thereof, and (b) discuss with any such agencies, persons and entities the terms of this Agreement, the terms of any contractual arrangements between Optionor and any such agency, person or entity, and any other matters relating to the Property or Optionee's Intended Use thereof, and Optionor shall fully cooperate therewith, at no expense to Optionor.

3.6 Permits. Without limiting the generality of Section 3.5 hereof, from the Effective Date until the Closing Date, Optionee and its representatives, agents, independent contractors and affiliates shall have the right to apply for, process and obtain any permits, licenses, approvals, authorizations or entitlements associated with Optionee's Intended Use of the Property, and Optionor shall fully cooperate therewith, at no expense to Optionor.

3.7 Optionor's Use of the Property. Optionor hereby reserves the right to use the Property until the Closing Date, and Optionor shall conduct its activities on the Property in a good and safe manner, and shall comply with all federal, state or local statutes, laws, ordinances, rules, regulations, orders, permits and entitlements applicable to the Property (collectively, "Laws") or applicable to Optionor's use thereof.

3.8 Condemnation. In the event that, prior to the close of escrow, any governmental agency shall commence any action in eminent domain to take any portion of the Property, then Optionee shall be entitled to (a) elect not to acquire the Property, in which case Optionee shall be entitled to the immediate return of all funds, documents and instruments previously delivered to Optionor or to Escrow Agent, including, without limitation, the Basic Option Payment, or (b) elect to complete the acquisition of the Property, in which case Optionee shall be entitled to all of the proceeds of such taking. Such election shall be made by written notice to Optionor within ten (10) business days after the date upon which Optionee receives written notice from Optionor of the commencement of such governmental action. Optionee's failure to give such notice within such ten (10) business day period shall be deemed to constitute an election by Optionee to complete the acquisition of the Property under clause (b) of this Section.

4. Representations and Warranties. In addition to any other express agreements, representations or warranties of Optionor contained in this Agreement, the following constitute representations and warranties by Optionor which shall be true and correct as of (a) the Effective Date and (b) the Closing Date; and Optionor acknowledges and agrees that Optionee will be relying

on such representations and warranties in entering into this Agreement. In the event that, during the period between the Effective Date and the Closing Date, Optionor learns, or has reason to believe, that any of the following representations and warranties may cease to be true, Optionor hereby covenants to give written notice thereof to Optionee immediately:

4.1 Optionor is the sole owner of the Property, holds fee title absolute thereto (subject to any liens and other encumbrances of record) and has the full right, power and authority, without the signature or joinder of any other person or entity, to (a) grant the Option to Optionee, (b) sell, convey and transfer the Property to Optionee and (c) perform Optionor's obligations hereunder.

4.2 To the knowledge of Optionor, there are no pending or threatened actions, suits, claims, legal proceedings or any other proceedings affecting, or that could affect, the Property or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign.

4.3 To the best of Optionor's knowledge, there are no violations of any Law affecting or applicable to the Property or any portion thereof, and Optionor has no knowledge of any facts which might be a basis for any such violation.

4.4 To the best of Optionor's knowledge, no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, and no toxic or hazardous substances have been generated, treated, stored, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof; and to the knowledge of Optionor, there are no other substances or conditions in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or any other applicable environmental Law.

4.5 There are no commitments or agreements with any governmental agency or public or private utility affecting the Property or any portion thereof that have not been disclosed in writing by Optionor to Optionee.

4.6 There are no leases, subleases, occupancies or tenancies in effect relating to the Property or any portion thereof ("**Tenancies**"), nor will Optionor or Optionee have any ongoing obligation to any previous tenant or occupant of the Property or any portion thereof, including, without limitation, for the return of prepaid rents or security deposits. As of the Closing Date, all Tenancies shall be terminated.

4.7 To the best of Optionor's knowledge, the items delivered by Optionor to Optionee under paragraph 3.1 hereof (a) constitute all of the documents and other items in Optionor's possession or under its control relating to the Property and (b) are true, correct and complete in all respects.

4.8 To the best of Optionor's knowledge, there are no other Encumbrances affecting the Property or any portion thereof, except as disclosed to Optionee in writing by the Title Company.

4.9 To the best of Optionor's knowledge, there are no other material adverse facts or conditions relating to the Property or any portion thereof that have not been disclosed in writing by Optionor to Optionee.

4.10 Optionor has not engaged or dealt with any broker or finder in connection with the transaction contemplated by this Agreement.

4.11 (a) Optionor has full, legal and unilateral authority to enter into this Agreement, to grant the rights herein granted and to perform its obligations hereunder, (b) neither this Agreement nor any of the rights or obligations of Optionor hereunder violates any Law, (c) this Agreement constitutes the valid and binding obligation of Optionor, and is enforceable in accordance with its terms, (d) Optionor is not in default with respect to any of its obligations or liabilities pertaining to the Property or any portion thereof and (e) Optionor is not the subject of any bankruptcy, insolvency or probate proceeding.

5. Indemnities.

5.1 Indemnity By Optionor. Optionor shall indemnify, defend and hold harmless Optionee and Optionee's members, officers, directors, employees, agents, independent contractors, affiliates, successors and assigns for, from and against any and all loss or damage to person or property of Optionee or any other person holding by, through or under Optionee while lawfully on the Property after the Effective Date until the Closing Date, which loss or damage is attributable to: (i) the intentional or grossly negligent conduct of Optionor or its employees; (ii) any breach of or default under this Agreement by Optionor; or (iii) any failure of the representations and warranties of Optionor set forth in this Agreement to be true and correct; provided that such loss or damage is not attributable to the negligence of Optionee or those holding by, through or under Optionee. It is expressly understood that the conduct of third persons who are not the employees of Optionor shall not be attributable to Optionor.

5.2 Indemnity By Optionee. Optionee shall indemnify, defend and hold harmless Optionor and Optionor's members, employees, agents, independent contractors, affiliates, successors and assigns (each, including Optionor, an "**Optionor Indemnitee**") from and against any and all damages which may be imposed upon or incurred by any Optionor Indemnitee or asserted against any Optionor Indemnitee by any person or entity in connection with, arising out of or relating to (a) any breach of or default under this Agreement by Optionee or (b) any damage, injury or loss to person or property, arising from or in connection with the pre-closing entry on the Property by Optionee, its agents, employees or independent contractors under Section 3.4 hereof.

6. Miscellaneous Provisions.

6.1 Notices. Any notices, statements, demands, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight or other courier or delivery service, freight prepaid, to the address set forth below. Any such notice,

demand, approval, consent or other communication (i) that is personally served shall be deemed given and delivered when received, (ii) that is sent by United States mail shall be deemed given and delivered on the third (3rd) business day after deposit of the same in the United States mail, and (iii) that is sent by overnight common carrier or delivery service shall be deemed given and delivered on the second business day (excluding Saturday) immediately following the day on which it was delivered to such carrier or service. Either Party may, by written notice to the other Party in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

If to Optionor: Lauro R. Martinez
 1209 Zapata Avenue
 Zapata, TX 78076

If to Optionee: Reloj del Sol Wind Farm LLC
 c/o EDP Renewables North America LLC
 808 Travis, Suite 700
 Houston, Texas 77002
 Attn: General Counsel

6.2 Assignment. Optionee may freely assign this Agreement, in whole or in part, provided Optionee shall provide written notice to Optionor of such assignment including the name, address and phone number of such assignee. Upon Optionee's assignment of this Agreement in whole, coupled with the assignee's assumption of all of Optionee's obligations hereunder, Optionee shall have no further obligations or liability hereunder.

6.3 Attorneys' Fees; Venue. If either Party commences litigation for the interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, each Party shall be responsible for his/her/its own respective attorneys' fees and costs of such litigation. Each Party consents to the exclusive jurisdiction of the county courts sitting in Zapata County, Texas in any action or claim of, under or in connection with this Agreement or the transactions contemplated by this Agreement.

6.4 Survival. The indemnities provided in Section 5 hereof, the representations and warranties of Optionor contained in this Agreement, and the various covenants of the Parties set forth herein, shall all survive the exercise of the Option and the conveyance of the Property to Optionee.

6.5 Cooperation. Each Party shall promptly cooperate with the other Party in good faith and shall promptly perform such further acts as may be necessary or appropriate to carry out and accomplish the intent of this Agreement; and each Party shall, without demanding additional consideration therefor, execute (and cause its lenders, tenants and easement grantees to execute), and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by the other Party in connection therewith. Without limiting the generality of the foregoing, in connection with any application by Optionee or any affiliate thereof for a governmental permit, approval, authorization, entitlement or other consent (whether before or after the Closing Date), Optionor shall (a) support such application by filing a letter with the appropriate governmental agency or authority in a form satisfactory to Optionee and by testifying

publicly in favor thereof, (b) support Optionee's or such affiliate's position in regard to any requirement or condition of such permit, approval, authorization, entitlement or consent, including, without limitation, in regard to bonding or security requirements or amount, mitigation, environmental impacts or monitoring, and (c) not oppose, in any way, whether directly or indirectly, any such application or approval at any administrative, judicial or legislative level, or in any other public or private forum. Optionee agrees to reimburse Optionor for its reasonable and verifiable out-of-pocket costs incurred in connection with providing such support.

6.6 Construction. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. This Agreement has been arrived at by mutual negotiation of the Parties, and no provision hereof shall be construed against one Party in favor of the other Party merely by reason of draftsmanship. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Captions in this Agreement are inserted for convenience of reference only and do not define, describe, expand or limit the scope or intent of this Agreement or any term or provision hereof. As used herein, the term "close of escrow" means the date on which the grant deed conveying the Property to Optionee is recorded in the Official Records.

6.7 Miscellaneous. Optionor agrees that it will keep the terms of this Agreement strictly confidential and will not disclose the same to any other person or entity, except as may be required by the order of a court with jurisdiction, or Optionor's accountant, attorneys, and financial advisors, provided that in making such disclosure Optionor advises the party receiving the confidential information of the confidentiality thereof and obtains the agreement of said party not to disclose such confidential information. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the Party against whom the enforcement thereof is sought. In the event that any of the terms or provisions herein contained is held to be invalid, void or otherwise unenforceable, the fact that such term or provision is invalid, void or otherwise unenforceable shall not affect the validity or enforceability of any other term or provision herein contained. This Agreement sets forth the entire and only agreement and understanding between the Parties relating to the subject matter hereof, and supersedes and cancels all previous agreements, negotiations, commitments and representations in respect thereof. The terms of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and shall inure to the benefit of, each of the Parties and its respective heirs, administrators, executors, successors and assigns. The Parties agree that the subject matter of this Agreement is unique, and that, except as otherwise specifically provided herein, specific performance shall be available to enforce the obligations undertaken under this Agreement. The Parties hereby waive their respective rights to a trial by jury in any action or proceeding involving the Property or arising out of this Agreement. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Optionor: *Lauro R Martinez*
Lauro Rigoberto Martinez

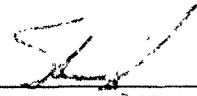
JOINDER

Erika I. Contreras joins in the execution of this Agreement for the sole purposes of (i) evidencing her consent to the Agreement and (ii) waiving and relinquishing any and all rights of dower, homestead and other spousal rights if any, she may have in the Property, and her joinder in the execution hereof does not and shall not constitute the assertion of any ownership or other rights in the Property.

Erika Contreras
Erika I. Contreras

[Signatures continued on following page.]

Optionee: Reloj del Sol Wind Farm LLC.
a Delaware limited liability company

By: 
Name: Steve Irvin
Its: Executive Vice President,
Western and Central Regions and Mexico

[End of signatures.]

EXHIBIT A TO OPTION AGREEMENT

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN ZAPATA COUNTY, TEXAS:

THE SURFACE ONLY TO A 19.34 acre tract of land, more or less, out of that certain 431.41161 acre tract of land located in the San Ygnacio Subdivision of the Jose Vasquez Borrego Grant, Abstract No. 209, Zapata County, Texas, being also out of and a part of Share One (1) of the Gutierrez Comunidad as described per Deed of Partition dated May 8, 1912 and recorded in Volume 610 pages 781-782 of the Deed Records of Zapata County, Texas. Said 19.34 acre tract of land being further described as parcel numbers 45, 46, 47, 48, 49, 50 on that survey map showing 118 parcels containing 376.44 acres of land, more or less, certified by Jacob G. Rathmell, Jr., registered public surveyor, in February 1982.

