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Cheryl Fulcher
District Clerk
Hopkins County, Texas
Rebecca Halter

CAUSE NO. CV45943

CITY OF SULPHUR SPRINGS, PLAINTIFF	§	**IN THE DISTRICT COURT**
VS.	§	**62ND JUDICIAL DISTRICT**
LUMINANT MINING COMPANY, LLC, LUMINANT GENERATION COMPANY, LLC, VISTRA CORP., AND MATTHEW GOERING, DEFENDANTS	§	**OF HOPKINS COUNTY, TEXAS**

ORIGINAL PETITION FOR DECLARATORY JUDGMENT, FRAUDULENT CONCEALMENT, COMMON LAW FRAUD, CIVIL CONSPIRACY AND IN THE ALTERNATIVE, TO QUIET TITLE

Plaintiff, City of Sulphur Springs files this Original Petition for Declaratory Judgment against Defendants, Luminant Mining Company, LLC, Luminant Generation Company, LLC, Vistra Corp., and Matthew Goering, in accordance with the Texas Uniform Declaratory Judgments Act, Chapter 37 of the Texas Civil Practice and Remedies Code, and would respectfully show the court the following:

Discovery Control Plan

1. As provided in Rule 190, Texas Rules of Civil Procedure, Plaintiff intends to conduct discovery under Level 3 and affirmatively pleads that this suit is not governed by the expedited actions process under Rule 169 of the Texas Rules of Civil Procedure.

Plaintiff

2. Plaintiff, City of Sulphur Springs, is a Municipality and home-rule Texas city. Plaintiff's address is 201 N. Davis St., Sulphur Springs, Texas 75482.

Defendants

3. Defendant, Luminant Mining Company, LLC, is a Texas limited liability company. It can be served with process by serving Capitol Corporate Services, Inc., its registered agent, by certified mail, return receipt requested, addressed to the registered office located at 1501 S. Mopac Expy, Ste 220, Austin, Texas 78746, or wherever Defendant may be found.

4. This Court has jurisdiction over Luminant Mining Company, LLC because said Defendant is a resident of Texas.

5. Defendant, Luminant Generation Company, LLC, is a Texas limited liability company. It can be served with process by serving Capitol Corporate Services, Inc., its registered agent, by certified mail, return receipt requested, addressed to the registered office located at 1501 S. Mopac Expy, Ste 220, Austin, Texas 78746, or wherever Defendant may be found.

6. This Court has jurisdiction over Luminant Generation Company, LLC because said Defendant is a resident of Texas.

7. Defendant, Matthew Goering, is an individual who may be served with process at Defendant's place of business by personal delivery at his place of employment, 6555 Sierra Drive, Irving, Texas 75039, or wherever Matthew Goering may be found.

8. This Court has jurisdiction over Matthew Goering because said Defendant is a resident of Texas.

9. Defendant, Vistra Corp., is a Delaware for-profit corporation. It can be served with process by serving Capitol Corporate Services, Inc., its registered agent, by certified mail, return receipt requested, addressed to the registered office located at 1501 S. Mopac Expy, Ste 220, Austin, Texas 78746, or wherever Defendant may be found.

10. This Court has jurisdiction over Vistra Corp. because said Defendant does business in this state through contracts by mail or otherwise with Texas residents and either party is to perform the contract in whole or in part in this state; Defendant committed a tort in whole or part in this state; Defendant recruits Texas residents, directly or through an intermediary located in this state, for employment inside or outside this state; Defendant is the parent company of all other Defendants and Defendant's primary place of business is in Texas.

Jurisdiction and Venue

11. This suit involves an action in rem, and this Court has jurisdiction because the res is located in whole or in part in this county.

12. Venue is proper in Hopkins County, Texas in this cause under Texas Civil Practice and Remedies Code Section 15.011 because this action involves real property, and Hopkins

County, Texas is where all or part of the real property is located. Venue is further proper in Hopkins County in that the events giving rise to this cause of action occurred within Hopkins County.

13. The damages sought in this suit are within the jurisdictional limits of the Court. As required by Rule 47, Texas Rules of Civil Procedure, Plaintiff states that Plaintiff seeks monetary relief over $1,000,000.

Facts

14. At all times relevant to this suit, Defendants Luminate Mining Company, LLC, and Luminate Generation Company, LLC ("Luminant Defendants") are companies in the energy business who mine coal, lignite, and other natural resources and then the companies generate the resources into electricity or other forms of energy. Defendant Vistra Corp. is the parent company of both Luminant Defendants, as well as many other subsidiary companies in business in all areas of the generation, production, storage, and sale of electricity in Texas as well as across the nation. Defendant, Matthew Goering, is VP for both Luminant Defendants and is in control of all of Luminant Defendants' real estate dealings. Plaintiff City of Sulphur Springs is a sovereign home-rule municipality in Hopkins County, Texas.

Relevant Timeline

15. Luminant Defendants operated a coal / lignite mine just outside of Sulphur Springs, the Thermo-Monticello Plant ("Thermo") for many years. It was approximately 5,000 acres in size and just outside the city limits of Sulphur Springs. The mine began to dwindle in its profitability in 2011, leading Luminant Defendants to announce its possible closing and the mining operations significantly curtailed until it was permanently closed in 2016. In 2014, the Luminant Defendants filed for bankruptcy with their parent company Energy Future Holdings Corp. (now "Vistra Corp."). In 2016, Luminant Defendants and City began discussions about Luminant Defendants giving the land of the former mining site to the City and met to formally discuss this exchange on July 22, 2016. Luminant Defendants and City signed a Letter of Intent ("LOI") for this exchange on April 3, 2017. (Exhibit A attached hereto and incorporated by reference). Luminant Defendants were granted provisional release from their respective bankruptcies on November 3, 2017, although their parent company remained in bankruptcy until 2021. The parties

signed their "Development Agreement" to gift the entire Thermo Property to City on October 16, 2018, and subsequently executed parties' "First Amendment to Development Agreement" on November 6, 2019. (Exhibit B attached hereto and incorporated by reference). These were and are still the only written contracts between the parties and were both filed of record with the Hopkins County Real Property Records after execution. The parties closed on the property on November 22, 2019, by Special Warranty Deed. (Exhibit C attached hereto and incorporated by reference). On March 3, 2020, the City Council of Sulphur Springs voted in City Ordinance No. 2763 to formally annex the entire site of the former mine into its city limits. (Exhibit D attached hereto and incorporated by reference). Prior to that date, the former mine was within the extraterritorial jurisdiction ("ETJ"), but was not incorporated in the city limits of Sulphur Springs.

Introduction of Deed Restriction in Question.

16. On the day of closing for the Property, the Luminant Defendants added language for the following deed restriction in their proposed Special Warranty Deed for their gift deed to City of the Thermo Property:

"**Restrictive Covenant:** Purchaser covenants that the Property will not be used for the commercial production, commercial generation or commercial storage 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. This covenant restricting any use of the Property to commercially generate, produce or store electricity or to otherwise site a power station or energy storage facility, in any form or of any kind, shall be a covenant running with, touching, and encumbering the Property, biding 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.

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 restrictive covenant 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."

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17. Although Luminant Defendants were contractually bound and to deed the entire Thermo site to City, the language for this restrictive covenant first appeared in their "gift" deed to the City on November 22, 2019. Although the deed cites and incorporates parties' written

agreements from October 16, 2018, and November 6, 2019, the language of the deed restriction directly contradicts the clear language from the written agreements. The agreements only allotted for Luminant Defendants to retain easements in order to work on and fulfill obligations they had to the Texas Railroad Commission ("RRC"), Army Corps of Engineers ("ACOE") , and TxDOT to restore the land and waterways damaged by Luminant Defendants' mining operations and the obligation to rebuild a bridge and portion of a highway.

Deed Restriction Void for Public Policy.

18. In 2025, City reached a deal with a developer to invest and build initial approximately $18.7 billion in Sulphur Springs just in their first phase of development by building several data centers for hyperscalers on the Thermo site. Prior to this monumental agreement for City, Luminant Defendants had previously testified to the RRC many times that Sulphur Springs was the sole owner of the land and that Luminant Defendants only had temporary easement rights on the Property for reclamation purposes, not perpetual rights to control power on the land. They further testified that they supported the City's "transformative" plans for multi-use developments on the site according to City's "highest and best use" of the land. However, upon City reaching the deal with the hyperscaler developer, Matt Goering and Luminant Defendants were informed of their lucrative opportunity to build additional 3,000 MW power plants on site to source the data centers with power. Upon receiving this news, Matt Goering replied that Vistra and Luminant Defendants were going to pass on building any new power plants on the Property because such a project did not "align with [Defendants'] current strategic objectives" as it did "not meet the criteria required for [Defendants'] consideration at this time." Mr. Goering also informed the City that he intended to sue the City if any other companies were to build a power plant on the site. Mr. Goering would later explain to City that Defendants' idea of "consideration" to allow another power company to build a power plant on site would to be paid a monetary amount of at least "9 figures." Defendant Goering communicated with the City's hyperscaler developer that Defendants would not release the "commercial generation restriction" on the land without "an extraordinary aggressive all-cash bid." Defendants have stated that "all of [Defendants'] land sale transactions include deed restrictions like the one on this property and [Defendants] are not willing to remove the deed restriction without significant compensation in return." Defendant Goering assured City that Defendants would sue the City or try to kill a deal with a developer through Court even if the

City allowed another power company to build a power plant on adjoining land to the Thermo site because the data centers would have to store at least small amounts of electricity of some sort. Goering further threatened the City that Defendants would not allow backup generators to be on the site even if the backup generator was owned by and only used by the owner of the data center for its own operations, not sold to any other user or used in any grid. Oncor is building a substation on the Thermo site and Defendants, led by Goering, are attempting to block that development because Defendants claim that the substation would host some sort of energy storage.

19. Defendants had a significant number of deeds across the state of Texas with similar restrictions to the restriction in question at all times during their bankruptcy proceedings. However, no Defendants ever cited such a restriction ***at all*** in their bankruptcy schedules to the Court, let alone assigned a value of $100+ million in their assets. This is extremely troubling that Defendants may have received bankruptcy relief that they should not have been eligible to receive, according to Goering's claim that all Defendants' deeds have the deed restriction in question, that they all are extremely valuable to Defendants, and that Defendants expect to be significantly compensated to release any of those restrictions. As previously stated, Defendant Goering demanded for City to pay Defendants at least 9 figures just to release the deed restriction for the former Thermo site. If Goering's claims of the value of the deed restriction were accurate, then it is clear that there were hundreds of millions of dollars held by Defendants in those real property interests that were never identified or disclosed to the bankruptcy court. Conversely, Defendants regularly reported in their bankruptcy filings that they had no other property rights, no legal, equitable, or future interests in other real property, and that they had no executory contracts that included interests in real property, which contradicts Goering's assessment of the value of the deed restriction. As to real property owned during bankruptcy, Defendants only reported to the Bankruptcy Court in their required and sworn Schedules the value of their larger mining operations and never mentioned Thermo as having any value at all. Thermo was never described by Defendants in their filings as having any value higher than de minimus. If Goering's recent statements that these restrictions were in all Defendants' deeds and were so valuable as to Defendants' real property interests and strategic objectives, it is clear that Defendants patently defrauded their bankruptcy court and their creditors to an egregious level by not listing all of their 150+ deeds with this restriction that Defendants believed were each worth significant value, if not millions of 9 figures or more. Tax rolls for the Property valued the full market value of the Thermo

site under $3,000/acre from 2015-2020 (including the time of the City receiving the land), and the highest the land has been valued since that time is 2025, valued at approximately $3,500 per acre for the entire property. However, Goering and Defendants have now demanded a ransom from City just to release their deed restriction that would be valued, at minimum, more than $25,000 per acre (calculated from the 9 figure payment that Goering demanded).

20. In current deed searches, Defendants have placed a similar deed restriction in hundreds of deeds across the state of Texas. These deed restrictions all run with the land and are stated to last in perpetuity and have the effect of barring any competition in the energy sector from ever producing, generating, storing, or selling any electricity or other form of energy on that land. The restriction is definitively anti-competitive on its face. However, in this case the monopolistic restriction in question also allows Defendants to demand a ransom even when Defendants are not in competition over a project with another energy provider. As stated earlier, Defendants passed on the idea of building their own power plants to source the City's hyperscaler developer on the Property. Instead, Defendants have sought to name their price of ransom to the City to release their restriction with threat of killing the transformative deal that the City has with its developer. Without the anti-competitive incentive in this case, Defendants actions and demands against the City and its developer are the definition of antitrust. Even without Defendants' unconscionable actions and demands in this case, Defendants' widespread deed restriction creates several serious public policy concerns and problems and should be declared void. Further, Defendants served Plaintiff with a Cease & Desist letter on October 1, 2025, that Plaintiff immediately cease all construction on the ***data center*** itself, which has nothing to do with the generation of commercial power, as the data center could easily draw its power from off-site (Exhibit E attached hereto and incorporated herein by reference). This further shows that Defendants intend to use their attempted monopolistic power to extort the deed holder and to interfere with development unless their demands for unconscionable ransom payments are met.

I. **<u>Interference with Inherent Government Functions.</u>** In the current case, Defendants' actions interfere directly with the City's decisions for the best use of its land if it includes plans for any sort of production, generation, or storage of electricity. This restriction would preclude the City from building a hospital or fire station on the site, preclude City from using alternative forms of clean energy, as

well as preclude City from powering the data centers to which the City has contracted. The restriction would also prevent the City from utilizing solar or other alternative forms of clean energy which are encouraged by the State and which would allow City to claim grants and other forms of subsidies offered by the State or at the Federal level for City to provide cleaner energy for its citizens and businesses. A home-rule city derives its authority from Article XI, §5 of the Texas Constitution and is granted all powers not inconsistent with the Constitution or state laws. Deed restrictions and restrictive covenants do not apply to a government entity, particularly one with authority to condemn, with respect to property the governmental entity has acquired by purchase or condemnation and deed restrictions are not binding on the state or a subdivision thereof.[1] The Texas Supreme Court has repeatedly held that "a city cannot bind itself by contract in a manner that disables it from performing its governmental functions and such a contract does not waive governmental immunity."[2] If a private party's restriction prevents a city from exercising core municipal powers—such as utility siting, service provisioning, or economic development facilitation—it conflicts with the Legislature's express grant of authority to cities over its jurisdictional territory and should be void.[3] A restriction that interferes with a city's ability to fulfill its sovereign obligations or provide its essential services is void and unenforceable as a matter of public policy.[4] For these reasons and based on the cited authorities, the deed restriction in question should be declared void for public policy and/or unenforceable.

II. **Creation of Energy Monopoly is Prohibited.** Luminant Defendants' effectively attempted to create by deed restriction a 5,000 acre area of monopolized land in which only their corporate subsidiaries, parent company, or affiliated

[1] *See Wynne v. City of Houston,* 281 S.W. 544, 544 (Tex. 1926); *City of River Oaks v. Moore*, 272 S.W.2d 389, 391 (Tex.Civ.App.—Fort Worth 1954, writ ref'd n.r.e.); *See also* Attorney General Opinion No. GA-0249 (Sept. 13, 2004).

[2] *Clear Lake City Water Authority v. Clear Lake Util. Co.*, 549 S.W.2d 385, 390 (Tex. 1977); *West Travis Cty. Pub. Util. Agency v. Travis Cty. MUD,* 537 S.W.3d 549, 553-54 (Tex. App. – Austin 2017, pet denied.).

[3] *See* TEX. LOC. GOV'T CODE § 43.056; *City of Pharr v. Tippitt*, 616 S.W.2d 173, 177 (Tex. 1981).

[4] See *City of Austin v. Jamail*, 662 S.W.2d 779, 782 (Tex. App.—Austin 1983, writ ref'd n.r.e.); *City of Corsicana v. Willmann*, 216 S.W.3d 846, 855 (Tex. App.—Waco 2007, no pet.)

entities could conduct business in the energy sector. The restriction –on its face– is anti-competitive and is only included in the deed in question in order for Defendants create a monopoly on the Property, which is void for public policy.[5] In the interest of public policy, Courts have struck down such conspiracies to create monopolistic deed restrictions where a company created an exclusive "reserve area" by deed in which the land owner could not control any mining or selling lignite resources (used for power generation) on its land or access the market in that area, as well as struck down a similar attempt of railroad companies creating a monopolistic tying/exclusive dealing agreement requiring the new land owner to only be able to use the seller's railway services.[6] These Courts further noted that the "maintenance of monopolies and agreements in restraint of free trade" are classic violations of state and federal antitrust laws. *Id.* This violation of the Texas Free Enterprise and Antitrust Act would be especially true and relevant in the energy sector following the necessary deregulation of the energy market in 1999 when Texas Legislators found that Luminant Defendants and its parent company and affiliated subsidiary energy companies were guilty of conspiring to create and actually did create monopolies within the energy sector. Statutes such as Texas Administrative Code §25.272 instruct the Courts to consider the utility's prior history of violations, of which Luminant Defendants, their parent and subsidiary companies were found to be the worst corporate violators to monopolize the production, generation, storage, delivery, and sale of energy that the Texas energy market had ever known, leading to the Legislators' wise decision to break up Defendants' monopolies and deregulate the energy market to prevent similar future schemes in the energy sector. However, Defendants' deed restriction that now appears in hundreds of deeds across the state of Texas alone reveals Defendants' newest conspiracy to circumvent the laws requiring competition to protect energy consumers and land owners and to create new forms of monopolies. Their new

[5] *Frey v. DeCordova Bend Estates Owners Ass'n*., 647 S.W.2d 246 (Tex. 1983), *Bein v. McPhaul*, 357 S.W.2d 420 (Tex.Civ.App.--Amarillo 1952, no writ), *Pilarcik v. Emmons*, 966 S.W.2d 474, 478 (Tex. 1998), (*See Twin Creeks Golf Grp.*, *L.P. v. Sunset Ridge Owners Ass'n, Inc.*, 537 S.W.3d 535, 538 (Tex. App. 2017))

[6] *Northern Pacific Ry. Co. v. US,* 356 U.S. 1 (1958); *TCA Bldg. Co. v. Northwestern Resources Co.*, 861 F. Supp. 1366 (S.D. Tex. 1994).

scheme is achieved by blocking off thousands upon thousands of acres of Texas land that can only develop, generate, store, or sell electricity or alternative energy if they exclusively use Defendants' various subsidiaries, or are forced to privately pay Defendants a king's ransom to release the restriction. The monopolistic language of the deed restriction in question also violates at least the following state statutes:

a. Texas Free Enterprise and Antitrust Act of 1983 (Tex. Bus. & Com. Code §§15.01—15.52;

b. Ch. 39 – Texas Utilities Code;

c. Ch. 25 – Texas Administrative Code;

d. Texas Local Government Code §43; and

e. Texas Public Utility Regulatory Act.

III. **Perpetual Non-compete Covenant is Prohibited.** Luminant Defendants' deed restriction in question is in perpetuity and runs with the land. This makes the restriction establish a non-compete clause in the production, generation, or storage of energy on the Property forever. This perpetual anti-competitive language also makes the restriction void for public policy. A restrictive covenant is valid only so long as it is reasonable in scope and duration and does not unreasonably restrain trade and/or the free use of land.[7] A restriction is void or unenforceable that is so overbroad or onerous that it confers no substantial benefit beyond stifling competition in favor of a party and/or which essentially destroys the productive or economic use of the land for the land owner. *Id.*[8] This restriction should also be declared void or unenforceable as the perpetuity creates unrestrained limitations as

[7] *Frey v. DeCordova Bend Estates Owners Ass'n*., 647 S.W.2d 246 (Tex. 1983), *Bein v. McPhaul*, 357 S.W.2d 420 (Tex.Civ.App.--Amarillo 1952, no writ), *Pilarcik v. Emmons*, 966 S.W.2d 474, 478 (Tex. 1998), (*See Twin Creeks Golf Grp.*, *L.P. v. Sunset Ridge Owners Ass'n, Inc.*, 537 S.W.3d 535, 538 (Tex. App. 2017))

[8] **BUSINESS AND COMMERCE CODE CH.** 15: Monopolies, Trusts and Conspiracies in Restraint of Trade.

> to time, geographical area, and scope of activity for the City to use or develop its own land for its citizens. Lastly, the restriction in question also harms the public's interest in fair energy competition; another ground courts have stricken such a restriction as void for public policy. *Id.*[9]

21. As demonstrated above, the deed restriction in question should be ruled void for public policy and/or unenforceable as a matter of law. The restriction's monopolistic and perpetual barring of energy competition on Texas land is void for public policy as a matter of law, even if parties were private citizens or companies. Here, the restriction of City's ability to govern, develop, and exercise its sovereign power to determine the highest and best use of City's land is an even greater violation of numerous statutes and established common law prohibiting a person or company from attempting to entice a branch of government to contractually deed away its Constitutional powers and authorities to govern and use its property for the benefit of its citizens. The restriction's interference with the City's governmental authority and ability to govern and provide essential services and development for its citizens also provides reasoning and authority for the restriction to be declared void for public policy and/or unenforceable.

Luminant Defendants' Unjust Enrichment from Transfer.

22. Luminant Defendants and their parent and related companies reported through bankruptcy proceedings to owing various creditors approximately $33 billion in debts. For the nearly year and a half that Luminant Defendants were negotiating the gift of Thermo land to City, even signing an LOI to do so, Luminant Defendants were reporting to the bankruptcy court millions upon millions of dollars owed on and related to the Thermo Property which Luminant Defendants knew would be either forgiven or assumed by the City after Luminant Defendants were released from bankruptcy. This included approximately $43,000,000.00 in obligations to the RRC in reclamation needs of the land, a similar monetary obligation to the ACOE to restore waterways of the Thermo site, another obligation to TxDOT and Hopkins County to rebuild a bridge and portion of a highway, as well as tax and other debts to the City of Sulphur Springs, Sulphur Springs ISD, and Hopkins County, Texas. Luminant Defendants reported all of these losses, obligations, and debts to the bankruptcy court knowing that City would later forgive and/or assume these

[9] *Baker v. Henderson*, 153 S.W.2d 465 (Tex. 1941).

obligations after the land was deeded to City. The provisional release of the Luminant Defendants hinged in large part on Luminant Defendants posting a large monetary bond in order to ensure their compliance with reclamation requirements to restore the Thermo site, as well as to clean and restore many other properties that hosted mining or other energy-generating operations where the operations had damaged the land and the environment. However, whenever Defendants completed various reclamation obligations, they would get money back from the bond. City appeared with Luminant Defendants in their RRC hearings and helped the Defendants gain approval of reclamation plans. City allowed Luminant Defendants to do less than Defendants' original reclamation projects in many ways. For example, City allowed Luminant Defendants to leave a large hill in place which Luminant Defendants were originally obligated to tear down to grade with surrounding land. This concession alone saved Luminant Defendants approximately $4 million in their reclamation obligations, yet Defendants were then eligible to reclaim the entire original monetary cost of the obligation from the bond. City has reason to believe it saved Defendants as much as $18 million in its reclamation costs yet Defendants almost assuredly got to claim the full amount of the original cost estimates back from the bond. Next, City convinced the ACOE to allow City to assume Defendants' requirements and obligations to restore the waterways of the Property, which also saved Defendants millions in restoration costs. City also assumed and assisted Defendants to save significant amounts of restoration costs associated with the Texas Commission on Environmental Quality ("TCEQ"), which saved Defendants substantial additional money. When City annexed the Property, City assumed Defendants' obligations to TxDOT and Hopkins County to rebuild a bridge and highway that passed through the site, saving Defendants additional millions in restoration costs. As a condition of the parties' LOI, Luminant Defendants were apparently able to write off the full market value of the Property for tax purposes by gifting the land to the City. Luminant Defendants had estimated that closing down the site would cost them an additional $20-25 million in costs that would have been saved by City taking possession of the land. Lastly, City, Sulphur Springs ISD, and Hopkins County were listed as creditors in Defendants' bankruptcy, who were each owed significant amounts of taxes which was disposed in Defendants' final bankruptcy.

23. Based on Defendants' representations to their bankruptcy court that the land was only worth de minimus value to Defendants due to all its debts and obligations, as well as Defendants repeated representations to their bankruptcy court that they had no other significant future interests

in real property through contract or deed restrictions, City reasonably relied on Defendants' sworn testimony and documents that Luminant Defendants did not intend to ever enforce their deed restriction against City, and if Luminant Defendants did attempt to enforce the restriction, City would only owe Defendants de minimus value if City ever had to condemn the restriction. This reasonable reliance from the City was bolstered by Defendants' representations to the RRC that City was the absolute owner of the Property and that the only rights to the Property retained by Defendants on the Property were easements for the purposes of reclamation. Defendants further testified to the RRC that they fully supported and were assisting City to benefit its citizens through a "transformative" development of the Property, which would be developed according to City's determination of the "highest and best use" of the Property. In actuality, it has now become clear that Defendants intended to reap all the benefits using the "gift" deed to City of undisclosed bankruptcy relief, obligations of reclamation relief and savings from City's involvement, as well as the resulting monetary gains from Defendants' bond, obligations of waterway restoration relief and savings from City's involvement, obligations to TCEQ relief and savings from City's involvement, obligations of rebuilding a bridge and portion of highway entirely from City's involvement, and the forgiveness of tens of thousands of dollars in tax debts from City's involvement. Through the years following the transfer of property, Luminant Defendants had represented to multiple government agencies that they would support the City's commercial development of the Property and inferred, if not outright stated to the agencies, that there would be no problems of providing electricity to the site. However, despite their windfall of benefits from the transfer and from City's involvement, as soon as City's hard work resulted in a significant and transformative contract for development that would greatly benefit City, all of east Texas, as well as the entire state of Texas, Defendants finally showed their ultimate intention of creating a monopoly for electricity on the land and then gouging City and City's developer for an obscene amount of compensation ($100+ million) to release a restriction on land in which Defendants didn't even want to conduct business.

Declaratory Relief

24. Plaintiff seeks a declaratory judgment to determine whether the deed restriction in question should be struck down as void for public policy and/or unenforceable against City, with respect to rights, status, and other legal relations of the parties arising under the actual written

agreements between the parties, as well as established law and Legislators' findings and codification of public policy in the best interest of Texas citizens and their governing authorities.

25. If the Court were to grant declaratory judgment, it would end the genuine controversy that exists between the parties. Plaintiff therefore requests the Court enter any or all of the following declaratory judgments as follows:

A. The deed restriction in question is void for public policy.

B. The deed restriction in question is void for public policy because it interferes with City's Constitutional and statutory rights to govern its own land.

C. The deed restriction in question is void for public policy because it creates a monopoly in favor of Defendants.

D. The deed restriction in question is void for public policy because it violates anti-competition statutes and laws.

E. The deed restriction in question is void for public policy because it violates antitrust statutes and laws.

F. The deed restriction in question is void for public policy because the perpetual time and scope of the provision is unreasonable and overly broad.

G. The deed restriction in question is unenforceable against City.

H. The deed restriction in question is unenforceable against City because it interferes with City's Constitutional and statutory rights to govern its own land.

I. The deed restriction in question is unenforceable against City because it creates a monopoly in favor of Defendants.

J. The deed restriction in question is unenforceable against City because it violates anti-competition statutes and laws.

K. The deed restriction in question is unenforceable against City because it violates antitrust statutes and laws.

L. The deed restriction in question is unenforceable against City because the perpetual time and scope of the provision is unreasonable and overly broad.

CAUSE OF ACTION FOR FRAUDULENT CONCEALMENT

26. Plaintiff incorporates all facts and authorities cited above as if stated verbatim herein.

27. The Defendants concealed from or failed to disclose certain facts to the Plaintiff. Namely, Defendants had a duty to inform Plaintiff that, even though it was found nowhere in parties' LOI or written agreements, Defendants would put in a monopolistic deed restriction as Defendant Goering claimed they put in all their deeds and would later use it to prevent Plaintiff from developing the land without paying ransom. Defendants also had a duty to disclose their similar deed restrictions Defendant Goering claimed were of "significant value" to the bankruptcy court, and to Plaintiff as Plaintiff reviewed Defendants' bankruptcy filings. Lastly, Defendants had a duty to disclose this deed restriction to the RRC instead of claiming that Plaintiff was sole owner and Defendants only had easements for the purpose of reclamation.

28. These facts were material.

29. The Defendants knew (1) Plaintiff was ignorant of the facts, and (2) Plaintiff did not have an equal opportunity to discover the facts.

30. The Defendants were deliberately silent when they had a duty to speak.

31. By failing to disclose the facts, Defendants intended to induce Plaintiff to take some action or refrain from acting.

32. The Defendants were deliberately silent when they had a duty to speak.

33. The Plaintiff relied on the Defendants' nondisclosure.

34. Plaintiff was injured as a result of acting without the knowledge of the undisclosed facts.

CAUSE OF ACTION FOR COMMON LAW FRAUD

35. Plaintiff incorporates all facts and authorities cited above as if stated verbatim herein.

36. The Defendants made representations to the Plaintiff. Namely, Defendants made these representations in parties' LOI and written agreements, Defendants made these representations by

showing no value in Thermo property or in other deed restrictions in bankruptcy court, and by testifying to RRC that Plaintiff was sole owner and Defendants only had easements for the purpose of reclamation and that Defendants were supporting the "transformative" development of Thermo by City as determined by City's decision of the land's "highest and best use."

37. These representations were material.

38. These representations were false.

39. When the Defendants made these representations, Defendants (1) knew the representations were false, or (2) made the representations recklessly, as a positive assertion, and without knowledge of its truth.

40. The Defendants made the representations with the intent that Plaintiff act on them.

41. Plaintiff relied on the representations.

42. The representations caused Plaintiff injury.

CAUSE OF ACTION FOR CIVIL CONSPIRACY

43. Plaintiff incorporates all facts and authorities cited above as if stated verbatim herein.

44. The Defendants were members of a combination of two or more persons.

45. The object of the combination was to accomplish (1) an unlawful purpose, or (2) a lawful purpose by unlawful means. Defendants had been found guilty of creating monopolies in the past and therefore knew or should have known that monopolistic language in their deed restriction (especially in direct contradiction with their agreement with Plaintiff) was unlawful.

46. The members had a meeting of the minds on their object or course of action with the unlawful deed restriction.

47. One of the members committed an unlawful, overt act to further the object or course of action. Defendants did this when they presented the deed restriction to Plaintiffs and when

Defendant Goering used his attempted monopoly to gouge Plaintiff and Plaintiff's developer for $100+ million dollars unlawfully.

