

BLUE JAY SOLAR HOLDINGS, LLC, ENEL GREEN POWER ESTONIAN SOLAR PROJECT, LLC, ENEL GREEN POWER LILY SOLAR HOLDINGS, LLC, ENEL GREEN POWER N.A. DEVELOPMENT, LLC, ENEL GREEN POWER NORTH AMERICA, INC., ENEL GREEN POWER ROADRUNNER SOLAR PROJECT I, LLC, ENEL GREEN POWER ROADRUNNER SOLAR PROJECT II, LLC and ENEL GREEN POWER ROSELAND SOLAR, LLC, and would show unto the Court the following:

RULE 190

1. Discovery of this case is intended to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure.

PARTIES

2. Plaintiff, **B.F. HICKS**, (herein referred to individually as “Plaintiff Hicks”) is an individual who resides in Franklin County, Texas.

3. Plaintiffs, **GARY BOREN and KATHY BOREN**, (herein referred to collectively as “Plaintiff Boren”) are husband and wife, and are individuals who reside in Franklin County, Texas. (Plaintiff Hicks and Plaintiff Boren are collectively referred to as “Plaintiffs”).

4. Defendant, **SCOTT ANDREWS**, (herein referred to as “Defendant Andrews”) is an individual who can be served at 610 Black Jack Wood, Winnsboro, Texas 75494.

5. Defendant, **STOCKYARD SOLAR PROJECT, LLC**, (herein referred to as “Defendant Stockyard”) is a Delaware limited liability company, and a 310 MW/AC Solar Electric Generating Facility with a attendant 220 MW/AC storage facility (BESS), which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

6. Defendant **SADDLE HOUSE SOLAR PROJECT, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

7. Defendant **ENEL ENERGY NORTH AMERICA TEXAS, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

8. Defendant **ENEL GREEN POWER AZURE BLUE JAY SOLAR HOLDINGS, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

9. Defendant **ENEL GREEN POWER ESTONIAN SOLAR PROJECT, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

10. Defendant **ENEL GREEN POWER LILY SOLAR HOLDINGS, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

11. Defendant **ENEL GREEN POWER N.A. DEVELOPMENT, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

12. Defendant **ENEL GREEN POWER NORTH AMERICA, INC.**, is a Delaware corporation, which can be served by serving its registered agent Cogency Global Inc., at 1601

Elm Street, Suite 4360, Dallas, Texas 75201.

13. Defendant **ENEL GREEN POWER ROADRUNNER SOLAR PROJECT I, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

14. Defendant **ENEL GREEN POWER ROADRUNNER SOLAR PROJECT II, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

15. Defendant **ENEL GREEN POWER ROSELAND SOLAR, LLC**, is a Delaware limited liability company, which can be served by serving its registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

16. The ENEL Defendants are collectively referred to herein as “the ENEL Defendants”). They are a group of corporate entities organized in Delaware all of whom can be served by serving their registered agent Cogency Global Inc., at 1601 Elm Street, Suite 4360, Dallas, Texas 75201. One or more of the ENEL Defendants is a holding company owning the stock in Stockyard and Saddle House they are collectively referred to herein as Defendants ENEL. (Defendant Andrews and Defendants Stockyard and Saddle House are collectively referred to as “Defendants”. All Defendants, ENEL, Andrews, Stockyard and Saddle House will be collectively referred to herein, when appropriate, as Defendants. All but the individual Defendant Andrews will be referred to herein, when appropriate, as the (Corporate Defendants”).)

JURISDICTION AND VENUE

17. Jurisdiction is proper in this Court because the amount in controversy exceeds the minimum jurisdictional limits of the Court.

18. Venue is proper in this Court because all or substantially all of the facts and circumstances giving rise to Plaintiffs' causes of action occurred in this county; all the real property at issue in this case is situated in Franklin County, Texas. The Defendants conducted substantial business in Franklin County, Texas.

FACTS

Introduction

19. To the uninitiated, at first blush, solar energy seems environmentally benign. However, nothing could be further from the truth. It is a wholly unregulated industry (at least in the State of Texas) that is only made economically viable by the tax breaks and subsidiary of the globalist agenda of the Biden Administration "Climate Change" legislation. No significant study has been conducted to measure the dilatory short and long term effects on the natural environment surrounding a large solar farm containing hundreds of thousands of solar panels. It will surely have an adverse effect on wild life and their natural habitat; a negative impact on agricultural economy through livestock and poultry operations, including, most specifically in East Texas, the dairy and beef cattle industry.

Franklin County Commissioner Jerry Cooper has researched the solar energy projects subject to this lawsuit and has submitted an exhaustive list of concerns to the Attorney General of Texas. A true and correct copy of this correspondence is attached hereto as **Exhibit 1**.

The Franklin County Commissioners' Court initially instituted a Moratorium on solar development until further study. However, this Moratorium was rescinded when County

Attorney Landon Ramsay exclaimed, in a public meeting, without providing authorities, that the County Commissioners could be individually liable for the consequences of the Moratorium.

Exhibit 2

Solar energy is a gift that keeps on taking. At the end of their useful life, the panels and batteries are toxic waste for which no adequate disposal plan has been devised.

So far, there are no environmental impact statement requirements or any other meaningful regulation of the solar industry because of the Biden Administration's haste to implement its agenda.

Plaintiff B.F. Hicks

20. Plaintiff Hicks owns approximately 1,000 acres of pristine Texas prairie, as evidenced by the conveyances attached hereto as **Exhibit 3**.

21. Defendant Andrews owns the acreage surrounding Plaintiff Hicks on two sides. Defendant Andrews is acting as an agent somewhat akin to a "Landman" for Defendants Stockyard, Saddle House and ENEL. (**Exhibit 4**)

22. Defendant Andrews intends to sell said acreage to Defendants ENEL or one of its subsidiaries.

23. Defendants Stockyard and Saddle House have announced their intent to install 620,000 solar panels, DC electric lines that run to a 220 MW BESS on the land surrounding Plaintiff Hicks' pristine prairie acreage. (See **Exhibit 5**).

24. The panels, in such great numbers, concentrated in one spot, will shed toxic waste residue from the manufacturing process with initial rainfall and continue to do so via deterioration over the life of the panels. This toxic waste, mixed with rain groundwater, will run onto Plaintiff's land which is less than 100 feet down stream of the proposed installations. Denuding the ground

beneath the panels will require toxic herbicides and increase erosion on Plaintiff's land. Solar farms create islands of increased heat. The construction period will be prolonged and consists largely of the continual driving of piles which creates noise pollution and will destroy Plaintiff Hicks' ability to enjoy this pristine Texas prairie land. Upon completion, the panels and inverters will create a continuous humming sound which will have the same deleterious effect. All of this noise pollution is detrimental to surrounding wild life, especially birds.

25. Plaintiff's family land, which will be surrounded on three sides by the proposed solar farm, is unique in that it consists of approximately 1,000 acres of untouched, unplowed, and unspoiled Texas prairie land. It has enjoyed protected status for over 25 years and Plaintiff Hicks gifted a conservation easement on the land restricting development.

26. In addition, the "view pollution" will destroy the natural views across the horizon¹. All of the above will adversely impact the value of the land, both as a natural preservation of vintage Texas and as an asset.

Plaintiffs Gary and Kathy Boren

27. Plaintiffs Boren own 5 acres in Franklin County, Texas as evidenced by the conveyance, attached hereto as **Exhibit 6**, upon which they have resided for twenty-three years (23) to enjoy the many benefits of bucolic country life including quiet, serenity, unobstructed view and clean air.

28. A BESS is, simply stated, a collection of large lithium batteries for the purpose of storing electricity.

¹ To quote a Commissioner in Maryland "view does not matter? If not, why is it always emphasized by real estate agents . . . if you choose to life in the country you deserve to look out windows of pastures and not arise of solar panels."

29. The well-known danger of the lithium batteries comprising a BESS are fire, emission of toxic chemicals and gasses, and even explosion. A BESS is so hazardous that it should be surrounded by an Evacuation Zone in the event of a mishap as described above. e.g. Exhibit 7.

30. Plaintiffs Boren live and own property within 200 yards of the proposed BESS.

31. If (or, probably when) there is an incident at the BESS causing emission of toxic gasses, fire, or explosion, the Borens and everyone within the evacuation zone, will be required to leave their property until the danger has been eliminated. (Images of East Palestine, Ohio are brought to mind.) The BESS threatens not only the property value of the Boren's but their health and that of everyone in the Evacuation Zone.

32. There is more than a possibility of a leak of hydrogen chloride and hydrogen fluoride (deadly gases) that, being heavier than air, flow across the ground creating a deadly fog to every living entity. This would be catastrophic and fatal to the Borens and anyone else in the Evacuation Zone and even beyond if it is undiscovered for any period of time.

Irreparable Injury, No Adequate Remedy at Law

33. These actions of Defendants, if allowed to continue, will cause irreparable injury to Plaintiffs Hicks' and Boren's real estate for which there is no adequate remedy at law. The real estate of Plaintiffs is unique and, once despoiled by the actions of Defendants, cannot be restored.

NUISANCE DEFINED

34. Nuisance is a condition that "substantially" interferes with the use and enjoyment of land by causing "unreasonable" discomfort or annoyance to persons of "ordinary" sensibilities attempting to use and enjoy the land. Determining what is "substantial," "unreasonable," and "ordinary" in this definition of nuisance is a jury question. The standard for determining whether

the effects of the interference are unreasonable is an objective one based on a person of ordinary sensibilities.

CAUSES OF ACTION ARISING IN NUISANCE

INTENTIONAL NUISANCE:

35. The Defendants have and will act with the desire to create an interference or with knowledge that the interference is substantially certain to result and are liable for intentionally causing the interference even if the defendant does not agree that the interference is substantial or that the effects on the plaintiffs are unreasonable.

NEGLIGENT NUISANCE:

36. The Defendants have and will act in a manner that will cause damage to Plaintiffs' land by acting in such a manner that would not be engaged in by persons using ordinary care.

STRICT-LIABILITY NUISANCE:

37. A strict liability claim is based on conduct that constitutes an "abnormally dangerous activity".

ANTICIPATORY NUISANCE

38. The Doctrine of Injunctive Relief For Anticipatory Nuisance is well established in Texas Law. *City of Marlin v. Holloway*, 192 S.W. 623 (Tex. Civ. App. 1917)

CAUSES OF ACTION

Intentional Nuisance

39. In accordance with the legal definitions set forth above, Defendants intend to cause and unless enjoined, will cause a temporary and permanent nuisance to Plaintiffs and Plaintiffs' real estate for which there is no adequate remedy at law.

Negligence Nuisance

40. In accordance with the legal definitions set forth above, Defendants have and will negligently cause, unless enjoined, both a temporary and permanent nuisance to Plaintiffs and Plaintiffs' real estate for which there is no adequate remedy at law.

Strict-Liability Nuisance

41. In accordance with the legal definitions set forth above, Defendants will cause a temporary and permanent nuisance for which they will be strictly liable because they are engaging in an abnormally dangerous activity for which there is no adequate remedy at law.

Anticipatory Nuisance

42. In accordance with the legal definitions set forth above, Defendants are causing and will cause an anticipatory temporary and permanent nuisance unless enjoined, to Plaintiffs and Plaintiffs' real estate for which there is no adequate remedy at law.

Texas Water Code

43. The definition of "surface water" under the Texas Commission on Environmental Quality is found in Texas Commission for Environmental Quality, Chapter 307, Texas Surface Water Quality Standards, 307.2(66).

(66) **Surface water in the state** – Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state as defined in the Texas Water Code, §26.001, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems that are authorized by state or federal law, regulation, or permit, and that

are created for the purpose of waste treatment are not considered to be water in the state.

44. The Texas Water Code states as Follows:

Sec. 11.086. OVERFLOW CAUSED BY DIVERSION OF WATER.

(a) No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded.

(b) A person whose property is injured by an overflow of water caused by an unlawful diversion or impounding has remedies at law **and in equity** and may recover damages occasioned by the overflow. (emphasis supplied)

45. Each and every intrusion of surface water caused by the acts of Defendants constitutes a violation of the Texas Water Code which will cause injury to Plaintiffs' property unless enjoined for which there is no adequate remedy at law.

Declaratory Judgment

46. Plaintiffs further seek a Declaratory Judgment pursuant to the Declaratory Judgement Act that Defendants, if not enjoined, will cause Plaintiffs and Plaintiffs' real estate temporary and permanent damage for which there is no adequate remedy.

ATTORNEY'S FEES

47. In addition, Plaintiff seeks attorney's fees in accordance with the Declaratory Judgement Act, the Texas Water Code and the Texas Civil Practice and Remedies Code in the amount of \$1,000,000.00.

48. The actions of Defendants have and will cause damages to Plaintiffs in an amount in

excess of the jurisdictional limits of this Court, but not exceeding \$10,000,000.00.

JURY DEMAND

49. Plaintiffs hereby demand trial by jury.

DISCOVERY REQUESTS

50. The foregoing Discovery Requests are intended for all Defendants

Interrogatories

With regard to these Interrogatories and Request For Production of Documents, you are hereby advised that you are required to serve upon the undersigned attorneys, responses and answers to same within 50 days from the date of service. The Interrogatories are to be answered separately and fully in writing and under oath. Answers to the Interrogatories shall be preceded by the interrogatory to which the answer pertains. If any space is inadequate for you to complete your answer, use additional paper, number the answer and attach the same to the Interrogatories

If any information called for or requested by these discovery requests is withheld on the grounds that the information is privileged, constitutes attorney work product or trial preparation materials, or for any reason is exempt from discovery, you are instructed to provide the information required by Rule 193.3 (b) (1) (2). Specifically, you are requested to describe the information or materials withheld, without revealing the privileged information itself or otherwise waiving the privilege, sufficiently to enable the serving party to assess the applicability of the privilege and you are requested to assert a specific privilege for each item or group of items withheld.

1. “Document” or “documents” shall mean any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: papers, letters, correspondence, telegrams, teletypes,

communications, memoranda, records, contracts, agreements, tapes or other recording or transcriptions or recordings, photographs, interoffice communications, bulletins, circulars, pamphlets, brochures, schedules, price lists, studies, notices, summaries, reports, proposals for sale, graphs, charges, appraisals, manuals, minutes, notes, agenda, announcements, instructions, drafts, calendars, dairies, books, telephone logs, statements, analyses, worksheets, invoices, credit memoranda, sales slips, billing or credit statements, ledgers, computer printouts, records maintained in machine-readable forms, accounts, journals, and accounting books. This includes electronically stored data of any kind, whether or not it has ever been printed. This includes e-mail and all other forms of computerized and Internet correspondence, whether or not it has ever been printed. This constitutes a specific request for production of electronic or magnetic data pursuant to Rule 196.4 of the Texas Rules of Civil Procedure. Please produce this data in hard copy written form on white or nearly white 8 ½ x 11 unlined paper.

If any tape, disk, card, wire, or other electronic or mechanical recording or transcript or any computer program is produced, you shall also produce such documents as are necessary for decoding, playing back, printing out, and/or interpretation thereof, and any other documents which are necessary to convert such information into a useful and usable format.

2. As used herein, the word “identify”, when used in reference to a person, means information sufficient to identify and locate the person, including the full name, title, present residence and business address (if the present home and/or business address is not available, the last known home and/or business address should be provided), the name of the person’s present employer, and the last known home and/or business telephone numbers.

3. As used herein, the word “identify,” when used in reference to a legal entity,

means its name, type of organization (for example, corporation, partnership, joint venture, municipality or other entity), laws under which organized, address, telephone number of principal place of business, and principal line of business.

4. As used herein, the word “identify,” when used in reference to a document, other than a contract or agreement, means to state (1) its date, (2) its author, (3) the type of document (e.g., papers, books, letters, correspondence, telegrams, etc.), and (4) the name of each of its present custodians. If any such document was, but is no longer in your possession or subject to your control, or in existence, state whether it is (a) missing or lost, (b) destroyed, (c) transmitted or transferred, voluntarily or involuntarily to others identifying such others, or (d) otherwise disposed of and, in each instance, explain the circumstances surrounding and authorization for such disposition and state the date of approximate dated thereof. If any of the above information is not available, state any other available means of identifying such document.

5. As used herein, the word “identify”, when used in reference to a contract or agreement, means (1) state the date of its making, (2) identify the parties thereto, (3) state whether the contract is in writing or is oral, (4) state the purpose of the contract, (5) state fully and precisely and separately all of the provisions or terms of said contract, including, but not limited to, any and all representations, warranties, covenants, stipulations, conditions, promises or agreements made by a party and the consideration flowing to and from all parties thereto, and (6) if the contract is in writing, in whole or in part, identify such documents in accordance with Definition 4, supra. If any of the above information is not available, state any other available

means of identifying such contract or agreement.

6. As used herein, the word “identify”, when used in reference to a communication, statement of material fact, representation or misrepresentation (hereinafter collectively referred to as “communications”) means (a) with respect to oral communications to state (1) the date of the communication, (2) the substance of the communication, (3) the person making the communication, (4) all persons present or who heard the communication, and (5) to identify all documents that relate to the communication; and (b) with respect to written communications (1) to identify the communication in accordance with Definition 4 or 5, supra, and (2) to identify all documents that relate to the communication.

7. “Or” shall be construed herein either conjunctively or disjunctively to bring within the scope of these Interrogatories any information which might otherwise be construed to be outside their scope.

8. “You”, or “your” as used herein shall mean the party to whom these Interrogatories and Requests are directed, or anyone answering these Interrogatories on their behalf, or their agent, employees, representatives or anyone else authorized to act on their behalf.

9. “Person” as used herein shall mean any individual, corporation, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, or other such entity.

10. As used herein, the term “described”, when used in reference to an action, event or deed, means to state the date the event took place, the place the event occurred, the nature of

the event, and to identify all persons involved in or witnessing the event.

11. As used herein, the term “communications” means an inquiry, discussion, representation, conversation, negotiation, agreement, undertaking, meetings, telephone conversations, letter, note, telegram, telex, advertisement or other form of verbal intercourse, whether oral or written.

12. As used herein, the term “representative” means any partner, agent, employee, consultant, attorney, accountant or anyone else acting or purporting to act for, at the direction of, or on behalf of another.

13. As used herein, the term “date” means the exact day, month, and year, if ascertainable, or if not, a description of the temporal relationship of the occurrence for which the date is sought to the closest dates which are ascertainable.

14. As used herein, the terms used for Plaintiffs and Defendants, and real estate, solar farm and BESS are the same as set forth in the body of the Petition.

15. If the answer to an interrogatory, or part of an interrogatory, is contained in the answer to a previous interrogatory, please so state and refer to the interrogatory wherein the answer can be found.

Interrogatory Request:

1. When do you intend to commence construction of solar farm?
2. When do you intend to commence construction of BESS?
3. Please describe the connection among all Defendants.

4. Please describe all plans for disposal of the solar panels and batteries comprising the BESS.
5. If you do not admit Admission number 1 please explain in detail how they are inaccurate.

Document Production Request

1. All documents referring or relating to the construction of solar farm on the real estate described on Exhibit 3.
2. All documents referring or relating to the construction of BESS on the real estate described on Exhibit 6.
3. All documents referring, relating or comprising plans for disposal of the solar panels and batteries comprising the BESS.
4. All environmental impact statements regarding the solar farm.
5. All environmental impact statements regarding the BESS.
6. All safety studies on the solar farm.
7. All safety studies on the BESS.

Request For Admissions

1. Admit or Deny that the allegations in this Petition are substantially true and correct.

WHEREFORE PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein and, upon final hearing hereof, have judgment over and against Defendants for damages in excess of the minimum jurisdictional limits of this Court not to exceed ten million dollars, attorney's fees in the amount of one million dollars, ten thousand dollars for appeal, five thousand dollars for a writ and five thousand dollars if the writ is granted, costs, interest and general relief. Plaintiff further prays that upon hearing Plaintiffs have a

Temporary Injunction against all Defendants against and, upon final hearing, have a Permanent Injunction against all Defendants from all further development of any kind on the real estate for the purpose of constructing a solar farm or BESS.

Respectfully Submitted,

Gary E. Smith, P.C.
GRAHAM, BRIGHT & SMITH
Attorneys and Counselors

By: /s/ Gary E. Smith
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March 14, 2023

Honorable Ken Paxton, Attorney General of Texas
Mr. Austin Kinghorn, Chair, Opinion Committee
Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711

Submitted by Email to opinion.committee@oag.texas.gov.

Re: RQ-0500-KP

Dear Attorney General Paxton and Mr. Kinghorn:

Please accept this brief regarding the referenced request submitted by Landon Ramsay, Franklin County Attorney. I write in support of the authority of a Commissioners Court to adopt a Moratorium on the development of commercial, utility scale solar energy facilities within the county; and the authority of the County to enforce such a Moratorium.

I am Commissioner for Precinct No. 1 of Franklin County, Texas, and have served my county for the past decade. I voted for adoption of a moratorium on utility scale solar development in this county which was duly adopted on October 24, 2022. On December 30, 2022, acting pursuant to the request of a solar developer, the county attorney placed rescission of the moratorium on the court's agenda and a motion to rescind carried by a vote of 2 to 1 (one commissioner had recused himself, having leased his farm to Enel, the developer).

Two developers have released plans for their projects. One of these (Stockyard – wholly owned by Enel – an Italian Company) has filed plans to install over 600,000 panels on about 5,000 acres of land along a nine-mile long stretch of FM Highway 1896 in Franklin County. This continuous path of cyclone-wire fence topped with razor wire will create a barrier for wildlife along one-third of the eastern boundary of this county. Samsung, through an LLC set up in the US, has filed plans to install a like number of panels on some 5,000 acres of land to the west of the Enel project. The Samsung project will create a barricade with an east/west orientation across the north half of our county.

Other foreign companies are proposing further developments with the prospect of placing up to 30,000 acres of the county's 100,000 acres of farmland under panels.



The developers have already cut large tracts of timber. Maps of the project areas show additional blocks of timber which still stand within the proposed project areas. These solar developments are a present threat to the health and safety of our citizens.

A development by Enel on the county's western boundary has caused water damage and the application of herbicides on both our north and western boundaries provides evidence of harm to public health and safety supporting my request for authorization of our county's authority to adopt a moratorium against utility scale solar developments for at least the coming six months.

If we cannot have a county-wide moratorium, then I request authority to issue the moratorium within my precinct. My precinct has the proposed Samsung development. Note the map attached with this brief (Exhibit A). An eight-mile long tract of land spanning the watershed between the two largest water drainage systems in this county (Between White Oak Creek and the Sulphur River.)

The county airport also lies within my precinct. On February 27, 2023 and continuing for the entire week, planes and a tank truck and a supply truck operated out of the airport. Local citizens witnessed boxes of industrial strength herbicides (Fire Zone and Round Up Pro Max 3) being uncared and mixed with water and then loaded into planes for aerial application.

Other citizens monitored the planes headed north from our unsupervised small airport. The planes sprayed herbicide on the trees on the north bottomland side of the Sulphur River, flying in an east west pattern along the river bottom. On another day the planes applied herbicides in a reported 900-acre block of solar panels on the north side of the river and then on the last day (March 4) dropped seed in an area for erosion control. Environmentalists now advise me that the "Fire Zone" would be useful in killing tree growth and stopping pollen from clouding panels; the destruction of pollen would impact bee keepers, birds dependent on insects feeding on new growth and would interrupt the entire cycle of nature in this region.

Residents in my precinct in the flight path of the planes became ill and have filed a TCEQ complaint. We have health and safety issues and we need county authorization to impose a moratorium on these developments now.

At present, two battery energy storage systems are proposed (about 100,000 lithium batteries at each site) as well as erection of substations and the related installation of thousands of miles of cable with consequent requirements for use of water resources. We have no request for a road agreement and at any day I anticipate concrete trucks to start coming down county roads installing the battery storage facilities (represented by the developers to take in from 15 to 20 acres of paved land requiring a huge amount of water and material).

The Moratorium submitted to your office by Attorney Ramsay was adopted by the Franklin County Commissioners Court on October 24, 2022. However, the Moratorium was declared an "illegal" act in oral comments delivered in court sessions by County Attorney Ramsay and County Judge Scott Lee. James Allison, in telephone conferences with Mr. Allison acting as general counsel for our county's insurance carrier, has voiced similar opinions. No written opinion as to the legality of the moratorium (or its enforceability) signed by an attorney or judge has been produced. I do not think any attorney has signed a written document to this effect.

Commencing in early December 2022, Zach Precopia, Development Manager for Enel's Stockyard Project requested the County Attorney and County Judge to obtain a rescission of the Moratorium of October 24, 2022. On December 30, 2022, the County Attorney acted on behalf of Mr. Precopia and obtained rescission of the Moratorium. (see Precopia e-mail, Exhibit B and court agenda with request by County Attorney, Exhibit C).

Much public opposition resulted after release of the proposed site for the Enel lithium battery facility to be placed close to the town of Mt. Vernon. And now I face further opposition to solar developments because of the recent aerial herbicide applications and proposed Samsung battery installation in my precinct (see Exhibit D). Our county judge reports that the airport is a public facility but drug runners could as easily be using the airport.

The solar fields at Cunningham cover thousands of acres; only 900 acres were treated by recent applications (based on interviews w/the applicators who were on the ground at the Franklin County Airport). At any time additional applications can commence with more drift and spills spread across my precinct and harming my constituents. We do not know what harm has been done to pastures with the careless application which caused illness to the TCEQ complainants. I believe that our county has the specific authority granted in the Powers of County Commissioners Courts under Section 121.003 of the Texas Health and Safety Code to adopt the moratorium.

At this time, we have no plants from developers; we have no answers to concerns. I have listened to citizens in ongoing hearings since August 2022. New concerns arise each week. As stated, we did not realize that herbicides would ever be applied aerially, much less along a bottomland hardwood forest in our treasured Sulphur River. I am a commissioner and the dead trees will ultimately cause problems as they create logjams at our bridges. Yesterday, I heard the first report of the mirage effect created for drivers who try to travel along roads lined with solar panels at certain times of day. These developers arrive and commence damage and destruction.

Petitions requesting the moratorium were signed by over 1,300 local taxpayers (about 1,000 registered voters) and were presented in open court to the county judge prior to adoption of the moratorium. Citizens requested information as to plans for disposal of the projected 1 million plus lithium batteries (3.5 year current use life); for disposal of over 1.5 million photovoltaic panels; and for decommissioning of substations and facilities. Citizens requested information regarding the fire and hazard issues related to the new industry. Neither Mr. Precopia nor any other industry representatives appeared in a single county commissioners court session (only through communications with and representation by the county judge and attorney).

The transportation of lithium batteries of the type proposed for use here is regulated because of the hazardous nature of the cargo.

The public has been told that the Attorney General would prosecute the effort to impose and enforce a Moratorium as a criminal action. We ask for your voice to end these threats against the county and its officers seeking to protect our public. I have said in open court: If a county commissioner or county officer is this intimidated by the threat of civil or criminal liability for protecting the public health and safety of their citizens, then they should resign rather than fail to uphold their oath of office to protect the public safety under the Constitution of Texas.

The county commissioners can enact ordinances to prohibit harmful activities on private lands; here we have foreign-controlled entities commencing harmful activities (see Exhibit E – a Bulgarian connection soliciting participation because there is no regulation). The public health concerns have never been addressed and a moratorium is in order until answers are provided and environmental impact studies are conducted. The county is pristine; the land is beautiful with rolling hills and the economy is essentially agricultural.

In the court session of February 27, 2023, some 100 citizens came and stood in support of adoption of a moratorium. No one from the public spoke against the moratorium. People said: if you are sued, use county money and pay to defend our county and get a moratorium in place; stop foreign ownership of our land and our tax dollars flowing overseas. If the county is sued for supposed economic damages to Enel or another foreign developer, then use court discovery processes and track the money that has flowed into this county.

We need your office to protect Texas and Texans. We need protection for Franklin County. We need validation of this Moratorium which is reasonably necessary to protect the public health. I ask you, our Attorney General, help Texas stand against foreign interests seeking to profit through endangerment of the public health. Help Franklin County, Texas, enact this Moratorium and let us be the first among many to lead Texas in halting the tide of foreign interests seeking to despoil our Texas land and health.

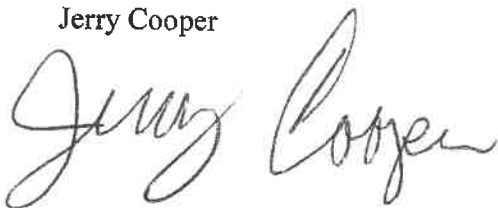
Jurisdictions across America are adopting moratoriums on utility scale solar developments which blanket the countryside like a plague of locusts. Our county judge said in open court on March 13, 2023, that if the moratorium was not against the law that our county would adopt it. We urge you to validate the authority of a county to adopt a moratorium and throw up the shield against these foreign developers.