PIN: 10964

EXHIBIT A-1 TO OPTION AGREEMENT

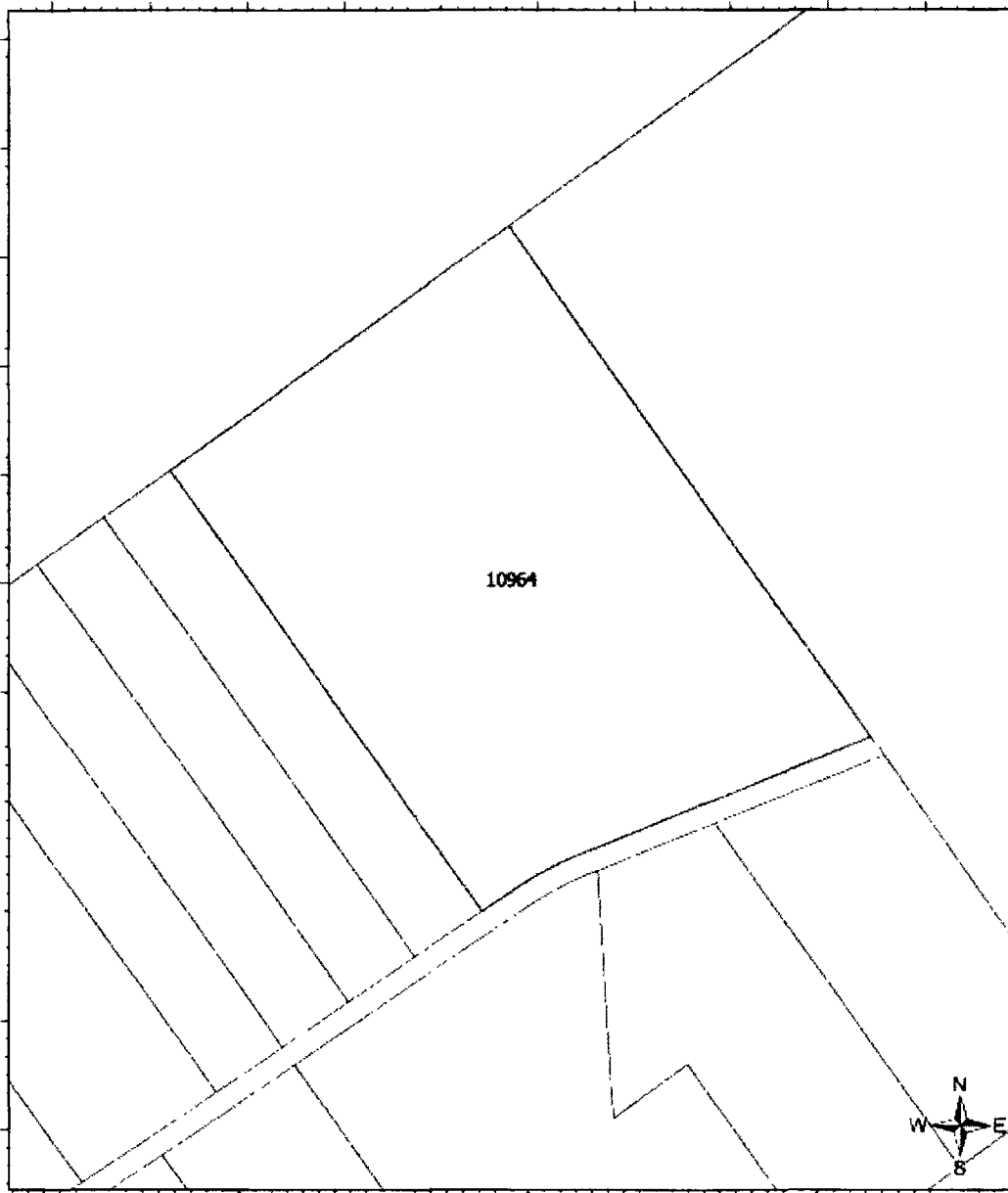


EXHIBIT B TO OPTION AGREEMENT

Memorandum of Option Agreement

See attached.

AFTER RECORDED RETURN TO:

Reloj del Sol Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made and entered into as of November ____, 2019 (the "Effective Date") by and between ____ ("Optionor") and Reloj del Sol Wind Farm LLC, a Delaware limited liability company ("Optionee").

RECITALS

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Optionee desires to acquire the right (but not the obligation) to purchase the Property and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee have entered into an unrecorded Option Agreement of even date herewith (the "Option Agreement").

C. Optionor and Optionee desire to execute this Memorandum to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the right and option (the "Option") to purchase the Property subject to all of the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter (the "Term").

3. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the purchase and sale of the Property and (ii) provisions relating to consideration for the Option.

4. Purpose of this Memorandum. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

5. Counterparts. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Memorandum and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

OPTIONOR:

By: _____

Name: _____

Its: _____

OPTIONEE:

Reloj del Sol Wind Farm LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, _____ of
_____, a _____, on behalf of
said _____.

My Commission Expires:

(SEAL)

Notary Public
Commission No. _____

STATE OF TEXAS)
) SS:
COUNTY OF _____)

Commission No.

EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN ZAPATA COUNTY, TEXAS:

PIN:

AFTER RECORDED RETURN TO:

Reloj del Sol Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made and entered into as of November 26th, 2019 (the "Effective Date") by and between **Lauro Rigoberto Martinez** ("Optionor") and Reloj del Sol Wind Farm LLC, a Delaware limited liability company ("Optionee").

RECITALS

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Optionee desires to acquire the right (but not the obligation) to purchase the Property and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee have entered into an unrecorded Option Agreement of even date herewith (the "Option Agreement").

C. Optionor and Optionee desire to execute this Memorandum to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the right and option (the "Option") to purchase the Property subject to all of the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter (the "Term").

3. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the purchase and sale of the Property and (ii) provisions relating to consideration for the Option.

4. Purpose of this Memorandum. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

5. Counterparts. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Memorandum and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

Optionor: Lauro R. Martinez
Lauro Rigoberto Martinez


JOINDER

Erika I. Contreras joins in the execution of this Memorandum for the sole purposes of (i) evidencing her consent to the Memorandum and (ii) waiving and relinquishing any and all rights of dower, homestead and other spousal rights if any, she may have in the Property, and her joinder in the execution hereof does not and shall not constitute the assertion of any ownership or other rights in the Property.

Erika Contreras
Erika I. Contreras

[Signatures continued on following page.]

Optionee: Reloj del Sol Wind Farm LLC,
a Delaware limited liability company

By: 
Name: Steve Irvin
Its: Executive Vice President
Western and Central Regions and Mexico

[End of signatures.]

NA

ACKNOWLEDGMENTS

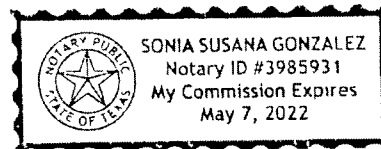
STATE OF TEXAS)
COUNTY OF Webb) SS:

The foregoing instrument was acknowledged before me this 7 day of November, 2019 by Lauro Rigoberto Martinez.

My Commission Expires:

5-7-2022
(SEAL)

Sonia Susana Gonzalez
Notary Public
Commission No. 3985931



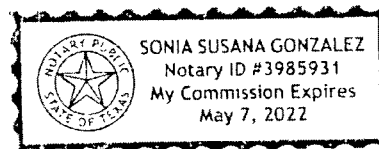
STATE OF TEXAS)
COUNTY OF Webb) SS:

The foregoing instrument was acknowledged before me this 7 day of November, 2019 by Erika I. Contreras.

My Commission Expires:

5-7-2022
(SEAL)

Sonia Susana Gonzalez
Notary Public
Commission No. 3985931



STATE OF TEXAS)
COUNTY OF HARRIS) SS:

The foregoing instrument was acknowledged before me this 26 day of November 2019 by STEVE IRVIN AS EMPLOYEE OF RENO RANCH of Reloj del Sol Wind Farm LLC, a Delaware limited liability company, on behalf of said limited liability company.

My Commission Expires:

11-3-2021
(SEAL)

Notary Public
Commission No. 1098334-0

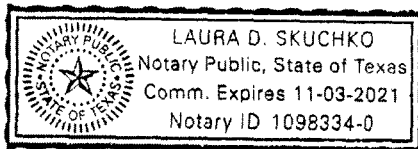


EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN ZAPATA COUNTY, TEXAS:

THE SURFACE ONLY TO A 19.34 acre tract of land, more or less, out of that certain 431.41161 acre tract of land located in the San Ygnacio Subdivision of the Jose Vasquez Borrego Grant, Abstract No. 209, Zapata County, Texas, being also out of and a part of Share One (1) of the Gutierrez Comunidad as described per Deed of Partition dated May 8, 1912 and recorded in Volume 610 pages 781-782 of the Deed Records of Zapata County, Texas. Said 19.34 acre tract of land being further described as parcel numbers 45, 46, 47, 48, 49, 50 on that survey map showing 118 parcels containing 376.44 acres of land, more or less, certified by Jacob G. Rathmell, Jr., registered public surveyor, in February 1982.

PIN: 10964

OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT

THIS OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT (this "*Option Agreement*") is made and entered into as of the 14 day of January, 2020 (the "*Effective Date*") by and between J.W. & D.L. BRAMAN CHILDRENS LIMITED PARTNERSHIP, whose address is P.O. Box 400, Victoria, Texas 77902 ("*Optionor*"), and Reloj del Sol Wind Farm LLC, a Delaware limited liability company ("*Optionee*"), whose address is c/o EDP Renewables North America LLC, 808 Travis, Suite 700, Houston, Texas 77002.

RECITALS

A. Optionor is the owner of the real property described in Exhibit A attached hereto and incorporated herein (the "*Property*").

B. Optionee desires to develop, construct and operate a commercial wind power project consisting of wind-powered turbines and generators capable of producing electricity and associated appurtenances, equipment, facilities and roadways that will produce and transmit electrical energy, including without limitation, related power lines and other equipment and facilities used or useful in connection with the production and transmission of electrical energy (the "*Wind Project*") in, on and upon certain real property in the vicinity of the Property (the "*Wind Project Property*"). Nothing in this Agreement shall grant Optionee any right to develop, construct or operate the Wind Project on the Property, other than for the transmission of electrical energy produced by the Wind Project, and Optionee shall not develop, construct or operate the Wind Project on the Property, except as set forth in the Transmission Easement Agreement or a separate agreement between the parties.

C. Optionee desires to acquire the right (but not the obligation) to purchase perpetual, appurtenant and non-exclusive easements for above ground and underground power transmission lines and related facilities on and over that portion of the Property in the location designated on Exhibit B attached to the Transmission Facilities Easement Agreement and defined in the Transmission Facilities Easement Agreement as "*Easement Property*" (also referred to herein as the "*Easement Property*"), and Optionor desires to grant such option to Optionee.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee (each, a "*Party*" and together, the "*Parties*") hereby agree as follows:

1. Grant of Exclusive Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the exclusive right and option (the "*Option*") to acquire perpetual, non-exclusive easements on, over, under, across and through the Easement Property (the "*Easement*") in accordance with the terms and conditions of the Transmission Facilities Easement Agreement (the "*Transmission Easement Agreement*") to be entered into by and between Optionor as the "Grantor" and Optionee as the "Grantee," which Transmission Easement Agreement shall be

in the form attached hereto and incorporated herein at Schedule 1. The Easement shall be appurtenant to the Wind Project Property.

2. Option Term. The term of the Option and this Option Agreement shall commence on the Effective Date and shall continue for one (1) year expiring on the first (1st) anniversary of the Effective Date (the "**Term**").

3. Method of Exercising Option. Optionee may exercise the Option, at any time during the Term, by giving written notice (the "**Option Notice**") to Optionor in accordance with the notice requirements of Section 8 hereof and delivering to Optionor the Easement Consideration Payment ("**Easement Consideration Payment**") which shall be defined as being: (a) a one-time lump sum

[REDACTED]

including but not limited to noise related to construction, other impacts resulting from construction such as loss of agricultural production, and diminution in value of the Property. Optionee shall specify in the Option Notice the date on which the Easement is to commence. Within fifteen (15) days after the Option Notice is given to Optionor, the Parties shall sign, date and deliver the Transmission Easement Agreement. The Transmission Easement Agreement contains all of the terms, conditions, covenants, representations, warranties and other provisions intended by the Parties to be applicable to the Easement, and as they exist in Schedule 1, are in final and complete form. At the time of execution and delivery of the Transmission Easement Agreement, Optionor shall deliver to Optionee such additional documents, affidavits, certificates and other items as Optionee may reasonably require (a) for the purpose of confirming the authority of Optionor to enter into the Transmission Easement Agreement and (b) to allow for issuance of an ALTA owner's policy of title insurance in a form acceptable to Optionee.

4. Consideration for the Option and the Transmission Line Easement.

4.1 The Option is granted in consideration of Optionee paying to Optionor a one-time lump sum payment in the amount of [REDACTED] (the "**Option Fee**") at the time of execution of this Option Agreement. The Option Fee shall be non-refundable, is independent consideration for this Option Agreement, and Optionee shall not be entitled to a credit or offset of the Option Fee against the Easement Consideration Payment set forth in Section 3 above.

4.2 The consideration for the Easement is as stated in Section 3 above and shall be paid by Optionee in accordance therewith.

5. Termination of Option. If Optionee fails to exercise the Option prior to the expiration of the Term, the Option and this Option Agreement shall automatically and immediately expire and terminate without notice.

6. Representations and Warranties of Optionor. Optionor hereby makes the following representations and warranties to Optionee, which representations and warranties shall be effective as of the Effective Date and shall continue to be effective at and survive the commencement of the term of the Transmission Easement Agreement.

6.1 (a) Optionor is the sole owner of the Easement Property; (b) each person or entity signing this Option Agreement on behalf of Optionor is authorized to do so; (c) Optionor has the unrestricted right and authority to execute and perform its obligations under this Option Agreement and to grant the rights granted to Optionee hereunder; (d) no other person (including any spouse) is required to execute this Option Agreement in order for it to be fully enforceable as against all interests in the Easement Property; (e) this Option Agreement constitutes a valid and binding agreement, enforceable against Optionor in accordance with its terms; and (f) Optionor is not the subject of any bankruptcy, insolvency or probate proceeding.

