

Hernandez, Amanda

From: Pantalion, Joe
Sent: Tuesday, July 26, 2022 4:44 PM
To: Mattingly, Shannon; Hernandez, Amanda; Hjorth, Tyler
Cc: Reyes, Stephanie
Subject: FW: [EXTERNAL] Vistra/Hays Power Plant Request to Deny Ordinance 2022-44 and Ordinance 2022-45 on Second Reading August 2
Attachments: Hays_2022-02-01_N_22004858_V_OPR RECORDED.pdf; Hays_2022-01-31_N_22004594_V_OPR Recorded.pdf

FYI – please add to packet.



Joe Pantalion, PE

Assistant City Manager | City Manager's Office
630 E Hopkins, San Marcos, TX 78666
512.393.8106

Please take a moment to complete the City of San Marcos [Customer Satisfaction Survey](#).

From: Watson, Brad <Brad.Watson@luminant.com>
Sent: Tuesday, July 26, 2022 4:39 PM
To: Baker, Maxfield <MBaker@sanmarcostx.gov>; Gonzales, Saul <SGonzales2@sanmarcostx.gov>; Garza, Alyssa <AGarza@sanmarcostx.gov>; Scott, Shane <SScott@sanmarcostx.gov>; Gleason, Mark <mgleason@sanmarcostx.gov>; Prather, Jude <JPrather@sanmarcostx.gov>; Hughson, Jane <JHughson@sanmarcostx.gov>
Cc: Reyes, Stephanie <SReyes@sanmarcostx.gov>; Council Members Mail Group <CouncilMembers@sanmarcostx.gov>
Subject: [EXTERNAL] Vistra/Hays Power Plant Request to Deny Ordinance 2022-44 and Ordinance 2022-45 on Second Reading August 2

Dear Mayor Hughson and San Marcos City Councilmembers,

As requested by Tyler Hjorth, San Marcos Director of Utilities, Vistra provided information to the City this afternoon on questions about operations at the Hays Power Plant as they relate to proposals to annex and rezone property adjacent to the plant for residences.

Vistra, owner and operator of the Hays Power Plant, respectfully asks that you deny the proposals when they come before you for the second reading on August 2. Our reasons are explained below and in particular in the attached Deed Covenants that cover the property in question and were signed by the developer when he purchased the property.

As the top elected officials and ultimate decision makers on land use policy for the City, I wanted to make sure you have all the information you need to make a fully informed decision. Should you have any questions or need more information, our company stands ready to assist you.

Vistra and the men and women who work at Hays Power Plant are proud to be part of San Marcos. I look forward to talking with you in the days ahead.

Sincerely,



Brad Watson
Senior Director of Community Affairs
brad.watson@vistracorp.com

o 214.875.8010 | m 214.356.6550

Vistra
Dynegy
Luminant
TXU Energy
Homefield Energy

From: Watson, Brad

Sent: Tuesday, July 26, 2022 3:40 PM

To: Hjorth, Tyler <THjorth@sanmarcostx.gov>; Rice, Jon <Jon.Rice@luminant.com>; Wiedenfeld, Kurt <Kurt.Wiedenfeld@vistracorp.com>; Rugeley, Will <WRugeley@sanmarcostx.gov>

Cc: Mattingly, Shannon <SMattingly@sanmarcostx.gov>

Subject: RE: Council Questions

Dear Mr. Hjorth,

Thank you for the information you sent regarding consideration by the San Marcos City Council to annex and rezone the 137-acre parcel adjacent to the Hays Power Plant. I sincerely appreciate you providing me the link for the agenda and video for the Council's July 5th meeting. For reasons I've yet to determine, Vistra only recently learned of the annexation and rezoning requests.

I want to address your questions. But at the outset, please be informed that Vistra, parent company of the Hays Power Plant, will formally oppose and ask the City Council to deny the proposed annexation ordinance and rezoning request of the property when the City Council considers the second reading on August 2. Please consider this Vistra's formal and respectful request to please address the Council in person when the agenda item comes up and prior to the vote at the August 2 meeting.

Vistra is a Fortune 275 integrated energy company based in Irving, Texas that owns and operates almost 60 power plants and energy storage facilities in 12 states and sells the electricity through its many retail brands. Vistra is the largest competitive power generator in the United States with a capacity of 39,000 megawatts, enough to power 20 million homes. You can learn more about Vistra here: www.vistracorp.com

Vistra purchased the Hays Power Plant in 2018. The combined cycle natural gas plant plays a critical role in powering Texas. At 1,047 megawatts, it can provide electricity to more than 523,000 homes in normal conditions. During the current heat wave, Hays has been running nearly full time.

Hays is among 20 plants we own and operate in Texas. What our company has learned in more than 130 years of operation is that the best locations for power plants are away from population centers, especially homes. As a vital industrial site, a power plant simply by nature of its operations can have higher noise and light levels. And when a plant trips, starts up or returns to service from maintenance, those events can be even louder.

Vistra shares the concern of those on the City Council and Planning and Zoning Commission asking whether allowing homes immediately adjacent to Hays Power Plant is appropriate land use policy. Both the USEPA and [TCEQ](http://www.tceq.texas.gov) are both increasingly scrutinizing environmental justice issues and the proximity of neighborhoods to power plants. Should the City Council decide to approve the pending annexation and rezoning requests allowing for the construction of affordable housing that may serve lower income households near the plant, it

would be inviting greater scrutiny of its actions here and in the future from those organizations that are focused on proximity to a power generation plant.

Regarding noise, prior to selling the land in January 2022 Vistra informed the buyer and asked that the subsequent buyer be told as well that the plant can be noisy in its operations.

Further, in the attached deed restrictions filed with Hays County when the land was sold, Vistra demanded, and developer Highlander Real Estate Partners agreed, for restrictive Covenants that forbid use of the 137 acres next to Hays **in any manner** “that would interfere with the continued use and operation” of the plant. I urge you to read the Covenants closely. While the Covenants do not generally prohibit development of a portion of the land for residential use, Vistra is concerned that the current proposed use of 470 single-family lots across the entire parcel would almost certainly interfere with Vistra’s continued operation of the plant.