48. Plaintiff suffered injury as a proximate cause of the wrongful act.

IN THE ALTERNATIVE, CAUSE OF ACTION TO QUIET TITLE

49. This is an action to quiet title on real property described above and more fully in Exhibit C.

50. Plaintiff is the rightful owner of the Property and was in possession of the property and is entitled to the possession of the Property by virtue of Special Warranty Deed.

51. Plaintiff, on November 22, 2019, acquired exclusive possession of the Property and has occupied and held the Property since that date in open, adverse, and continuous possession at all times until Plaintiff was forcibly dispossessed of the Property by use of a void and/or voidable deed restriction.

52. Plaintiff, was wrongfully dispossessed of the Property through the use of the void and/or voidable deed restriction.

53. Plaintiff has paid all property taxes assessed on the Property continuously, timely and without any delinquency in payments, including payment of all Hopkins County taxes and all other taxing authorities for which Plaintiff was assessed and had notice to pay.

54. Any purported claim or interest of Defendants on the Property is invalid, unenforceable or without right against Plaintiff because Defendants seek to enforce a void and/or voidable deed restriction.

55. Defendants claim to have an adverse claim or interest in the Property and that purported adverse claim operates as a cloud on Plaintiff's title to the Property. Defendants' purported nature of the interest in the Property is a deed restriction prohibiting the production, generation, or storage of any form of commercial energy.

56. In order for Plaintiff to enjoy title to the Property, Defendants' adverse estate or interest claim must be removed.

Declaratory Judgment

57. Plaintiff, pursuant to Sections 37.001-011 of the Texas Civil Practice and Remedies Code, requests a declaratory judgment that Plaintiff is the sole and rightful owner of the Property.

Attorney's Fees and Costs

58. Pursuant to Section 37.001-011 of the Texas Civil Practice and Remedies Code, Plaintiff hereby requests the recovery of reasonable and necessary attorney's fees and all costs of court incurred by Plaintiff, which will be proven based upon attorney's invoices and testimony, as well as including all fees necessary in the event of an appeal of this cause of action to the Court of Appeals and the Supreme Court of Texas, as the Court deems just and equitable.

Exemplary Damages

59. Pursuant to Tex. Civ. Prac. & Rem. Code §41.003(a)(1) and 41.001(6), Plaintiff seeks exemplary damages from Defendants for their actions and omissions as described above.

Required Initial Disclosures

60. As provided in Rule 194, Texas Rules of Civil Procedure, required Initial Disclosures of all items listed in Rule 194.2 must be made at or within 30 days after the filing of the first answer unless a different time is set by the parties' agreement or court order.

61. Plaintiff asks the Court to keep the requirement of Initial Disclosures to be made within 30 days.

Prayer

Plaintiff prays that Defendants be cited to appear and answer this petition.

Plaintiff further prays that the Court will grant this Petition for Declaratory Judgment, Fraudulent Concealment, Common Law Fraud, and Civil Conspiracy, or in the alternative, to Quiet Title, and that Plaintiff be awarded a judgment against Defendants for actual and exemplary damages, prejudgment interest, post-judgment interest, reasonable and necessary attorney's fees and all costs of Court as are equitable and just, and for all other relief to which Plaintiff is entitled both in equity and law.

Respectfully submitted,



Nate Smith
Attorney for City of Sulphur Springs
Texas Bar No. 24088441
201 N. Davis St.
Sulphur Springs, TX 75482
Office Phone: (903) 885-7541
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nsmith@sulphurspringstx.org

EXHIBIT A

Luminant

#573

Matt Goering
Vice President – Operations Planning
matthew.goering@luminant.com

Luminant
1601 Bryan Street
Dallas, TX 75201

T 214.875.9977

March 29, 2017

The City of Sulphur Springs
Attention: Mark Maxwell, City Manager
125 South Davis Street
Sulphur Springs, Texas 75482

Re: Letter of intent for the development and conveyance of approximately 4,900 acres, formerly the Thermo Mine, located in or near Sulphur Springs, Texas (herein referred to as the **"Property"**)

Dear Mr. Maxwell:

WHEREAS, Luminant Mining Company LLC ("Luminant") is the owner of 4,900 acres more or less of land in Hopkins County, Texas, said Property having been permitted for mining operations by Luminant and now being subject to the reclamation requirements of the Railroad Commission of Texas ("RRC"), which requirements are secured by a bond, posted by Luminant, until completion (the "Bond");

WHEREAS, the Property is also subject to the rules and regulations of various other regulatory agencies, including but not limited to, the Texas Commission on Environmental Quality ("TCEQ") and the United States Army Corps of Engineers ("USACOE");

WHEREAS, the RRC supports reclamation activities and changes of land use that result in beneficial land use by the general public and, specifically, the local community;

WHEREAS, the City of Sulphur Springs (the "City") is the county seat of Hopkins County (the "County"), and desires to flexibly develop, use and maintain the Property as a multi-use site for its residents;

WHEREAS, Luminant desires to work with the City to prepare the Property to be developed by the City into a multi-use site, subject to the rules and requirements, if any, and the ultimate final approval of the RRC; and

WHEREAS, Luminant and the City held meetings on February 10, 2017 and March 24, 2017 to discuss the general terms of the agreement.

NOW, THEREFORE, Luminant and the City enter into this non-binding letter of intent ("LOI") setting forth some of the basic agreements and terms pursuant to which Luminant proposes to prepare and convey to the City the above referenced Property.

1. **Property:** The Property consists of approximately 4,900 acres +/- of unincorporated land in Hopkins County, as more particularly depicted on the attached map. The Property is subject to the reclamation requirements of the RRC, the completion of which are

secured by the Bond. The City desires to own and develop the Property into a multi-use site, including but not limited to recreational and commercial uses. The Property is comprised of:

a. **H-Area**. Luminant intends to complete reclamation on that portion of the Property known as the former H-Area, roughly 350 acres more or less ("H-Area"), by developing it into a recreational area, subject to the RCT's approval of such land use change and designation, which will include a pond, forested, open pasture and wetland areas. The pond to be created will have a capacity of 475 acre feet ("H-Area Pond"). Pursuant to Section 11.142 of the Texas Water Code, reservoirs with a capacity of more than 200 acre feet require a permit (water right) to impound such amount of water.

b. **Facilities**. The City desires to keep and for Luminant to leave in their current condition the facilities constructed or placed by Luminant onto the Property, to include but not be limited to haulroads, rail lines, silos, office and maintenance buildings, tank farms (bulk storage tanks), culverts, access roads, overpasses and drop structures (the "Facilities").

c. **County Roads, Bridges, Overpasses, Etc**. The Property is subject to certain requirements from the County and the Texas Department of Transportation ("TXDOT") related to the construction of certain county roads and the removal of the FM 1870 bridge, respectively (collectively, the "Roadway Obligations"). The City desires to keep and maintain the FM 1870 bridge.

d. **Wetlands**. Based on requirements of the USACOE, Luminant is required to protect and maintain certain wetland areas on the Property.

e. **Remaining Property**. The design for and end-use of the remaining Property not described above in 2(a-d) will be created in consultation with the City.

Once this agreement has been presented to and approved by the RRC, Luminant will deliver to the City the design for the H-Area (the "H-Area Initial Design"), and a map depicting the Facilities and the Roadway Obligations, all of which will be submitted to the RRC for final approval.

2. **Conveyance:** In consideration of the promises made by the City and the ability, with the City's complete cooperation and consent, of Luminant to deduct the full fair market value of the Property, Luminant will gift the Property to the City, either in whole or in pieces. Such conveyance(s) will be made upon the mutual agreement of the City and Luminant, and based on permit and the Bond requirements in effect at the time. Notwithstanding such restrictions, the City and Luminant will endeavor to the transfer of the Property to the City as expeditiously as possible.

For clarity, at no time will the Property be open to the public while ownership is vested with Luminant.

3. **Responsibilities of the Parties:** Per the rules and regulations of the RRC, Luminant is currently responsible for the reclamation of the Property, which will remain under Luminant's Bond and the responsibility of Luminant until the RRC releases or transfers the Bond.

a. **Luminant's Responsibilities:** Until the Property is transferred to the City and as long as the Property is under Luminant's Bond, Luminant shall have full authority to make any regulatory decisions related to the Property, including those related to its development.

Luminant will reclaim the H-Area property by undertaking development of the layout and natural elements of the H-Area Initial Design at its sole cost and in accordance with the RRC's reclamation requirements. Luminant will allow the City to review the H-Area Initial Design and any subsequent changes to the H-Area Initial Design, and will endeavor to accommodate all of the City's desires and future uses of the H-Area in finalizing the H-Area Initial Design and in the developing of the H-Area property; provided, however, that at all times Luminant will have sole authority over the H-Area development.

For clarity, Luminant shall not be responsible for the costs or expenses associated with, nor required to provide any financial support to the City for, any structural Improvements or features to be added to the Property, including any depicted for illustrative purposes in the H-Area Initial Design, or that the City otherwise wishes or decides to install on the Property, which might include, but not be limited to, any walking trails, bike trails, picnic areas or furniture, playgrounds and associated equipment, pavilions, and parking areas (collectively, "Improvements"). Such Improvements, will be the sole responsibility and cost of the City or its developer.

b. **The City's Responsibilities:** The City agrees to assist Luminant in all respects in getting approval from the RRC to undertake this development, and in completing the development.

The City acknowledges and agrees to assume from Luminant the Roadway Obligations. With Luminant's consent and cooperation, the City will be responsible for reaching agreements with Hopkins County and TXDOT to ensure that such obligations are transferred to the City. The City shall also be responsible for an agreement with TXDOT to keep the FM 1870 bridge.

The City acknowledges that the capacity of the H-Area Pond will be 475 acre feet and that of the G-13 pond is 2,400 acre feet. Pursuant to the requirements of Section 11.142 of the Texas Water Code, the City shall, upon consultation with TCEQ, either transfer its existing or seek new water rights to accommodate the capacity of the H-Area Pond and the G-13 Pond.

The City shall, with the cooperation and consent of Luminant, annex the Property into the City of Sulphur Springs; provided, however, that prior to

such annexation the City and Luminant have agreed in a binding document that annexation of the Property into the City of Sulphur Springs will not subject Luminant to any new or additional property or ad valorem taxes not currently assessed.

For clarity, the City shall not be required to provide any financial support to Luminant for the development of the natural elements of the H-Area which are regulated by the RRC, and will not have any authority or ability to direct the development or change those aspects of the H-Area which are regulated by the RRC.

c. **Collective Responsibilities**. The City and Luminant will work together to transfer the obligations of the RRC, including the permit requirements, from Luminant to the City.

4. **Timing:** The process of obtaining approval from the RRC of the H-Area Initial Design and other aspects of the development of the remaining Property is anticipated to take up to one (1) year. Subsequent to such approval, reclamation can commence. Based on RRC requirements and the overall size of the H-Area property, Luminant anticipates the final disposition of the regulatory mine permit and the Bond affecting said the H-Area should occur within five (5) to seven (7) years. Final disposition of the permit and Bond for other portions of the Property may take more or less time.

5. **No Contract**: This LOI is non-binding. No contract or agreement of purchase or sale shall be deemed to exist between Luminant and the City unless and until a contract has been mutually executed between the parties in form and substance satisfactory to both parties' legal counsel.

If the proposals set forth above are acceptable to the City, Luminant would appreciate your acknowledgement and signature on the following page of this LOI indicating that the City is in agreement with these terms. Upon execution of this LOI, Luminant will commence developing the final Design Package to be submitted to the RRC.

Best regards,

Luminant Mining Company LLC

By: _____
Matthew A. Goering
Vice President

I Emily Glass, Mayor of the City of Sulphur Springs, being duly vested with the proper and necessary authority, hereby acknowledge that I have read this letter of intent and that it correctly states the proposed terms of the development and conveyance of the Property.

Signed this 29 day of ~~April~~ March EG, 2017.

The City of Sulphur Springs

By: Emily Glass

Its: Mayor

EXHIBIT B

DEVELOPMENT AGREEMENT

BETWEEN

LUMINANT GENERATION COMPANY LLC

LUMINANT MINING COMPANY LLC

AND

THE CITY OF SULPHUR SPRINGS

DATED OCTOBER 16, 2018

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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into pursuant to Section 212.172, and Chapters 271 and 380 of the Texas Local Government Code between the City of Sulphur Springs, Texas (the "City"), a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, acting by and through its City Manager, and Luminant Mining Company LLC and Luminant Generation Company LLC (together, "Luminant"), each a Texas limited liability company, with principal offices at 6555 Sierra Drive, Irving, Texas (City and Luminant are sometimes individually referred to as a "Party", and collectively as the "Parties").

RECITALS

WHEREAS, the City is a home rule city in Hopkins County, Texas; and

WHEREAS, Luminant owns approximately 4,901.228 acres of unincorporated real property in Hopkins County, Texas (the "Land"), more particularly and separately described in the attached Exhibit "A", some of which is located in the extraterritorial jurisdiction of the City ("ETJ"); and

WHEREAS, portions of the Land were permitted for mining operations by Luminant, which mining has been completed; and

WHEREAS, a portion of the Land, more particularly and separately described in the attached Exhibit "A", was permitted for mining operations by Luminant, which mining has been completed (the "Reclamation Tract"), and is now subject to the reclamation requirements of the Railroad Commission of Texas ("RRC"), which requirements are codified in 16 Texas Administrative Code § 12.1 et seq. (the "Coal Mining Regulations") and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time (together with the other permits listed herein, the "Permits"), and secured by a blanket collateral bond posted by Luminant (the "Bond"), which is required to be maintained with the RRC in an amount sufficient to cover the approved reclamation cost until release of all reclamation obligations; and

WHEREAS, the Reclamation Tract is also subject to the rules and regulations of various other regulatory agencies including, but not limited to, the Texas Commission on Environmental Quality ("TCEQ") and the United States Army Corps of Engineers (the "Corps") (the regulations, collectively, the "Environmental Regulations"); and

WHEREAS, Luminant, in furtherance of its operations, placed or constructed certain Improvements and Facilities (both defined herein) on the Land, and will, subject to this Agreement, install certain Improvements on the Reclamation Tract, namely a water impoundment, stream channels and forested wetlands (the Improvements, Facilities and Land, collectively referred to as the "Property"); and

WHEREAS, the City desires to own and flexibly develop, use and maintain the Property as a multi-use site for the benefit of its residents; and

WHEREAS, Luminant desires (i) to transfer the Property to the City, and (ii) to prepare the Property to be developed by the City into a multi-use site, all subject to (a) Luminant's ability to continue the current use of certain portions of the Land, which includes Luminant's ability to continue reclamation operations; (b) Luminant's ability to remain in compliance with the Coal

Mining Regulations, the Permits, the Environmental Regulations and any other rules and regulations covering its reclamation obligations or its occupancy of the Land; (c) the final approval by the RRC of all necessary permit revisions, and the release of the Reclamation Tract from the Permits, the Bonds, the Environmental Regulations and from any other programs or permits covering reclamation obligations (the "Releases"); and (d) the City's guarantee that the City's current or future land-use and development regulations and/or ordinances shall not be applicable to the Reclamation Tract and any Facilities or Improvements located thereon until the Releases have been provided in full and final form, in consideration for which, among other things, Luminant agrees to enter into this Agreement; and

WHEREAS, the City desires to permit Luminant to continue reclaiming the Reclamation Tract in accordance with (i) the Coal Mining Regulations, the Permits, the Environmental Regulations, and any other rules and regulations covering reclamation obligations on the Reclamation Tract, and (ii) this Agreement, without the Reclamation Tract being subject to current or future land-use and development regulations and/or ordinances of the City; and

WHEREAS, the RRC supports reclamation activities and changes of land-use that result in beneficial land use by the general public and, specifically, local communities; and

WHEREAS, the Land is eligible to be the subject of a development agreement under Section 212.172 of the Local Government Code and an economic development agreement under Chapter 380 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in compliance with Section 212.172 and Chapter 380, in order to address the desires of Luminant and the City; and

WHEREAS, the City will be the beneficiary of the reclamation activities undertaken by Luminant, which activities constitute services for purposes of Chapter 271 of the Texas Local Government Code; and

WHEREAS, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose, be in the best interests and welfare of the public, and provide future benefit to the economy of the City; and

WHEREAS, the City Council authorized and approved this Agreement at a special meeting of the City Council subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155), that approved this Agreement with Luminant on the terms and conditions herein; and

WHEREAS, Luminant and the City acknowledge that this Agreement is binding upon the City and Luminant, and their respective heirs, successors and assigns for the Term (defined herein) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Hopkins County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSES, AUTHORITY AND CONSIDERATION

1.1 Authority. Authority for Luminant and the City to enter into this Agreement exists under the City Charter of the City, Section 212.172 and Chapters 271 and 380 of the Texas Local Government Code, and such other statutes as may be applicable. The approval of this Agreement is subject to and contingent upon authorization granted by the City Council.

1.2 Benefits. The City desires to enter into this Agreement to enhance the City's ability to plan for, enhance, coordinate and control the development of the Property. The City acknowledges that such enhancement and control will allow it to develop the Property as a multi-use site and be competitive in attracting industry and business to the City. The City desires to attract business and tax revenue for the benefit of the City and its residents, and thereby stimulate economic growth in the future, provide for efficient use of the Property, and serve a valuable public purpose.

Luminant desires to enter into this Agreement to facilitate the efficient and cost-effective reclamation and re-use of the Property and will benefit from the certainty provided by this Agreement with respect to its reclamation obligations and annexation, and from commitments made by the City with respect to the existing and planned Facilities and Improvements.

1.3 Consideration. The benefits to the Parties set forth in the Recitals and herein, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is acknowledged by the Parties.

1.4 Effective Date. This Agreement shall be effective on the date this Agreement is fully executed by both Parties.

1.5 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years (the "Term").

1.5.1 Extensions to Term. Prior to the termination of the Term, and with one hundred eighty (180) days written notice to the City, Luminant, or any of its respective successors or assigns, may extend this Agreement for additional periods of five (5) years each if the Permits, the Bond, the Environmental Regulations and another rules and regulations covering reclamations obligations have not been fully and finally released; provided, however, that (i) Luminant is not in Material Breach of the Agreement, and (ii) such additional periods do not cumulatively exceed the limitations of State law.

1.5.2 Early Termination. Luminant may terminate this Agreement at any time after Closing but prior to the end of the Term, including as extended, if necessary, provided that:

1.5.2.1 the Permits, the Bond, the Environmental Regulations and any other rules and regulations covering reclamation obligations have been fully and finally released; or

1.5.2.2 the City has not satisfied the Conditions Precedent (defined herein) by the date set in Section 4 hereof.

SECTION 2. PURCHASE AND SALE

2.1 Purchase and Sale. Luminant agrees to sell and convey and the City agrees to purchase and pay for the Property. For clarity, the Property shall include all rights of Luminant whatsoever

in and to the Property, including without limitation all of Luminant's right, title and interest in and to adjacent streets, alleys, strips, gores, rights-of-way, privileges, easements, interests and appurtenances thereto. Luminant's rights and obligations under the Permits, its rights under the Exclusive Easement, and the rights otherwise reserved herein are hereby excluded from the Property.

2.2 Purchase Price. The purchase price for the Property is One Hundred and No/100 Dollars ($100.00), and other good and valuable consideration consisting of the mutual covenants, restrictions, obligations and provisions of this Agreement.

2.3 Description of Property. The Property consists of and includes the following Land, Facilities, Improvements and other real and personal properties.

2.3.1 Land. The Land is 4901.228 acres more or less, as identified on Exhibit "A" attached hereto.

2.3.1.1 Description. The Parties acknowledge and agree that some of the descriptions describing portions of the Land are based on deed references, including metes and bounds, which are based on surveys conducted decades ago. The Parties acknowledge and agree that the Property description attached hereto is sufficient to accurately identify the Property to be conveyed until delivery and approval or deemed approval of a Survey of the Property. Upon approval or deemed approval of the Survey, the Property description set forth in the Survey shall be the description of the Property for all purposes of this Agreement.

2.3.1.2 Surveys. Luminant will furnish to the City any existing surveys or property descriptions of the Land that are in Luminant's possession. Should the City require a recertification of such surveys, recertification will be done at the City's sole cost and expense. For those portions of the Land that do not have a survey or a metes and bounds deed description, a legal description of the Land will be made by a registered professional land surveyor at the City's expense.

2.3.2 Facilities. Existing facilities on the Land include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas and rail sidings, as identified on Exhibit "D" attached hereto (the "Facilities").

2.3.3 Improvements. Existing Improvements on the Land include, but are not limited to, certain wetlands, haul roads, rail lines (including the KCS switch and rail crossing), culverts, access roads, drop structures, and the FM 1870 Bridge. Luminant will construct, as future Improvements, the Water Impoundments, stream channels and forested wetlands on the Land, as identified on Exhibit "E" attached hereto (the "Improvements").

2.3.3.1 Water Impoundments. The existing and future ponds or water bodies ("Water Impoundments"), some of which will require the City to secure authorization from TCEQ to store and/or use the water stored within such Water Impoundments, as listed with more specificity on Exhibit "L":

a. A-18 Pond;

b. B-15 Pond;

c. B-17 Pond;

d. B-18 Pond;

e. C-06 Pond;

f. D-03 Pond;

g. G-13 Pond; and

h. H-03 Pond.

2.3.4 Existing Water Right. At Closing, Luminant will transfer to the City Water Right No. 5906 ("Water Right No. 5906"), which currently authorizes the storage and use of the water in the B-15 Pond, B-18 Pond and D-03 Pond, subject to retaining from the City the right to use Water Right No. 5906 through the completion of reclamation and receipt of all Releases.

2.3.5 Waste Landfills. The Land includes four (4) industrial solid waste disposal sites, all of which may contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit "F".

2.3.6 Monitoring Wells and Dewatering Wells. As depicted on the attached Exhibit "G", there are monitoring wells and dewatering wells associated with Luminant's reclamation obligations. Such "Monitoring Wells and Dewatering Wells" will remain under Luminant management and control, subject to the Exclusive Easement, which management and control will transfer to the City upon the expiration of the Exclusive Easement.

2.3.7 Permits. At the completion of reclamation and upon satisfaction of the requirements under any Environmental Regulation or Coal Mining Regulation, and, specifically, after all of Luminant's obligations related to discharge to the Water Impoundments have been met and the Bond has been released as to all areas covered under the Texas Pollutant Discharge Elimination System permit no. WQ0004122000 (the "TPDES Permit"), Luminant will transfer said TPDES Permit to the City.

If the City desires to operate the existing sewer plant, which is covered under the TPDES Permit, prior to said transfer, the City must acquire a separate permit from TCEQ.

2.4 Excluded Property. The Property shall not include:

2.4.1 those certain tracts of land, identified in Exhibit "B" and totaling 148.964 acres, which are encumbered with a right of first refusal for the benefit of a third-party (the "Excluded Tracts"), ownership of which shall be retained by Luminant;

2.4.2 the 1.3 acre tract owned by Oncor; and

2.4.2 the silo, conveyor and crusher, all of which Luminant shall remove during its reclamation operations.

2.5 Property Inspection. The City shall have the right, until ten (10) days prior to Closing, to i) inspect the Property and verify the feasibility and suitability of the Property for the City's intended use, and ii) conduct all desired studies, tests, and inspections of the Property that the City deems advisable; provided, however, the City may only enter upon the Property to conduct inspections upon one (1) business days' notice to Luminant; provided further, however, neither the City nor its agent will be permitted to dig or excavate, nor conduct any soil borings or backhoe trenching on any portions of the Land without the advanced written consent of Luminant, which consent may be withheld by Luminant in its sole and absolute discretion. The City shall backfill and restore any hole or trench resulting from any approved inspection as soon as reasonably practicable after completing the inspection. The City agrees to provide evidence to Luminant, before the City or its agents enter the Property, of the City's policies or its agents' policies of general liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit covering liabilities for personal injury, death and property damage arising out of activities on or about the Property by the City and its agents and contractors.

2.6 Property Condition. The Property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation (except as expressly with respect to title), either express or implied, concerning or pertaining to the Property is made by Luminant. LUMINANT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO THE PROPERTY, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF TITLE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF GOOD AND WORKMANLIKE SERVICE. LUMINANT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE RECLAMATION OF THE PROPERTY HAS BEEN COMPLETED OR WILL BE COMPLETED ACCORDING TO ANY STANDARD OR REGULATION OTHER THAN THAT ESTABLISHED BY THE PERMITS, THE COAL MINING REGULATIONS, AND THE ENVIRONMENTAL REGULATIONS, OR THAT THE RECLAMATION HAS RENDERED OR WILL RENDER THE PROPERTY SUITABLE FOR THE CITY'S PURPOSE. LUMINANT SHALL HAVE NO LIABILITY TO THE CITY FOR LOSS CAUSED BY SETTLING OR SHIFTING SOILS, IT BEING UNDERSTOOD BY THE PARTIES THAT THE CITY SHALL HAVE AN INDEPENDENT INSPECTION CONDUCTED BY A QUALIFIED EXPERT BEFORE COMMENCING ANY DEVELOPMENT OF THE PROPERTY. IN NO EVENT SHALL LUMINANT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE CITY'S OWNERSHIP OR USE OF THE PROPERTY. The occurrence of the Closing shall constitute an acknowledgment by the City that the Property was accepted without representation or warranty, express or implied (except as set forth herein or in the special warranties of title set forth in the Deed) and otherwise in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on the City's own inspection. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.7 Environmental Disclaimer. EXCEPT AS SET FORTH HEREIN, LUMINANT DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS HEREINAFTER

DEFINED) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPER LIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). For purposes of this Agreement, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. THE CITY IS ADVISED THAT THE PRESENCE OF JURISDICTIONAL WETLANDS OR WATERS OF THE UNITED STATES, TOXIC SUBSTANCES, INCLUDING ASBESTOS AND WASTES OR OTHER ENVIRONMENTAL HAZARDS, OR THE PRESENCE OF A THREATENED OR ENDANGERED SPECIES OR ITS HABITAT MAY AFFECT THE CITY'S INTENDED USE OF THE PROPERTY. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE CITY WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND THE CITY IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LUMINANT. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY, THAT LUMINANT HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND LUMINANT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.8 Water and Water Impoundments. The Water Impoundments may currently be exempted from permitting through exemptions related to Luminant's mining and reclamation operations. The City acknowledges that it may not qualify for the exemptions Luminant is currently afforded. The City further acknowledges that its subsequent, post-Bond release changes of water uses, which shall be at the City's sole discretion, cost and expense, from agricultural to another purpose may trigger water rights requirements by TCEQ.

2.9 Disclosures. Luminant hereby discloses to the City, and the City hereby acknowledges, that portions of the Property have been used for a variety of functions related to the operation and maintenance of a mine and the equipment associated with such operation and maintenance. As well, portions of the Land have been used historically by prior owners and/or tenants for farming, hunting and ranching, and in connection with such uses prior owners and/or tenants may have used on the Land fertilizers, insecticides, pesticides, and other potentially hazardous materials commonly used in connection with such operations, and may have operated on the Land gasoline and diesel powered farm equipment and vehicles that typically result in incidental deposits of oil, gasoline, diesel or other hydrocarbons on the Land.

2.9.1 Luminant shall deliver to the City or provide the City with reasonable access to copies of all reports, including but not limited to environmental reports, and data and inspections held by or for Seller, of which Seller has knowledge, regarding the Land and the Property; this explicitly includes a Phase I environmental site assessment ("Phase I") to be performed on the loading station, shop and office area to be performed at the request of Luminant for the purposes of this Agreement ("Luminant's Phase I").

2.9.2 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase I on all or portions of the Land ("the City's Phase I").

2.9.3 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase II environmental site assessment ("the City's Phase II") based on the findings of the City's Phase I.

2.9.3.1 The Baseline Report. The City's Phase II shall establish the baseline environmental condition for all portions of the Land assessed under the City's Phase II. For all portions of the Land which are not assessed during the City's Phase II, Luminant's Phase I, the City's Phase I, or the collective information from both Phase Is shall establish the baseline environmental condition.

2.9.3.2 Notwithstanding that the transfer of the Land is being done on an as is, where is basis, as noted in Section 2.6 herein, and that Luminant makes no warranty or representation to the condition of the Land, except as explicitly stated in this Agreement, the Baseline Report(s) sets forth any known or suspected recognized environmental conditions affecting the subject Land as of the Closing. The Parties agree that there shall be a rebuttable presumption that environmental conditions identified through any means after the Closing that were not identified in the Baseline Report(s) represent environmental conditions that first arose after the Closing and which, as between Luminant and the City, shall be the sole responsibility of the City.

2.9.3.3 The Baseline Report(s) is not a representation or warranty by Luminant regarding the environmental or physical conditions of the subject Land, and Luminant shall have no liability in connection with the accuracy or completeness thereof.

The information referred to in this Section 2.9 is made available without representation by Luminant or recourse to Luminant. The City relies on such information at its own risk. Without limiting the generality of the of the foregoing, the City acknowledges that Luminant has made no representations (expressed or implied) regarding the accuracy of such information, the qualifications of the parties preparing such information, or the conclusions set forth therein.

2.10 No Indemnification. LUMINANT SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD THE CITY HARMLESS FROM AND AGAINST CLAIMS, SUITS, LIABILITIES, COSTS, LOSSES, DAMAGES, OR EXPENSES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY, ARISING FROM, OR RELATING TO THE USE OF THE PROPERTY BY THE CITY, THE CITY'S SUCCESSORS OR ASSIGNS, OR THEIR EMPLOYEES, AGENTS, GUESTS, LESSEES, LICENSEES OR INVITEES.

SECTION 3. PROJECT; CONTROL OF RECLAMATION; GOVERNING REGULATIONS

3.1 Project Defined. The "Project" established by the Agreement will be a multi-phased development project aimed at reclaiming the Property to an agricultural and/or industrial and commercial ("I/C") standard, for the benefit of the City's future marketing and/or development of the Property, in accordance with the Permits, the Coal Mining Regulations, and the Environmental Regulations. The Project includes all work by Luminant to satisfy any obligation of Luminant under any of the Permits, the Coal Mining Regulations, or the Environmental Regulations.

