

STATE OF TEXAS
COUNTY OF POLK

**ORDER APPROVING ACQUISITION OF REAL PROPERTY FOR LEASE
TO EAST TEXAS ELECTRIC COOPERATIVE, INC., FOR PUBLIC
RECREATIONAL PURPOSES**

WHEREAS, the County of Polk desires to promote and contribute to the rural electrification, recreational opportunities, and economic development of the County; and

WHEREAS, the East Texas Electric Cooperative, Inc., ("ETEC"), is an electric cooperative organized under the Electric Cooperative Corporation Act, Tex. Util. Code §§ 161.001 et seq.; and

WHEREAS, ETEC is developing an approximately 24 megawatt (MW) hydroelectric generating station (the "Generating Station") on the east bank of the Trinity River below the existing Lake Livingston Dam and reservoir in Polk County, Texas pursuant to a License issued by the Federal Energy Regulatory Commission (the "FERC"); and

WHEREAS the FERC License requires that ETEC develop property in the vicinity of the Generating Station for public recreational purposes, pursuant to a FERC-approved recreation plan, and that such property be included within the licensed project boundary; and

WHEREAS, the FERC License further requires that ETEC acquire in fee or by lease or easement the right to occupy and use all property within the project boundary in accordance with the FERC License conditions; and

WHEREAS, the County owns property situated in Polk County, Texas, consisting of a parcel of approximately twenty (20) acres formerly known as Southland Park, that is suitable in part for use in connection with the Generating Station (the "Generating Parcel") and suitable in part for development for such public recreational purposes (the "Recreation Parcel"), such Generating Parcel consisting of approximately 1.97 acres and such Recreation Parcel consisting of approximately 18.03 acres, together comprising the "Premises"; and

WHEREAS, ETEC and Polk County have agreed upon the terms of a ground lease of the Premises for such purposes as part of the FERC-Licensed Project.

WHEREAS, the Premises consists of land developed with the aid of a grant from the Land and Water Conservation Fund, and as such, section 6(f)(3) of the federal Land And Water Conservation Fund Act ("LWCF Act"), 16 U.S.C. § 460l-8(f)(3), will require that the Generating Parcel, which is being withdrawn and converted from public recreational purposes, be replaced by nearby property of equal value that is suitable for public recreational use (the "Replacement Parcel"); and

WHEREAS, ETEC and Polk County anticipated that the County would acquire the Replacement Parcel (as described and depicted in Exhibit 1 attached hereto), that such Replacement Parcel would be dedicated in perpetuity to public recreation uses consistent with

Section 6(f)(3) of the LWCF Act, and that the County would lease the Replacement Parcel to ETEC for purposes of its FERC-Licensed Project; and

WHEREAS, the County has approved a ground lease of the Premises to ETEC providing that upon acquisition of the Replacement Parcel, it would become part of the leased Premises; and

WHEREAS, the County is authorized to acquire public or private real property by gift, devise, purchase, or eminent domain for public purposes including public recreational uses (e.g., as the Replacement Parcel) pursuant to Chapters 261 and 331 of the Texas Local Government Code and other applicable state and federal statutes; and

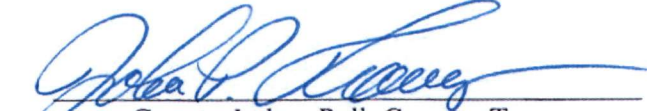
WHEREAS, ETEC and Polk County are authorized to enter into a Lease of the Replacement Parcel for recreational use, pursuant to the provisions of Chapter 791, Texas Government Code, Section 272.005, Texas Local Government Code, Chapter 26, Texas Parks and Wildlife Code, and other applicable state and federal statutes.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:


1. That the findings and recitals in the preamble of this Order are found to be true and correct and are hereby ratified, approved and adopted; and
2. That Legal Counsel for Polk County is hereby authorized to take all necessary action to acquire the Replacement Parcel (as described and depicted in Exhibit 1 attached hereto) by gift, devise, purchase, or eminent domain; and prepare all necessary documents to dedicate the Replacement Parcel in perpetuity to public recreational uses; and lease the Replacement Parcel to ETEC for such purposes as part of ETEC's FERC-Licensed Project.

READ AND ADOPTED on the 14th day of January, 2014.

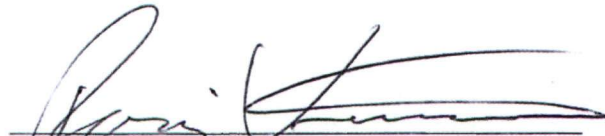
POLK COUNTY, TEXAS




County Judge, Polk County, Texas



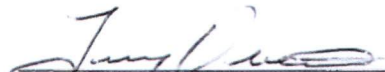
Commissioner, Precinct #1, Polk County



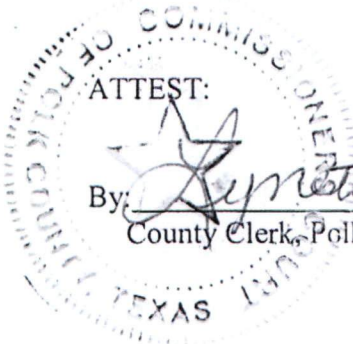
Commissioner, Precinct #2, Polk County



Commissioner, Precinct #3, Polk County



Commissioner, Precinct #4, Polk County



ATTEST:

By: 

County Clerk, Polk County, Texas

STATE OF TEXAS
COUNTY OF POLK

**ORDER APPROVING GROUND LEASE BETWEEN
EAST TEXAS ELECTRIC COOPERATIVE, INC.,
AND
POLK COUNTY, TEXAS**

WHEREAS, the County of Polk desires to promote and contribute to the rural electrification, recreational opportunities, and economic development of the County; and

WHEREAS, the East Texas Electric Cooperative, Inc., ("ETEC"), is an electric cooperative organized under the Electric Cooperative Corporation Act, Tex. Util. Code §§ 161.001 et seq.; and

WHEREAS, ETEC is developing an approximately 24 megawatt (MW) hydroelectric generating station (the "Generating Station") on the east bank of the Trinity River below the existing Lake Livingston Dam and reservoir in Polk County, Texas pursuant to a License issued by the Federal Energy Regulatory Commission (the "FERC"); and

WHEREAS the FERC License requires that ETEC develop property in the vicinity of the Generating Station for public recreational purposes, pursuant to a FERC-approved recreation plan, and that such property be included within the licensed project boundary; and

WHEREAS, the FERC License further requires that ETEC acquire in fee or by lease or easement the right to occupy and use all property within the project boundary in accordance with the FERC License conditions; and

WHEREAS, the County owns property situated in Polk County, Texas, consisting of a parcel of approximately twenty (20) acres formerly known as Southland Park, that is suitable in part for use in connection with the Generating Station (the "Generating Parcel") and suitable in part for development for such public recreational purposes (the "Recreation Parcel"), such Generating Parcel consisting of approximately 1.97 acres and such Recreation Parcel consisting of approximately 18.03 acres, together comprising the "Premises"; and

WHEREAS, the County desires to lease the Premises to ETEC, and ETEC desires to lease the Premises from the County, for such purposes as part of the FERC-Licensed Project; and

WHEREAS, the Premises consists of land developed with the aid of a grant from the Land and Water Conservation Fund, and as such, section 6(f)(3) of the federal Land and Water Conservation Fund Act ("LWCF Act"), 16 U.S.C. § 460l-8(f)(3), will require that the Generating Parcel, which is being withdrawn and converted from public recreational purposes, be replaced by nearby property of equal value that is suitable for public recreational use (the "Replacement Parcel"); and

WHEREAS, the Parties anticipate that the County will acquire the Replacement Parcel (as described and depicted in Exhibit D of the Ground Lease attached hereto), dedicate the Replacement

Parcel in perpetuity to public recreation uses consistent with Section 6(f)(3) of the LWCF Act; and lease the Replacement Parcel to ETEC for purposes of its FERC-Licensed Project; and

WHEREAS, ETEC and Polk County have agreed upon the terms of a ground lease of the Premises; and

WHEREAS, ETEC and Polk County are authorized to enter into Ground Lease attached hereto, pursuant to the provisions of Chapter 791, Texas Government Code, Section 272.005, Texas Local Government Code, Chapter 26, Texas Parks and Wildlife Code, and other applicable state and federal statutes.

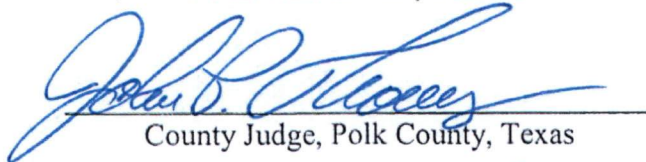
THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

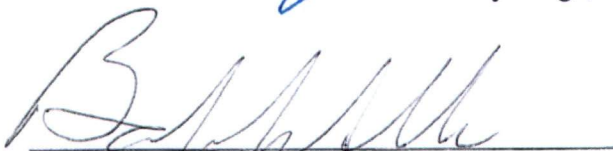
1. That the findings and recitals in the preamble of this Order are found to be true and correct and are hereby ratified, approved and adopted; and

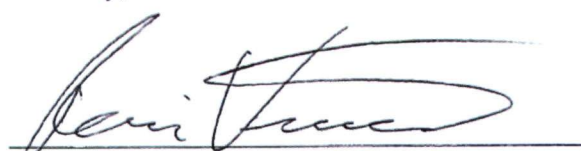
2. That the Ground Lease attached hereto and made a part hereof is hereby approved, and the County Judge of Polk County, Texas is hereby authorized to execute and deliver the Ground Lease on behalf of Polk County, Texas.


READ AND ADOPTED on the 14th day of January, 2014.