To your questions about the transmission lines, noise, lighting, and general safety:

- LCRA is responsible for the transmission lines extending from Hays Power Plant
- Vistra has no record that the City of San Marcos has ever issued a citation to Hays Power Plant for alleged violation of noise or light ordinances
- Per Section 1.06 of the Tax Abatement Agreement Between the City of San Marcos and Hays Energy, the plant was built to conform with all applicable City ordinances and regulations
- Safety and environmental stewardship are Vistra’s top priorities as a company. Hays Power Plant operates under OSHA jurisdiction and in compliance with all TCEQ and EPA permits and regulations

Vistra believes the Hays Power Plant has been a good corporate citizen since it went online in 2002 providing jobs, paying millions of dollars in tax payments to the City of San Marcos (\$1.8 million over just the past two years) protecting freshwater resources through the use of reclaimed water from the City, and supporting the community with charitable donations, such as United Way of Hays County and, Hays County Food Bank.

We are committed to build on that record and look forward to the continued strong partnership with the City for decades to come.

Sincerely,



Brad Watson
Senior Director of Community Affairs
brad.watson@vistracorp.com

o 214.875.8010 | m 214.356.6550

Vistra
Dynegy
Luminant
TXU Energy
Homefield Energy

From: Hjorth, Tyler <THjorth@sanmarcostx.gov>

Sent: Friday, July 22, 2022 3:21 PM

To: Rice, Jon <Jon.Rice@luminant.com>; Wiedenfeld, Kurt <Kurt.Wiedenfeld@vistracorp.com>; Rugeley, Will <WRugeley@sanmarcostx.gov>; Watson, Brad <Brad.Watson@luminant.com>

Cc: Mattingly, Shannon <SMattingly@sanmarcostx.gov>

Subject: Council Questions

EXTERNAL EMAIL

Thanks for meeting yesterday. As promised, here are the list of specific questions that council is seeking answers to. If you can provide answers to these next week, that will go a long way to satisfying their needs and potentially eliminating the need for us to answers question during the August 2nd open session.

Transmission lines between Hays Energy and IH35

Whose lines are those?

How wide is the easement?

Can the developer safely build right up to the edge of the easement, or is there an additional buffer (and what is the buffer dimension, it there is one)?

What are the known health risks for residing immediately outside the easement or easement/buffer?

Noise levels and controls

What is the typical and the peak noise levels beyond the plant boundaries, particularly on the east side?

Are these within the City's noise ordinance limits? Or is there some overriding agreement or legislation that allows for higher noise levels? Is so, what are those limits?

Plant lighting

What is the impact of light levels on the areas outside plant property lines? (If you have a plant photometric distribution, that would be amazing !!) I don't think the concern is dark sky compliance, although if you have that this would be the time to crow about it. But the concern is for light level contribution in neighboring backyards.

General Safety

Educate us on the general environmental and safety concerns for developing the areas around the plant. Comparison to other industries may be helpful.

Is there a document or study that quantifies risks of living in close proximity (fire, explosion, spills, emissions, etc.)?

I think if we can get these answered well, we will be in good shape. Shannon – please give me a peer check on capturing all council's needs and interests. Hays team – please let me know if you have any questions or need clarification on any of these.

Thanks again. Everyone have a great weekend.



Tyler J. Hjorth, P.E.

Director | Utilities

630 E. Hopkins, San Marcos, TX 78666

512.393.8309

Please take a moment to complete the City of San Marcos [Customer Satisfaction Survey](#).

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CAUTION: This email is from an EXTERNAL source. Links or attachments may be dangerous. Click the Report Phishing button above if you think this email is malicious .

Upon recording, please return to:
Highlander SM One, LLC
2505 Allston Lane
Austin, TX 78746
Attn: John Maberry

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

DEED

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

THAT, ENGIE DEVELOPMENT, LLC, a Delaware limited liability company, whose address is 1360 Post Oak Blvd., Suite 400, Houston, TX 77056 (herein referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one certain promissory note of even date herewith in the principal sum of \$3,087,500.00, payable to the order of FIRST FINANCIAL BANK, N.A., a national association ("Lender"), and bearing interest as therein provided, the payment of which note is secured by the Vendor's Lien herein retained, and is secured by a Deed of Trust of even date herewith, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY unto HIGHLANDER SM ONE, LLC, a Texas limited liability company, whose address is 2505 Allston Lane, Austin, TX 78746, their successors and assigns (herein referred to as "Grantee"), the property more fully described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Property"), together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor; subject only to those items described on Exhibit B attached hereto and incorporated herein for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above-described Property, subject only to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

COVENANTS. As a part of the consideration supporting this Deed, Grantee hereby covenants and agrees, on its own behalf and on behalf of its successors and assigns, that Grantee shall not use, nor allow to be used, the Property in any manner that would interfere with the continued use and operation of the property more fully described on Exhibit C attached hereto and incorporated herein for all purposes by this reference (the "Retained Property"), as a power plant in the same manner as used by Hays Energy, LLC ("Hays Energy") as of January 5, 2017 (the "Interference Restriction"); provided, however, that the development, subdivision, and use of the

Corridor Title Co. GF# 21-4431-C

Property for single family residential purposes shall not be deemed to violate the Interference Restriction.

As a further part of the consideration supporting this Deed, specifically with respect to the Retained Property and the Interference Restriction, Grantee agrees and covenants not to contest, protest, or otherwise challenge any application that Hays Energy or any subsidiary, affiliate or assignee of Hays Energy or Vistra Corp., formerly known as Energy Future Holdings Corp. and TXU Corp. (collectively referred to as "Applicant"), may file or make to any local, state or federal agency, including but not limited to the Texas Commission on Environmental Quality ("TCEQ"), the Nuclear Regulatory Commission ("NRC"), U.S. Army Corps of Engineers, and/or the United States Environmental Protection Agency, for any environmental, development, construction, operation or other authorization, including, but not limited to any local, state or federal permit, license, registration or any other authorization for any facility or any portion of a facility, any sources of air emissions or contaminant discharge, or any other structure or process in Hays County, Texas, or otherwise take a position adverse to Applicant, in any proceeding, in any form or forum, including, but not limited to, before or to the NRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court (the "Protest Restriction"). Grantee's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes Grantee's express agreement and covenant not to file any public comments, requests for party status, motions to overturn, motions for reconsideration, objections or any other administrative or judicial appeals regarding such application or any authorization that Applicant obtains as a result of such application. Specifically with respect to the Retained Property and the Interference Restriction, Grantee's agreement and covenant not to contest, protest, or otherwise challenge such application also extends to any subsequent amendment or modification of any authorization that Applicant obtains or seeks to obtain as a result of any such application. Specifically with respect to the Retained Property and the Interference Restriction, Grantee further agrees and covenants not to seek or pursue revocation of any authorization that Applicant obtains or has previously obtained (whether as a result of such application or otherwise), or to attempt to enjoin, cease or restrain any operations or activities under such authorization, or take a position adverse to Applicant in any such revocation or injunction action, or in any other way attempt to otherwise constrain any operations or activities under such authorization, in any form or forum whatsoever.