3.1.1 Luminant will submit the necessary administrative and/or significant revision applications to Mine Permit No. 5G and Mine Permit No. 56 to facilitate compliance with the Coal Mining Regulations and in furtherance of the Project, including, but not limited to, reclamation, land use, structure designs, bond map updates, surface and groundwater monitoring reports or monitoring changes, conversion of temporary structures to permanent, design packages, well transfers, reclamation cost estimates, groundcover and productivity reports, vegetation monitoring and Bond release.

3.1.2 Luminant will submit the following to the Corps in furtherance of the Project:

a. An environmental covenant or deed restriction, in substantially similar form as attached hereto in Exhibit "H", for protection of certain jurisdictional Waters of the United States ("WOTUS") on the Land within Thermo A-1 Area and H-Area (zones C4 and D2), subject to further discussion with the Corps at the maturity of the mitigation effort and presentation to the Corps for concurrence on closure (estimated to occur in 2027, approximately).

3.1.3 The following portions of Property will be open to access to the City immediately upon Closing, subject to the retained right of entry provided herein, and shall not be subject to the Exclusive Easement:

a. Any areas of the Property that have received Releases as of Closing.

3.1.4 Luminant shall continue reclamation of the following areas, which are part of the Reclamation Tract. All temporary diversions, ponds and roads need to be approved by the RRC as permanent or reclaimed.

3.1.4.1 A-1 Area. Luminant intends to reclaim the A-1 Area to the post-mine land uses approved in Permit No. 56 or revisions thereof, including three Water Impoundments, as delineated on Exhibit "L", pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

3.1.4.2 H-Area. Luminant intends to reclaim the H-Area to the post-mine land uses approved in Permit No. 5G or revisions thereof, including a Water Impoundment (H-03 Pond), pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

a. H-03 Pond to be constructed by Luminant and have a capacity of 475-acre feet.

3.1.4.3 G-Area. Luminant has completed all dirt work and re-vegetation in the G-Area.

3.1.4.4 Central Area. Luminant intends to reclaim the Central area to the post-mine land uses approved in the Permits or revisions thereof, including, but not limited to, pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams:

a. Teardown the silo, conveyor and crusher, and leave the concrete footings and slab in place;

b. Remove any remaining lignite fines down to the stockpile base, leaving the stockpile base, if in useable condition, to be used by the City as a parking or storage area;

c. Remove existing concrete slabs and footings, other than those mentioned in subparagraph (a) above, three feet (3') from the surface of the Land; and

d. Allow the City to use, subject to its ability to be beneficially re-used, any concrete that is left after the removal of the silo and concrete slabs and footings.

3.1.5 Wetlands. The City agrees that upon conveyance of the Land and thereafter in its ownership of the Land, that the City will not impact or disturb any jurisdictional WOTUS or their associated riparian buffers until such time Luminant has met and satisfied the mitigation requirements of the Section 404 permit authorizations ("404 Permits"), listed in Exhibit "I", and such 404 Permits are finally and fully closed. The City acknowledges that prior to such closure of 404 Permit No. SWF-2012-00122 in the A-1 Area, unless otherwise negotiated with the Corps, long-term protection must be created for the affected wetland and WOTUS which will be in the form of legal deed recordation, conservation easement or other such other form of site protection required by the Corps.

Additionally, the City agrees that Luminant shall retain a right of entry to conduct surveys and studies for the evaluation of the WOTUS needed to verify that mitigation requirements are being met per the 404 Permits and Environmental Regulations. Likewise, the City agrees to allow Luminant to manage the WOTUS as needed to ensure completion and protection of mitigation to that standards of the 404 Permits and Environmental Regulations. Such management shall include, but not be limited to, supplemental vegetation planning, management of invasive species, repair of erosion and sediment control. Such rights of entry and management will be contained in the Exclusive Easement, attached hereto as Exhibit "J".

3.1.6 Placeholder.

3.2 Reclamation Standards and Requirements. All reclamation of the Property undertaken by Luminant will be in accordance with the Coal Mining Regulations, the Permits, the Bond, the Environmental Regulations and any other rules and regulations of other governmental agencies covering reclamation obligations, including but not limited to the Environmental Regulations related to former mining land or other real property impacted in the course of mining operations. The Parties acknowledge that there are currently twelve (12) open and active environmental permits attached to the Land, a complete listing of which is attached hereto as Exhibit "K". Luminant's compliance with applicable regulations shall be determined solely by the governmental agency with enforcement jurisdiction over those regulations.

The timing and sequencing of the reclamation of the Property will be determined and completed at the sole discretion of Luminant consistent with the Permits, the Coal Mining Regulations and the Environmental Regulations.

3.3 City Regulations. The City guarantees and agrees that, during the Term of this Agreement, the City will not (i) zone the Land or create a zoning classification on the Land that prohibits reclamation operations or impairs or impedes Luminant's ability to satisfy its reclamation obligations in a reasonable, prompt and efficient manner, (ii) require Luminant to submit, apply for, or record a subdivision plat, development plat, site plan, or building or development permit as a condition for performing its reclamation obligations; (iii) impose any standard or requirement for reclamation of the Land in addition to those existing under the Permits, the Coal Mining Regulations and the Environmental Regulations; (iv) require Luminant to construct any streets, bridges or other public improvements on the Land; (v) require Luminant to undertake any study of the Land for any purpose other than to provide the City with copies of any report or study Luminant submits to the RRC, TCEQ, the Corps, or other governmental agency; (vi) impose any impact fees or other fees, assessments, or taxes upon Luminant in conjunction with the performance of its reclamation obligations or occupation of the Land under the terms of this Agreement; (vii) require Luminant to comply with any wetland, storm water, flood plain, water quality or other environmental regulation of the City; or (viii) apply any other ordinance or other rule prohibiting the reclamation operations on the Land or impairing or impeding Luminant's ability to satisfy its reclamation obligations in a reasonable and efficient manner.

Except as provided herein, the City is authorized to enforce, in the same manner the regulations are enforced within the City's boundaries, all of the City's regulations and planning authority that do not interfere with, impair, or impede Luminant's reclamation obligations or the ability of Luminant to satisfy the Coal Mining Regulations, the Permits, the Environmental

Regulations or any rules or regulations of another governmental agency covering reclamation obligations, or the ability of Luminant to achieve full and final release of the Permits, the Bond, the Environmental Regulations or any other rules and regulations of other governmental agencies covering reclamation obligations.

3.4 Vested Rights.

3.4.1 Chapter 245 of the Local Government Code. This Agreement constitutes a "permit" within the meaning of Chapter 245 of the Texas Local Government Code and provides the City fair notice of the Project, as such term is defined therein. Notwithstanding any other provisions of this Agreement, or any applicable state law, the Project shall be deemed in progress, and not dormant for purpose of Section 245.005 of the Local Government Code, as long as the Bond remains outstanding. Except as provided in this Section, Luminant does not, by entering into this Agreement, waive (and Luminant expressly reserves) any right that Luminant may now or hereafter have with respect to any claim (a) of vested or protected development or other property rights arising from Chapter 245 of the Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (b) that an action by the City constitutes a taking or inverse condemnation of all or any portion of the Land. This Agreement shall not terminate or be modified in the event that one or all of the state statutes referenced herein shall be repealed or modified.

3.4.2 Section 43.002 of the Local Government Code. The City acknowledges and agrees that, as of the Effective Date, Luminant has commenced use of the Land for the performance of its reclamation obligations, and that nothing herein shall be deemed a waiver of Luminant's rights under Section 43.002 of the Texas Local Government Code to continue that use after annexation of all or any portion of the Land by the City.

3.5 Rights and Responsibilities. The Parties shall have the following obligations and responsibilities related to the Property.

3.5.1 Luminant's Rights and Responsibilities. As long as any portion of the Property is under the Bond or otherwise subject to an Environmental Regulation or a Permit, Luminant shall have the following rights and responsibilities related to said portions of Property:

a. reclamation, at its sole cost and in accordance with Coal Mining Regulations, the Permits, the Bond and any other rules and regulations covering reclamation obligations on the Property;

b. full and sole authority over the reclamation operations and to make any regulatory decisions regarding the Property covered under the Bond, including those related to its development;

c. sole, exclusive authority to consult with RRC, TCEQ, the Corps or any other agency or entity with jurisdiction over the mining and reclamation obligations on the Land; and

d. no title to, interest in or authority over the Property or any portion thereof will transfer to the City until Closing, and such will not transfer except as expressly stipulated in this Agreement.

3.5.2 City's Rights, Responsibilities and Authority. The City shall have the following rights and responsibilities, and authority:

a. assist Luminant in all respects in getting approval from the RRC to undertake this Project;

b. assume from Luminant the obligations related to the Facilities and Improvements, which include, but are not limited to, those maintenance and removal obligations related to the main switch and rail crossing on the KCS switch and rail crossing, including but not limited to the obligations contained within that certain Temporary Private Road Crossing Agreement attached hereto and made a part hereof as Exhibit "Q", the FM 1870 Bridge, including but not limited to the obligations contained within that certain Agreement to Accept Donation for Highway Construction Projects and the Order from the Commissioners' Court of Hopkins County, attached hereto and made a part hereof as Exhibit "O", and Hopkins County Road 2307 ("CR 2307") and Hopkins County Road 2309 ("CR 2309"), including but not limited to the obligations contained in the Hopkins County Commissioners' Court orders and agreement attached hereto as Exhibit "P";

c. own and maintain any Improvements added to the Land, or that the City otherwise installs on the Land ("City-Added Improvements");

d. consult with and secure from TCEQ the right to impound and use water in amounts sufficient to allow the RRC to declare the Water Impoundments permanent (the "Water Rights").

In its attempts to obtain the Water Rights, the City shall:

i. ensure that Luminant is apprised of and has the opportunity to participate in all meetings with the TCEQ or any other governmental agency;

ii. provide Luminant with quarterly written updates, delivered within ten (10) days following the end of each calendar year quarter, on the status of the Water Rights, including what actions were taken in the preceding quarter and what actions it intends to take in the upcoming quarter; and

iii. satisfy the Conditions Precedents stated in Section 4 hereof.

3.5.3 Joint Responsibilities. The City and Luminant shall work together to submit, on or before December 31, 2018, a joint application to the TCEQ for the amendment of Water Right No. 5906, which amendment shall:

a. add the A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and

b. add recreational and other uses to the B-15 Pond, B-18 Pond, D-03 Pond and A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and

c. explain the relationship of the Parties, as it relates to said joint application and Water Right No. 5906; and

d. not transfer Luminant's ownership of, nor impair Luminant's use of or compliance with Water Right No. 5906 until such has been transferred to the City in accordance with Section 2.3.4 herein.

3.5.4 Miscellaneous. For clarity, the City shall not be required to provide any financial support to Luminant for the development of the natural elements of the reclamation plan which are regulated by the RRC and will not have any authority or ability to direct the development or change those aspects which are regulated by the RRC.

For clarity, Luminant shall not be responsible for the costs or expenses associated with constructing, nor be required to provide any financial support to the City to construct or maintain any City-Added Improvements. Further, although the amendment referenced in Section 3.5.3 will be submitted by Luminant, Luminant shall not be responsible for the costs or expenses associated with completing the application for amendment or obtaining the Water Rights, including but not limited to those costs and expenses for modeling Water Right No. 5906.

Notwithstanding Luminant's regulatory control of those portions of the Property covered by the Permits or the Bond and that Luminant can design such portions of the Property and amend such designs from time to time at its sole discretion, Luminant will allow the City to review the design and any subsequent changes to it, and will endeavor, to the extent Luminant determines to be feasible in its sole judgment, to accommodate the City's desires and future uses of the Reclamation Tract in finalizing the Reclamation Tract design and in the developing of the Reclamation Tract.

SECTION 4. CONDITIONS TO CLOSE

Luminant shall have no obligation to convey the Property to the City until the City has satisfied the following conditions (the "Conditions Precedent"):

1. Receive authorization and approval from the City Council to enter into this Agreement; and

2. Secure from TCEQ Water Rights in an amount sufficient to allow the RRC to declare the Water Impoundments permanent; and

3. Submit joint application to the TCEQ for the amendment of Water Right No. 5906 on or before December 31, 2018; and

4. Submit application to the TCEQ for any additional Water Rights determined by TCEQ to be needed for the Water Impoundments within ninety (90) days of said TCEQ determination; and

5. Obtain an updated survey containing a sufficient description of the boundary of the Land and the Reclamation Tract; and

6. Deliver to Luminant an order from the Hopkins County Commissioners' Court that the terms and obligations in the orders and agreements related to CR 2307 and CR 2309, attached hereto as Exhibit "P", have been transferred to the City and that Luminant has been released of all liabilities and obligations related thereto; and

7. Deliver to Luminant confirmation from the Texas Department of Transportation that the terms and obligations in the agreements related to the FM 1870 Bridge, attached hereto as Exhibit "O", have been transferred to the City and that Luminant has been release of all liabilities and obligations related thereto; and

8. Deliver to Luminant the executed Landowner Consultation and Exclusive Easement.

Notwithstanding any other provision of this Agreement, with the exception of number 3 in the above list, if the Conditions Precedent are not satisfied by December 31, 2019, then this Agreement shall terminate and be of no force and effect, and the Parties shall have no further obligations to one another hereunder, except with respect to the obligations described herein as surviving termination of the Agreement.

The Parties may, by mutual written agreement, extend the period to satisfy any of the Conditions Precedent.

SECTION 5. CLOSING; OWNERSHIP

5.1 Closing Date. Within ten (10) days after all Conditions Precedent are satisfied ("Closing"), Luminant will convey the Property to the City subject to the provisions of this Agreement via a special warranty deed.

5.2 Closing Deliverables. At Closing, Luminant and the City shall cause to be delivered the following items, as applicable:

5.2.1 Luminant shall cause to be delivered to the City:

5.2.1.1 Title Policy. Luminant shall furnish to the City, at the City's expense, an Owner's policy of title insurance (the "Title Policy") in the amount of the appraisal district value, dated at Closing, insuring the City against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances), and the following exceptions (the "Permitted Exceptions"):

a. The standard printed exception for standby fees, taxes and assessments.

b. Utility easements.

c. All easements and restrictions of record, and any easements shown on a survey.

d. Reservations or exceptions otherwise permitted by this Agreement or as may be approved by the City in writing.

e. The standard printed exception as to discrepancies, conflicts, or shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.

f. The Permits, and any other encumbrances to the Land being held to satisfy Luminant's reclamation obligations.

5.2.1.2 Executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer, and any record drawings, project manuals or any other documentation. if any, related to the conveyed Facilities and Improvements.

5.2.1.3. Special Warranty Deed. Luminant shall deliver a special warranty deed ("Deed") conveying fee simple title to the Property, free and clear of any liens or other encumbrances, subject only to the Permitted Exceptions.

5.2.2 The City shall cause to be delivered to Luminant:

5.2.2.1 the Exclusive Easement(s), as attached hereto in form as Exhibit "J"; and

5.2.2.2 an executed Waiver of Landowner Consultation, as attached hereto in form as Exhibit "M".

5.3 Closing Costs. All costs of Closing shall be apportioned equally between the Parties, except each Party shall pay its own attorneys' fees.

5.4 Luminant's Representations. Luminant represents and warrants to the City:

5.4.1 There are no existing contracts or agreements entered into by Luminant, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof, other than the Permitted Exceptions; and

5.4.2 Luminant has no knowledge of any pending or threatened condemnation proceedings with respect to the Property.

5.5 The City's Representations. The City represents and warrant to Luminant:

5.5.1 The City will make every effort to secure the Water Rights from TCEQ in an expeditious manner, and will allow Luminant to participate in the process; and

5.5.2 From and after Closing, the City agrees to accept and will own, operate and maintain the Property, subject to the terms set forth herein and those of the Exclusive Easement, and shall be responsible for all costs and obligations associated with same, including but not limited to those associated with the FM 1870 Bridge as delineated in Exhibit "O", CR 2307 and CR 2309 as delineated in Exhibit "P", and the KCS switch and rail crossing as delineated in Exhibit "Q", but with the exception of any costs related to Luminant's reclamation obligations. With respect to the Reclamation Tract, until Releases have been received, the City shall not use the Reclamation Tract or allow any use of the Reclamation Tract that is inconsistent with, interferes with, impairs or impedes Luminant's ability to satisfy its reclamation obligations. For clarity, the Parties agree that any subdivision and sale of all or any portion of the Reclamation Tract, prior to the Releases

being received, to a third-party end user for development shall be deemed a use inconsistent with Luminant's reclamation obligations.

SECTION 6. EXCLUSIVE EASEMENT; CONTINUATION OF RECLAMATION

6.1 Exclusive Easement. At Closing, the City will grant and convey to Luminant an exclusive easement over the Reclamation Tract (the "Exclusive Easement"), providing for the reclamation of the Reclamation Tract and access to the Reclamation Tract across the remainder of the Land. Such Exclusive Easement will be in the form attached hereto as Exhibit "J", and will run with the affected Land until all Releases have been received. Upon receipt of the Releases, Luminant will file in the Hopkins County Real Property Records a document releasing such released portions of the Land from the Exclusive Easement.

For clarity, at no time will the Reclamation Tract or any portion thereof be open to the public or available for use by the City in a manner inconsistent with Luminant's reclamation obligations.

6.2 Luminant's Use of the Property. Post-Closing, the City hereby consents and agrees to, at no cost to Luminant, Luminant's use and unrestricted access to any and all portions of the Land within the boundaries of Permit No. 5G and Permit No. 56 that may be reasonably necessary to comply with its obligations under this Agreement, or under the Environmental Regulations.

SECTION 7. THE CITY'S WAIVER OF GOVERNMENTAL IMMUNITY, REGULATORY ACTION

7.1 Chapter 271 of the Texas Local Government Code. The City and Luminant agree that Luminant's reclamation activities on the Reclamation Tract constitute services benefitting the City's ownership of the Land for purpose of Chapter 271 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement with regard to the provision of these services to the fullest extent permitted by Section 271.152 of the Texas Local Government Code.

7.2 Section 212.172 of the Texas Local Government Code. The City and Luminant acknowledge and agree that this Agreement is a valid development agreement authorized in all respects under Section 212.172 of the Texas Local Government Code. The Parties expressly agree that the rights and obligations of the Parties under this Agreement shall survive the City's acquisition of title to the Land, in that this Agreement imposes rights and obligations on the Parties with regard to the Reclamation Tract that shall survive Closing, which rights and obligations are the consideration for Luminant's conveyance of the Land to the City. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by Section 212.172.

7.3 Chapter 245 of the Texas Local Government Code. This Agreement is a permit for purposes of Section 245.001(1) of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory, injunctive relief, or mandamus arising from or relating this Agreement to the fullest extent permitted by Section 245.006 of the Texas Local Government Code.

7.4 Chapter 380 of the Texas Local Government Code. This Agreement is an economic development agreement for purposes of Chapter 380 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from this Agreement to the fullest extent permitted by Chapter 380.

7.5 Other Law. The Parties do not intend the foregoing waivers to be an exclusive list. It is the Parties' intention that the City waive its governmental immunity for any issues, disputes, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by the Texas Constitution or any other law of the State of Texas.

SECTION 8. ANNEXATION

8.1 Request to Expand Extraterritorial Jurisdiction. The execution of this Agreement by Luminant constitutes a request and petition under Section 42.022(b) of the Texas Local Government Code for the City to expand its extraterritorial jurisdiction to include all of the Land. The Parties agree that this is a legally sufficient request and petition by Luminant, and that no additional requests or petitions from Luminant are necessary for the City Council to consider and adopt an ordinance expanding the City's extraterritorial jurisdiction.

8.2 Expansion of Extraterritorial Jurisdiction. Promptly upon receipt of a copy of this Agreement executed by Luminant, the City Council shall place on its agenda for consideration an ordinance expanding the City's extraterritorial jurisdiction to include the Land. This Agreement shall not become effective until and unless City Council, by duly enacted ordinance approved after a public hearing complying with all City ordinances and the Texas Open Meetings Act, expands the City's extraterritorial jurisdiction to include all of the Land. The City shall provide Luminant at least three (3) days' written notice of any such public hearing.

8.3 No Annexation Prior to Closing. The Parties acknowledge and agree that this Agreement is not a petition for voluntary annexation nor consent to annexation by Luminant with regard to any portion of the Land. The City shall not annex any portion of the Land prior to Closing, nor shall the City take any step to commence annexation proceedings of any portion of the Land prior to Closing, including, without limitation, scheduling, issuing notice of, or conducting a public hearing concerning the annexation of any portion of the Land. In the event this Agreement terminates prior to Closing, the City shall comply with all requirements set forth in Chapter 43 of the Texas Local Government Code before initiating annexation proceedings regarding the Land, including providing Luminant or its successor due notice of any public hearing concerning annexation, and in that event, Luminant expressly retains and does not waive any rights of a property owner under Chapter 43. The provisions of this Section shall survive the termination of this Agreement if this Agreement is terminated prior to Closing.

8.4 Annexation after Closing. This Agreement shall not preclude the City from annexing all or any portion of the Land after title to the Land is conveyed to the City at Closing. To the extent Luminant's consent would be required to such annexation, this Agreement shall be deemed full and final consent to such annexation, without the necessity of further action by Luminant.

SECTION 9. EMINENT DOMAIN

Nothing herein shall be construed as a consent to eminent domain or as a waiver of any of Luminant's rights in an eminent domain proceeding. In the event that the City initiates eminent domain proceedings with regard to the Land following termination of this Agreement but prior to Closing, the City agrees that this Agreement shall be inadmissible in such proceedings and shall constitute no evidence of the fair market value of the Property.

SECTION 10. ASSIGNMENT

This Agreement may be assigned by Luminant without the consent of the City to any Luminant affiliated or related entity and Luminant will be released from its obligations under this Agreement upon delivery of a notice of such assignment to the City. Any assignment of Luminant's rights and obligations hereunder to an entity that is not affiliated with or related to Luminant will not release Luminant of its respective obligations under this Agreement until the City has approved the assignment in writing; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Any assignment of the City's rights and obligations hereunder will not be effective unless first agreed to in writing by Luminant; provided, however, that the City is prohibited from assigning to any third-party that is involved in pending litigation against or is otherwise adverse to Luminant. Any assignment of the City's rights and obligations hereunder will not be valid unless and until Luminant approves the assignment in writing.

Prior to the future sale, conveyance or transfer of any portion of the Property, the City shall give written notice of this Agreement to the prospective purchaser, grantee or transferee, and shall also give Luminant at least ten (10) days' prior written notice of the sale or conveyance.

Pursuant to Subchapter G, this Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers. Any reference to Luminant or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11. EVENTS OF DEFAULT; REMEDIES

No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given); provided, however, in the event of any default by a Party hereunder, the failure to promptly cure of which could lead to an imminent risk of personal injury, loss of life, or damage to property, such Party shall take such immediate action as is reasonably necessary to avoid or mitigate such consequences. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

The provisions of this Section 11 shall not apply to Section 4 and shall not operate to lengthen the time for performance of the Conditions Precedent or limit the ability of Luminant to terminate this Agreement on the date stipulated in Section 4 if the Conditions Precedent have not been satisfied on or before said date.

IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENTS ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

SECTION 12. RECORDATION

This Agreement shall run with the Land, shall be recorded in the real property records of Hopkins County, Texas after the Effective Date, and shall be binding on the City, as the new owner of the Property, and the City's successors in title.

SECTION 13. WAIVER OF LANDOWNER CONSULTATION; NO PROTEST

13.1 Waiver of Landowner Consultation. Upon execution of this Agreement, the City agrees to waive any rights to and relieve Luminant and its affiliates (including, without limitation, Luminant Generation Company LLC) of any duty of landowner consultation associated with the release of the reclamation bond for the Property. Concurrently with the Closing, the City will provide Luminant with an executed Waiver of Landowner Consultation, in the form attached hereto as Exhibit "M", waiving the City's rights to landowner consultations associated with the Permits.

13.2 No Protest. As a part of the consideration supporting this Agreement, the City agrees and covenants not to contest, protest, or otherwise challenge any application that Luminant or any subsidiary, affiliate or assignee of Luminant or Vistra Energy 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 RRC, TCEQ, the Corps, and/or the United States Environmental Protection Agency, for any environmental, development, construction, or operation authorization, including, but not limited to any local, state or federal permit, registration or any other authorization for any facility or any portion of a facility, or any other structure or process in Hopkins 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 RRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court. The City's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes the City'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. The City'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 as a result of any such application. The City further agrees and covenants not to seek or pursue revocation of any

authorization that Applicant obtains as a result of such application, or to attempt to enjoin, cease or restrain operations 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 operations under such authorization, in any form or forum whatsoever. The provisions of this Section shall survive Closing, and Luminant may enforce the provisions hereof by any appropriate legal action.

SECTION 14. TAXES

14.1 Prorations. Taxes, interest, assessments, and rents for the year in which Closing occurs will be prorated through Closing. If taxes for the said year vary from the amount prorated at Closing, the parties shall adjust the prorations when tax statements for said year are available.

14.2 Rollback Taxes. If this Agreement, the underlying transfer of the Property from Luminant to the City, the City's use of the Property after Closing or Luminant's change in use of the Property pursuant to the purpose and provisions of this Agreement result in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to Closing, the Assessments will be the obligation of the City. If denial of a special use valuation on the Property claimed by Luminant results in Assessments for periods prior to Closing, the Assessments will be the obligation of Luminant. Obligations imposed by this Section 14 will survive Closing. In no event shall Luminant be liable for taxes assessed on the Property unless the taxes are actually paid by the City.

SECTION 15. GENERAL PROVISIONS

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery, addressed to Luminant or the City, as the case may be, at the addresses provided below:

The City: City of Sulphur Springs
Attn.: City Manager
125 South Davis Street
Sulphur Springs, Texas 75482

Luminant: Luminant Mining Company LLC
Attn.: Ashlie Alaman Stamper
6555 Sierra Drive
Irving, Texas 75039

15.3 Further Assurances; Cooperation. Each Party shall, from time to time, upon written request, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

15.4 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the unenforceable provisions as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purchase of the Parties as reflected in this Agreement.

15.5 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

15.6 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Luminant and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement will not delay, stop or otherwise affect this Agreement, unless otherwise required by a court of competent jurisdiction.

15.7 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

15.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance or resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Luminant represents and warrants that this Agreement has been approved by appropriate action of Luminant, and that the individual executing this Agreement on behalf of Luminant has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Luminant's execution of this Agreement constitutes a valid and binding obligation of Luminant.

15.9 Enforcement; No Waiver. This Agreement may be enforced by Luminant or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement. The failure of either Party to insist at any time upon the strict performance or any covenant or agreement in this Agreement or to exercise any right,

power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

15.10 Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Dallas County, Texas, on agreement of the Parties and pursuant to Section 15.020 of the Civil Practice and Remedies Code.

15.11 Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

15.12 Construction. This Agreement shall be construed fairly and simply, and not strictly for or against either Party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

15.13 No Partnership or Joint Venture. Nothing in this Agreement or any related document should be construed to create any form of partnership or joint venture among the Parties.

15.14 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

15.15 Amendment. This Agreement may only be amended as mutually agreed in a writing duly executed by the Parties.

15.16 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

15.17 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

15.18 No Merger. The obligations set forth herein shall survive Closing, and shall not be merged with the deed. The Parties acknowledge that the interest in the Exclusive Easement by Luminant, together with the covenants and restrictions imposed by this Agreement, vest Luminant with standing to enforce this Agreement under Section 212.172 the Texas Local Government Code after transfer of ownership of the Land to the City.

[*Remainder of the page intentionally left blank.*]

City of Sulphur Springs

Marc Maxwell, City Manager

Date: 10-16-18

Luminant Mining Company LLC
Luminant Generation Company LLC

Matthew Goering, VP

Date: 10-16-18

John Sellers, Mayor

Date: 10/16/18

Approved as to form:

Jim McLeroy, City Attorney

Date: 10-16-18

EXHIBIT C

#681

Deed # 72

YEAR INST #
2019 5965 PAGE 1 OF 31

After Recording, Return To:

The City of Sulphur Springs
125 South Davis Street
Sulphur Springs, Texas 75482
Attn: City Manager

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.

SPECIAL WARRANTY DEED

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

THAT LUMINANT GENERATION COMPANY LLC, a Texas limited liability company, and LUMINANT MINING COMPANY LLC, a Texas limited liability company (individually and together, "**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, BARGAINED, SOLD,** and **CONVEYED** and by these presents does **GRANT, BARGAIN, SELL,** and **CONVEY** unto THE CITY OF SULPHUR SPRINGS, a municipality ("**Grantee**") the tract or parcel of land in Hopkins County, Texas, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all adjacent streets, alleys, rights of way and any adjacent strips and gores, SAVE AND EXCEPT the reservations set forth below (such land and interests being acquired hereunder are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee is made and accepted subject to:

(a) The terms and provisions of the Development Agreement dated October 16, 2018, by and between Grantor and Grantee, as amended by that certain First Amendment to Development Agreement dated November 6, 2019, true and correct copies of which are in the possession of Grantor and Grantee.

(b) The reservations, covenants, easement, rights and restrictions set forth herein.

(c) Taxes for the current year, which shall be prorates between the parties based on the date of transfer of the Property.

(d) All easements, restrictions, reservations and covenants known or now of record, including:

(1) Any prior reservations of oil, gas, lignite or other minerals;

(2) Any existing and valid oil, gas and mineral leases, or easements or right-of-way;

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(3) Any other existing rights or encumbrances, leases, utilities, and pipeline facilities; and

(4) All matters that a current, accurate survey of the Property would show; and

(5) That certain Exclusive Easement and Right of Way Agreement dated of even date herewith, executed by and between Grantor and Grantee (hereinafter referred to collectively as the **"Permitted Exceptions"**).

Restrictive Covenant: Purchaser covenants that the Property will not be used for the commercial production, commercial generation or commercial storage 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. This covenant restricting any use of the Property to commercially generate, produce or store electricity or to otherwise site a power station or energy storage facility, in any form or of any kind, shall be a covenant running with, touching, and encumbering the 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.

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 restrictive covenant 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.