6.2 No litigation is pending, and, to the best of Optionor's knowledge, no actions, suits, claims, legal proceedings or any other proceedings are pending, proposed, threatened or anticipated with respect to any matter affecting the Easement Property.

6.3 The Property has both practical and legal access to a public road.

6.4 To the actual knowledge of Optionor, (a) no underground tanks are now located or at any time in the past have been located on the Easement Property or any portion thereof; (b) no hazardous materials have been generated, treated, stored, disposed of or otherwise deposited in or on or allowed to emanate or migrate from the Easement Property or any portion thereof other than as permitted by all applicable federal, state and local environmental laws, statutes, ordinances, orders, rules or regulations (collectively, "*Environmental Laws*" or "*Environmental Law*"); and (c) there are no hazardous materials or any other substances, materials or conditions in, on or emanating or migrating from the Easement Property or any portion thereof that may support a claim or cause of action under any Environmental Law. For purposes of clarification, the representations regarding compliance with Environmental Laws set forth in this Section 6.4 shall not create an affirmative obligation on the part of Optionor to acquire knowledge regarding any applicable Environmental Laws.

6.5 To the actual knowledge of Optionor, there are no unrecorded commitments or agreements with any governmental agency or public or private utility affecting the Easement Property or any portion thereof that have not been disclosed in writing by Optionor to Optionee.

6.6 Optionor holds fee title to the Easement Property free and clear of any liens or encumbrances that could reasonably be expected to delay, interfere with, impair or prevent the exercise of any of Optionee's rights under this Option Agreement or the Transmission Easement Agreement.

7. Entry on Property. At any time during the Term, Optionee and its representatives, agents, independent contractors, designees and affiliates shall have the right to enter upon the

Easement Property for the purpose of conducting activities in preparation for entering into the Transmission Easement Agreement including, without limitation, land surveys and soil tests. Additionally, Optionor hereby temporarily grants to Optionee and its representatives, agents, independent contractors, designees and affiliates a non-exclusive, non-assignable temporary right of access for passenger vehicular and pedestrian traffic through, over, and across Landowner's private roadway from U. S. Hwy. 83 to the Easement Property and Landowner's private roadway lying along and adjacent to the Easement Property, such private roadways being as depicted in Exhibit C attached to and made a part of the Transmission Easement Agreement. Optionee's right of access shall terminate upon the earlier of the expiration of the Term of this Agreement or upon Optionee's delivery of the Option Notice. Optionee represents, warrants, and covenants that all ranch roads of Optionor shall be protected from damage during Optionee's work, including any damage from construction traffic and equipment travelling the roadways. In the event of any damages, Optionee shall repair and fully restore such ranch roads upon completion of their work, to as good or better condition than existed prior to said damage.

8. Notice. All notices, statements, demands, correspondence or other communications required or permitted by this Option Agreement shall be in writing and shall be deemed given (a) when personally delivered to the recipient; (b) three (3) days after deposit in the United States mail, first class, postage prepaid and certified; or (c) the next business day if sent by overnight courier, provided receipt is obtained and charges prepaid by the delivering Party (except that a Party's refusal to accept delivery under clause (a), (b) or (c) above shall be the equivalent of delivery and receipt for purposes hereof), and shall be addressed to the address of the applicable Party as set forth in the Recitals above; provided however, that each Party may change its address for purposes of this Section 8 by giving written notice of such change to the other Party in the manner provided in this Section 8.

9. Successors and Assignees; Assignment. The Easement Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the Option and the covenants, terms and provisions set forth in this Option Agreement, which Option, covenants, terms and provisions shall run with the Easement Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assignees, and all persons claiming under them. Optionee shall not have the right to sell, assign, encumber or otherwise transfer the Option and this Option Agreement without obtaining Optionor's consent, which consent may be withheld at the sole discretion of Optionor.

10. Memorandum. Concurrently with the execution of this Option Agreement, Optionor and Optionee shall execute, cause to be notarized and deliver the Memorandum of Option Agreement ("Memorandum") attached hereto as Exhibit B, which Memorandum shall promptly thereafter be recorded in the Official Records of Zapata County, Texas.

11. Entire Agreement; Amendments. This Option Agreement, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter

mentioned or contemplated herein, and all prior or contemporaneous proposals, agreements, understandings and representations, whether oral or written, are superseded hereby. This Option Agreement can only be modified or amended by a writing signed by both Parties.

12. Legal Matters. This Option Agreement shall be governed by and interpreted in accordance with the Law of the State of Texas. In any suit arising under this Agreement or relating in any way to the obligations of the Parties hereunder, Optionor and Optionee agree that venue for such suit shall be in a state court of appropriate jurisdiction in Zapata County, Texas. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Option Agreement and is hereby waived. If either Party brings an action or proceeding in connection with this Option Agreement or any of the terms, covenants or conditions hereof, the prevailing Party shall be entitled to recover from the other Party reimbursement for all reasonable expenses, costs and attorneys' fees incurred in connection therewith and any related appeals. Should any provision of this Option Agreement be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. The Parties agree that the subject matter of this Option Agreement is unique, and that specific performance shall be available to enforce the obligations undertaken under this Option Agreement.

13. Miscellaneous. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. Captions used herein are for convenience of reference only and do not affect the meaning or intent hereof. If Optionor consists of more than one person or entity, then (a) each reference herein to "Optionor" shall include each person and entity signing this Option Agreement as or on behalf of Optionor and (b) the liability of each person and entity signing this Option Agreement as or on behalf of Optionor shall be joint and several. If this Option Agreement is not executed by one or more of the persons or entities comprising the Optionor herein, or by one or more persons or entities holding an interest in the Property, then this Option Agreement shall nonetheless be effective, and shall bind all those persons and entities who have signed this Option Agreement. Optionor agrees that it will keep the terms of this Option Agreement strictly confidential and will not disclose the same to any other person or entity, except as may be required by the order of a court with jurisdiction. Notwithstanding anything herein, Optionor shall be allowed to disclose the details of this Agreement to its employees, officers, directors, partners, and any consultant, advisor (including, without limitation, any legal, financial or accounting advisor) or agent retained by Optionor. The Parties shall at all times hereafter execute any documents and do any further acts that may be necessary to carry out the purposes or intent of this Option Agreement, including without limitation, any estoppel certificates or similar statements that either Party or its lenders may require from time to time. The representations and warranties of Optionee contained in Section 7 of this Option Agreement shall all survive the exercise of the Option and the granting of the Easement to Optionee. This Option Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

14. Waiver of Consequential Damages. In no event shall Optionee or Optionor or any of their respective officers, directors, members, partners, shareholders, lenders, employees, agents or

affiliates be liable for special, indirect, exemplary, punitive, or consequential damages of any nature whatsoever connected with or resulting from the performance or non-performance of this Option Agreement or any exhibit attached hereto, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability, contract, operation of law or otherwise.

15. Permitting.

15.1 During the Term, Optionee and its representatives, agents, independent contractors and affiliates shall have the right to (a) meet with all governmental agencies (including, without limitation, Zapata County), and with any other persons or entities with whom Optionor has contractual arrangements in connection with or relating to the Easement Property or any portion thereof, and (b) discuss with any such agencies, persons and entities the terms of this Option Agreement, the terms of any contractual arrangements between Optionor and any such agency, person or entity, and any other matters relating to the Easement Property or Optionee's intended use thereof, and Optionor shall fully cooperate therewith.

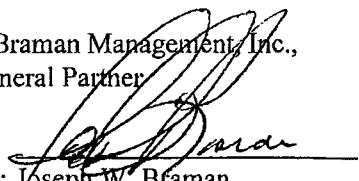
15.2 During the Term, Optionee and its representatives, agents, independent contractors and affiliates shall have the right to apply for, process, and obtain any permits, licenses, approvals, authorizations or entitlements associated with Optionee's intended use of the Easement Property, and Optionor shall fully cooperate therewith.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Option Agreement as of the Effective Date.

OPTIONOR: J.W. & D.L. BRAMAN CHILDRENS
LIMITED PARTNERSHIP

By: J.W. Braman Management, Inc.,
its General Partner

By: 
Name: Joseph W. Braman
Its: President

OPTIONEE: Reloj del Sol Wind Farm LLC,
a Delaware limited liability company


By: 
Name: _____
Its: Steve Irvin
Executive Vice President,
Western and Central Regions and Mexico

EXHIBIT A TO OPTION AGREEMENT

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF ZAPATA, STATE OF TEXAS:

TRACT ONE: The SURFACE STATE ONLY in and to that certain 5945.05 acre tract of land situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas, which is more particularly described as follows:

All of that certain tract or parcel of land situated in the Jose Vasquez Borrego Grant, A-209, Zapata County, Texas and being 5,945.05 acres out of the First Tract, called 8,476.58 acres as described in deed from Layne Clark Talbert et al to Larry G. Hancock recorded in Volume 642, Page 106, Official Public Records of Zapata County, Texas and being more particularly described as follows:

Beginning at a Once corner post at the South corner of a 17,511.14 acre tract as described in deed to Larry G. Hancock recorded in Volume 661, Page 195, Official Public Records of Zapata County, Texas and the East corner of a called 4,919.1 acre tract as described in deed to Lannie Moom Moses, recorded in Volume 271, Page 627 and Volume 277, Page 324, Deed Records of Zapata County, Texas and being on the Northwest line of the said 8,476.58 acres.

Thence N 34°27'38" E along the Northwest line of this tract and the Southeast line of the said 17,511.14 acres, 919.55 feet to an fence corner.

Thence N 76°57'53" E along on and across the said called 8,476.58 acres following an existing barbed wire fence, 223.02 feet to a 1/4 inch iron rod, set; S 45°16'40" E, 967.63 feet to a 1/4 inch iron rod, set; S 74°54'28" E, 2,715.59 feet to a 1/4 inch iron rod, set; S 6°18'56" E, 2,751.93 feet to a 1/4 inch iron rod and S 35° 58'57" E, 3,703.46 to a fence corner post at the most Eastern inside Ell corner in the Southeast line of the said called 8,476.58 acres and the most Northern Northwest corner of the Margarito Uribe tract as described in Partition Deed recorded in Volume 53, Page 587, Zapata County Deed Records.

Thence S 35° 20' 14" E continuing with the Northeast line of this tract and following an existing fence line, 2,995.97 feet to a fence corner post at the East corner of this tract and an inside Ell corner in the North line of the said Margarito Uribe tract.

Thence S 34° 28'56" W along the Southeast line of this tract, same being the Southeast line of the said called 8,476.58 acres, the Northwest line of the said Margarito Uribe tract and following and existing barbed wire fence, 7,024.78 feet to a fence corner on the North line of the Jesus Uribe Vergara tract as described in said Partition Deed recorded in Volume 53, page 587, Zapata County, Texas deed records, the East corner of the Trinidad Uribe tract described in said Partition Deed and being an outside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence N 35°30'09" W along the Northeast line of the said Trinidad Uribe tract, 3,017.13 feet to a fence corner at the North corner of same an the inside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence S 54°38'35" W along the North line of the said Trinidad Uribe and the Southeast line of the

said called 8,476.58 acres, following the general line of an existing barbed wire fence, 16,554.07 feet to a fence corner post at the East corner of Maria Gutierrez's Share 3 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 35° 36' 19" W along the Northeast line of said Share 3, following an existing barbed wire fence, 2,936.12 feet to a fence corner post found at the North corner of Vicente Gutierrez at s's Share 4.

Thence S 34° 09' 36" W along the Northeast line of said Share 4 and an existing barbed wire fence, 1,772.37 feet to a fence corner post at the most Southern East corner of Josefa Sanchez's Share 3 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Page 2 - field notes, Larry G. Hancock 5,945.03 acres.

Thence N 35° 47' 32" W along the Northwest line of said Share 3, following an existing fence, 1,256.12 feet to a fence corner post at the outside ELL corner in said Northwest line of Share 3, continuing along said fence, N 54° 12' 11" E, 1,778.11 feet to a fence corner post at the inside ELL corner in said Northeast line of said Share 3 and N 35° 29' 59" W, continuing along said fence line, 1,732.13 feet to a 3 inch iron pipe found at the North corner of said Share 3 and the inside ELL corner in the upper Southeast line of the said called 8,476.58 acres.

Thence S 34° 24' 23" W along the North line of said Share 3 and with an existing barbed wire fence, and the upper Southwest line of the said called 8,476.58 acres, 11,766.37 feet to the Southeast corner of Parcel Z-503.1-B, called 3.31 acres, as shown on map recorded in Volume 13, Page 44, Map Records of Zapata County, Texas.

Thence N 8° 27' 00" W along the East, North and West boundary of said Parcel Z-503.1-B 139.75; N 44° 13' 00" E, 455.22 feet; N 24° 13' 00" W, 167.25 feet; S 68° 51' 20" W, 318.53 feet to a 2" iron pipe, found, stamped B-A-196; S 15° 39' 40" W, 478.83 feet to a 2 inch iron pipe, found, stamped B-A-197 and S 6° 50' 45" E, 167.24 feet to corner on the said Southeast line of the said called 8,476.58 acres and the Northwest line of said Share 3.