POLK COUNTY, TEXAS

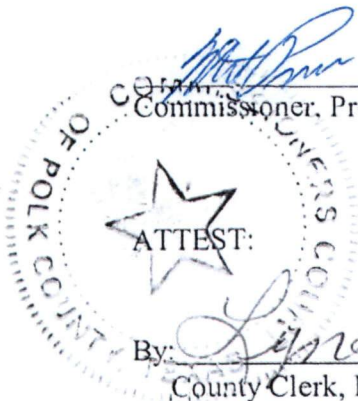

County Judge, Polk County, Texas


Commissioner, Precinct #1, Polk County

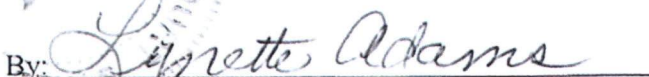

Commissioner, Precinct #2, Polk County


Commissioner, Precinct #3, Polk County


Commissioner, Precinct #4, Polk County



ATTEST:

By: 
County Clerk, Polk County, Texas

GROUND LEASE

THIS GROUND LEASE ("Lease") is made and entered into effective as of [____], [____], 2014 (the "Effective Date") by and between Polk County, a political subdivision organized under Article 9 of the Texas Constitution and Title 3 of the Texas Local Government Code and exercising governmental powers under the constitution and laws of the state of Texas ("County" or "Landlord"), and East Texas Electric Cooperative, Inc., an electric cooperative organized and existing under the laws of the state of Texas ("ETEC" or "Tenant") (individually, a "Party" and collectively the "Parties"). The terms "Landlord" and "Tenant" used herein shall include the successors and assigns to the above-named parties, to the extent permitted under the applicable provisions of this Lease.

RECITALS

WHEREAS, ETEC is developing an approximately 24 megawatt (MW) hydroelectric generating station (the "Generating Station") on the east bank of the Trinity River below the existing Lake Livingston Dam and reservoir in Polk County, Texas, pursuant to a License for Project No. 12632 (the "Project") issued by the Federal Energy Regulatory Commission (the "FERC") under Part I of the Federal Power Act (the "FERC License");

WHEREAS, the FERC License requires that ETEC develop property in the vicinity of the Generating Station for public recreational purposes, pursuant to a FERC-approved recreation plan, and that such property be included within the licensed project boundary;

WHEREAS, the FERC License further requires that ETEC acquire in fee or by lease or easement the right to occupy and use all property within the project boundary in accordance with the FERC License conditions during the term of the license and any renewal(s) thereof;

WHEREAS, the County owns property situated in Polk County, Texas, consisting of a parcel of approximately twenty (20) acres formerly known as Southland Park, that is suitable in part for use in connection with the Generating Station (the "Generating Parcel") and suitable in part for development for such public recreational purposes (the "Recreation Parcel"), such Generating Parcel consisting of approximately 1.97 acres and such Recreation Parcel consisting of approximately 18.03 acres, together comprising the "Premises";

WHEREAS, the County desires to lease the Premises to ETEC, and ETEC desires to lease from the Premises from the County, for such purposes as part of the FERC-Licensed Project;

WHEREAS, the Premises consists of land developed with the aid of a grant from the Land and Water Conservation Fund, and as such, section 6(f)(3) of the federal Land and Water Conservation Fund Act ("LWCF Act"), 16 U.S.C. § 4601-8(f)(3), will require that the Generating Parcel, which is being withdrawn and converted from public recreational purposes, be replaced by nearby property of equal value that is suitable for public recreational use (the "Replacement Parcel");

WHEREAS, the Parties anticipate, after the effective date of this Lease, to amend this Lease to include any such Replacement Parcel, and that such Replacement Parcel shall be dedicated in perpetuity to public recreation uses consistent with Section 6(f)(3) of the LWCF Act;

WHEREAS, the Parties are authorized to enter into this Lease, pursuant to the provisions of Chapter 791, Texas Government Code, Section 272.005, Texas Local Government Code, Chapter 26, Texas Parks and Wildlife Code, and other applicable state and federal statutes.

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

Article I: PREMISES

1.1 In consideration of the covenants and obligations contained in this Lease and subject to the terms and conditions provided below, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, as described fully in Exhibit A, which includes a legal description of and a plat depicting the Premises, consisting of the Generating Parcel (as described and depicted in Exhibit B) and the Recreation Parcel (as described and depicted in Exhibit C). Upon the completion of Landlord's acquisition of the Replacement Parcel (as described and depicted in Exhibit D), this Lease shall be deemed to be amended to include the Replacement Parcel as part of the Premises subject to subsequent approval by ratification of such amendment by the Commissioners Court of the County.

1.2 Tenant acknowledges that it has fully inspected and investigated the Premises. Tenant accepts the Premises "as is", in its present condition, without any obligation of Landlord to make any repairs, replacements, additions, changes or improvements or to do any construction of any kind. Except as expressly provided herein, Landlord makes no representations or warranties concerning the condition of the Premises, and, except as expressly set forth herein, Tenant expressly waives for itself and its successors and permitted assigns all express and implied warranties as to the condition of the Premises, and, except as expressly set forth herein, Tenant expressly waives for itself and its successors and permitted assigns all express and implied warranties concerning the condition of the Premises, the fitness of the Premises for any particular use or purpose, the absence of latent or apparent defects in or about the Premises, and the compliance of the Premises with applicable law.

1.3 During the Term, Landlord shall not, without Tenant's prior written consent, cause or allow any title matters to affect the Land and shall not unreasonably disturb Tenant's quiet enjoyment or use of the Premises.

1.4 If any part of the Premises becomes unusable during the Term for reasons other than Tenant's failure to perform its obligations hereunder, or if additional easements are reasonably required by Tenant for construction, operation or maintenance of the Premises for the intended purposes, Landlord shall grant Tenant, to the extent available to Landlord, such substitute or additional rights, with all costs for the same being the sole responsibility of the Tenant.

Article II: TERM

2.1 This Lease shall be for a term (the "Initial Term"), commencing on the Effective Date and ending ninety-nine (99) years after the Effective Date, unless sooner terminated as provided herein.

2.2 For so long as the Premises remain subject to a FERC License, and any renewals thereof, Tenant shall have the right to renew this Lease for additional periods of ten (10) years each (collectively the "Renewal Terms" and individually each a "Renewal Term"), in accordance with the following procedure. Tenant may exercise such right only by giving notice (the "Renewal Notice") to Landlord of its intention to exercise said right at least six (6) months before the expiration of the then-current Term of this Lease.

2.3 This Lease shall automatically terminate ninety (90) days following the surrender, expiration or termination of Tenant's FERC License, including any extensions or renewals thereof.

2.4 The Term of this Lease shall further consist of an initial period commencing on the Effective Date during which Tenant prepares the Premises for the intended uses (the "Preparation Period") and thereafter, once the preparations are complete and the intended uses may commence, up to and until the end of the Term, as such Term may be renewed from time to time (the "Operational Period"). More specifically, the Operational Period shall commence on that day on which Tenant notifies Landlord that the Preparation Period has concluded, which shall be no later than March 31, 2015.

Article III: RENT

3.1 Tenant shall pay Landlord a fixed, annual ground rent ("Ground Rent") on April 1st of each year during the Term of the Lease, commencing on the first of April, 2014, and continuing throughout the Term. The Ground Rent during the Initial Term shall be Two Thousand, Five Hundred dollars and 00/100 (\$2,500.00); provided, that the Ground Rent shall be adjusted at five-year intervals based on the percentage change in the assessed, unimproved value of comparable privately-owned lands within Polk County since the previous such adjustment.

3.2 Ground Rent shall be payable to Landlord at the following address:

County Treasurer
Polk County
602 E. Church Street, Suite 101
Livingston, TX 77351

Article IV: USE OF PREMISES

4.1 Tenant may use the Premises, during the Preparation Period, as a staging and lay down area for the construction of the Generating Station and appurtenant project facilities.

4.2 Tenant at all times during the Term of this Lease shall use the Premises for purposes consistent with the FERC License. During the Operational Period, Tenant shall use the Recreation Parcel and the Replacement Parcel for public outdoor recreation purposes consistent with section 6(f)(3) of the LWCF Act, the LWCF Act's implementing regulations and guidelines, and any FERC-approved recreation plan for the Project. During the Operational Period, Tenant shall post signs and notices indicating that the Recreation Parcel and the Replacement Parcel were developed with the aid of a LWCF grant, are publicly owned and operated as a public outdoor recreational area, and are operated in compliance with all applicable Civil Rights and accessibility laws.

4.3 Tenant shall not use or otherwise operate the Premises for any purpose or in any manner that violates any applicable law, including without limitation any Federal, state, and local laws relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants ("Environmental Law"), or any Permit, as defined below. Tenant may, in good faith and at its sole cost and expense, contest the validity or applicability of, or Tenant's compliance with, any applicable law and, pending the determination of such contest, may postpone compliance therewith.

Article V: PERMITS AND APPROVALS

5.1 Tenant shall have the obligation, at Tenant's sole expense, to apply for obtain and maintain any and all applicable licenses, permits, zoning and other approvals required by any Governmental Authority for the performance of any and all activities of Tenant in or about the Premises (collectively the "Permits", and each a "Permit"). To the extent reasonably required, Landlord agrees to cooperate with Tenant in obtaining the Permits. Such cooperation shall include, if reasonably necessary, the execution by Landlord of any applications or other documents necessary for any Permits.

5.2 Notwithstanding the above stated Effective Date, this Lease is subject to the written approval or concurrence of the following regulatory authorities, and shall not become effective until each of such agencies shall have given its approval or concurrence, or affirmatively waived its right to give such approval or concurrence: (i) FERC; (ii) the Texas Parks and Wildlife Department ("TPWD"); and (iii) the Secretary of the Interior, acting through the National Park Service of the U.S. Department of the Interior or such other designee as said Secretary may appoint to enforce compliance with the LWCF Act ("NPS").

Article VI: TENANTS ALTERATIONS AND IMPROVEMENTS

6.1 Landlord hereby consents to Tenant's development of the Generation Station on the Generating Parcel and the recreational facilities on the Recreation Parcel in accordance with the terms of the FERC License and any compliance plans approved by FERC pursuant to said

License. Landlord shall have no right to approve any plans or specifications for Tenant's development of the Premises, the location of any improvements made on the Generating Parcel or the Recreation Parcel, or any architects, engineers, contractors, subcontractors or suppliers used by Tenant in the development of the Premises.