Grantee acknowledges that Grantee is independently and personally familiar with and knowledgeable about the Property and has waived the opportunity to further inspect the Property, and that Grantee is acquiring the Property based upon such familiarity and knowledge. The Property is hereby conveyed to and accepted by Grantee in its present condition, **"AS-IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."** Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have not made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (1) matters of title (other than Grantor's warranty of title set forth herein); (2) environmental matters relating to the Property or any portion thereof; (3) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes; (4) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard; (5) drainage; (6) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under shoring; (7) zoning to which the Property or any portion thereof may be subject; (8) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric; (9) usages of adjoining property; (10) access to the Property or any portion thereof, (11) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity,

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operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof; (12) the presence of Hazardous Materials (as hereinafter defined) in or on, under or in the vicinity of the Property; (13) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws; (14) the existence or non-existence of underground storage tanks; (15) any other matter affecting the stability or integrity of the Property; (16) the potential for further development of the Property; (17) the existence of vested land use, zoning or building entitlements affecting the Property; (18) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantor's or Grantor's agents' or employees' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular-purpose); or (19) tax consequences. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS FAMILIARITY AND KNOWLEDGE OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

Grantee hereby **FOREVER RELEASES AND DISCHARGES** Grantor and all of Grantor's predecessors-in-interest from all responsibility and liability relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the date hereof, and liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 *et* seq.), as amended (**"CERCLA"**), regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Grantee further hereby WAIVES any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA concerning the physical characteristics and any existing conditions of the Property, whether arising before or after the date hereof. Grantee further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant,"

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and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without *limitation*, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to 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 by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee's address is: City of Sulphur Springs
125 South Davis Street
Sulphur Springs, Texas 75482

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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COUNTY COURT
HOPKINS COUNTY, TEXAS

EXECUTED as of November 22, 2019.

GRANTOR:

LUMINANT GENERATION COMPANY LLC, a Texas limited liability company

By: _____
Name: Matthew Goering
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on NOVEMBER 22, 2019, by Matthew Goering, Vice President of Luminant Generation Company LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public

[NOTARIAL SEAL]

TONY ST CLAIR
Notary Public, State of Texas
My Comm. Expires 12-19-2020
Notary ID 13093718-3

My commission expires 12/19/2020

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GRANTOR:

LUMINANT MINING COMPANY LLC, a Texas limited liability company

By: _____
Name: Matthew Goering
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on NOVEMBER 20, 2019, by Matthew Goering, Vice President of Luminant Mining Company LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public

[NOTARIAL SEAL]

TONY ST CLAIR
Notary Public, State of Texas
My Comm. Expires 12-19-2020
Notary ID 13093718-3

My commission expires 12/19/2020

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COUNTY COURT
HOPKINS COUNTY, TEXAS

GRANTEE:

CITY OF SULPHUR SPRINGS

By: _____
Name: Marc Maxwell
Title: City Manager

STATE OF Texas §
§
COUNTY OF Hopkins §

This instrument was acknowledged before me on November 12, 2019, by Marc Maxwell, the City Manager of The City of Sulphur Springs, a Texas municipality, on behalf of said municipality.

AMANDA L. HARRIS
My Notary ID # 124135774
Expires March 9, 2022

Amanda L. Harris
Notary Public

[NOTARIAL SEAL]

My commission expires 3-9-22

Approved as to form:

City Attorney

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EXHIBIT A

Legal Description

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COOPER LAND SURVEYING, INC.

3914 Texas Hwy. 11 West, P.O. Box 367, Sulphur Springs, Tx 75482
Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 *Firm # 10016200*

AREA 171-LUMINANT MINING COMPANY
FIELD NOTES FOR 4894.172 ACRES
FOR CITY OF SULPHUR SPRINGS ANNEXATION
SAVE & EXCEPT 15.590 ACRES IN THE Rail Road
SAVE & EXCEPT 19.217 ACRES IN FM Hwy. 1870 Hwy. right-of-way
SAVE & EXCEPT 1.115 ACRES IN TRACT 61A
SAVE & EXCEPT 0.237 ACRES IN TRACT 140A
NET ACERAGE 4858.013
MARIA J. DE LOS SANTOS SURVEY A-146
WOODWARD RONE SURVEY A-813
W. S. HARPER A-427
DANIEL McDONALD A-607
NACOGDOCHES UNIVERSITY SURVEY A-693
THOMAS TOBAR SURVEY A-953
L. H. McCORKLE SURVEY A-675
THOMAS STEWART SURVEY A-874
M. A. BOWLIN SURVEY A-39
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the Maria J. De Los Santos Coy Survey A-146, The Woodward Rone Survey A-813, The W. S. Harper Survey A-427, The Daniel McDonald Survey A-607, The Nacogdoches University Survey A-693, The Thomas Tobar Survey A-953, the L. H. McCorkle Survey A-675, The Thomas Stewart Survey A-874, and the M. A. Bowlin Survey A-39, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all or part of the deeds listed in this chart of all the property that was used in the retracement of the Survey of this property, the description refers to the tracts described in the listed documents, that is Vesting Deeds and Adjoining Deeds by Tract Number or other tabulated data;

VESTING DEEDS

TRACT	GRANTOR	GRANTEE	DEED DATE	COUNTY	ST	VOL	PAGE	ACRES	SURVEY	ABST.
0001	JAY EVAN LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	725	01	31.5200	MARIA J DE LOS SANTOS COY	146
0001 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	50.1400	MARIA J DE LOS SANTOS COY	146
0003	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	23.8600	MARIA J DE LOS SANTOS COY	146
0003 A	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	9.9600	MARIA J DE LOS SANTOS COY	146
0003 B	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	11.2400	MARIA J DE LOS SANTOS COY	146
0004	LOUIS S. FERGUSON, ET AL	LUMINANT MINING COMPANY LLC	8/25/1981	HOPKINS	TX	417	535	48.6090	MARIA J DE LOS SANTOS COY	146
0004 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.8700	MARIA J DO LOS SANTOS COY	146
0007 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	1.6150	MARIA J DE LOS SANTOS COY	146
0008	PEGGY RAMEY	TEXAS UTILITIES GENERATING CO.	4/9/1980	HOPKINS	TX	403	533	100.00	MARIA J DE LOS SANTOS COY	146
0012	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.2600	MARIA J DE LOS SANTOS COY	146
0012 A	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.6000	MARIA J DE LOS SANTOS COY	146
0012 B	TOMMY AND RHONDA PHILLIPS	LUMINANT MINING COMPANY LLC	2/8/2010	HOPKINS	TX	726	888	0.6050	MARIA J DE LOS SANTOS COY	146
0012 C	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.4220	MARIA J DE LOS SANTOS COY	146
0026	INA MELTON POWELL, ET AL	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	420	13.2100	MARIA J DE LOS SANTOS COY	146
0026	IRA MELTON	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	423	same	MARIA J DE LOS SANTOS COY	146
0027	DANIEL W. EDGE AND WIFE, EDDIE JO EDGE	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	46.4100	MARIA J DE LOS SANTOS COY	146
0028	JOHN M. MORGAN, ET UX, LELA E. MORGAN	L. D. CROSS, TRUSTEE	4/14/1975	HOPKINS	TX	362	573	57.0000	MARIA J DE LOS SANTOS COY	146
0029	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	20.000	MARIA J DE LOS SANTOS COY	146
0029 A	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	26.0300	MARIA J DE LOS SANTOS COY	146
0029 B	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	84.1740	MARIA J DE LOS SANTOS COY	146
0029 C	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	14.3460	MARIA J DE LOS SANTOS COY	146
0030	SAMMY L. TATUM, ET UX, LINDA K. TATUM	TEXAS UTILITIES GENERATING CO.	6/17/1983	HOPKINS	TX	430	617	13.5300	THOMAS TOBAR	953
0031	SULPHUR SPRINGS BRICK COMPANY	L. D. CROSS, TRUSTEE	12/22/1976	HOPKINS	TX	375	394	28.9600	MARIA J DE LOS SANTOS COY	146
0032	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	75.2200	MARIA J DE LOS SANTOS COY	146
0033	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	46.3500	MARIA J DE LOS SANTOS COY	146
0034	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	557	167.18	THOMAS TOBAR	953
0036	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR	953
0037	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR	953
0038	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	49.7100	THOMAS TOBAR	953
0039	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	50.2300	THOMAS TOBAR	953
0040	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	51.0000	THOMAS TOBAR	953

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0041	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	4.2400	LOGAN H. McCORKLE	675
0042	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	34.4500	THOMAS TOBAR	953
0044	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	82.2700	THOMAS TOBAR	953
0045	K. E. ROSS	L. D. CROSS, TRUSTEE	1/24/1979	HOPKINS	TX	394	60	20.4370	LOGAN H. McCORKLE	675
0046	DAISY I. TARRANT, ET AL	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	317	39.1600	WOODWARD RONE	813
0046 A	DOUGLAS TARRANT ET UX, DEBRA TARRANT	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	321	3.0000	WOODWARD RONE	813
0047	NEVILLE W. TANTON AND WIFE, NELL TERRELL TANTON	TXU MINING COMPANY LP	1/2/2004	HOPKINS	TX	467	108	35.0300	WOODWARD RONE	813
0048	JOHN MARK MCAFEE & WIFE, LORI MCAFEE	TXU MINING COMPANY LP	1/10/2006	HOPKINS	TX	559	249	9.7200	WOODWARD RONE	813
0048 A	MIGUEL A. TREJO AND WIFE, DONNA F. TREJO	TXU MINING COMPANY LP	9/29/2005	HOPKINS	TX	546	912	1.0800	LOGAN H. McCORKLE	675
0048 B	RICHARD DARLIN	TXU MINING COMPANY LP	6/21/2004	HOPKINS	TX	489	409	2.5000	LOGAN H. McCORKLE	675
0049	BILLY O. RAY	TXU MINING COMPANY LP	11/2/2005	HOPKINS	TX	551	609	35.1200	WOODWARD RONE	813
0050	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/8/1975	HOPKINS	TX	362	440	57.4500	THOMAS TOBAR	953
0050 A	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/8/1975	HOPKINS	TX	362	440	55.9120	THOMAS TOBAR	953
0052	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/22/1973	HOPKINS	TX	349	559	77.4200	THOMAS TOBAR	953
0053	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	5/22/1973	HOPKINS	TX	349	544	139.4600	THOMAS TOBAR	953
0054	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/26/1978	HOPKINS	TX	408	594	71.9400	THOMAS TOBAR	953
0056	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR	953
0056 A	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR	953
0057	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	2/26/1973	HOPKINS	TX	349	561	168.7500	THOMAS TOBAR	953
0058	MINNIE LOU LEFAN ET AL	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	552	114.290	THOMAS TOBAR	953
0058 A	GARY DUNAVENT, ET UX, SANDRA	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	649	1.0600	THOMAS TOBAR	953
0058 B	MICHAEL W. WEBB, ET UX, SANDRA	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	556	1.9200	THOMAS TOBAR	953
0059	DARRELL WAYNE HARRIS, ET UX, CONNIE	TXU MINING COMPANY LP	4/20/2005	HOPKINS	TX	526	861	60.7260	W. S. HARPER	427
0060	PATRICIA ANN HARRIS GUNN	TXU MINING COMPANY LP	4/17/2006	HOPKINS	TX	572	72	61.8120	WOODWARD RONE	813
0061	JAMES CURTIS HARRIS AND ANN HARRIS	TXU MINING COMPANY LP	4/27/2006	HOPKINS	TX	573	663	60.6540	DANIEL MCDONALD	607
0062	BETTY JEAN HARRIS MEAD	TXU MINING COMPANY LP	10/25/2005	HOPKINS	TX	550	250	59.4200	W. S. HARPER	427
0063 A	AMY JOY WILER	TXU MINING COMPANY LP	4/5/2006	HOPKINS	TX	570	460	3.0050	WOODWARD RONE	813
0064	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/11/1973	HOPKINS	TX	349	550	89.5300	THOMAS TOBAR	953
0066	TALMADGE STONE, ET UX, RUBY STONE	L. D. CROSS, TRUSTEE	8/28/1975	HOPKINS	TX	365	685	54.5600	THOMAS TOBAR	953
0067	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	20.7760	THOMAS TOBAR	953
0068	BILLY JACK ALLEN, ET AL	TXU MINING COMPANY LP	4/27/2005	HOPKINS	TX	527	709	47.2000	THOMAS TOBAR	953
0069	BILLY JACK ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	210	45.1900	W. S. HARPER	427
0069	BOBBY JOE ALLEN ESTATE BY BOBBY R. ALLEN IND EXEC	LUMINANT MINING COMPANY LLC	12/29/2008	HOPKINS	TX	688	225	same acre	W. S. HARPER	427
0069	BUDDY RAY ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	215	same acre	W. S. HARPER	427
0069	A. N. GENE ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	220	same acre	W. S. HARPER	427
0070	GINGER ELLEN HARRIS MCCREIGHT	TXU MINING COMPANY LP	8/28/2006	HOPKINS	TX	590	688	62.3010	W. S. HARPER	427
TRACT	**GRANTOR**	**GRANTEE**	**REC DATE**	**COUNTY**	**ST**	**VOL**	**PAGE**	**ACRES**	**SURVEY**	**ABS**
0071	DAVID L. JACKSON, ET AL Tract 1	TEXAS UTILITIES GENERATING CO.	1/9/1981	HOPKINS	TX	410	317	76.9000	THOMAS TOBAR	953
0071 A	DAVID L. JACKSON, ET AL Tract 2	TEXAS UTILITIES GENERATING CO.	1/9/1981	HOPKINS	TX	410	317	1.6000	THOMAS TOBAR	953
0072	LARRY D. DEATON, ET UX, JUDITH	L. D. CROSS, TRUSTEE	7/17/1978	HOPKINS	TX	391	516	103.720	THOMAS TOBAR	953
0073	BOBBY PRICE, ET UX, BETTY PRICE Tract 1	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	87.9350	THOMAS TOBAR	953
0073 A	BOBBY PRICE, ET UX, BETTY PRICE Tract 2	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	3.1420	THOMAS TOBAR	953
0073 B	BOBBY PRICE, ET UX, BETTY PRICE Tract 3	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	0.8890	THOMAS TOBAR	953
0075	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/1/1973	HOPKINS	TX	349	552	127.136	THOMAS TOBAR	953
0076	AMY MYRTLE DEATON, ET AL	TEXAS UTILITIES MINING COMPANY	9/1/1987	HOPKINS	TX	45	214	79.7000	THOMAS TOBAR	953
0076 A	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	0.9600	THOMAS TOBAR	953
0076 B	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	1.0000	THOMAS TOBAR	953
0076 C	BILLY WAYNE DEATON, ET UX, GRETA SUE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	229	2.9000	THOMAS TOBAR	953
0078	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	1/2/1974	HOPKINS	TX	353	168	44.761	THOMAS TOBAR	953
0079 A	HENRY W. STONE, ET UX, VERNA STONE	L. D. CROSS, TRUSTEE	8/28/1975	HOPKINS	TX	365	682	1.0120	THOMAS TOBAR	953
0080	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	39.0480	THOMAS TOBAR	953
0082	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	32.8750	THOMAS TOBAR	953
0084	DELILAH GILLISPIE WILLINGHAM, ET AL	TEXAS UTILITIES MINING COMPANY	5/27/1988	HOPKINS	TX	60	310	38.3220	THOMAS TOBAR	953
0084 A	ALLENE LEWIS	L. D. CROSS, TRUSTEE	7/25/1975	HOPKINS	TX	379	81	31.2400	THOMAS TOBAR	953
0085	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	49.2270	THOMAN TOBAR	953
0087	GERALD E. THOMAS, ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	62.2000	NACOGDOCHES UNIVERSITY	693
0088	FRANK WRIGHT	TXU MINING COMPANY LP	2/8/2007	HOPKINS	TX	609	338	40.1100	NACOGDOCHES UNIVERSITY	693
0089	GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	39.6100	NACOGDOCHES UNIVERSITY	693
0090	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	29.4900	NACOGDOCHES UNIVERSITY	693
0090 B	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.0600	NACOGDOCHES UNIVERSITY	693
0090 C	ELMER ELSWORTH BROOKS AND WIFE, LILLE MAY BROOKS	TXU MINING COMPANY LP	11/24/2004	HOPKINS	TX	509	466	1.0200	Thomas Stewart	874
0091	DANIEL B. HICKS ET UX, GAIL HICKS	FIRST SECURITY BANK, N.A.	10/7/1999	HOPKINS	TX	313	766	50.8500	THOMAS TOBAR	953
0091 A	SARAH JO HIDY	TXU MINING COMPANY LP	2/14/2003	HOPKINS	TX	427	685	2.0170	THOMAS TOBAR	953
0091 B	JOE DAN COLEMAN ET UX, BARBARA	FIRST SECURITY BANK, N.A.(trustee)	3/22/1999	HOPKINS	TX	297	735	0.7400	THOMAS TOBAR	953
0091 C	C. DON HICKS, DANIEL B. HICKS, TRAVIS B. HICKS	TXU MINING COMPANY, LP	9/16/2002	HOPKINS	TX	410	314	0.6020	THOMAS TOBAR	953
0092	GERALD E. THOMAS ET UX	TXU MINING COMPANY, LP	12/13/2004	HOPKINS	TX	511	739	15.1900	NACOGDOCHES UNIVERSITY	693
0093	GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	24.8300	NACOGDOCHES UNIVERSITY	693

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0094		DAVID W. MILLER AND WIFE, ROSIE MILLER	TXU MINING COMPANY LP	10/3/2005	HOPKINS	TX	547	207	70.2300	NACOGDOCHES UNIVERSITY	693
0097		C. DON HICKS AND WIFE, SHERRON L. HICKS	FIRST SECURITY BANK, N.A. (trustee)	12/10/1999	HOPKINS	TX	319	170	50.8500	THOMAS TOBAR	953
0097	A	C. DON HICKS AND WIFE, SHERRON L. HICKS	FIRST SECURITY BANK, N.A. (trustee)	12/10/1999	HOPKINS	TX	319	170	5.5370	THOMAS TOBAR	953
0098		DLA WORSHAM REVOCABLE LIVING TRUST	LUMINANT MINING COMPANY LLC	1/20/2011	HOPKINS	TX	759	385	23.3300	THOMAS TOBAR	953
0098	A	VICKIE LYNN BURGSTAHLER ET AL	FIRST SECURITY BANK, N.A.(trustee)	1/8/2000	HOPKINS	TX	321	707	49.1000	THOMAS TOBAR	953
0098	D	JOHN CHARLES WORSHAM	LUMINANT MINING COMPANY LLC	12/2/2010	HOPKINS	TX	759	380	2.0600	THOMAS TOBAR	953
0099		TRAVIS B. HICKS ET UX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	55.5250	THOMAS TOBAR	953
0100		JOE A. WORSHAM	FIRST SECURITY BANK, N. A.	9/15/99	HOPKINS	TX	312	38	54.96	THOMAS TOBAR	953
100	B	MICHAEL G. SMITH ET UX ALISHA	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	464	0.500	THOMAS TOBAR	953
0101		TRAVIS B. HICKS	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	43.3300	THOMAS TOBAR	953
0101	A	ELLIS C. MORGAN	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	445	5.3190	THOMAS TOBAR	953
0101	B	TRAVIS B. HICKS ET UX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	7.2620	THOMAS TOBAR	953
0101	C	DANIEL B. HICKS ET UX, GAIL HICKS	FIRST SECURITY BANK, N.A.	10/7/1999	HOPKINS	TX	313	765	1.6600	THOMAS TOBAR	953
0123		C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	33.1200	THOMAS STEWART	874
0123	B	C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.8600	THOMAS STEWART	874
0123	C	DAVID KELLY	TXU MINING COMPANY LP	12/21/2004	HOPKINS	TX	512	298	1.0100	THOMAS STEWART	874
0123	D	C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	6.0500	THOMAS STEWART	874
0126		LOUIE V. WOODALL ET UX, MAROLYN C. part of 203.88 acres	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	11.4700	THOMAS TOBAR	953
0126	A	LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	17.5290	THOMAS TOBAR	953
0126	B	LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	117.400	THOMAS TOBAR	953
0127		LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	77.047	THOMAS TOBAR	953
0131		MERIDA B. ELLIOTT ET UX, PATSY	L. D. CROSS, TRUSTEE	5/8/1978	HOPKINS	TX	387	224	13.7840	THOMAS TOBAR	953
0132		HOLMES A. WALLS ET UX, AUDREY E.	L. D. CROSS, TRUSTEE	8/2/1978	HOPKINS	TX	389	300	13.190	THOMAS TOBAR	953
0133		BILLY WRIGHT AND ADRIENE WRIGHT	TXU MINING COMPANY, LP	8/18/2004	HOPKINS	TX	496	788	2.9400	WOODWARD RONE	813
0134		M. W. MORGAN ET UX	TEXAS POWER & LIGHT COMPANY	11/28/1972	HOPKINS	TX	346	165	5.7540	THOMAS TOBAR	953
0135		DAVID RAY TALLEY ETUX, MARY ELIZABETH TALLEY, JASON TULLY	TXU MINING COMPANY LP	9/13/2004	HOPKINS	TX	500	263	5.2950	WOODWARD RONE	813
0136		CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	5.0340	WOODWARD RONE	813
0137		CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	1.4670	WOODWARD RONE	813
0138		CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	1.5000	WOODWARD RONE	813
0139		TOMMY BRANDENBURGH ET UX, MARY	TXU MINING COMPANY LP	10/21/2004	HOPKINS	TX	505	92	2.0600	LOGAN H. McCORKLE	675
0140		DANIEL WRIGLEY AND RACHEL WRIGLEY	TXU MINING COMPANY LP	9/2/2004	HOPKINS	TX	498	803	2.1100	LOGAN H. McCORKLE	675
0141		GARY MASSEY	TXU MINING COMPANY LP	12/10/2004	HOPKINS	TX	511	746	0.8730	LOGAN H. McCORKLE	675
0142		PHILLIP DON ROSS ET UX, GLENDA GAIL ROSS	TXU MINING COMPANY LP	11/29/2004	HOPKINS	TX	509	481	2.0600	LOGAN H. McCORKLE	675
0154		DARRELL WAYNE HARRIS ET UX, CONNIE	TXU MINING COMPANY LP	4/20/2005	HOPKINS	TX	526	861	1.0000	WOODWARD RONE	813
0161		*RIIKINA LANGFORD ET VIR, JASON LANGFORD*	TXU MINING COMPANY LP	11/18/2002	HOPKINS	TX	417	927	52.1530	THOMAS TOBAR	953
0162		TXU MINING COMPANY	BLC CORPORATION	12/6/2001	*HOPKINS*	*TX*	*380*	*667*	*4.7720*	THOMAS TOBAR	953
0166		DANIEL W. EDGE ET UX EDDIE JO EDGE part of 190.96 acres	L. D. CROSS, Trustee	4/17/1975	HOPKINS	TX	362	288	44.300	MARIA J DE LOS SANTOS COY	146
0167		ROGER RIDNER ET UX KIM RIDNER	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	65.810	MARIA J DE LOS SANTOS COY	146
0167	A	ROGER RIDNER ET UX KIM RIDNER	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	73.090	MARIA J DE LOS SANTOS COY	146
0170		R. L. WRIGHT	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	783	123.73	M. A. BOWLIN	39
0170	B	CHARLES BUCK FLEET	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	788	16.44	M. A. BOWLIN	39
0174		LUMINANT MINING COMPANY LLC	LUMINANT GENERATION CO. LLC	11/28/2011	HOPKINS	TX	788	47	68.340	MARIA J DE LOS SANTOS COY	146

ADJOINING DEEDS

TRACT	ABST	GRANTOR	GRANTEE	REC DATE	COUNTY	ST	VOL	PAGE	ACRES	SURVEY	
0001	AA	RHEA ANN BOERHOF	HANS BOERHOF	6/20/2007	HOPKINS	TX	625	767	32.91	MARIA J DE LOS SANTOS COY	146
0001	1	LUMINANT MINING COMPANY LLC	BRIAN PHILLIPS & CHRISTIC PHILLIPS	6/19/2017	HOPKINS	TX	2017	3208	3.254	MARIA J DE LOS SANTOS COY	146
0013		CASEY ROSS ET AL Tract 1	SUNBELT CUSTOM MINERAL LLC	3/3/2006	HOPKINS	TX	579	734	7.62	MARIA J DE LOS SANTOS COY	146
0017	A1	CASEY ROSS ET AL Tract 2	SUNBELT CUSTOM MINERAL LLC	3/3/2006	HOPKINS	TX	579	734	6.00	MARIA J DE LOS SANTOS COY	146
0017	A	SHERRI McMAHAN	JAMES R. PACE ET UX KIMBERLY	10/31/2001	HOPKINS	TX	376	826	5.125	MARIA J DE LOS SANTOS COY	146
0017	E	JANICE A. STEWARD	REGAN M. PALMER	10/19/2017	HOPKINS	TX	2017	5639	5.957	*MARIA J DE LOS SANTOS COY*	146
0029	D	GEORGE L. LEONARD part of 84.174 acres(fr-10)	SCOTT M. ANDREWS	4/29/2009	HOPKINS	TX	701	535	43.044	MARIA J DE LOS SANTOS COY	146
0061	A	LUMINANT MINING COMPANY LLC	JEFFREY WILLIAMS	3/27/2017	HOPKINS	TX	2017	1632	1.12	DANIEL McDONALD	607
086		DOROTHY HINTON Tract 1	WAYNE HINTON TRUST	12/28/1995	HOPKINS	TX	216	594	50.00	NACOGDOCHES UNIVERSITY	693
086	B	DAIRY COUNTRY VETERINARY SERVICES	JOHN HENRY HAYES ETAL	9/3/1992	HOPKINS	TX	140	398	2.00	NACOGDOCHES UNIVERSITY	693
0090	A	GEORGE W. HICKS ET UX DERA HICKS	TEXAS POWER & LIGHT CO.	4/10/1967	HOPKINS	TX	306	524	1.141	NACOGDOCHES UNIVERSITY	693
0094	A	ROBERT W. GOODMAN	PHIL GAMBLIN ET UX NORMA GAMBLIN	11/12/2015	HOPKINS	TX	2015	5741	1.25	NACOGDOCHES UNIVERSITY	693
0094	B	MELINDA SUE STOKES ET AL Tract 3	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	3	NACOGDOCHES UNIVERSITY	693
0094	C	MELINDA SUE STOKES ET AL Tract 2	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	2	NACOGDOCHES UNIVERSITY	693
0094	D	MELINDA SUE STOKES ET AL Tract 4	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	3	NACOGDOCHES UNIVERSITY	693
0094	E	JOHN CHRISTOPHER CAROTHERS	CLINTON BUCKLEY ET UX LINDA BUCKLEY	10/9/1996	HOPKINS	TX	234	444	1	NACOGDOCHES UNIVERSITY	693
0095		JACKIE J. GIBSON ET UX PATSY	FIRST SECURITY BANK, N.A.	5/11/199	HOPKINS	TX	301	776	45.17	THOMAS STEWART	874
0095	A	JOHN & KITTY GOLDSMITH Tract 2	BRANDON E. HOPPER	1/26/2006	HOPKINS	TX	561	545	0.9968	NACOGDOCHES UNIVERSITY	693

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0095	B	RICKY DEAN ORR	Tract 1 & 2	KAY ORR	7/26/1985	HOPKINS	TX	449	690	1.48 & 1.17	NACOGDOCHES UNIVERSITY	693
0095	C	J. P. SMITH		JIMMY & ROSEMARY SPRINGER	6/25/2003	HOPKINS	TX	443	696	2.31	NACOGDOCHES UNIVERSITY	693
0095	D	KATHY RUDD & RICKY ORR		KRYSTEN HOLDER & JOSHUA THOMAS	8/14/2015	HOPKINS	TX	936	841	1.27	NACOGDOCHES UNIVERSITY	693
0095	E	RICHARD & SHIRLEY BENSON		KAYLE & CASIE NORRIS	5/24/2004	HOPKINS	TX	486	665	0.47	NACOGDOCHES UNIVERSITY	693
0095	F	KEVIN McCARTY		WILLIAM & PATRICIA YOUNG	8/20/2012	HOPKINS	TX	818	60	0.444	NACOGDOCHES UNIVERSITY	693
0095	O	JOHN & KITTIY GOLDSMITH	Tract 1	BRANDON E. HOPPER	1/26/2006	HOPKINS	TX	561	546	1.248	NACOGDOCHES UNIVERSITY	693
0096		JACKIE J. GIBSON ET UX PATSY		FIRST SECURITY BANK, N.A.	5/11/1999	HOPKINS	TX	301	776	51.12	THOMAS TOBAR	953
0098	B	CHARLES McKAY, EXECUTOR		CHARLES McKAY	10/23/2002	HOPKINS	TX	417	545	0.934	THOMAS TOBAR	953
0098	C	JERRY C. MOTE		PHIL GAMBLIN ET UX NORMA	12/31/2015	HOPKINS	TX	2016	0051	0.500	THOMAS TOBAR	953
0098	E	LARRY L. STRAND		IRENE M. HANSON	6/15/2009	HOPKINS	TX	705	868	0.545	THOMAS TOBAR	953
0098	F	VIVKI LYNN McCAY BURGSTAHLER ET AL		CHARLES McKAY ET UX LYNDA	6/27/2007	HOPKINS	TX	627	435	1.11	THOMAS TOBAR	953
0098	G	JASON NATHANIEL ARRINGTON ET UX CHARLOTTE		SLADE DANIEL ET UX KENDRA	9/12/2016	HOPKINS	TX	2016	4462	1.05	THOMAS TOBAR	953
0098	H	W. C. MARTIN		MARTIN SPRINGS BAPTIST CHURCH	6/6/1892	HOPKINS	TX	18	516	4.13	THOMAS TOBAR	95
0100	A	JOE A. WORSHAM		L P. GAS STORAGE, INC.	5/24/1963	HOPKINS	TX	280	593	3.00	THOMAS TOBAR	953
0123	A	C. DON HICKS ET UX		JACKIE GIBSON	1/18/1982	HOPKINS	TX	418	399	1.604	THOMAS STEWART	874
0140	A	K. E. ROSS UT UX LILLIE		PHILLIP ROSS ET UX GLEND	5/19/1978	HOPKINS	TX	389	441	2.00	L. H. McCORKLE	675
0145		PRATT FARMS, LP		SCOTT ANDREWS	12/4/2015	HOPKINS	TX	2015	6152	296.164	W. S. HARPER	427
0151		TERRY STERRETT ADRION EXECUTOR		AUBREY M. HUMPHREY ET UX	11/10/1998	HOPKINS	TX	290	108	64.984	JAMES WEBB	1018
0156		CLINT BUCKLEY ET UX LINDA		BUCKLEY PROPERTIES LLC	8/30/2013	HOPKINS	TX	906	164	3.136	THOMAS STEWART	874
0155		J. L. MASSEY ET AL		THE ENSERCH CORPORATION	5/24/1984	HOPKINS	TX	441	262	0.52	L. H. McCORKLE	675
0157		JARRED I. PICKETT		WAYNE HINTON, JR.	5/27/2016	HOPKINS	TX	2016	2612	0.90	NACOGDOCHES UNIVERSITY	693
0158		DORIS E. JENKINS		JOSE C. MARTINEZ ET UX MICHELLE	2/24/2017	HOPKINS	TX	2017	1010	2.97	NACOGDOCHES UNIVERSITY	693
0159		KENNETH O. HALL ET UX		JONATHAN C. WALKER ET UX JULIE	12/30/2011	HOPKINS	TX	793	103	0.700	NACOGDOCHES UNIVERSITY	693
0163		MANUEL ANZALDUA ET UX MARGARET		DALE SEYMOUR	1/23/1991	HOPKINS	TX	109	437	1.05	THOMAS TOBAR	953
0164		VONDA LOU MERRELL WRIGHT		FRANK WRIGHT	3/10/2005	HOPKINS	TX	522	555	136+	M. A. BOWLIN	39
0168		T. B. McINTIRE ET UX CORA MAE		CITY OF SULPHUR SPRINGS	1/16/1956	HOPKINS	TX	13	231	412	MARIA J DE LOS SANTOS COY	146
0169		GEORGE L. LEONARD		SCOTT M. ANDREWS	4/29/2009	HOPKINS	TX	701	535	119.0	MARIA J DE LOS SANTOS COY	146
0169	A	L. D. CROSS, TRUSTEE	Tract 3	LOUIE V. WOODALL ET UX	4/15/1975	HOPKINS	TX	362	430	12.00	MARIA J DE LOS SANTOS COY	146
0170	A	R. L. WRIGHT ET UX VENITA WRIGHT		EDWARD PINGEL & LESLIE PINGLE	10/27/2003	HOPKINS	TX	460	415	11.455	M. A. BOWLIN	39
0172		ETTO DOSSETT ET AL		M. D. MERRELL	5/24/1939	HOPKINS	TX	142	192	11.50	NACOGDOCHES UNIVERSITY	693
0173		VONDA LOU MERRELL WRIGHT		FRANK WRIGHT	3/10/2005	HOPKINS	TX	522	555	136+	M. A. BOWLIN	39
0174	A	TIM TOLSON & PAT TOLSON		JAMES Q. WRIGHT ET UX MARGARET	8/19/2005	HOPKINS	TX	542	042	15.00	MARIA J DE LOS SANTOS COY	146
0174	C	ROBERT DALE EARLY ET UX ASHLEY		JASON NATHANIEL ARRINGTON ET UX	7/14/2017	HOPKINS	TX	2017	3591	20.00	MARIA J DE LOS SANTOS COY	146
0174	D	TIM TOLSON & JENNIFER A. TOLSON		JOEL OSORNIO ET UX BLANCA	11/11/2016	HOPKINS	TX	2016	5658	32.00	MARIA J DE LOS SANTOS COY	
0174	E	AFFIDAVIT OF HEIRSHIP		PATRICIA ANN BRADY TOLSON	11/3/2015	HOPKINS	TX	2016	42	32.64	MARIA J DE LOS SANTOS COY	146
0175		DURWOOD STEED ET UX CARLYNE		GEORGE LAW ET UX BARBARA LAW	6/25/1993	HOPKINS	TX	157	390	67.50	MARIA J DE LOS SANTOS COY	146