As a further part of the consideration supporting this Deed, Grantee covenants that the Property will not be used for the commercial production or commercial generation of electricity in any form, nor will it be used for the siting of a commercial power station or energy storage facility of any kind (the "Power Generation Restriction", and collectively with the Interference Restriction and the Protest Restriction, the "Restrictions").

The Restrictions shall be covenants running with, touching, and encumbering the Property, and benefiting the Retained Property, binding upon the Grantee and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Property. Hays Energy may enforce the provisions hereof by any appropriate legal action.

Each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof (excluding instruments granting security interests) shall expressly

provide that such conveyance is subject to this restrictive covenant, provided, however, that the Restrictions shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to the restrictive covenant.

The covenants given by each of Grantor and Grantee in this Deed are material to Grantor and Grantee and shall be permanent covenants running with the land, and each party shall be entitled to specific performance of the covenant of the other party. Any violation or breach of the covenants of this paragraph may be enforced in law or in equity, including, without limitation, injunction to cease any violation and to enforce specific performance hereof.

[signature pages follow]

EXECUTED to be effective as of the 28 day of January, 2022.

GRANTOR:

ENGIE Development, LLC,
a Delaware limited liability company

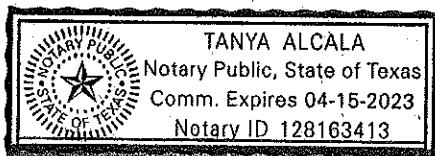
By: [Signature]
Name: Stefaan Sercu
Title: President and CEO

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 27, 2022, by Stefaan Sercu, the President and CEO of ENGIE Development, LLC, a Delaware limited liability company, on behalf of said company.

[Signature]
Notary Public

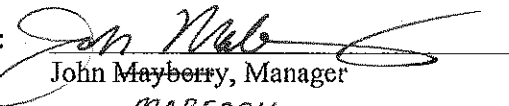
(PERSONALIZED SEAL)



GRANTEE:

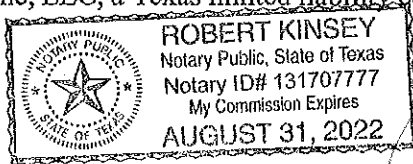
Highlander SM One, LLC,
a Texas limited liability company

By: Highlander Real Estate Partners, LLC,
a Delaware limited liability company,
its sole Manager,

By: 
John Maberry, Manager
MABERRY
(M) (JM)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of JANUARY, 2022, by John Maberry, Manager of Highlander Real Estate Partners, LLC, a Delaware limited liability company, on behalf said limited liability company in its capacity as sole Manager of Highlander SM One, LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public

(PERSONALIZED SEAL)

Grantee's Address for Tax Purposes: 2505 Allston Lane, Austin, TX 78746

EXHIBIT "A"
THE PROPERTY

METES AND BOUNDS

BEING a 136.912 acre (5,963,888 square feet) tract of land less and except a one acre tract reserved for cemetery purposes for a total Net Acreage of 135.912 (5,920,320 square feet) of land situated in the A.M. Eshnarizar Survey, Abstract No. 6, Hays County, Texas; and being a all of that certain 136.96 acre tract (less and except one acre) in instrument to Hays Energy Limited Partnership in Document No. 9918986 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING at a mag nail found in concrete on the intersection of the westerly line of Francis Harris Lane (variable public width public right-of-way) with the southeasterly line of Grant Harris Road (30 feet wide private drive) marking the northeast corner of the said 136.96 acre tract and the east corner of that certain 1.00 acre tract described in Volume 4187 Page 894 of the Official Public Records of Hays County;

THENCE, along the westerly right-of-way line of Francis Harris Lane the following ten (10) courses and distances:

1. South 07°26'45" East, 744.57 feet to a 3-inch metal fence post found for corner;
2. South 07°41'05" East, 396.75 feet to a 2-inch metal fence post found for corner;
3. South 07°47'16" East, 523.44 feet to a 3-inch metal fence post found for corner;
4. South 07°38'01" East, 1774.02 feet to a 3-inch metal fence post found for corner;
5. South 01°00'30" East, 10.17 feet to a 3-inch metal fence post found for corner;
6. South 08°04'14" West, 10.46 feet to a 3-inch metal fence post found for corner;
7. South 18°48'44" West, 12.34 feet to a 3-inch metal fence post found for corner;
8. South 25°03'13" West, 19.77 feet to a 3-inch metal fence post found for corner;
9. South 37°42'10" West, 23.94 feet to a 3-inch metal fence post found for corner;
10. South 41°44'05" West, 787.05 feet to a 3-inch metal fence post found for corner;

THENCE, departing the westerly right-of-way line of Francis Harris Lane and following along the northeasterly line of that certain 75.9 acre tract described as tract No. One (1) in instrument to John D. Doster and Eva J. Doster In Volume 265 Page 178 Deed Records Hays County the following three (3) courses and distances:

1. North 43°42'49" West, 225.80 feet to a ½-inch capped iron rod found for corner;
2. North 44°31'20" West, 542.09 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°53'03" West, 622.24 feet to a 3-inch metal post found for corner;

THENCE, South 45°02'40" West, 542.77 feet along the northwesterly line of said 75.9 acre tract to a 60D nail with washer stamped "BYRN SURVEY" found for corner;

THENCE, departing the aforesaid 75.9 acre tract and following along the northeasterly line of that certain 50.00 acre tract described in instrument to Donald Tuff in Volume 312 Page 837 in the Deed Records of Hays County the following three (3) courses and distances:

1. North 45°16'38" West, 256.47 feet to a wood post found for corner;
2. North 45°21'46" West, 733.15 feet to a wood post found for corner;
3. North 45°04'42" West, 413.36 feet to a ½-inch iron rod found for corner;