6.2 During the Term, Tenant may without the approval of Landlord, make any alteration, replacement or improvement to the Generating Parcel and the Recreation Parcel, including the removal of all or any portion of any improvements on such Parcel, provided that such alteration, replacement, removal, or improvement is necessary to obtain or maintain compliance with the Tenant's FERC License.

Article VII: INSURANCE DURING THE TERM

7.1 With respect to the Premises, Tenant shall at its sole cost maintain, or cause to be maintained, continuously in force at all times during the Term:

(a) Builders All Risk, during the construction period, and thereafter All Risk Property Damage Insurance, including flood, pollution on the Premises and all alterations, extensions and replacements thereof. Tenant shall cause the insurer(s) to waive all rights of subrogation against Landlord. Tenant hereby releases Landlord from any and all liability for damage or loss to the Premises and all alterations, extensions and replacements thereof, regardless of whether such damage or loss is caused by the negligence of Landlord or its Agents, as defined below, without regard to the amount of insurance proceeds recovered from the Tenant's insurer.

(b) Commercial General Liability Insurance, including premises/operations, independent contractors, products and completed operations, broad form contractual liability, broad form property liability, and underground, collapse, and explosion hazards coverages, in a combined single limit amount of \$1 million per occurrence and \$2 million in aggregate for damage, injury or death in, on, or about the Premises. The policy shall be endorsed to include Landlord as an additional insured, waive rights of subrogation against Landlord, and state that the insurance is primary and non-contributing with any coverage Landlord may carry.

(c) Excess Liability:

- (i) Injury/Property: \$10 million per occurrence
- (ii) The policy shall be written on an excess basis above the coverages described in the Employer's Liability, Commercial General Liability and Automobile Liability, and endorsed to include a waiver of subrogation in favor of Landlord.

(d) All of the foregoing policies in this Section 7.1 are collectively referred to as "Tenant's Policies."

7.2 Requirements of Tenant's Policies.

(a) Tenant's Policies shall be issued by insurers of recognized responsibility, reasonably acceptable to Landlord. At Tenant's election, Tenant's Policies may be provided under a blanket policy. Immediately following the Effective Date, Tenant shall deliver to Landlord a Certificate of Insurance issued to Landlord evidencing Tenant's Policies.

(b) None of the requirements contained herein as to types and limits of insurance coverage to be maintained by Tenant is intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant, notwithstanding requirements in agreements between Tenant and any third parties. Landlord shall have no responsibilities for insurance deductibles or self-insured retentions.

Article VIII: UTILITIES

8.1 Tenant, at its sole cost and expense, shall obtain all utility facilities and services required by Tenant to develop, maintain and operate the Premises. If an easement on the Premises or other property owned by Landlord is needed in order to provide utility facilities or services to the Premises, Landlord shall grant the necessary easement, on terms and conditions reasonably acceptable to Landlord, to the requesting supplying company. Tenant shall pay all charges (including any connection charges) for utilities supplied to or consumed in or on the Premises. All utility services shall be in the name of Tenant.

Article IX: MAINTENANCE AND REPAIRS

9.1 Tenant, at its sole cost and expense, shall be responsible for the development, maintenance, repair and any replacement of improvements upon the Premises.

9.2 Tenant assumes full responsibility and liability for any and all aspects of the condition of the Premises and for any damages caused during the Term. Tenant's assumption of responsibility and liability includes any damage caused by the act or neglect of any officer, agent, employee, director, representative, contractor, subcontractor and supplier ("Agent" or "Agents") of Tenant on the Premises during the Term.

Article X: ENVIRONMENTAL PROVISIONS

10.1 Tenant shall, at Tenant's sole cost and expense:

(a) Comply and cause its Agents to comply with all Environmental Laws as they relate to the Tenant's use of the Premises.

(b) Promptly notify Landlord if Tenant receives notice of any claim relating in any way to the violation of any Environmental Law, or notification of the presence of a Recognized Environmental Condition (as defined by the American Society for Testing and Materials (ASTM)), with respect to the Premises.

10.2 Notwithstanding anything to the contrary in Section 10.1 of this Lease, Landlord shall promptly notify Tenant if Landlord receives notice of any claim relating in any way to the violation of any Environmental Law, or notification of the presence of a Recognized Environmental Condition, with respect to the Premises.

10.3 Prior to the Effective Date of this Lease, Tenant has conducted, with Landlord's approval, a Phase I investigation into the environmental condition of the Premises as defined by ASTM standards, generally consisting of site inspection, document review and interviews with knowledgeable personnel and regulatory agencies. The Phase I investigation disclosed no evidence of Recognized Environmental Conditions on the Premises and determined there was no current basis for recommending further environmental assessment of the Premises. The Parties each hereby represent that neither of them has knowledge of, or a reasonable basis to expect the existence of, any Recognized Environmental Conditions on the Premises as of the Effective Date. The foregoing notwithstanding, Landlord authorizes Tenant during the Term of this Lease to conduct any such additional investigations into the environmental condition of the Premises as Tenant may deem reasonable or necessary. In the event that any pollution or contamination of the Premises existing prior to the Effective Date is identified as a result of such investigation or is otherwise identified at any later time, Landlord and Tenant agree to negotiate in good faith toward a reasonable apportionment of the cost and expense to clean up promptly or otherwise remediate such condition in accordance with applicable standards under Environmental Law.

10.4 Notwithstanding any other provision of this Lease to the contrary, Landlord's and Tenant's obligation under this Article 10 shall survive the expiration or termination of the Term, the discharge of all other obligations between the Parties, and any transfer of title to the Premises.

Article XI: INDEMNITY

11.1 Scope of Indemnity.

(a) Tenant hereby agrees to indemnify, hold harmless and defend (collectively the obligation of "Indemnity"), at Tenant's sole cost and expense, Landlord and its representatives (collectively the "Indemnified Persons") from and against any and all claims for any loss or damage suffered or incurred by any person including Agents of Tenant or of any Indemnified Person (collectively "Claimants") and sought to be recovered or obtained from or imposed upon or owed by any Indemnified Person, if the claim arises out of or results from or is caused by:

- (i) Tenant's occupancy or use of the Premises, including without limitation, any activity conducted within the Premises by Tenant.
- (ii) The condition of the Premises after the Effective Date.
- (iii) Any negligent act or omission of Tenant or Tenant's Agents.
- (iv) Any breach or violation of any covenant or obligation of the Tenant under this Lease.

(b) Tenant's indemnity obligations hereunder shall apply notwithstanding the existence of joint, concurrent or contributing fault or negligence by a particular Indemnified Person; provided, however, that in the case of contributing gross negligence or intentional misconduct by said Indemnified Person, Tenant's indemnity obligations hereunder shall be limited to the proportionate fault of Tenant and Tenant's Agents.

11.2 Tenant shall be entitled to control all aspects of the resolution of a claim with respect to which Tenant has undertaken Indemnity, except if a conflict of interest between Tenant and any Indemnified Person is reasonably apparent from the facts and circumstances underlying the claim, the Indemnified Person may retain separate counsel to defend against the claim at Tenant's cost.

Article XII: REPRESENTATIONS AND WARRANTIES

12.1 Landlord Representations and Warranties.

(a) Landlord represents and warrants that (i) it has full power and lawful authority to enter into this Lease, (ii) the execution, delivery and performance by Landlord of this Lease have been duly authorized by all necessary actions on the part of Landlord, and such execution, delivery and performance will not violate or constitute a default under any statute, regulation or local ordinance applicable to Landlord, or result in the creation of any lien upon any of the properties of Landlord under any mortgage, indenture, loan agreement or other agreement or contract to which Landlord is a party or by which its properties may be bound, and (iii) this Lease has been duly executed and delivered by duly authorized representatives of Landlord, and, assuming the due authorization, execution and delivery thereof by Tenant, constitutes the valid and legally binding obligation of Landlord enforceable in accordance with its terms, except to the extent limited by sovereign immunity and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(b) Landlord represents and warrants with respect to the Premises, that, to its actual knowledge without investigation, (i) there is no alleged or actual violation of any environmental laws, and no environmental claim or environmental lien threatened against Landlord or against the Premises, and (ii) there does not exist any mortgage on any part of the Premises.

12.2 Tenant Representations and Warranties.

(a) Tenant represents and warrants that (i) it is a non-profit electric cooperative duly organized, validly existing and in good standing under the laws of the state of Texas and has full power and lawful authority to enter into this Lease, (ii) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all necessary actions on the part of Tenant, and such execution, delivery and performance will not violate any law, rule, regulation or order binding upon Tenant or contravene the provisions of, or constitute a default under Tenant's organizational

documents, and (iii) this Lease has been duly executed and delivered by duly authorized representatives of Tenant, and, assuming the due authorization, execution and delivery thereof by Landlord, constitutes the valid and legally binding obligation of Tenant enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

Article XIII: TAXES

13.1 In lieu of real property taxes on the land constituting the Premises, Tenant agrees to make Ground Rent payments to Landlord in accordance with Article III of this Lease. No real property taxes shall be levied or assessed by the Landlord on the land constituting the Premises during the Term of the Lease, or any extensions thereof.

13.2 As part of the consideration for this Lease, Tenant shall pay all lawful taxes, assessments, and other governmental charges in the nature thereof, general and special, ordinary and extraordinary, of every kind and nature whatsoever (each a "Tax" and collectively "Taxes"), which may be levied, assessed or imposed upon the improvements constructed or placed on the Premises after the Effective Date which are part of, or associated with, the FERC-licensed project. Nothing herein shall preclude or limit the right of Tenant to apply for or benefit from a tax abatement pursuant to any applicable law or ordinance, including without limitation the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code).

13.3 Tenant shall have the right to contest or review any and all Taxes by legal proceedings or in such manner as Tenant in its reasonable opinion shall deem advisable, which proceedings or other steps taken by Tenant shall be conducted diligently at its own expense.