We face imminent damage. I have noted the concerns of the public and have prepared a summary which is attached hereto as Exhibit F.

Please advise if I may act to protect my Precinct until we have your opinion as to our proposal for the county-wide action. We need help now.

Respectfully submitted,

Jerry Cooper

A handwritten signature in cursive script that reads "Jerry Cooper". The signature is written in black ink and is positioned below the typed name.

Schedule of Exhibits to Attorney General Brief – 3/14/2023 – Jerry Cooper Brief

- A. Plat of Samsung Project – North Franklin County
- B. Zach Precopia / Enel e-mail to County Judge and County Attorney
- C. copy of the commissioners court agenda of Dec. 30, 2022
- D. The Samsung inquiry as to placement of a BESS and existence as to zoning
- E. The Solar Colab offer (Bulgaria, etc.)
- F. Summary of Concerns

37NE



Hopkins

Exhibit A to Request No. 0500-KP

INTERNAL

Good Morning Judge Lee, Landon,

With the court tabling our agenda item on December 12th, we would like to be on December 27th Commissioners Court agenda with a new letter that I have attached.

The action item in this letter for the Commissioners' Court is to revoke its decision made during the October 24th meeting to put the 180-day solar moratorium in place.

We hope to work closely with the Commissioners' Court on this project moving forward.

Thank you,

Zach Precopia

Development Manager - South Central Region
Business Development



EXHIBIT B

**FRANKLIN COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING**

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
ABOVE -NAMED COMMISSIONERS COURT WILL BE HELD ON THE

30TH DAY OF DECEMBER, 2022,

AT 9:00 A.M. IN THE COUNTY COURTOOM,
FRANKLIN COUNTY COURTHOUSE
200 N. KAUFMAN STREET
MT. VERNON, TEXAS

Franklin County
CLERK OF COUNTY COURT
FRANKLIN COUNTY, TEXAS

2022 DEC 22 PM 2:17

FILED

Call to Order
Invocation
Pledge
Public Comments

- AGENDA -

DELIBERATE AND/OR TAKE ACTION ON THE FOLLOWING ITEMS:

1. Approve minutes from the December 12, 2022 regular session (County Clerk)
2. Audit claims against the County and authorize their payment (Treasurer)
3. Consider and take action on approving Monthly Reports (Treasurer)
4. First Reading: Replat Lots 2R-A and 3R-A Phase VI of Eagle Point Subdivision (Ralph Robertson for Robert Woodworth, Woodworth Living Trust & Andrew Cummings)
5. Second Reading: Replat Lots 327R Phase 3 of the Snug Harbor Subdivision (Ralph Robertson for Jan Slattery Wade)
6. Consider and take action on approving appointment of Charlie Wilson and Rosalind Bell as 2022-2023 members of the Franklin County Child Welfare Board (Linda Hammond)
7. Recess into Executive Session: The Commissioners Court will recess into Executive Session as per Government Code Sec. 551.071 to consult with an attorney regarding pending or possible litigation (County Judge)
8. Reconvene open meeting (County Judge)
9. Consider and take action on approving rescinding Franklin County's Moratorium regarding commercial solar projects (County Attorney)
10. Consider and take action on approving Resolution stating Franklin County's opposition to industrial solar development within the county (County Attorney)
11. Consider and take action on approving Resolution Adopting Guidelines and Policies for Industrial Development for the Benefit and Protection of the Public with Road Use Agreement and Guidelines and Criteria for Franklin County Tax Abatement Policy Statement attached (Precinct 1 and Precinct 3)
12. Consider and take action on approving the District Court Judges' Order Appointing Marla White as Franklin County Auditor (County Judge)

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, February 15, 2023, 1:28 PM, Stalnaker, Cole <Cole.Stalnaker@icf.com> wrote:

On behalf of Samsung, we contacted you regarding zoning requirements in Franklin County, Texas. We want to thank you for taking the time to speak with us on the phone and would like to provide you with a Google Earth KMZ of the proposed Solar Power and Battery Energy Storage project area to get a second confirmation for our client. Based on the proposed location of the project, can you please simply confirm if there's no rezoning required from the County?

We appreciate any assistance you can provide; please do not hesitate to call or email with questions or concerns.

Thank you

On behalf of:

Junhyun Nam

Samsung Renewable Energy / Samsung C&T Corporation

Cole Stalnaker

Biologist

EXHIBIT D

Solar Farms in Mount Vernon, Texas can now be owned by landowners and the local community.

Our 2 – 5 MW Fast Track Landowner and Community owned solar farm development program is for community members and landowners of Mount Vernon, Texas.

Our primary goal is to bring power, profits, and jobs back to the people who live and work in their communities. After carefully analyzing Federal Energy Regulation Committee guidelines, Solarcollab has identified a low cost, fast track model to develop, fund and build 2 – 5 MW solar farms across Franklin county, Texas.

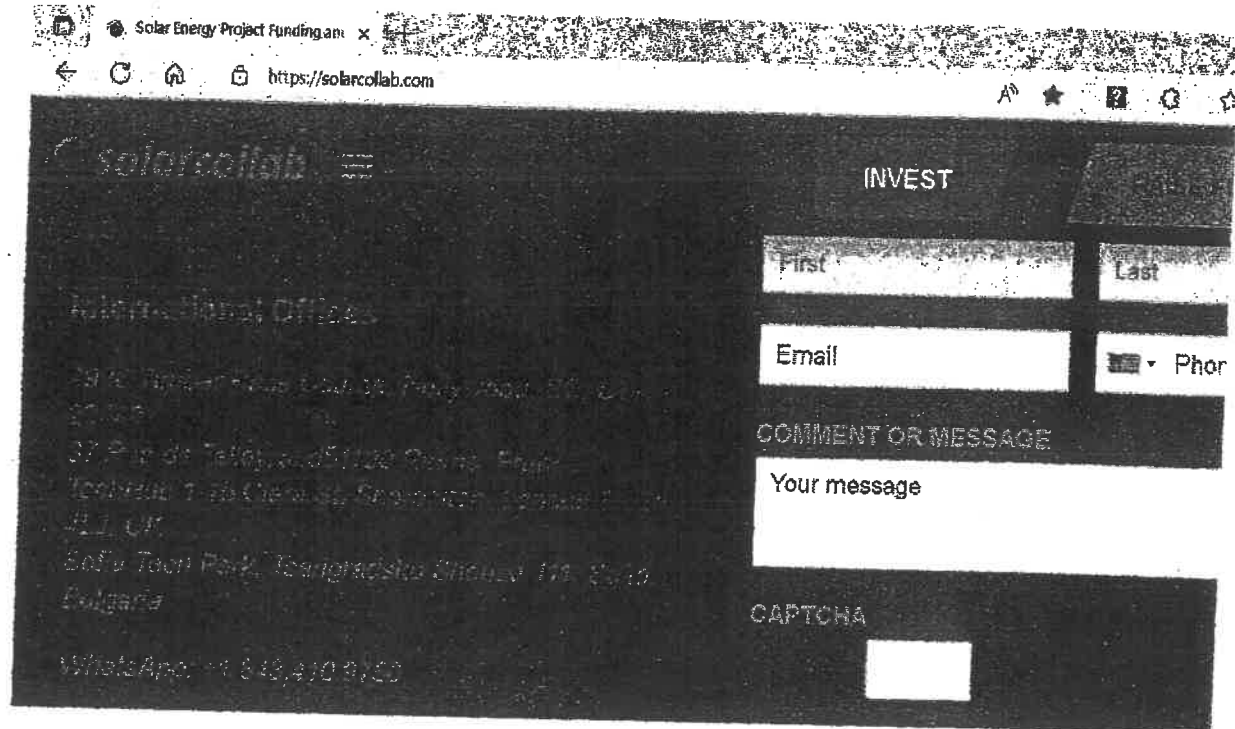
Why only only 2 – 5 MW?

Primarily because we can get them constructed and interconnected to the grid in record time, at minimal cost, and with fewer regulatory requirements.

This solar energy investment program is completely unique... a first of its kind, developed by Solarcollab. **The program is designed to allow landowners to earn income from leasing their land AND to also participate in the OWNERSHIP of the solar farm.**

We are able to apply for rural grants that reduces the total cost of each solar farm... and we raise the money for

each solar project on the Solarcollab **Crowdfunding Investment Platform**, selling shares of the Solar Power Plant to members of the local community. This is the first program of its kind that is designed to redistribute the profits of the venture back to the people where each solar project is located by crowdselling shares of ownership for each solar farm.



International Offices

4986 Timber Race Course, Hollywood, SC, USA 29449

37 Rue de Talleyrand 51100 Reims, France

TechHub 1-15 Clere St, Shoreditch, London EC2A 4LJ, UK

Sofia Tech Park, Tsarigradsko Shouse 111, Sofia, Bulgaria

Exhibit F
Public Concerns Regarding Utility Scale Solar Installations for Franklin County, Texas

Disruption of Wildlife and the natural environment with permanent damage.

The traffic danger following the diversion of wildlife from watersheds out onto public roads and highways.

The traffic danger from the mirage effect of installation of thousands of panels along roadsides.

The destruction of the natural habitat and the death traps created by the installation of over 1 Million panels on thousands of acres of land in this small county.

Negative impact on agricultural economy through disturbance of livestock and poultry operations, including dairy and beef cattle industry (construction and subsequent operational phases of utility scale solar industry).

Economic devastation after installation of panels across thousands of acres with essentially no employment base (filings with the comptroller's office indicate 2 jobs for each 5,000 acre installation).

Fire and hazard issues related to this industry. We now can find numerous news reports of fires caused by lithium batteries and solar panels; as time passes there will be more in this new industry and technology.

The use of child labor in the manufacture of the solar panels and lithium batteries.

The destruction of roads with the consequent expense to county taxpayers to repair and rebuild roads and bridges.

The vast use of water with no ready source to supply the industry including news reports of water required to contain lithium battery fires and to cool lithium battery storage installations (at a time when the county's tax is dependent on an uncertain water supply).

No information provided as to plans for disposal of solar panels, lithium batteries, miles of cable, and the ultimate decommissioning of large facilities built with concrete.

Loss of property values to neighboring property. Realtors do not place a value on view without a reason. And no one will admit these manufactured installations are attractive; otherwise, the developers would not propose to plant screening shrubs and trees.

The diminished revenue for our schools following diminished lake front home values. The diminished value of lands and homes when huge tracts fall within evacuation zones.

Placing populated areas within evacuation zones from the BESS installations (both Mt. Vernon and Hagensport falling within evacuation zones). (BESS – a battery energy storage system, generally holding up to 100,000 connected lithium batteries).

Indiscriminate widespread herbicide use along bottomland hardwood tracts with impact on bees, insects, bees, and ultimate economic damage (spraying has commenced/ Fire Zone along tree line of Sulphur River north boundary, Franklin County, Texas)

Memorandum

To: Lance Hinson, Attorney
311 E. 16th St. Fmt, Mt. Pleasant, Tx 75455

From: B. F. Hicks
P. O. Box 985
Mt. Vernon, Texas 75457

Date: 2/8/2023

Re: Franklin County – Solar Development Moratorium

Memo: As discussed earlier today. Franklin County Commissioners adopted Moratorium on Industrial (Utility Scale) Solar Development on October 24, 2022 (copy enclosed #I). Enel (Italian company) through their representative have numerous contacts with County Judge and County Attorney (copies of some communications #II; we do not know nature of telephone contact AND Hicks does not know Zach Precopia). First effort by county attorney to rescind Moratorium fails. In final meeting of 2022, (enclosure #III – agenda) – item #7 on agenda – Judge has commissioners talk with insurance agent for county who says “you don’t want to be sued” – of course, the agent doesn’t want his company out any money. Agenda item #9 – County Attorney asks commissioners to rescind Moratorium. Zach never appeared; Zach never answered any questions regarding disposition of 620,000 panels at end of life or over 300,000 lithium batteries, etc. etc. Landon delivered; commissioners vote 2 to 1 to rescind; at least one voted “no” to rescission. Landon offered up a nice resolution recognizing that the public is against industrial solar (agenda item #10). Enclosure #IV – County Rules of Procedure, etc. Only the judge and commissioners can place items on agenda of commissioners court. There is a form with this enclosure. Landon did not go to to the trouble to complete the form; he just delivers the rescission. Failure to follow the 2018 Rules of Procedure (signed by all 4 commissioners and the judge who were in office on Dec. 30, 2022) – can we call this fatal fault? Suit to void the commissioners action of December 30, 2022 in rescinding the moratorium and thus reinstate the moratorium of October 24, 2022. Even if we only buy 3 months, if we can get declaratory judgment or other action to suspend the rescission – I need an attorney and a little time. Let me know! And I will pay up front with a further agreement for payment if we get even temporary reinstatements. Thanks. – bf

F:\solar\hinson memo



I

Moratorium

The Franklin County Commissioners Court (Court) does hereby declare a moratorium on the siting, construction, installation, operation, permitting, and licensing of any Commercial, Utility Scale Solar Energy Facility within the County

(1) Date of Applicability:

(a) No person, organization, or entity shall start or engage in the construction or operation of a Commercial Solar Energy Facility or test for the suitability of sites for a Commercial, Utility Scale Solar Energy Facility on or after the October 11, 2022.

(b) During the time this Rule is in effect, no officer, official, employee, office, administrative board, or agency of the Court shall accept, process, approve, deny, or in any other way act upon any application or request for any type of license, road permit, or approval related to a Commercial Solar Energy Facility.

(2) Effective Date. This Rule shall become effective immediately upon its adoption by the Commissioners Court Meeting (the "Effective Date") and shall remain in full force and effect for a period of up to but not longer than 180 days from the Date of Applicability, unless extended, repealed, or modified by the Court pursuant to applicable law or until a new Rule regulating Commercial, Utility Scale Solar Energy Facilities or revisions to existing Rules addressing such facilities are adopted by the Court, whichever shall first occur.

(3) Conflicts; Savings Clause. Any provisions of the Court's Rules that are inconsistent with or conflict with the provisions of this Rule are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Rule is declared by a court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

(4) Violations. If any Commercial, Utility Scale Solar Energy Facility is located or operated in the County, in violation of this Rule, each day of any continuing violation shall constitute a separate violation of this Rule and the County shall be entitled to all rights available to it pursuant to and under law, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations. The Commissioners Court of Franklin County, Texas, is hereby authorized to institute any and all actions, either legal or equitable, that it deems necessary or appropriate to enforce the provisions of this Moratorium Rule.

Attached to resolution adopting the above-stated Moratorium; attached as Exhibit A, and incorporated by reference into said resolution the same as if set forth in full in the text of said resolution. Certified by County Clerk, Franklin County, Texas.

II

INTERNAL

Good Morning Judge Lee, Landon,

With the court tabling our agenda item on December 12th, we would like to be on December 27th Commissioners Court agenda with a new letter that I have attached.

The action item in this letter for the Commissioners' Court is to revoke its decision made during the October 24th meeting to put the 180-day solar moratorium in place.

We hope to work closely with the Commissioners' Court on this project moving forward.

Thank you,

Zach Precopia

Development Manager - South Central Region
Business Development



Steven.Precopia@enel.com

From: Precopia, Zach (Enel North America - USA)
Sent: Tuesday, December 6, 2022 11:19 AM
To: slee@co.franklin.tx.us; Landon Ramsay <lramsay@co.franklin.tx.us>
Subject: Letter to Franklin County Commissioner's Court

Judge Lee, Landon,

Please see the attached letter that we would like to have placed on the agenda for the December 12th Commissioners' Court Meeting.

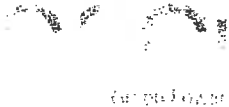
As you will see, the action item in this letter for the Commissioners' Court is to revoke its decision made during the October 24th meeting to put the 180-day solar moratorium in place.

We hope to work closely with the Commissioners' Court on this project moving forward.

Please feel free to call me today if there are any questions.

Thank you,

Zach Precopia
Development Manager - South Central Region
Business Development



Enel North America
16105 W. 113th Street Ste 105, Lenexa, KS 66219
M +1 816 401 9337
Steven.Precopia@enel.com

slee@co.franklin.tx.us

From: Katherine Howard <Katherineh@county.org>
Sent: Thursday, December 8, 2022 11:51 AM
To: slee@co.franklin.tx.us
Cc: Todd Kisel
Subject: moratorium Order

Judge Lee,

I spoke with our claims manager. If you have any documentation to submit and wish to seek a review for pre-claim assistance, here is a link to the Risk Management Pool's claims portal: [TAC - File a Claim \(county.org\)](#)

The Risk Pool would be happy to evaluate Franklin County's request for pre-claim assistance, but I doubt there would be coverage for equitable relief or to cover claims brought against an official in their individual capacity only.

Please feel free to give us a call back if you would like to discuss further.

Thank you,

Katherine Howard
Associate General Counsel,
Texas Association of Counties
888-275-8224

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This email was Anti Virus checked by Sophos UTM. <http://www.sophos.com>

December 6, 2022

Franklin County Commissioners' Court
PO Box 989
Mount Vernon, TX 75457

Dear Commissioners,

Stockyard Solar Project, LLC ("Stockyard Solar"), a wholly owned subsidiary of Enel Green Power North America, Inc. ("Enel"), is in the process of developing a solar energy generation facility in Franklin County through agreements with County landowners ("Project"). We are concerned that the County Commissioner's Court vote to place a moratorium on solar energy projects in the County on October 24, 2022, could have an adverse impact on the proposed Project and the County without corresponding benefit to protect the County or its citizens. We would like to meet with the County regarding its concerns about the impacts of solar energy development that led to this vote and ways to address these concerns, in particular for the Project. We also request that the Commissioner's Court rescind the moratorium.

We appreciate that with the many rapid developments in the energy sector you may have many questions from constituents, leading to the recent vote attempting to halt solar development while the County explores potential impact. Although we are in agreement with statements by the County's own counsel during that meeting that such actions were unlawful and would not stand up in court, we would prefer to work with the County to address its concerns rather than debating the lawfulness of such an attempted moratorium through attorneys. We pride ourselves on working with staff and elected officials in an open dialogue to help local communities benefit from high-quality, locally suitable projects. We sincerely hope to do so here as well, while also providing information about solar development.

In considering both past and future actions related to solar development, please consider the following information.

Roads

Enel has built developed numerous renewable energy projects across the state and across the country with over 7.8 GW installed capacity in the U.S. Frequently these projects include an agreement for the use, maintenance, and repairs of the local

roads used to haul equipment and materials in constructing a solar project developed through coordination with local officials. We would like to meet with the relevant staff and officials for the County to develop such an agreement for the Project for the use and repair of County roads and bridges for Project construction. Stockyard Solar would document the condition of roads pre-construction with the County and bear responsibility for restoring roads to the same or better condition post construction due to damage that may be caused by Project construction, including coordination for emergency repairs and traffic management during construction. Once the Project is in operation, site traffic is limited to occasional visits by small crews to maintain facilities.

Economic Benefit

The Project would bring substantial economic benefit to Franklin County without requiring the County to invest in major infrastructure. The Project also has the potential to increase tax revenue to Franklin County, which could lessen the burden of other taxpayers and allow the County to improve its existing services and infrastructure. Further, the Project would offer many direct and indirect benefits to the County through local employment, equipment rentals, and other expenditures, allowing Project investment to pour back into the community during the life of the project.

Avoidance of Litigation

We are troubled by the process and events that led to the moratorium at the County Commissioner's Court meeting on October 24, 2022, and potential obstacles created by such action. As Judge Lee and County counsel Landon Ramsay stated on the record at that meeting, we agree that the moratorium is unenforceable and that, if challenged, such a moratorium would not stand up in court. Texas law does not authorize the County to adopt such a restriction, and the Commissioners' Court should revoke it on the record.

However, despite the obstacles created by this action, we recognize that the County has concerns which we are uniquely positioned to address. We believe that the County would benefit from working with Stockyard Solar to understand impacts and negotiate a road agreement to address concerns. After all, it is beneficial to everyone to avoid litigation and the significant time and costs that would be squandered to confirm what the County's own legal counsel has already advised.

We'd like to sit down with Commissioners and pertinent staff to better understand your concerns and discuss tools such as a road agreement to further address them. Please contact me to discuss times that are convenient. We look forward to having a productive dialogue regarding your concerns, and working together to bring investment to Franklin County through responsible development.

Thank you,

Stockyard Solar Project, LLC
Zach Precopia, Development Manager
Steven.Precopia@enel.com
(816)401-9337

Cc: Mr. Landon Ramsay, County Attorney via email at lramsay@co.franklin.tx.us

115

**FRANKLIN COUNTY COMMISSIONERS COURT
NOTICE OF OPEN MEETING**

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE ABOVE -NAMED COMMISSIONERS COURT WILL BE HELD ON THE 30TH DAY OF DECEMBER, 2022, AT 9:00 A.M. IN THE COUNTY COURTOOM, FRANKLIN COUNTY COURTHOUSE 200 N. KAUFMAN STREET MT. VERNON, TEXAS

Franklin County
CLERK OF COUNTY CLERK
FRANKLIN COUNTY, TEXAS

2022 DEC 22 PM 2:17

FILED

Call to Order
Invocation
Pledge
Public Comments
- AGENDA -

DELIBERATE AND/OR TAKE ACTION ON THE FOLLOWING ITEMS:

1. Approve minutes from the December 12, 2022 regular session (County Clerk)
2. Audit claims against the County and authorize their payment (Treasurer)
3. Consider and take action on approving Monthly Reports (Treasurer)
4. First Reading: Replat Lots 2R-A and 3R-A Phase VI of Eagle Point Subdivision (Ralph Robertson for Robert Woodworth, Woodworth Living Trust & Andrew Cummings)
5. Second Reading: Replat Lots 327R Phase 3 of the Snug Harbor Subdivision (Ralph Robertson for Jan Slattery Wade)
6. Consider and take action on approving appointment of Charlie Wilson and Rosalind Bell as 2022-2023 members of the Franklin County Child Welfare Board (Linda Hammond)
7. **Recess into Executive Session:** The Commissioners Court will recess into Executive Session as per Government Code Sec. 551.071 to consult with an attorney regarding pending or possible litigation (County Judge)
8. Reconvene open meeting (County Judge)
9. Consider and take action on approving rescinding Franklin County's Moratorium regarding commercial solar projects (County Attorney)
10. Consider and take action on approving Resolution stating Franklin County's opposition to industrial solar development within the county (County Attorney)
11. Consider and take action on approving Resolution Adopting Guidelines and Policies for Industrial Development for the Benefit and Protection of the Public with Road Use Agreement and Guidelines and Criteria for Franklin County Tax Abatement Policy Statement attached (Precinct 1 and Precinct 3)
12. Consider and take action on approving the District Court Judges' Order Appointing Marla White as Franklin County Auditor (County Judge)

IV

**RULES OF PROCEDURE, CONDUCT AND DECORUM
AT MEETINGS OF THE
FRANKLIN COUNTY COMMISSIONERS COURT**

- I. All regular, special, emergency and executive session meetings of the Franklin County Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
- II. Regular, special, emergency meetings of the Franklin County Commissioners Court are open to the public and to representatives of the press and media. Executive sessions of the Commissioners Court are not open to the public, the press, or the media, and only those individuals expressly requested or ordered to be present are allowed to attend executive sessions.
- III. The Franklin County Commissioners Court meets in regular sessions on the second and fourth Mondays of each month. In order for a matter or issue to appear as an agenda item on the agenda of any regular meeting of the Commissioners Court, a request must be filed with and approved by at least one member of the Commissioners Court and/or the County Judge by 12:00 p.m. (noon) on the Thursday immediately preceding the next regular meeting of the Commissioners Court.
- IV. The business of Franklin County is conducted by and between the members of the Franklin County Commissioners Court and by those members of the county staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners Court (except executive sessions), the public's participation therein is limited to that of observees unless a member (or members) of the public is requested to address the Commissioners Court on a particular issue (or issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the county clerk prior to the time the agenda item (or items) is addressed by the Court. A sample of the Franklin County Commissioners Court Public Participation Form is attached hereto as Exhibit "A".
 - A. Each member of the public who appears before the Commissioners Court shall be limited to a maximum of three (3) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners Court.
 - B. Maximum discussion of any agenda item, regardless of the number of members of the public wishing to address the Commissioners Court on such

agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).

- C. In matters of exceptional interest, the Court may, by the majority vote of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.
- D. It is the intention of the Court to provide an open access to the citizens of Franklin County to address the Commissioners Court and to express themselves on issues of county government. Members of the public are reminded that the Franklin County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court the Franklin County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, all members of the public in attendance at any regular, special and/or emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's order and/or continued disruption of the meeting may result in a Contempt of Court Citation.
- E. It is not the intention of the Franklin County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honest and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:
 - 1. Cancellation of a speaker's remaining time;
 - 2. Removal from the Commissioners Court;
 - 3. A Contempt Citation; and/or

4. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.
- V. The County Judge is the presiding officer of the Franklin County Commissioners Court and is a participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners Court (in terms total of number of years as an elected representative) present at the regular, special, emergency meeting or executive session, shall serve as the Judge Pro-Tem of the Court. However, nothing herein shall prevent the senior member of this Commissioners Court from delegating this duty to another member of the Commissioners Court.
- VI. The County Judge (or the designated Judge Pro-Tem of the Commissioners Court), as presiding officer of the Commissioners Court, is responsible for conducting all meetings, and members of the public who have properly completed the Public Participation Form and submitted same to the County Clerk must wait to be recognized before they will be allowed to address the Court.
- VII. Special rules for the press and media:
 - A. No media personnel or equipment, including lights, camera or microphones will be located on the Commissioners Court bench nor closer than five (5') feet in front of the Commissioners Court bench.
 - B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners Court deliberations or the ability of the public to see, hear, and participate in the proceedings.
 - C. Interviews shall not be conducted inside the Commissioners Courtroom during the time the Court is in session.
 - D. Media interviews which are conducted outside the Commissioners Courtroom shall be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any regular, special, or emergency and/or executive session of the court.
- VIII. The Sheriff of Franklin County, Texas, or his designated deputy, shall serve as the bailiff at all regular, special, and emergency meetings of the Court. However, in the event of the absence of the sheriff, or in the event that there exists a conflict of interest between the sheriff, any member of the sheriff's department, and the

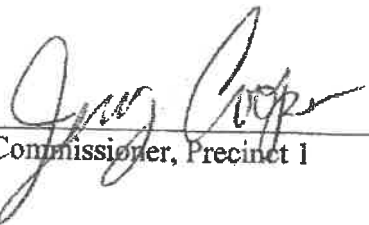
Commissioners Court, or in the event of an executive session of the Court in which the sheriff is not an authorized participant, then in such event, the Court shall appoint such other commissioned peace officers to serve as bailiff as may be necessary.

- IX. From time to time, the Commissioners Court shall conduct town meetings and public hearings. These Rules of Procedure, Conduct and Decorum shall also apply to such town meetings and public hearings; however, the Commissioners Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.
- X. These Rules of Procedure, Conduct and Decorum at meetings of the Franklin County Commissioners Court shall be effective immediately upon adoption by the Court and shall remain in full effect until amended or repealed by a majority vote of the Commissioners Court.

UPDATED BY THE UNANIMOUS VOTE OF THE FRANKLIN COUNTY

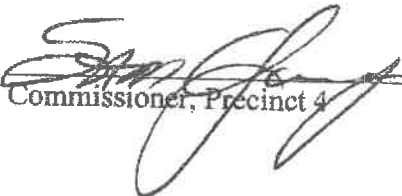
COMMISSIONERS COURT on this 12th day of February, 2018.

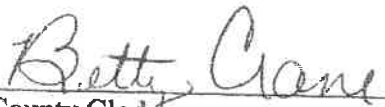

County Judge


Commissioner, Precinct 1


Commissioner, Precinct 2


Commissioner, Precinct 3


Commissioner, Precinct 4


County Clerk

FRANKLIN COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? (Please name)

Which agenda item (or items) do you wish to address? _____

In general, are you for or against such agenda item (or items)?

Signature: _____

NOTE: THIS PUBLIC PARTICIPATION FORM MUST BE PRESENTED TO THE COUNTY CLERK PRIOR TO THE TIME THE AGENDA ITEM (OR ITEMS) YOU WISH TO ADDRESS ARE DISCUSSED BEFORE THE COURT.