THENCE, North 44°35'39" East, 409.86 feet to a 3-inch iron fence post found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to Hays Energy Limited Partnership in Volume. 1512, Page 495 of the Official Public Records of Hays County;

THENCE, North 44°25'59" East, 410.99 feet to a ½-inch capped iron rod found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to David Alvarado-Vasquez and spouse Claudia V. Alvarado Document. No. 18044130 of the Official Public Records of Hays County;

THENCE, along the southeasterly right-of-way line of the said Grant Harris Road the following seven (7) courses and distances:

1. North 44°43'49" East, 411.16 feet to a ½-inch capped iron rod found for corner;
2. North 44°58'05" East, 407.88 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°51'54" East, 404.86 feet to a 100D nail found for corner;
4. North 44°32'48" East, 405.35 feet to a ½-inch capped iron rod found for corner;
5. North 44°19'19" East, 410.59 feet to a ½-inch capped iron rod found for corner;
6. North 45°29'28" East, 450.37 feet to a ½-inch capped iron rod found for corner;

THENCE, North 45°29'21" East, 169.58 feet along southeasterly right-of-way line of Grant Harris Road to the POINT OF BEGINNING and containing 136.912 acres in Hays County, Texas Less and Except that certain 1.00 acre tract reserved for cemetery purposes, and being more particularly described as follows:

COMMENCING at a ½-inch drill hole in a 3-inch metal fence post found at a three-way fence corner for an interior corner said 136.96 acre tract;

THENCE, North 44°04'47" East 625.64 feet along a fence line to a ½-inch iron rod with a plastic cap stamped "KHA" to the POINT OF BEGINNING of the Save and Except described herein;

THENCE the following three (3) courses and distances across the said 136.96 acre tract:

1. North 44°04'47" East, 208.71 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;

2. South 45°55'13" East, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set fore corner;
3. South 44°04'47" West, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, North 45°55'13" West 208.71 feet to the **POINT OF BEGINNING**, and containing 1.000 acre (43,560 square feet), for a total of 135.912 acres of land in Hays County, Texas.

The basis of bearing for this description is the Texas State Plane Coordinate System Grid South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

EXHIBIT "B"
THE PERMITTED EXCEPTIONS

1. Document No. 17003581, of the Official Public Records of Hays County, Texas.
2. Subject to the rights of ingress and egress in and to a cemetery, as reserved in Deed recorded in Volume 61, Page 509, Deed Records of Hays County, Texas.
3. Easement awarded to Lower Colorado River Authority, by Judgment dated October 18, 1972, under Cause No. 9,413, District Court Records, Hays County, Texas, as recorded in Volume R, Page 462, Civil Minute Records of District Court of Hays County, Texas, and amended by instrument recorded in Volume 1348, Page 104, Official Public Records of Hays County, Texas.
4. Easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 857, Page 640, Official Public Records of Hays County, Texas.
5. Easements, terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 9926160, of the Official Public Records of Hays County, Texas.
6. Easement granted to Crystal Clear W.S.C., recorded in Volume 3826, Page 630, Official Public Records of Hays County, Texas.
7. Taxes or special assessments of York Creek Improvement District as provided by law.
8. Location of overhead utility lines, utility poles, guy anchors, electric manhole(s), sign(s), within the boundary of subject property and being situated outside any designated easement, together with all easement rights appurtenant thereto, as shown on Survey dated December 16, 2021, prepared by John G. Mosier, Registered Professional Land Surveyor No. 6330.
9. Encroachment and/or protrusion of fences the boundary lines of subject property, together with any assertion of ownership of land lying between said fences and the boundary lines of subject property, as shown on Survey dated December 16, 2021, prepared by John G. Mosier, Registered Professional Land Surveyor No. 6330.
10. Terms, conditions and restrictions as set forth in that certain Deed dated 1-28-2022, from Hays Energy, LLC, as Grantor to ENGIE Development, LLC, as Grantee, recorded in Document No. 22004594 in the Official Public Records of Hays County, Texas.

EXHIBIT "C"
THE RETAINED PROPERTY

DESCRIPTION OF 100.87 ACRES, MORE OR LESS OF LAND AREA BEING ALL OF LOT 1, HENK ADDITION, AS RECORDED IN VOLUME 9, PAGE 27 OF THE HAYS COUNTY PLAT RECORDS, LESS AND EXCEPT THAT TRACT DESCRIBED AS 7.845 ACRES IN A DEED FROM HAYS ENERGY LIMITED PARTNERSHIP TO L.C.R.A. DATED FEBRUARY 16, 2000 AND RECORDED IN VOLUME 1635, PAGE 88 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the occupied north line of that tract described as 0.15 acres in a quit claim deed from Agnes Henk to Hays Energy Limited Partnership dated June 21, 1999 and recorded in Hays County Document No. 9914620 of the Hays County Deed Records for the common southwest corner of Lot 1, Henk Addition and the southeast corner of that 2.71 acre tract dedicated to the Public by the plat recorded in Volume 9, Page 27 of the Hays County Plat Records;

Thence leaving the Hays Energy Limited Partnership 0.15 acre tract and the Place of Beginning with the common southwest line Lot 1, Henk Addition and the east line of the 2.71 acre tract dedicated to the Public, as shown on that plat numbered 24939 - 00 - d dated September 5, 2000 as prepared for Hays Energy Limited Partnership by Byrn & Associates, Inc. of San Marcos, Texas, N 42 degrees 30' 33" W (this course being the Bearing Basis for this description) 2558.92 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey";

Thence with a right-breaking curve having the following characteristics: central angle = 86 degrees 55' 28", radius = 270.00, arc length = 409.62 feet and a chord which bears N 00 degrees 57' 04", E 371.45 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey";

Thence with the common northwest line of Lot 1, Henk Addition and the southeast line of the 2.71 acre tract dedicated to the Public, the following three courses:

1. N 44 degrees 24' 50" E 437.79 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey"
2. with a left-breaking curve having the following characteristics: central angle = 48 degrees 00' 50", radius = 270.00 feet, arc length = 226.26 feet and a chord which bears N 20 degrees 24' 26" E 219.70 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey", and
3. N 03 degrees 35' 49" W 68.34 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for the common northwest corner of Lot 1, Henk Addition and the northeast corner of the 2.71 acre tract dedicated to the Public and being in

the occupied south line of that tract described as 436.54 acres in a deed from Betty Jo Jackson Crocker to B. Naylor Morton dated August 15 , 1989 and recorded in Volume 797, page 321 of the Hays County Official Public Records;

Thence leaving the 2.71 acre tract dedicated to the Public with the common north line of Lot 1, Henk Addition and a south line of the Morton tracts, S 88 degrees 42' 07 " E 666.02 feet to a calculated point;

Thence leaving the south line of the Morton tract and entering Lot 1, Henk Addition, S 01 degrees 17' 53" W 24.26 feet to an iron rod found with a plastic cap stamped "LCRA" for the north corner of the previously mentioned LCRA 7.845 acre tract;

Thence with the northwest line of the LCRA tract, the following three courses:

1. S 17 degrees 48' 59" W 310.95 feet to an iron rod found with a plastic cap stamped "LCRA",
2. S 79 degrees 39' 13" W 51.02 feet to an iron rod found with a plastic cap stamped "LCRA", and
3. S 17 degrees 51' 21" W 172.47 feet to an iron rod found with a plastic cap stamped "LCRA" for the west corner of the LCRA tract;

Thence with the southwest line of the LCRA tract, S 72 degrees 11' 58" E 702.19 feet to a calculated point that falls in a chain link fence corner post for the south corner of the LCRA tract;

Thence with the southeast line of the LCRA tract, N 1 7 degrees 4 7' 57" E 507.50 feet to an iron rod found with a plastic cap stamped "LCRA" for the east corner of the LCRA tract;

Thence with the northeast line of the LCRA tract, N 72 degrees 12' 03" W 656.94 feet to the previously mentioned north corner of the LCRA 7.845 acre tract;

Thence leaving the LCRA, N 01 degrees 17' 53" E 24.26 feet to a calculated point in the common north line of Lot 1, Henk Addition and the south line of the Morton tract;

Thence with said common line, S 88 degrees 42' 07" E 1237.71 feet to a 1/2" iron rod found for the northeast corner of Lot 1, Henk Addition and an interior corner of the Morton tract;

Thence with the east line of Lot 1, Henk Addition, the following three courses:

1. with a west line of the Morton tract, S 09 degrees 32' 16" E 56.84 feet to a 6" cedar post for an angle point in fence,
2. with a west line of the Morton tract, S 00 degrees 00' 39" W 1380.77 feet to a 1/2" iron rod found for a southwest corner of the Morton tract and a northwest corner of that tract described as 43.58 acres in a deed from the Estate of Hanno F. Guenther, Sr. to Sharon Guenther and Hanno F.

Guenther, Jr. dated December 20, 1993 and recorded in Volume 1040, Page 211 of the Hays County Official Public Records, and

3. with the west line of the Guenther tract, S 00 degrees 35' 43" E 1357.16 feet to a 1/2" iron rod found for the southeast corner of Lot 1, Henk Addition and the northeast corner of the previously mentioned Hays Energy 0.15 acre tract;

Thence leaving the Guenther tract with the common south line of Lot 1, Henk Addition and the north line of the Hays Energy 0.15 acre tract, S 89 degrees 15' 26" W 582.34 feet to the Place of Beginning.

There are contained within these metes and bounds 100.87 acres, more or less, of land area as prepared from public records and a survey made on the ground on September 5, 2000 by Byrn and Associates, Inc. of San Marcos, Texas.

SAVE AND EXCEPT:

7.845 ACRE TRACT OWNED BY LCRA TRANSMISSION SERVICES CORPORATION:

PART OF LOT 1 OF HENK ADDITION AS SHOWN ON THE MAP RECORDED IN PLAT BOOK 9, PAGE 27 OF THE MAP RECORDS OF SAID HAYS COUNTY, TEXAS, EMBRACING ALL OF A 7.845 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1635, PAGE 88, OF SAID DEED RECORDS.

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1.

THENCE NORTH 88 DEGREES 42 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,237.79 FEET TO A POINT.

THENCE SOUTH 01 DEGREE 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 24.26 FEET TO A 1/2 INCH IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE SOUTH 72 DEGREES 12 MINUTES 20 SECONDS EAST, A DISTANCE OF 657.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE SOUTH 17 DEGREES 47 MINUTES 40 SECONDS WEST, A DISTANCE OF 507.50 FEET TO A POINT FOR A CORNER.

THENCE NORTH 72 DEGREES 12 MINUTES 20 SECONDS WEST, A DISTANCE OF 702.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 17 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.50 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 79 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 17 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 311.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,394,366 SQUARE FEET OR 100.881 ACRES, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

TRACT I ALSO BEING DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 9914621, HAYS COUNTY, TEXAS; SAVE AND EXCEPT 2.71 ACRES DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES IN THE FINAL PLAT OF LOT 1, HENK ADDITION TO HAYS COUNTY, TEXAS, DATED APRIL 14, 1999 RECORDED IN PLAT BOOK 9, PAGE 27; AND FURTHER SAVE AND EXCEPT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 3767 BOOK OFFICIAL PUBLIC RECORDS IN VOLUME 1635 PAGE 88, HAYS COUNTY, TEXAS.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22004858 DEED
02/01/2022 09:56:01 AM Total Fees: \$70.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



Upon recording, please return to:

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

DEED

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

THAT, Hays Energy, LLC, a Delaware limited liability company and successor by conversion to Hays Energy Limited Partnership, a Delaware limited partnership, whose address is 6555 Sierra Dr., Irving, TX 75039 (herein referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY unto ENGIE Development, LLC, a Delaware limited liability company, (herein referred to as "Grantee"), whose address is 1360 Post Oak Blvd., Suite 400, Houston, TX 77056, the property more fully described on Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Property"), together with all improvements located thereon and all rights and appurtenances thereto in any wise belonging to Grantor; subject, however, to the exceptions to title which affect the Property of record in the Real Property Records of Hays County, Texas that are described on Exhibit B attached hereto and incorporated herein for all purposes (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

COVENANTS. As a part of the consideration supporting this Deed, Grantee hereby covenants and agrees, on its own behalf and on behalf of its successors and assigns, that Grantee shall not use, nor allow to be used, the Property in any manner that would interfere with the continued use and operation of Grantor's property more fully described on Exhibit C attached hereto and incorporated herein for all purposes by this reference (the "Retained Property"), as a power plant in the same manner as used by Grantor as of January 5, 2017 (the "Interference Restriction"); *provided, however*, that the development, subdivision, and use of the Property for single family residential purposes shall not be deemed to violate the Interference Restriction.