Article XIV: SUBLEASING AND ASSIGNMENT

14.1 This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto. Tenant, without the approval of Landlord, may assign, transfer, mortgage or pledge its rights and obligations under this Agreement to create a security interest for the benefit of its lenders, including the United States of America, acting through the Administrator of the Rural Utilities Service (the "Administrator"). Thereafter, the Administrator, without the approval of such other Parties, may (a) cause Tenant's rights and obligations under this Agreement to be sold, assigned, transferred or otherwise disposed of to a creditworthy third party pursuant to the terms governing such security interest, or (b) if the Administrator first acquires Tenant's rights and obligations under this Agreement pursuant to 7 U.S.C. § 907, sell, assign, transfer or otherwise dispose of such rights and obligations to a creditworthy third party; provided, however, that in either case (i) Tenant is in default of its obligations to the Administrator that are secured by such security interest and the Administrator had given the other Parties to this Agreement notice of such default; and (ii) the Administrator has given the other Parties to this Agreement thirty (30) days prior notice of its intention to sell, assign, transfer or otherwise dispose of such rights and obligations indicating the identity of the creditworthy third-party assignee or purchaser. Without the consent of Landlord, no such permitted sale, assignment, transfer or other disposition shall release or discharge Tenant from its obligations under this Agreement, which consent shall not unreasonably be withheld or delayed.

14.2 Tenant has the additional right to sell, assign, transfer or otherwise dispose of its rights and obligations under this Agreement to a third party if the third party has acquired a part or whole interest in the FERC-Licensed Project and the FERC has approved a transfer, in whole or in part, of the FERC License from ETEC to said third party; *provided* that any transfer or assignment of this Agreement or the rights conveyed hereunder shall conform with any then-applicable State or federal laws and regulations.

14.3 No other transfer or assignment of all or any part of this Agreement or any rights, or obligations under it, by any Party shall become effective without the prior written consent of: (i) the other Party, which consent shall not be unreasonably withheld or delayed; (ii) TPWD; (iii) NPS; and (iv) FERC. Any attempted transfer or assignment in violation of this Article XIV shall be null and void.

14.4 Any permitted transferee or assignee of the rights of a Party shall be subject to all terms and conditions of this Agreement to the same extent as though such transferee or assignee were an original Party.

Article XV: DEFAULT

15.1 The occurrence of any of the following shall constitute a "Default":

(a) Failure to pay any other sum of money timely as required under the Lease, provided, however, that the non-Defaulting Party may not exercise any of its remedies on account of such Default without first affording notice of such Default to the other Party and a period of thirty (30) days after such notice within which to cure such Default.

(b) Violation of or failure to perform any other material obligation under this Lease, provided, however, that the non-Defaulting Party may not exercise any of its remedies on account of such Default without first affording notice of such Default to the other Party and a period of sixty (60) days after such notice within which to cure such Default. If the Default cannot be reasonably cured within sixty (60) days, the non-Defaulting Party shall not exercise any of its remedies on account thereof if the Defaulting Party commences to cure the Default within the last ten (10) days of such sixty (60) day period and diligently and in good faith continues to cure the Default thereafter, provided that the cure period shall in no event extend beyond one hundred twenty (120) days without the Parties mutual consent.

15.2 In the event of a Default that is not cured within the applicable periods set forth above in Section 15.1, the non-Defaulting Party may pursue any remedies available at law or in equity, including specific performance and injunctive relief.

Article XVI: CASUALTY

16.1 In the event of the total or constructive total loss by casualty of the Generating Station, Tenant shall have the option to apply to FERC for a surrender of the FERC License in

lieu of repairing, rebuilding or restoring the Generating Station. In the event the FERC License is surrendered following such total or constructive total loss of the Generating Station, this Lease shall be terminated pursuant to section 2.3 of this Lease. In the event of such termination, Tenant shall leave in place any improvements, including access roads, associated with the recreational development on the Recreational Parcel, and shall enter the Premises to remove any above-grade improvements on the Generating Parcel. In the event of termination, Tenant shall make any repairs or improvements to any unremoved below-grade improvements on the Generating Parcel necessary for the Premises to comply with then-applicable county, state or federal laws or regulations, as provided by Article XI hereof.

16.2 If any casualty occurs during the Term of this Lease, Tenant shall be entitled to the entirety of the insurance proceeds relating to the loss of, or damage to, the Premises, and Landlord shall not be entitled to any part thereof.

Article XVII: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; OTHER PROVISIONS

17.1 Landlord shall not grant or permit any liens, mortgages, encumbrances or other security interests encumbering, attaching to or affecting the Premises, provided that Landlord may grant a mortgage encumbering (a) the Landlord's reversionary interest in the Land and/or (b) Landlord's entire rights and obligations hereunder.

Article XVIII: ACCESS RIGHTS AND RESTRICTIONS

18.1 During the Preparation Period, Landlord shall not have access to the Premises except pursuant to terms agreed to by the Parties in advance of any proposed entry onto the Premises. Tenant shall not unreasonably withhold access.

18.2 During the Operational Period, Landlord and its authorized representatives shall have the right to enter the Recreation Parcel at any time that the public is permitted access to the Parcel.

18.3 During the Operational Period, Landlord shall have the right to enter the Generating Parcel only as follows: (i) Landlord and its authorized representatives shall comply with any safety requirements imposed by Tenant and any security requirements-imposed by Tenant such as requiring government-issued photographic identification, (ii) Tenant or its Agents shall have the right to accompany Landlord and its authorized representative, (iii) any such entry requires that the Landlord provide Tenant at least 24 hours' advance notice by telephone or electronic mail, and (iv) at no time during such entry shall Landlord interfere with the operation of the Generating Station or Tenant's use of the Generating Parcel for purposes authorized under this Lease.

18.4 Notwithstanding any other provision of this Lease, Tenant may, at all times during which the Premises are part of the FERC-Licensed Project, perform any and all acts on the Premises that may be required by a valid order of the FERC or its successor without prior approval from Landlord.

Article XIX: TITLE TO IMPROVEMENTS; WAIVER OF LANDLORD'S LIEN RIGHTS

19.1 Except as expressly provided below in this Section 19.1, title to the Generating Station and all associated improvements, replacements, additions; alterations, repairs, furniture, fixtures or equipment, whether considered real or personal property, now or hereafter erected upon, attached to or located in the Premises shall be vested in Tenant during the Term. During the Term, the Generating Station and associated improvements will at all times be and remain personal property and will not be or become an accession to the Premises, the title to the Project being separate and distinct from the title to the Premises. By notice given to Landlord following the expiration or sooner termination of this Lease (the date of said expiration or sooner termination being the "Lease Termination Date"), Tenant may enter onto the Premises and, at Tenant's sole expense, remove all improvements from the Premises; *provided*, that improvements made to the Recreation Parcel for public recreational purposes pursuant to an approved Recreation Plan under the FERC License shall become an accession to the Premises and shall not be removed following the Lease Termination Date without the written approval of all of the following: (i) Landlord; (ii) TPWD; and (iii) NPS.

19.2 Landlord waives and relinquishes any and all rights it may have under common or statutory law to place any landlord or other lien or encumbrance upon the Premises, Tenant's interest under this Lease, the Generating Station and all improvements, replacements, additions, alterations, repairs, furniture, fixtures or equipment, whether considered real or personal property, now or hereafter erected upon, attached to or located in the Premises. Without limiting the preceding sentence, any security interest or lien of Landlord in or to the Premises, Tenant's interest under this Lease, the Generating Station and all improvements, replacements, additions, alterations, repairs, furniture, fixtures or equipment, shall be junior and inferior to the lien and security interest of any Tenant Mortgage.

Article XX: DISPUTE RESOLUTION

20.1 In the event of any dispute, claim, question or disagreement arising from or relating to this Lease or the breach thereof, Landlord and Tenant shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If a dispute cannot be resolved in the ordinary course, it must be referred to senior executives for Tenant and Landlord for their consideration. For purposes of this Section 20.1, the designated senior executive of Landlord shall be the then-current County Judge; and the designated senior executive of Tenant shall be its then-current Manager. If the senior executives do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions or differences shall be submitted to mediation. The mediation shall be governed by the American Arbitration Association Commercial Mediation Rules. The place of mediation shall be Polk County, Texas. In the event mediation is unsuccessful, all parties may exercise their rights at law or equity under this Lease.

20.2 During the pendency of any dispute under the procedures set forth in Section 20.1, Tenant may not be evicted from the Premises.

Article XXI: WAIVER

21.1 Failure to strictly or promptly enforce any of the terms or conditions of this Lease shall not operate as a waiver of Landlord's or Tenant's rights, Landlord and Tenant expressly reserving the right always to enforce prompt performance of the other Party's obligations under this Lease.

Article XXII: NOTICES

22.1 Except as otherwise specifically provided in this Lease, all notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or dispatched by overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

LANDLORD:

County Judge
Polk County
101 West Church Street, Suite 300
Livingston, TX 77351

TENANT:

Manager
East Texas Electric Cooperative, Inc.
2905 Westward Drive
Nacogdoches, Texas 75961

22.2 Notices under this Lease shall be deemed given upon the earlier of the date of delivery, or the day upon which delivery is refused.

22.3 Any changes in the names or addresses set out in Section 22.1 above shall be through notice in conformity with the requirements of this Article 22.

Article XXIII: COMMISSION

23.1 The parties hereto acknowledge and agree that no agent's or broker's commission of any nature whatsoever is due or owing as a result of the execution of this Lease. If any agent or broker claims any right or entitlement to a commission on account of any agreement with either Party, that Party must indemnify the other in connection with such claims.

Article XXIV: ENTIRE AGREEMENT; AMENDMENT

24.1 This Lease constitutes the entire agreement between the Parties as to the subject matter contained herein, and all prior or contemporaneous oral or written understandings or agreements are included herein, and no other such prior or contemporaneous oral or written understandings or agreements shall in any manner derogate from or alter any of the terms and provisions hereof.