Thence S 34° 27' 59" W along the said Southeast line and Northwest line, 508.91 feet to corner on the East line of Parcel Z-503.2-B, called 31.73 acres, as shown on map recorded in Volume 13, Page 44, Map Records of Zapata County, Texas.

Thence N 73° 33' 02" W along the East line of said Parcel Z-503.2-B, 305.06 feet to a 2 inch iron pipe, found, stamped B-A-202 and N 4° 04' 01" E, 1,209.26 feet to corner on the most Southern North line of the said called 8,476.58 acres and the South line of Antonio Gutierrez's Share 1, recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 54°37'14"E along the said Northwest and Southeast lines, 1,018.52 feet to a 1/4 inch iron rod found on the West right-of-way line of U.S. Highway 83; N 54°03'39"E, 159.17 feet to a 1/4 inch iron rod found on the East right-of-way line of said Highway and N 54°31'43"E, 10,856.01 feet to a fence corner post at the East corner of said Share 1.

Thence N 35°30'50"W following an existing barbed wire fence along the Northeast line of said Share 1, 1,960.87 feet to a fence corner post at the North corner of same on the South line of the said called 4,919.1 acre tract as described in deed to Lannis Mecom Moses,

Thence N 54°30'59"E along the Southeast line of the said called 4,919.1 acres and the Northwest line of the said called 3,476.58 acres; 21,895.51 to the place of beginning and containing 3,945.05 feet more and except 12.04 acres lying within the U.S. Highway 83 right-of-way leaving a net acreage of 3,932.99 acres.

SAVE AND EXCEPT the SURFACE ESTATE ONLY of a parcel of land containing 199.07 acres, more or less, and being out of a 5945.05 acre tract conveyed to Larry Hancock to Todd Williams and wife, Tracy Williams of record in Volume 699, Page 726, Official records of Zapata County, Texas, and situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas and being more particularly described as follows:

**199.07 ACRES
LA PERLA RANCH
J.V. BORRERO GRANT**

Field notes describing the surface only of a parcel of land containing 199.07 acres, more or less, being out of a 5,945.05 acre tract as conveyed by Larry Harwood to Todd Williams and wife Tracy Williams of record in volume 698 page 720 et seq., Zapata County Deed Records. Said 5,945.05 acre parcel being out of the J.V. Borrego Grant, Abstract 209, Zapata County, Texas. Herein described parcel as shown in Survey Map RG-5-2005-VLM as completed for this survey and more particularly described as following, to wit:

Commencing at the northeast corner as fenced of said 5,945.05 acre parcel, also being the northwest corner of a 1242.19 acre tract of record in volume 717 page 414 et seq., also being at NAD 83, Texas South Zone 4205 Coordinate N 10843578.41, E 708116.30 referenced from USGS control monument "Zapata Reset"; Thence S54d34'24"W for a distance of 919.40 feet along the northerly limits of said 5,945.05 acre parcel as fenced to a 1/4 inch set iron rod for the Point of Beginning, hereof, also being the northeast corner, hereof;

Thence along the following points of deflection as follows:

S.31°01'04"E., a distance of 473.89 feet to a set 1/4 inch iron rod;
S.67°38'48"E., a distance of 205.02 feet to a set 1/4 inch iron rod;
S.30°13'30"W., a distance of 1,140.04 feet to a set 1/4 inch iron rod;
S.41°53'04"W., a distance of 582.07 feet to a set 1/4 inch iron rod;
S.74°10'29"W., a distance of 34.76 feet to a set 1/4 inch iron rod;
S.07°20'08"E., a distance of 1,895.44 feet to a set 1/4 inch iron rod;
S.65°27'03"W., a distance of 948.43 feet to a set 1/4 inch iron rod;
S.05°45'08"E., a distance of 3.70 feet to a set 1/4 inch iron rod;
S.02°38'07"E., a distance of 479.69 feet to a set 1/4 inch iron rod;
S.29°32'59"E., a distance of 53.28 feet to a set 1/4 inch iron rod;
S.18°27'57"E., a distance of 185.43 feet to a set 1/4 inch iron rod for the southeast corner, hereof;

S.59°05'28"W., a distance of 612.32 feet to a set 1/4 inch iron rod;
N.76°40'02"W., a distance of 18.24 feet to a set 1/4 inch iron rod;
S.25°03'58"W., a distance of 429.87 feet to a set 1/4 inch iron rod;
N.72°03'30"W., a distance of 301.70 feet to a set 1/4 inch iron rod for the southwest corner, hereof;

N.03°33'17"W., a distance of 748.61 feet;
N.02°25'53"E., a distance of 541.35 feet;
N.13°57'21"W., a distance of 2,342.55 feet to a 1/4 inch iron rod found for the northwest corner, hereof;

Thence, along the northerly limits of said 5,945.05 acre parcel as fenced as follows:
N.54°27'13"E., a distance of 2,239.83 feet to a set 1/4 inch iron rod;
N.54°28'23"E., a distance of 934.35 feet to a found 1/4 inch iron rod;
N.54°27'25"E., a distance of 304.48 feet to said Point of Beginning, containing within these miles and bounds 199.07 acres of land, more or less.

Basis of Bearings: GPS NAD83/NAVD83 Texas State Plane 4205 Coordinates, Grid, established on the ground using classical GPS methods from U.S.G.S. control monument "Zapata Reset".

I, JACOB G. RATHMELL, JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2496, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES ARE A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY COMPLETED ON THE GROUND IN MAY OF 2005 UNDER MY DIRECT SUPERVISION AND FROM OFFICE RECORDS AVAILABLE TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

[Signature]
JACOB G. RATHMELL, JR.
2005

and

SAVE AND EXCEPT the SURFACE STATE ONLY of a parcel of land containing 158.24 acres, more or less, and being the same 158.24 acre tract described in Special Warranty Deed dated August 1, 2012 from Joseph W. Braman as Grantor, to Alonzo Pena and wife, Magda Pena as Grantee, of record in Volume 917 at Page 874 of the Official Records of Zapata County, Texas.

PIN: 105683

SCHEDULE 1

Form of the Transmission Easement Agreement

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.

Line Name:

Line No.: Tract No.:

TRANSMISSION FACILITIES EASEMENT AGREEMENT

THIS TRANSMISSION FACILITIES EASEMENT AGREEMENT (this "*Agreement*") is made and executed to be effective as of the _____ day of _____, 2020 (the "*Effective Date*") by and between J.W. & D.L. BRAMAN CHILDRENS LIMITED PARTNERSHIP (collectively with its successors and assigns hereunder, "*Landowner*"); and RELOJ DEL SOL WIND FARM LLC (together with its successors and assigns hereunder, "*Grantee*").

RECITALS:

A. Landowner is the owner of the approximately 5,587.74 acres of land (the "*Land*") situated in Zapata County, Texas, described in Exhibit A attached to and made a part of this Agreement, together with all other rights, interests, privileges and appurtenances pertaining to the Land.

B. Grantee desires to use a portion of the Land for development, construction, operation, use and maintenance of transmission facilities, defined below, to be used solely in connection with the transmission of electricity, and Landowner is willing to grant Grantee an easement therefor, subject to and upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Grant, Purpose and Use of Easement.

1.1. Grant. Landowner hereby grants and conveys to Grantee, for the purposes hereinafter set forth, (a) an irrevocable, non-exclusive, assignable commercial easement in

gross upon, through, under, over, across and above that certain property being a one hundred fifty foot (150') wide strip of land described and/or depicted in Exhibit B attached to and made a part of this Agreement (the "*Easement Property*"), for the purposes set forth in Section 1.2 below, together with a temporary work space easement upon, under, over, across and above such additional portions of the Land as is reasonably necessary for the construction and installation of the Transmission Facilities (defined below) within the Transmission Corridor as defined herein; and, (b) an irrevocable, assignable commercial easement in gross for the purposes of ingress, egress and access upon, through, over and across the Easement Property by point of entries from any place where the Easement Property intersects with a public road or Grantee's easements on adjoining and connecting tracts (collectively, the "*Easement*"). Landowner, and Landowner's heirs, personal representatives, successors and assigns shall have the right to the use and enjoyment of the property within the Easement Property area for all purposes other than those which interfere with the rights herein granted to Grantee. Landowner reserves the right to graze livestock and to plant, grow, and harvest crops, but not trees, within the Easement Property. Landowner further reserves the right to construct, maintain, repair, and operate roads, underground communication conduit, electric transmission and distribution lines, telephone lines, oil and gas, irrigation, water, drainage, and sewer pipelines, and other utilities across the Easement Property and to grant easements and permits to others to do so. It is agreed and understood that the Easement granted herein is a 'non-exclusive' easement and Landowner expressly reserves the right to grant other pipeline and utilities easements across the Easement Property which will not interfere with the use by Grantee of the Easement granted herein provided that such other easements do not serve to damage, destroy, endanger, obstruct, interfere or alter the operation of the Transmission Facilities. Landowner shall not place, construct, install, erect, or permit any house, building, structure or improvement within the Easement Property. Notwithstanding anything herein to the contrary, Landowner shall have the right to continue to maintain, construct, repair and rebuild fences for the control of livestock across the portions of the Easement Property provided that Grantee shall have the right to require, for the purposes of access by Grantee, adequate gates in any fences hereinafter constructed by Landowner which cross the Easement Property.

1.2. Purpose. The Easement shall be for the following purposes:

(a) The development, erection, construction, installation, replacement, removal, maintenance, operation and use of one (1) 345 kV overhead line and underground electrical transmission facilities, including, without limitation, poles, towers and other structures, guys, wires, cables, conduits, and appurtenances thereto, and any and all other facilities, equipment and improvements necessarily related thereto to be used solely in connection with the transmission of electricity (the foregoing herein collectively called the "*Transmission Facilities*"); and

(b) Pedestrian and vehicular ingress, egress and access over and across the Easement Property. Except in emergency situations, Grantee shall enter the

Easement Property only from public roads or its easements on adjoining and connecting tracts. Grantee shall not have the right to utilize or travel on or across portions of the Land or Landowner's roads outside the Easement Property, except in emergency situations, in which case Grantee shall notify Landowner's representative of such emergency access as soon as practicable.

1.3. Use. The Easement shall be for the use of Grantee and its employees, contractors, subcontractors, agents, licensees, invitees, successors and assigns.

1.4 Temporary Ingress and Egress Easement. Landowner hereby temporarily grants and conveys to Grantee (a) a non-exclusive temporary easement through, over, and across Landowner's private roadway from U. S. Hwy. 83 to the Easement Property and Landowner's private roadway lying along and adjacent to the Easement Property, such private roadways being as depicted in Exhibit C attached to and made a part of this Agreement, ("Temporary Ingress/Egress Easement"), and Grantee shall have the right to have ingress and egress on, over, and through the Temporary Ingress/Egress Easement during initial construction of the Transmission Facilities, for any and all purposes reasonably necessary for the exercise and enjoyment of the rights and privileges herein conveyed. Grantee's rights to utilize the Temporary Ingress/Egress Easement for initial construction of the Transmission Facilities shall commence upon the Effective Date and expire upon completion of installation of the Transmission Facilities; provided, however, that construction operations on the Transmission Facilities shall commence within eighteen (18) months of the Effective Date. The rights of Grantee to utilize the Temporary Ingress/Egress Easement shall expire should construction operations not commence within such periods. The rights of Grantee to use and occupy the Temporary Ingress/Egress Easement during construction and installation of the Transmission Facilities will continue only while such operations (including any surface restoration following such activities) are underway and being pursued with reasonable diligence by Grantee. In no event will the use of the Temporary Ingress/Egress Easement by Grantee continue for a longer period than necessary for the completion of such operations when diligently pursued or for a longer period than twelve (12) months from commencement of initial construction of the Transmission Facilities. Further, Grantee represents, warrants, and covenants that all ranch roads shall be protected from damage during Grantee's work, including any damage from construction traffic and equipment travelling the roadways. In the event of any damages, Grantee shall repair and fully restore such ranch roads upon completion of their work, to as good or better condition than existed prior to said damage.

Section 2. Term. The term of this Easement is perpetual. Notwithstanding the foregoing, if, within 5 years of the Effective Date, Grantee has not installed or constructed Transmission Facilities on the Easement Property then this Agreement shall expire and terminate and be of no further force and effect. Grantee shall, within thirty (30) days after Landowner's request therefor, execute and deliver a quitclaim deed or termination notice in recordable form evidencing such termination and release. Notwithstanding anything herein to the contrary, if, after installation of the

Transmission Facilities in keeping with the timeframes established herein, Grantee fails to use the Transmission Facilities located within the Easement Property for any continuous period of twenty-four (24) months for the purposes of transporting electricity, as to such Transmission Facilities and related appurtenances, this Agreement and all rights of Grantee hereunder will terminate and Grantee shall remove all Transmission Facilities from the Land. Upon written request from Landowner, Grantee shall provide Landowner with such information as may be reasonably requested by Landowner which indicates whether Grantee is utilizing the Transmission Facilities for purposes of transmitting and distributing electricity, including any application or report filed with applicable governmental authority. Additionally, Landowner shall have the right, upon reasonable notice to Grantee and at Landowner's own expense and sole risk, to engage any qualified individual or firm to examine or test any meter, gauge or measuring devices used by Grantee or others, for the purposes of determining whether the Transmission Facilities are being utilized by Grantee for the purposes contemplated herein.