As a further part of the consideration supporting this Deed, specifically with respect to the Retained Property and the Interference Restriction, Grantee agrees and covenants not to contest, protest, or otherwise challenge any application that Grantor or any subsidiary, affiliate or assignee of Grantor or Vistra Corp., formerly known as Energy Future Holdings Corp. and TXU Corp. (collectively referred to as "Applicant"),

Corridor Title Co. GF# 21-5002-C

may file or make to any local, state or federal agency, including but not limited to the Texas Commission on Environmental Quality ("TCEQ"), the Nuclear Regulatory Commission ("NRC"), U.S. Army Corps of Engineers, and/or the United States Environmental Protection Agency, for any environmental, development, construction, operation or other authorization, including, but not limited to any local, state or federal permit, license, registration or any other authorization for any facility or any portion of a facility, any sources of air emissions or contaminant discharge, or any other structure or process in Hays County, Texas, or otherwise take a position adverse to Applicant, in any proceeding, in any form or forum, including, but not limited to, before or to the NRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court (the "Protest Restriction"). Grantee's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes Grantee's express agreement and covenant not to file any public comments, requests for party status, motions to overturn, motions for reconsideration, objections or any other administrative or judicial appeals regarding such application or any authorization that Applicant obtains as a result of such application. Specifically with respect to the Retained Property and the Interference Restriction, Grantee's agreement and covenant not to contest, protest, or otherwise challenge such application also extends to any subsequent amendment or modification of any authorization that Applicant obtains or seeks to obtain as a result of any such application. Specifically with respect to the Retained Property and the Interference Restriction, Grantee further agrees and covenants not to seek or pursue revocation of any authorization that Applicant obtains or has previously obtained (whether as a result of such application or otherwise), or to attempt to enjoin, cease or restrain any operations or activities under such authorization, or take a position adverse to Applicant in any such revocation or injunction action, or in any other way attempt to otherwise constrain any operations or activities under such authorization, in any form or forum whatsoever.

As a further part of the consideration supporting this Deed, Grantee covenants that the Property will not be used for the commercial production or commercial generation of electricity in any form, nor will it be used for the siting of a commercial power station or energy storage facility of any kind (the "Power Generation Restriction"), and collectively with the Interference Restriction and the Protest Restriction, the "Restrictions").

The Restrictions shall be covenants running with, touching, and encumbering the Property, and benefiting the Retained Property, binding upon the Grantee and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Property. Grantor may enforce the provisions hereof by any appropriate legal action.

Each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this restrictive covenant, provided, however, that the Restrictions shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to the restrictive covenant.

The covenants given by each of Grantor and Grantee in this Deed are material to Grantor and Grantee and shall be permanent covenants running with the land, and each party shall be entitled to specific performance of the covenant of the other party. Any violation or breach of the covenants of this paragraph may be enforced in law or in equity, including, without limitation, injunction to cease any violation and to enforce specific performance hereof.

[signature pages follow]

EXECUTED to be effective as of the 28th day of January, 2022.

GRANTOR:

HAYS ENERGY, LLC,
a Delaware limited liability company

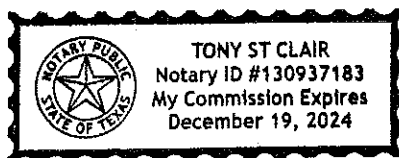
✓ By 
Name: Matthew A. Goering
Title: Sr. Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 24, 2022, by Matthew A. Goering, the Sr. Vice President of Hays Energy, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public

(PERSONALIZED SEAL)



GRANTEE:

ENGIE Development, LLC,
a Delaware limited liability company

By: _____

Name: Stefaan Sercu

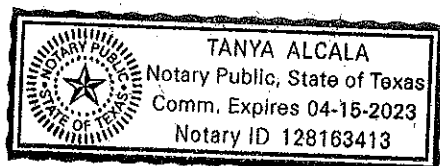
Title: President and CEO

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on January 27, 2022, by Stefaan Sercu, the President and CEO of ENGIE Development, LLC, a Delaware limited liability company, on behalf of said company.



(PERSONALIZED SEAL)

Notary Public

Grantee's Address for Tax Purposes: 1360 Post Oak Blvd., Suite 400, Houston, TX 77056

EXHIBIT A PROPERTY

METES AND BOUNDS

BEING a 136.912 acre (5,963,888 square feet) tract of land less and except a one acre tract reserved for cemetery purposes for a total Net Acreage of 135.912 (5,920,320 square feet) of land situated in the A.M. Esnanrizar Survey, Abstract No. 6, Hays County, Texas; and being a all of that certain 136.96 acre tract (less and except one acre) in instrument to Hays Energy Limited Partnership in Document No. 9918986 of the Official Public Records of Hays County; and being more particularly described as follows:

BEGINNING at a mag nail found in concrete on the intersection of the westerly line of Francis Harris Lane (variable public width public right-of-way) with the southeasterly line of Grant Harris Road (30 feet wide private drive) marking the northeast corner of the said 136.96 acre tract and the east corner of that certain 1.00 acre tract described in Volume 4187 Page 894 of the Official Public Records of Hays County;

THENCE, along the westerly right-of-way line of Francis Harris Lane the following ten (10) courses and distances:

1. South 07°26'45" East, 744.57 feet to a 3-inch metal fence post found for corner;
2. South 07°41'05" East, 396.75 feet to a 2-inch metal fence post found for corner;
3. South 07°47'16" East, 523.44 feet to a 3-inch metal fence post found for corner;
4. South 07°38'01" East, 1774.02 feet to a 3-inch metal fence post found for corner;
5. South 01°00'30" East, 10.17 feet to a 3-inch metal fence post found for corner;
6. South 08°04'14" West, 10.46 feet to a 3-inch metal fence post found for corner;
7. South 18°48'44" West, 12.34 feet to a 3-inch metal fence post found for corner;
8. South 25°03'13" West, 19.77 feet to a 3-inch metal fence post found for corner;
9. South 37°42'10" West, 23.94 feet to a 3-inch metal fence post found for corner;
10. South 41°44'05" West, 787.05 feet to a 3-inch metal fence post found for corner;