24.2 This Lease may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by both parties.

Article XXV: RECORDATION OF LEASE

25.1 Either Party may record this Lease in its entirety, or alternatively may execute and deliver a memorandum hereof, which is sufficient under applicable law to place third parties on notice of this Lease, and which the requesting Party may, at its expense, file and record in accordance with applicable law.

Article XXVI: SEVERABILITY

26.1 In the event any part or parts of this Lease are held to be unenforceable or invalid for any reason, it is agreed that the remaining portions of this Lease shall remain in full force and effect.

Article XXVII: GOVERNING LAW; NO JURY TRIAL

27.1 This Lease shall be construed and interpreted in accordance with the laws of the State of Texas.

Article XXVIII: MISCELLANEOUS

28.1 All section headings or title in this Lease are inserted for convenience only and are not to be given any effect in the interpretation or construction of this Lease.

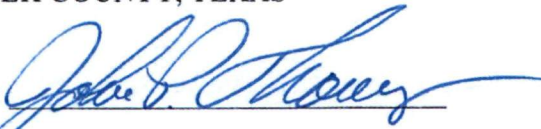
28.2 This Lease may be executed in counterparts, all of which together shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all such Parties are not signatories to the same counterpart.

28.3 To the extent consistent with applicable laws, regulations, ordinances, existing contractual obligations, and Project financing instruments, Tenant will use all commercially reasonable efforts to promote the employment and utilization of local residents, contractors, and vendors, including specifically Polk County residents, contractors and vendors, for the construction, operation and maintenance of the Project, including but not limited to the Generating Station and the Recreation Parcel.

THUS DONE AND SIGNED by the Parties hereto in multiple originals on the dates indicated below.

LANDLORD:

POLK COUNTY, TEXAS

By: 

Its: County Judge

TENANT:

**EAST TEXAS ELECTRIC COOPERATIVE,
INC.**

By: _____

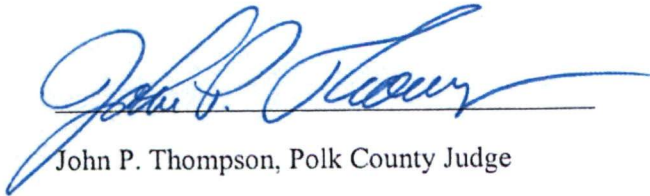
Its: _____

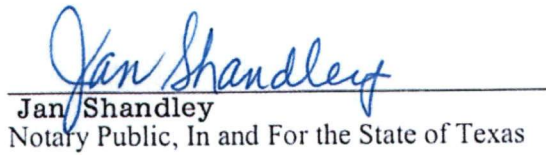
POLK COUNTY CERTIFICATE OF ACKNOWLEDGEMENT

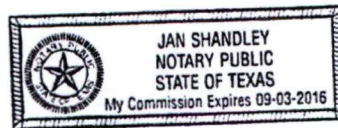
State of Texas

County of Polk

This instrument was acknowledged before me on January 14, 2014 by John P. Thompson as County Judge of Polk County, Texas.


John P. Thompson, Polk County Judge


Jan Shandley
Notary Public, In and For the State of Texas



My Commission Expires: 09-03-2016

EAST TEXAS ELECTRIC COOPERATIVE, INC.
CERTIFICATE OF ACKNOWLEDGEMENT

State of Texas

County of _____

This instrument was acknowledged before me on January __, 2014 by _____, President of the East Texas Electric Cooperative, Inc., a Texas corporation organized under the Electric Cooperative Corporation Act, Tex. Util. Code §§ 161.001 et seq., on behalf of said corporation.

President, East Texas Electric Cooperative, Inc.

Notary Public, In and For the State of Texas

My Commission Expires: _____.

Exhibit A

TRACT I: A tract of land situated in the State of Texas, County of Polk and a part of the William Pace Survey, A-60, and being 13.35 acres out of the Southwestern part of the R. B. Barton Estate residue as shown on the City of Houston Drawing No. A-1-101, Titled Property Plat. This tract is a part of the proposed Polk County 20 acre Public Park and said 13.35 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod being the most western corner of said R. B. Barton Estate residue tract and also being the most southern corner of the S. Barton Estate residue tract, said point of beginning has Lambert Grid coordinates of Y=390,301.58 and X=3,674,103.77.

THENCE N. 47°37' E. 633.68 feet along the common line between said R. B. Barton Estate and S. Barton Estate to a point on the east line of said Polk County Park site.

THENCE S. 30°15' E. 1,058.57 feet across and severing said R.B. Barton Estate Residue tract to a point on the common line between the R. B. Barton Estate and Wayne R. Baker.

THENCE S. 69°31' W. 628.63 feet along said common property line to a 5/8" iron rod on the city of Houston and Trinity River Authority fee acquisition line.

THENCE N. 30°15' W. 818.73 feet along said fee acquisition line to the place of beginning and containing within these bounds 13.35 acres of land.

TRACT II: A tract of land situated in the State of Texas, County of Polk and a part of the William Pace Survey, A-60, and being 6.65 acres out of the Southern part of the S. Barton Estate residue as shown on the City of Houston drawing No. A-2-102, Titled Property Plat. This tract is a part of the proposed Polk County Public Park and said 6.65 acre tract is more particularly described by metes and bounds as follows:

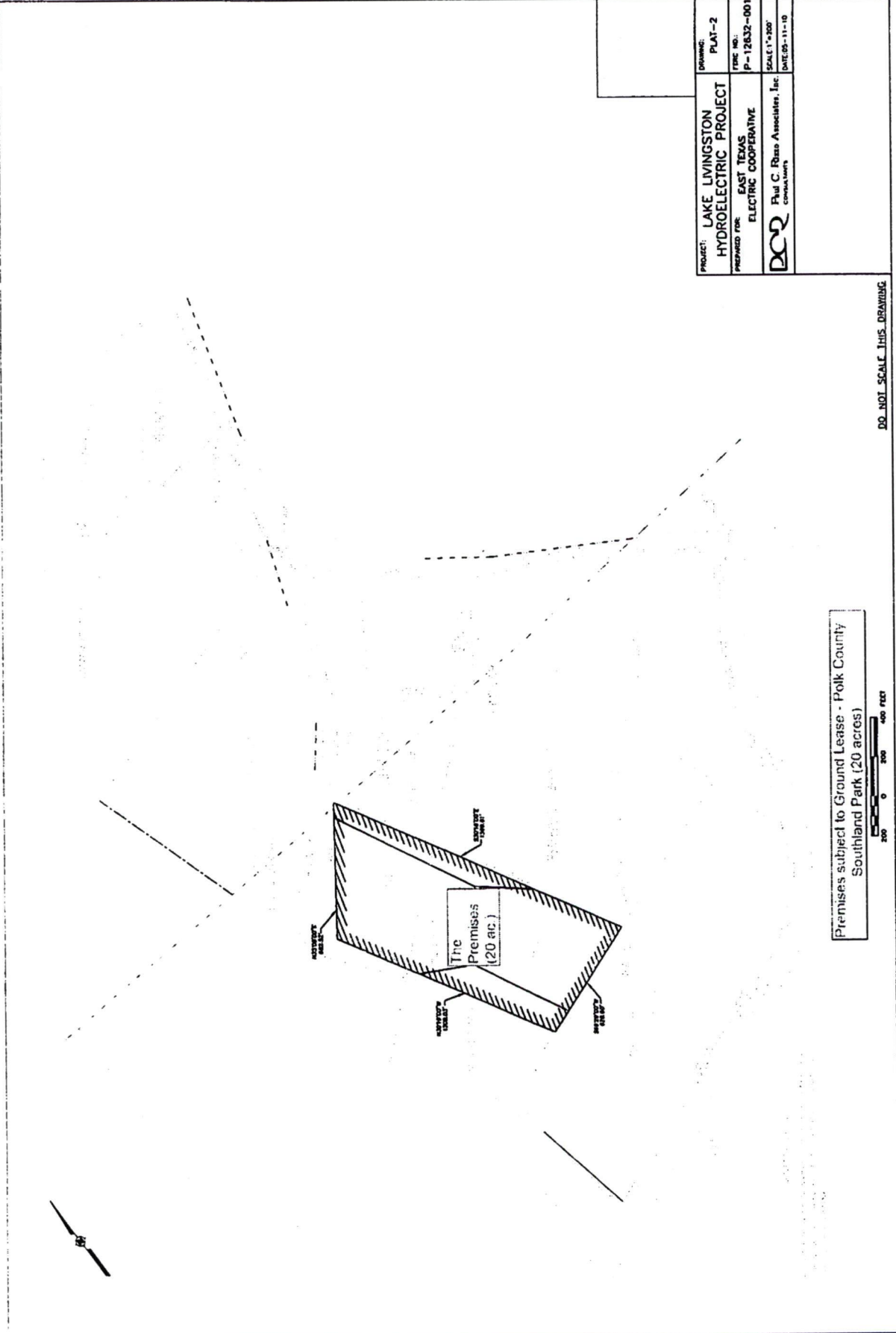
BEGINNING at a 5/8" iron rod being the most southern corner of said S. Barton Estate residue tract and also being the most western corner of the R. B. Barton Estate residue tract, said point of beginning has Lambert Grid coordinates of Y=390,301.58 and X=3,674,103.77 as shown on said city of Houston property plat. THENCE N. 47°37' E. 633.68 feet along the common line between said S. Barton Estate and R. B. Barton Estate to a point on the east line of said Polk County Park site.

THENCE N. 30°15' W. 543.17 feet across and severing said S. Barton Estate residue tract to a point on the City of Houston and Trinity River Authority fee acquisition line.


THENCE S. 35°06' W. 681.63 feet and S. 30°15' E. 392.08 feet along said City of Houston and Trinity River Authority fee acquisition line to the place of beginning and containing within these bounds 6.65 acres of land.