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF FRANKLIN

KNOW ALL MEN BY THESE PRESENTS:

That I, **SIDNEY PAUL HICKS**, a single man dealing with property which constitutes no part of my homestead, of the County of Franklin, State of Texas, for and in consideration of the sum of Ten and other Dollars and other valuable consideration to the undersigned paid by the grantee herein named, all cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, All cash in hand paid.

have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto

B.F. HICKS
P. O. BOX 985
MT. VERNON, TEXAS 75457

of the County of Franklin, and State of Texas, all of the following described real property in Franklin County, Texas, to-wit:

All that certain tract of land situated in the T. GREER SURVEY, ABSTRACT NO. 564, T. CASEY SURVEY, ABSTRACT NO. 86, L. BLAKE SURVEY, ABSTRACT NO. 562, M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 340, E. WALKER SURVEY, ABSTRACT NO. 545, T. CASEY SURVEY, ABSTRACT NO 546, N. POE SURVEY, ABSTRACT NO. 566, A. MILLER SURVEY ABSTRACT NO. 351, and the G. MILLER SURVEY, ABSTRACT NO. 577, Franklin County, Texas and containing 775.73 acres, more or less and being more particularly described by metes and bounds in field notes attached as Exhibit A hereto.

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time: Any and all restrictions, covenants, conditions and easements (whether for utilities or rights-of-way and whether apparent or of public record), relating to the herein above described property, and to all zoning laws, regulations and ordinances of any governmental authorities, and to any reservations of interests in the mineral estate made by Grantor's predecessors in title.

Taxes having been prorated, the obligation of paying taxes for the current and subsequent years has been assumed by the grantee herein.

[1] Exhibit E to Judgment (total 5 pages)

259
8 995 OPR
Hicks Deeds
1063

TRUE AND CORRECT COPY OF ORIGINAL
Betty Crane, County Clerk
Franklin County, Texas
Page 1 of 5 Deputy Bob

PLAINTIFF'S
EXHIBIT
3

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED as of the 19th day of April, 2012.

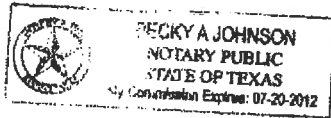

Sidney Paul Hicks

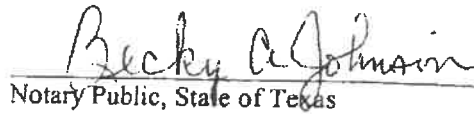
(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF FRANKLIN

This instrument was acknowledged before me on the 24th day of May, 2012, by Sidney Paul Hicks.




Notary Public, State of Texas

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**FIELD NOTES
TRACT "A"
775.73 ACRES
FRANKLIN COUNTY, TEXAS**

BEING a 775.73 acre tract of land situated in the T. GREER SURVEY, ABSTRACT NO. 564, T. CASEY SURVEY, ABSTRACT NO. 86, L. BLAKE SURVEY, ABSTRACT NO. 562, M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 340, E. WALKER SURVEY, ABSTRACT NO. 545, T. CASEY SURVEY, ABSTRACT NO. 546, N. POE SURVEY, ABSTRACT NO. 566, A. MILLER SURVEY, ABSTRACT NO. 351 and the G. MILLER SURVEY, ABSTRACT NO. 577, Franklin County, Texas, said 775.73 acres being a portion of those called First thru Fifth Tracts of land described in deed to Charles Hughes as recorded in Volume 74, Page 347, Deed Records, Franklin County, Texas, (D.R.F.C.T.) and a portion of the called First and Second tract of land described in deed to Johnny Hicks Hughes, et al, as recorded in Volume 34, Page 55, Real Property Records, Franklin County, Texas, (R.P.R.F.C.T.), and a part of a called 13-1/3 acre, 19 acre and 29 acre tract of land described in deed to B.F. Hicks, et al, as recorded in Volume 215, Page 109, D.R.F.C.T., said 775.73 acres being more particularly described by metes and bounds as follows:

COMMENCING at a pipe fence corner post for corner at the westerly line of Farm Market Road No. 1896 and being the easterly northeast corner of a tract of land described in deed to Jason B. Hughes as recorded in Volume 33, Page 180, Real Property Records, Franklin County, Texas, (R.P.R.F.C.T.);

THENCE, N 17°39'15" W, 709.18 feet along the westerly line of said Farm Market Road No. 1896 and a fence line to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner and being the POINT OF BEGINNING of the tract herein described;

THENCE, N 67°16'48" W, 870.34 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner in fence line;

THENCE, N 22°33'20" W, 1103.25 feet to a fence corner post;

THENCE, N 87°21'22" E, 181.72 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner at fence corner post;

THENCE, N 00°27'18" E, 596.71 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner in fence line;

THENCE, N 84°32'01" W, 779.71 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner;

THENCE, N 28°03'09" W, 483.72 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner;

THENCE, N 03°33'57" E, 420.77 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner in fence line;

THENCE, N 78°08'38" W, 1641.77 feet with fence line to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner at fence angle point;

THENCE, S 73°05'25" W, 732.59 feet with fence line to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner;

Exhibit A to Deed, Sid Hicks to B.F. Hicks
page 1 of 3

TRUE AND CORRECT COPY OF ORIGINAL
Betty Crane, County Clerk
Franklin County, Texas
Page 3 of 5 Deputy *PJB*

THENCE, N 89°03'56" W, 633.89 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner in fence line;

THENCE, N 00°32'10" W, 565.67 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" for corner at fence corner post;

THENCE, S 89°18'20" W, 2638.02 feet with fence line to 1/2 inch iron rod set with cap stamped "DAS 4645" for corner in the east line of a tract of land described in deed as the First Parcel Tract 1 and 2 to Robert Woodfin Campbell as recorded in Volume 205, Page 32, D.R.F.C.T.;

THENCE, N 00°02'05" W, 169.44 feet to a 1/2 inch iron rod found with cap stamped "SWANNER" at the northeast corner of said Campbell tract and the southeast corner of a tract of land described in deed to Charles B. Williams and wife, Sharon S. Williams as recorded in Volume 71, Page 176, R.P.R.F.C.T.;

THENCE, N 00°44'43" E, passing at 4030.88 feet a 1/2 inch iron rod found with cap stamped "DCA" at the northeast corner of said Williams tract and the southerly ell corner of a tract of land described in deed to James L. Livingston as recorded in Volume 177, Page 245, Official Public Records, Franklin County, Texas, (O.P.R.F.C.T.), continue in all a total distance of 4211.84 feet to a 1/2 inch iron rod found with cap stamped "DCA" and being an ell corner of said Livingston tract;

THENCE, along the common line of said Livingston tract the following courses and distances:

- N 89°21'42" E, 2638.90 feet a 1/2 inch iron rod found with cap stamped "DCA";
- S 00°43'30" W, 168.00 feet a 1/2 inch iron rod found with cap stamped "DCA";
- N 89°22'23" E, 2045.28 feet a fence corner post;
- N 00°16'55" W, 2426.63 feet a 1/2 inch iron rod found with cap stamped "DCA";

THENCE, N 89°39'53" E, 1379.30 feet with said southerly line to a 3/4 inch iron pipe found in the westerly line of a tract of land described in deed to Jeremy King as recorded in Volume 234, Page 942, D.R.F.C.T.;

THENCE, S 00°05'32" E, passing the southwest corner of said Jeremy King tract and the northeast corner of a tract of land described in deed to Ann Hughes Holder Second Tract as recorded in Volume 129, Page 36, D.R.F.C.T., continue a total distance of 5912.38 feet to a 1/2 inch iron rod with cap stamped "DAS 4645" and being the southwest corner of said Ann Hughes Holder tract and the north line of a tract of land described in deed to B. F. Hicks, Tract Two as recorded in Volume 246, Page 687, D.R.F.C.T.;

THENCE, N 89°51'58" W, 240.81 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" at the northwest corner of said B.F. Hicks tract;

THENCE, S 00°48'09" W, 1629.17 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" at the southwest corner of said B.F. Hicks tract;

THENCE, S 88°25'32" E, 1056.26 feet along the southerly line of said B.F. Hicks tract to a 1/2 inch iron rod set with cap stamped "DAS 4645";

THENCE, N 89°24'52" E, 106.36 feet along the southerly line of said B.F. Hicks tract to a 1/2 inch iron rod set with cap stamped "DAS 4645" at the northwest corner of a tract of land described in deed to Billy F. Hicks, First tract as recorded in Volume 193, Page 572, D.R.F.C.T.;

Exhibit A to Deed, Sid Hicks to B.F. Hicks
page 2 of 3

THENCE, S 00°31'21" E, 1315.72 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" at the southwest corner of said Billy F. Hicks tract;

THENCE, N 89°28'43" E, 980.04 feet to a 1/2 inch iron rod set with cap stamped "DAS 4645" at the southeast corner of said Billy F. Hicks tract and the west line of a tract of land described to B.F. Hicks, Tract One as recorded in volume 246, Page 687, D.R.F.C.T.;

THENCE, S 02°32'11" W, 127.76 feet with the west line of said B.F. Hicks, Tract One to a 1/2 inch iron rod set with cap stamped "DAS 4645" in the aforesaid westerly line of Farm Market Road No. 1896;

THENCE, S 17°39'15" W, 1307.24 feet with the westerly line of said Farm Market Road No. 1896 to the POINT OF BEGINNING and containing 775.73 acres of land, more or less.



Exhibit A to Deed, Sid Hicks to B.F. Hicks, page 3 of 3

I BETTY CRANE COUNTY CLERK, FRANKLIN COUNTY, Texas do hereby certify that this is a true and correct copy same as appears of record in official public records in my office.

Witness my hand and seal of office on 7/3/14

Betty Crane County Clerk

By [Signature] Deputy

TRUE AND CORRECT COPY OF ORIGINAL

Betty Crane, County Clerk
Franklin County, Texas
Page 5 of 5 Deputy [Signature]

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FRANKLIN)

That we, **GAINES HUGHES** and wife, **JO ANN HUGHES**, of the County of Franklin, State of Texas, for and in consideration of the sum of Ten and other Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

and the further consideration of the execution and delivery by grantee of his one certain promissory note in the principal sum of One Hundred Thirty-One Thousand Four Hundred Eighty-Four and no/100 Dollars (131,484.00). The consideration hereof having been paid in cash by Franklin National Bank, Mt. Vernon, Texas, at the special instance and request of grantee, and secured to be paid by the execution and delivery by grantee of his one certain promissory note of even date herewith in the principal sum of 131,484.00 payable to the order of Franklin National Bank, at its offices in Mt. Vernon, Texas, and bearing interest at the rates therein specified, and providing for acceleration of maturity in event of default and for attorney's fees. Franklin National Bank, at the instance and request of the grantee herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Franklin National Bank, and the same are hereby transferred and assigned to said Franklin National Bank,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Joe Dan Coe, Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

B.F. HICKS
P.O. Box 985
Mt. Vernon, Texas 75457,

of the County of Franklin, and State of Texas, all of the following described real property in Franklin County, Texas, to-wit:

All those certain lots, tracts or parcels of land situated in Franklin County, Texas, and described as follows:

TRACT ONE:

All that certain tract or parcel of land situated in the County of Franklin, State of Texas, being a portion of the George W. Herring Survey, Abstract No. 242, and being out of that called 41-3/4 acre Second Tract conveyed by Mae Masters Milam to Gaines Hughes recorded in Volume 118, page 154 of the Deed Records of Franklin County, Texas, and bounded as follows;

BEGINNING at a 1/2-inch steel rod set at a fence corner at the lower northwest corner of the Herring Survey, same being the northeast corner of the L. Blake Survey, Abstract No. 562, same also being in the south boundary line of the M.E.P. & P.R.R. Survey, Abstract No. 340, said stake also being the northeast corner of that called 30 acre First Tract conveyed by Mildred Hughes McCarrell to Billy F. Hicks recorded in Volume 193, page 572 of the Deed Records of Franklin County, Texas;

THENCE North 89 deg. 54 min. 09 sec. East with the south boundary line of the M.E.P. & P.R.R. Survey, and with the north

*Hicks Deeds
2503*

*v 246
p 687*

*Deed
Records*

boundary line of the 41-3/4 acre Hughes tract, 226.37 feet to a 1/2-inch steel rod set for corner;

THENCE South 51 deg. 36 min. 56 sec. East, 149.79 feet to a 1/2-inch steel rod set for corner in the west right of way line of F.M. Highway No. 1896;

THENCE in a southwesterly direction along said Highway right of way line and around a curve to the left, Radius = 2939.79 feet, Long Chord bears South 19 deg. 49 min. 16 sec. West, 190.02 feet, through a Central Angle of 3 deg. 42 min. 15 sec., for a distance of 190.05 feet to a concrete right of way marker at the end of said curve;

THENCE South 10 deg. 49 min. 55 sec. West continuing along said Highway right of way line, 198.56 feet to a concrete right of way marker;

THENCE South 18 deg. 01 min. 00 sec., West continuing along said Highway right of way line, 1028.57 feet to a 1/2-inch steel rod set for corner in the west boundary line of the Herring Survey and being in the east boundary line of the Thomas N.B. Greer Survey, A-567;

THENCE North 3 deg. 00 min. 56 sec. East at 45.73 feet passing the southeast corner of the Blake Survey, same being the southeast corner of the 30 acre Hicks tract and continuing with said Blake and Herring common survey line for a total distance of 1446.55 feet to the place of beginning and containing 6.174 acres of land.

TRACT TWO:

All that certain tract or parcel of land situated in the County of Franklin, State of Texas, being a portion of the M.E.P. & P. Railroad Company Survey A-340, being a portion of the R.V. Banks Survey A-23, and a portion of the George W. Herring Survey A-242, and being out of that 197.3 acre First Tract conveyed by Mae Masters Milam to Gaines Hughes recorded in Volume 118, page 154 of the Deed Records of Franklin County, Texas, and bounded as follows:

BEGINNING at a 1/2-inch steel rod set at a fence corner in the east boundary line of the M.E.P. & P. Railroad Company Survey, same being in the west boundary line of the R.V. Banks Survey, same also being an interior corner of the 197.3 acre tract and being the southeast corner of a 15 acre tract conveyed by Mildred Hughes to Susan Marie Holder recorded in Volume 128, page 418 of the Deed Records of said County;

THENCE South 53 degrees 27 minutes 51 seconds East along a fence line, 1048.54 feet to a 1/2-inch steel rod set in the west right of way line Of F.M. Highway No. 1896;

THENCE South 41 degrees 54 minutes 34 seconds West along said Highway right of way line, 331.61 feet to a concrete marker at the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing along said Highway right of way line and around said curve, Radius = 2914.79 feet, Long Chord bears South 35 degrees 59 minutes 06 seconds West, 602.59 feet, through a Central Angle of 11 degrees 51 minutes 59 seconds for a distance Of 603.67 feet to a concrete marker at the end of said curve;

THENCE South 35 degrees 02 minutes 17 seconds West continuing along said Highway right of way line, 206.00 feet to a concrete marker at the beginning of a curve to the left;

THENCE in a southwesterly direction continuing along said Highway right of way line and around said curve, Radius = 2939.79 feet, Long Chord bears South 23 degrees 51 minutes 10 seconds West, 223.35 feet, through a Central Angle of 4 degrees 21 minutes 15 seconds, for a distance of 223.39 feet to a 1/2 inch steel rod found for corner;

THENCE North 51 degrees 36 minutes 56 seconds West, 149.79 feet to a 1/2 inch steel rod found at a fence corner near the southeast corner of the M.E.P. & P Railroad Company Survey;

THENCE South 89 degrees 54 minutes 09 seconds West, with the south boundary line of the M.E.P. & P. Railroad Company Survey 226.37 feet to a 1/2-inch steel rod found at the lower northwest corner of the Herring Survey and being the northeast corner of the

L. Blake Survey, A-562;

THENCE South 89 degrees 53 minutes 31 seconds west along said M.E.P. & P. Railroad Company and L. Blake common survey line, 1156.40 feet to a 1/2-inch steel rod set for an angle point;

THENCE North 87 degrees 56 minutes 55 seconds West continuing along said common survey line, 1057.17 feet to a 1/2-inch steel rod set at the southwest corner of the 197.3 acre tract;

THENCE North 01 degree 18 minutes 49 seconds East along a fence line, 1629.20 feet to a 1/2-inch steel rod set at the lower northwest corner of the 197.3 acre tract;

THENCE South 89 degrees 24 minutes 21 seconds East along the lower north boundary line of the 197.3 acre tract, 2461.12 feet to the place of beginning and containing 109.956 acres of land, of which approximately 92.049 acres lie within the M.E.P. & P. Railroad Company Survey, approximately 3.020 acres lie within the Herring Survey, and approximately 14.887 acres lie within the Banks Survey.

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time: Any and all restrictions, covenants, conditions and easements (whether for utilities or rights-of-way and whether apparent or of public record), relating to the hereinabove described property, and to all zoning laws, regulations and ordinances of any governmental authorities, and to any reservations of interests in the mineral estate made by Grantors' predecessors in title.

Ad valorem taxes for the current year having been prorated, the obligation of paying taxes for the year 1996 and subsequent years is assumed by the grantee as a condition of this conveyance.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the **SUPERIOR TITLE** in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED as of this 28th day of June, A.D. 1996.

GAINES HUGHES

JO ANN HUGHES

(Acknowledgment)

THE STATE OF TEXAS)
)
COUNTY OF FRANKLIN }

This instrument was acknowledged before me on the ____ day of
June, 1996, by GAINES HUGHES and JO ANN HUGHES.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
B.F. Hicks
P.O. Box 985
Mt. Vernon, Texas 75457

d:\re\hicks.bf\hughes.gai\dwvl

V.193
P.572

*Deed
Records*

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FRANKLIN §

That I, MILDRED HUGHES MCCARRELL, a feme sole, of the County of Smith, State of Texas, for and in consideration of the sum of Ten and other Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of

the execution and delivery by grantee of his one certain promissory note in the total principal sum of Eleven Thousand Dollars (\$11,000.00). The consideration hereof having been paid in cash by The First National Bank of Mount Vernon at the special instance and request of grantee, and secured to be paid by the execution and delivery by grantee of his one certain promissory note of even date herewith in the principal sum of \$11,000.00, payable to the order of The First National Bank of Mount Vernon, at its offices in Mount Vernon, Texas, and bearing interest at the rates therein specified, and providing for acceleration of maturity in event of default and for attorney's fees. The First National Bank of Mount Vernon, at the instance and request of the grantee herein, having advanced and paid in cash to the grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said First National Bank of Mount Vernon, and the same are hereby transferred and assigned to said First National Bank of Mount Vernon,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Otis H. Slaughter, Jr., Trustee,

and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00), payable to the order of grantor in monthly installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity in event of default and for attorney's fees.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

BILLY F. HICKS

of the County of Franklin, and State of Texas, all of the following described real property in Franklin County, Texas, to-wit:

All those certain lots or parcels of land situated in Franklin County, Texas, and described as follows, to-wit:

FIRST TRACT: Situated in Franklin County, Texas, being 30 acres of land, more or less, of the L. Blake Survey, Abst. No. 562, and described as:

BEGINNING at the SE corner of said L. Blake Survey;

*Hicks Deeds
3073*

THENCE WEST with the SB line of said survey, 360 vrs. a stake for corner;

THENCE NORTH 479 vrs. to the NB line of said Blake Survey;

THENCE EAST with said NB line 380 vrs. to the NE corner of said Blake Survey;

THENCE SOUTH with the EB line of said Blake Survey, 479 vrs. to the place of beginning.

Being same land described as First Tract awarded to Lizzie Hughes in judgment partitioning land, a certified copy of which is of record in Vol. 74, page 420 of the Deed Records of Franklin County, Texas.

SECOND TRACT: Being a part of the J. Miller Survey, situated in Franklin County, Texas, and described as:

BEGINNING at the SW corner of a 1-1/2 acre tract allotted to Mae Milam;

THENCE WEST 270 vrs.;

THENCE NORTH 120 vrs.;

THENCE EAST 270 vrs.;

THENCE SOUTH 120 vrs. to the place of beginning and containing 5.0 acres of land, more or less.

Being same land described as Second Tract awarded to Lizzie Hughes in judgment partitioning land, a certified copy of which is of record in Vol. 74, page 420 of the Deed Records of Franklin County, Texas.

Lizzie Hughes, also known as Elizabeth Killingsworth Hughes, was the widow of William Harmon Hughes. They were married only to each other and had only one child, Mildred Hughes McCarrell, the grantor herein.

SAVE and EXCEPT and there is hereby reserved unto Grantor, her heirs and assigns, an undivided one-half interest in the oil, gas and related petrochemicals in and under the above-described two tracts of land, together with the rights to lease such interest, to receive bonus payments on any such lease, and to receive royalty attributable to such interest in the event of production of such minerals.

The lien securing the payment of the note made payable to the order of Grantor and described above as a lien against the above-described land is expressly made secondary and inferior and subordinate to the lien securing payment of the note to First National Bank of Mount Vernon.

This conveyance is made and accepted subject to the following matters, to the extent the same are in effect at this time: Any and all restrictions, covenants, conditions and easements (whether for utilities or rights-of-way and whether apparent or of public record), relating to the hereinabove described property, and to all zoning laws, regulations and ordinances of any governmental authorities, and to any reservations of interests in the mineral estate made by Grantor's predecessors in title.

Taxes for the current year having been prorated, the payment thereof is assumed by grantee.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs,

executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 24th day of March, A.D. 1986

Mildred Hughes McCarrell
MILDRED HUGHES McCARRELL

Mailing address of each grantee:

BILLY F. HICKS

P.O. Box 787
Mt. Vernon, Texas 75457

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF Franklin §

This instrument was acknowledged before me on the 23rd day of March, 1986, by MILDRED HUGHES McCARRELL.

Patricia Clark
Notary Public, State of Texas
Notary's printed name:
Patricia Clark

My commission expires:
9/16/89

AFTER RECORDING RETURN TO:
B.F. Hicks

PREPARED IN THE OFFICE OF:
B.F. Hicks
P.O. Box 787
Mt. Vernon, Texas 75457

LAND:HD



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

WARRANTY DEED WITH VENDOR'S LIEN AND BILL OF SALE

DATE: February 9, 2021

GRANTOR: VI T RANCH L.P., a Texas limited partnership

GRANTOR'S MAILING ADDRESS: P. O. Box 577, Talco, Texas 75487

GRANTEE: SCOTT ANDREWS

GRANTEE'S MAILING ADDRESS: PO Box 661, Winnsboro, Texas 75494

LENDER: THE CITY NATIONAL BANK OF SULPHUR SPRINGS

LENDER'S MAILING ADDRESS: 210 S. Main Street, Winnsboro, Texas 75494

CONSIDERATION: Ten Dollars and other valuable consideration, the receipt and sufficiency are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of a promissory note of even date in the principal amount of \$2,449,978.00, payable to the order of Lender in monthly installments as therein provided and bearing interest at the rate therein specified and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to DON SAPAUGH, Trustee.

PROPERTY (including any improvements):

TRACT ONE:

Being a lot, tract, or parcel of land situated in the Hiram Jones Survey, Abstract No. 246, the William Campbell Survey, Abstract No. 116, the Jephtha Furr Survey, Abstract No. 183, the R. W. Berry Survey, Abstract No. 031, the Thomas Casey Survey, Abstract No. 547, the G. A. Miller Survey, Abstract No. 577, and the A. J. McDonald Survey, Abstract No. 328, Franklin County, Texas, and being all of that certain called 413 acre tract, called First Tract, conveyed to T. B. Caldwell Jr., by Warranty Deed, as recorded in Vol. 058, Page 346, Deed Records, Franklin County, Texas, all of that certain called 50 acre tract, called First Tract, a 3.40 acre tract, called Third Tract, and the remainder of 53.25 acre tract, called Second Tract, conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 068, Page 257, Deed Records, Franklin County, Texas, all of that certain called 46.420 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 082, Page 086, Deed Records, Franklin County, Texas, all of that certain called 30.047 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 142, Page 256, Deed Records, Franklin County, Texas, and part of the tracts of land described in a Deed to James Caldwell et al, as recorded in Vol. 188, Page 042, Deed Records, Franklin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the North base of a 6 inch wood fence corner post at the Northern most Southwest corner of a called 345 acre tract, called First Tract, conveyed to Jay Slaughter et

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al, by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas;

THENCE North 89 Deg. 04 Min. 52 Sec. East, with the Northern most South line of said 345 acre tract, a distance of 2,588.40 feet to an 8 inch wood fence corner post found at an ell corner of said 345 acre tract, said point being in the West line of said Furr survey, and the East line of said Campbell survey;

THENCE South 00 Deg. 29 Min. 50 Sec. East, with the Southern most West line of said 345 acre tract, the East line of said Campbell survey, and the West line of said Furr survey, a distance of 435.95 feet to a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southern most Southwest corner of said 345 acre tract;

THENCE East, (Reference Bearing), with the Southern most South line of said 345 acre tract, and passing an ell corner of said Furr survey, and the Southwest corner of the Richard Overton Survey, Abstract No. 360, and continuing on and passing the Southern most Northeast corner of said Furr survey, and the Northwest corner of said Casey survey, and continuing on and passing the Southeast corner of said 345 acre tract, the Southwest corner of a called 23 acre tract, called Second Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas, and continuing on and passing the Southeast corner of said 23 acre tract, and the Southwest corner of a called 237 acre tract, called Third Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas, and continuing on and passing the Northeast corner of said Casey survey, and the Northwest corner of said G. A. Miller survey, and continuing on for a total distance of 5,575.47 feet to a 1/2 inch iron rod found in County Road No. NE 2200 at the Northwest corner of a called 55.132 acre tract conveyed to Mike Slaughter, by Warranty Deed, as recorded in Vol. 228, Page 635, Deed Records, Franklin County, Texas, the Northeast corner of said G. A. Miller survey, and the Northwest corner of the B.B.B. & C.R.R. Survey, Abstract No. 071;

THENCE South 00 Deg. 25 Min. 19 Sec. West, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of said 55.132 acre tract, a distance of 1,377.36 feet to a 1/2 inch iron rod found at the Southwest corner of said 55.132 acre tract, and the Northwest corner of the remainder of a called 105 acre tract conveyed to David Case, by Warranty Deed, as recorded in Vol. 108, Page 666, Real Property Records, Franklin County, Texas;

THENCE South 00 Deg. 24 Min. 38 Sec. East, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of the remainder of said 105 acre tract, and passing at a distance of 902.27 feet, a 1/2 inch iron rod found at the Southwest corner of the remainder of said 105 acre tract, and the Northwest corner of a called 49.350 acre tract, called Tract Two, conveyed to Jeremy King, by Warranty Deed, as recorded in Vol. 234, Page 942, Deed Records, Franklin County, Texas, and continuing on for a total distance of 1,545.75 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of a called 46.420 acre tract conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County, Texas;

THENCE South 89 Deg. 30 Min. 46 Sec. West, with the North line of said 46.420 acre tract, a distance of 1,375.14 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northwest corner of said 46.420 acre tract, said point being in the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald survey;

THENCE South 00 Deg. 12 Min. 58 Sec. East, with the West line said 46.420 acre tract, the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald survey, and passing the Southwest corner of said 46.420 acre tract, and the Northern most Northwest corner of a called 450.5 acre tract, called Tract One, conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County, Texas, the Southern most Southwest corner of said G. A. Miller

survey, and the Northwest corner of the Arthur Miller Survey, Abstract No. 351, and continuing on for a total distance of 2,424.36 feet to a 6 inch wood fence corner post found at an ell corner of said 450.5 acre tract, the Southeast corner of said McDonald survey, and the Northeast corner of the M.E.P. & P.R.R. Survey, Abstract No. 340;

THENCE South 89 Deg. 22 Min. 23 Sec. West, with the Southern most North line of said 450.5 acre tract, the South line of said McDonald survey, and the North line of said M.E.P. & P.R.R. survey, and passing at a distance of 1,527.86 feet, a 6 inch wood fence corner post found at the Southern most Northwest corner of said 450.5 acre tract, the Northwest corner of said M.E.P. & P.R.R. survey, the Eastern most Northeast corner of the T. Casey Survey, Abstract No. 546, and the Northeast corner of a called 185 1/4 acre tract conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on for a total distance of 2,045.28 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at an ell corner of said 185 1/4 acre tract, the Southwest corner of said McDonald survey, and the Eastern most Northwest corner of said Casey, (546), survey, said point being in the East line of the N. S. Poe Survey, Abstract No. 566;

THENCE North 00 Deg. 43 Min. 30 Sec. East, with the West line of said McDonald survey, the Northern most East line of said 185 1/4 acre tract, and the East line of said Poe survey, a distance of 168.00 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of said Poe survey, the Northern most Northeast corner of said 185 1/4 acre tract, and the Southeast corner of said Berry survey;