Section 3. Payments to Landowner. In consideration of the rights granted under this Agreement, Grantee agrees to pay Landowner the amounts defined as the Easement Consideration Payment as set forth in that certain Option Agreement for Transmission Line, executed by and between Landowner and Grantee. The above said consideration includes payment for the rights, privileges, and easements herein granted and damages that will ordinarily and necessarily result from the initial construction of the Transmission Facilities on said land, but does not include compensation for damages resulting from negligence, intentional misconduct, or failure to comply with this Agreement on the part of Grantee, or arising from Grantee's operations on said land after the initial construction of the Transmission Facilities. Without limiting the foregoing, the consideration paid for the rights, privileges and easements granted herein does not include any compensation for damages arising from any repair or removal of the Transmission Facilities. Grantee shall pay to Landowner and to Landowner's tenants, if any, from time to time, all damage to crops, soil, grass, trees, water wells, fences, livestock and improvements on the Land caused by the construction, repair, use, maintenance, or removal of the Transmission Facilities or any other operations of Grantee hereunder, other than the damages within the Easement Property that would ordinarily and necessarily result from initial construction and installation of the Transmission Facilities. Grantee shall pay all damages to Landowner and others related to the activities of Grantee or its contractors or agents on Landowner's property, whether within the Easement Property or otherwise, whether within the course and scope of their work or not, including, but not by way of limitation, damages resulting from electric charge, from any interference with drainage, or from the escape of livestock from Landowner's property.

Section 4. Grantee's Covenants. Grantee hereby covenants to Landowner as follows:

4.1 Siting of Transmission Facilities. Grantee will use commercially reasonable efforts to locate Transmission Facilities in close proximity to roads and fences then located on the Easement Property.

4.2. Establishment of Transmission Corridor. When the initial Transmission Facilities are constructed on the Easement Property and become operational, Grantee will not, without the prior consent of Landowner, relocate the constructed Transmission Facilities or construct additional Transmission Facilities on the Easement Property outside of the Transmission Corridor as defined herein (the "**Transmission Corridor**") extending (i) seventy-five feet (75') from, on each side of, and parallel with, the centerline of the transmission lines or cabling constructed on the Easement Property; and (ii) a radius of seventy-five feet (75') around Support Structures ("**Support Structures**") and (iii) a radius of seventy-five feet (75') around Turning Support Structures with a turn radius of 45 degrees or greater ("**Turning Support Structures**"). Support Structures and Turning Support Structures are monopoles or H-Frame structures, and other guys, wires, cables, anchors and similar non-current carrying Transmission Facilities intended for the physical support of wires, conduits and other current carrying Transmission Facilities. At the request of Landowner, within 180 days of the completion of the Transmission Facilities, Landowner and Grantee shall execute an amendment to this Agreement and the Easement Agreement evidencing the legal description of the Easement Property and the final location of the Transmission Facilities and resulting Transmission Corridor, which amendment shall be recorded in the office of the county recorder of Zapata County, Texas at Grantee's expense.

4.3. Gates and Fences. Grantee shall at all times keep all gates on the Easement Property closed except when open to permit the passage of vehicular traffic, and shall not permit livestock to stray or escape through such gates at any time. Grantee acknowledges that Landowner has a right to maintain locks on all exterior gates provided that Landowner shall provide Grantee with a key or with the combination to such locks. When installing a gate within Landowner's existing fence, Grantee agrees to make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fences of which they are part and become incorporated within. Alternatively, Landowner shall have the right to require Grantee to install a cattle guard in lieu of a gate.

4.4. Care and Appearance. Grantee, in its exercise of the Easement and other rights granted hereunder shall keep the Easement Property clean and free of debris created by Grantee, its contractors, or others brought onto the Easement Property by Grantee. Grantee shall implement erosion control measures as appropriate and promptly after completion of construction or maintenance operations in connection with the Easement, Grantee shall fill all ruts, holes and other depressions caused by such operations and restore all surfaces utilized to as near normal grade and level as is reasonably practicable unless otherwise agreed to by the Landowner. Grantee shall re-plant improved or native grasses of the same type and quality as exists in the disturbed areas immediately prior to commencement of construction activities, but not crops or other types of vegetation, on any unimproved portion of the Easement Property that was in native grassland prior to construction. No roadway will be constructed by Grantee without Landowner's prior written consent, which consent may be withheld by Landowner in Landowner's sole discretion. Neither Grantee nor any of its contractors, employees, agents or affiliates shall be allowed to bring any firearms,

recreational equipment, dogs, alcohol, or illegal drugs onto the Easement Property without the express written permission of Landowner. No contractors, employees, agents or affiliates shall be under the influence of alcohol or illegal drugs while on the Easement Property and no contractor, employee, agent or affiliate shall engage in any hunting or fishing activities while on the Easement Property. Grantee shall have no right to allow, permit, or authorize its contractors, employees, agents or affiliates, to either camp or reside on the Easement and right-of-way overnight, in any manner, or establish any living quarters on the Easement Property.

4.5 Indemnity. All activities conducted on or within the Easement Property or elsewhere on Landowner's land will be at Grantee's sole risk and expense. Entry onto these areas is accepted by Grantee, its employees and contractors in their "AS IS" condition without any warranty or representation whatsoever by Landowner as to the condition of any part of the property. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, GRANTEE HEREBY ASSUMES ALL LIABILITY FOR, RELEASES LANDOWNER FROM, AND AGREES TO INDEMNIFY, DEFEND AND HOLD LANDOWNER HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, ALLEGATIONS, SUITS, CAUSES OF ACTION OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMIT REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") TO THE EXTENT ARISING OUT OF OR IN ANYWAY RELATED TO (I) THE BREACH OF THIS AGREEMENT BY GRANTEE, (II) THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OF ANY TIER, AND THEIR CUSTOMERS OR INVITEES TO THE LAND IN CONNECTION WITH THIS AGREEMENT, (III) THE PRESENCE OF SAID TRANSMISSION FACILITIES UPON THE LAND AND THE NEGLIGENT CONSTRUCTION, INSTALLATION, USE, OPERATION, MAINTENANCE, RELOCATION OF SAID TRANSMISSION FACILITIES, OR (IV) ANY CLAIMS ASSERTED AGAINST LANDOWNER BASED UPON PREMISES LIABILITY RELATED TO THE PRESENCE OF THE TRANSMISSION FACILITIES ON THE LAND.** The obligations of Grantee contained in this Paragraph shall survive the expiration or earlier termination, for any reason, of this Agreement.

Section 5. Landowner's Representations, Warranties and Covenants. Landowner hereby represents, warrants and covenants to Grantee as follows:

5.1. Landowner's Authority. Landowner is the sole owner and holder of fee simple title to the surface estate of the Land, and Landowner (and the undersigned representative of Landowner, if any) has full power, authority, capacity and legal right to enter into, execute and deliver this Agreement, and to assign, warrant, set-over, transfer and convey the Easement Property pursuant to the terms of this Agreement. Each person signing this Agreement on behalf of Landowner is authorized to do so. When signed by Landowner, this

Agreement constitutes a valid and binding agreement enforceable against Landowner and the Easement Property in accordance with its terms.

5.2. Requirements of Governmental Agencies. Landowner shall fully cooperate with Grantee, at no out-of-pocket expense to Landowner, with regard to Grantee's complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, maintenance, operation or removal of any Transmission Facilities, including execution of applications for such approvals. In connection with any application by Grantee for a governmental use permit, approval, authorization or other consent, or any governmental review of any previously issued permit, including, without limitation, for the installation, continued operation, modification or replacement of Transmission Facilities on the Easement Property, Landowner agrees not to oppose, in any way, whether directly or indirectly, any such application or approval if granted, at any administrative, judicial or legislative level.

5.3. Maintenance of Easement Property. Landowner reserves the right to use the Easement Property, but shall operate and maintain the Easement Property so as not to materially interfere with Grantee's permitted use of the Easement Property. Grantee shall have the right to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Property, and Grantee may request Landowner's written consent for Grantee to trim or remove trees situated on lands of Landowner which adjoin the Easement Property when Grantee in good faith believes that those trees may endanger the safety of, or interfere with the construction, operation or maintenance of the Transmission Facilities.

5.4. Hazardous Materials. To the best of Landowner's actual knowledge and belief, (i) there are no hazardous materials (as defined in any applicable environmental laws) located on the Easement Property in violation of applicable environmental laws; and (ii) the Land has not been used for the generation, treatment, storage or disposal of hazardous materials.

5.5. Defense of Easement. Landowner shall warrant and defend the Easement and Grantee against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Landowner but not otherwise.

5.6. Third Parties. There are no currently existing options, rights of refusal, sales contracts or other such rights in favor of any third parties relating to the Easement Property or any interest therein that could materially interfere with the development, construction or operation of Transmission Facilities on the Easement Property or that could materially and adversely affect Grantee's use of the Easement.

5.7. Liens. From and after the date of this Easement, Landowner shall not, without the prior written consent of Grantee, create or permit to be created or to remain, any liens

with respect to the Easement Property or any part thereof. If, after the date hereof, Grantee consents to the creation by Landowner of additional liens with respect to the Easement Property or any part thereof, Landowner shall, prior to granting such lien, obtain a Subordination and Non-Disturbance Agreement in favor of Grantee from each party that will hold a lien on any portion of the Easement Property or will have other rights that might interfere with Grantee's rights under this Agreement. A "*Subordination and Non-Disturbance Agreement*" shall mean an agreement between Grantee and the holder of a lien that provides that the holder of such lien shall (i) subordinate such lien to Grantee's interest under this Agreement, (ii) agree not to disturb Grantee's possession or rights under this Agreement, (iii) provide notice to Grantee and its lenders of defaults under the lien documents, and (iv) comply with such other requirements as may be reasonably required by Grantee or its lenders to protect the interests of Grantee or its lenders.

Section 6. Exclusiveness of Easement within Transmission Corridor. The Easement and Grantee's rights and privileges thereunder shall be non-exclusive with respect to the Easement Property. Grantee agrees that Landowner may, or allow a third party to, undertake the exploration and development of oil, gas and other minerals on or under the Easement Property; provided, however, that Landowner agrees that when within the reasonable control of Landowner, any improvements relating to such oil, gas and other mineral interests on or under the Easement Property will be installed and operated so as to not interfere with the Transmission Facilities, Grantee's operations related thereto or Grantee's rights hereunder. Landowner retains all right, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) and groundwater in, on, and under the Easement Property and/or Transmission Corridor; provided, however, that Landowner shall not be permitted to drill for oil, gas, and other minerals, and groundwater from and under said strip of land but Landowner may extract oil, gas, and other minerals, and groundwater from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of said strip is not disturbed, which use shall include the right of Grantee to physical and/or lateral support for the Transmission Facilities, as well as the right that the Transmission Facilities shall not be endangered, obstructed, or interfered with by such operations.

Section 7. Warranty. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDOWNER HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR QUALITY OF THE EASEMENT PROPERTY, NOW OR IN THE FUTURE, AND GRANTEE IS RELYING SOLELY UPON ITS OWN DETERMINATIONS AND CONCLUSIONS ABOUT SUCH CONDITION, QUALITY AND SUITABILITY.

7.1. Limitation of Liability and Damages. Neither Landowner nor Grantee shall be liable to the other or to any other party for consequential, incidental, special, punitive, exemplary or indirect damages of any kind or nature, regardless of the form of action, whether in contract, tort or otherwise (including, but not limited to, loss of profits or revenue and losses of rent, business opportunities and the like that may result from a loss of use of the Easement or any portion thereof or otherwise), except to the extent any such party suffers such damages to an unaffiliated third party in connection with a loss. Grantee agrees to and

shall defend, protect, indemnify and hold harmless Landowner from and against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, for personal injury, death, or property damage ("Claims"), which arise out of Grantee's use of the Easement Property when such Claims result from Grantee's negligence or willful misconduct. In addition to the consideration for the Agreement, the Grantee will pay to the Landowner, and, if leased, to his tenant, as they may be respectively entitled for actual damages to livestock, fences, gates and growing crops and improvements located on the Easement Property caused by reason of the construction, maintenance, addition or removal of the Transmission Facilities.

Section 8. Assignments, Subleases, and Financings.

8.1. Assignments and Subleases. Without the need for Landowner's consent, Grantee shall have the absolute right at any time to assign this Agreement and its rights hereunder, directly or collaterally and in whole or in part, or enter into any sublease agreements under this Agreement. In the event Grantee enters into any assignments of or sublease agreements under this Agreement, Landowner shall accept performance of any of Grantee's obligations hereunder by or at the instigation of any assignee or sublease holder as if the same had been done by Grantee. Any member of a Grantee shall have the right without Grantor's consent to transfer any membership interest in a Grantee to one or more persons or entities. Upon an assignment of all of the then-Grantee's then-existing right, title or interest under this Agreement, the assigning Grantee shall be released from all of its obligations and liability under this Agreement, so long as the assignee assumes Grantee's obligations and liabilities with respect to the right, title and interest so transferred.