BEGINNING at a ½" rebar found on the North East corner of Tract 1, being on the South East corner of tract 1AA, a 31.52 acre tract described in a deed to Hans Boerhof, dated June 20, 2007, Recorded in Vol. 625, page 767, Official Public Records, and being on the West boundary line of FM Hwy. 1870;

THENCE S 24° 45' 35" E along the East boundary line of said Tract 1 and the West boundary line of said FM Hwy. 1870 a distance of 843.91 feet to a found ½" rebar marked with a "RPLS 4021" cap found for a corner, being on the North East corner of Tract 1-1, a 3.254 acre tract described in a deed to Brian Phillips and Christie Phillips, dated June 19, 2017, Recorded in Doc. # 2017-3208, Official Public Records;

THENCE S 73° 02' 17" W along the North boundary line of said Tract 1-1 a distance of 210.38 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE S 64° 02' 42" W along the North boundary line of said Tract 1-1 a distance of 253.90 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE S 15° 43' 25" E along the West boundary line of said Tract 1-1 a distance of 258.13 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE N 74° 11' 18" E along the South boundary line of said Tract 1-1 a distance of 509.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, and being on the West boundary line of said FM Hwy. 1870;

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John Cooper R.P.L.S. #5226 *Firm # 10016200*

THENCE S 24° 37' 38" E along the West boundary line of said FM Hwy. 1870, and the East boundary line of Tract 1A, a distance of 783.78 feet to a found Concrete Monument at Hwy. P. T. Sta. 205+96.7 for a corner;

Along said FM Hwy. 1870 right-of-way and the Easterly boundary line of Tracts 1A, 4A, 7A, 12, 12C, 12A, 12B, and 8 as follows;

THENCE S 23° 17' 32" E along the West boundary line of said FM Hwy. 1870 a distance of 501.40 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE N 88° 52' 28" E along the South boundary line of said FM Hwy. 1870 a distance of 80.40 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a South Easterly direction whose long chord is S 48° 08' 31" E a distance of 837.35 feet and whose radius is 2351.83 feet with a tangent of 425.47 feet and whose central angle for this part is 20° 30' 33" an arc distance of 841.84 feet to a found 5/8" rebar marked with a "Longview Surveying" cap at Hwy. P. C. Sta. 192+51.4 for a corner;

THENCE S 58° 08' 40" E along the West boundary line of said FM Hwy. 1870 a distance of 303.46 feet to a found concrete monument at Hwy. Sta. 189+49.2 for a corner;

THENCE S 89° 49' 17" E along the West boundary line of said FM Hwy. 1870 a distance of 20.87 feet to a found concrete monument at Hwy. Sta. 189+33.3 for a corner;

THENCE S 58° 16' 58" E a distance of 177.88 feet to a found concrete monument at Hwy. Sta. 187+50 for a corner;

THENCE S 26° 44' 51" W a distance of 10.25 feet to a found concrete monument at Hwy. Sta. 187+50 for a corner;

THENCE S 58° 20' 48" E along the West boundary line of said FM Hwy. 1870 a distance of 2025.94 feet to a found concrete monument at Hwy. P. T. Sta. 167+25.6 for a corner;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a South Easterly direction whose long chord is S 64° 24' 10" E a distance of 1220.14 feet and whose radius is 5789.58 feet with a tangent of 613.49 feet and whose central angle for this part is 12° 05' 51" an arc distance of 1222.41 feet to a found concrete monument at Hwy. P. C. Sta. 155+15.6 for a corner;

THENCE S 70° 24' 17" E along the South boundary line of said FM Hwy. 1870 a distance of 744.96 feet to a found concrete monument at Hwy. Sta. 147+70 for a corner;

THENCE S 15° 24' 16" E along the South boundary line of said FM Hwy. 1870 a distance of 121.44 feet to a found concrete monument for a corner;

THENCE S 19° 35' 44" W along the West boundary line of said FM Hwy. 1870 a distance of 150.00 feet to a ½" rebar set for a corner;

THENCE S 70° 24' 16" E along the South boundary line of said FM Hwy. 1870 a distance of 41.72 feet to a ½" rebar set for a corner, being in the center of CR 2306 for a corner;

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THENCE N 89° 53' 05" W along the center of said CR 2306 a distance of 2241.22 feet to a 1/2" rebar set for a corner, being on the North boundary line of the Louisiana – Arkansas Rail Road now owned by The Kansas City Southern Railway;

THENCE S 15° 05' 59" W crossing the Said Rail Road at a distance of 100.00 feet to a 1/2" rebar set for a corner, being on the South boundary line of the said Louisiana – Arkansas Rail Road now owned by The Kansas City Southern Railway;

Along the South boundary line of said rail road and the North boundary line of Tracts 31, 32, 33, and 42 as follows:

THENCE S 73° 08' 57" E along the South boundary line of said rail road a distance of 1715.31 feet to a 1/2" rebar set for a corner;

THENCE along the South boundary line of said rail road on a curve to the right in a South Easterly direction, whose Long chord is S 68° 29' 41" E a distance of 522.17 feet and whose radius is 3274.04 feet with a tangent distance of 261.92 feet and whose central angle for this part is 9° 08' 52" an arc distance of 522.72 feet to a 1/2" rebar set for a corner;

THENCE S 63° 30' 49" E along the South boundary line of said rail road a distance of 3044.46 feet to a found 1/2" rebar for a corner, being on the North East corner of said Tract 42, and being on the West boundary line of said FM Hwy. 1870;

THENCE S 63° 29' 38" E crossing FM Hwy. 1870 along the South boundary line of said rail road a distance of 120 feet to a 1/2" rebar set for a corner, being on the East boundary line of said FM Hwy. 1870, and being on the North boundary line of CR 2319;

THENCE S 63° 31' 14" E along the South boundary line of said rail road and the North boundary line said CR 2319 a distance of 746.95 feet to a found Longview cap for a corner, being on the North West corner of said Tract 155, a called 0.52 acre tract, described in a deed to The Enserch Corporation, Dated May 24, 1984, recorded in Vol. 441, page 262, Deed Records;

THENCE S 26° 37' 23" W along the West boundary line of said Tract 155, a 0.52 acre tract, a distance of 190.00 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 155, a 0.52 acre tract;

THENCE S 63° 32' 24" E along the South boundary line of said Tract 155, a 0.52 acre tract a distance of 150.00 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 155, 0.52 acre tract;

THENCE N 26° 38' 24" E along the South boundary line of said Tract 155, a 0.52 acre tract, a distance of 190.00 feet to a Longview cap found for a corner, being on the North East corner of said Tract 155, a 0.52 acre Tract, being on the South boundary line of said rail road and being on the North boundary line of said CR 2319;

THENCE S 63° 26' 06" E along the South boundary line of said Rail Road, the North boundary line of said CR 2319, and the North boundary line of Tract 45, a distance of 433.74 feet to a ½" rebar set for corner;

THENCE along the South boundary line of said Rail Road and the North boundary of Tracts 45, 48B, 48A, and 48 on a curve to the right in a South Easterly direction, whose Long chord is S 49° 47' 01" E a distance of 932.72 feet and whose radius is 2083.48 feet with a tangent distance of 478.50 feet and whose central angle for this is 25° 52' 08" an arc distance of 940.69 feet to a 1/2" rebar set for a corner;

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THENCE S 35° 09' 07" E along the South boundary line of said rail road and the North boundary line of said CR 2319 until it intersects CR 2318 and then continues along the South boundary line of said rail road, and the North boundary line of Tracts 45, 49, 63A, and 51, a distance of 4881.26 feet to a ½" rebar found for corner, being on the South East corner of said Tract 61, and being on the North East corner of said Tract 151;

THENCE S 85° 09' 09" W along the South boundary line of said Tract 61 and the North boundary line of said Tract 151 a distance of 1078.11 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the East boundary line of said Tract 145, being on the center of said CR 2319, and being on the South West corner of said Tract 61;

THENCE N 44° 54' 37" W along the Center of said CR 2319, the West boundary line of said Tract 61 and the East boundary line of said Tract 145 a distance of 110.95 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North East corner of said Tract 145;

THENCE S 89° 19' 57" W a distance of 310.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the East boundary line of Tract 70, and being on the most Northerly North West corner of said Tract 145;

THENCE S 1° 03' 10" E along the West boundary line of said Tract 145 and the East boundary line of said Tract 70 a distance of 1561.26 feet to a found 3/8" rebar for a corner, being on the South East corner of said Tract 70, and being on an external angle corner of Tract 145;

THENCE S 88° 50' 33" W along the North boundary line of said Tract 145 and the South boundary line of Tracts 70 and 69 a distance of 3680.67 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the South West corner of said Tract 69, being on the most Westerly North West corner of said Tract 145, and being on the East boundary line of Said FM Hwy. 1870;

THENCE S 88° 50' 33" W, crossing said FM Hwy. 1870, a distance of 120.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the West boundary line of said FM Hwy. 1870, and being on the East boundary line of Tract 80;

Along the West boundary line of said FM Hwy. 1870 and the East boundary line of Tract 80, 82, and 85 as follows:

THENCE S 1° 56' 27" E along the West boundary line of said FM Hwy. 1870 a distance of 2333.03 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on Hwy. Sta. 11+21.9;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a Southerly direction, whose Long chord is S 3° 59' 25" E a distance of 826.10 feet and whose radius is 11519.15 feet with a tangent distance of 413.32 feet and whose central angle for this is 4° 06' 36" an arc distance of 826.28 feet to a 1/2" rebar set for a corner, being on Hwy. Sta. 3+00;

THENCE S 2° 35' 00" W along the West boundary line of said FM Hwy. 1870 a distance of 162.39 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE S 38° 55' 00" W along the West boundary line of said FM Hwy. 1870 a distance of 101.12 feet to a ½" rebar set for a corner, being on the North Boundary line of State Hwy. 11;

Along the North boundary line of State Hwy. 11 and the South boundary line of Tract 85, 84, 84A, 76C, 76, 76B, 76A, 75, 64, 73A, 73, 73B, 71, 72 and 162 as follows:

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HOPKINS COUNTY, TEXAS

COOPER LAND SURVEYING, INC.
3914 Texas Hwy. 11 West, P.O. Box 367, Sulphur Springs, Tx 75482
Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 Firm # 10016200

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a Westerly direction, whose Long chord is N 88° 04' 10" W a distance of 126.52 feet and whose Radius is 5679.58 feet with a tangent distance of 63.26 feet and whose central angle for this part is 1° 16' 35" an arc distance of 126.52 feet to a wooden post for a corner, being on Hwy. Sta. 320+51.5;

THENCE N 87° 29' 05" W along the North boundary line of said State Hwy. 11 a distance of 1781.10 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on Hwy. P. T. Sta. 302.+69.9;

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a North Westerly direction whose long chord is N 82° 08' 18" W a distance of 537.86 feet and whose radius is 2814.79 feet with a tangent of 270.17 feet and whose central angle for this part is 10° 57" 54" an arc distance of 538.68 feet to a found concrete monument at Hwy. P. C. Sta. 297+31.6 for a corner;

THENCE N 76° 41' 51" W along the North boundary line of said State Hwy. 11 a distance of 2431.60 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 273+00;

THENCE N 78° 19' 51" W along the North boundary line of said State Hwy. 11 a distance of 488.90 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 268+11.1;

THENCE N 77° 13' 46" W along the North boundary line of said State Hwy. 11 a distance of 1610.44 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 251+99.6;

THENCE N 76° 30' 58" W along the North boundary line of said State Hwy. 11 a distance of 1696.33 feet to a found concrete monument for a corner;

THENCE N 76° 31' 22" W along the North boundary line of said State Hwy. 11 a distance of 1000.57 feet to a found concrete monument for a corner;

THENCE N 76° 30' 48" W along the North boundary line of said State Hwy. 11 a distance of 1205.68 feet to a found concrete monument for a corner, being on Hwy. P. T. Sta. 212+96.6;

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a Westerly direction, whose Long chord is N 65° 05' 42" W a distance of 1493.55 feet and whose Radius is 3769.72 feet with a tangent distance of 761.87 feet and whose central angle for this part is 22° 51' 05" an arc distance of 1503.49 feet to a ½" rebar set for a corner, being on Hwy. P. C. Sta. 197+61;

THENCE N 53° 26' 51" W along the North line of said State Hwy. 11 a distance of 412.70 feet to a 3/8" rebar found for a corner, being on the South West corner of said Tract 162 and being on the South East corner of Tract 163;

THENCE N 1° 33' 54" W along the West boundary line of said Tract 162 and the East boundary line of said Tract 163 a distance of 294.38 feet to a ½" rebar set for a corner, being on an external corner of said Tract 162 and being on an internal corner of said Tract 163;

THENCE N 75° 58' 16" W along the South boundary line of said Tract 162 and the North boundary line of said Tract 163 a distance of 190.05 feet to a 3/8" rebar found for a corner, being on the West boundary line of said Tract 162, being on the North West corner of said Tract 163, and being on the East boundary line of Tract 98H;

THENCE N 6° 58' 42" W along the West boundary line of said Tract 162 and the East boundary line of said Tract 98H a distance of 171.86 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 162, being on the North East corner of said Tract 98H, being on the South boundary line of Tract 100, and being on the center of CR 2309;

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THENCE N 87° 45' 52" E along the South boundary line of said Tract 100, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 7.45 feet to a found 60d nail for a corner, being on the South West corner of said Tract 100A, a set ½" rebar bears N 0° 43' 52" W a distance of 20 feet;

THENCE N 87° 45' 25" E along the South boundary line of said Tract 100A, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 311.81 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 100A, a set ½" rebar bears N 0° 41' 31" W a distance of 20 feet;

THENCE N 0° 41' 31" W along the East boundary line of said Tract 100A a distance of 429.29 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 100A;

THENCE S 89° 16' 26" W along the North boundary line of said Tract 100A a distance of 312.00 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 100A;

THENCE S 0° 43' 52" E along the West boundary line of said Tract 100A a distance of 437.50 feet to the South West corner of said Tract 100A, being on the South boundary line of said Tract 100, being on the North boundary line of said Tract 162, and being on the center of said CR 2309;

THENCE S 87° 45' 52" W along the South boundary line of said Tract 100, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 7.45 feet to a ½" rebar found for a corner, being on the North West corner of said Tract 162, and being on the North East corner of said Tract 98H;

THENCE S 87° 56' 10" W along the South boundary line of said Tract 100, the North boundary line of said Tract 98H, and the center of said CR 2309 a distance of 7.80 feet to a 3/8" Spike Nail found for a corner, being on the South West corner of said Tract 100, and being on the South East corner of Tract 98A;

THENCE S 87° 56' 10" W along the South boundary line of said Tract 98A, the North boundary line of said Tract 98H, and the center of said CR 2309 a distance of 446.47 to a 60d nail found for a corner, being on the South West corner of said Tract 98A and being on the North Boundary line of State Hwy. 11;

THENCE N 53° 25' 56" W along the South boundary line of said Tract 98A, and the North boundary line of said State Hwy. 11 a distance of 483.62 feet to a ½" rebar set for a corner, being on an external corner of said Tract 98A, and being on the South East corner of Tract 98G;

THENCE N 35° 50' 53" E along the East boundary line of said Tract 98G, and the West boundary line of said Tract 98A a distance of 301.13 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 98G, and being on an internal corner of said Tract 98A;

THENCE N 51° 19' 36" W along the North boundary line of said Tract 98G, and the South boundary line of said Tract 98A a distance of 149.17 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98G, and being on the North East corner Tract 98F;

THENCE N 51° 51' 27" W along the North boundary line of said Tract 98F, and the South boundary line of said Tract 98A a distance of 151.46 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98F, and being on the North East corner said Tract 98B;

THENCE S 38° 24' 18" W along the West boundary line of said Tract 98F, and the East boundary line of said Tract 98A a distance of 15.27 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 98B;

THENCE N 53° 24' 56" W along the North boundary line of said Tract 98B, and the South boundary line of said Tract 98A a distance of 144.82 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98B;

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THENCE S 35° 34' 45" W along the West boundary line of said Tract 98B, and the East boundary line of said Tract 98A a distance of 296.81 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South West corner of said Tract 98B, being on the South boundary line of said Tract 98A and being on the North boundary line of said State Hwy. 11;

THENCE N 53° 17' 36" W along the South boundary line of said Tract 98A, and the North boundary line of said State Hwy. 11 a distance of 381.94 feet to a ½" rebar found for a corner, being on the South East corner of said Tract 98E;

THENCE N 18° 27' 09" E along the East boundary line of said Tract 98E, and the West boundary line of said Tract 98A a distance of 176.73 feet to a ½" rebar set for a corner, being on the North East corner of Tract 98E and an internal corner of said Tract 98A;

THENCE N 52° 18' 02" W along the North boundary line of said Tract 98E, and the South boundary line of said Tract 98A a distance of 100.70 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98E and being on the North East corner of said Tract 98C;

THENCE N 52° 51' 55" W along the North boundary line of said Tract 98C, and the South boundary line of said Tract 98A a distance of 123.08 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North West corner of Tract 98C and being on the most Southerly South West corner of said Tract 98A, and being on the East boundary line of said Tract 98D;

THENCE S 24° 13' 33" W along the West boundary line of said Tract 98C, and the East boundary line of said Tract 98D a distance of 79.85 feet to a found ½" iron pipe for a corner, being on an internal corner of said Tract 98C and being on an external corner of said Tract 98D;

THENCE N 52° 36' 40" W along the South boundary line of said Tract 98D, and the North boundary line of said Tract 98C a distance of 7.00 feet to a ½" rebar set for a corner, being on an external corner of said Tract 98C and being on an internal corner of said Tract 98D;

THENCE S 19° 40' 52" W along the East boundary line of said Tract 98D, and the West boundary line of said Tract 98C a distance of 102.11 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 98C, being on South East corner of said Tract 98D, and being on the North boundary line of said State Hwy. 11;

THENCE N 52° 50' 05" W along the South boundary line of said Tract 98D, Tract 98, and the North boundary line of said State Hwy. 11 a distance of 279.58 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 98 and being on South East corner of Tract 156;

THENCE N 1° 44' 45" W along the West boundary line of said Tract 98, and the East boundary line of said Tract 156 a distance of 836.77 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North corner of said Tract 156, and being on East boundary line of said Tract 95;

THENCE N 1° 36' 00" W along the West boundary line of said Tract 98, and the East boundary line of said Tract 95 a distance of 255.96 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98, and being on South West corner of Tract 96;

THENCE N 88° 30' 54" E along the North boundary line of said Tract 98, and the South boundary line of said Tract 96 a distance of 968.94 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 96, and being on South West corner of said Tract 97;

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THENCE N 1° 20' 43" W along the East boundary line of said Tract 96, and the West boundary line of said Tract 97 a distance of 2292.04 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 96, and being on South East corner of said Tract 134;

THENCE N 89° 16' 40" W along the North boundary line of said Tract 96, and the South boundary line of said Tract 134 a distance of 958.77 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 96, being on South West corner of said Tract 134, being on the East boundary line of said Tract 123, and being on the West boundary line of CR 2307;

THENCE S 1° 04' 31" E along the East boundary line of said Tract 123, the West boundary line of said Tract 96, and crossing said CR 2307 a total distance of 112.30 feet to a found 5/8" rebar marked with a "Longview Surveying" cap found for a corner, and being on the North East corner of Tract 123A;

THENCE S 56° 30' 19" W along the South boundary line of said Tract 123, the North boundary line of said Tract 123A, and generally along the center of said CR 2307 a distance of 263.19 feet to a ½" rebar set for an angle corner;

THENCE S 31° 40' 20" W along the South boundary line of said Tract 123, the North boundary line of said Tract 123A, and generally along the center of said CR 2307 a distance of 620.15 feet to a found 5/8" rebar marked with "Longview Surveying" cap for a corner, being on the South West corner said Tract 123A, and being on the North boundary line of Tract 95;

THENCE S 89° 29' 13" W along the South boundary line of said Tract 123, the South boundary line of Tract 90, the North boundary line of said Tract 95 and the North boundary line of Tract 95-0, and the South boundary line of said CR 2307 a distance of 255.44 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the South East corner of Tract 90B;

THENCE S 89° 26' 52" W, along the South boundary line of said Tract 90B, the North boundary line of said Tract 95-0, the North boundary line of Tract 95A, and the South boundary line of said CR 2307 a distance of 150.12 feet to found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South West corner of Said Tract 90B;

THENCE S 89° 37' 51" W along the South boundary line of said Tract 90, the North boundary line of said Tract 95A and the South boundary line of said CR 2307 a distance of 69.09 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South East corner of Tract 90A;

THENCE N 1° 18' 41" W along the East boundary line of said Tract 90A and the West boundary line of said Tract 90 a distance of 327.27 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North East corner of said Tract 90A;

THENCE S 53° 19' 21" W along the North boundary line of said Tract 90A and the South boundary line of said Tract 90 a distance of 296.01 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North West corner of said Tract 90A;

THENCE S 2° 07' 37" E along the West boundary line of said Tract 90A and the East boundary of said Tract 90 a distance of 152.76 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner;

THENCE N 89° 30' 53" E along the South boundary line of said Tract 90A a distance of 14.17 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the West edge pavement, and being West of the Center of said CR 2307;

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THENCE S 1° 49' 14" E along the East boundary line of said Tract 94 and the West edge of pavement of said CR 2307, not following the center of said CR 2307, a distance of 1005.81 feet to a found Long Surveying 5/8" rebar for a corner, being on the South East corner of Tract 94E;

THENCE N 54° 21' 57" W along the North boundary line of said Tract 94E and the South boundary line of said Tract 94 a distance of 196.43 feet to a ½" rebar set for a corner;

THENCE S 4° 50' 28" W along the West boundary line of said Tract 94E and the East boundary line of said Tract 94 a distance of 214.48 feet to a found Long Surveying 5/8" rebar for a corner, being on the North boundary line of Tract 94D;

THENCE N 54° 20' 00" W along the South boundary line of said Tract 94 and the North boundary line of said Tract 94D a distance of 4.80 feet to a ½" rebar set for a corner, being on the East boundary line of Tract 94C;

THENCE N 35° 39' 00" E along the East boundary line of Tract 94C and the West boundary line of said Tract 94 a distance of 1.50 feet to a ½" rebar set for a corner, being on the North East corner of Tract 94C;

THENCE N 54° 21' 24" W along the South boundary line of said Tract 94 and the North boundary line of said Tracts 94C, 94B, and 94A a distance of 512.24 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the North West corner of said Tract 94A;

THENCE S 35° 33' 00" W along the East boundary line of said Tract 94 and the West boundary line of said Tracts 94A a distance of 361.45 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the South West corner of said Tract 94A, being on the most Southerly South East corner of said Tract 94, and being on the North boundary line of said State Hwy. 11;

THENCE N 52° 49' 43" W along the South boundary line of said Tract 94 and the North boundary line of said State Hwy. 11 a distance of 1951.13 feet to a 5/8" rebar found for a corner, being on the East corner of Tract 159;

THENCE N 31° 30' 18" W along the North boundary line of said Tract 159 and the South boundary line of said Tract 94 a distance of 287.78 feet to a ½" rebar found for a corner, being on an internal corner of Tract 159 and being on an external corner of said Tract 94;

THENCE N 4° 44' 21" W along the East boundary line of said Tract 159 and the East boundary line of said Tract 158 a distance of 304.44 feet to a ½" rebar set for a corner, being on an internal corner of said Tract 158 and being on the most Westerly North West corner of said Tract 94;

THENCE N 84° 02' 36" E along the South boundary line of said Tract 158 and the North boundary line of said Tract 94 a distance of 118.45 feet to a ½" rebar set for a corner, being on the most Easterly South East corner of said Tract 158 and being on the South West corner of said Tract 92;

THENCE N 0° 04' 34" E along the East boundary line of said Tract 158 and the West boundary line of said Tract 92 a distance of 115.93 feet to a found 3/8" rebar for a corner; being on the most Easterly North East corner of said Tract 158, and being on the most Southerly South East corner of said Tract 87;

THENCE N 80° 05' 45" W along the North boundary line of said Tract 158 and the South boundary line of said Tract 87 a distance of 361.59 feet to a found 3/8" rebar for a corner; being on the North West corner of said Tract 158 and being on the North East corner of Tract 157;

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THENCE N 80° 08' 16" W along the North boundary line of said Tract 157 and the South boundary line of said Tract 87 a distance of 199.90 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner; being on the North West corner of said Tract 157, being on the South West corner of Tract 87, and being on the East boundary line of Tract 86B;

THENCE N 6° 33' 35" E along the West boundary line of said Tract 87 and the East boundary line of said Tract 86B and said Tract 86 a distance of 1698.99 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner; being on the North West corner of said Tract 87, being on the most Easterly North East corner of said Tract 86, and being on the South boundary line of said Tract 88;

THENCE S 88° 06' 30" W along the South boundary line of said Tract 88 and the North boundary line of said Tract 86 a distance of 141.42 feet to a ½" rebar set for a corner; being on the South West corner of said Tract 88, and being on an internal corner of said Tract 86;

THENCE N 0° 47' 56" W along the West boundary line of said Tract 88 and the East boundary line of said Tract 86 a distance of 259.87 feet to a found ½" rebar for a corner; being on the most Northerly North East corner said Tract 86, and being on the South East corner of Tract 172;

THENCE N 4° 10' 11" W along the West boundary line of said Tract 88 and the East boundary line of said Tract 172 a distance of 395.25 feet to a ½" rebar set for a corner; being on the North West corner said Tract 88, being on the North East corner of Tract 172, being on the South East corner of Tract 164, and being on the South West corner of Tract 173;

THENCE N 86° 56' 15" E along the North boundary line of said Tract 88 and the South boundary line of said Tract 173 a distance of 904.86 feet to a ½" rebar found for a corner; being on the South East corner said Tract 173, being on the South West corner of said Tract 170, and being on the center of CR 2307;

THENCE N 2° 27' 28" W along the West boundary line of said Tract 170, the East boundary line of said Tract 173, and the center of said CR 2307 a distance of 1008.21 feet to a ½" rebar found for a corner;

THENCE N 5° 21' 19" E along the West boundary line of said Tract 170, the East boundary line of said Tract 173, and the center of said CR 2307 a distance of 564.37 feet to a ½" rebar found for a corner;

THENCE N 13° 21' 07" E along the West boundary line of said Tract 170, the East boundary line of said Tract 173 and said Tract 164, and the center of said CR 2307 a distance of 761.06 feet to a ½" rebar found for a corner, being on the North West corner of said Tract 170, and being on the South West corner of Tract 170A;

THENCE S 72° 35' 27" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 543.41 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE S 51° 57' 52" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 410.71 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE S 87° 29' 56" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 1099.20 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE N 80° 04' 35" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 601.58 feet to a found ½" rebar marked with a "Cooper" cap for a corner, being on the North East corner of said Tract 170, and being on the North West corner of said Tract 170B;

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THENCE N 80° 04' 44" E along the North boundary line of said Tract 170B, and the South boundary line of said Tract 170A a distance of 373.87 feet to a found ½" rebar marked with a "Cooper" cap for a corner, being on the South East corner of said Tract 170A, being on the North East corner of said Tract 170B, and being on the West boundary line of Tract 169;

THENCE S 1° 49' 12" E along the East boundary line of said Tract 170B, the West boundary line of said Tract 169 and said Tract 168 a distance of 1963.29 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 170B, being on the South West corner of said Tract 168, and being on the North boundary line of said Tract 123;

THENCE N 88° 31' 39" E along the South boundary line of said Tract 168, and the North boundary line of said Tract 123 and said Tract 161 a distance of 1809.10 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 168, and being on the South West corner of said Tract 166;

THENCE N 1° 34' 19" W along the West boundary line of said Tract 166, and the East boundary line of said Tract 168 a distance of 1000.43 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 166, and being on the South West corner of said Tract 169;

THENCE N 88° 31' 29" E along the North boundary line of said Tract 166, and the South boundary line of said Tract 169 a distance of 1955.20 feet to a found 2 1/4" Pipe Post for a corner, being on the North East corner of said Tract 166, being on the South East corner of said Tract 169, being on the North West corner of Tract 29B, and being on the South West corner of said Tract 29D;

THENCE N 88° 32' 40" E along the North boundary line of said Tract 29B, and the South boundary line of said Tract 29D a distance of 1914.23 feet to a rail road spike set for a corner, being on the North East corner of said Tract 29B, being on the South East corner of said Tract 29D, being on the West boundary line of Tract 29C, and being on the West edge of the asphalt pavement of the relocated CR 2309, a set ½" rebar bears S 88° 32' 40" W a distance of 24.55 feet;

THENCE N 10° 10' 50" E along the West boundary line of said Tract 29C, the East boundary line of said Tract 29D a distance of 326.60 feet to a rail road spike set for a corner, being on the West edge of pavement of said relocated CR 2309;

THENCE along a curve to the right in a North Easterly direction being along the East boundary of said Tract 29D, the West boundary line of said Tract 29C, and being on the West edge of the asphalt pavement of the said relocated CR 2309 on a curve to the right whose long chord is N 22° 57" 00" E a distance of 332.67 feet and whose radius is 746.20 feet with a tangent of 170.63 feet and whose central angle for this part is 25° 45' 36" an arc distance of 335.49 feet to a ½"rebar set for a corner;

THENCE along a curve to the left in a North Easterly direction being along the East boundary of said Tract 29D, the West boundary line of said Tract 29C, and being on the West edge of the asphalt pavement of the said relocated CR 2309 on a curve to the left whose long chord is N 22° 57" 00" E a distance of 305.92 feet and whose radius is 686.20 feet with a tangent of 156.91 feet and whose central angle for this part is 25° 45' 36" an arc distance of 308.51 feet to a rail road spike set for a corner;

THENCE N 10° 10' 50" E along the West boundary line of said Tract 29C, the East boundary line of said Tract 29D a distance of 21.13 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the West edge of pavement of said CR 2309, being on the North East corner of said Tract 29D, being on the North corner of said Tract 29C, and being on the South East corner of said Tract 167;

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John Cooper R.P.L.S. #5226 *Firm # 10016200*

THENCE S 88° 31' 01" W along the North boundary line of said Tract 29D, and the South boundary line of said Tract 167 a distance of 2242.06 feet to a ½ " rebar set for a corner, being on the South West corner of said Tract 167, being on the North West corner of said Tract 29D, and being on the East boundary line of said Tract 169, a found ½" rebar bears N 38° 20' 58" E a distance of 3.43 feet.