THENCE South 89 Deg. 21 Min. 42 Sec. West, with the South line of said Berry survey, the North line of said Poe survey, and the Northern most North line of said 185 1/4 acre tract, and passing the Eastern most Northwest corner of said 185 1/4 acre tract, and the Northeast corner of a called 96 acre tract, called First Tract, conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on and passing the Northwest corner of said 96 acre tract, the Western most Northeast corner of said 185 1/4 acre tract, the Northwest corner of said Poe survey, and the Northeast corner of said Casey survey, (546), and continuing on for a total distance of 2,638.90 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Western most Northwest corner of said 185 1/4 acre tract, the Northwest corner of said Casey survey, (546), and the Southwest corner of said Berry survey, said point being in the East line of said Jones survey, from said point, a 6 inch wood fence corner post found, bears South 89 Deg. 21 Min. 42 Sec. West, a distance of 18.88 feet;

THENCE South 00 Deg. 43 Min. 30 Sec. West, with the West line of said Casey survey, (546), the East line of said Jones survey, and the Western most West line of said 185 1/4 acre tract, a distance of 194.38 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Eastern most Northeast corner of a called 411.912 acre tract conveyed to Charles Williams et ux, by Warranty Deed, as recorded in Vol. 071, Page 176, Real Property Records, Franklin County, Texas, from said point, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southeast corner of said 411.912 acre tract, bears South 00 Deg. 43 Min. 30 Sec. West, a distance of 4,019.12 feet;

THENCE South 89 Deg. 53 Min. 55 Sec. West, with the North line of said 411.912 acre tract, and passing at a distance of 2,836.92 feet, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER), and continuing on for a total distance of 2,876.86 feet to a point for corner in Campbell's Creek at an ell corner of said 411.912 acre tract;

THENCE with the meanderings of said Campbell's Creek, and the Northern most East line of said 411.912 acre tract, the following courses and distances, (there is no monument set at the end of each call):

THENCE North 04 Deg. 36 Min. 43 Sec. East, a distance of 77.46 feet;

THENCE North 37 Deg. 35 Min. 22 Sec. West, a distance of 30.77 feet;

THENCE North 31 Deg. 50 Min. 36 Sec. East, a distance of 103.58 feet;

THENCE North 84 Deg. 17 Min. 15 Sec. East, a distance of 27.50 feet;

THENCE North 47 Deg. 28 Min. 32 Sec. East, a distance of 59.80 feet;

THENCE North 10 Deg. 02 Min. 00 Sec. West, a distance of 35.33 feet;
 THENCE North 57 Deg. 09 Min. 54 Sec. West, a distance of 43.78 feet;
 THENCE North 28 Deg. 20 Min. 18 Sec. West, a distance of 46.09 feet;
 THENCE North 22 Deg. 05 Min. 33 Sec. East, a distance of 31.72 feet;
 THENCE North 10 Deg. 38 Min. 43 Sec. West, a distance of 81.53 feet;
 THENCE North 61 Deg. 10 Min. 34 Sec. West, a distance of 36.22 feet;
 THENCE South 86 Deg. 32 Min. 10 Sec. West, a distance of 89.47 feet;
 THENCE North 66 Deg. 23 Min. 18 Sec. West, a distance of 31.12 feet;
 THENCE North 42 Deg. 16 Min. 28 Sec. West, a distance of 129.08 feet;
 THENCE North 25 Deg. 25 Min. 06 Sec. West, a distance of 27.07 feet;
 THENCE North 34 Deg. 49 Min. 32 Sec. East, a distance of 42.16 feet;
 THENCE North 86 Deg. 00 Min. 19 Sec. East, a distance of 146.24 feet;
 THENCE North 31 Deg. 45 Min. 47 Sec. East, a distance of 45.92 feet;
 THENCE North 00 Deg. 28 Min. 52 Sec. West, a distance of 43.74 feet;
 THENCE North 21 Deg. 29 Min. 38 Sec. West, a distance of 59.92 feet;
 THENCE North 07 Deg. 54 Min. 06 Sec. West, a distance of 57.23 feet;
 THENCE North 35 Deg. 46 Min. 21 Sec. West, a distance of 44.07 feet;
 THENCE South 75 Deg. 35 Min. 39 Sec. West, a distance of 63.10 feet;
 THENCE South 43 Deg. 46 Min. 09 Sec. West, a distance of 27.88 feet;
 THENCE South 20 Deg. 39 Min. 47 Sec. West, a distance of 60.37 feet;
 THENCE South 56 Deg. 39 Min. 30 Sec. West, a distance of 48.77 feet;
 THENCE North 54 Deg. 17 Min. 22 Sec. West, a distance of 36.61 feet;
 THENCE North 26 Deg. 01 Min. 12 Sec. West, a distance of 29.68 feet;
 THENCE North 15 Deg. 43 Min. 22 Sec. East, a distance of 91.51 feet;
 THENCE North 12 Deg. 03 Min. 58 Sec. East, a distance of 47.55 feet;
 THENCE North 33 Deg. 33 Min. 13 Sec. West, a distance of 27.16 feet;
 THENCE North 40 Deg. 15 Min. 42 Sec. West, a distance of 60.26 feet;
 THENCE North 15 Deg. 50 Min. 40 Sec. East, a distance of 48.29 feet;
 THENCE North 06 Deg. 50 Min. 53 Sec. West, a distance of 58.59 feet;
 THENCE North 43 Deg. 17 Min. 07 Sec. West, a distance of 107.12 feet;
 THENCE North 15 Deg. 12 Min. 44 Sec. West, a distance of 39.98 feet;
 THENCE North 32 Deg. 52 Min. 09 Sec. East, a distance of 62.83 feet;
 THENCE North 01 Deg. 02 Min. 02 Sec. East, a distance of 11.88 feet;
 THENCE North 69 Deg. 26 Min. 34 Sec. West, a distance of 30.99 feet;
 THENCE South 44 Deg. 33 Min. 17 Sec. West, a distance of 139.51 feet;
 THENCE South 82 Deg. 00 Min. 14 Sec. West, a distance of 77.70 feet;
 THENCE North 44 Deg. 04 Min. 40 Sec. West, a distance of 100.29 feet;
 THENCE North 18 Deg. 15 Min. 15 Sec. West, a distance of 55.60 feet;
 THENCE North 63 Deg. 16 Min. 16 Sec. East, a distance of 84.19 feet;
 THENCE North 51 Deg. 57 Min. 46 Sec. East, a distance of 92.66 feet;
 THENCE South 52 Deg. 55 Min. 43 Sec. East, a distance of 34.72 feet;
 THENCE North 42 Deg. 07 Min. 43 Sec. East, a distance of 40.53 feet;
 THENCE North 21 Deg. 38 Min. 20 Sec. West, a distance of 81.85 feet;
 THENCE North 01 Deg. 31 Min. 33 Sec. West, a distance of 95.77 feet;
 THENCE North 61 Deg. 00 Min. 50 Sec. East, a distance of 171.20 feet;
 THENCE South 72 Deg. 13 Min. 48 Sec. East, a distance of 48.39 feet;
 THENCE South 37 Deg. 59 Min. 13 Sec. East, a distance of 31.83 feet;
 THENCE South 05 Deg. 02 Min. 01 Sec. West, a distance of 61.57 feet;
 THENCE South 00 Deg. 52 Min. 46 Sec. West, a distance of 71.28 feet;
 THENCE South 25 Deg. 05 Min. 51 Sec. East, a distance of 24.41 feet;
 THENCE South 84 Deg. 30 Min. 52 Sec. East, a distance of 63.54 feet;
 THENCE North 83 Deg. 11 Min. 19 Sec. East, a distance of 56.31 feet;
 THENCE North 07 Deg. 05 Min. 05 Sec. West, a distance of 100.28 feet;
 THENCE North 59 Deg. 34 Min. 06 Sec. West, a distance of 36.93 feet;

THENCE North 46 Deg. 55 Min. 06 Sec. West, a distance of 33.73 feet;
 THENCE North 44 Deg. 00 Min. 27 Sec. East, a distance of 33.87 feet;
 THENCE South 61 Deg. 12 Min. 02 Sec. East, a distance of 77.84 feet;
 THENCE North 61 Deg. 50 Min. 44 Sec. East, a distance of 34.78 feet;
 THENCE North 31 Deg. 01 Min. 33 Sec. West, a distance of 35.63 feet;
 THENCE North 55 Deg. 38 Min. 37 Sec. West, a distance of 76.90 feet;
 THENCE North 11 Deg. 38 Min. 38 Sec. West, a distance of 103.95 feet;
 THENCE North 18 Deg. 56 Min. 10 Sec. East, a distance of 33.74 feet;
 THENCE North 80 Deg. 47 Min. 33 Sec. East, a distance of 62.07 feet;
 THENCE South 65 Deg. 47 Min. 55 Sec. East, a distance of 48.82 feet;
 THENCE North 49 Deg. 01 Min. 28 Sec. East, a distance of 80.79 feet;
 THENCE North 57 Deg. 03 Min. 09 Sec. East, a distance of 72.92 feet;
 THENCE South 55 Deg. 05 Min. 56 Sec. East, a distance of 84.30 feet;
 THENCE North 74 Deg. 28 Min. 33 Sec. East, a distance of 76.08 feet;
 THENCE North 23 Deg. 14 Min. 58 Sec. West, a distance of 63.66 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 76.70 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 43.83 feet;
 THENCE North 13 Deg. 36 Min. 57 Sec. West, a distance of 65.33 feet;
 THENCE North 64 Deg. 58 Min. 17 Sec. East, a distance of 59.21 feet;
 THENCE South 23 Deg. 49 Min. 42 Sec. East, a distance of 37.29 feet;
 THENCE North 55 Deg. 43 Min. 50 Sec. East, a distance of 70.67 feet;
 THENCE North 05 Deg. 44 Min. 21 Sec. East, a distance of 44.34 feet;
 THENCE North 59 Deg. 40 Min. 25 Sec. East, a distance of 79.01 feet;
 THENCE North 01 Deg. 59 Min. 51 Sec. East, a distance of 107.83 feet;
 THENCE North 00 Deg. 36 Min. 28 Sec. West, a distance of 78.34 feet;
 THENCE North 14 Deg. 39 Min. 31 Sec. West, a distance of 60.57 feet;
 THENCE North 15 Deg. 52 Min. 43 Sec. West, a distance of 55.83 feet;
 THENCE North 19 Deg. 58 Min. 06 Sec. East, a distance of 41.84 feet;
 THENCE North 55 Deg. 43 Min. 49 Sec. East, a distance of 88.33 feet;
 THENCE North 19 Deg. 03 Min. 40 Sec. West, a distance of 46.45 feet;
 THENCE North 42 Deg. 54 Min. 57 Sec. West, a distance of 45.81 feet;
 THENCE North 55 Deg. 50 Min. 43 Sec. West, a distance of 47.86 feet;
 THENCE South 84 Deg. 54 Min. 06 Sec. West, a distance of 48.92 feet;
 THENCE North 35 Deg. 56 Min. 28 Sec. West, a distance of 216.39 feet;
 THENCE North 17 Deg. 25 Min. 54 Sec. East, a distance of 37.68 feet;
 THENCE North 44 Deg. 51 Min. 26 Sec. West, a distance of 84.53 feet;
 THENCE North 51 Deg. 19 Min. 13 Sec. West, a distance of 123.34 feet;
 THENCE North 36 Deg. 35 Min. 35 Sec. East, a distance of 77.54 feet;
 THENCE North 20 Deg. 29 Min. 25 Sec. East, a distance of 83.23 feet;
 THENCE North 79 Deg. 15 Min. 38 Sec. East, a distance of 47.39 feet;
 THENCE South 42 Deg. 58 Min. 12 Sec. East, a distance of 46.32 feet;
 THENCE North 26 Deg. 38 Min. 33 Sec. East, a distance of 83.95 feet;
 THENCE North 68 Deg. 50 Min. 37 Sec. East, a distance of 113.74 feet;
 THENCE North 50 Deg. 23 Min. 23 Sec. East, a distance of 46.76 feet;
 THENCE North 07 Deg. 28 Min. 33 Sec. West, a distance of 112.81 feet;
 THENCE North 67 Deg. 35 Min. 23 Sec. East, a distance of 104.87 feet;
 THENCE North 04 Deg. 58 Min. 42 Sec. East, a distance of 59.42 feet;
 THENCE North 49 Deg. 24 Min. 27 Sec. West, a distance of 80.38 feet;
 THENCE North 13 Deg. 09 Min. 01 Sec. West, a distance of 106.64 feet to a
 point for corner at the Northeast corner of a called 27.50 acre tract, called Third Tract,
 conveyed to Michael Stroud, by Warranty Deed, as recorded in Vol. 058, Page 161, Real
 Property Records, Franklin County, Texas, said point being in the South line of said
 Campbell survey, the North line of said Jones survey, and the South line of a called 160 acre
 tract conveyed to Brad Lowry et al, by Warranty Deed, as recorded in Vol. 058, Page 165,

Official Public Records, Franklin County, Texas, from said point, a 3 inch wood fence post, bears North 89 Deg. 23 Min. 32 Sec. East, a distance of 17.86 feet;

THENCE North 89 Deg. 23 Min. 32 Sec. East, with the South line of said 160 acre tract, the South line of said Campbell survey, and the North line of said Jones survey a distance of 487.13 feet to a 10 inch wood fence corner post found at the Southeast corner of said 160 acre tract;

THENCE North 00 Deg. 08 Min. 44 Sec. West, with the East line of said 160 acre tract, a distance of 2,201.49 feet to the point of beginning and containing 44,058,714 square feet, more or less, or 1,011.46 acres of land, more or less.

TRACT TWO:

All that certain tract or parcel of land situated in the Elesor Arnold Survey, A-5, the Jane Clifton Survey, A-108, and the Hiram Jones Survey, A-246, Franklin County, Texas; being all of that certain First Tract - 385 acres and all of that certain Second Tract - 27 2/100 acres described in Deed to W. B. Meek, dated 1965, recorded in Vol. 86, Page 135, Deed Records of Franklin County, Texas; and being more particularly described as follows:

BEGINNING at a 5/8 inch iron pipe found on the Easternmost Northeast corner of a 93.070 acre tract described in Deed to Bill Dozier and George Culpepper, recorded in Vol. 240, Page 874 of said Deed Records, on the Southeast corner of a 27.21 acre tract described in Deed to Andrew C. Johnson, recorded in Vol. 243, Page 560 of said Deed Records, on the West line of said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE in a Northerly direction generally along the West line of said 385 acre tract and said Jones Survey as follows: N 3 deg. 01 min. 09 sec. E - 404.88 feet, N 3 deg. 41 min. 56 sec. E - 229.39 feet, N 0 deg. 29 min. 04 sec. E - 561.21 feet, N 0 deg. 05 min. 23 sec. W - 493.79 feet, N 0 deg. 53 min. 30 sec. E - 974.51 feet, N 1 deg. 27 min. 06 sec. W - 591.10 feet, and N 0 deg. 25 min. 33 sec. E - 719.82 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northwest corner of said 385 acre tract, on the East line of the Second Tract - 40 acres described in Deed to Michael B. Stroud, M.D., P.A. Employees Profit Sharing Plan, recorded in Vol. 58, Page 161, Real Property Records of said County, and on the Southwest corner of a 27.5 acre tract described in Deed to W. R. Ward, Jr. and John B. Jones, recorded in Vol. 243, Page 362 of said Deed Records;

THENCE S 89 deg. 04 min. 32 sec. E along the Northernmost North line of said 385 acre tract and the South line of said 27.5 acre tract, at 965.37 feet passing a capped 1/2 inch iron rod marked "Swanner" set on said North line, at a total distance of 997.99 feet to the Northernmost Northeast corner of said 385 acre tract, being on the West line of a tract described in Deed to James O. Caldwell and Caroline Caldwell-Sibley, recorded in Vol. 188, Page 42 of said Deed Records, and being on the centerline of Campbells Creek;

THENCE in a Southerly direction along the centerline of said Creek as follows: S 49 deg. 45 min. 05 sec. W - 80.79 feet, N 65 deg. 04 min. 18 sec. W - 48.82 feet, S 81 deg. 31 min. 10 sec. W - 62.07 feet, S 19 deg. 39 min. 47 sec. W - 33.74 feet, S 10 deg. 55 min. 01 sec. E - 103.95 feet, S 54 deg. 55 min. 00 sec. E - 76.90 feet, S 30 deg. 17 min. 56 sec. E - 35.63 feet, S 62 deg. 34 min. 21 sec. W - 34.78 feet, N 60 deg. 28 min. 25 sec. W - 77.84 feet, S 44 deg. 44 min. 04 sec. W - 33.87 feet, S 46 deg. 11 min. 29 sec. E - 33.73 feet, S 58 deg. 50 min. 29 sec. E - 36.93 feet, S 6 deg. 21 min. 28 sec. E - 100.28 feet, S 83 deg. 54 min. 56 sec. W - 56.31 feet, N 83 deg. 47 min. 15 sec. W - 63.54 feet, N 24 deg. 22 min. 14 sec. W - 24.41 feet, N 1 deg. 36 min. 23 sec. E - 71.28 feet, N 5 deg. 45 min. 38 sec. E - 61.57 feet, N 37 deg. 15 min. 36 sec. W - 31.83 feet, N 71 deg. 30 min. 11 sec. W - 48.39 feet, S 61 deg. 44 min. 27 sec. W - 171.20 feet, S 0 deg. 47 min. 56 sec. E - 95.77 feet, S 20 deg. 54 min. 43 sec. E - 81.85 feet, S 42 deg. 51 min. 20 sec. W - 40.53 feet, N 52 deg. 12 min. 06 sec. W - 34.72 feet, S 52 deg. 41 min. 23 sec. W - 92.66 feet, S 63 deg. 59 min. 53 sec. W - 84.19 feet, S 17 deg. 31 min. 38 sec. E - 55.60 feet, S 43 deg. 21 min. 03 sec. E - 100.29 feet, N 82 deg. 43 min. 51 sec. E - 77.70 feet, N 45 deg. 16 min. 54 sec. E - 139.51 feet, S 68 deg. 42 min. 57 sec. E - 30.99 feet, S 1 deg. 45 min. 39 sec. W - 11.88 feet, S 33

deg. 35 min. 46 sec. W - 62.83 feet, S 14 deg. 29 min. 07 sec. E - 39.98 feet, S 42 deg. 33 min. 30 sec. E - 107.12 feet, S 6 deg. 07 min. 16 sec. E - 58.59 feet, S 16 deg. 34 min. 17 sec. W - 48.29 feet, S 39 deg. 32 min. 05 sec. E - 60.26 feet, S 32 deg. 49 min. 36 sec. E - 27.16 feet, S 12 deg. 47 min. 35 sec. W - 47.55 feet, S 16 deg. 26 min. 59 sec. W - 91.51 feet, S 25 deg. 17 min. 35 sec. E - 29.68 feet, S 53 deg. 33 min. 45 sec. E - 36.61 feet, N 57 deg. 23 min. 07 sec. E - 48.77 feet, N 21 deg. 23 min. 24 sec. E - 60.37 feet, N 44 deg. 29 min. 46 sec. E - 27.88 feet, N 76 deg. 19 min. 16 sec. E - 63.10 feet, S 35 deg. 02 min. 44 sec. E - 44.07 feet, S 7 deg. 10 min. 29 sec. E - 57.23 feet, S 20 deg. 46 min. 01 sec. E - 59.92 feet, S 0 deg. 14 min. 45 sec. W - 43.74 feet, S 32 deg. 29 min. 24 sec. W - 45.92 feet, S 86 deg. 43 min. 56 sec. W 146.24 feet, S 35 deg. 33 min. 09 sec. W - 42.16 feet, S 24 deg. 41 min. 29 sec. E - 27.07 feet, S 41 deg. 32 min. 51 sec. E - 129.08 feet, S 65 deg. 39 min. 41 sec. E - 31.12 feet, N 87 deg. 15 min. 47 sec. E - 89.47 feet, S 60 deg. 26 min. 57 sec. E - 36.22 feet, S 9 deg. 55 min. 06 sec. E - 81.53 feet, S 22 deg. 49 min. 10 sec. W - 31.72 feet, S 27 deg. 36 min. 41 sec. E - 46.09 feet, S 56 deg. 26 min. 17 sec. E - 43.78 feet, S 9 deg. 18 min. 23 sec. E - 35.33 feet, S 48 deg. 12 min. 09 sec. W - 59.80 feet, S 85 deg. 00 min. 52 sec. W - 27.50 feet, S 32 deg. 34 min. 13 sec. W - 103.58 feet, S 36 deg. 51 min. 45 sec. E - 30.77 feet and S 5 deg. 20 min. 20 sec. W - 77.46 feet to an Ell corner of said 385 acre tract, and being the Southwest corner of said Caldwell and Sibley tract;

THENCE S 89 deg. 22 min. 28 sec. E along the fenced Southernmost North line of said 385 acre tract and the South line of said Caldwell and Sibley tract, at 39.94 feet passing a capped 1/2 inch iron rod marked "Swanner" set on last said North line, at a total distance of 2876.86 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southernmost Northeast corner of said 385 acre tract, on the West line of the Third Tract - 185 1/4 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the East line of said Jones Survey, and on the West line of the Thomas Casey Survey, A-546;

THENCE S 1 deg. 27 min. 08 sec. W along the fenced East line of said 385 acre tract, the West line of said 185 1/4 acre tract, the East line of said Jones Survey, and the West line of said Casey Survey - 4030.88 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southeast corner of said 385 acre tract, on the Northeast corner of the First Parcel, Tract 1 - 80 acres described in Deed to Robert Campbell, recorded in Vol. 205, Page 32 of said Deed Records, on the West line of the Fifth Tract - 160 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the Southeast corner of said Jones Survey, on the West line of the Eliza Walker Survey, A-545, and on the Northeast corner of the Sylvester Lockwood Survey, A-287;

THENCE S 89 deg. 22 min. 28 sec. W along the fenced South line of said 385 acre tract, the North line of said 80 acre tract, the South line of said Jones Survey, and the North line of said Lockwood Survey - 3768.62 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southwest corner of said 385 acre tract, on the Northwest corner of said 80 acre tract, on the Southwest corner of said Jones Survey, and on the Northwest corner of said Lockwood Survey;

THENCE in a Northerly direction generally along the fenced West line of said 385 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey: N 0 deg. 14 min. 16 sec. W - 955.66 feet and N 0 deg. 43 min. 00 sec. E - 183.55 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southeast corner of said 27 2/100 acre tract, and on the Northeast corner of a 12.69 acre tract described in Deed to David Weatherbie, recorded in Vol. 253, Page 803 of said Deed Records;

THENCE N 89 deg. 41 min. 22 sec. W along the South line of said 27 2/100 acre tract, the North line of said 12.69 acre tract, at 2973.36 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of County Road No. NE 2100, and at a total distance of 2993.36 feet to a nail set on the Southwest corner of said 27 2/100 acre tract, on the Northwest corner of said 12.69 acre tract, on an East line of said 93.070 acre tract, and being on the centerline of said County Road;

THENCE N 0 deg. 17 min. 44 sec. E along said centerline - 394.19 feet to a nail set on the Northwest corner of said 27 2/100 acre tract and on an Ell corner of said 93.070 acre tract;

THENCE S 89 deg. 41 min. 22 sec. E along the fenced North line of said 27 2/100 acre tract and the Northernmost South line of said 93.070 acre tract, at 20.00 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of said County Road, and at a total distance of 2996.26 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northeast corner of said 27 2/100 acre tract, on the Northernmost Southeast corner of said 93.070 acre tract, on the West line of said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE N 0 deg. 42 min. 59 sec. E along the West line of said 385 acre tract, the Easternmost East line of said 93.070 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey - 393.82 feet to the place of beginning containing 411.912 acres, more or less.

TOGETHER WITH, all and singular, the rights, privileges and appurtenances pertaining to the said real property, including any right, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way; and all improvements including fixtures, situated on and attached thereto.

PERSONAL PROPERTY INCLUDED IN CONVEYANCE:

Rolling stock and livestock

EXCEPTIONS TO WARRANTY:

1. Any and all prior oil, gas and other mineral and/or royalty conveyances and reservations by Grantor or Grantor's predecessors in title, and all rights of ingress and egress appurtenant thereto for the purposes of exploring for, producing, storing, treating and removing any oil, gas and other minerals so conveyed or reserved.
2. Lien for taxes for the year 2021 and subsequent years.
3. Any portion of the Property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
4. All easements and rights of way of record affecting the Property and all visible and/or apparent easements and rights of way, not of record.
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto appearing in the Public Records.
6. Subject to easements as evidenced by overhead power line, power poles, and 2 private dirt drives as shown on survey dated 5/29/2007, made by JUSTIN KLEAM, Registered Professional Land Surveyor, No. 5871.
7. Rights, if any, of property owners adjoining on the North, West, South & East in and to that portion of the insured premises lying between the North, West, South & East property line and the fence inside said property line, as shown on survey dated 5/29/2007, made by JUSTIN KLEAM, Registered Professional Land Surveyor, No. 5871.
8. Encroachment upon property adjoining on the South & South East by fence appurtenant to the insured premises, as shown on survey dated 5/29/2007, made by JUSTIN KLEAM, Registered Professional Land Surveyor, No. 5871.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's heirs and assigns, forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all

and singular the Property to Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty

The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

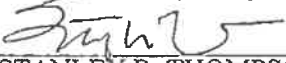
Lender, at the request of Grantee having advanced and paid in cash to Grantor that portion of the purchase price of the Property evidenced by the above described \$2,449,978.00, note, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of Lender, and the same are hereby TRANSFERRED AND ASSIGNED, without recourse, to Lender. A release of the deed of trust lien securing the above described note by the owner and holder thereof shall be sufficient to release the vendor's lien herein retained.

Grantee, by accepting delivery of this deed, acknowledges that Grantee has had sufficient time and access to make any inspections of the Property and the improvements to it which Grantee desires and has in fact become familiar with all aspects of the condition of the Property and the improvements to it. Grantee warrants and acknowledges and agrees with Grantor that Grantee is purchasing the Property and the improvements to it and any personal property included in the sale in an "AS IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Grantor other than the warranty of title contained in this deed.

When the context requires, singular nouns and pronouns include the plural.

VI T RANCH, LP, a Texas limited partnership

BY: VI T INVESTMENTS, LLC, a Texas limited liability company

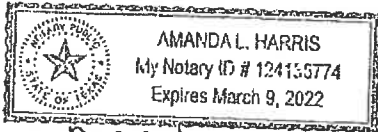
BY: 
STANLEY R. THOMPSON,
President - General Partner

STATE OF TEXAS

COUNTY OF Wood

Before me, Amanda Harris, Notary Public in and for the State of Texas on this day personally appeared STANLEY R. THOMPSON, President on behalf of VI T INVESTMENTS, LLC, a Texas limited liability company, General Partner on behalf of VI T Ranch L.P., a Texas limited partnership, known to me (or proved to me on the oath of _____ or through N (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Give under my hand and seal of office this 9th day of February 2021.



Amanda L. Harris
Notary Public, State of Texas

203246-FC

PREPARED IN THE LAW OFFICE OF:
Holt Law Firm
106 College Street
Sulphur Springs, Texas 75482

AFTER RECORDING RETURN TO:
Professional Land Title, LLC
106 College Street
Sulphur Springs, Texas 75482



(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **Memorandum of Option**
2. Date of Document: June 27, 2022
3. Grantor: **Scott Andrews, a married man, as his sole and separate property**
4. Grantee: **Saddle House Solar Project, LLC, a Delaware limited liability company**
5. Statutory Mailing Address(s):

**Lessee's Address: 16105 West 113th Street
Suite 105
Lenexa, Kansas 66219**
6. Legal Description: **See Attached Exhibit A**
7. Reference Book and Page(s): **N/A**

Andrews
2022

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.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF _____ §

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("**Memorandum**") dated for reference purposes July 1, 2022, is by and between Scott Andrews, a married person, as his sole and separate property, whose address is 610 Blackjack, Winnsboro, Texas 75494 ("**Grantor**") and Saddle House Solar Project, LLC, a Delaware limited liability company, its successors and assigns, whose address is 16105 West 113th Street, Suite 105, Lenexa, Kansas 66219 ("**Grantee**").

Grantor is the owner of that certain real property located in Franklin County, State of Texas more particularly described in the attached Exhibit A attached hereto and as generally depicted on the map attached hereto as Exhibit A-1 (the "**Property**").

Pursuant to that certain Real Estate Option Agreement dated July 1, 2022 (the "**Agreement**"), Grantee holds an option to purchase all of the Property on the terms therein stated (the "**Option**"). The term of the Option commenced on July 1, 2022 and shall expire July 1, 2025.

Grantor and Grantee have executed and recorded this Memorandum to provide record notice of the existence of the Option. This Memorandum of Option may be executed in counterparts.