8.2. Financings by Grantee. Grantee and any of its assignees or sublease holders may collaterally assign, mortgage or otherwise encumber its respective interest in this Agreement, any sublease or the Easement Property to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "**Financing Party**" means any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including lease financing) to or for the benefit of Grantee, any sublease holders or their respective successors or assigns. The term "**Mortgage**" means any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's or any sublease holder's interest in this Agreement, any sublease agreement or the Easement Property is collaterally assigned, mortgaged or otherwise encumbered to secure a debt or other obligation to a Financing Party. Each Financing Party who provides notice to Landowner of its Mortgage shall be referred to as "**Mortgagee.**"

8.3. Estoppels. Landowner shall execute such estoppel certificates (certifying as to such matters as Grantee or any Mortgagee may reasonably request) and consents to any assignment or collateral assignment permitted hereunder as Grantee or any Mortgagee may reasonably request from time to time.

Section 9. Ownership of Transmission Facilities. Landowner shall have no ownership or other interest in any Transmission Facilities installed on the Easement Property or elsewhere, and Grantee may remove any or all Transmission Facilities or other facilities at any time. In addition, Grantee shall control all decisions relating to the installation, operation or maintenance of any Transmission Facilities or other facilities owned by Grantee.

Section 10. Confidentiality. LANDOWNER SHALL MAINTAIN IN THE STRICTEST CONFIDENCE, FOR THE SOLE BENEFIT OF GRANTEE, ALL INFORMATION PERTAINING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE FINANCIAL TERMS OF THIS AGREEMENT, GRANTEE'S SITE DESIGN AND PRODUCT DESIGN, METHODS OF OPERATION, METHODS OF CONSTRUCTION AND POWER PRODUCTION OF THE WINDPOWER FACILITIES. LANDOWNER SHALL NOT USE SUCH INFORMATION FOR ITS OWN BENEFIT, PUBLISH OR OTHERWISE DISCLOSE IT TO OTHERS, OR PERMIT ITS USE BY OTHERS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 11. Decommissioning. Within twelve (12) months following the expiration or earlier termination of this Agreement, Grantee, at its sole cost and expense, shall decommission the Transmission Facilities, which shall include the removal of all poles and towers, the removal of all other above-grade facilities to not less than three (3) feet below grade or as otherwise required by any applicable governmental authority and the burying of all tower foundations and the reseeding of areas where the tower pads were located with grasses and/or natural vegetation.

Section 12. Notices. All notices or other communications required or permitted hereunder, including payments to Landowner, shall, unless otherwise provided herein, be in writing, and shall be personally delivered (confirmed by the courier delivery service), delivered by reputable overnight courier with proof of delivery, or sent by registered or certified mail, return receipt requested and postage prepaid, to the individuals and addresses indicated below:

If to Landowner:

J.W. & D.L. Braman Childrens Limited Partnership
c/o O'Connor Braman Interests; Attn: Legal Department
P.O. Box 400
Victoria, Texas 77902
Telephone No.: (361) 575-0596
Fax No.: (361) 576-6890

If to Grantee:

Reloj del Sol Wind Farm LLC
c/o EDP Renewables North America LLC

808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel
Telephone No.: 713-265-0350
Fax No.: 713-265-0365

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section; provided, however, such new notice address will be effective ten (10) business days after delivery of the new notice address.

Section 13. Miscellaneous.

13.1. Successors and Assigns. The Easement shall burden the Easement Property as the servient tenement and shall run with the Easement Property and be binding on Landowner and on all subsequent landowners of the Easement Property. The Easement shall inure to the benefit of and be binding upon Landowner and Grantee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. Reference to Grantee in this Agreement shall be deemed to include successors and assignees of Grantee.

13.2. Entire Agreement; Amendments. This Agreement, and the exhibits attached hereto, constitute the entire agreement of Landowner respecting its subject matter. Any agreement, understanding or representation respecting the Easement Property, or the Easement, or any other matter referenced herein not expressly set forth in this Agreement, the exhibits attached hereto, or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended, except in writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement, course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

13.3. Governing Law; Venue. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the state in which the Land is located. In any suit arising under this agreement or relating in any way to the obligations of the parties hereunder, Landowner and Grantee agree that venue for such suit shall be in a state court of appropriate jurisdiction in Zapata County, Texas

13.4. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

13.5. Recording of Agreement. The parties agree that this Agreement shall be recorded at the election of Grantee in the real property records of the county or counties in which the Land is located. In lieu of recording this Agreement, Grantee may elect to record a memorandum hereof in the real property records, in a form acceptable to the parties in their reasonable discretion, which form shall not contain any of the financial provisions of this Agreement.

13.6. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

13.7. Attorneys' Fees. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, and any judgment or decree rendered in any such actions or proceedings which shall include an award thereof.

13.8. Time. Time is of the essence in this Agreement. If the final day of any period of time set forth in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the state in which the Land is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such legal holiday.

13.9. Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

LANDOWNER:

J.W. & D.L. BRAMAN CHILDRENS
LIMITED PARTNERSHIP

By: J.W. Braman Management, Inc.,
its General Partner

By: _____
Name: Joseph W. Braman
Title: President

GRANTEE:

Reloj del Sol Wind Farm LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

My Commission Expires:

Notary Public
Commission No. _____
(SEAL)

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____.

My Commission Expires:

Notary Public
Commission No. _____
(SEAL)

EXHIBIT A TO TRANSMISSION FACILITIES EASEMENT AGREEMENT

Description of the Land

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF ZAPATA, STATE OF TEXAS:

TRACT ONE: The SURFACE STATE ONLY in and to that certain 5945.05 acre tract of land situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas, which is more particularly described as follows:

All of that certain tract or parcel of land situated in the Jose Vasquez Borrego Grant, A-209, Zapata County, Texas and being 5,943.03 acres out of the First Tract, called 8,476.58 acres as described in deed from Layne Clark Talbert et al to Larry G. Hancock recorded in Volume 642, Page 106, Official Public Records of Zapata County, Texas and being more particularly described as follows:

Beginning at a fence corner post at the South corner of a 17,511.14 acre tract as described in deed to Larry G. Hancock recorded in Volume 661, Page 193, Official Public Records of Zapata County, Texas and the East corner of a called 4,919.1 acre tract as described in deed to Lamin Moom Moses, recorded in Volume 271, Page 627 and Volume 277, Page 324, Deed Records of Zapata County, Texas and being on the Northwest line of the said 8,476.58 acres.

Thence N 54°21'38" E along the Northwest line of this tract and the Southeast line of the said 17,511.14 acres, 919.55 feet to a fence corner.

Thence N 76°57'53" E along on and across the said called 8,476.58 acres following an existing barbed wire fence, 223.02 feet to a 1/4 inch iron rod, set; S 45°16'40" E, 967.63 feet to a 1/4 inch iron rod, set; S 74°54'28" E, 2,715.59 feet to a 1/4 inch iron rod, set; S 6°18'56" E, 2,751.93 feet to a 1/4 inch iron rod and S 35° 38'57" E, 3,703.46 to a fence corner post at the most Eastern inside Ell corner in the Southeast line of the said called 8,476.58 acres and the most Northern Northwest corner of the Margarito Uribe tract as described in Partition Deed recorded in Volume 53, Page 587, Zapata County Deed Records.

Thence S 35° 20' 14" E continuing with the Northeast line of this tract and following an existing fence line, 2,993.97 feet to a fence corner post at the East corner of this tract and an inside Ell corner in the North line of the said Margarito Uribe tract.

Thence S 34° 28'56" W along the Southeast line of this tract, same being the Southeast line of the said called 8,476.58 acres, the Northwest line of the said Margarito Uribe tract and following an existing barbed wire fence, 7,024.78 feet to a fence corner on the North line of the Jesus Uribe Vergara tract as described in said Partition Deed recorded in Volume 53, page 587, Zapata County, Texas deed records, the East corner of the Trinidad Uribe tract described in said Partition Deed and being an outside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence N 35°30'09" W along the Northeast line of the said Trinidad Uribe tract, 3,017.13 feet to a fence corner at the North corner of same an the inside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence S 54°38'33" W along the North line of the said Trinidad Uribe and the Southeast line of the

said called 8,476.58 acres, following the general line of an existing barbed wire fence, 16,554.07 feet to a fence corner post at the East corner of Maria Gutierrez's Share 5 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 31° 36' 19" W along the Northeast line of said Share 5, following an existing barbed wire fence, 2,936.12 feet to a fence corner post found at the North corner of Vicente Gutierrez et al's Share 4.

Thence S 54° 09' 36" W along the Northeast line of said Share 4 and an existing barbed wire fence, 1,772.37 feet to a fence corner post at the most Southern East corner of Josefa Sanchez's Share 3 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Page 2 - field notes, Larry G. Hancock 5,945.03 acres.

Thence N 35° 47' 32" W along the Northwest line of said Share 3, following an existing fence, 1,256.12 feet to a fence corner post at the outside Ell corner in said Northwest line of Share 3, continuing along said fence, N 54° 12' 11" E, 1,779.11 feet to a fence corner post at the inside Ell corner in said Northeast line of said Share 3 and N 35° 29' 59" W, continuing along said fence line, 1,732.13 feet to a 3 inch iron pipe found at the North corner of said Share 3 and the inside Ell corner in the upper Southeast line of the said called 8,476.58 acres.

Thence S 54° 24' 23" W along the North line of said Share 3 and with an existing barbed wire fence, and the upper Southwest line of the said called 8,476.58 acres, 11,766.37 feet to the Southeast corner of Parcel Z-503.1-B, called 3.31 acres, as shown on map recorded in Volume 15, Page 44, Map Records of Zapata County, Texas.

Thence N 8° 27' 00" W along the East, North and West boundary of said Parcel Z-503.1-B 139.75; N 44° 15' 00" E, 455.22 feet; N 24° 13' 00" W, 167.25 feet; S 68° 51' 20" W, 318.53 feet to a 2" iron pipe, found, stamped B-A-196; S 15° 39' 40" W, 478.83 feet to a 2 inch iron pipe, found, stamped B-A-197 and S 6° 50' 45" E, 167.24 feet to corner on the said Southeast line of the said called 8,476.58 acres and the Northwest line of said Share 3.

Thence S 54° 27' 59" W along the said Southeast line and Northwest line, 508.91 feet to corner on the East line of Parcel Z-503.2-B, called 31.73 acres, as shown on map recorded in Volume 15, Page 44, Map Records of Zapata County, Texas.

Thence N 73° 53' 02" W along the East line of said Parcel Z-503.2-B, 306.06 feet to a 2 inch iron pipe, found, stamped B-A-202 and N 4° 04' 01" E, 1,209.26 feet to corner on the most Southern North line of the said called 8,476.58 acres and the South line of Antonio Gutierrez's Share 1, recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 54°37'14"E along the said Northwest and Southeast lines, 1,018.52 feet to a ½ iron rod found on the West right-of-way line of U.S. Highway 83; N 54°03'39"E, 159.17 feet to a ¼ inch iron rod found on the East right-of-way line of said Highway and N 54°31'43"E, 10,856.01 feet to a fence corner post at the East corner of said Share 1.

Thence N 55°30'50"W following an existing barbed wire fence along the Northeast line of said Share 1, 1,960.87 feet to a fence corner post at the North corner of same on the South line of the said called 4,919.1 acre tract as described in deed to Lennie Macorn Mosca,

Thence N 54°30'59"E along the Southeast line of the said called 4,919.1 acres and the Northwest line of the said called 8,476.38 acres; 21,893.51 to the place of beginning and containing 5,945.05 feet have and except 12.04 acres lying within the U.S. Highway 83 right-of-way leaving a net acreage of 5,932.99 acres.