THENCE N 1° 31' 26" W along the West boundary line of said Tract 167, and the East boundary line of said Tract 169 a distance of 1571.55 feet to a point in a creek for a corner, being on the South boundary line of the Louisiana Arkansas Rail Road now owned by The Kansas City Southern Railway, being on the North East corner of said Tract 169, and being on the North West corner of said Tract 167, a set ½" rebar bears S 1° 31' 26" E a distance of 16.77 feet;

THENCE N 42° 40' 39" W, crossing said rail road, a distance of 179.35 feet to a found ½" rebar for a corner, being on the South West corner of said Tract 167A, being on the South East corner of said Tract 169A, and being on the North boundary line of said Louisiana Arkansas Rail Road now owned by The Kansas City Southern Railway, a found 5/8" rebar marked with a "Longview Surveying" cap bears N 3° 14' 47" E a distance of 1.77 feet;

THENCE N 1° 19' 06" W, along the West boundary line of said Tract 167A, and the East boundary line of said Tract 169A a distance of 1056.13 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 167A, being on the North East corner of said Tract 169A, and being on the South boundary line of said Tract 174A;

THENCE N 88° 29' 33" E along the North boundary line of said Tract 167A, and the South boundary line of said Tract 174A and Tract 174E a distance of 903.99 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, being on the South East corner of said Tract 174E, and being on the South West corner of said Tract 174;

THENCE N 4° 50' 32" E along the East boundary line of said Tract 174E, and the West boundary line of said Tract 174 a distance of 1034.10 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 9° 47' 50" E along the East boundary line of said Tract 174E, and the West boundary line of said Tract 174 a distance of 116.75 feet to a found ½" rebar marked with a "CBG 5569" cap for a corner, being on the North East corner of said Tract 174E, and being on the South East corner of said Tract 174D;

THENCE N 10° 23' 29" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 82.83 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 74° 43' 13" E along the South boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 133.02 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 25° 18' 02" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 205.25 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 33° 56' 46" W along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 315.58 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 17° 59' 57" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 85.87 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 75° 40' 04" E along the South boundary line of said Tract 174D, and the North boundary line of said Tract 174 a distance of 185.91 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

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HOPKINS COUNTY, TEXAS

COOPER LAND SURVEYING, INC.

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Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 *Firm # 10016200*

THENCE N 0° 44' 41" W along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 219.81 feet to a found ½" rebar marked with a "CBG 5569" cap for a corner, being on the North East corner of said Tract 174D, and being on the South East corner of said Tract 174C;

THENCE N 0° 40' 02" W along the East boundary line of said Tract 174C, and the West boundary line of said Tract 174 a distance of 330.76 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 24° 57' 30" W along the East boundary line of said Tract 174C, and the West boundary line of said Tract 174 a distance of 116.17 feet to a found 2 5/8" iron fence post pipe for a corner, being on the North East corner of said Tract 174C, being on the North West corner of said Tract 174, and being on the South boundary line of said Tract 175, a found ½" rebar marked with a "CBG 5569" cap bears S 46° 01' 07" E a distance of 2.31 feet;

THENCE N 89° 49' 28" E along the North boundary line of said Tract 174, and the South boundary line of said Tract 175 a distance of 1026.75 feet to a found 3/8" rebar for a corner, being on the North East corner of said Tract 174, being on the South East corner of said Tract 175, and being on the West boundary line of said Tract 1AA;

THENCE S 4° 09' 57" E along the East boundary line of said Tract 174, and the West boundary line of said Tract 1AA a distance of 194.50 feet to a found 3/8" rebar for a corner, being on the South West corner of said Tract 1AA, and being on the North West corner of said Tract 1;

THENCE N 88° 42' 07" E along the South boundary line of said Tract 1AA, and the North boundary line of said Tract 1 a distance of 948.37 to the PLACE OF BEGINNING and containing 4894.172 acres of land for Annexation of which 15.590 acres lies in bound of said rail road, of which 19.217 acre lies in the bounds of FM Hwy. 1870, of which 1.115 acre lies in Tract 61A, and 0.237 acres lies in Tract 140A, leaving a net acreage of 4858.013 acres of land.

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Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 Firm # 10016200

SAVE & EXCEPT
FIELD NOTES FOR 19.217 ACRE TRACT
IN F. M. Hwy. 1870 right-of-way
AREA 171, TRAC T 182
LUMINANT MINING
L. H. McCORKLE SURVEY A-675
WOODWARD RONE SURVEY A-813
W. S. HARPER SURVEY A-427
THOMAS TOBAR SURVEY A-953
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the L. H. McCorkle Survey A-675, Woodward Rone Survey A-813, W. S. Harper Survey A-427, and Thomas Tobar Survey A-953, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all of that certain 19.217 acre tract located within the current right of way of FM Hwy. 1870 known as Tract 182, and being more particularly described as follows;

BEGINNING at a ½" rebar found on the North East corner of a 34.45 acre tract known as Tract 42, being on the South boundary line of the Missouri, Kansas & Texas Rail Road, now owned by the Kansas City Southern Railway, and being on the West boundary line of FM Hwy. 1870;

THENCE S 63° 29' 38" E, crossing FM Hwy. 1870, along the South boundary line of said rail road a distance of 120 feet to a 1/2" rebar set for a corner, being on the East boundary line of said FM Hwy. 1870, being on the North boundary line of CR 2319 and being on the North West Corner of the remainder of a 2 acre tract, known as Tract 140A, described in a deed to Phillip Ross and wife Glenda Ross, dated May 19, 1978, recorded in Vol. 389, page 441, Deed Records;

Along the East boundary line of said FM Hwy. 1870 and the West boundary line of Tracts 140A, 139, 142, 136, 138, 137, 133, 135, 47, 46A, 46, 59, 154, 62, and 69;

THENCE S 26° 30' 14" W a distance of 599.60 feet along the East boundary line of said FM Hwy. 1870 to a ½" rebar set on Hwy. P. T. Sta. 98+37.6;

THENCE along the East boundary line of said FM Hwy. 1870 on a curve to the left in a Southerly direction, whose Long chord is S 12° 16' 18" W a distance of 1372.68 feet and whose radius is 2804.79 feet with a tangent distance of 707.86 feet and whose central angle for this is 28° 19' 43" an arc distance of 1386.76 feet to a 1/2" rebar set on Hwy. P. C. Sta. 84+35.9;

THENCE S 1° 28' 25" E a distance of 1224.40 feet to a ½" rebar set on Hwy. P. I. Sta. 72+11.5;

THENCE S 1° 54' 40" E a distance of 1886.36 feet to a ½" rebar set on Hwy. P. L. Sta. 53+28;

THENCE S 1° 59' 56" E a distance of 1852.58 feet to a ½" rebar set on Hwy. P. L. Sta. 34+56, being on the South West corner of said Tract 69 and being on the North West corner of Tract 145;

THENCE S 88° 50' 33" W, crossing said F. M. Hwy. 1870, a distance of 120.00 feet to a ½" rebar set on the West boundary line of said FM Hwy. 1870 for a corner, being on the East boundary line of Tract 80;

Along the West boundary line of said FM Hwy. 1870 and along the East boundary line of Tracts 80, 68, 58, 58B, 58A, 44, 41, and Tract 42:

THENCE N 1° 59' 36" W a distance of 1857.64 feet to a ½" rebar set on Hwy. P. L. Sta. 53+28;

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COOPER LAND SURVEYING, INC.

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Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 *Firm # 10016200*

THENCE N 1° 55' 00" W a distance of 1880.65 feet to a ½" rebar set on Hwy. P. I. Sta. 72+11.5;

THENCE N 1° 28' 25" W a distance of 1224.40 feet to a ½" rebar set on Hwy. P. C. Sta. 84+35.9;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the right in a Northeasterly direction, whose Long chord is N 12° 16' 54" E a distance of 1430.69 feet and whose radius is 2924.79 feet with a tangent distance of 737.75 feet and whose central angle for this is 28° 18' 51" an arc distance of 1445.36 feet to a 1/2" rebar set on Hwy. P. T. Sta. 98+37.6;

THENCE N 26° 30' 14" E along the West boundary line of said FM Hwy. 1870 a distance of 599.60 feet to the PLACE OF BEGINNING and Containing 19.217 acre of land.

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John Cooper R.P.L.S. #5226 *Firm # 10016200*

SAVE & EXCEPT
FIELD NOTES FOR 15.590 ACRE TRACT
THE KANSAS CITY SOUTHERN
RAILWAY COMPANY
AREA 171, TRACT 182A
LUMINANT MINING
MARIA J. DE LOS SANTOS SURVEY A-146
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the Maria J. De Los Santos Coy Survey A-146, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all of that certain 15.590 acres located in the current Kansas City Southern railway right of way and being more particularly described as follows;

BEGINNING at a ½" rebar set found on the North boundary line of Louisiana Arkansas Rail Road now owned by The Kansas Southern railway called Tract 182A, being on the South West corner of Tract 167A and the South East corner of Tract 169A;

Along the North right-of-way of the said rail road and the South boundary line of Tracts 167A, 3B, 4, and 8 as follows:

THENCE S 76° 49' 18" E along the North boundary line of said rail road a distance of 3666.62 feet to a ½" rebar set for a corner;

THENCE along the North boundary line of said rail road on a curve to the right in a South Easterly direction, whose Long chord is S 75° 28' 56" E a distance of 346.40 feet and whose radius is 3819.72 feet with a tangent distance of 173.38 feet and whose central angle for this is 5° 11' 52" an arc distance of 346.52 feet to a 1/2" rebar set for a corner;

THENCE S 73° 09' 09" E along the North boundary line of said rail road a distance of 2842.48 feet to a ½" rebar set for a corner, being on the Center of CR 2306;

THENCE S 15° 05' 59" W, crossing said rail road, a distance of 100.00 feet to a ½" rebar set for a Corner, being on the South boundary line of said rail road;

Along the South boundary line of said rail road and the North boundary line of Tracts 31, 28, 26, and 167 as follows;

THENCE N 73° 09' 13" W along the South boundary line of said rail road a distance of 2845.52 feet to a ½" rebar set for a corner;

THENCE along the South boundary line of said rail road on a curve to the left in a North Westerly direction, whose Long chord is N 75° 29' 29" W a distance of 339.97 feet and whose Radius 3719.72 feet with a tangent distance of 170.16 feet and whose central angle for this is 5° 14' 18" an arc distance of 340.08 feet to a 1/2" rebar set for a corner;

THENCE N 76° 49' 56" W along the North boundary line of said rail road a distance of 3518.22 feet to a point in a creek on the Southside of said rail road, a set ½" rebar bears S 1° 31' 26" E a distance of 16.77 feet;

THENCE N 42° 40' 39" W, crossing the said rail road, a distance of 179.35 feet to the PLACE OF BEGINNING and containing 15.590 acre of land.

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3914 Texas Hwy. 11 West, P.O. Box 367, Sulphur Springs, Tx 75482
Telephone: (903) 439-1218, Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 *Firm # 10016200*

SAVE & EXCEPT
AREA 171, TRACT 140A
FIELD NOTES FOR 1.115 ACRE TRACT
JEFFREY WILLIAMS
LUMINANT MINING COMPANY
DANIEL McDONALD SURVEY A-607
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the Daniel McDonald Survey A-607, located about 6.46 miles S 59° E from the City of Sulphur Springs, Hopkins County, Texas, being all of that certain 1.12 acres, Tract 61A, as described in a deed from Luminant Mining Company to Jeffrey Williams, dated March 27, 2017, recorded in Doc. # 2017-1632, Official Public Records of Hopkins County, Texas and being more particularly described as follows;

BEGINNING at a 60d nail set on the North West corner said Tract 61A of said 1.12 acre tract, being on the East boundary line of Tract 60, and being on the center of CR 2319, a found ½" rebar marked with a "Beasley" cap bears N 89° 20' 16" a distance of 20.62 feet and it bears S 1° 38' 21" E a distance of 907.90 feet from the North corner of Tract 61;

THENCE N 89° 20' 16" E a distance of 195.20 feet to a ½" rebar found on the North East corner of said 1.12 acre tract ;

THENCE S 0° 40' 45" E a distance of 249.34 feet to a ½" rebar marked with a "Beasley" cap found on the South East corner of said 1.12 acre tract;

THENCE S 89° 20' 16" W a distance of 194.24 feet to a 60d nail set on the South West corner of said 1.12 acre tract, being on the center of said CR 2319, a found ½" rebar bears N 89° 20' 16" E a distance of 19.66 feet;

THENCE N 0° 53' 58" W along the West boundary line of said 1.12 acre tract and the center of said CR 2319 a distance of 249.34 feet to the PLACE OF BEGINNING and containing 1.115 acre of land.

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John Cooper R.P.L.S. #5226 Firm # 10016200

SAVE & EXCEPT
AREA 171, TRACT 140A
LUMINANT MINING COMPANY
FIELD NOTES FOR 0.237 ACRES
L. H McCORKLE SURVEY A-675
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the L. H. McCorkle Survey A-675, located about 5.53 miles S 63° E from the City of Sulphur Springs, Hopkins County, Texas, being the remainder of that certain 2.00 acres, Tract 140A, as described in a deed from K. E Ross and wife Lillie N. Ross to Phillip Ross et ux Glenda Ross, dated May 19, 1978, recorded in Vol. 389, page 441, Deed Records of Hopkins County, Texas and being more particularly described as follows;

BEGINNING at a ½" rebar set on the North West corner said 2 acre tract, Tract 140A, for a corner, being on the intersection of the East boundary line of F. M. Hwy. 1870 with the South boundary line of the old Louisiana Arkansas Rail Road now owned by Kansa City Southern Railway, and being on the North boundary line of CR 2319,

THENCE S 26° 30' 14" W along the East boundary line of said FM Hwy. 1870, and the North boundary line of said 2.00 acre tract a distance of 351.55 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 139;

THENCE S 64° 44' 38" E along the North boundary line of said Tract 139 a distance of 36.33 feet to a "PK" nail set in concrete by a pipe corner fence post, being on the South West corner of said Tract 140;

THENCE N 24° 15' 26" E along the North boundary line of said Tract 140 a distance of 351.03 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 40, being on the South boundary line of said rail road, and being on the North boundary line of said CR 2319;

THENCE N 63° 31' 14" W along the North boundary line of said 2.00 acre tract, the North boundary line of said CR 2319, and the South boundary line of said rail road a distance of 22.56 feet to the PLACE OF BEGINNING and containing 0.237 acre of land.

TOTAL SURVEYED ACERAGE is 4894.172 acres for Annexation Less 15.590 acres, 19.217 acres, 1.115 acres, & 0.237 acres Leaving a net acreage of 4858.013 acres.

NOTE: All set ½" rebars are marked with "COOPER LAND SURVEY" caps.

NOTE: Bearings based on the NAD 27 GPS observations.

I, John Cooper, Registered Professional Land Surveyor in the State of Texas certify that this description was prepared from a survey on the ground under my supervision. (plat attached)

DATED: February 15, 2019 SIGNED: John Cooper

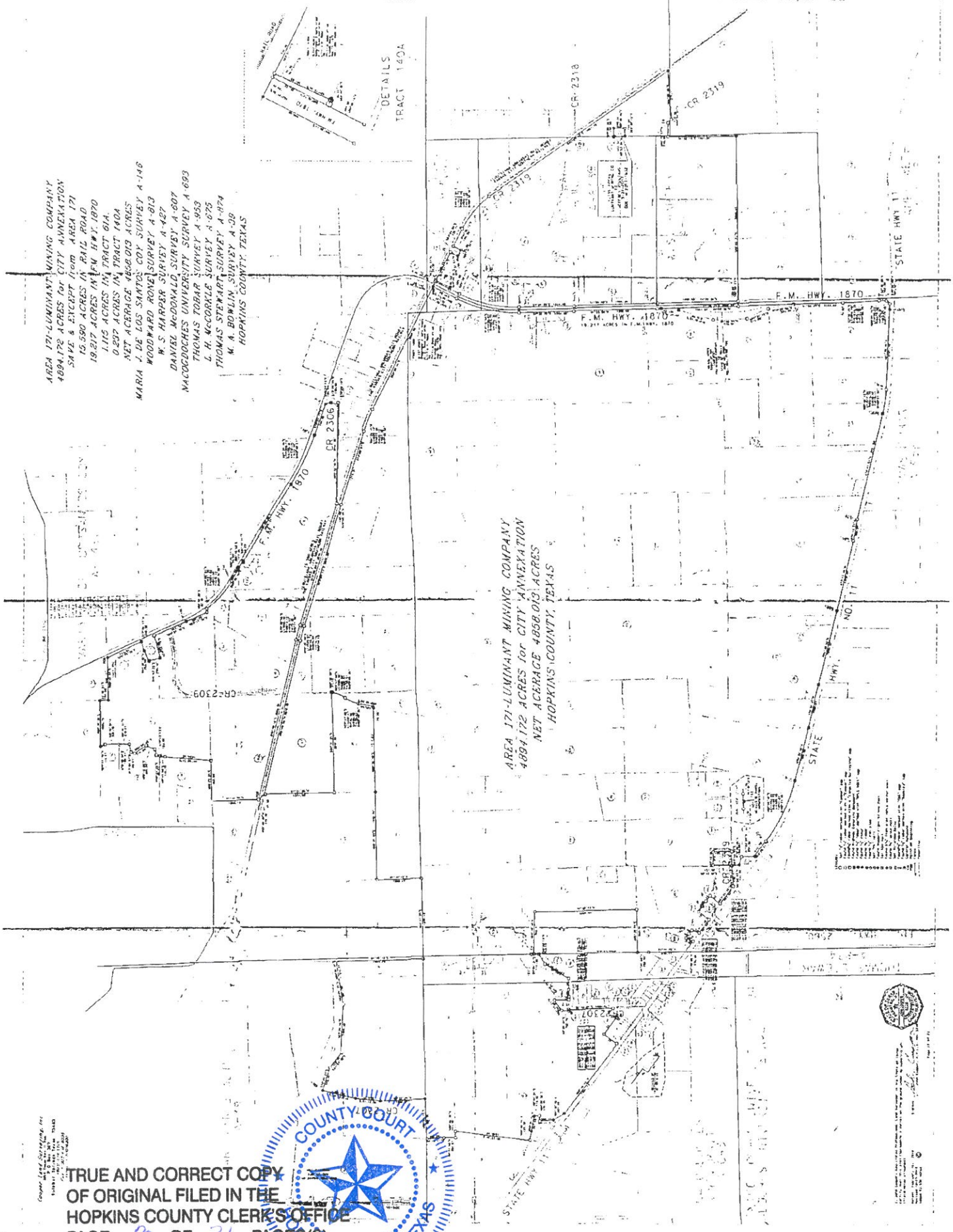
John Cooper, R.P.L.S. No. 5226

Revised 10-23-2019
Added 83.539 acres

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COUNTY COURT
HOPKINS COUNTY, TEXAS

YEAR INST #
2019 5965 PAGE 31 OF 31

FILED AND RECORDED ON

NOV 26, 2019 AT 10:09A

AS A(N) OF RECORD

CLERK NUMBER 20195965 PAGES 31

AMOUNT: 142.00

RECEIPT NUMBER 19016146

BY MHERNANDEZ

STATE OF TEXAS HOPKINS COUNTY, TEX
I hereby certify that this instrument was filed in file number sequence on the date and time stamped hereon by me and was duly recorded in the named records of Hopkins County, Texas.

TRACY SMITH, COUNTY CLERK
HOPKINS COUNTY, TEXAS

DLT

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COUNTY COURT
HOPKINS COUNTY, TEXAS

I hereby certify that this is a true and correct copy of the Original filed in the Hopkins County Clerk's Office of Hopkins County, Texas containing 31 page(s). Attest Dec 16 2019.
TRACY SMITH, County Clerk
Hopkins County, Texas
By Leslie Cannon, Deputy.
Leslie Cannon

EXHIBIT D

ORDINANCE 2763

ORDINANCE ANNEXING TERRITORY FOR CITY OWNED PROPERTY FORMERLY REFERRED TO AS THE LUMINANT OR THERMO MINE PROPERTIES.

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF SULPHUR SPRINGS, HOPKINS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, Section 43 of the Texas Local Government Code and/or Charter of the City of Sulphur Springs, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Sulphur Springs, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit and as further described in Exhibit A-1:

ANNEXATION OF 4857.591 ACRES
AREA 171-LUMINANT MINING COMPANY
FIELD NOTES FOR 4892.398 ACRES
FOR CITY OF SULPHUR SPRINGS ANNEXATION
SAVE & EXCEPT 15.590 ACRES IN THE RAIL ROAD
SAVE & EXCEPT 19. 217 ACRES IN FM HWY. 1870 RIGHT-OF-WAY
NET ACERAGE 4857.591 ACRES
MARIA J. DE LOS SANTOS SURVEY A-146
WOODWARD RONE SURVEY A-813
W. S. HARPER A-427
DANIEL McDONALD A-607
NACOGDOCHES UNIVERSITY SURVEY A-693
THOMAS TOBAR SURVEY A-953
L. H. McCORKLE SURVEY A-675
THOMAS STEWART SURVEY A-874
M. A. BOWLIN SURVEY A-39
HOPKINS COUNTY, TEXAS

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR SPRINGS, TEXAS:

SECTION 1. Annexation

1. That the heretofore described property is hereby annexed to the City of Sulphur Springs, Hopkins County, Texas, and that the boundary limits of the City of Sulphur Springs be and the same are hereby extended to include the above described territory within the city limits of the City of Sulphur Springs, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of Sulphur Springs and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A map for the area (Exhibit A), legal description (Exhibit A-1) and municipal service plan (Exhibit B) is hereby adopted and attached.

The City Secretary is hereby directed to file with the County Clerk of Hopkins, Texas, a certified copy of this ordinance.

SECTION 2. All ordinances and parts of ordinances inconsistent with or in conflict with the provisions of this Ordinance shall be and the same are hereby expressly repealed.

SECTION 3. If any section, subsection, word, sentence, or phrase of this ordinance is declared to be invalid it shall not effect the validity of this ordinance.

PASSED AND APPROVED on its **FIRST READING** at a regular meeting of the City Council of the City of Sulphur Springs, Texas on this the 4th day of February, 2020.

PASSED AND APPROVED on its **SECOND READING** at a regular meeting of the City Council of the City of Sulphur Springs, Texas on this the 3rd day of March, 2020.

ATTEST:

Gale Roberts, City Secretary

CITY OF SULPHUR SPRINGS, TEXAS:

John A. Sellers, Mayor

(seal)

I, Gale Roberts, City Secretary of the City of Sulphur Springs, Texas, do hereby certify that the above is a true and correct copy of an Ordinance, and that the same has not been repealed and is in full force and effect.