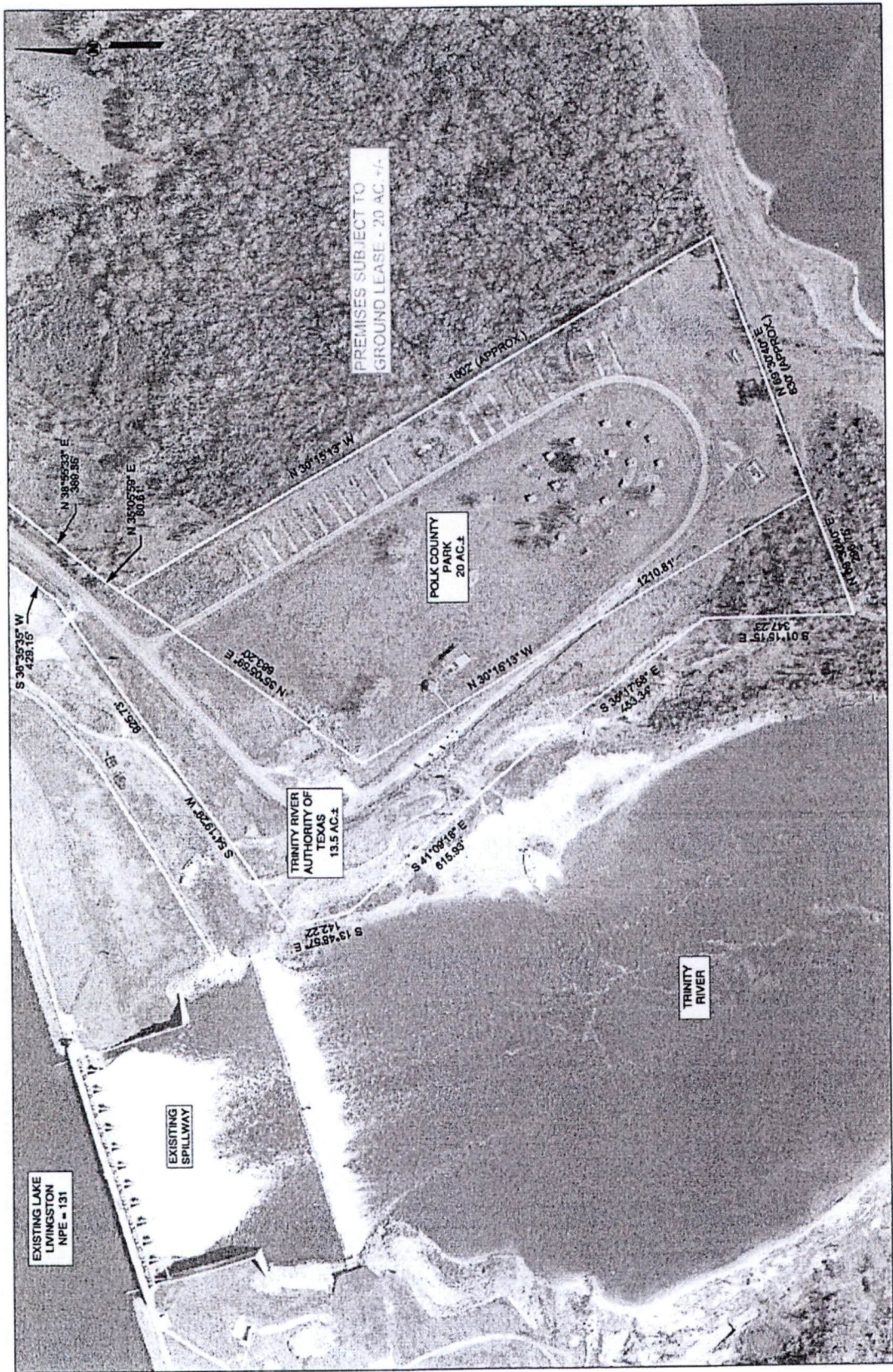
As described in a deed from Ross Hightower, Trustee to County of Polk, dated October 14, 1969 and recorded in Volume 241, Page 722 in the deed records of Polk County, Texas.

1:1
 DRAWN BY C.L.M.
 CHECKED BY
 APPROVED BY
 5-11-10
 CAD FILE NUMBER 06-3645-E46(M)



Premises subject to Ground Lease - Polk County
 Southland Park (20 acres)

PROJECT:	LAKE LIVINGSTON HYDROELECTRIC PROJECT	DATE:	PLAT-2
PREPARED FOR:	EAST TEXAS ELECTRIC COOPERATIVE	FIG. NO.:	P-12632-001
 Paul C. Rizzo Associates, Inc. CONSULTANTS		SCALE:	1"=200'
			DATE: 05-11-10



SOUTHLAND PARK EXHIBIT



NO.	1
DRAWN	CL.M.
BY	09-09-09
CHECKED BY	
APPROVED BY	
NUMBER	06-3645-E37
CAD FILE	

Exhibit B

**"METES & BOUNDS" DESCRIPTION
THOMAS BRADLEY SURVEY, A-98
WILLIAM PACE SURVEY, A-60
POLK COUNTY, TEXAS
1.965 ACRES
Polk County/ETEC**

**FIELDNOTES TO 1.965 ACRES OF LAND AS SITUATED IN THE THOMAS BRADLEY, A-98
(0.004 ACRE) AND THE WILLIAM PACE, A-60 (1.961 ACRES), SURVEYS, POLK COUNTY,
TEXAS, AND BEING OUT OF THAT CERTAIN 6.65 ACRES DESCRIBED AS TRACT II IN DEED
TO POLK COUNTY, TEXAS RECORDED IN VOLUME 241, PAGE 721 OF THE DEED RECORDS
OF SAID POLK COUNTY, TEXAS. SAID 1.965 ACRES BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

BEGINNING at a concrete monument found for the north corner of this and of said 6.65 acre tract, same being the west corner of the Sasparilla Barton Estate 14.511 acre residue of 72.0 acres described in Volume 146, Page 496 of said deed records and being on the southeast line of the Trinity River Authority 70.62 acres described as Cause No. 11 in Judgment recorded in Volume 211, Page 349 of said deed records;

THENCE: S 30° 16' E 178.20 Ft., with the northeast line of said 6.65 acres and with the upper southwest line of said 14.511 acres, to a ½ Inch iron rod set for the east corner of this tract;

THENCE: S 41° 53' W 539.15 Ft., on a line within said 6.65 acres, to a ½ inch iron rod set for the point of curvature of a curve to the left;

THENCE: SOUTHWESTERLY 130.03 Ft., continuing within said 6.65 acres, in a curve having a central angle of 31° 02' 30", a radius of 240.00 Ft. and a long chord bearing S 26° 21' 45" W 128.44 Ft. to a ½ inch iron rod set for the south corner of this tract on a lower northeast line of said 70.62 acres, same being on the southwest line of said 6.65 acres;

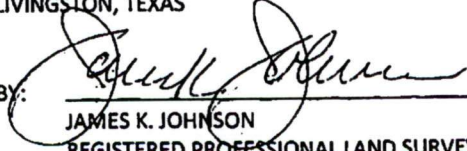
THENCE: N 30° 19' W 129.99 Ft., with said 70.62 acre lower northeast line and 6.65 acre southwest line, to a concrete monument found for the west corner of this and of said 6.65 acre tract, same being an interior corner of said 70.62 acres;

THENCE: N 35° 08' E 682.52 Ft., with a southeast line of said 70.62 acres, to the **PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 1.965 ACRES OF LAND.**

The bearings recited herein are based on Lambert Projection for Texas, Central zone (NAD27). All corners referred to as "½ inch iron rod set" have a cap stamped "LSMC PLS 1962". This description was prepared from an actual survey made on the ground under my supervision in July, 2012.

LIVINGSTON SURVEYING & MAPPING CORPORATION
LIVINGSTON, TEXAS

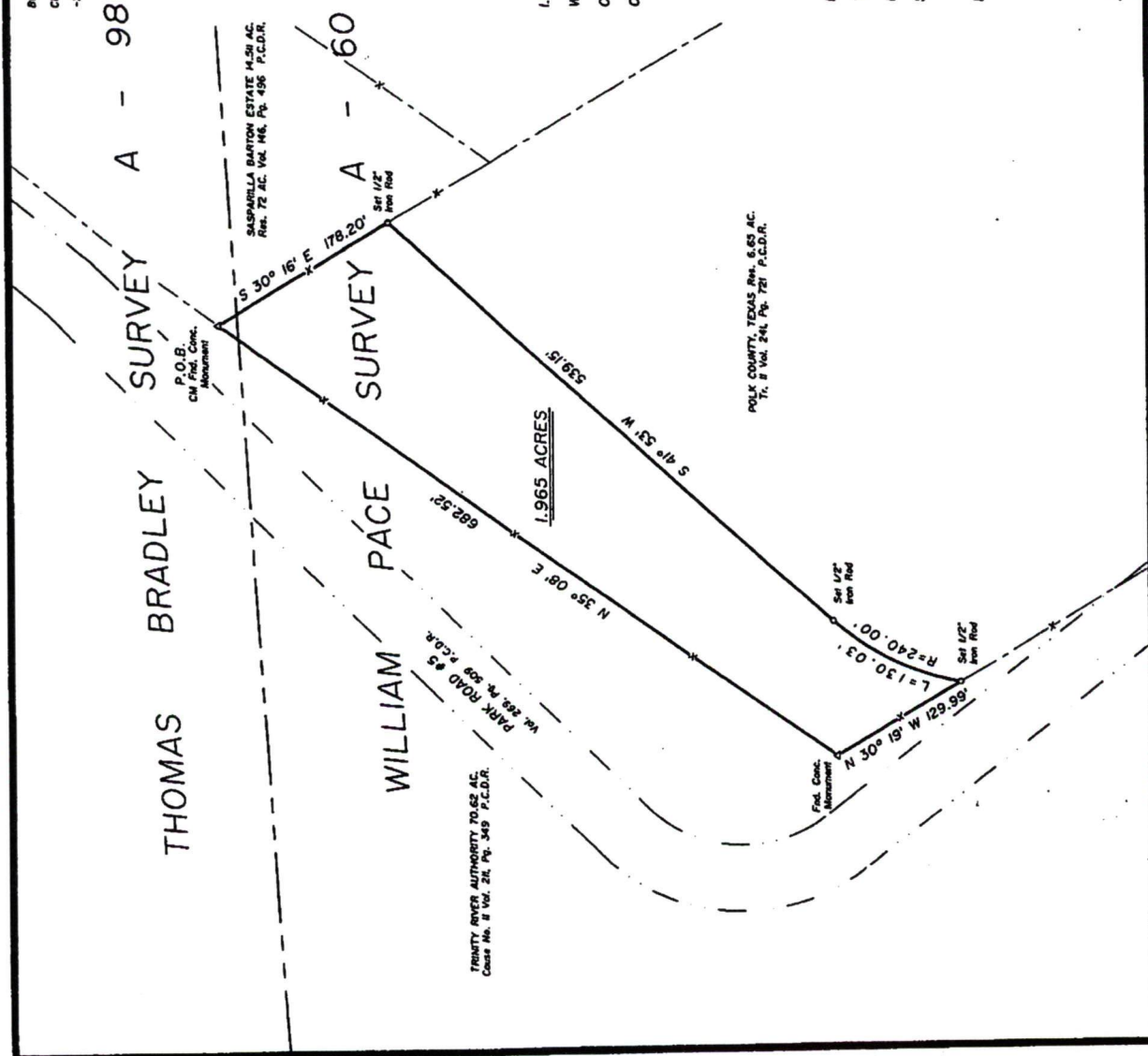
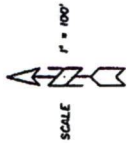
BY:



JAMES K. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 1962



BEARINGS ARE BASED ON LAMBERT PROJECTION FOR TEXAS, CENTRAL ZONE (NAD83).
 CM DENOTES CONTROLLING MONUMENT.
 -X- DENOTES FENCE LINE.



◦ SURVEY PLAT SHOWING ◦
 1.965 ACRES OF LAND AS SITUATED IN THE THOMAS BRADLEY, A-98 (0.004 ACRE) AND THE WILLIAM PACE, A-60 (1.961 ACRES), SURVEYS, POLK COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 6.65 ACRES DESCRIBED AS TRACT II IN DEED TO POLK COUNTY, TEXAS, AS RECORDED IN VOLUME 241, PAGE 721 OF THE DEED RECORDS OF SAID POLK COUNTY, TEXAS.

I, JAMES K. JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR No. 1962, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY SHOWN HEREON AND IS TRUE AND CORRECT.
 SURVEYED: JULY, 2012



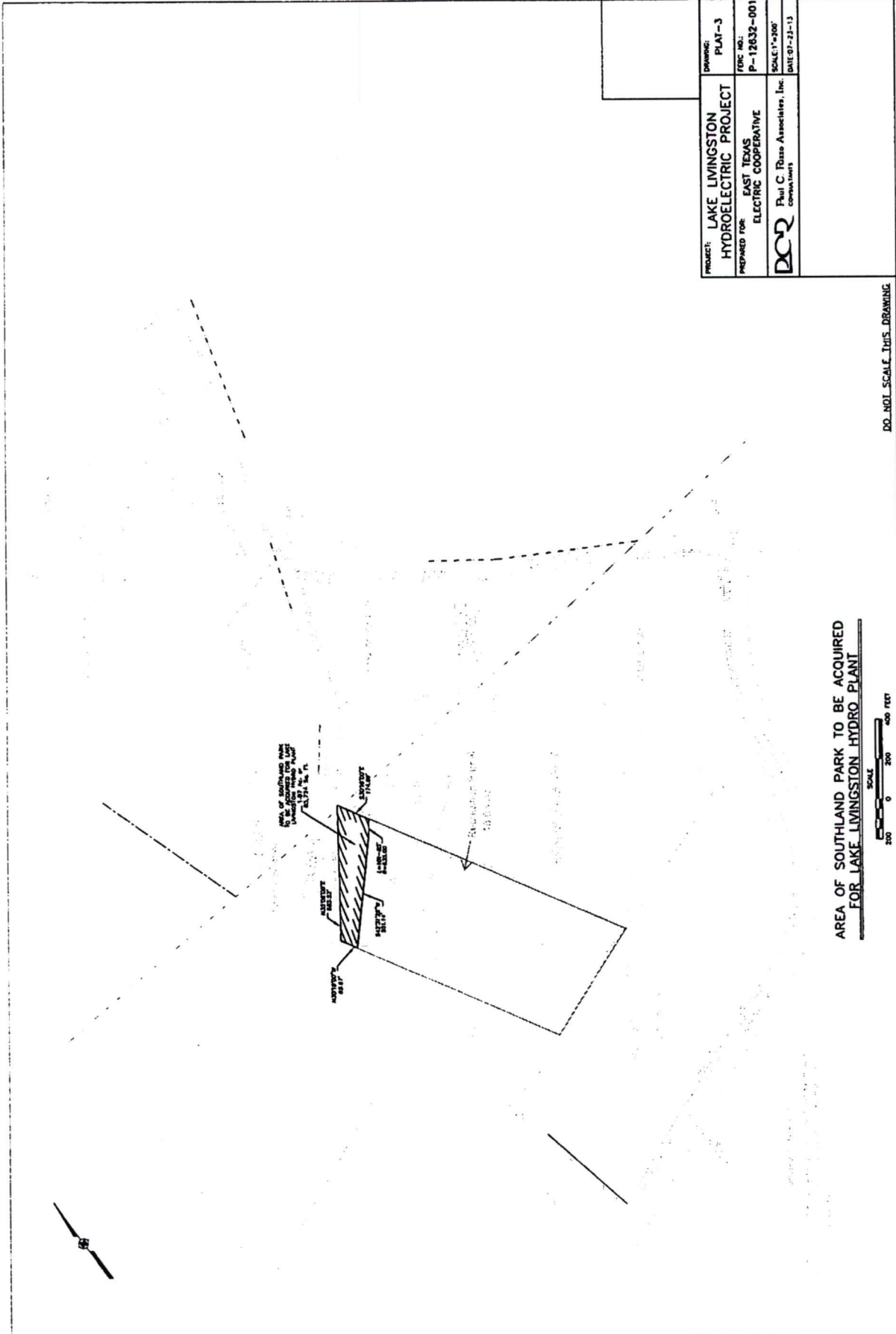
BY: *James K. Johnson*
 JAMES K. JOHNSON, R.P.L.S. No. 1962, TEXAS

COPYRIGHT 2002 LIVINGSTON SURVEYING & MAPPING CORPORATION. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND IT IS NOT TO BE REPRODUCED, ALTERED OR REUSED FOR ANY SUBSEQUENT TRANSACTION.

Livingston SURVEYING & MAPPING P.O. BOX 900, LIVINGSTON, TEXAS 77351 936/287-1308

Exhibit C

CAD FILE 06-3645-E46(M)
 NUMBER
 DRAWN BY
 C.L.M.
 CHECKED BY
 APPROVED BY
 07-23-13



AREA OF SOUTHLAND PARK TO BE ACQUIRED
 FOR LAKE LIVINGSTON HYDRO PLANT



DO NOT SCALE THIS DRAWING

PROJECT:	LAKE LIVINGSTON HYDROELECTRIC PROJECT	DRAWING:	PLAT-3
PREPARED FOR:	EAST TEXAS ELECTRIC COOPERATIVE	FIDIC NO.:	P-12632-001
		SCALE:	1"=200'
		DATE:	07-23-13