SAVE AND EXCEPT the SURFACE ESTATE ONLY of a parcel of land containing 199.07 acres, more or less, and being out of a 5945.05 acre tract conveyed to Larry Hancock to Todd Williams and wife, Tracy Williams of record in Volume 699, Page 726, Official records of Zapata County, Texas, and situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas and being more particularly described as follows:

199.07 ACRES
LA PERLA RANCH
J.V. BORRERO GRANT

Field notes describing the surface only of a parcel of land containing 199.07 acres, more or less, being out of a 5,945.05 acre tract as conveyed by Larry Hancock to Todd Williams and wife Tracy Williams of record in volume 699 page 729 of sec., Zapata County Deed Records. Said 5,945.05 acre parcel being out of the J.V. Borrego Grant Abstract 209, Zapata County, Texas. Herein described parcel as shown in Survey Map RQ-5-2005-VLM as completed for this survey and more particularly described as following, to wit:

Commencing at the northeast corner as fenced of said 5,945.05 acre parcel, also being the northwest corner of a 1242.19 acre tract of record in volume 717 page 414 of sec., also being at NAD 83, Texas State Zone 4205 Coordinates N 10943578.41, E 708116.30 referenced from USGS control monument "Zapata Reser"; Thence S54d34'24"W for a distance of 919.40 feet along the northerly limits of said 5,945.05 acre parcel as fenced to a 1/4 inch set iron rod for the Point of Beginning, hereof, also being the northeast corner, hereof;

Thence along the following points of deflection as follows:

S.33°01'04"E., a distance of 473.89 feet to a set 1/4 inch iron rod;
S.67°38'48"E., a distance of 205.02 feet to a set 1/4 inch iron rod;
S.30°13'50"W., a distance of 1,149.04 feet to a set 1/4 inch iron rod;
S.41°53'04"W., a distance of 582.07 feet to a set 1/4 inch iron rod;
S.74°10'29"W., a distance of 34.78 feet to a set 1/4 inch iron rod;
S.07°20'09"E., a distance of 1,885.44 feet to a set 1/4 inch iron rod;
S.65°22'03"W., a distance of 948.43 feet to a set 1/4 inch iron rod;
S.05°45'08"E., a distance of 3.70 feet to a set 1/4 inch iron rod;
S.02°38'07"E., a distance of 479.89 feet to a set 1/4 inch iron rod;
S.29°32'59"E., a distance of 53.28 feet to a set 1/4 inch iron rod;
S.18°22'57"E., a distance of 188.43 feet to a set 1/4 inch iron rod for the southeast corner, hereof;

S.59°05'28"W., a distance of 812.32 feet to a set 1/4 inch iron rod;
N.76°40'02"W., a distance of 18.24 feet to a set 1/4 inch iron rod;
S.25°03'56"W., a distance of 429.87 feet to a set 1/4 inch iron rod;
N.72°03'50"W., a distance of 301.70 feet to a set 1/4 inch iron rod for the southwest corner, hereof;

N.03°33'17"W., a distance of 748.61 feet;
N.02°25'53"E., a distance of 541.35 feet;
N.13°57'21"W., a distance of 2,342.55 feet to a 1/4 inch iron rod found for the northwest corner, hereof;

Thence, along the northerly limits of said 5,945.05 acre parcel as fenced as follows:
N.54°27'13"E., a distance of 2,239.83 feet to a set 1/4 inch iron rod;
N.54°28'23"E., a distance of 934.35 feet to a found 1/4 inch iron rod;
N.54°27'25"E., a distance of 304.40 feet to said Point of Beginning, containing within these miles and bounds 199.07 acres of land, more or less.

Basis of Bearings: GPS NAD83/NAVD83 Texas State Plane 4205 Coordinates. Grid, established on the ground using classical GPS methods from U.S.G.S. control monument "Zapata Reser".

I, JACOB Q. RATHMELL, JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2496, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES ARE A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY COMPLETED ON THE GROUND IN MAY OF 2005 UNDER MY DIRECT SUPERVISION AND FROM OFFICE RECORDS AVAILABLE TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

2005

and

SAVE AND EXCEPT the SURFACE STATE ONLY of a parcel of land containing 158.24 acres, more or less, and being the same 158.24 acre tract described in Special Warranty Deed dated August 1, 2012 from Joseph W. Braman as Grantor, to Alonzo Pena and wife, Magda Pena as Grantee, of record in Volume 917 at Page 874 of the Official Records of Zapata County, Texas.

PIN: 105683

EXHIBIT B TO TRANSMISSION FACILITIES EASEMENT AGREEMENT

Description of the Easement Property



EXHIBIT C TO TRANSMISSION FACILITIES EASEMENT AGREEMENT

Description of the Temporary Ingress/Egress Easement

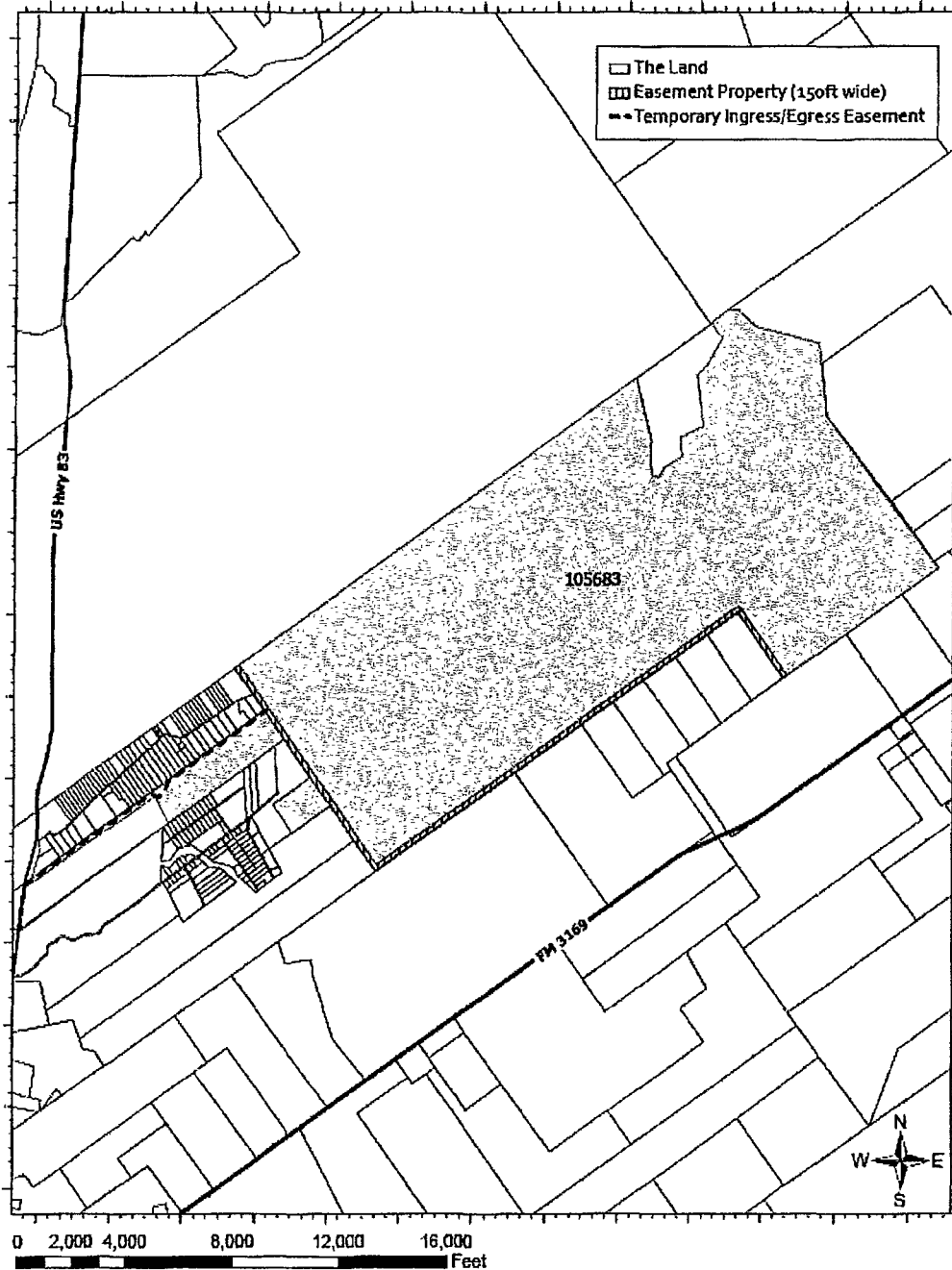


EXHIBIT B TO OPTION AGREEMENT

Memorandum of Option Agreement

AFTER RECORDED RETURN TO:

Reloj del Sol Wind Farm LLC
c/o EDP Renewables North America LLC
808 Travis, Suite 700
Houston, Texas 77002
Attn: General Counsel

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made and entered into as of _____, 20__ (the "**Effective Date**") by and between J.W. & D.L. Braman Childrens Limited Partnership ("**Optionor**"), and Reloj del Sol Wind Farm LLC, a Delaware limited liability company ("**Optionee**").

RECITALS

A. Optionor is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

B. Optionee desires to acquire the right (but not the obligation) to acquire easement interests in and to the Property, and Optionor desires to grant such option to Optionee. To that end, Optionor and Optionee entered into that certain Option Agreement for Transmission Line Easement of even date herewith (the "**Option Agreement**") which affects and burdens the Property.

C. Optionor and Optionee desire to execute this Memorandum to provide constructive notice of Optionee's rights under the Option Agreement to all third parties.

NOW, THEREFORE, for good and valuable consideration paid to Optionor, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option. Optionor hereby irrevocably and unconditionally grants, bargains, sells and conveys to Optionee the exclusive right and option (the "**Option**") to acquire a perpetual, non-exclusive easement on, over, under, across and through the Easement Property as that term is defined in the Option Agreement (the "**Easement**") upon the terms and conditions set forth in the Option Agreement.

2. Option Term. The term of the Option and the Option Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter (the "Term").

3. Other Provisions. The Option Agreement also contains various other covenants, obligations and rights of Optionor and Optionee, including, without limitation: (i) the terms and conditions of the Easement and (ii) provisions relating to consideration for the Option.

4. Purpose of this Memorandum. The terms, conditions and covenants of the Option Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change, and shall not be used in interpreting, the terms, conditions or covenants of the Option Agreement. In the event of any conflict between this Memorandum and the Option Agreement, the Option Agreement shall control.

5. Counterparts. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

6. Successors and Assigns. The Property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to this Memorandum and the Option Agreement and the covenants, terms and provisions set forth herein and therein, which covenants, terms and provisions shall run with the Property and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of Optionor and Optionee and any other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

[SIGNATURES ON NEXT PAGE]

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

OPTIONEE: Reloj del Sol Wind Farm LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

OPTIONOR: J.W. & D.L. BRAMAN CHILDRENS
LIMITED PARTNERSHIP

By: J.W. Braman Management, Inc.,
its General Partner

By: _____
Name: Joseph W. Braman
Its: President

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____.

My Commission Expires:

Notary Public
Commission No. _____
(SEAL)

STATE OF TEXAS)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, _____ of Reloj del Sol Wind Farm
LLC, a Delaware limited liability company, on behalf of said limited liability company.

My Commission Expires:

(SEAL)

Notary Public

Commission No. _____

EXHIBIT "A" TO MEMORANDUM OF OPTION AGREEMENT

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF ZAPATA, STATE OF TEXAS:

TRACT ONE: The SURFACE STATE ONLY in and to that certain 5945.05 acre tract of land situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas, which is more particularly described as follows:

All of that certain tract or parcel of land situated in the Jose Vasquez Borrego Grant, A-209, Zapata County, Texas and being 5,943.05 acres out of the First Tract, called 8,476.58 acres as described in deed from Layna Clark Talbert et al to Larry G. Hancock recorded in Volume 542, Page 106, Official Public Records of Zapata County, Texas and being more particularly described as follows:

Beginning at a fence corner post at the South corner of a 17,511.14 acre tract as described in deed to Larry G. Hancock recorded in Volume 661, Page 193, Official Public Records of Zapata County, Texas and the East corner of a called 4,919.1 acre tract as described in deed to Lennie Mcconn Moser, recorded in Volume 271, Page 627 and Volume 277, Page 324, Deed Records of Zapata County, Texas and being on the Northwest line of the said 8,476.58 acres.

Thence N 34°27'38" E along the Northwest line of this tract and the Southeast line of the said 17,511.14 acres, 919.55 feet to a fence corner.

Thence N 76°57'53" E along on and across the said called 8,476.58 acres following an existing barbed wire fence, 223.02 feet to a 1/4 inch iron rod, set; S 45°16'40" E, 967.63 feet to a 1/4 inch iron rod, set; S 74°54'28" E, 2,715.59 feet to a 1/4 inch iron rod, set; S 6°18'56" E, 2,751.93 feet to a 1/4 inch iron rod and S 95° 58'57" E, 1,703.46 to a fence corner post at the most Eastern inside Ell corner in the Southeast line of the said called 8,476.58 acres and the most Northern Northwest corner of the Margarito Uribe tract as described in Partition Deed recorded in Volume 53, Page 387, Zapata County Deed Records.

Thence S 35° 20' 14" E continuing with the Northeast line of this tract and following an existing fence line, 2,995.97 feet to a fence corner post at the East corner of this tract and an inside Ell corner in the North line of the said Margarito Uribe tract.

Thence S 14° 28'56" W along the Southeast line of this tract, same being the Southeast line of the said called 8,476.58 acres, the Northwest line of the said Margarito Uribe tract and following an existing barbed wire fence, 7,024.78 feet to a fence corner on the North line of the Jesus Uribe Vergara tract as described in said Partition Deed recorded in Volume 53, page 387, Zapata County, Texas deed records, the East corner of the Trinidad Uribe tract described in said Partition Deed and being an outside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence N 35°30'09" W along the Northeast line of the said Trinidad Uribe tract, 3,017.13 feet to a fence corner at the North corner of same an the inside Ell corner in the Southeast line of the said called 8,476.58 acres.

Thence S 54°38'35" W along the North line of the said Trinidad Uribe and the Southeast line of the

said called 8,476.58 acres, following the general line of an existing barbed wire fence, 16,554.07 feet to a fence corner post at the East corner of Maria Gutierrez's Share 3 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 35° 38' 19" W along the Northeast line of said Share 3, following an existing barbed wire fence, 2,936.12 feet to a fence corner post found at the North corner of Vicente Gutierrez at a's Share 4.

Thence S 54° 09' 36" W along the Northeast line of said Share 4 and an existing barbed wire fence, 1,772.37 feet to a fence corner post at the most Southern East corner of Josefa Sanchez's Share 3 as described in Partition Deed Recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Page 2 - field notes, Larry G. Hancock 5,945.03 acres.