[Signature Pages Follow]

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

GRANTEE

SADDLE HOUSE SOLAR PROJECT, LLC,
a Delaware limited liability company

By: [Signature]
Printed Name: Brian Doherty
Title: Authorized Representative

STATE OF Kansas)
COUNTY OF Johnson) ss.

Be it remembered that on this 27th day of June, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Saddle House Solar Project, LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

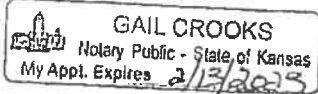
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

2/13/2023
[SEAL]

[Signature]
Notary Public in and for said County and State

Print Name: Gail Crooks



GRANTOR

SA

Scott Andrews

Joinder of Spouse

Kelly Andrews, the spouse of Scott Andrews, joins herein for the purpose of releasing dower, homestead, and all other marital rights, all of which are waived with respect to this Lease.

Kelly Andrews
Kelly Andrews

STATE OF Texas)
COUNTY OF Wood)

BE IT REMEMBERED, that on this 24th day of June, 2022, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Scott Andrews and Kelly Andrews, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year LAST above written.

My Commission Expires:

Ginger Slaughter
Notary Public in and for said County and State

Print Name: Ginger Slaughter

[SEAL]



EXHIBIT A

Property

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

TRACT ONE:

Being a lot, tract, or parcel of land situation in the Hiram Jones Survey, Abstract No. 246, the William Campbell Survey, Abstract No. 116, the Jephtha Furr Survey, Abstract No. 183, the R. W. Berry Survey, Abstract No. 031, the Thomas Casey Survey, Abstract No. 547, the G. A. Miller Survey, Abstract No. 577, and the A. J. McDonald Survey, Abstract No. 328, Franklin County, Texas, and being all of that certain called 413 acre tract, called First Tract, conveyed to T. B. Caldwell Jr. , by Warranty Deed, as recorded in Vol. 058, Page 346, Deed Records, Franklin County, Texas, all of that certain called 50 acre tract, called First Tract, a 3.40 acre tract, called Third Tract, and the remainder of 53.25 acre tract, called Second Tract, conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 068, Page 257, Deed Records, Franklin County, Texas, all of that certain called 46.420 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 082, Page 086, Deed Records, Franklin, County, Texas, all of that certain called 30.047 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 142, Page 256, Deed Records, Franklin County, Texas, and part of the tracts of land described in a Deed to James Caldwell et al, as recorded in Vol. 188, Page 042, Deed Records, Franklin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the North base of a 6 inch wood fence corner post at the Northern most Southwest corner of a called 345 acre tract, called First Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas;

THENCE North 89 Deg. 04 Min. 52 Sec. East, with the Northern most South line of said 345 acre tract, a distance of 2,588.40 feet to an 8 inch wood fence corner post found at an ell corner of said 345 acre tract, said point being in the West line of said Furr survey, and the East line of said Campbell survey;

THENCE South 00 Deg. 29 Min. 50 Sec. East, with the Southern most West line of said 345 acre tract, the East line of said Campbell survey, and the West line of said Furr survey, a distance of 435.95 feet to a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southern most Southwest corner of said 345 acre tract;

THENCE East, (Reference Bearing), with the Southern most South line of said 345 acre tract, and passing an ell corner of said Furr survey, and the Southwest corner of the Richard Overton Survey, Abstract No. 360, and continuing on and passing the Southern most Northeast corner of said Furr survey, and the Northwest corner of said Casey survey, and continuing on and passing the Southeast corner of said 345 acre tract, the Southwest corner of a called 23 acre tract, called Second Tract, conveyed to Jay Slaughter et al by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas, and continuing on and passing the Southeast corner of said 23 acre tract, and the Southwest corner of a called 237 acre tract, called Third Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page,

886, Official Public Records, Franklin County, Texas and continuing on and passing the Northeast corner of said Casey Survey, and the Northwest corner of said G. A. Miller survey, and continuing on for a total distance of 5,575.47 feet to a 1/2 inch iron rod found in County Road No. NE 2200 at the Northwest corner of a called 55.132 acre tract conveyed to Mike Slaughter, by Warranty Deed, as recorded in Vol. 228, Page 635, Deed Records, Franklin County, Texas, the Northeast corner of said G. A. Miller survey, and the Northwest corner of the B.B.B. & C.R.R. Survey, Abstract No. 071;

THENCE South 00 Deg. 25 Min. 19 Sec. West, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of said 55.132 acre tract, a distance of 1,377.36 feet to a 1/2 inch iron rod found at the Southwest corner of said 55.132 acre tract, and the Northwest corner of the remainder of a called 105 acre tract conveyed to David Case, by Warranty Deed, as recorded in Vol. 108, Page 666, Real Property Records, Franklin County, Texas;

THENCE South 00 Deg. 24 Min. 38 Sec. East, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of the remainder of said 105 acre tract, and passing at a distance of 902.27 feet, a 1/2 inch iron rod found at the Southwest corner of the remainder of said 105 acre tract, and the Northwest corner of a called 49.350 acre tract, called Tract Two, conveyed to Jeremy King, by Warranty Deed, as recorded in Vol. 234, Page 942, Deed Records, Franklin County, Texas, and continuing on for a total distance of 1,545.75 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of a called 46.420 acre tract conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County Texas;

THENCE South 89 Deg. 30 Min. 46 Sec. West, with the North line of said 46.420 acre tract, a distance of 1,375.14 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northwest corner of said 46.420 acre tract, said point being in the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald survey;

THENCE South 00 Deg. 12 Min. 58 Sec. East, with the West line said 46.420 acre tract, the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald Survey, and passing the Southwest corner of said 46.420 acre tract, and the Northern most Northwest corner of a called 450.5 acre tract, called Tract One, conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County, Texas, the Southern most Southwest corner of said G. A. Miller survey, and the Northwest corner of the Arthur Miller Survey, Abstract No. 351, and continuing on for a total distance of 2,424.36 feet to a 6 inch wood fence corner post found at an ell corner of said 450.5 acre tract, the Southeast corner of said McDonald survey, and the Northeast corner of the M.E.P. & P.R.R. Survey, Abstract No. 340;

THENCE South 89 Deg. 22 Min. 23 Sec. West, with the Southern most North line of said 450.5 acre tract, the South line of said McDonald survey, and the North line of said M.E.P. & P.R.R. survey, and passing at a distance of 1,527.86 feet, a 6 inch wood fence corner post found at the Southern most Northwest corner of said 450.5 acre tract, the Northwest corner of said M. E. P. & P.R.R. survey, the Eastern most Northeast corner of the T. Casey Survey, Abstract No. 546, and the Northeast corner of a called 185 1/4 acre tract conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on for a total distance of 2,045.28 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped

(DC & A INC) at an ell corner of said 185 1/4 acre tract, the Southwest corner of said McDonald survey, and the Eastern most Northwest corner of said Casey, (546), survey, said point being in the East line of the N. S. Poe Survey, Abstract No. 566;

THENCE North 00 Deg. 43 Min. 30 Sec. East, with the West line of said McDonald survey, the Northern most East line of Said 185 1/4 acre tract, and the East line of said Poe survey, a distance of 168.00 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of said Poe survey, the Northern most Northeast corner of said 185 1/4 acre tract, and the Southeast corner of said Berry survey;

THENCE South 89 Deg. 21 Min. 42 Sec. West, with the South line of said Berry survey, the North line of said Poe survey, and the Northern most North line of said 185 1/4 acre tract, and passing the Eastern most Northwest corner of said 185 1/4 acre tract, and the Northeast corner of a called 96 acre tract, called First Tract, conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on and passing the Northwest corner of said 96 acre tract, the Western most Northeast corner of said 185 1/4 acre tract, the Northwest corner of said Poe survey, and the Northeast corner of said Casey survey, (546), and continuing on for a total distance of 2,638.90 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Western most Northwest corner of said 185 1/4 acre tract, the Northwest corner of said Casey survey, (546), and the Southwest corner of said Berry survey, said point being in the East line of said Jones survey, from said point, a 6 inch wood fence corner post found, bears South 89 Deg. 21 Min. 42 Sec. West, a distance of 18.88 feet;

THENCE South 00 Deg. 43 Min. 30 Sec. West, with the West line of said Casey survey, (546), the East line of said Jones survey, and the Western most West line of said 185 1/4 acre tract, a distance of 194.38 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Eastern most Northeast corner of a called 411.912 acre tract conveyed to Charles Williams et ux, by Warranty Deed, as recorded in Vol. 071, Page 176, Real Property Records, Franklin County, Texas, from said point, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southeast corner of said 411.912 acre tract, bears South 00 Deg. 43 Min. 30 Sec. West, a distance of 4,019.12 feet;

THENCE South 89 Deg. 53 Min. 55 Sec. West, with the North line of said 411.912 acre tract, and passing at a distance of 2,836.92 feet, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER), and continuing on for a total distance of 2,876.86 feet to a point for corner in Campbell's Creek at an ell corner of said 411.912 acre tract;

THENCE with the meanderings of said Campbell's Creek, and the Northern most East line of said 411.912 acre tract, the following courses and distances, (there is no monument set at the end of each call):

THENCE North 04 Deg. 36 Min. 43 Sec. East, a distance of 77.46 feet;

THENCE North 37 Deg. 35 Min. 22 Sec. West, a distance of 30.77 feet;

THENCE North 31 Deg. 50 Min. 36 Sec. East, a distance of 103.58 feet;

THENCE North 84 Deg. 17 Min. 15 Sec. East, a distance of 27.50 feet;

THENCE North 47 Deg. 28 Min. 32 Sec. East, a distance of 59.80 feet;

THENCE North 10 Deg. 02 Min. 00 Sec. West, a distance of 35.33 feet;

THENCE North 57 Deg. 09 Min. 54 Sec. West, a distance of 43.78 feet;
 THENCE North 28 Deg. 20 Min. 18 Sec. West, a distance of 46.09 feet;
 THENCE North 22 Deg. 05 Min. 33 Sec. East, a distance of 31.72 feet;
 THENCE North 10 Deg. 38 Min. 43 Sec. West, a distance of 81.53 feet;
 THENCE North 61 Deg. 10 Min. 34 Sec. West, a distance of 36.22 feet;
 THENCE South 86 Deg. 32 Min. 10 Sec. West, a distance of 89.47 feet;
 THENCE North 66 Deg. 23 Min. 18 Sec. West, a distance of 31.12 feet;
 THENCE North 42 Deg. 16 Min. 28 Sec. West, a distance of 129.08 feet;
 THENCE North 25 Deg. 25 Min. 06 Sec. West, a distance of 27.07 feet;
 THENCE North 34 Deg. 49 Min. 32 Sec. East, a distance of 42.16 feet;
 THENCE North 86 Deg. 00 Min. 19 Sec. East, a distance of 146.24 feet;
 THENCE North 31 Deg. 45 Min. 47 Sec. East, a distance of 45.92 feet;
 THENCE North 00 Deg. 28 Min. 52 Sec. West, a distance of 43.74 feet;
 THENCE North 21 Deg. 29 Min. 38 Sec. West, a distance of 59.92 feet;
 THENCE North 07 Deg. 54 Min. 06 Sec. West, a distance of 57.23 feet;
 THENCE North 35 Deg. 46 Min. 21 Sec. West, a distance of 44.07 feet;
 THENCE South 75 Deg. 35 Min. 39 Sec. West, a distance of 63.10 feet;
 THENCE South 43 Deg. 46 Min. 09 Sec. West, a distance of 27.88 feet;
 THENCE South 20 Deg. 39 Min. 47 Sec. West, a distance of 60.37 feet;
 THENCE South 56 Deg. 39 Min. 30 Sec. West, a distance of 48.77 feet;
 THENCE North 54 Deg. 17 Min. 22 Sec. West, a distance of 36.61 feet;
 THENCE North 26 Deg. 01 Min. 12 Sec. West, a distance of 29.68 feet;
 THENCE North 15 Deg. 43 Min. 22 Sec. East, a distance of 91.51 feet;
 THENCE North 12 Deg. 03 Min. 58 Sec. East, a distance of 47.55 feet;
 THENCE North 33 Deg. 33 Min. 13 Sec. West, a distance of 27.16 feet;
 THENCE North 40 Deg. 15 Min. 42 Sec. West, a distance of 60.26 feet;
 THENCE North 15 Deg. 50 Min. 40 Sec. West, a distance of 48.29 feet;
 THENCE North 06 Deg. 50 Min. 53 Sec. West, a distance of 58.59 feet;
 THENCE North 43 Deg. 17 Min. 07 Sec. West, a distance of 107.12 feet;
 THENCE North 15 Deg. 12 Min. 44 Sec. West, a distance of 39.98 feet;

THENCE North 32 Deg. 52 Min. 09 Sec. East, a distance of 62.83 feet;
 THENCE North 01 Deg. 02 Min. 02 Sec. East, a distance of 11.88 feet;
 THENCE North 69 Deg. 26 Min. 34 Sec. West, a distance of 30.99 feet;
 THENCE South 44 Deg. 33 Min. 17 Sec. West, a distance of 139.51 feet;
 THENCE South 82 Deg. 00 Min. 14 Sec. West, a distance of 77.70 feet;
 THENCE North 44 Deg. 04 Min. 40 Sec. West, a distance of 100.29 feet;
 THENCE North 18 Deg. 15 Min. 15 Sec. West, a distance of 55.60 feet;
 THENCE North 63 Deg. 16 Min. 16 Sec. East, a distance of 84.19 feet;
 THENCE North 51 Deg. 57 Min. 46 Sec. East, a distance of 92.66 feet;
 THENCE South 52 Deg. 55 Min. 43 Sec. East, a distance of 34.72 feet;
 THENCE North 42 Deg. 07 Min. 43 Sec. East, a distance of 40.53 feet;
 THENCE North 21 Deg. 38 Min. 20 Sec. West, a distance of 81.85 feet;
 THENCE North 01 Deg. 31 Min. 33 Sec. West, a distance of 95.77 feet;
 THENCE North 61 Deg. 00 Min. 50 Sec. East, a distance of 171.20 feet;
 THENCE South 72 Deg. 13 Min. 48 Sec. East, a distance of 48.39 feet;
 THENCE South 37 Deg. 59 Min. 13 Sec. East, a distance of 31.83 feet;
 THENCE South 05 Deg. 02 Min. 01 Sec. West, a distance of 61.57 feet;
 THENCE South 00 Deg. 52 Min. 46 Sec. West, a distance of 71.28 feet;
 THENCE South 25 Deg. 05 Min. 51 Sec. East, a distance of 24.41 feet;
 THENCE South 84 Deg. 30 Min. 52 Sec. East, a distance of 63.54 feet;
 THENCE North 83 Deg. 11 Min. 19 Sec. East, a distance of 56.31 feet;
 THENCE North 07 Deg. 05 Min. 05 Sec. West, a distance of 100.28 feet;
 THENCE North 59 Deg. 34 Min. 06 Sec. West, a distance of 36.93 feet;
 THENCE North 46 Deg. 55 Min. 06 Sec. West, a distance of 33.73 feet;
 THENCE North 44 Deg. 00 Min. 27 Sec. East, a distance of 33.87 feet;
 THENCE South 61 Deg. 12 Min. 02 Sec. East, a distance of 77.84 feet;
 THENCE North 61 Deg. 50 Min. 44 Sec. East, a distance of 34.78 feet;
 THENCE North 31 Deg. 01 Min. 33 Sec. West, a distance of 35.63 feet;
 THENCE North 55 Deg. 38 Min. 37 Sec. West, a distance of 76.90 feet;
 THENCE North 11 Deg. 38 Min. 38 Sec. West, a distance of 103.95 feet;

THENCE North 18 Deg. 56 Min. 10 Sec. East, a distance of 33.74 feet;
 THENCE North 80 Deg. 47 Min. 33 Sec. East, a distance of 62.07 feet;
 THENCE South 65 Deg. 47 Min. 55 Sec. East, a distance of 48.82 feet;
 THENCE North 49 Deg. 01 Min. 28 Sec. East, a distance of 80.79 feet;
 THENCE North 57 Deg. 03 Min. 09 Sec. East, a distance of 72.92 feet;
 THENCE South 55 Deg. 05 Min. 56 Sec. East, a distance of 84.30 feet;
 THENCE North 74 Deg. 28 Min. 33 Sec. East, a distance of 76.08 feet;
 THENCE North 23 Deg. 14 Min. 58 Sec. West, a distance of 63.66 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 76.70 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 43.83 feet;
 THENCE North 13 Deg. 36 Min. 57 Sec. West, a distance of 65.33 feet;
 THENCE North 64 Deg. 58 Min. 17 Sec. East, a distance of 59.21 feet;
 THENCE South 23 Deg. 49 Min. 42 Sec. East, a distance of 37.29 feet;
 THENCE North 55 Deg. 43 Min. 50 Sec. East, a distance of 70.67 feet;
 THENCE North 05 Deg. 44 Min. 21 Sec. East, a distance of 44.34 feet;
 THENCE North 59 Deg. 40 Min. 25 Sec. East, a distance of 79.01 feet;
 THENCE North 01 Deg. 59 Min. 51 Sec. East, a distance of 107.83 feet;
 THENCE North 00 Deg. 36 Min. 28 Sec. West, a distance of 78.34 feet;
 THENCE North 14 Deg. 39 Min. 31 Sec. West, a distance of 60.57 feet;
 THENCE North 15 Deg. 52 Min. 43 Sec. West, a distance of 55.83 feet;
 THENCE North 19 Deg. 58 Min. 06 Sec. East, a distance of 41.84 feet;
 THENCE North 55 Deg. 43 Min. 49 Sec. East, a distance of 88.33 feet;
 THENCE North 19 Deg. 03 Min. 40 Sec. West, a distance of 46.45 feet;
 THENCE North 42 Deg. 54 Min. 57 Sec. West, a distance of 45.81 feet;
 THENCE North 55 Deg. 50 Min. 43 Sec. West, a distance of 47.86 feet;
 THENCE South 84 Deg. 54 Min. 06 Sec. West, a distance of 48.92 feet;
 THENCE North 35 Deg. 56 Min. 28 Sec. West, a distance of 216.39 feet;
 THENCE North 17 Deg. 25 Min. 54 Sec. East, a distance of 37.68 feet;
 THENCE North 44 Deg. 51 Min. 26 Sec. West, a distance of 84.53 feet;
 THENCE North 51 Deg. 19 Min. 13 Sec. West, a distance of 123.34 feet;

THENCE North 36 Deg. 35 Min. 35 Sec. East, a distance of 77.54 feet;
 THENCE North 20 Deg. 29 Min. 25 Sec. East, a distance of 83.23 feet;
 THENCE North 79 Deg. 15 Min. 38 Sec. East, a distance of 47.39 feet;
 THENCE South 42 Deg. 58 Min. 12 Sec. East, a distance of 46.32 feet;
 THENCE North 26 Deg. 38 Min. 33 Sec. East, a distance of 83.95 feet;
 THENCE North 68 Deg. 50 Min. 37 Sec. East, a distance of 113.74 feet;
 THENCE North 50 Deg. 23 Min. 23 Sec. East, a distance of 46.76 feet;
 THENCE North 07 Deg. 28 Min. 33 Sec. West, a distance of 112.81 feet;
 THENCE North 67 Deg. 35 Min. 23 Sec. East, a distance of 104.87 feet;
 THENCE North 04 Deg. 58 Min. 42 Sec. East, a distance of 59.42 feet;
 THENCE North 49 Deg. 24 Min. 27 Sec. West, a distance of 80.38 feet;

THENCE North 13 Deg. 09 Min. 01 Sec. West, a distance of 106.64 feet to a point for corner at the Northeast corner of a called 27.50 acre tract, called Third Tract, conveyed to Michael Stroud, by Warranty Deed, as recorded in Vol. 058, Page 161, Real Property Records, Franklin County, Texas, said point being in the South line of said Campbell survey, the North line of said Jones survey, and the South line of a called 160 acre tract conveyed to Brad Lowry et al, by Warranty Deed, as recorded in Vol. 058, page 165, Official Public Records, Franklin County, Texas, from said point, a 3 inch wood fence post, bears North 89 Deg. 23 Min. 32 Sec. East, a distance of 17.86 feet;

THENCE North 89 Deg. 23 Min. 32 Sec. East, with the South line of said 160 acre tract, the South line of said Campbell survey, and the North line of said Jones survey a distance of 487.13 feet to a 10 inch wood fence corner post found at the Southeast corner of said 160 acre tract;

THENCE North 00 Deg. 08 Min. 44 Sec. West, with the East line of said 160 acre tract, a distance of 2,201.49 feet to the point of beginning and containing 44,058,714 square feet, more or less, or 1,011.46 acres of land, more or less.

TRACT TWO:

All that certain tract of parcel of land situated in the Elesor Arnold Survey, A-5, the Jane Clifton survey, A-108, and the Hiram Jones survey, A-246, Franklin County, Texas; being all of that certain First Tract - 385 acres and all of that certain Second tract - 27 2/100 acres described in Deed to W. B. Meek, dated 1965, recorded in Vol. 86, Page 135, Deed Records of Franklin County, Texas; and being more particularly described as follows:

BEGINNING at a 5/8 inch iron pipe found on the Easternmost Northeast corner of a 93.070 acre tract described in the Deed to Bill Dozier and George Culpepper, recorded in Vol. 240, Page 874 of said Deed Records, on the Southeast corner of a 27.21 acre tract described in Deed to Andrew C. Johnson, recorded in Vol. 243, Page 560 of said Deed Records, on the West line of said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE in a Northerly direction generally along the West line of said 385 acre tract and said Jones Survey as follows; N 3 deg. 01 min. 09 sec. E - 404.88 feet, N 3 deg. 41 min. 56 sec. E - 229.39 feet, N 0 deg. 29 min. 04 sec. E - 561.21 feet, N 0 deg. 05 min. 23 sec. W - 493.79 feet, N 0 deg. 53 min. 30 sec. E - 974.51 feet, N 1 deg. 27 min. 06 sec. W - 591.10 feet, and N 0 deg. 25 min. 33 sec. E - 719.82 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northwest corner of said 385 acre tract, on the East line of the Second Tract - 40 acres described in Deed to Michael B. Stroud, M.D., P.A. Employees Profit Sharing Plan, recorded in Vol. 58, Page 161, Real Property Records of said County, and on the Southwest corner of a 27.5 acre tract described in Deed to W. R. Ward, Jr. and John B. Jones, recorded in Vol. 243, Page 362 of said Deed Records;

THENCE S 89 deg. 04 min. 32 sec. E along the Northernmost North line of said 385 acre tract and the South line of said 27.5 acre tract, at 965.37 feet passing a capped 1/2 inch iron rod marked "Swanner" set on said North line, at a total distance of 997.99 feet to the Northernmost Northeast corner of said 385 acre tract, being on the West line of a tract described in Deed to James O. Caldwell and Caroline Caldwell-Sibley, recorded in Vol. 188, Page 42 of said Deed Records, and being on the centerline of Campbells Creek;

THENCE in a Southerly direction along the centerline of said Creek as follows: S 49 deg. 45 min. 05 sec. W - 80.79 feet, N 65 deg. 04 min. 18 sec. W - 48.82 feet, S 81 deg. 31 min. 10 sec. W - 62.07 feet, S 19 deg. 39 min. 47 sec. W - 33.74 feet, S 10 deg. 55 min. 01 sec. E - 103.95 feet, S 54 deg. 55 min. 00 sec. E - 76.90 feet, S 30 deg. 17 min. 56 sec. E - 35.63 feet, S 62 deg. 34 min. 21 sec. W - 34.78 feet, N 60 deg. 28 min. 25 sec. W - 77.84 feet, S 44 deg. 44 min. 04 sec. W - 33.87 feet, S 46 deg. 11 min. 29 sec. E - 33.73 feet, S 58 deg. 50 min. 29 sec. E - 36.93 feet, S 6 deg. 21 min. 28 sec. E - 100.28 feet, S 83 deg. 54 min. 56 sec. W - 56.31 feet, N 83 deg. 47 min. 15 sec. W 63.54 feet, N 24 deg. 22 min. 14 sec. W - 24.41 feet, N 1 deg. 36 min. 23 sec. E 71.28 feet, N 5 deg. 45 min. 38 sec. E - 61.57 feet, N 37 deg. 15 min. 36 sec. W - 31.83 feet, N 71 deg. 30 min. 11 sec. W - 48.39 feet, S 61 deg. 44 min. 27 sec. W - 171.20 feet, S 0 deg. 47 min. 56 sec. E 95.77 feet, S 20 deg. 54 min. 43 sec. E - 81.85 feet, S 42 deg. 51 min. 20 sec. W - 40.53 feet, N 52 deg. 12 min. 06 sec. W - 34.72 feet, S 52 deg. 41 min. 23 sec. W - 92.66 feet, S 63 deg. 59 min. 53 sec. W - 84.19 feet, S 17 deg. 31 min. 38 sec. E - 55.60 feet, S 43 deg. 21 min. 03 sec. E - 100.29 feet, N 82 deg. 43 min. 51 sec. E - 77.70 feet, N 45 deg. 16 min. 54 sec. E - 139.51 feet, S 68 deg. 42 min. 57 sec. E - 30.99 feet, S 1 deg. 45 min. 39 sec. W - 11.88 feet, S 33 deg. 35 min. 46 sec. W - 62.83 feet, S 14 deg. 29 min. 07 sec. E - 39.98 feet, S 42 deg. 33 min. 30 sec. E - 107.12 feet, S 6 deg. 07 min. 16 sec. E - 58.59 feet, S 16 deg. 34 min. 17 sec. W - 48.29 feet, S 39 deg. 32 min. 05 sec. E - 60.26 feet, S 32 deg. 49 min. 36 sec. E - 27.16 feet, S 12 deg. 47 min. 35 sec. W - 47.55 feet, S 16 deg. 26 min. 59 sec. W - 91.51 feet, S 25 deg. 17 min. 35 sec. E - 29.68 feet, S 53 deg. 33 min. 45 sec. E - 36.61 feet, N 57 deg. 23 min. 07 sec. E - 48.77 feet, N 21 deg. 23 min. 24 sec. E - 60.37 feet, N 44 deg. 29 min. 46 sec. E - 27.88 feet, N 76 deg. 19 min. 16 sec. E - 63.10 feet, S 35 deg. 02 min. 44 sec. E - 44.07 feet, S 7 deg. 10 min. 29 sec. E - 57.23 feet, S 20 deg. 46 min 01 sec. E - 59.92 feet, S 0 deg, 14 min. 45 sec. W - 43.74 feet, S 32 deg. 29 min. 24 sec. W - 45.92 feet, S 86 deg. 43 min. 56 sec. W 146.24 feet, S 35 deg. 33 min. 09 sec. W - 42.16 feet, S 24 deg. 41 min. 29 sec. E - 27.07 feet, S 41 deg. 32 min. 51 sec. E - 129.08 feet, S 65 deg. 39 min. 41 sec. E - 31.12 feet, N 87 deg. 15 min. 47 sec. E - 89.47 feet, S 60 deg. 26 min. 57 sec. E - 36.22 feet, S 9 deg. 55 min. 06 sec. E - 81.53 feet, S 22 deg. 49 min. 10 sec. W - 31.72 feet, S 27 deg. 36 min. 41 sec. E - 46.09 feet, S 56 deg. 26 min. 17 sec. E - 43.78 feet, S 9 deg. 18 min. 23 sec. E - 35.33 feet, S 48 deg. 12 min. 09 sec. W - 59.80 feet, S 85 deg. 00 min. 52 sec. W - 27.50 feet, S 32

deg. 34 min. 13 sec. W 103.58 feet, S 36 deg. 51 min. 45 sec. E 30.77 feet and S 5 deg. 20 min. 20 sec. W – 77.46 feet to an Ell corner of said 385 acre tract, and being the Southwest corner of said Caldwell and Sibley tract;

THENCE S 89 deg. 22 min. 28 sec. E along the fenced Southernmost North line of said 385 acre tract and the South line of said Caldwell and Sibley tract, at 39.94 feet passing a capped 1/2 inch iron rod marked "Swanner" set on last said North line, at a total distance of 2876.86 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southernmost Northeast corner of said 385 acre tract, on the West line of the Third Tract – 185 1/4 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the East line of said Jones Survey, and on the West line of the Thomas Casey Survey, A-546;

THENCE S 1 deg. 27 min. 08 sec. W along the fenced East line of said 385 acre tract, the West line of said 185 1/4 acre tract, the East line of said Jones Survey, and the West line of said Casey Survey – 4030.88 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southeast corner of said 385 acre tract, on the Northeast corner of the First Parcel, Tract 1-80 acres described in Deed to Robert Campbell, recorded in Vol. 205, Page 32 of said Deed Records, on the West line of the Fifth Tract – 160 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the Southeast corner of said Jones Survey, on the West line of the Eliza Walker Survey, A-545, and on the Northeast corner of the Sylvester Lockwood Survey, A-287;