DCI
 Paul C. Rouse Associates, Inc.
 CONSULTANTS

Aerial Map

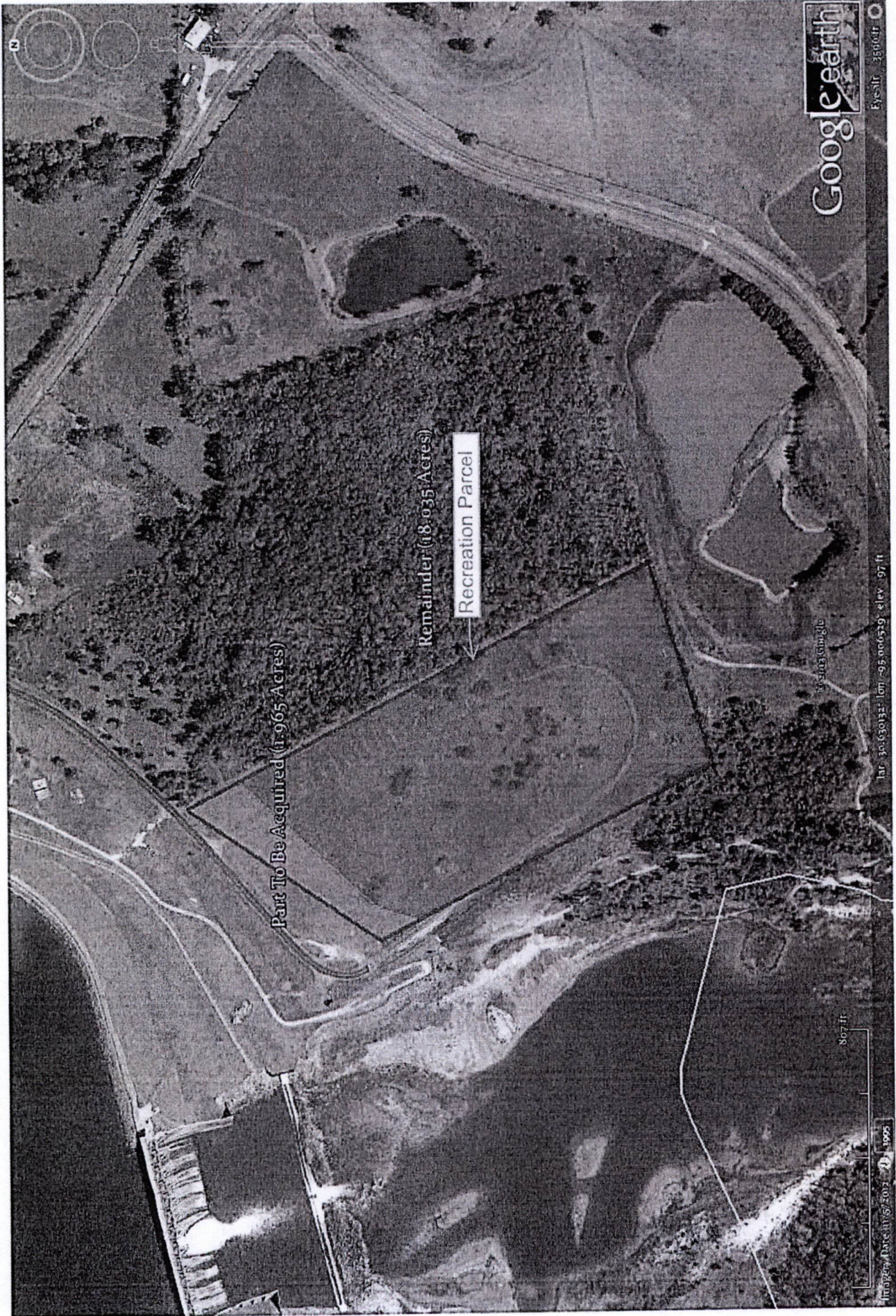
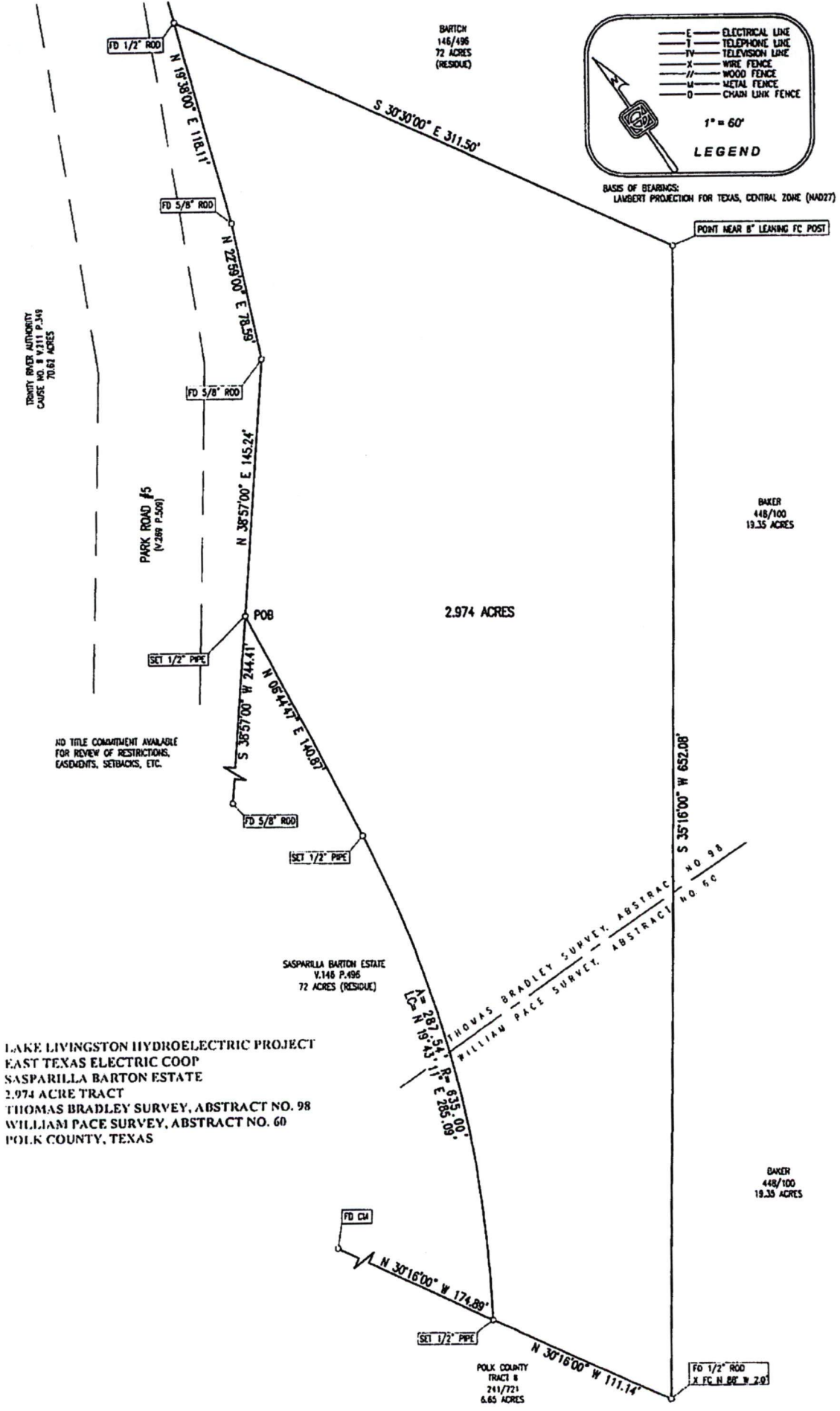


Exhibit D



—E—	ELECTRICAL LINE
—T—	TELEPHONE LINE
—TV—	TELEVISION LINE
—X—	WIRE FENCE
—//—	WOOD FENCE
—M—	METAL FENCE
—O—	CHAIN LINK FENCE

1" = 60'

LEGEND

BASIS OF BEARINGS:
LAMBERT PROJECTION FOR TEXAS, CENTRAL ZONE (NAD27)

BARTON
146/496
72 ACRES
(RESIDUE)

BAKER
448/100
19.35 ACRES

2.974 ACRES

SASPARILLA BARTON ESTATE
V.148 P.496
72 ACRES (RESIDUE)

LAKE LIVINGSTON HYDROELECTRIC PROJECT
EAST TEXAS ELECTRIC COOP
SASPARILLA BARTON ESTATE
2.974 ACRE TRACT
THOMAS BRADLEY SURVEY, ABSTRACT NO. 98
WILLIAM PACE SURVEY, ABSTRACT NO. 60
POLK COUNTY, TEXAS

POLK COUNTY
TRACT 8
241/721
6.65 ACRES

BAKER
448/100
19.35 ACRES

TRINITY RIVER AUTHORITY
COUSE NO. 1 V.111 P.349
70.81 ACRES

PARK ROAD #5
(N.28th P.500)

NO TITLE COMMITMENT AVAILABLE
FOR REVIEW OF RESTRICTIONS,
EASEMENTS, SETBACKS, ETC.

LAKE LIVINGSTON HYDROELECTRIC PROJECT
EAST TEXAS ELECTRIC COOP
SASPARILLA BARTON ESTATE
2.974 ACRE TRACT
THOMAS BRADLEY SURVEY, ABSTRACT NO. 98
WILLIAM PACE SURVEY, ABSTRACT NO. 60
POLK COUNTY, TEXAS

BEING all that certain tract or parcel of land lying and situated in Polk County, Texas, out of the THOMAS BRADLEY SURVEY, ABSTRACT NO. 98 and the WILLIAM PACE SURVEY, ABSTRACT NO. 60 and being a part or portion of that certain 72.0 acre tract described and set aside in a Judgement to Sasparilla Barton dated August 11, 1933 and recorded in Volume 146 on Page 496 of the Deed Records of Polk County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel being described by metes and bounds as follows, to-wit:

BEGINNING N 35° 08' 00" E 82.10 feet and N 38° 57' 00" E 244.41 feet from the North corner of that certain 6.65 acre tract described as Tract II in a deed from Ross Hightower, trustee to Polk County, Texas, dated October 14, 1969 and recorded in Volume 241 on Page 721 of the Deed Records of Polk County, Texas, a 1/2" pipe set for corner in the Southeast boundary line of that certain 70.62 acre tract described in Cause No. II in a judgement to the Trinity River Authority dated October 29, 1965 and recorded in Volume 211 on Page 349 of the Deed Records of Polk County, Texas;

THENCE three calls with the Southeast boundary line of the said 70.62 acre tract as follows:

- (1) N 38° 57' 00" E 145.24 feet, a 5/8" rod found for corner;
- (2) N 22° 59' 00" E 78.59 feet, a 5/8" rod found for corner;
- (3) N 19° 38' 00" E 118.11 feet, a 1/2" rod found for corner;

THENCE S 30° 30' 00" E severing the aforesaid referred to 72.0 acre tract, at 311.50 feet a North corner of that certain 19.35 acre tract described in a deed from Virness Barton to Wayne Baker dated December 2, 1983 and recorded in Volume 448 on Page 100 of the Deed Records of Polk County, Texas, a point for corner near a leaning 8" fence corner post;

THENCE S 35° 16' 00" W with a Northwest boundary line of the said 19.35 acre tract, at 652.08 feet a West corner of the said 19.35 acre tract, a 1/2" rod found for corner in the Northeast boundary line of the aforesaid 6.65 acre tract;


THENCE N 30° 16' 00" W with the Northeast boundary line of the said 19.35 acre tract, at 111.14 feet a 1/2" pipe set for corner witnessed by a concrete monument found for the North corner of the said 6.65 acre tract bearing N 30° 16' 00" W 174.81 feet;

THENCE two calls severing the aforesaid 72.0 acre tract as follows:

- (1) Southwesterly with a 09° 21' 03" curve to the left (Central Angle = 25° 56' 41" Radius = 635.00 with Long Chord Bearing and Distance = N 19° 43' 11" E 285.09 feet), at 287.54 feet a 1/2" pipe set for corner;
- (2) N 06° 44' 47" E, at 140.87 feet the point and place of beginning and containing 2.974 acres of land, more or less.

Basis of Bearings: Lambert Projection for Texas, Central Zone (NAD27).

EVERETT GRIFFITH, JR. & ASSOCIATES, INC.
Engineering and Surveying


Michael G. Parker (signature in blue ink)
Registered Professional Land Surveyor No. 4527
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August 15, 2013