THENCE, departing the westerly right-of-way line of Francis Harris Lane and following along the northeasterly line of that certain 75.9 acre tract described as tract No. One (1) in instrument to John D. Doster and Eva J. Doster In Volume 265 Page 178 Deed Records Hays County the following three (3) courses and distances:

1. North 43°42'49" West, 225.80 feet to a ½-inch capped iron rod found for corner;
2. North 44°31'20" West, 542.09 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°53'03" West, 622.24 feet to a 3-inch metal post found for corner;

THENCE, South 45°02'40" West, 542.77 feet along the northwesterly line of said 75.9 acre tract to a 60D nail with washer stamped "BYRN SURVEY" found for corner;

THENCE, departing the aforesaid 75.9 acre tract and following along the northeasterly line of that certain 50.00 acre tract described in instrument to Donald Tuff in Volume 312 Page 837 in the Deed Records of Hays County the following three (3) courses and distances:

1. North 45°16'38" West, 256.47 feet to a wood post found for corner;
2. North 45°21'46" West, 733.15 feet to a wood post found for corner;
3. North 45°04'42" West, 413.36 feet to a ½-inch iron rod found for corner;

THENCE, North 44°35'39" East, 409.86 feet to a 3-inch iron fence post found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to Hays Energy Limited Partnership in Volume. 1512, Page 495 of the Official Public Records of Hays County;

THENCE, North 44°25'59" East, 410.99 feet to a ½-inch capped iron rod found for corner along the southeasterly line of that certain 4.56 acre tract described in instrument to David Alvarado-Vasquez and spouse Claudia V. Alvarado Document. No. 18044130 of the Official Public Records of Hays County;

THENCE, along the southeasterly right-of-way line of the said Grant Harris Road the following seven (7) courses and distances:

1. North 44°43'49" East, 411.16 feet to a ½-inch capped iron rod found for corner;
2. North 44°58'05" East, 407.88 feet to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 44°51'54" East, 404.86 feet to a 100D nail found for corner;
4. North 44°32'48" East, 405.35 feet to a ½-inch capped iron rod found for corner;
5. North 44°19'19" East, 410.59 feet to a ½-inch capped iron rod found for corner;
6. North 45°29'28" East, 450.37 feet to a ½-inch capped iron rod found for corner;

THENCE, North 45°29'21" East, 169.58 feet along southeasterly right-of-way line of Grant Harris Road to the POINT OF BEGINNING and containing 136.912 acres in Hays County, Texas Less and Except that certain 1.00 acre tract reserved for cemetery purposes, and being more particularly described as follows:

COMMENCING at a ½-inch drill hole in a 3-inch metal fence post found at a three-way fence corner for an interior corner said 136.96 acre tract;

THENCE, North 44°04'47" East 625.64 feet along a fence line to a ½-inch iron rod with a plastic cap stamped "KHA" to the POINT OF BEGINNING of the Save and Except described herein;

THENCE the following three (3) courses and distances across the said 136.96 acre tract:

1. North 44°04'47" East, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;

2. South 45°55'13" East, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set fore corner;
3. South 44°04'47" West, 208.71 feet to a to a ½-inch iron rod with a plastic cap stamped "KHA" set for corner;

THENCE, North 45°55'13" West 208.71 feet to the **POINT OF BEGINNING**, and containing 1.000 acre (43,560 square feet), for a total of 135.912 acres of land in Hays County, Texas.

The basis of bearing for this description is the Texas State Plane Coordinate System Grid South Central Zone (FIPS 4204) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

EXHIBIT B**Permitted Exceptions**

1. The restrictive covenants of record found in Document No. 17003581, of the Official Public Records of Hays County, Texas, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Subject to any and all rights and/or privileges existing or which may later exist by virtue of that portion of the subject property being used as a cemetery including, but not limited to, the rights of sepulcher and internment and the rights of ingress and egress in and to said cemetery, as reserved in Deed recorded in Volume 61, Page 509, Deed Records of Hays County, Texas.
3. Easement awarded to Lower Colorado River Authority, by Judgment dated October 18, 1972, under Cause No. 9,413, District Court Records, Hays County, Texas, as recorded in Volume R, Page 462, Civil Minute Records of District Court of Hays County, Texas, and amended by instrument recorded in Volume 1348, Page 104, Official Public Records of Hays County, Texas.
4. Easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 857, Page 640, Official Public Records of Hays County, Texas.
5. Easements, terms, conditions, and stipulations in that certain Easement Agreement, as recorded in Document No. 9926160, of the Official Public Records of Hays County, Texas.
6. Easement granted to Crystal Clear W.S.C., recorded in Volume 3826, Page 630, Official Public Records of Hays County, Texas.

EXHIBIT C

Retained Property

DESCRIPTION OF 100.87 ACRES, MORE OR LESS OF LAND AREA BEING ALL OF LOT 1, HENK ADDITION, AS RECORDED IN VOLUME 9, PAGE 27 OF THE HAYS COUNTY PLAT RECORDS, LESS AND EXCEPT THAT TRACT DESCRIBED AS 7.845 ACRES IN A DEED FROM HAYS ENERGY LIMITED PARTNERSHIP TO L.C.R.A. DATED FEBRUARY 16, 2000 AND RECORDED IN VOLUME 1635, PAGE 88 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the occupied north line of that tract described as 0.15 acres in a quit claim deed from Agnes Henk to Hays Energy Limited Partnership dated June 21, 1999 and recorded in Hays County Document No. 9914620 of the Hays County Deed Records for the common southwest corner of Lot 1, Henk Addition and the southeast corner of that 2.71 acre tract dedicated to the Public by the plat recorded in Volume 9, Page 27 of the Hays County Plat Records;

Thence leaving the Hays Energy Limited Partnership 0.15 acre tract and the Place of Beginning with the common southwest line Lot 1, Henk Addition and the east line of the 2.71 acre tract dedicated to the Public, as shown on that plat numbered 24939 - 00 - d dated September 5, 2000 as prepared for Hays Energy Limited Partnership by Byrn & Associates, Inc. of San Marcos, Texas, N 42 degrees 30' 33" W (this course being the Bearing Basis for this description) 2558.92 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey";