THENCE S 89 deg. 22 min. 28 sec. W along the fenced South line of said 385 acre tract, the North line of said 80 acre tract, the South line of said Jones Survey, and the North line of said Lockwood Survey – 3768.62 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southwest corner of said 385 acre tract, on the Northwest corner of said 80 acre tract, on the Southwest corner of said Jones Survey, and on the Northwest corner of said Lockwood Survey;

THENCE in a Northerly direction generally along the fenced West line of said 385 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey: N 0 deg. 14 min. 16 sec. W – 955.66 feet and N 0 deg. 43 min. 00 sec. E – 183.55 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southeast corner of said 27 2/100 acre tract, and on the Northeast corner of a 12.69 acre tract described in Deed to David Weatherbie, recorded in Vol. 253, Page 803 of said Deed Records;

THENCE N 89 deg. 41 min. 22 sec. W along the South line of said 27 2/100 acre tract, the North line of said 12.69 acre tract, at 2973.36 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of County Road No. NE 2100, and at a total distance of 2993.36 feet to a nail set on the Southwest corner of said 27 2/100 acre tract, on the Northwest corner of said 12.69 acre tract, on an East line of said 93.070 acre tract, and being on the centerline of said County Road;

THENCE N 0 deg. 17 min. 44 sec. E along said centerline – 394.19 feet to a nail set on the Northwest corner of said 27 2/100 acre tract and on an Ell corner of said 93.070 acre tract;

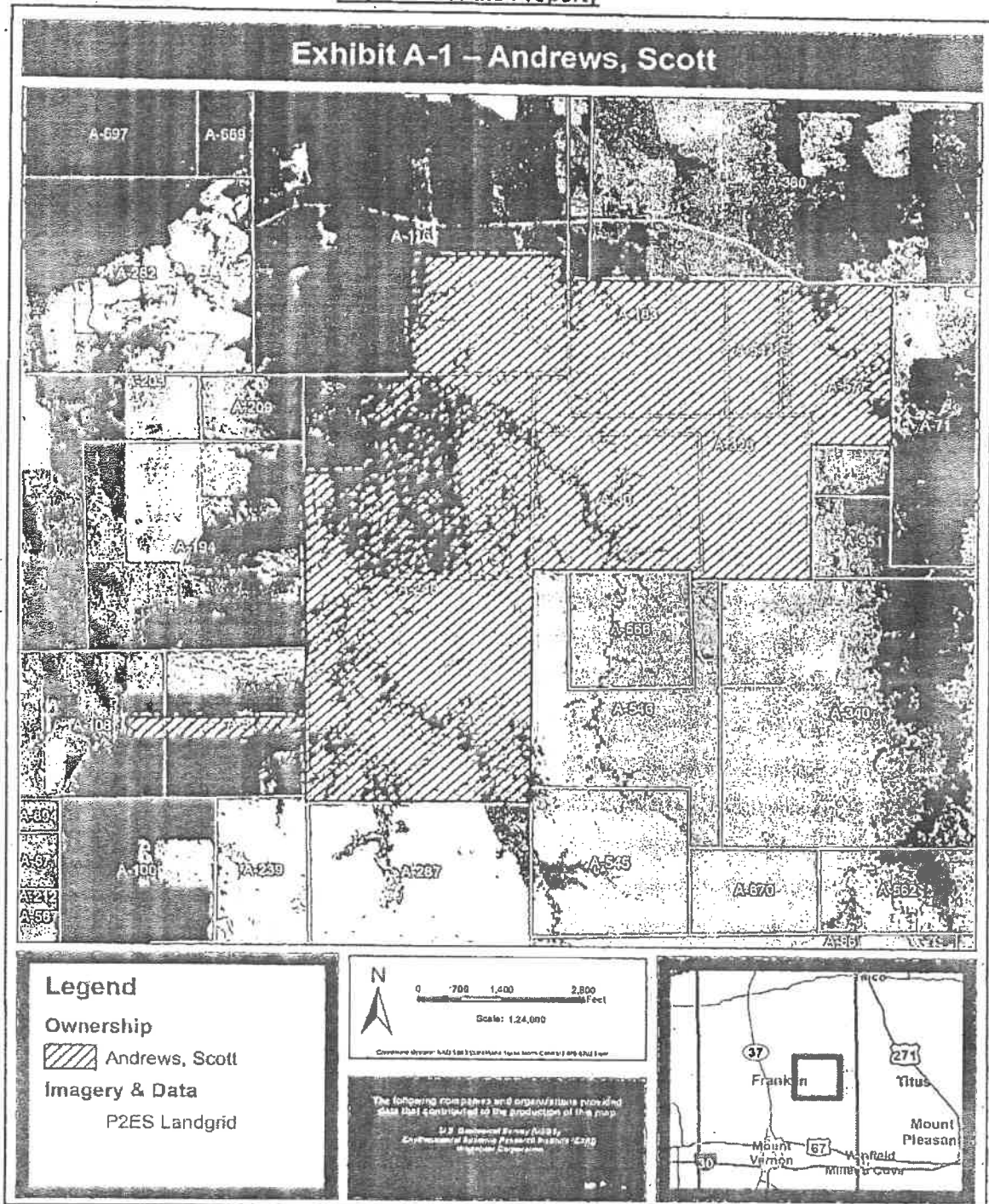
THENCE S 89 deg. 41 min. 22 sec. E along the fenced North line of said 27 2/100 acre tract and the Northernmost South line of said 93.070 acre tract, 20.00 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of said County Road, and at a total distance of 2996.26 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northeast corner of said 27 2/100 acre tract, on the Northernmost Southeast corner of said 93.070 acre tract, on the West line of

said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE N 0 deg. 42 min. 59 sec. E along the West line of said 385 acre tract, the Easternmost East line of said 93.070 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey – 393.82 feet to the place of beginning containing 411.912 acres, more or less.

EXHIBIT "A-1"

Depiction of the Property



AFTER RECORDING, RETURN TO:
Saddle House Solar Project, LLC
16105 West 113th Street, Suite 105
Lenexa, Kansas 66219



(Space above reserved for Recorder of Deeds certification)

1. Title of Document: Memorandum of Option
2. Date of Document: August 5, 2021
3. Grantor(s): Joe D. Agee (a/k/a Dan Agee) and Lorri Agee,
husband and wife
4. Grantee(s): Stockyard Solar Project, LLC, a Delaware limited liability company
5. Statutory Mailing Address(s):

Lessee's Address: 16105 West 113th Street, Suite 105
Lenexa, Kansas 66219
6. Legal Description: See Attached Exhibit A
7. Reference Book and Page(s): N/A

Bess Site
Agee to Enell
Near Brown

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.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Franklin §

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("**Memorandum**") dated for reference purposes September 1, 2021, is by and between Joe D. Agee (a/k/a Dan Agee) and Lorri Agee, husband and wife, whose address is 1643 CR NE 2010, Mount Vernon, Texas 75457 ("**Grantor**") and Stockyard Solar Project, LLC, a Delaware limited liability company, its successors and assigns, whose address is 16105 West 113th Street, Suite 105, Lenexa, Kansas 66219 ("**Grantee**").

Grantor is the owner of that certain real property located in Franklin County, State of Texas more particularly described in the attached Exhibit "A" attached hereto and as generally depicted on the map attached hereto as Exhibit "A-1" (the "**Property**").

Pursuant to that certain Real Estate Option Agreement dated September 1, 2021 (the "**Agreement**"), Grantee holds an option to purchase all of the Property on the terms therein stated (the "**Option**"). The term of the Option commenced on September 1, 2021 and shall expire September 1, 2024.

Grantor and Grantee have executed and recorded this Memorandum to provide record notice of the existence of the Option. This Memorandum of Option may be executed in counterparts.

[Signature Pages Follow]

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

GRANTEE

STOCKYARD SOLAR PROJECT, LLC,
a Delaware limited liability company

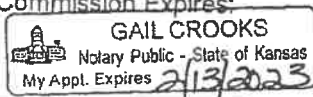
By: 
Brian Doherty
Authorized Representative

STATE OF Kansas)
COUNTY OF Johnson) ss.


Be it remembered that on this 5th day of August, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Stockyard Solar Project, LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:



[SEAL]


Notary Public in and for said County and State

Print Name: Gail Crooks

GRANTOR

Joe D. Agee
Joe D. Agee

Lorri Agee
Lorri Agee

STATE OF Texas)
COUNTY OF Titus)

BE IT REMEMBERED, that on this 4 day of Aug, 2021, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Joe D. Agee (a/k/a Dan Agee) and Lorri Agee, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein stated.

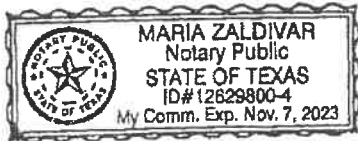
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year LAST above written.

My Commission Expires:

Nov. 7, 2023
[SEAL]

[Signature]
Notary Public in and for said County and State

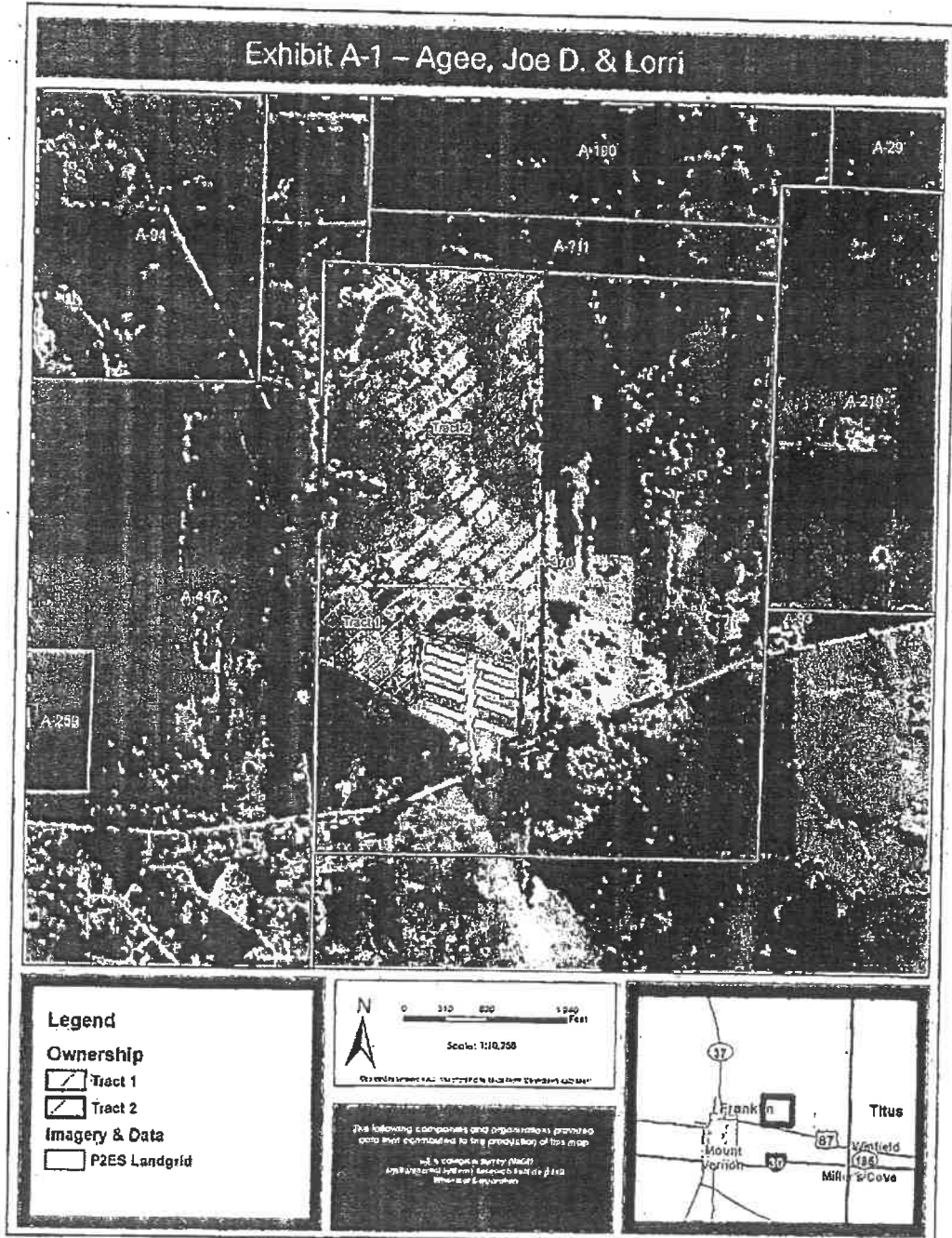
Print Name: Maria Zaldivar



AFTER RECORDING, RETURN TO:
Stockyard Solar Project, LLC
16105 West 113th Street, Suite 105
Lenexa, Kansas 66219

EXHIBIT A-1

MAP GENERALLY DEPICTING THE PROPERTY



ENERGY-RESOURCE

Madison commissioner: \$1 billion Gates solar farm to provide "new adventure in agriculture"



Mark Williams

The Columbus Dispatch

Published 8:18 a.m. ET May 16, 2023 | Updated 11:37 a.m. ET May 16, 2023

The company behind what would be one of the biggest solar farms in the country is making its case this week for why the project should be approved by Ohio regulators, and gained support from one key local official.

Renewable energy company Savion is arguing before two administrative law judges of the Ohio Power Siting Board, the state agency that must sign off on new sources of electricity, on the need for the Oak Run Solar Project that would be built primarily on thousands of acres of land owned by Bill Gates in Madison County.

More: Plain City a boomtown? Village sees housing explosion and a distillery, but growing pains

The judges are expected to hear testimony through Thursday. It's the last big step before the Siting Board rules, likely this summer or fall. Savion has said, if approved, construction could start before the end of the year. The Siting Board staff has recommended that the project be approved. The Siting Board is not bound by that recommendation.

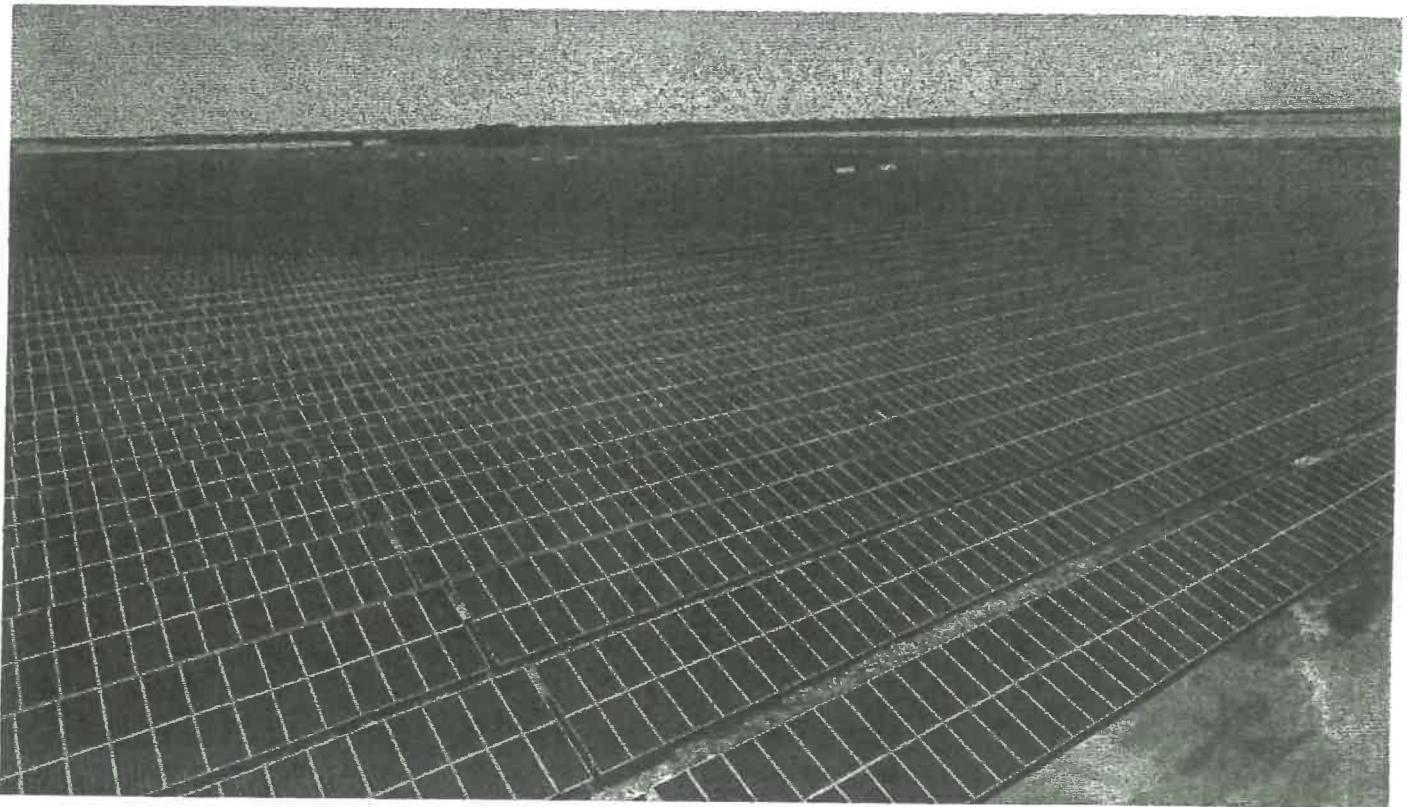
"Oak Run Solar project has conducted rigorous due diligence with both community leaders and local environmental stewards in Madison County," Sean Flannery, senior director of permitting and environmental for Savion, said in testimony filed with the board. "Over the past two years, we have continuously consulted with hundreds of county officials, local stakeholders and the broader community to ensure Oak run will be a project that benefits everyone."

The project has won wide support and has stiff opposition as well, including the three townships in Madison County where the project would be built, Monroe, Somerford and

How to Organize a Resistance to Solar or Wind Developments

V-2-Q
P-2-2

- HOME (.././INDEX.PHP) > NEWS (.././NEWS)
- > NEWS (.././INFUSIONS/NEWS/NEWS.PHP?CAT_ID=10)
- > NEIGHBORS (.././INFUSIONS/NEWS/NEWS.PHP?CAT_ID=16)
- > HOW TO ORGANIZE A RESISTANCE TO SOLAR OR WIND DEVELOPMENTS



(.././infusions/news/images/large16x9_nexterasolar1.jpg)

If You Live in a Rural Area That is Within Two Miles of an Electric Substation or High Tension Wires, You Need to Read This.

For at least the next 4 years, EVERY STATE in the USA is going to loose TENS OF THOUSANDS of ACRES that is currently productive farm land. This land will be destroyed and dug up, then filled with wires, rock, concrete, harmful chemicals and damaged to the point that the current owners and their children may NEVER be able to use or even sell their own land.

The culprits behind this destruction are out of state or foreign Solar and Wind Farm Developers that want to line their pockets with gold, while destroying your home, community, and the farms that produce the food and grain the entire world depends on.

Through the actions of a select few developers across the world, EVERYONE'S electric bills is going to rise substantially, as will the cost of Gas, Food and many other products your life depends on.

If you want to learn more about how this Solar and Wind Farm invasion will effect your life, please go to one of our websites at:

- i. **StopSolarFarms.com** (This is a news website dedicated just to Solar Developments)
- ii. **NoSolarWind.com** (Note: This is a NEWS website that we just starting building.)
- iii. **NoSolarWind.org** (This is a site where users can log in using a nickname and post news or comments, photos and videos about local developments, without using their real name.) *There is Also a legal forms/documents forum*

For the latest news, check out our Facebook GROUPS at:

1. Stop Solar Farms
2. Spencer County Indiana Residents Against Solar and Wind Farms
3. Indiana Residents Against Solar and Wind Farms

If you already know how bad commercial grade solar or wind farms are and want to fight to protect your community, please consider organizing a local group to help fight this invasion.

If you want to UNITE local citizens and neighbors in order to protect your community from the invasion of Industrial size Solar and Wind Farms, please consider checking out the following suggestions.

As the founder of multiple organizations, I am planning on traveling the eastern part of the U.S.A. this year in order to assist in the building of new "chapters" for one of the organizations that I built over 10 years ago.

As I ponder over the techniques I will be teaching to others, the thought occurred to me that I might be able to utilize "some" of the same concepts to build local chapters of citizens dedicated to fighting against the growth and takeover of our farmland and neighborhoods by the solar and wind developers.

Therefore, if you are part of a local group that is trying to stand against solar or wind developments, and would like to get organized in order to unite with other "chapters" so that you can share vital techniques, information, manpower and even emotional support, please contact me.

This is not about paying dues or supporting some members of a board room because this entire organization is run by non-paid volunteers.

We are working on building an army of volunteers willing to help their neighbors next door, in the next county or even in another state.

We also want to join together in exposing the lies, corruption and dishonest methods developers use by sharing documented and proven facts, not just to one community but to the entire world.

We are intent on building an International Platform, that will not just stop one development in a single community, but destroy the entire solar and wind scam that is creating higher energy prices, spreading toxic chemicals across the planet and could force many citizens across the world, to live without electricity during the hottest and/or coldest days of the year.

So, be creative and proactive NOW. Unite and become stronger and more powerful then one person standing alone against a tank. Join us in this fight before it is to late to stop the destruction of our planet, our homes and our lives.

Meetings should be on a monthly basis MINIMUM

At least one member from each chapter should attend meetings with other chapters, in order to stay in step with neighboring communities, IF another chapter is within a reasonable driving distance.

Each chapter should have a :





1. **President** that can organize, guide and motivate others. Business experience is an asset.
2. **VP** to help the President be delegating responsibilities to others.
3. **Secretary** to keep meeting notes, records and other important documents.
4. **Treasure** (only if you want to raise money to hire an attorney, or buy yard signs, shirts, etc.)
5. **PR Rep** to place newspaper ads, information on the internet, design posters, etc.
6. **State Rep** that can keep up with changes in state laws,
7. **Investigator** that can locate and research vital breaking news on the Internet.

During Chapter Meetings:

- I. Members and guests should discuss new information that has recently become available.
- II. News about any local developments or rumors of farmers being contacted for land leases, should be disclosed.
- III. Any new legal news about your area and state should be announced. Legal news from other counties or states should be looked at for ideas to protect your community.
- IV. Images of any local solar or wind construction and developments as well as updates on your communities progress should be uploaded to our website for others to learn from.

While we do not force anyone or any group to utilize our services, all of the information we have available on our websites is 100% free and always will be. We do not charge you to use our information or print it out. We do not run ads on our websites and we do not even ask for donations. We are run entirely by non paid volunteers and are doing this because we are all faced with the same evil developers as you are and we want to work together with other fighters, so that we can create an army of Proud Americans to stand up against the billionaires, corporations, and elected officials that have sold us out.

 (<https://www.facebook.com/sharer.php?u=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://twitter.com/intent/tweet?url=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://www.reddit.com/submit?url=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://vk.com/share.php?url=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://api.whatsapp.com/send?text=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://telegram.me/share?url=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)
  (<https://www.linkedin.com/shareArticle?mini=true&url=https://nosolarwind.com/news/7/How-to-Organize-a-Resistance-to-Solar-or-Wind-Developments>)

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[Solar \(../infusions/news/news.php?cat_id=20\)](#)

[Wind \(../infusions/news/news.php?cat_id=21\)](#)

[Uncategorized \(../news/category/uncategorized\)](#)

Popular News

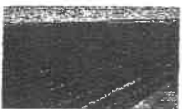


[\(../infusions/news/news.php?readmore=5\)](#)

Lead in Perovskite Solar Cells ([../infusions/news/news.php?readmore=5](#))

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[\(../infusions/news/news.php?readmore=7\)](#)

How to Organize a Resistance to Solar or Wind Developments

([../infusions/news/news.php?readmore=7](#))

April 01 2021 | [Neighbors \(../infusions/news/news.php?cat_id=16\)](#)

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(../infusions/news/news.php?readmore=13)

They Admit Renewables Are Terrible For The Environment

(../infusions/news/news.php?readmore=13)

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👁 1034



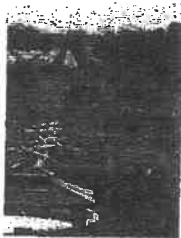
(../infusions/news/news.php?readmore=4)

How Solar Farm Developers Keep Neighbors From Complaining

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April 01 2021 | Legal (../infusions/news/news.php?cat_id=17)

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(../infusions/news/news.php?readmore=3)

Why having a solar farm next door is such an emotional event

(../infusions/news/news.php?readmore=3)

March 25 2021 | Neighbors (../infusions/news/news.php?cat_id=16)

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(../infusions/news/news.php?readmore=2)

Internet and News Hiding Solar Fire Information.

(../infusions/news/news.php?readmore=2)

March 25 2021 | Fires (../infusions/news/news.php?cat_id=1)

👁 322



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(Space above reserved for Recorder of Deeds certification)

1. **Title of Document:** Memorandum of Option
2. **Date of Document:** June 27, 2022
3. **Grantor:** Scott Andrews, a married man, as his sole and separate property
4. **Grantee:** Saddle House Solar Project, LLC, a Delaware limited liability company
5. **Statutory Mailing Address(s):**

Lessee's Address: 16106 West 113th Street
Suite 105
Lenexa, Kansas 66219
6. **Legal Description:** See Attached Exhibit A
7. **Reference Book and Page(s):** N/A

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.

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") dated for reference purposes July 1, 2022, is by and between Scott Andrews, a married person, as his sole and separate property, whose address is 610 Blackjack, Winnsboro, Texas 75494 ("Grantor") and Saddle House Solar Project, LLC, a Delaware limited liability company, its successors and assigns, whose address is 16105 West 113th Street, Suite 105, Lenexa, Kansas 66219 ("Grantee").

Grantor is the owner of that certain real property located in Franklin County, State of Texas more particularly described in the attached Exhibit A attached hereto and as generally depicted on the map attached hereto as Exhibit A-1 (the "Property").

Pursuant to that certain Real Estate Option Agreement dated July 1, 2022 (the "Agreement"), Grantee holds an option to purchase all of the Property on the terms therein stated (the "Option"). The term of the Option commenced on July 1, 2022 and shall expire July 1, 2025.

Grantor and Grantee have executed and recorded this Memorandum to provide record notice of the existence of the Option. This Memorandum of Option may be executed in counterparts.

[Signature Pages Follow]

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

GRANTEE

SADDLE HOUSE SOLAR PROJECT, LLC,
a Delaware limited liability company

By: [Signature]
Printed Name: Brian Doherty
Title: Authorized Representative

STATE OF Kansas)
COUNTY OF Johnson) ss.

Be it remembered that on this 27th day of June, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brian Doherty, to me personally known, who being by me duly sworn did say that he is the Authorized Representative of Saddle House Solar Project, LLC, a Delaware limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:
2/13/2023
[SEAL]

[Signature]
Notary Public in and for said County and State
Print Name: Gail Crooks



GRANTOR

[Signature]
Scott Andrews

Joinder of Spouse

Kelly Andrews, the spouse of Scott Andrews, joins herein for the purpose of releasing dower, homestead, and all other marital rights, all of which are waived with respect to this Lease.

[Signature]
Kelly Andrews

STATE OF Texas)
COUNTY OF Wood)

BE IT REMEMBERED, that on this 24th day of June, 2022, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Scott Andrews and Kelly Andrews, husband and wife, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year LAST above written.