Thence N 35° 47' 32" W along the Northwest line of said Share 3, following an existing fence, 1,256.12 feet to a fence corner post at the outside NE corner in said Northwest line of Share 3, continuing along said fence, N 54° 12' 11" E, 1,778.11 feet to a fence corner post at the inside NE corner in said Northeast line of said Share 3 and N 35° 29' 59" W, continuing along said fence line, 1,732.13 feet to a 3 inch iron pipe found at the North corner of said Share 3 and the inside NE corner in the upper Southeast line of the said called 8,476.58 acres.

Thence S 54° 24' 23" W along the North line of said Share 3 and with an existing barbed wire fence, and the upper Southwest line of the said called 8,476.58 acres, 11,766.37 feet to the Southeast corner of Parcel Z-503.1-B, called 3.31 acres, as shown on map recorded in Volume 15, Page 44, Map Records of Zapata County, Texas.

Thence N 8° 27' 00" W along the East, North and West boundary of said Parcel Z-503.1-B 139.75; N 44° 13' 00" E, 455.22 feet; N 24° 13' 00" W, 167.25 feet; S 68° 51' 20" W, 318.53 feet to a 2" iron pipe, found, stamped B-A-196; S 15° 39' 40" W, 478.83 feet to a 2 inch iron pipe, found, stamped B-A-197 and S 6° 50' 45" E, 167.24 feet to corner on the said Southeast line of the said called 8,476.58 acres and the Northwest line of said Share 3.

Thence S 54° 27' 59" W along the said Southeast line and Northwest lines, 508.91 feet to corner on the East line of Parcel Z-503.2-B, called 31.73 acres, as shown on map recorded in Volume 15, Page 44, Map Records of Zapata County, Texas.

Thence N 73° 33' 02" W along the East line of said Parcel Z-503.2-B, 306.06 feet to a 2 inch iron pipe, found, stamped B-A-202 and N 4° 04' 01" E, 1,209.26 feet to corner on the most Southern North line of the said called 8,476.58 acres and the South line of Antonio Gutierrez's Share 1, recorded in Volume 7, Page 122, Deed Records of Zapata County, Texas.

Thence N 54°37'14"E along the said Northwest and Southeast lines, 1,018.52 feet to a 1/4 iron rod found on the West right-of-way line of U.S. Highway 83; N 54°03'39"E, 159.17 feet to a 1/4 inch iron rod found on the East right-of-way line of said Highway and N 54°31'43"E, 10,856.01 feet to a fence corner post at the East corner of said Share 1.

Thence N 33°30'50"W following an existing barbed wire fence along the Northeast line of said Share 1, 1,960.87 feet to a fence corner post at the North corner of same on the South line of the said called 4,919.1 acre tract as described in deed to Lennie Macorn Moses,

Thence N 34°30'59"E along the Southeast line of the said called 4,919.1 acres and the Northwest line of the said called 3,476.38 acres; 21,895.51 to the place of beginning and containing 3,943.05 feet save and except 12.04 acres lying within the U.S. Highway 83 right-of-way leaving a net acreage of 3,932.99 acres.

SAVE AND EXCEPT the SURFACE ESTATE ONLY of a parcel of land containing 199.07 acres, more or less, and being out of a 5945.05 acre tract conveyed to Larry Hancock to Todd Williams and wife, Tracy Williams of record in Volume 699, Page 726, Official records of Zapata County, Texas, and situated in the Jose Vasquez Borrego Grant, Abstract 209, Zapata County, Texas and being more particularly described as follows:

199.07 ACRES
LA PERLA RANCH
J.V. BORRERO GRANT

Field notes describing the surface only of a parcel of land containing 199.07 acres, more or less, being out of a 5,845.05 acre tract as conveyed by Larry Hancock to Todd Williams and wife Tracy Williams of record in volume 699 page 728 of 104, Zapata County Deed Records. Said 5,845.05 acre parcel being out of the J.V. Borrego Grant, Abstract 209, Zapata County, Texas. Herein described parcel as shown in Survey Map RG-5-2005-VWM as completed for this survey and more particularly described as following, to wit:

Commencing at the northeast corner as fenced of said 5,845.05 acre parcel, also being the northwest corner of a 1242.19 acre tract of record in volume 717 page 414 of 104, also being at NAD 83, Texas State Zone 4205 Coordinates N 10943578.41, E 708116.30 referenced from USGS control monument "Zapata Retel"; Thence S 54d34'24"W for a distance of 918.40 feet along the northerly limits of said 5,845.05 acre parcel as fenced to a 1/4 inch set iron rod for the Point of Beginning, hereof, also being the northeast corner, hereof;

Thence along the following points of deflection as follows:

S. 33°01'04"E., a distance of 473.89 feet to a set 1/4 inch iron rod;
S. 87°38'48"E., a distance of 205.02 feet to a set 1/4 inch iron rod;
S. 30°13'30"W., a distance of 1,149.04 feet to a set 1/4 inch iron rod;
S. 41°53'04"W., a distance of 582.07 feet to a set 1/4 inch iron rod;
S. 74°10'29"W., a distance of 34.78 feet to a set 1/4 inch iron rod;
S. 07°20'09"E., a distance of 1,895.44 feet to a set 1/4 inch iron rod;
S. 65°22'03"W., a distance of 848.43 feet to a set 1/4 inch iron rod;
S. 05°45'08"E., a distance of 3.70 feet to a set 1/4 inch iron rod;
S. 02°38'07"E., a distance of 478.89 feet to a set 1/4 inch iron rod;
S. 29°32'59"E., a distance of 53.28 feet to a set 1/4 inch iron rod;
S. 18°27'57"E., a distance of 185.43 feet to a set 1/4 inch iron rod for the southeast corner, hereof;

S. 59°05'28"W., a distance of 812.32 feet to a set 1/4 inch iron rod;
N. 76°40'02"W., a distance of 18.24 feet to a set 1/4 inch iron rod;
S. 25°05'58"W., a distance of 429.87 feet to a set 1/4 inch iron rod;
N. 72°03'50"W., a distance of 301.70 feet to a set 1/4 inch iron rod for the southwest corner, hereof;

N. 03°33'17"W., a distance of 748.61 feet;
N. 02°25'53"E., a distance of 541.35 feet;
N. 13°57'21"W., a distance of 2,342.55 feet to a 1/4 inch iron rod found for the northwest corner, hereof;

Thence, along the northerly limits of said 5,845.05 acre parcel as fenced as follows:
N. 54°27'13"E., a distance of 2,239.83 feet to a set 1/4 inch iron rod;
N. 54°28'23"E., a distance of 934.35 feet to a found 1/4 inch iron rod;
N. 64°27'25"E., a distance of 304.40 feet to said Point of Beginning, containing within these miles and bounds 199.07 acres of land, more or less.

Basis of Bearings: GPS NAD83/NAVD83 Texas State Plane 4205 Coordinates. Grid established on the ground using standard GPS methods from U.S.G.S. control monument "Zapata Retel".

I, JACOB Q. RATHMELL, JR., THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 2496, DO HEREBY CERTIFY THAT THE ABOVE FIELD NOTES ARE A TRUE AND CORRECT REPRESENTATION OF AN ACTUAL SURVEY COMPLETED ON THE GROUND IN MAY OF 2005 UNDER MY DIRECT SUPERVISION AND FROM OFFICE RECORDS AVAILABLE TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE BENEFIT OF A COMPLETE TITLE EXAMINATION REPORT.

2005
J. Q. Rathmell, Jr.
Professional Land Surveyor
No. 2496
State of Texas

and

SAVE AND EXCEPT the SURFACE STATE ONLY of a parcel of land containing 158.24 acres, more or less, and being the same 158.24 acre tract described in Special Warranty Deed dated August 1, 2012 from Joseph W. Braman as Grantor, to Alonzo Pena and wife, Magda Pena as Grantee, of record in Volume 917 at Page 874 of the Official Records of Zapata County, Texas.

PIN: 105683



QUANTA
ENVIRONMENTAL

Proposed Reloj del Sol 345-kV Interconnection Project Zapata County, Texas

Environmental Assessment

Docket No. 50690

Prepared For

Electric Transmission Texas, LLC





CONTENTS

1. Description of the Proposed Project	10
1.1. Scope of Project	10
1.2. Purpose and Need	10
1.3. Description of Proposed Design and Construction	12
1.3.1. Transmission Line Design	12
1.3.2. Right-of-Way Requirements	12
1.4. Construction Considerations	12
1.4.1. Clearing and Right-of-Way Preparation	12
1.4.2. Structure Assembly and Erection	14
1.4.3. Conductor and Shield Wire Installation	14
1.4.4. Construction Operations	15
1.4.5. Cleanup	16
1.5. Maintenance Considerations	16
1.6. Agency Actions	17
1.6.1. Public Utility Commission of Texas	17
1.6.2. Federal Aviation Administration	17
1.6.3. U.S. Army Corps of Engineers	18
1.6.4. U.S. Fish and Wildlife Service	18
1.6.5. Federal Emergency Management Agency	19
1.6.6. Texas Parks and Wildlife Department	19
1.6.7. Texas Commission on Environmental Quality	19
1.6.8. Texas Department of Transportation	19
1.6.9. Texas Historical Commission	20
1.6.10. Texas General Land Office	20
2. Route Evaluation Methodology	22
2.1. Objective of Study	22
2.2. Data Collection	22
2.3. Evaluation of the Route	22
2.3.1. Study Area Delineation	22
2.3.2. Constraints Mapping	26
2.3.3. Evaluation Factors	26



3.	Existing Environment	28
3.1.	Physiography.....	28
3.2.	Geology.....	28
3.3.	Soils.....	30
3.3.1.	Soil Associations.....	30
3.3.2.	Prime Farmland Soils.....	32
3.4.	Mineral and Energy Resources	32
3.5.	Water Resources	33
3.5.1.	Surface Water.....	33
3.5.2.	Floodplains.....	33
3.5.3.	Groundwater	33
3.6.	Vegetation.....	34
3.6.1.	Regional Vegetation.....	34
3.6.2.	Vegetation Community Types in the Study Area	34
3.6.3.	Waters of the U.S., Including Wetlands.....	36
3.7.	Fish and Wildlife.....	37
3.7.1.	Fish and Wildlife Habitat and Species.....	37
3.7.2.	Fish.....	37
3.7.3.	Amphibians and Reptiles	39
3.7.4.	Birds.....	41
3.7.5.	Mammals.....	44
3.8.	Recreationally and Commercially Important Species.....	45
3.9.	Endangered and Threatened Species.....	47
3.10.	Human Resources	52
3.10.1.	Community Values and Community Resources	52
3.10.2.	Land Use	53
3.10.3.	Recreation	53
3.10.4.	Agriculture	54
3.10.5.	Transportation and Aviation	54
3.10.6.	Communication Towers.....	54
3.10.7.	Utilities.....	54
3.10.8.	Aesthetic Values	55
3.11.	Cultural Resources	55
3.11.1.	Prehistoric Cultural Chronology	57



3.11.2.	Historic	58
3.11.3.	Literature and Records Review	60
4.	Environmental Impacts of the Project	62
4.1.	Impact on Natural Resources	62
4.1.1.	Impact of Physiography and Geology	62
4.1.2.	Impact on Soils	62
4.1.3.	Impact on Water Resources	62
4.1.4.	Impact on the Ecosystem	64
4.2.	Impact on Human Resources	68
4.2.1.	Impact on Community Values	68
4.2.2.	Impact on Land Use	69
4.2.3.	Impact on Recreation	70
4.2.4.	Impact on Agriculture	70
4.2.5.	Impact on Transportation and Aviation	71
4.2.6.	Impact on Communication Towers	71
4.2.7.	Impact on Utilities	72
4.2.8.	Impact on Aesthetics	72
4.3.	Impacts on Cultural Resources	73
4.3.1.	Mitigation	73
4.4.	Summary of Impact on Cultural Resources	73
5.	Public Involvement Activities	76
5.1.	Correspondence with Agencies and Officials	76
5.2.	Public Open-House Meetings	78
6.	Project Assessment	80
7.	References	84

APPENDIX

Appendix A Agency Correspondence



QUANTA
ENVIRONMENTAL

LIST OF TABLES

Table 2-1: Environmental Criterion.....	26
Table 3-1: Representative Soils within the Study Area	31
Table 3-2: Representative List of Reptile and Amphibian Species of Potential Occurrence ^a in the Study Area.....	39
Table 3-3: Representative List of Avian Species of Potential Occurrence ^a in the Study Area.....	41
Table 3-4: Representative List of Mammalian Species of Potential Occurrence ^a in the Study Area	44
Table 3-5: Federally Listed Fish and Wildlife Species for Zapata County ^a	47
Table 3-6: State-Listed Fish and Wildlife Species for Zapata County ^a	51
Table 4-1 Habitable Structures within 500 Feet of the Consensus Route.....	69
Table 6-1: Environmental Data for Consensus Route Assessment.....	81



LIST OF FIGURES

Figure 1-1 Project location.....	11
Figure 1-2 Tangent Monopole Structure.....	13
Figure 2-1 Study Area location Map.....	23
Figure 2-2 Constraints Map.....	24
Figure 3-1 Physiographic Provinces of Texas	29
Figure 3-2 Vegetational Areas of Texas	35
Figure 3-3 Biotic Provinces of Texas	38
Figure 3-4 Cultural Resource Planning Regions of Texas.....	56