Thence with a right-breaking curve having the following characteristics: central angle = 86 degrees 55' 28", radius = 270.00, arc length = 409.62 feet and a chord which bears N 00 degrees 57' 04", E 371.45 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey";

Thence with the common northwest line of Lot 1, Henk Addition and the southeast line of the 2.71 acre tract dedicated to the Public, the following three courses:

1. N 44 degrees 24' 50" E 437.79 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey"
2. with a left-breaking curve having the following characteristics: central angle = 48 degrees 00' 50", radius = 270.00 feet, arc length = 226.26 feet and a chord which bears N 20 degrees 24' 26" E 219.70 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey", and
3. N 03 degrees 35' 49" W 68.34 feet to a 1/2" 11 iron rod found with a plastic cap stamped "Byrn Survey" for the common northwest corner of Lot 1, Henk Addition

and the northeast corner of the 2.71 acre tract dedicated to the Public and being in the occupied south line of that tract described as 436.54 acres in a deed from Betty Jo Jackson Crocker to B. Naylor Morton dated August 15 , 1989 and recorded in Volume 797, page 321 of the Hays County Official Public Records;

Thence leaving the 2.71 acre tract dedicated to the Public with the common north line of Lot 1, Henk Addition and a south line of the Morton tracts, S 88 degrees 42' 07 " E 666.02 feet to a calculated point;

Thence leaving the south line of the Morton tract and entering Lot 1, Henk Addition, S 01 degrees 17' 53" W 24.26 feet to an iron rod found with a plastic cap stamped "LCRA" for the north corner of the previously mentioned LCRA 7.845 acre tract;

Thence with the northwest line of the LCRA tract, the following three courses:

1. S 17 degrees 48' 59" W 310.95 feet to an iron rod found with a plastic cap stamped "LCRA",
2. S 79 degrees 39' 13" W 51.02 feet to an iron rod found with a plastic cap stamped "LCRA", and
3. S 17 degrees 51' 21" W 172.47 feet to an iron rod found with a plastic cap stamped "LCRA" for the west corner of the LCRA tract;

Thence with the southwest line of the LCRA tract, S 72 degrees 11' 58" E 702.19 feet to a calculated point that falls in a chain link fence corner post for the south corner of the LCRA tract;

Thence with the southeast line of the LCRA tract, N 1 7 degrees 4 7' 57" E 507.50 feet to an iron rod found with a plastic cap stamped "LCRA" for the east corner of the LCRA tract;

Thence with the northeast line of the LCRA tract, N 72 degrees 12' 03" W 656.94 feet to the previously mentioned north corner of the LCRA 7.845 acre tract;

Thence leaving the LCRA, N 01 degrees 17' 53" E 24.26 feet to a calculated point in the common north line of Lot 1, Henk Addition and the south line of the Morton tract;

Thence with said common line, S 88 degrees 42' 07" E 1237.71 feet to a 1/2" iron rod found for the northeast corner of Lot 1, Henk Addition and an interior corner of the Morton tract;

Thence with the east line of Lot 1, Henk Addition, the following three courses:

1. with a west line of the Morton tract, S 09 degrees 32' 16" E 56.84 feet to a 6" cedar post for an angle point in fence,
2. with a west line of the Morton tract, S 00 degrees 00' 39" W 1380.77 feet to a 1/2" iron rod found for a southwest corner of the Morton tract and a northwest corner of that tract described as 43.58 acres in a deed from the

Estate of Hanno F. Guenther, Sr. to Sharon Guenther and Hanno F. Guenther, Jr. dated December 20, 1993 and recorded in Volume 1040, Page 211 of the Hays County Official Public Records, and

3. with the west line of the Guenther tract, S 00 degrees 35' 43" E 1357.16 feet to a 1/2" iron rod found for the southeast corner of Lot 1, Henk Addition and the northeast corner of the previously mentioned Hays Energy 0.15 acre tract;

Thence leaving the Guenther tract with the common south line of Lot 1, Henk Addition and the north line of the Hays Energy 0.15 acre tract, S 89 degrees 15' 26" W 582.34 feet to the Place of Beginning.

There are contained within these metes and bounds 100.87 acres, more or less, of land area as prepared from public records and a survey made on the ground on September 5, 2000 by Byrn and Associates, Inc. of San Marcos, Texas.

SAVE AND EXCEPT:

7.845 ACRE TRACT OWNED BY LCRA TRANSMISSION SERVICES CORPORATION:

PART OF LOT 1 OF HENK ADDITION AS SHOWN ON THE MAP RECORDED IN PLAT BOOK 9, PAGE 27 OF THE MAP RECORDS OF SAID HAYS COUNTY, TEXAS, EMBRACING ALL OF A 7.845 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1635, PAGE 88, OF SAID DEED RECORDS.

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1.

THENCE NORTH 88 DEGREES 42 MINUTES 34 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1,237.79 FEET TO A POINT.

THENCE SOUTH 01 DEGREE 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 24.26 FEET TO A 1/2 INCH IRON ROD SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE SOUTH 72 DEGREES 12 MINUTES 20 SECONDS EAST, A DISTANCE OF 657.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE SOUTH 17 DEGREES 47 MINUTES 40 SECONDS WEST, A DISTANCE OF 507.50 FEET TO A POINT FOR A CORNER.

THENCE NORTH 72 DEGREES 12 MINUTES 20 SECONDS WEST, A DISTANCE OF 702.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 17 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 172.50 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 79 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER.

THENCE NORTH 17 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 311.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,394,366 SQUARE FEET OR 100.881 ACRES, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

TRACT I ALSO BEING DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 9914621, HAYS COUNTY, TEXAS; SAVE AND EXCEPT 2.71 ACRES DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES IN THE FINAL PLAT OF LOT 1, HENK ADDITION TO HAYS COUNTY, TEXAS, DATED APRIL 14, 1999 RECORDED IN PLAT BOOK 9, PAGE 27; AND FURTHER SAVE AND EXCEPT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT 3767 BOOK OFFICIAL PUBLIC RECORDS IN VOLUME 1635 PAGE 88, HAYS COUNTY, TEXAS.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22004594 DEED
01/31/2022 11:58:37 AM Total Fees: \$66.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