My Commission Expires:

[Signature]
Notary Public in and for said County and State

Print Name: Ginger Slaughter

[SEAL]

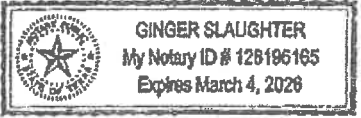


EXHIBIT A**Property**

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

TRACT ONE:

Being a lot, tract, or parcel of land situation in the Hiram Jones Survey, Abstract No. 246, the William Campbell Survey, Abstract No. 116, the Jephtha Furr Survey, Abstract No. 183, the R. W. Berry Survey, Abstract No. 031, the Thomas Casey Survey, Abstract No. 547, the G. A. Miller Survey, Abstract No. 577, and the A. J. McDonald Survey, Abstract No. 328, Franklin County, Texas, and being all of that certain called 413 acre tract, called First Tract, conveyed to T. B. Caldwell Jr. , by Warranty Deed, as recorded in Vol. 058, Page 346, Deed Records, Franklin County, Texas, all of that certain called 50 acre tract, called First Tract, a 3.40 acre tract, called Third Tract, and the remainder of 53.25 acre tract, called Second Tract, conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 068, Page 257, Deed Records, Franklin County, Texas, all of that certain called 46.420 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 082, Page 086, Deed Records, Franklin County, Texas, all of that certain called 30.047 acre tract conveyed to P. C. Caldwell, by Warranty Deed, as recorded in Vol. 142, Page 256, Deed Records, Franklin County, Texas, and part of the tracts of land described in a Deed to James Caldwell et al, as recorded in Vol. 188, Page 042, Deed Records, Franklin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the North base of a 6 inch wood fence corner post at the Northern most Southwest corner of a called 345 acre tract, called First Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas;

THENCE North 89 Deg. 04 Min. 52 Sec. East, with the Northern most South line of said 345 acre tract, a distance of 2,588.40 feet to an 8 inch wood fence corner post found at an ell corner of said 345 acre tract, said point being in the West line of said Furr survey, and the East line of said Campbell survey;

THENCE South 00 Deg. 29 Min. 50 Sec. East, with the Southern most West line of said 345 acre tract, the East line of said Campbell survey, and the West line of said Furr survey, a distance of 435.95 feet to a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southern most Southwest corner of said 345 acre tract;

THENCE East, (Reference Bearing), with the Southern most South line of said 345 acre tract, and passing an ell corner of said Furr survey, and the Southwest corner of the Richard Overton Survey, Abstract No. 360, and continuing on and passing the Southern most Northeast corner of said Furr survey, and the Northwest corner of said Casey survey, and continuing on and passing the Southeast corner of said 345 acre tract, the Southwest corner of a called 23 acre tract, called Second Tract, conveyed to Jay Slaughter et al by Warranty Deed, as recorded in Vol. 161, Page 886, Official Public Records, Franklin County, Texas, and continuing on and passing the Southeast corner of said 23 acre tract, and the Southwest corner of a called 237 acre tract, called Third Tract, conveyed to Jay Slaughter et al, by Warranty Deed, as recorded in Vol. 161, Page,

886, Official Public Records, Franklin County, Texas and continuing on and passing the Northeast corner of said Casey Survey, and the Northwest corner of said G. A. Miller survey, and continuing on for a total distance of 5,575.47 feet to a 1/2 inch iron rod found in County Road No. NE 2200 at the Northwest corner of a called 55.132 acre tract conveyed to Mike Slaughter, by Warranty Deed, as recorded in Vol. 228, Page 635, Deed Records, Franklin County, Texas, the Northeast corner of said G. A. Miller survey, and the Northwest corner of the B.B.B. & C.R.R. Survey, Abstract No. 071;

THENCE South 00 Deg. 25 Min. 19 Sec. West, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of said 55.132 acre tract, a distance of 1,377.36 feet to a 1/2 inch iron rod found at the Southwest corner of said 55.132 acre tract, and the Northwest corner of the remainder of a called 105 acre tract conveyed to David Case, by Warranty Deed, as recorded in Vol. 108, Page 666, Real Property Records, Franklin County, Texas;

THENCE South 00 Deg. 24 Min. 38 Sec. East, with the East line of said G. A. Miller survey, the West line of said B.B.B. & C.R.R. survey, and the West line of the remainder of said 105 acre tract, and passing at a distance of 902.27 feet, a 1/2 inch iron rod found at the Southwest corner of the remainder of said 105 acre tract, and the Northwest corner of a called 49.350 acre tract, called Tract Two, conveyed to Jeremy King, by Warranty Deed, as recorded in Vol. 234, Page 942, Deed Records, Franklin County, Texas, and continuing on for a total distance of 1,545.75 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of a called 46.420 acre tract conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County Texas;

THENCE South 89 Deg. 30 Min. 46 Sec. West, with the North line of said 46.420 acre tract, a distance of 1,375.14 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northwest corner of said 46.420 acre tract, said point being in the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald survey;

THENCE South 00 Deg. 12 Min. 58 Sec. East, with the West line said 46.420 acre tract, the Southern most West line of said G. A. Miller survey, and the Eastern most East line of said McDonald Survey, and passing the Southwest corner of said 46.420 acre tract, and the Northern most Northwest corner of a called 450.5 acre tract, called Tract One, conveyed to Johnny Hicks et al, by Warranty Deed, as recorded in Vol. 034, Page 055, Real Property Records, Franklin County, Texas, the Southern most Southwest corner of said G. A. Miller survey, and the Northwest corner of the Arthur Miller Survey, Abstract No. 351, and continuing on for a total distance of 2,424.36 feet to a 6 inch wood fence corner post found at an ell corner of said 450.5 acre tract, the Southeast corner of said McDonald survey, and the Northeast corner of the M.E.P. & P.R.R. Survey, Abstract No. 340;

THENCE South 89 Deg. 22 Min. 23 Sec. West, with the Southern most North line of said 450.5 acre tract, the South line of said McDonald survey, and the North line of said M.E.P. & P.R.R. survey, and passing at a distance of 1,527.86 feet, a 6 inch wood fence corner post found at the Southern most Northwest corner of said 450.5 acre tract, the Northwest corner of said M. E. P. & P.R.R. survey, the Eastern most Northeast corner of the T. Casey Survey, Abstract No. 546, and the Northeast corner of a called 185 1/4 acre tract conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on for a total distance of 2,045.28 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped

(DC & A INC) at an ell corner of said 185 1/4 acre tract, the Southwest corner of said McDonald survey, and the Eastern most Northwest corner of said Casey, (546), survey, said point being in the East line of the N. S. Poe Survey, Abstract No. 566;

THENCE North 00 Deg. 43 Min. 30 Sec. East, with the West line of said McDonald survey, the Northern most East line of Said 185 1/4 acre tract, and the East line of said Poe survey, a distance of 168.00 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Northeast corner of said Poe survey, the Northern most Northeast corner of said 185 1/4 acre tract, and the Southeast corner of said Berry survey;

THENCE South 89 Deg. 21 Min. 42 Sec. West, with the South line of said Berry survey, the North line of said Poe survey, and the Northern most North line of said 185 1/4 acre tract, and passing the Eastern most Northwest corner of said 185 1/4 acre tract, and the Northeast corner of a called 96 acre tract, called First Tract, conveyed to Charles Hughes, by Warranty Deed, as recorded in Vol. 074, Page 347, Deed Records, Franklin County, Texas, and continuing on and passing the Northwest corner of said 96 acre tract, the Western most Northeast corner of said 185 1/4 acre tract, the Northwest corner of said Poe survey, and the Northeast corner of said Casey survey, (546), and continuing on for a total distance of 2,638.90 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Western most Northwest corner of said 185 1/4 acre tract, the Northwest corner of said Casey survey, (546), and the Southwest corner of said Berry survey, said point being in the East line of said Jones survey, from said point, a 6 inch wood fence corner post found, bears South 89 Deg. 21 Min. 42 Sec. West, a distance of 18.88 feet;

THENCE South 00 Deg. 43 Min. 30 Sec. West, with the West line of said Casey survey, (546), the East line of said Jones survey, and the Western most West line of said 185 1/4 acre tract, a distance of 194.38 feet to a 1/2 inch iron rod set with a yellow plastic cap stamped (DC & A INC) at the Eastern most Northeast corner of a called 411.912 acre tract conveyed to Charles Williams et ux, by Warranty Deed, as recorded in Vol. 071, Page 176, Real Property Records, Franklin County, Texas, from said point, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER) at the Southeast corner of said 411.912 acre tract, bears South 00 Deg. 43 Min. 30 Sec. West, a distance of 4,019.12 feet;

THENCE South 89 Deg. 53 Min. 55 Sec. West, with the North line of said 411.912 acre tract, and passing at a distance of 2,836.92 feet, a 1/2 inch iron rod found with a yellow plastic cap stamped (SWANNER), and continuing on for a total distance of 2,876.86 feet to a point for corner in Campbell's Creek at an ell corner of said 411.912 acre tract;

THENCE with the meanderings of said Campbell's Creek, and the Northern most East line of said 411.912 acre tract, the following courses and distances, (there is no monument set at the end of each call):

THENCE North 04 Deg. 36 Min. 43 Sec. East, a distance of 77.46 feet;

THENCE North 37 Deg. 35 Min. 22 Sec. West, a distance of 30.77 feet;

THENCE North 31 Deg. 50 Min. 36 Sec. East, a distance of 103.58 feet;

THENCE North 84 Deg. 17 Min. 15 Sec. East, a distance of 27.50 feet;

THENCE North 47 Deg. 28 Min. 32 Sec. East, a distance of 59.80 feet;

THENCE North 10 Deg. 02 Min. 00 Sec. West, a distance of 35.33 feet;

THENCE North 57 Deg. 09 Min. 54 Sec. West, a distance of 43.78 feet;
THENCE North 28 Deg. 20 Min. 18 Sec. West, a distance of 46.09 feet;
THENCE North 22 Deg. 05 Min. 33 Sec. East, a distance of 31.72 feet;
THENCE North 10 Deg. 38 Min. 43 Sec. West, a distance of 81.53 feet;
THENCE North 61 Deg. 10 Min. 34 Sec. West, a distance of 36.22 feet;
THENCE South 86 Deg. 32 Min. 10 Sec. West, a distance of 89.47 feet;
THENCE North 66 Deg. 23 Min. 18 Sec. West, a distance of 31.12 feet;
THENCE North 42 Deg. 16 Min. 28 Sec. West, a distance of 129.08 feet;
THENCE North 25 Deg. 25 Min. 06 Sec. West, a distance of 27.07 feet;
THENCE North 34 Deg. 49 Min. 32 Sec. East, a distance of 42.16 feet;
THENCE North 86 Deg. 00 Min. 19 Sec. East, a distance of 146.24 feet;
THENCE North 31 Deg. 45 Min. 47 Sec. East, a distance of 45.92 feet;
THENCE North 00 Deg. 28 Min. 52 Sec. West, a distance of 43.74 feet;
THENCE North 21 Deg. 29 Min. 38 Sec. West, a distance of 59.92 feet;
THENCE North 07 Deg. 54 Min. 06 Sec. West, a distance of 57.23 feet;
THENCE North 35 Deg. 46 Min. 21 Sec. West, a distance of 44.07 feet;
THENCE South 75 Deg. 35 Min. 39 Sec. West, a distance of 63.10 feet;
THENCE South 43 Deg. 46 Min. 09 Sec. West, a distance of 27.88 feet;
THENCE South 20 Deg. 39 Min. 47 Sec. West, a distance of 60.37 feet;
THENCE South 56 Deg. 39 Min. 30 Sec. West, a distance of 48.77 feet;
THENCE North 54 Deg. 17 Min. 22 Sec. West, a distance of 36.61 feet;
THENCE North 26 Deg. 01 Min. 12 Sec. West, a distance of 29.68 feet;
THENCE North 15 Deg. 43 Min. 22 Sec. East, a distance of 91.51 feet;
THENCE North 12 Deg. 03 Min. 58 Sec. East, a distance of 47.55 feet;
THENCE North 33 Deg. 33 Min. 13 Sec. West, a distance of 27.16 feet;
THENCE North 40 Deg. 15 Min. 42 Sec. West, a distance of 60.26 feet;
THENCE North 15 Deg. 50 Min. 40 Sec. West, a distance of 48.29 feet;
THENCE North 06 Deg. 50 Min. 53 Sec. West, a distance of 58.59 feet;
THENCE North 43 Deg. 17 Min. 07 Sec. West, a distance of 107.12 feet;
THENCE North 15 Deg. 12 Min. 44 Sec. West, a distance of 39.98 feet;

THENCE North 32 Deg. 52 Min. 09 Sec. East, a distance of 62.83 feet;
 THENCE North 01 Deg. 02 Min. 02 Sec. East, a distance of 11.88 feet;
 THENCE North 69 Deg. 26 Min. 34 Sec. West, a distance of 30.99 feet;
 THENCE South 44 Deg. 33 Min. 17 Sec. West, a distance of 139.51 feet;
 THENCE South 82 Deg. 00 Min. 14 Sec. West, a distance of 77.70 feet;
 THENCE North 44 Deg. 04 Min. 40 Sec. West, a distance of 100.29 feet;
 THENCE North 18 Deg. 15 Min. 15 Sec. West, a distance of 55.60 feet;
 THENCE North 63 Deg. 16 Min. 16 Sec. East, a distance of 84.19 feet;
 THENCE North 51 Deg. 57 Min. 46 Sec. East, a distance of 92.66 feet;
 THENCE South 52 Deg. 55 Min. 43 Sec. East, a distance of 34.72 feet;
 THENCE North 42 Deg. 07 Min. 43 Sec. East, a distance of 40.53 feet;
 THENCE North 21 Deg. 38 Min. 20 Sec. West, a distance of 81.85 feet;
 THENCE North 01 Deg. 31 Min. 33 Sec. West, a distance of 96.77 feet;
 THENCE North 61 Deg. 00 Min. 50 Sec. East, a distance of 171.20 feet;
 THENCE South 72 Deg. 13 Min. 48 Sec. East, a distance of 48.39 feet;
 THENCE South 37 Deg. 59 Min. 13 Sec. East, a distance of 31.83 feet;
 THENCE South 05 Deg. 02 Min. 01 Sec. West, a distance of 61.57 feet;
 THENCE South 00 Deg. 52 Min. 46 Sec. West, a distance of 71.28 feet;
 THENCE South 25 Deg. 05 Min. 51 Sec. East, a distance of 24.41 feet;
 THENCE South 84 Deg. 30 Min. 52 Sec. East, a distance of 63.54 feet;
 THENCE North 83 Deg. 11 Min. 19 Sec. East, a distance of 56.31 feet;
 THENCE North 07 Deg. 05 Min. 05 Sec. West, a distance of 100.28 feet;
 THENCE North 59 Deg. 34 Min. 06 Sec. West, a distance of 36.93 feet;
 THENCE North 46 Deg. 55 Min. 06 Sec. West, a distance of 33.73 feet;
 THENCE North 44 Deg. 00 Min. 27 Sec. East, a distance of 33.87 feet;
 THENCE South 61 Deg. 12 Min. 02 Sec. East, a distance of 77.84 feet;
 THENCE North 61 Deg. 50 Min. 44 Sec. East, a distance of 34.78 feet;
 THENCE North 31 Deg. 01 Min. 33 Sec. West, a distance of 35.63 feet;
 THENCE North 55 Deg. 38 Min. 37 Sec. West, a distance of 76.90 feet;
 THENCE North 11 Deg. 38 Min. 38 Sec. West, a distance of 103.95 feet;

THENCE North 18 Deg. 56 Min. 10 Sec. East, a distance of 33.74 feet;
 THENCE North 80 Deg. 47 Min. 33 Sec. East, a distance of 62.07 feet;
 THENCE South 65 Deg. 47 Min. 55 Sec. East, a distance of 48.82 feet;
 THENCE North 49 Deg. 01 Min. 28 Sec. East, a distance of 80.79 feet;
 THENCE North 57 Deg. 03 Min. 09 Sec. East, a distance of 72.92 feet;
 THENCE South 55 Deg. 05 Min. 56 Sec. East, a distance of 84.30 feet;
 THENCE North 74 Deg. 28 Min. 33 Sec. East, a distance of 76.08 feet;
 THENCE North 23 Deg. 14 Min. 58 Sec. West, a distance of 63.66 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 76.70 feet;
 THENCE North 64 Deg. 04 Min. 02 Sec. West, a distance of 43.83 feet;
 THENCE North 13 Deg. 36 Min. 57 Sec. West, a distance of 65.33 feet;
 THENCE North 64 Deg. 58 Min. 17 Sec. East, a distance of 59.21 feet;
 THENCE South 23 Deg. 49 Min. 42 Sec. East, a distance of 37.29 feet;
 THENCE North 55 Deg. 43 Min. 50 Sec. East, a distance of 70.67 feet;
 THENCE North 05 Deg. 44 Min. 21 Sec. East, a distance of 44.34 feet;
 THENCE North 59 Deg. 40 Min. 25 Sec. East, a distance of 79.01 feet;
 THENCE North 01 Deg. 59 Min. 51 Sec. East, a distance of 107.83 feet;
 THENCE North 00 Deg. 36 Min. 28 Sec. West, a distance of 78.34 feet;
 THENCE North 14 Deg. 39 Min. 31 Sec. West, a distance of 60.57 feet;
 THENCE North 15 Deg. 52 Min. 43 Sec. West, a distance of 55.83 feet;
 THENCE North 19 Deg. 58 Min. 06 Sec. East, a distance of 41.84 feet;
 THENCE North 55 Deg. 43 Min. 49 Sec. East, a distance of 88.33 feet;
 THENCE North 19 Deg. 03 Min. 40 Sec. West, a distance of 46.45 feet;
 THENCE North 42 Deg. 54 Min. 57 Sec. West, a distance of 45.81 feet;
 THENCE North 55 Deg. 50 Min. 43 Sec. West, a distance of 47.86 feet;
 THENCE South 84 Deg. 54 Min. 06 Sec. West, a distance of 48.92 feet;
 THENCE North 35 Deg. 56 Min. 28 Sec. West, a distance of 216.39 feet;
 THENCE North 17 Deg. 25 Min. 54 Sec. East, a distance of 37.68 feet;
 THENCE North 44 Deg. 51 Min. 26 Sec. West, a distance of 84.53 feet;
 THENCE North 51 Deg. 19 Min. 13 Sec. West, a distance of 123.34 feet;

- THENCE North 36 Deg. 35 Min. 35 Sec. East, a distance of 77.54 feet;
- THENCE North 20 Deg. 29 Min. 25 Sec. East, a distance of 83.23 feet;
- THENCE North 79 Deg. 15 Min. 38 Sec. East, a distance of 47.39 feet;
- THENCE South 42 Deg. 58 Min. 12 Sec. East, a distance of 46.32 feet;
- THENCE North 26 Deg. 38 Min. 33 Sec. East, a distance of 63.95 feet;
- THENCE North 68 Deg. 50 Min. 37 Sec. East, a distance of 113.74 feet;
- THENCE North 50 Deg. 23 Min. 23 Sec. East, a distance of 46.76 feet;
- THENCE North 07 Deg. 28 Min. 33 Sec. West, a distance of 112.81 feet;
- THENCE North 67 Deg. 35 Min. 23 Sec. East, a distance of 104.87 feet;
- THENCE North 04 Deg. 58 Min. 42 Sec. East, a distance of 59.42 feet;
- THENCE North 49 Deg. 24 Min. 27 Sec. West, a distance of 80.38 feet;
- THENCE North 13 Deg. 09 Min. 01 Sec. West, a distance of 106.64 feet to a point for corner at the Northeast corner of a called 27.50 acre tract, called Third Tract, conveyed to Michael Stroud, by Warranty Deed, as recorded in Vol. 058, Page 161, Real Property Records, Franklin County, Texas, said point being in the South line of said Campbell survey, the North line of said Jones survey, and the South line of a called 160 acre tract conveyed to Brad Lowry et al, by Warranty Deed, as recorded in Vol. 058, page 165, Official Public Records, Franklin County, Texas, from said point, a 3 inch wood fence post, bears North 89 Deg. 23 Min. 32 Sec. East, a distance of 17.86 feet;
- THENCE North 89 Deg. 23 Min. 32 Sec. East, with the South line of said 160 acre tract, the South line of said Campbell survey, and the North line of said Jones survey a distance of 487.13 feet to a 10 inch wood fence corner post found at the Southeast corner of said 160 acre tract;
- THENCE North 00 Deg. 08 Min. 44 Sec. West, with the East line of said 160 acre tract, a distance of 2,201.49 feet to the point of beginning and containing 44,058,714 square feet, more or les, or 1,011.46 acres of land, more or less.

TRACT TWO:

All that certain tract of parcel of land situated in the Elesor Arnold Survey, A-5, the Jane Clifton survey, A-108, and the Hiram Jones survey, A-246, Franklin County, Texas; being all of that certain First Tract - 385 acres and all of that certain Second tract - 27 2/100 acres described in Deed to W. B. Meek, dated 1965, recorded in Vol. 86, Page 135, Deed Records of Franklin County, Texas; and being more particularly described as follows:

BEGINNING at a 5/8 inch iron pipe found on the Easternmost Northeast corner of a 93.070 acre tract described in the Deed to Bill Dozier and George Culpepper, recorded in Vol. 240, Page 874 of said Deed Records, on the Southeast corner of a 27.21 acre tract described in Deed to Andrew C. Johnson, recorded in Vol. 243, Page 560 of said Deed Records, on the West line of said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE in a Northerly direction generally along the West line of said 385 acre tract and said Jones Survey as follows; N 3 deg. 01 min. 09 sec. E - 404.88 feet, N 3 deg. 41 min. 56 sec. E - 229.39 feet, N 0 deg. 29 min. 04 sec. E - 561.21 feet, N 0 deg. 05 min. 23 sec. W - 493.79 feet, N 0 deg. 53 min. 30 sec. E - 974.51 feet, N 1 deg. 27 min. 06 sec. W - 591.10 feet, and N 0 deg. 25 min. 33 sec. E - 719.82 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northwest corner of said 385 acre tract, on the East line of the Second Tract - 40 acres described in Deed to Michael B. Stroud, M.D., P.A. Employees Profit Sharing Plan, recorded in Vol. 58, Page 161, Real Property Records of said County, and on the Southwest corner of a 27.5 acre tract described in Deed to W. R. Ward, Jr. and John B. Jones, recorded in Vol. 243, Page 362 of said Deed Records;

THENCE S 89 deg. 04 min. 32 sec. E along the Northernmost North line of said 385 acre tract and the South line of said 27.5 acre tract, at 965.37 feet passing a capped 1/2 inch iron rod marked "Swanner" set on said North line, at a total distance of 997.99 feet to the Northernmost Northeast corner of said 385 acre tract, being on the West line of a tract described in Deed to James O. Caldwell and Caroline Caldwell-Sibley, recorded in Vol. 188, Page 42 of said Deed Records, and being on the centerline of Campbells Creek;

THENCE in a Southerly direction along the centerline of said Creek as follows: S 49 deg. 45 min. 05 sec. W - 80.79 feet, N 65 deg. 04 min. 18 sec. W - 48.82 feet, S 81 deg. 31 min. 10 sec. W - 62.07 feet, S 19 deg. 39 min. 47 sec. W - 33.74 feet, S 10 deg. 55 min. 01 sec. E - 103.95 feet, S 54 deg. 55 min. 00 sec. E - 76.90 feet, S 30 deg. 17 min. 56 sec. E - 35.63 feet, S 62 deg. 34 min. 21 sec. W - 34.78 feet, N 60 deg. 28 min. 25 sec. W - 77.84 feet, S 44 deg. 44 min. 04 sec. W - 33.87 feet, S 46 deg. 11 min. 29 sec. E - 33.73 feet, S 58 deg. 50 min. 29 sec. E - 36.93 feet, S 6 deg. 21 min. 28 sec. E - 100.28 feet, S 83 deg. 54 min. 56 sec. W - 56.31 feet, N 83 deg. 47 min. 15 sec. W 63.54 feet, N 24 deg. 22 min. 14 sec. W - 24.41 feet, N 1 deg. 36 min. 23 sec. E 71.28 feet, N 5 deg. 45 min. 38 sec. E - 61.57 feet, N 37 deg. 15 min. 36 sec. W - 31.83 feet, N 71 deg. 30 min. 11 sec. W - 48.39 feet, S 61 deg. 44 min. 27 sec. W - 171.20 feet, S 0 deg. 47 min. 56 sec. E 95.77 feet, S 20 deg. 54 min. 43 sec. E - 81.85 feet, S 42 deg. 51 min. 20 sec. W - 40.53 feet, N 52 deg. 12 min. 06 sec. W - 34.72 feet, S 52 deg. 41 min. 23 sec. W - 92.66 feet, S 63 deg. 59 min. 53 sec. W - 84.19 feet, S 17 deg. 31 min. 38 sec. E - 55.60 feet, S 43 deg. 21 min. 03 sec. E - 100.29 feet, N 82 deg. 43 min. 51 sec. E - 77.70 feet, N 45 deg. 16 min. 54 sec. E - 139.51 feet, S 68 deg. 42 min. 57 sec. E - 30.99 feet, S 1 deg. 45 min. 39 sec. W - 11.88 feet, S 33 deg. 35 min. 46 sec. W - 62.83 feet, S 14 deg. 29 min. 07 sec. E - 39.98 feet, S 42 deg. 33 min. 30 sec. E - 107.12 feet, S 6 deg. 07 min. 16 sec. E - 58.59 feet, S 16 deg. 34 min. 17 sec. W - 48.29 feet, S 39 deg. 32 min. 05 sec. E - 60.26 feet, S 32 deg. 49 min. 36 sec. E - 27.16 feet, S 12 deg. 47 min. 35 sec. W - 47.55 feet, S 16 deg. 26 min. 59 sec. W - 91.51 feet, S 25 deg. 17 min. 35 sec. E - 29.68 feet, S 53 deg. 33 min. 45 sec. E - 36.61 feet, N 57 deg. 23 min. 07 sec. E - 48.77 feet, N 21 deg. 23 min. 24 sec. E - 60.37 feet, N 44 deg. 29 min. 46 sec. E - 27.88 feet, N 76 deg. 19 min. 16 sec. E - 63.10 feet, S 35 deg. 02 min. 44 sec. E - 44.07 feet, S 7 deg. 10 min. 29 sec. E - 57.23 feet, S 20 deg. 46 min 01 sec. E - 59.92 feet, S 0 deg. 14 min. 45 sec. W - 43.74 feet, S 32 deg. 29 min. 24 sec. W - 45.92 feet, S 86 deg. 43 min. 56 sec. W 146.24 feet, S 35 deg. 33 min. 09 sec. W - 42.16 feet, S 24 deg. 41 min. 29 sec. E - 27.07 feet, S 41 deg. 32 min. 51 sec. E - 129.08 feet, S 65 deg. 39 min. 41 sec. E - 31.12 feet, N 87 deg. 15 min. 47 sec. E - 89.47 feet, S 60 deg. 26 min. 57 sec. E - 36.22 feet, S 9 deg. 55 min. 06 sec. E - 81.53 feet, S 22 deg. 49 min. 10 sec. W - 31.72 feet, S 27 deg. 36 min. 41 sec. E - 46.09 feet, S 56 deg. 26 min. 17 sec. E - 43.78 feet, S 9 deg. 18 min. 23 sec. E - 35.33 feet, S 48 deg. 12 min. 09 sec. W - 59.80 feet, S 85 deg. 00 min. 52 sec. W - 27.50 feet, S 32

deg. 34 min. 13 sec. W 103.58 feet, S 36 deg. 51 min. 45 sec. E 30.77 feet and S 5 deg. 20 min. 20 sec. W – 77.46 feet to an Ell corner of said 385 acre tract, and being the Southwest corner of said Caldwell and Sibley tract;

THENCE S 89 deg. 22 min. 28 sec. E along the fenced Southernmost North line of said 385 acre tract and the South line of said Caldwell and Sibley tract, at 39.94 feet passing a capped 1/2 inch iron rod marked "Swanner" set on last said North line, at a total distance of 2876.86 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southernmost Northeast corner of said 385 acre tract, on the West line of the Third Tract – 185 1/4 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the East line of said Jones Survey, and on the West line of the Thomas Casey Survey, A-546;

THENCE S 1 deg. 27 min. 08 sec. W along the fenced East line of said 385 acre tract, the West line of said 185 1/4 acre tract, the East line of said Jones Survey, and the West line of said Casey Survey – 4030.88 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southeast corner of said 385 acre tract, on the Northeast corner of the First Parcel, Tract 1-80 acres described in Deed to Robert Campbell, recorded in Vol. 205, Page 32 of said Deed Records, on the West line of the Fifth Tract – 160 acres described in Deed to Charles Hughes, recorded in Vol. 74, Page 347 of said Deed Records, on the Southeast corner of said Jones Survey, on the West line of the Eliza Walker Survey, A-545, and on the Northeast corner of the Sylvester Lockwood Survey, A-287;

THENCE S 89 deg. 22 min. 28 sec. W along the fenced South line of said 385 acre tract, the North line of said 80 acre tract, the South line of said Jones Survey, and the North line of said Lockwood Survey – 3768.62 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Southwest corner of said 385 acre tract, on the Northwest corner of said 80 acre tract, on the Southwest corner of said Jones Survey, and on the Northwest corner of said Lockwood Survey;

THENCE in a Northerly direction generally along the fenced West line of said 385 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey: N 0 deg. 14 min. 16 sec. W – 955.66 feet and N 0 deg. 43 min. 00 sec. E – 183.55 feet to a capped 1/2 Inch iron rod marked "Swanner" set on the Southeast corner of said 27 2/100 acre tract, and on the Northeast corner of a 12.69 acre tract described in Deed to David Weatherbie, recorded in Vol. 253, Page 803 of said Deed Records;