Gale Roberts, City Secretary

(seal)

EXHIBIT A

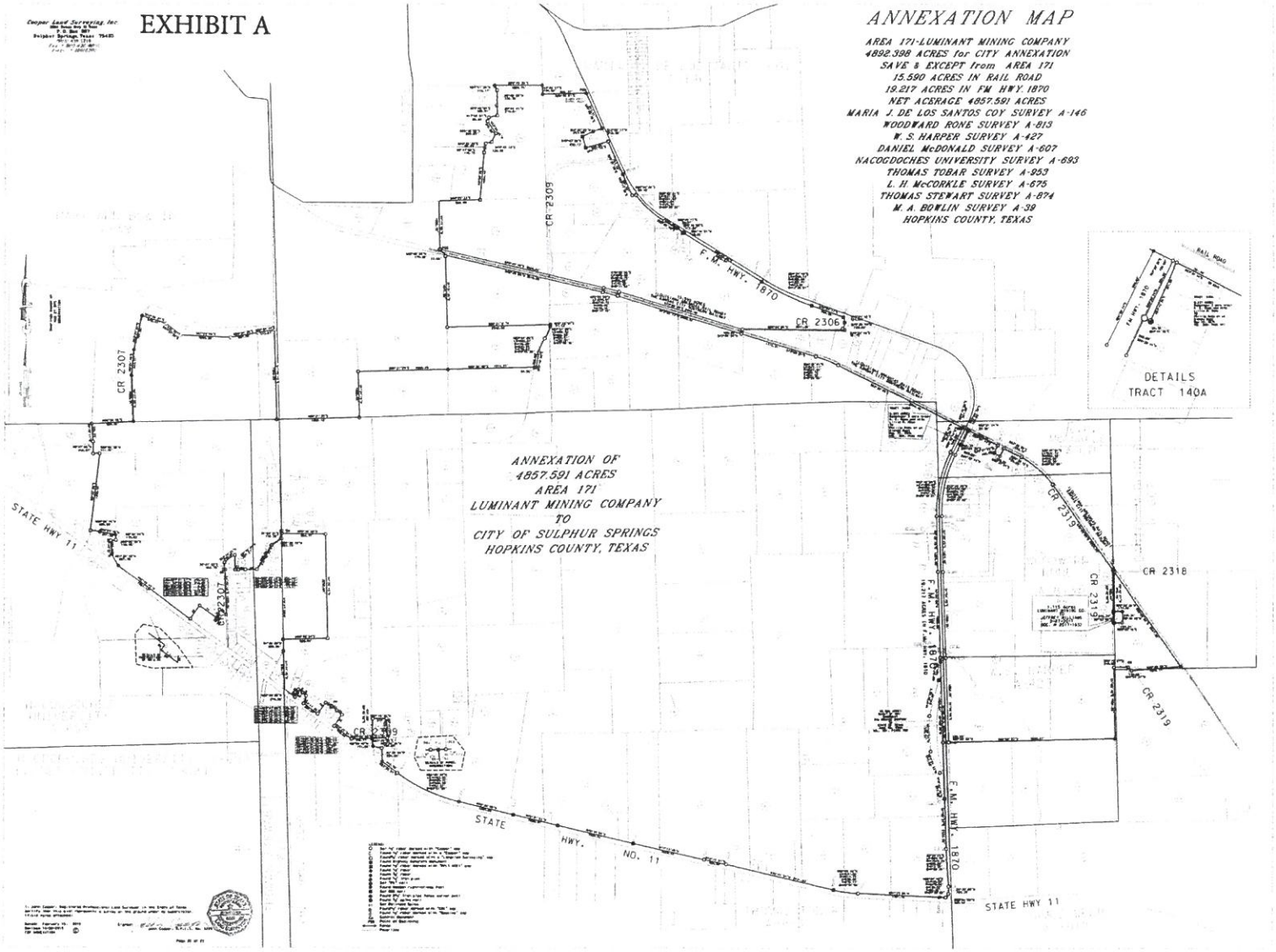

ANNEXATION MAP
AREA 171-LUMINANT MINING COMPANY
4892.398 ACRES for CITY ANNEXATION
SAVE & EXCEPT from AREA 171
15.590 ACRES IN RAIL ROAD
19.217 ACRES IN FM HWY. 1870
NET ACERAGE 4857.591 ACRES
MARIA J. DE LOS SANTOS COY SURVEY A-146
WOODWARD RONE SURVEY A-813
W. S. HARPER SURVEY A-427
DANIEL McDONALD SURVEY A-607
NACOGDOCHES UNIVERSITY SURVEY A-693
THOMAS TOBAR SURVEY A-953
L. H. McCORKLE SURVEY A-675
THOMAS STEWART SURVEY A-874
M. A. BOWLIN SURVEY A-39
HOPKINS COUNTY, TEXAS
DETAILS
TRACT 140A
ANNEXATION OF
4857.591 ACRES
AREA 171
LUMINANT MINING COMPANY
TO
CITY OF SULPHUR SPRINGS
HOPKINS COUNTY, TEXAS
CR 2309
F.M. HWY. 1870
CR 2306
CR 2307
STATE HWY 11
CR 2319
CR 2318
CR 2319
CR 2309
STATE HWY. NO. 11
F.M. HWY. 1870
STATE HWY 11

EXHIBIT A-1

COOPER LAND SURVEYING, INC.
3914 Texas Hwy. 11 West, P.O. Box 367, Sulphur Springs, Tx 75482
Telephone: (903) 439-1218. Telefax: (903) 438-9035

John Cooper R.P.L.S. #5226 Firm # 10016200

ANNEXATION OF 4857.591 ACRES

AREA 171-LUMINANT MINING COMPANY
FIELD NOTES FOR 4892.398 ACRES
FOR CITY OF SULPHUR SPRINGS ANNEXATION
SAVE & EXCEPT 15.590 ACRES IN THE Rail Road
SAVE & EXCEPT 19.217 ACRES IN FM Hwy. 1870 right–of-way
NET ACERAGE 4857.591 ACRES
MARIA J. DE LOS SANTOS SURVEY A-146
WOODWARD RONE SURVEY A-813
W. S. HARPER A-427
DANIEL McDONALD A-607
NACOGDOCHES UNIVERSITY SURVEY A-693
THOMAS TOBAR SURVEY A-953
L. H. McCORKLE SURVEY A-675
THOMAS STEWART SURVEY A-874
M. A. BOWLIN SURVEY A-39
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the Maria J. De Los Santos Coy Survey A-146, The Woodward Rone Survey A-813, The W. S. Harper Survey A-427, The Daniel McDonald Survey A-607, The Nacogdoches University Survey A-693, The Thomas Tobar Survey A-953, the L. H. McCorkle Survey A-675, The Thomas Stewart Survey A-874, and the M. A. Bowlin Survey A-39, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all or part of the deeds listed in this chart of all the property that was used in the retracement of the Survey of this property, the description refers to the tracts described in the listed documents, that is Vesting Deeds and Adjoining Deeds by Tract Number or other tabulated data;

VESTING DEEDS

TRACT	GRANTOR	GRANTEE	DEED DATE	COUNTY	ST	VOL	PAGE	ACRES	SURVEY	ABST.
0001	JAY EVAN LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	725	01	31.5200	MARIA J DE LOS SANTOS COY	146
0001 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	50.1400	MARIA J DE LOS SANTOS COY	146
0003	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	23.8600	MARIA J DE LOS SANTOS COY	146
0003 A	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	9.9600	MARIA J DE LOS SANTOS COY	146
0003 B	JON WAYNE LANDERS AND AMY RENEE LANDERS	LUMINANT MINING COMPANY LLC	1/15/2010	HOPKINS	TX	724	918	11.2400	MARIA J DE LOS SANTOS COY	146
0004	LOUIS S. FERGUSON, ET AL	LUMINANT MINING COMPANY LLC	8/25/1981	HOPKINS	TX	417	535	48.6090	MARIA J DE LOS SANTOS COY	146
0004 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.8700	MARIA J DO LOS SANTOS COY	146
0007 A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	1.6150	MARIA J DE LOS SANTOS COY	146
0008	PEGGY RAMEY	TEXAS UTILITIES GENERATING CO.	4/9/1980	HOPKINS	TX	403	533	100.00	MARIA J DE LOS SANTOS COY	146
0012	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.2600	MARIA J DE LOS SANTOS COY	146
0012 A	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.6000	MARIA J DE LOS SANTOS COY	146
0012 B	TOMMY AND RHONDA PHILLIPS	LUMINANT MINING COMPANY LLC	2/8/2010	HOPKINS	TX	726	888	0.6050	MARIA J DE LOS SANTOS COY	146
0012 C	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.4220	MARIA J DE LOS SANTOS COY	146
0026	INA MELTON POWELL, ET AL	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	420	13.2100	MARIA J DE LOS SANTOS COY	146
0026	IRA MELTON	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	423	same	MARIA J DE LOS SANTOS COY	146
0027	DANIEL W. EDGE AND WIFE, EDDIE JO EDGE	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	46.4100	MARIA J DE LOS SANTOS COY	146
0028	JOHN M. MORGAN, ET UX, LELA E. MORGAN	L. D. CROSS, TRUSTEE	4/14/1975	HOPKINS	TX	362	573	57.0000	MARIA J DE LOS SANTOS COY	146
0029	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	20.000	MARIA J DE LOS SANTOS COY	146
0029 A	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	26.0300	MARIA J DE LOS SANTOS COY	146
0029 B	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	84.1740	MARIA J DE LOS SANTOS COY	146
0029 C	DANIEL W. EDGE, ET UX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	14.3460	MARIA J DE LOS SANTOS COY	146
0030	SAMMY L. TATUM, ET UX, LINDA K. TATUM	TEXAS UTILITIES GENERATING CO.	6/17/1983	HOPKINS	TX	430	617	13.5300	THOMAS TOBAR	953
0031	SULPHUR SPRINGS BRICK COMPANY	L. D. CROSS, TRUSTEE	12/22/1976	HOPKINS	TX	375	394	28.9600	MARIA J DE LOS SANTOS COY	146
0032	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	75.2200	MARIA J DE LOS SANTOS COY	146
0033	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	46.3500	MARIA J DE LOS SANTOS COY	146
0034	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	557	167.18	THOMAS TOBAR	953
0036	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR	953
0037	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR	953
0038	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	49.7100	THOMAS TOBAR	953
0039	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	50.2300	THOMAS TOBAR	953
0040	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	51.0000	THOMAS TOBAR	953
0041	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	4.2400	LOGAN H. McCORKLE	675

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0042	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	34.4500	THOMAS TOBAR	953
0044	EARL DEAN OLIVER, TRUSTEE part of 392.127 acres	L. D. CROSS, TRUSTEE	2/9/1973	HOPKINS	TX	349	547	82.2700	THOMAS TOBAR	953
0045	K. E. ROSS	L. D. CROSS, TRUSTEE	1/24/1979	HOPKINS	TX	394	60	20.4370	LOGAN H. McCORKLE	675
0046	DAISY I. TARRANT, ET AL	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	317	39.1600	WOODWARD RONE	813
0046 A	DOUGLAS TARRANT ET UX, DEBRA TARRANT	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	321	3.0000	WOODWARD RONE	813
0047	NEVILLE W. TANTON AND WIFE, NELL TERRELL TANTON	TXU MINING COMPANY LP	1/2/2004	HOPKINS	TX	467	108	35.0300	WOODWARD RONE	813
0048	JOHN MARK MCAFEE & WIFE, LORI MCAFEE	TXU MINING COMPANY LP	1/10/2006	HOPKINS	TX	559	249	9.7200	WOODWARD RONE	813
0048 A	MIGUEL A. TREJO AND WIFE, DONNA F. TREJO	TXU MINING COMPANY LP	9/29/2005	HOPKINS	TX	546	912	1.0800	LOGAN H. McCORKLE	675
0048 B	RICHARD DARLIN	TXU MINING COMPANY LP	6/21/2004	HOPKINS	TX	489	409	2.5000	LOGAN H. McCORKLE	675
0049	BILLY O. RAY	TXU MINING COMPANY LP	11/2/2005	HOPKINS	TX	551	609	35.1200	WOODWARD RONE	813
0050	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/8/1975	HOPKINS	TX	362	440	57.4500	THOMAS TOBAR	953
0050 A	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/8/1975	HOPKINS	TX	362	440	55.9120	THOMAS TOBAR	953
0052	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/22/1973	HOPKINS	TX	349	559	77.4200	THOMAS TOBAR	953
0053	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	5/22/1973	HOPKINS	TX	349	544	139.4600	THOMAS TOBAR	953
0054	LOUIE V. WOODALL, ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/26/1978	HOPKINS	TX	408	594	71.9400	THOMAS TOBAR	953
0056	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR	953
0056 A	EARL DEAN OLIVER, TRUSTEE part of 180.53 acres	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR	953
0057	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	2/26/1973	HOPKINS	TX	349	561	168.7500	THOMAS TOBAR	953
0058	MINNIE LOU LEFAN ET AL	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	552	114.290	THOMAS TOBAR	953
0058 A	GARY DUNAVENT, ET UX, SANDRA	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	649	1.0600	THOMAS TOBAR	953
0058 B	MICHAEL W. WEBB, ET UX, SANDRA	TEXAS UTILITIES GENERATING CO.	4/10/1979	HOPKINS	TX	394	556	1.9200	THOMAS TOBAR	953
0059	DARRELL WAYNE HARRIS, ET UX, CONNIE	TXU MINING COMPANY LP	4/20/2005	HOPKINS	TX	526	861	60.7260	W. S. HARPER	427
0060	PATRICIA ANN HARRIS GUNN	TXU MINING COMPANY LP	4/17/2006	HOPKINS	TX	572	72	61.8120	WOODWARD RONE	813
0061	JAMES CURTIS HARRIS AND ANN HARRIS	TXU MINING COMPANY LP	4/27/2006	HOPKINS	TX	573	663	60.6540	DANIEL MCDONALD	607
0062	BETTY JEAN HARRIS MEAD	TXU MINING COMPANY LP	10/25/2005	HOPKINS	TX	550	250	59.4200	W. S. HARPER	427
0063 A	AMY JOY WILER	TXU MINING COMPANY LP	4/5/2006	HOPKINS	TX	570	460	3.0050	WOODWARD RONE	813
0064	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/11/1973	HOPKINS	TX	349	550	89.5300	THOMAS TOBAR	953
0066	TALMADGE STONE, ET UX, RUBY STONE	L. D. CROSS, TRUSTEE	8/28/1975	HOPKINS	TX	365	685	54.5600	THOMAS TOBAR	953
0067	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	20.7760	THOMAS TOBAR	953
0068	BILLY JACK ALLEN, ET AL	TXU MINING COMPANY LP	4/27/2005	HOPKINS	TX	527	709	47.2000	THOMAS TOBAR	953
0069	BILLY JACK ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	210	45.1900	W. S. HARPER	427
0069	BOBBY JOE ALLEN ESTATE BY BOBBY R. ALLEN IND EXEC	LUMINANT MINING COMPANY LLC	12/29/2008	HOPKINS	TX	688	225	same acre	W. S. HARPER	427
0069	BUDDY RAY ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	215	same acre	W. S. HARPER	427
0069	A. N. GENE ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	HOPKINS	TX	688	220	same acre	W. S. HARPER	427
0070	GINGER ELLEN HARRIS MCCREIGHT	TXU MINING COMPANY LP	8/24/2006	HOPKINS	TX	590	688	62.3010	W. S. HARPER	427
TRACT	**GRANTOR**	**GRANTEE**	**REC DATE**	**COUNTY**	**ST**	**VOL**	**PAGE**	**ACRES**	**SURVEY**	**ABS**
0071	DAVID L. JACKSON, ET AL Tract 1	TEXAS UTILITIES GENERATING CO.	1/9/1981	HOPKINS	TX	410	317	76.9000	THOMAS TOBAR	953
0071 A	DAVID L. JACKSON, ET AL Tract 2	TEXAS UTILITIES GENERATING CO.	1/9/1981	HOPKINS	TX	410	317	1.6000	THOMAS TOBAR	953
0072	LARRY D. DEATON, ET UX, JUDITH	L. D. CROSS, TRUSTEE	7/17/1978	HOPKINS	TX	391	516	103.720	THOMAS TOBAR	953
0073	BOBBY PRICE, ET UX, BETTY PRICE Tract 1	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	87.9390	THOMAS TOBAR	953
0073 A	BOBBY PRICE, ET UX, BETTY PRICE Tract 2	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	3.1420	THOMAS TOBAR	953
0073 B	BOBBY PRICE, ET UX, BETTY PRICE Tract 3	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	0.8890	THOMAS TOBAR	953
0075	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	6/1/1973	HOPKINS	TX	349	552	127.136	THOMAS TOBAR	953
0076	AMY MYRTLE DEATON, ET AL	TEXAS UTILITIES MINING COMPANY	9/1/1987	HOPKINS	TX	45	214	79.7000	THOMAS TOBAR	953
0076 A	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	0.9600	THOMAS TOBAR	953
0076 B	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	1.0000	THOMAS TOBAR	953
0076 C	BILLY WAYNE DEATON, ET UX, GRETA SUE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	229	2.9000	THOMAS TOBAR	953
0078	EARL DEAN OLIVER, TRUSTEE	L. D. CROSS, TRUSTEE	1/2/1974	HOPKINS	TX	353	168	44.761	THOMAS TOBAR	953
0079 A	HENRY W. STONE, ET UX, VERNA STONE	L. D. CROSS, TRUSTEE	8/28/1975	HOPKINS	TX	365	682	1.0120	THOMAS TOBAR	953
0080	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	39.0480	THOMAS TOBAR	953
0082	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	32.8750	THOMAS TOBAR	953
0084	DELILAH GILLISPIE WILLINGHAM, ET AL	TEXAS UTILITIES MINING COMPANY	5/27 /1988	HOPKINS	TX	60	310	38.3220	THOMAS TOBAR	953
0084 A	ALLENE LEWIS	L. D. CROSS, TRUSTEE	7/25/1975	HOPKINS	TX	379	81	31.2400	THOMAS TOBAR	953
0085	EARL DEAN OLIVER, TRUSTEE part of 142.309 acres	L. D. CROSS, TRUSTEE	6/12/1973	HOPKINS	TX	349	554	49.2270	THOMAN TOBAR	953
0087	GERALD E. THOMAS, ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	62.2000	NACOGDOCHES UNIVERSITY	693
0088	FRANK WRIGHT	TXU MINING COMPANY LP	2/8/2007	HOPKINS	TX	609	338	40.1100	NACOGDOCHES UNIVERSITY	693
0089	GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	39.6100	NACOGDOCHES UNIVERSITY	693
0090	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	29.4900	NACOGDOCHES UNIVERSITY	693
0090 B	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.0600	NACOGDOCHES UNIVERSITY	693
0090 C	ELMER ELSWORTH BROOKS AND WIFE, LILLE MAY BROOKS	TXU MINING COMPANY LP	11/24/2004	HOPKINS	TX	509	466	1.0200	Thomas Stewart	874
0091	DANIEL B. HICKS ET UX, GAIL HICKS	FIRST SECURITY BANK, N.A.	10/7/1999	HOPKINS	TX	313	766	50.8500	THOMAS TOBAR	953
0091 A	SARAH JO HIDY	TXU MINING COMPANY LP	2/14/2003	HOPKINS	TX	427	685	2.0170	THOMAS TOBAR	953
0091 B	JOE DAN COLEMAN ET UX, BARBARA	FIRST SECURITY BANK, N.A.(trustee)	3/22/1999	HOPKINS	TX	297	735	0.7400	THOMAS TOBAR	953
0091 C	C. DON HICKS, DANIEL B. HICKS, TRAVIS B. HICKS	TXU MINING COMPANY, LP	9/16/2002	HOPKINS	TX	410	314	0.6020	THOMAS TOBAR	953
0092	GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	15.1900	NACOGDOCHES UNIVERSITY	693
0093	GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	24.8300	NACOGDOCHES UNIVERSITY	693
0094	DAVID W. MILLER AND WIFE, ROSIE MILLER	TXU MINING COMPANY LP	10/3/2005	HOPKINS	TX	547	207	70.2300	NACOGDOCHES UNIVERSITY	693

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0097	C. DON HICKS AND WIFE, SHERRON L. HICKS	FIRST SECURITY BANK, N.A. (trustee)	12/10/1999	HOPKINS	TX	319	170	50.8500	THOMAS TOBAR	953
0097 A	C. DON HICKS AND WIFE, SHERRON L. HICKS	FIRST SECURITY BANK, N.A. (trustee)	12/10/1999	HOPKINS	TX	319	170	5.5370	THOMAS TOBAR	953
0098	OLA WORSHAM REVOCABLE LIVING TRUST	LUMINANT MINING COMPANY LLC	1/20/2011	HOPKINS	TX	759	385	23.3300	THOMAS TOBAR	953
0098 A	VICKIE LYNN BURGSTAHLER ET AL	FIRST SECURITY BANK, N.A.(trustee)	1/8/2000	HOPKINS	TX	321	707	49.1000	THOMAS TOBAR	953
0098 D	JOHN CHARLES WORSHAM	LUMINANT MINING COMPANY LLC	12/2/2010	HOPKINS	TX	759	380	2.0600	THOMAS TOBAR	953
0099	TRAVIS B. HICKS ET UX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	55.5250	THOMAS TOBAR	953
0100	JOE A. WORSHAM	FIRST SECURITY BANK, N. A.	9/15/99	HOPKINS	TX	312	38	54.96	THOMAS TOBAR	953
100 B	MICHAEL G. SMITH ET UX ALISHA	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	464	0.500	THOMAS TOBAR	953
0101	TRAVIS B. HICKS	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	43.3300	THOMAS TOBAR	953
0101 A	ELLIS C. MORGAN	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	445	5.3190	THOMAS TOBAR	953
0101 B	TRAVIS B. HICKS ET UX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	7.2620	THOMAS TOBAR	953
0101 C	DANIEL B. HICKS ET UX, GAIL HICKS	FIRST SECURITY BANK, N.A.	10/7/1999	HOPKINS	TX	313	766	1.6600	THOMAS TOBAR	953
0123	C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	33.1200	THOMAS STEWART	874
0123 B	C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.8600	THOMAS STEWART	874
0123 C	DAVID KELLY	TXU MINING COMPANY LP	12/21/2004	HOPKINS	TX	512	298	1.0100	THOMAS STEWART	874
0123 D	C. DON HICKS,	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	6.0500	THOMAS STEWART	874
0126	LOUIE V. WOODALL ET UX, MAROLYN C. part of 201.88 acres	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	11.4700	THOMAS TOBAR	953
0126 A	LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	17.5290	THOMAS TOBAR	953
0126 B	LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	117.400	THOMAS TOBAR	953
0127	LOUIE V. WOODALL ET UX, MAROLYN C.	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	440	77.047	THOMAS TOBAR	953
0131	MERIDA B. ELLIOTT ET UX, PATSY	L. D. CROSS, TRUSTEE	5/8/1978	HOPKINS	TX	387	224	13.7840	THOMAS TOBAR	953
0132	HOLMES A. WALLS ET UX, AUDREY E.	L. D. CROSS, TRUSTEE	8/2/1978	HOPKINS	TX	389	300	13.190	THOMAS TOBAR	953
0133	BILLY WRIGHT AND ADRIENE WRIGHT	TXU MINING COMPANY, LP	8/18/2004	HOPKINS	TX	496	788	2.9400	WOODWARD RONE	813
0134	M. W. MORGAN ET UX	TEXAS POWER & LIGHT COMPANY	11/28/1972	HOPKINS	TX	346	165	5.7540	THOMAS TOBAR	953
0135	DAVID RAY TALLEY ETUX, MARY ELIZABETH TALLEY, JASON TULLY	TXU MINING COMPANY LP	9/13/2004	HOPKINS	TX	500	263	5.2950	WOODWARD RONE	813
0136	CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	5.0340	WOODWARD RONE	813
0137	CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	1.4670	WOODWARD RONE	813
0138	CHARLES MITCHELL ET UX, JANICE RUTH MITCHELL	TXU MINING COMPANY LP	10/28/2004	HOPKINS	TX	515	137	1.5000	WOODWARD RONE	813
0139	TOMMY BRANDENBURGH ET UX, MARY	TXU MINING COMPANY LP	10/21/2004	HOPKINS	TX	505	92	2.0600	LOGAN H. McCORKLE	675
0140	DANIEL WRIGLEY AND RACHEL WRIGLEY	TXU MINING COMPANY LP	9/2/2004	HOPKINS	TX	498	803	2.1100	LOGAN H. McCORKLE	675
0141	GARY MASSEY	TXU MINING COMPANY LP	12/10/2004	HOPKINS	TX	511	746	0.8730	LOGAN H. McCORKLE	675
0142	PHILLIP DON ROSS ET UX, GLENDA GAIL ROSS	TXU MINING COMPANY LP	11/29/2004	HOPKINS	TX	509	481	2.0600	LOGAN H. McCORKLE	675
0154	DARRELL WAYNE HARRIS ET UX, CONNIE	TXU MINING COMPANY LP	4/20/2005	HOPKINS	TX	526	861	1.0000	WOODWARD RONE	813
0161	RIIKINA LANGFORD ET VIR, JASON LANGFORD	TXU MINING COMPANY LP	11/18/2002	HOPKINS	TX	417	927	52.1530	THOMAS TOBAR	953
0162	TXU MINING COMPANY	BLC CORPORATION	12/6/2001	HOPKINS	TX	380	667	4.7720	THOMAS TOBAR	953
0166	DANIEL W. EDGE ET UX EDDIE JO EDGE part of 190.96 acres	L. D. CROSS, Trustee	4/17/1975	HOPKINS	TX	362	288	44.300	MARIA J DE LOS SANTOS COY	146
0167	ROGER RIDNER ET UX KIM RIDNER	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	65.810	MARIA J DE LOS SANTOS COY	146
0167 A	ROGER RIDNER ET UX KIM RIDNER	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	73.090	MARIA J DE LOS SANTOS COY	146
0170	R. L. WRIGHT	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	783	123.73	M. A. BOWLIN	39
0170 B	CHARLES BUCK FLEET	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	788	16.44	M. A. BOWLIN	39
0174	LUMINANT MINING COMPANY LLC	LUMINANT GENERATION CO. LLC	11/28/2011	HOPKINS	TX	788	47	68.340	MARIA J DE LOS SANTOS COY	146

ADJOINING DEEDS

TRACT ABST	GRANTOR	GRANTEE	REC DATE	COUNTY	ST	VOL	PAGE	ACRES	SURVEY	
0001 AA	RHEA ANN BOERHOF	HANS BOERHOF	6/20/2007	HOPKINS	TX	625	767	32.91	MARIA J DE LOS SANTOS COY	146
0001 1	LUMINANT MINING COMPANY LLC	BRIAN PHILLIPS & CHRISTIE PHILLIPS	6/19/2017	HOPKINS	TX	2017	3208	3.254	MARIA J DE LOS SANTOS COY	146
0013	CASEY ROSS ET AL Tract 1	SUNBELT CUSTOM MINERAL LLC	3/3/2006	HOPKINS	TX	579	734	7.62	MARIA J DE LOS SANTOS COY	146
0017 A1	CASEY ROSS ET AL Tract 2	SUNBELT CUSTOM MINERAL LLC	3/3/2006	HOPKINS	TX	579	734	6.00	MARIA J DE LOS SANTOS COY	146
0017 A	SHERRI McMAHAN	JAMES B. PACE ET UX KIMBERLY	10/31/2001	HOPKINS	TX	376	826	5.125	MARIA J DE LOS SANTOS COY	146
0017 E	JANICE A. STEWARD	REGAN M. PALMER	10/19/2017	HOPKINS	TX	2017	5639	5.957	MARIA J DE LOS SANTOS COY	146
0029 D	GEORGE L. LEONARD part of 84.174 acres(Tr-10)	SCOTT M. ANDREWS	4/29/2009	HOPKINS	TX	701	535	43.044	MARIA J DE LOS SANTOS COY	146
0061 A	LUMINANT MINING COMPANY LLC	JEFFREY WILLIAMS	3/27/2017	HOPKINS	TX	2017	1632	1.12	DANIEL McDONALD	607
086	DOROTHY HINTON Tract 1	WAYNE HINTON TRUST	12/28/1995	HOPKINS	TX	216	594	50.00	NACOGDOCHES UNIVERSITY	693
086 B	DAIRY COUNTRY VEYERINARY SERVICES	JOHN HENRY HAYES ETAL	9/3/1992	HOPKINS	TX	140	398	2.00	NACOGDOCHES UNIVERSITY	693
0090 A	GEORGE W. HICKS ET UX DERA HICKS	TEXAS POWER & LIGHT CO.	4/10/1967	HOPKINS	TX	306	524	1.141	NACOGDOCHES UNIVERSITY	693
0094 A	ROBERT W. GOODMAN	PHIL GAMBLIN ET UX NORMA GAMBLIN	11/12/2015	HOPKINS	TX	2015	5741	1.25	NACOGDOCHES UNIVERSITY	693
0094 B	MELINDA SUE STOKES ET AL Tract 3	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	3	NACOGDOCHES UNIVERSITY	693
0094 C	MELINDA SUE STOKES ET AL Tract 2	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	2	NACOGDOCHES UNIVERSITY	693
0094 D	MELINDA SUE STOKES ET AL Tract 4	JON SCOTT MORGAN	9/25/2000	HOPKINS	TX	342	444	3	NACOGDOCHES UNIVERSITY	693
0094 E	JOHN CHRISTOPHER CAROTHERS	CLINTON BUCKLEY ET UX LINDA BUCKLEY	10/9/1996	HOPKINS	TX	234	444	1	NACOGDOCHES UNIVERSITY	693
0095	JACKIE J. GIBSON ET UX PATSY	FIRST SECURITY BANK, N.A.	5/11/199	HOPKINS	TX	301	776	45.17	THOMAS STEWART	874
0095 A	JOHN & KITTY GOLDSMITH Tract 2	BRANDON E. HOPPER	1/26/2006	HOPKINS	TX	561	546	0.9968	NACOGDOCHES UNIVERSITY	693
0095 B	RICKY DEAN ORR Tract 1 & 2	KAY ORR	7/26/1985	HOPKINS	TX	449	690	1.48 & 1.17	NACOGDOCHES UNIVERSITY	693

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0095 C	J. P. SMITH	JIMMY & ROSEMARY SPRINGER	6/25/2003	HOPKINS	TX	443	696	2.31	NACOGDOCHES UNIVERSITY	693
0095 D	KATHY RUDD & RICKY ORR	KRYSTEN HOLDER & JOSHUA THOMAS	8/14/2015	HOPKINS	TX	936	841	1.27	NACOGDOCHES UNIVERSITY	693
0095 E	RICHARD & SHIRLEY BENSON	KAYLE & CASIE NORRIS	5/24/2004	HOPKINS	TX	486	665	0.47	NACOGDOCHES UNIVERSITY	693
0095 F	KEVIN McCARTY	WILLIAM & PATRICIA YOUNG	8/20/2012	HOPKINS	TX	818	60	0.444	NACOGDOCHES UNIVERSITY	693
0095 O	JOHN & KITTIY GOLDSMITH Tract 1	BRANDON E. HOPPER	1/26/2006	HOPKINS	TX	561	546	1.248	NACOGDOCHES UNIVERSITY	693
0096	JACKIE J. GIBSON ET UX PATSY	FIRST SECURITY BANK, N.A	5/11/1999	HOPKINS	TX	301	776	51.12	THOMAS TOBAR	953
0098 B	CHARLES McKAY, EXECUTOR	CHARLES McKAY	10/23/2002	HOPKINS	TX	417	545	0.934	THOMAS TOBAR	953
0098 C	JERRY C. MOTE	PHIL GAMBLIN ET UX NORMA	12/31/2015	HOPKINS	TX	2016	0051	0.500	THOMAS TOBAR	953
0098 E	LARRY L. STRAND	IRENE M. HANSON	6/15/2009	HOPKINS	TX	705	868	0.545	THOMAS TOBAR	953
0098 F	VIVKI LYNN McCAY BURGSTAHLER ET AL	CHARLES McKAY ET UX LYNDA	6/27/2007	HOPKINS	TX	627	435	1.11	THOMAS TOBAR	953
0098 G	JASON NATHANIEL ARRINGTON ET UX CHARLOTTE	SLADE DANIEL ET UX KENDRA	9/12/2016	HOPKINS	TX	2016	4462	1.05	THOMAS TOBAR	953
0098 H	W. C. MARTIN	MARTIN SPRINGS BAPTIST CHURCH	6/6/1892	HOPKINS	TX	18	516	4.13	THOMAS TOBAR	95
0100 A	JOE A. WORSHAM	L. P. GAS STORAGE, INC.	5/24/1963	HOPKINS	TX	280	593	3.00	THOMAS TOBAR	953
0123 A	C. DON HICKS ET UX	JACKIE GIBSON	1/18/1982	HOPKINS	TX	418	399	1.604	THOMAS STEWART	874
0140 A	K. E. ROSS UT UX LILLIE	PHILLIP ROSS ET UX GLEND	5/19/1978	HOPKINS	TX	389	441	2.00	L. H. McCORKLE	675
0145	PRATT FARMS, LP	SCOTT ANDREWS	12/4/2015	HOPKINS	TX	2015	6152	296.164	W. S. HARPER	427
0151	TERRY STERRETT ADRION EXECUTOR	AUBREY M. HUMPHREY ET UX	11/10/1998	HOPKINS	TX	290	108	64.984	JAMES WEBB	1018
0156	CLINT BUCKLEY ET UX LINDA	BUCKLEY PROPERTIES LLC	8/30/2013	HOPKINS	TX	906	164	3.136	THOMAS STEWART	874
0155	J. L. MASSEY ET AL	THE ENSERCH CORPORATION	5/24/1984	HOPKINS	TX	441	262	0.52	L. H. McCORKLE	675
0157	JARRED I. PICKETT	WAYNE HINTON, JR.	5/27/2016	HOPKINS	TX	2016	2612	0.90	NACOGDOCHES UNIVERSITY	693
0158	DORIS E. JENKINS	JOSE C. MARTINEZ ET UX MICHELLE	2/24/2017	HOPKINS	TX	2017	1010	2.97	NACOGDOCHES UNIVERSITY	693
0159	KENNETH O. HALL ET UX	JONATHAN C. WALKER ET UX JULIE	12/30/2011	HOPKINS	TX	793	103	0.700	NACOGDOCHES UNIVERSITY	693
0163	MANUEL ANZALDUA ET UX MARGARET	DALE SEYMOUR	1/23/1991	HOPKINS	TX	109	437	1.05	THOMAS TOBAR	953
0164	VONDA LOU MERRELL WRIGHT	FRANK WRIGHT	3/10/2005	HOPKINS	TX	522	555	136+	M. A. BOWLIN	39
0168	T. B. McINTIRE ET UX CORA MAE	CITY OF SULPHUR SPRINGS	1/16/1956	HOPKINS	TX	13	231	412	MARIA J DE LOS SANTOS COY	146
0169	GEORGE L. LEONARD	SCOTT M. ANDREWS	4/29/2009	HOPKINS	TX	701	535	119.0	MARIA J DE LOS SANTOS COY	146
0169 A	L. D. CROSS, TRUSTEE Tract 3	LOUIE V. WOODALL ET UX	4/15/1975	HOPKINS	TX	362	430	12.00	MARIA J DE LOS SANTOS COY	146
0170 A	R. L. WRIGHT ET UX VENITA WRIGHT	EDWARD PINGEL & LESLIE PINGLE	10/27/2003	HOPKINS	TX	460	415	11.455	M. A. BOWLIN	39
0172	ETTO DOSSETT ET AL	M. D. MERRELL	5/24/1939	HOPKINS	TX	142	192	11.50	NACOGDOCHES UNIVERSITY	693
0173	VONDA LOU MERRELL WRIGHT	FRANK WRIGHT	3/10/2005	HOPKINS	TX	522	555	136+	M. A. BOWLIN	39
0174 A	TIM TOLSON & PAT TOLSON	JAMES Q. WRIGHT ET UX MARGARET	8/19/2005	HOPKINS	TX	542	042	15.00	MARIA J DE LOS SANTOS COY	146
0174 C	ROBERT DALE EARLY ET UX ASHLEY	JASON NATHANIEL ARRINGTON ET UX	7/14/2017	HOPKINS	TX	2017	3591	20.00	MARIA J DE LOS SANTOS COY	146
0174 D	TIM TOLSON & JENNIFER A. TOLSON	JOEL OSORNIO ET UX BLANCA	11/11/2016	HOPKINS	TX	2016	5658	32.00	MARIA J DE LOS SANTOS COY	
0174 E	AFFIDAVIT OF HEIRSHIP	PATRICIA ANN BRADY TOLSON	11/3/2015	HOPKINS	TX	2016	42	32.64	MARIA J DE LOS SANTOS COY	146
0175	DURWOOD STEED ET UX CARLYNE	GEORGE LAW ET UX BARBARA LAW	6/25/1993	HOPKINS	TX	157	390	67.50	MARIA J DE LOS SANTOS COY	146