THENCE N 89 deg. 41 min. 22 sec. W along the South line of said 27 2/100 acre tract, the North line of said 12.69 acre tract, at 2973.36 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of County Road No. NE 2100, and at a total distance of 2993.36 feet to a nail set on the Southwest corner of said 27 2/100 acre tract, on the Northwest corner of said 12.69 acre tract, on an East line of said 93.070 acre tract, and being on the centerline of said County Road;

THENCE N 0 deg. 17 min. 44 sec. E along said centerline – 394.19 feet to a nail set on the Northwest corner of said 27 2/100 acre tract and on an Ell corner of said 93.070 acre tract;

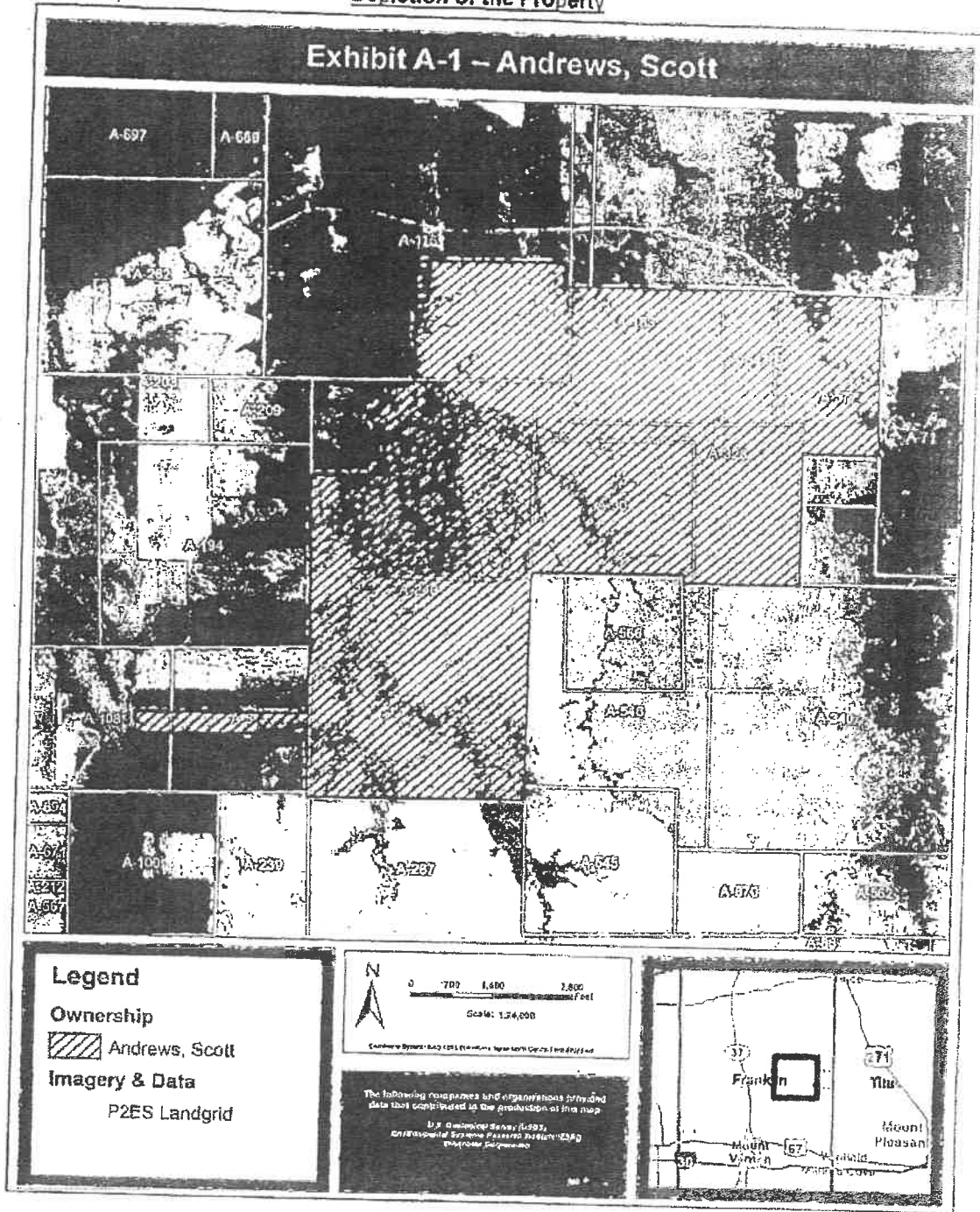
THENCE S 89 deg. 41 min. 22 sec. E along the fenced North line of said 27 2/100 acre tract and the Northernmost South line of said 93.070 acre tract, 20.00 feet passing a capped 1/2 inch iron rod marked "Swanner" set on the East side of said County Road, and at a total distance of 2996.26 feet to a capped 1/2 inch iron rod marked "Swanner" set on the Northeast corner of said 27 2/100 acre tract, on the Northernmost Southeast corner of said 93.070 acre tract, on the West line of

said 385 acre tract, on the West line of said Jones Survey, and on the East line of said Arnold Survey;

THENCE N 0 deg. 42 min. 59 sec. E along the West line of said 385 acre tract, the Easternmost East line of said 93.070 acre tract, the West line of said Jones Survey, and the East line of said Arnold Survey – 393.82 feet to the place of beginning containing 411.912 acres, more or less.

EXHIBIT "A-1"

Depiction of the Property



AFTER RECORDING, RETURN TO:
Saddle House Solar Project, LLC
16105 West 113th Street, Suite 105
Lenexa, Kansas 66219

Tab 8: Description of Qualified Property

Stockyard Solar Project, LLC is a 310 MW/AC solar electric generation facility, with an additional 220 MW/AC battery energy storage system, that will be located in Franklin County within Mount Vernon Independent School District. The facility will feature 620,000 photovoltaic panels and 75 central inverters.

Stockyard Solar Project, LLC requests that the limitation covers all qualified investment and qualified property located within Mount Vernon ISD. It is our request that the limitation includes all necessary and ancillary equipment including the following:

Please Note: This application covers all qualified property in the reinvestment zone and project boundary within Mount Vernon ISD.

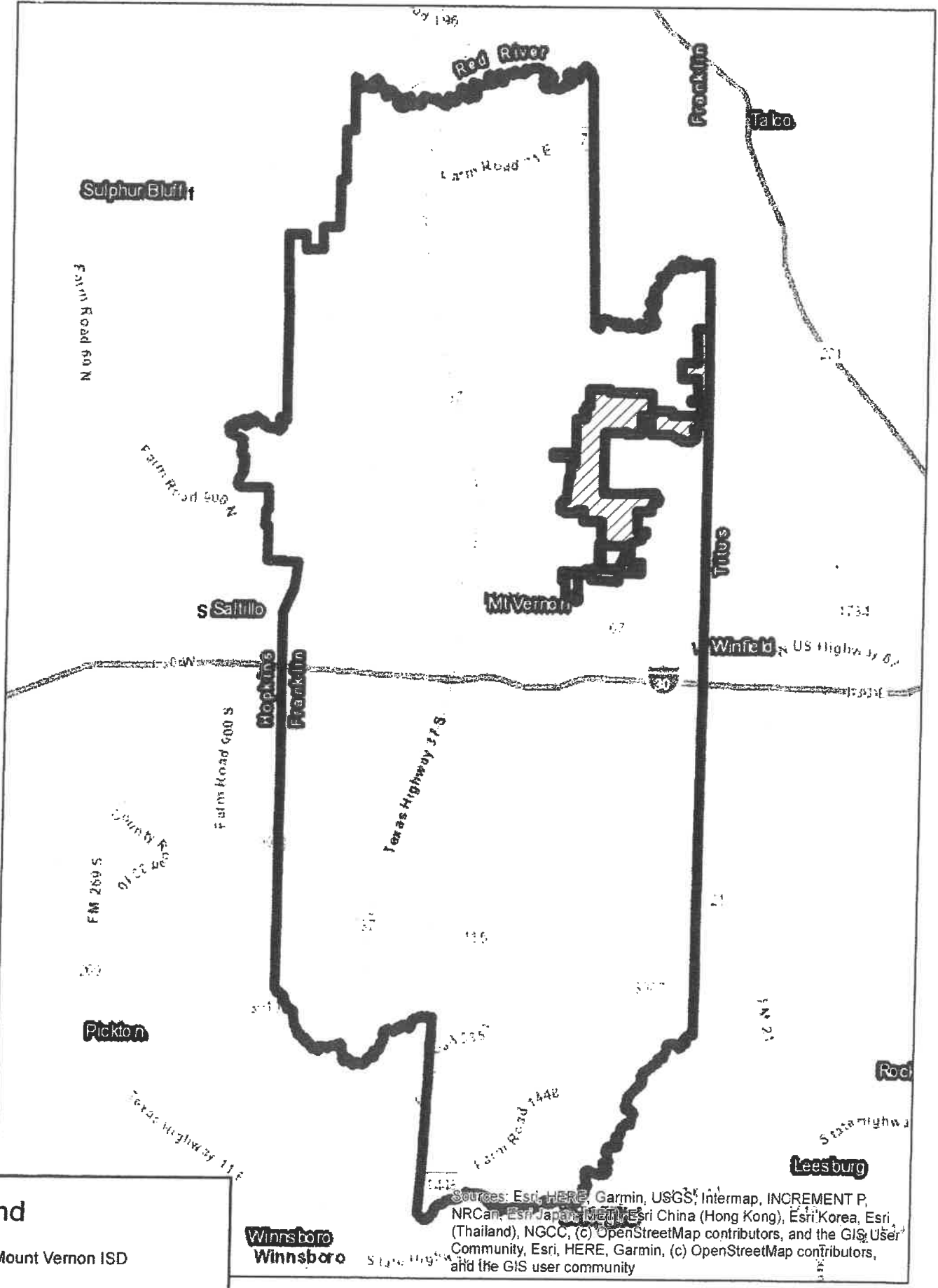
- **Substation**
 - Transmission Line
 - Inverter and Transformers
 - Foundations
 - Roadways, Paving, & Fencing
 - Posts & Racking Equipment
 - SCADA equipment
 - Mounting & Tracker Equipment
- Interconnection Facilities
- Solar Modules & Panels
- Power Conditioning Equipment
- Combiner Boxes
- Operation & Maintenance Buildings
- DC and AC collection wires*, cables, and equipment
- Meteorological Towers & Equipment
- **Battery Energy Storage System (BESS)****

*Collection wiring used along with cable to connect solar projects collection system to substation.




**Battery Energy Storage System will only be used to store energy by the Qualified Property in this Application within Mount Vernon ISD



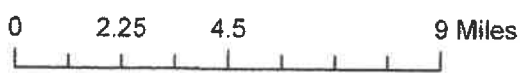
Stockyard Solar Project, LLC



Legend

-  Mount Vernon ISD
-  Project Boundary
-  Proposed Reinvestment Zone

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17.

NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here

Jason McCullough
Print Name (Authorized School District Representative)

Superintendent
Title

sign here

Jason McCullough
Signature (Authorized School District Representative)

9/12/22
Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity represented is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here

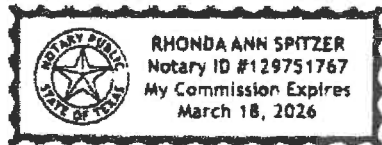
Benjamin Connor Branch
Print Name (Authorized Company Representative)

Authorized Representative
Title

sign here

BCB
Signature (Authorized Company Representative)

9/12/22
Date



(Notary Seal)

GIVEN under my hand and seal of office this

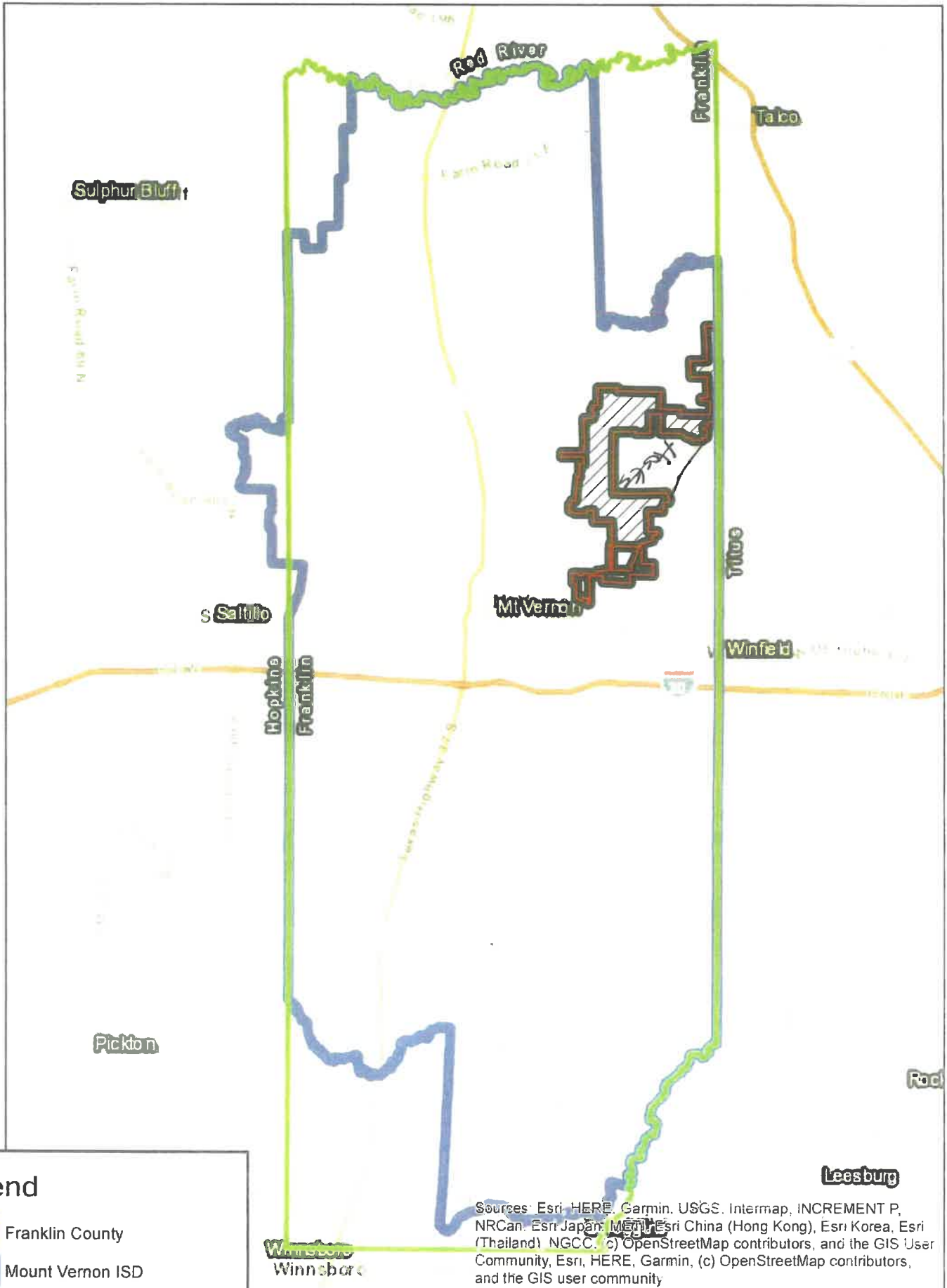
2nd day of September 2022

Rhonda Spitzer
Notary Public in and for the State of Texas





My Commission expires 3/18/22

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Stockyard Solar Project, LLC



Legend

-  Franklin County
-  Mount Vernon ISD
-  Project Boundary
-  Proposed Reinvestment Zone

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

0 2.25 4.5 9 Miles

077419

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 16, 1999

Grantor: Ronald Sinclair

Grantor's Mailing Address (including county): Highway 67 West Mt. Vernon, Texas 75457 Franklin County

Grantee: Gary Boren and Kath Boren

Grantee's Mailing Address (including county): Route 2, Box 177B Omaha, Texas 75571 Morris County

Consideration: Ten and No/100 Dollars (\$10.00) cash in hand paid by the Grantee, the receipt of which is hereby acknowledged and the further consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) cash in hand paid by AMERICAN NATIONAL BANK, Mt. Pleasant, Texas, which said sum so paid by said bank is advanced at the special instance and request of Grantee to secure said bank in said sum, Grantee as of this date, executes a vendor's lien note to AMERICAN NATIONAL BANK, Mt. Pleasant, Texas, secured by vendor's lien on the property herein conveyed, and to the order of said bank at Mt. Pleasant, Texas; both principal and interest shall be payable as therein provided at the interest rate as therein provided, and containing the usual default option provision for failure to pay when due; all past due principal and interest to bear interest from maturity as therein provided and providing for the usual 10% attorney's fee. Said note shall be further secured by a deed of trust from Grantee to Joyce Buck, Trustee, covering the land herein described.

In consideration of the advancement to us, the Grantors herein, by the said AMERICAN NATIONAL BANK, Mt. Pleasant, Texas, of the sum of \$100,000.00, being a part of the purchase money for this conveyance as above shown, we do hereby transfer and assign unto the said AMERICAN NATIONAL BANK, Mt. Pleasant, Texas, the vendor's lien and superior title herein retained.

Property (including improvements): THE SURFACE ONLY of all that certain lot, tract or parcel of land situated in Franklin County, Texas, and being 5 acres of land, more or less, out of the Britton Smith Survey, Abstract No. 447, and being more fully described as follows: BEGINNING at a stake in the Mount Vernon and Daphne Public Road 127 varas west of the southeast corner of a certain 114 1/2 acre tract in the Britton Smith Survey set apart to Hallie Martin in partition Deed recorded in Vol. 39, Page 318, Deed Records of Franklin County, Texas, a stake in road for corner; THENCE North 470.4 varas, a stake for corner; THENCE West 60 varas, a stake for corner; THENCE South 470.4 varas to center of Mount Vernon and Daphne Public Road, a stake for corner; THENCE East with said Road 60 varas to the place of beginning. BEING the same land described in deed from Ronald Gene Sinclair to Donna Jo Holmes Flowers, dated June 18, 1991, recorded in Vol. 223, Page 643, Deed Records, Franklin County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made subject to any and all easements, restrictions, leases, mineral and royalty reservations and/or conveyances heretofore made and of record in the office of the County Clerk of Titus County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.



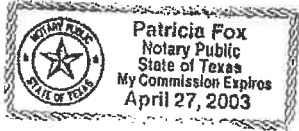
EXECUTED on this the 16th day of July, 1999.

Ronald Sinclair
RONALD SINCLAIR

THE STATE OF TEXAS §
COUNTY OF FRANKLIN §

This instrument was acknowledged before me on this the 16 day of July, 1999, by Ronald Sinclair.

(Seal)



Patricia Fox
Notary Public, State of Texas

THE STATE OF TEXAS ·
COUNTY OF FRANKLIN ·

I HEREBY CERTIFY that the foregoing instrument of writing with its Certificate of Authentication was filed for record in my office on the 20TH day of JULY, 1999, at 9:55 o'clock A.m., and was duly recorded by me in Volume 22, Page 80, **REAL PROPERTY** records of Said County.

WITNESS MY HAND AND SEAL of Said County of Franklin, Texas, this 20th day and year last above written.



By: Bruce Emerson Deputy

Barbara Keith Campbell
Barbara Keith Campbell, Franklin County Clerk

VOL 22 PAGE 0081


PREPARED IN THE LAW OFFICE OF:
Flanagan & Flanagan
1312 South Jefferson
P.O. Box 1224
Mt. Pleasant, Texas 75456-1224
903-572-8539


AFTER RECORDING RETURN TO:
Gary and Kathy Boren
Route 2, Box 177B
Omaha, Texas 75571




Lithium-ion energy storage battery explosion incidents

Robert Zalosh^a  , Pravinray Gandhi^b, Adam Barowy^b 

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<https://doi.org/10.1016/j.jlp.2021.104560> 

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Abstract

Utility-scale lithium-ion energy storage batteries are being installed at an accelerating rate in many parts of the world. Some of these batteries have experienced troubling fires and explosions. There have been two types of explosions; flammable gas explosions due to gases generated in battery thermal runaways, and electrical arc explosions leading to structural failure of battery electrical enclosures. The thermal runaway gas explosion scenarios, which can be initiated by various electrical faults, can be either prompt ignitions soon after a large flammable gas mixture is formed, or delayed ignitions associated with late entry of air and/or loss of gaseous fire suppression agent. The electrical explosions have entailed inadequate electrical protection to prevent high energy arcs within electrical boxes vulnerable to arc induced high pressures and thermal loads. Estimates of both deflagration pressures and arc explosion pressures are described along with their incident implications.

Introduction

According to the International Energy Agency (2020), worldwide energy storage system capacity nearly doubled from 2017 to 2018, to reach over 8GWh. The total installed storage power in 2018 was about 1/GW. About 85% of the storage capacity is from lithium-ion batteries.

U.S. Energy Information Administration (2019) projections are that megawatt-scale battery capacity will approximately triple from 2018 to 2021. Based on current utility plans, EIA projects most of the additional capacity to come from increasingly large lithium-ion energy batteries. Many such installations are now in the range 2MW–20MW, but several planned installations have capacities greater than 100MW. A major reason for these expansions is that the cost for lithium-ion batteries lowered from approximately \$1200 per kWh in 2010 to less than \$200 per kWh in 2018 (Bloomberg, 2019).

Fig. 1 shows a simplified layout of a utility-scale lithium-ion Energy Storage Battery (ESB) installation unit. Lithium-ion cells, the basic building blocks of the system, are installed in a module. These cells usually have vents to prevent internal over-pressurization. Modules are equipped with electrical protection (fuses) and sensors for monitoring of voltages and (sometimes) temperatures, and either passive or active ventilation provisions.

Modules are placed and electrically interconnected with a Battery Management System (BMS) and Junction Box (JB) in vertical racks as indicated in Fig. 1. Each rack has a rack-level battery management system that communicates with the module sensors, and also has one or more DC connectors and fuses. A typical rack has a voltage of about 1000 VDC. The racks are installed in an enclosure, sometimes called a Battery Energy Storage Unit, equipped with system level Battery Management System (BMS) for electrical control, a Heating Ventilation Air Conditioning (HVAC) system, and a fire detection and suppression system. Interactions with power supply and discharge systems occur via an external Power Conversion System and Energy Management System as shown in Fig. 1.

Battery Energy Storage Units have doors for operating and maintenance personnel and for installation and replacement of equipment. A variety of Energy Storage Unit (ESU) sizes have been used to accommodate the varying electrical energy and power capacities required for different applications. Several designs are variations or modifications of standard ISO freight containers, with nominal dimensions of 2.4m×2.4m x 6m, and 2.4m×2.4m x 12m. Other designs are up to 16m in length.

Installations are being located in rural, urban, and suburban areas, often adjacent to a solar power or wind turbine generator for charging the battery. There are also many behind-the-meter installations in which the energy storage battery can be charged by the utility electricity grid and often has electrical controls to allow discharging through an inverter and utility interface back into the grid.

Unfortunately, there have been a large number of energy storage battery fires in the past few years. For example, in South Korea, which has by far the largest number of energy storage battery installations, there were 23 reported fires between August 2017 and December 2018 according to the Korea JoongAng Daily (2019). A Korean government led investigation of these incidents found that one important cause of the fires was defective battery protection systems. The failure of these protection systems in some incidents caused components to explode. Other fires in South Korea and elsewhere have involved explosions from other causes, including a vulnerability of some batteries to operate at abnormally high temperatures under certain fault conditions (Yonhap News Agency, 2020).

The objectives of this paper are 1) to describe some generic scenarios of energy storage battery fire incidents involving explosions, 2) discuss explosion pressure calculations for one vented deflagration incident and some hypothesized electrical arc explosions, and 3) to describe some important new equipment and installation standards and regulations intended to prevent energy storage battery explosions.

Section snippets

Thermal runaway gas explosion incidents

Various recent papers, for example Guo et al. (2018) and Li et al. (2019), describe how any one of several fault conditions, including electrical faults, overcharging, and particulate/moisture contamination, can lead to an escalated temperature in one lithium-ion cell, causing deterioration and eventual failure of the cell separator, with subsequent electrolyte decomposition and elevated vapor pressure. This leads to a thermochemical runaway venting in the cell that can then propagate to many...

Thermal runaway explosion prevention measures

The lithium-ion energy storage battery thermal runaway issue has now been addressed in several recent standards and regulations. New Korean regulations are focusing on limiting charging to less than 90% SOC to prevent the type of thermal runaway conditions shown in Fig. 2 and in more recent Korean battery fires (Yonhap News Agency, 2020). The new NFPA 855 standard for energy storage systems requires that "a listed device or other approved method shall be provided to preclude, detect, and...

Arc flash explosion incidents

Several lithium-ion battery energy storage system incidents involved electrical faults producing an arc flash explosion. The arc flash in these incidents occurred within some type of electrical enclosure that could not withstand the thermal and pressure loads generated by the arc flash. One example of an electrical enclosure that is designed to withstand a limited/controlled arc flash is a DC contactor. Each rack in the ESS enclosure is usually equipped with at least one high-voltage DC...

Conclusions

Several large-scale lithium-ion energy storage battery fire incidents have involved explosions. The large explosion incidents, in which battery system enclosures are damaged, are due to the deflagration of accumulated flammable gases generated during cell thermal runaways within one or more modules. Smaller explosions are often due to energetic arc flashes within modules or rack electrical protection enclosures. These smaller explosions can either initiate or exacerbate energy storage system...

Authors credit statement

Robert Zalosh: Conceptualization, Formal Analysis, Writing – Original & Review, Prainray Gandhi: Validation, Writing – Reviewing and Editing, Adam Barowy: Visualization, Writing – Reviewing and Editing...

Declaration of competing interest

The authors declare that they have no known competing financial interests or personal relationships that could have appeared to influence the work reported in this paper...

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Explosion hazards from lithium-ion battery vent gas

J. Power Sources (2020)

V. Di Sarli *et al.*

Laminar burning velocity of hydrogen-methane premixed flames

Int. J. Hydrogen Energy (2007)

W. Li

Theoretical and experimental analysis of the lithium-ion thermal runaway process based on the internal combustion engine combustion theory

Energy Convers. Manag. (2019)

APS

McMicken Investigation Continues

(2019)

A. Barowy *et al.*

Explosibility properties of gases from lithium-ion storage battery thermal runaways

Bloomberg

Battery reality: there's nothing better than lithium-ion coming soon

P. Chévrier *et al.*

Hydrodynamic model for electrical arc modelling

IEEE Trans. Power Power Deliv. (1996)

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Motor terminal box explosions due to faults

IEEE Trans. Ind. Appl. (1993)

McMicken Battery Energy Storage System Event Technical Analysis and Recommendations,

Document No.: 10209302-HOU-R-01

(2020)

High-voltage contactors, from epcos AG, A TDK company



View more references

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Numerical investigation on explosion hazards of lithium-ion battery vented gases and deflagration venting design in containerized energy storage system

2023, Fuel

Show abstract


Strategies for design and modification of electrode materials in novel aqueous ammonium ion battery

2023, Journal of Alloys and Compounds

Show abstract 


An analysis of li-ion induced potential incidents in battery electrical energy storage system by use of computational fluid dynamics modeling and simulations: The Beijing April 2021 case study

2023, Engineering Failure Analysis

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Thermal management system for prismatic battery module with biomimetic cephalofoil fin and film heater

2023, Applied Thermal Engineering

Show abstract 

External heating-induced thermal runaway and gas venting characteristics of polymer lithium-ion cells with $\text{LiNi}_x\text{Co}_y\text{Mn}_z\text{O}_2$ cathode

2023, Process Safety and Environmental Protection

Show abstract 

Accelerated stress test of polymer electrolyte membrane water electrolyzer via solar power generation condition

2023, Sustainable Energy Technologies and Assessments

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Research article

Experimental study on thermal runaway and fire behaviors of large format lithium iron phosphate battery


Applied Thermal Engineering, Volume 192, 2021, Article 116949

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Research article

Safety warning of lithium-ion battery energy storage station via venting acoustic signal detection for grid application

Journal of Energy Storage, Volume 38, 2021, Article 102498

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Research article

Experimental study on thermal runaway behaviors of 18650 li-ion battery under enclosed and ventilated conditions

Fire Safety Journal, Volume 125, 2021, Article 103417

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Research article

Simulation of a premixed explosion of gas vented during Li-ion battery failure

Fire Safety Journal, Volume 126, 2021, Article 103478

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Research article

Progress on the research of fire behavior and fire protection of lithium ion battery

Fire Safety Journal, Volume 120, 2021, Article 103119

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Research article

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