BEGINNING at a ½" rebar found on the North East corner of Tract 1, being on the South East corner of tract 1AA, a 31.52 acre tract described in a deed to Hans Boerhof, dated June 20, 2007, Recorded in Vol. 625, page 767, Official Public Records, and being on the West boundary line of FM Hwy. 1870;

THENCE S 24° 45' 35" E along the East boundary line of said Tract 1 and the West boundary line of said FM Hwy. 1870 a distance of 843.91 feet to a found ½" rebar marked with a "RPLS 4021" cap found for a corner, being on the North East corner of Tract 1-1, a 3.254 acre tract described in a deed to Brian Phillips and Christie Phillips, dated June 19, 2017, Recorded in Doc. # 2017-3208, Official Public Records;

THENCE S 73° 02' 17" W along the North boundary line of said Tract 1-1 a distance of 210.38 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE S 64° 02' 42" W along the North boundary line of said Tract 1-1 a distance of 253.90 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE S 15° 43' 25" E along the West boundary line of said Tract 1-1 a distance of 258.13 feet to a found ½" rebar marked with a "RPLS 4021" cap for a corner;

THENCE N 74° 11' 18" E along the South boundary line of said Tract 1-1 a distance of 509.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, and being on the West boundary line of said FM Hwy. 1870;

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THENCE S 24° 37' 38" E along the West boundary line of said FM Hwy. 1870, and the East boundary line of Tract 1A, a distance of 783.78 feet to a found Concrete Monument at Hwy. P. T. Sta. 205+96.7 for a corner;

Along said FM Hwy. 1870 right-of-way and the Easterly boundary line of Tracts 1A, 4A, 7A, 12, 12C, 12A, 12B, and 8 as follows;

THENCE S 23° 17' 32" E along the West boundary line of said FM Hwy. 1870 a distance of 501.40 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE N 88° 52' 28" E along the South boundary line of said FM Hwy. 1870 a distance of 80.40 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a South Easterly direction whose long chord is S 48° 08' 31" E a distance of 837.35 feet and whose radius is 2351.83 feet with a tangent of 425.47 feet and whose central angle for this part is 20° 30' 33" an arc distance of 841.84 feet to a found 5/8" rebar marked with a "Longview Surveying" cap at Hwy. P. C. Sta. 192+51.4 for a corner;

THENCE S 58° 08' 40" E along the West boundary line of said FM Hwy. 1870 a distance of 303.46 feet to a found concrete monument at Hwy. Sta. 189+49.2 for a corner;

THENCE S 89° 49' 17" E along the West boundary line of said FM Hwy. 1870 a distance of 20.87 feet to a found concrete monument at Hwy. Sta. 189+33.3 for a corner;

THENCE S 58° 16' 58" E a distance of 177.88 feet to a found concrete monument at Hwy. Sta. 187+50 for a corner;

THENCE S 26° 44' 51" W a distance of 10.25 feet to a found concrete monument at Hwy. Sta. 187+50 for a corner;

THENCE S 58° 20' 48" E along the West boundary line of said FM Hwy. 1870 a distance of 2025.94 feet to a found concrete monument at Hwy. P. T. Sta. 167+25.6 for a corner;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a South Easterly direction whose long chord is S 64° 24' 10" E a distance of 1220.14 feet and whose radius is 5789.58 feet with a tangent of 613.49 feet and whose central angle for this part is 12° 05' 51" an arc distance of 1222.41 feet to a found concrete monument at Hwy. P. C. Sta. 155+15.6 for a corner;

THENCE S 70° 24' 17" E along the South boundary line of said FM Hwy. 1870 a distance of 744.96 feet to a found concrete monument at Hwy. Sta. 147+70 for a corner;

THENCE S 15° 24' 16" E along the South boundary line of said FM Hwy. 1870 a distance of 121.44 feet to a found concrete monument for a corner;

THENCE S 19° 35' 44" W along the West boundary line of said FM Hwy. 1870 a distance of 150.00 feet to a ½" rebar set for a corner;

THENCE S 70° 24' 16" E along the South boundary line of said FM Hwy. 1870 a distance of 41.72 feet to a ½" rebar set for a corner, being in the center of CR 2306;

THENCE N 89° 53' 05" W along the center of said CR 2306 a distance of 2241.22 feet to a 1/2" rebar set for a corner, being on the North boundary line of the Louisiana – Arkansas Rail Road now owned by The Kansas City Southern Railway;

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THENCE S 15° 05' 59" W crossing the said rail road at a distance of 100.00 feet to a 1/2" rebar set for a corner, being on the South boundary line of the said Louisiana – Arkansas Rail Road now owned by The Kansas City Southern Railway;

Along the South boundary line of said rail road and the North boundary line of Tracts 31, 32, 33, and 42 as follows:

THENCE S 73° 08' 57" E along the South boundary line of said rail road a distance of 1715.31 feet to a 1/2" rebar set for a corner;

THENCE along the South boundary line of said rail road on a curve to the right in a South Easterly direction, whose Long chord is S 68° 29' 41" E a distance of 522.17 feet and whose radius is 3274.04 feet with a tangent distance of 261.92 feet and whose central angle for this part is 9° 08' 52" an arc distance of 522.72 feet to a 1/2" rebar set for a corner;

THENCE S 63° 30' 49" E along the South boundary line of said rail road a distance of 3044.46 feet to a found 1/2" rebar for a corner, being on the North East corner of said Tract 42, and being on the West boundary line of said FM Hwy. 1870;

THENCE S 63° 29' 38" E crossing FM Hwy. 1870 along the South boundary line of said rail road a distance of 120 feet to a 1/2" rebar set for a corner, being on the South boundary line of said FM Hwy. 1870, being on the North boundary line of CR 2319, and being on the North West corner of Tract 140A, the remainder of a 2 acre tract described in a deed from K. E. Ross and wife Lillie N. Ross to Phillip Ross et ux Glenda Ross dated May 19, 1978, recorded in Vol. 389, page 441, Deed Records;

THENCE S 26° 30' 14" W along the South boundary line of said FM Hwy. 1870 a distance of 351.55 feet to a ½" Rebar set for a corner, being on the South West corner of said Tract 140A, the remainder of said 2 acre tract and being on the North West corner of said Tract 139;

THENCE S 64° 44' 38" E along the South boundary line of said Tract 140A and the North boundary line of said Tract 139 a distance of 36.33 feet to a found 1/2" iron pipe for a corner, being on the North boundary line of said Tract 139 and being on South West corner of said Tract 140;

THENCE N 24° 15' 26" E along the South boundary line of said Tract 140A and the North boundary line of said Tract 140 a distance of 351.03 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 140A, being on the North West corner of said Tract 140, being on the South boundary line of said rail road and being on the North boundary line of said CR 2319;

THENCE S 63° 31' 14" E along the South boundary line of said rail road and the North boundary line said CR 2319 a distance of 724.39 feet to a found Longview cap for a corner, being on the North West corner of said Tract 155, a called 0.52 acre tract, described in a deed to The Enserch Corporation, Dated May 24, 1984, recorded in Vol. 441, page 262, Deed Records;

THENCE S 26° 37' 23" W along the West boundary line of said Tract 155, a 0.52 acre tract, a distance of 190.00 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 155, a 0.52 acre tract;

THENCE S 63° 32' 24" E along the South boundary line of said Tract 155, a 0.52 acre tract a distance of 150.00 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 155, 0.52 acre tract;

THENCE N 26° 38' 12" E along the South boundary line of said Tract 155, a 0.52 acre tract, a distance of 190.00 feet to a Longview cap found for a corner, being on the North East corner of said Tract 155, a 0.52 acre Tract, being on the South boundary line of said rail road and being on the North boundary line of said CR 2319;

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THENCE S 63° 26' 06" E along the South boundary line of said Rail Road, the North boundary line of said CR 2319, and the North boundary line of Tract 45, a distance of 433.74 feet to a ½" rebar set for corner;

THENCE along the South boundary line of said Rail Road and the North boundary of Tracts 45, 48B, 48A, and 48 on a curve to the right in a South Easterly direction, whose Long chord is S 49° 47' 01" E a distance of 932.72 feet and whose radius is 2083.48 feet with a tangent distance of 478.50 feet and whose central angle for this is 25° 52' 08" an arc distance of 940.69 feet to a 1/2" rebar set for a corner;

THENCE S 35° 09' 07" E along the South boundary line of said rail road, the North boundary line of said Tracts 48, 49, & 63A, and the North boundary line of said CR 2319 a distance of 2297.79 feet to a ½" rebar set for a corner, being on the intersection of the South boundary line of said rail road with the center of said CR 2319, where it turns South, being also in CR 2318;

THENCE S 0° 42' 07" E along the East boundary line of said Tracts 63A and Tract 60, along the West boundary line of said Tract 61 and the center of said CR 2319 a distance of 905.47 feet to a 60d nail found for a corner, being on the North West corner of said Tract 61A, a found ½" rebar marked with a "Beasley" cap bears N 89° 20' 16" E a distance of 20.6 feet;

THENCE S 0° 53' 58" E along the West boundary line of said Tract 61A and the center of said CR 2319 a Distance of 249.34 feet to a found 60d nail for a corner, being on the South West corner of said Tract 61A, a found ½" rebar bears N 89° 20' 16" E, a distance of 19.6 feet;

THENCE N 89° 20' 16" E along the South boundary line of said Tract 61A a distance of 194.24 feet to a found ½" rebar marked with a "Beasley" cap for a corner, and being on the South East corner of said Tract 61A;

THENCE N 0° 40' 45" W along the East boundary line of said Tract 61A a distance of 249.34 feet to a found ½" rebar for a corner, and being on the North East corner of said Tract 61A;

THENCE S 89° 20' 16" W along the North boundary line of said Tract 61A a distance of 174.58 feet to a found ½" rebar marked with said "Beasley" cap;

THENCE N 0° 42' 07" W along the East boundary line of said CR 2319 a distance of 875.43 feet to a ½" rebar set on the South boundary line of said rail road for a corner;

THENCE S 35° 09' 07" E along the South boundary line of said rail road, and the North boundary line of said Tract 61, a distance of 2547.02 feet to a to a ½" rebar found for a corner, being on the South East corner of said Tract 61, and being on the North East corner of said Tract 151;

THENCE S 85° 09' 09" W along the South boundary line of said Tract 61 and the North boundary line of said Tract 151 a distance of 1078.11 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the East boundary line of said Tract 145, being on the center of said CR 2319, and being on the South West corner of said Tract 61;

THENCE N 44° 54' 37" W along the Center of said CR 2319, the West boundary line of said Tract 61 and the East boundary line of said Tract 145 a distance of 110.95 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North East corner of said Tract 145;

THENCE S 89° 19' 57" W a distance of 310.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the East boundary line of said Tract 70, and being on the most Northerly North West corner of said Tract 145;

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THENCE S 1° 03' 10" E along the West boundary line of said Tract 145 and the East boundary line of said Tract 70 a distance of 1561.26 feet to a found 3/8" rebar for a corner, being on the South East corner of said Tract 70, and being on an external angle corner of Tract 145;

THENCE S 88° 50' 33" W along the North boundary line of said Tract 145 and the South boundary line of Tracts 70, 62 and 69 a distance of 3680.67 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the South West corner of said Tract 69, being on the most Westerly North West corner of said Tract 145, and being on the East boundary line of Said FM Hwy. 1870;

THENCE S 88° 50' 33" W, crossing said FM Hwy. 1870, a distance of 120.00 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on the West boundary line of said FM Hwy. 1870, and being on the East boundary line of Tract 80;

Along the West boundary line of said FM Hwy. 1870 and the East boundary line of Tract 80, 82, and 85 as follows:

THENCE S 1° 56' 27" E along the West boundary line of said FM Hwy. 1870 a distance of 2333.03 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on Hwy. Sta. 11+21.9;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the left in a Southerly direction, whose Long chord is S 3° 59' 25" E a distance of 826.10 feet and whose radius is 11519.15 feet with a tangent distance of 413.32 feet and whose central angle for this is 4° 06' 36" an arc distance of 826.28 feet to a 1/2" rebar set for a corner, being on Hwy. Sta. 3+00;

THENCE S 2° 35' 00" W along the West boundary line of said FM Hwy. 1870 a distance of 162.39 feet to a ½" rebar marked with a "Cooper" cap set for a corner;

THENCE S 38° 55' 00" W along the West boundary line of said FM Hwy. 1870 a distance of 101.12 feet to a ½" rebar set for a corner, being on the North Boundary line of State Hwy. 11;

Along the North boundary line of State Hwy. 11 and the South boundary line of Tract 85, 84, 84A, 76C, 76, 76B, 76A, 75, 64, 73A, 73, 73B, 71, 72 and 162 as follows:

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a Westerly direction, whose Long chord is N 88° 04' 10" W a distance of 126.52 feet and whose Radius is 5679.58 feet with a tangent distance of 63.26 feet and whose central angle for this part is 1° 16' 35" an arc distance of 126.52 feet to a wooden post for a corner, being on Hwy. Sta. 320+51.5;

THENCE N 87° 29' 05" W along the North boundary line of said State Hwy. 11 a distance of 1781.10 feet to a ½" rebar marked with a "Cooper" cap set for a corner, being on Hwy. P. T. Sta. 302.+69.9;

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a North Westerly direction whose long chord is N 82° 08' 18" W a distance of 537.86 feet and whose radius is 2814.79 feet with a tangent of 270.17 feet and whose central angle for this part is 10° 57" 54" an arc distance of 538.68 feet to a found concrete monument at Hwy. P. C. Sta. 297+31.6 for a corner;

THENCE N 76° 41' 51" W along the North boundary line of said State Hwy. 11 a distance of 2431.60 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 273+00;

THENCE N 78° 19' 51" W along the North boundary line of said State Hwy. 11 a distance of 488.90 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 268+11.1;

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THENCE N 77° 13' 46" W along the North boundary line of said State Hwy. 11 a distance of 1610.44 feet to a found concrete monument for a corner, being on Hwy. P. I. Sta. 251+99.6;

THENCE N 76° 30' 58" W along the North boundary line of said State Hwy. 11 a distance of 1696.33 feet to a found concrete monument for a corner;

THENCE N 76° 31' 22" W along the North boundary line of said State Hwy. 11 a distance of 1000.57 feet to a found concrete monument for a corner;

THENCE N 76° 30' 48" W along the North boundary line of said State Hwy. 11 a distance of 1205.68 feet to a found concrete monument for a corner, being on Hwy. P. T. Sta. 212+96.6;

THENCE along the North boundary line of said State Hwy. 11 on a curve to the right in a Westerly direction, whose Long chord is N 65° 05' 42" W a distance of 1493.55 feet and whose Radius is 3769.72 feet with a tangent distance of 761.87 feet and whose central angle for this part is 22° 51' 05" an arc distance of 1503.49 feet to a ½" rebar set for a corner, being on Hwy. P. C. Sta. 197+61;

THENCE N 53° 26' 51" W along the North line of said State Hwy. 11 a distance of 412.70 feet to a 3/8" rebar found for a corner, being on the South West corner of said Tract 162 and being on the South East corner of said Tract 163;

THENCE N 1° 33' 54" W along the West boundary line of said Tract 162 and the East boundary line of said Tract 163 a distance of 294.38 feet to a ½" rebar set for a corner, being on an external corner of said Tract 162 and being on an internal corner of said Tract 163;

THENCE N 75° 58' 16" W along the South boundary line of said Tract 162 and the North boundary line of said Tract 163 a distance of 190.05 feet to a 3/8" rebar found for a corner, being on the West boundary line of said Tract 162, being on the North West corner of said Tract 163, and being on the East boundary line of Tract 98H;

THENCE N 6° 58' 42" W along the West boundary line of said Tract 162 and the East boundary line of said Tract 98H a distance of 171.86 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 162, being on the North East corner of said Tract 98H, being on the South boundary line of Tract 100, and being on the center of CR 2309;

THENCE N 87° 45' 52" E along the South boundary line of said Tract 100, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 7.45 feet to a found 60d nail for a corner, being on the South West corner of said Tract 100A, a set ½" rebar bears N 0° 43' 52" W a distance of 20 feet;

THENCE N 87° 45' 25" E along the South boundary line of said Tract 100A, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 311.81 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 100A, a set ½" rebar bears N 0° 41' 31" W a distance of 20 feet;

THENCE N 0° 41' 31" W along the East boundary line of said Tract 100A a distance of 429.29 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 100A;

THENCE S 89° 16' 26" W along the North boundary line of said Tract 100A a distance of 312.00 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 100A;

THENCE S 0° 43' 52" E along the West boundary line of said Tract 100A a distance of 437.50 feet to the South West corner of said Tract 100A, being on the South boundary line of said Tract 100, being on the North boundary line of said Tract 162, and being on the center of said CR 2309;

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THENCE S 87° 45' 52" W along the South boundary line of said Tract 100, the North boundary line of said Tract 162 and the center of said CR 2309 a distance of 7.45 feet to a ½" rebar found for a corner, being on the North West corner of said Tract 162, and being on the North East corner of said Tract 98H;

THENCE S 87° 56' 10" W along the South boundary line of said Tract 100, the North boundary line of said Tract 98H, and the center of said CR 2309 a distance of 7.80 feet to a 3/8" Spike Nail found for a corner, being on the South West corner of said Tract 100, and being on the South East corner of Tract 98A;

THENCE S 87° 56' 10" W along the South boundary line of said Tract 98A, the North boundary line of said Tract 98H, and the center of said CR 2309 a distance of 446.47 to a 60d nail found for a corner, being on the South West corner of said Tract 98A and being on the North Boundary line of State Hwy. 11;

THENCE N 53° 25' 56" W along the South boundary line of said Tract 98A, and the North boundary line of said State Hwy. 11 a distance of 483.62 feet to a ½" rebar set for a corner, being on an external corner of said Tract 98A, and being on the South East corner of Tract 98G;

THENCE N 35° 50' 53" E along the East boundary line of said Tract 98G, and the West boundary line of said Tract 98A a distance of 301.13 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 98G, and being on an internal corner of said Tract 98A;

THENCE N 51° 19' 36" W along the North boundary line of said Tract 98G, and the South boundary line of said Tract 98A a distance of 149.17 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98G, and being on the North East corner Tract 98F;

THENCE N 51° 51' 27" W along the North boundary line of said Tract 98F, and the South boundary line of said Tract 98A a distance of 151.46 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98F, and being on the North East corner said Tract 98B;

THENCE S 38° 24' 18" W along the West boundary line of said Tract 98F, and the East boundary line of said Tract 98A a distance of 15.27 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 98B;

THENCE N 53° 24' 56" W along the North boundary line of said Tract 98B, and the South boundary line of said Tract 98A a distance of 144.82 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98B;

THENCE S 35° 34' 45" W along the West boundary line of said Tract 98B, and the East boundary line of said Tract 98A a distance of 296.81 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South West corner of said Tract 98B, being on the South boundary line of said Tract 98A and being on the North boundary line of said State Hwy. 11;

THENCE N 53° 17' 36" W along the South boundary line of said Tract 98A, and the North boundary line of said State Hwy. 11 a distance of 381.94 feet to a ½" rebar found for a corner, being on the South East corner of said Tract 98E;

THENCE N 18° 27' 09" E along the East boundary line of said Tract 98E, and the West boundary line of said Tract 98A a distance of 176.73 feet to a ½" rebar set for a corner, being on the North East corner of Tract 98E and an internal corner of said Tract 98A;

THENCE N 52° 18' 02" W along the North boundary line of said Tract 98E, and the South boundary line of said Tract 98A a distance of 100.70 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98E and being on the North East corner of said Tract 98C;

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THENCE N 52° 51' 55" W along the North boundary line of said Tract 98C, and the South boundary line of said Tract 98A a distance of 123.08 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North West corner of Tract 98C and being on the most Southerly South West corner of said Tract 98A, and being on the East boundary line of said Tract 98D;

THENCE S 24° 13' 33" W along the West boundary line of said Tract 98C, and the East boundary line of said Tract 98D a distance of 79.85 feet to a found ½" iron pipe for a corner, being on an internal corner of said Tract 98C and being on an external corner of said Tract 98D;

THENCE N 52° 36' 40" W along the South boundary line of said Tract 98D, and the North boundary line of said Tract 98C a distance of 7.00 feet to a ½" rebar set for a corner, being on an external corner of said Tract 98C and being on an internal corner of said Tract 98D;

THENCE S 19° 40' 52" W along the East boundary line of said Tract 98D, and the West boundary line of said Tract 98C a distance of 102.11 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 98C, being on South East corner of said Tract 98D, and being on the North boundary line of said State Hwy. 11;

THENCE N 52° 50' 05" W along the South boundary line of said Tract 98D, Tract 98, and the North boundary line of said State Hwy. 11 a distance of 279.58 feet to a ½" rebar set for a corner, being on the South West corner of said Tract 98 and being on South East corner of Tract 156;

THENCE N 1° 44' 45" W along the West boundary line of said Tract 98, and the East boundary line of said Tract 156 a distance of 836.77 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North corner of said Tract 156, and being on East boundary line of said Tract 95;

THENCE N 1° 36' 00" W along the West boundary line of said Tract 98, and the East boundary line of said Tract 95 a distance of 255.96 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 98, and being on South West corner of Tract 96;

THENCE N 88° 30' 54" E along the North boundary line of said Tract 98, and the South boundary line of said Tract 96 a distance of 968.94 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 96, and being on South West corner of said Tract 97;

THENCE N 1° 20' 43" W along the East boundary line of said Tract 96, and the West boundary line of said Tract 97 a distance of 2292.04 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 96, and being on the South East corner of said Tract 134;

THENCE N 89° 16' 40" W along the North boundary line of said Tract 96, and the South boundary line of said Tract 134 a distance of 958.77 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 96, being on South West corner of said Tract 134, being on the East boundary line of said Tract 123, and being on the West boundary line of CR 2307;

THENCE S 1° 04' 31" E along the East boundary line of said Tract 123, the West boundary line of said Tract 96, and crossing said CR 2307 a total distance of 112.30 feet to a found 5/8" rebar marked with a "Longview Surveying" cap found for a corner, and being on the North East corner of Tract 123A;

THENCE S 56° 30' 19" W along the South boundary line of said Tract 123, the North boundary line of said Tract 123A, and generally along the center of said CR 2307 a distance of 263.19 feet to a ½" rebar set for an angle corner;

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THENCE S 31° 40' 20" W along the South boundary line of said Tract 123, the North boundary line of said Tract 123A, and generally along the center of said CR 2307 a distance of 620.15 feet to a found 5/8" rebar marked with "Longview Surveying" cap for a corner, being on the South West corner said Tract 123A, and being on the North boundary line of Tract 95;

THENCE S 89° 29' 13" W along the South boundary line of said Tract 123, the South boundary line of Tract 90, the North boundary line of said Tract 95 and the North boundary line of Tract 95-0, and the South boundary line of said CR 2307 a distance of 255.44 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the South East corner of Tract 90B;

THENCE S 89° 26' 52" W, along the South boundary line of said Tract 90B, the North boundary line of said Tract 95-0, the North boundary line of Tract 95A, and the South boundary line of said CR 2307 a distance of 150.12 feet to found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South West corner of Said Tract 90B;

THENCE S 89° 37' 51" W along the South boundary line of said Tract 90, the North boundary line of said Tract 95A and the South boundary line of said CR 2307 a distance of 69.09 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the South East corner of Tract 90A;

THENCE N 1° 18' 41" W along the East boundary line of said Tract 90A and the West boundary line of said Tract 90 a distance of 327.27 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North East corner of said Tract 90A;

THENCE S 53° 19' 21" W along the North boundary line of said Tract 90A and the South boundary line of said Tract 90 a distance of 296.01 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the North West corner of said Tract 90A;

THENCE S 2° 07' 37" E along the West boundary line of said Tract 90A and the East boundary of said Tract 90 a distance of 152.76 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner;

THENCE N 89° 30' 53" E along the South boundary line of said Tract 90A a distance of 14.17 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the West edge pavement, and being West of the Center of said CR 2307;

THENCE S 1° 49' 14" E along the East boundary line of said Tract 94 and the West edge of pavement of said CR 2307, not following the center of said CR 2307, a distance of 1005.81 feet to a found Longview Surveying 5/8" rebar for a corner, being on the South East corner of Tract 94E;

THENCE N 54° 21' 57" W along the North boundary line of said Tract 94E and the South boundary line of said Tract 94 a distance of 196.43 feet to a ½" rebar set for a corner;

THENCE S 4° 50' 28" W along the West boundary line of said Tract 94E and the East boundary line of said Tract 94 a distance of 214.48 feet to a found Long Surveying 5/8" rebar for a corner, being on the North boundary line of Tract 94D;

THENCE N 54° 20' 00" W along the South boundary line of said Tract 94 and the North boundary line of said Tract 94D a distance of 4.80 feet to a ½" rebar set for a corner, being on the East boundary line of Tract 94C;

THENCE N 35° 39' 00" E along the East boundary line of said Tract 94C and the West boundary line of said Tract 94 a distance of 1.50 feet to a ½" rebar set for a corner, being on the North East corner of said Tract 94C;

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THENCE N 54° 21' 24" W along the South boundary line of said Tract 94 and the North boundary line of said Tracts 94C, 94B, and 94A a distance of 512.24 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the North West corner of said Tract 94A;

THENCE S 35° 33' 00" W along the East boundary line of said Tract 94 and the West boundary line of said Tracts 94A a distance of 361.45 feet to a 5/8" rebar marked with a "Longview Surveying" cap found for a corner, being on the South West corner of said Tract 94A, being on the most Southerly South East corner of said Tract 94, and being on the North boundary line of said State Hwy. 11;

THENCE N 52° 49' 43" W along the South boundary line of said Tract 94 and the North boundary line of said State Hwy. 11 a distance of 1951.13 feet to a 5/8" rebar found for a corner, being on the East corner of Tract said 159;

THENCE N 31° 30' 18" W along the North boundary line of said Tract 159 and the South boundary line of said Tract 94 a distance of 287.78 feet to a ½" rebar found for a corner, being on an internal corner of said Tract 159 and being on an external corner of said Tract 94;

THENCE N 4° 44' 21" W along the East boundary line of said Tract 159 and the East boundary line of said Tract 158 a distance of 304.44 feet to a ½" rebar set for a corner, being on an internal corner of said Tract 158 and being on the most Westerly North West corner of said Tract 94;

THENCE N 84° 02' 36" E along the South boundary line of said Tract 158 and the North boundary line of said Tract 94 a distance of 118.45 feet to a ½" rebar set for a corner, being on the most Easterly South East corner of said Tract 158 and being on the South West corner of said Tract 92;

THENCE N 0° 04' 34" E along the East boundary line of said Tract 158 and the West boundary line of said Tract 92 a distance of 115.93 feet to a found 3/8" rebar for a corner; being on the most Easterly North East corner of said Tract 158, and being on the most Southerly South East corner of said Tract 87;

THENCE N 80° 05' 45" W along the North boundary line of said Tract 158 and the South boundary line of said Tract 87 a distance of 361.59 feet to a found 3/8" rebar for a corner; being on the North West corner of said Tract 158 and being on the North East corner of said Tract 157;

THENCE N 80° 08' 16" W along the North boundary line of said Tract 157 and the South boundary line of said Tract 87 a distance of 199.90 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner; being on the North West corner of said Tract 157, being on the South West corner of said Tract 87, and being on the East boundary line of Tract 86B;

THENCE N 6° 33' 35" E along the West boundary line of said Tract 87 and the East boundary line of said Tract 86B and said Tract 86 a distance of 1698.99 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner; being on the North West corner of said Tract 87, being on the most Easterly North East corner of said Tract 86, and being on the South boundary line of said Tract 88;

THENCE S 88° 06' 30" W along the South boundary line of said Tract 88 and the North boundary line of said Tract 86 a distance of 141.42 feet to a ½" rebar set for a corner; being on the South West corner of said Tract 88, and being on an internal corner of said Tract 86;

THENCE N 0° 47' 56" W along the West boundary line of said Tract 88 and the East boundary line of said Tract 86 a distance of 259.87 feet to a found ½" rebar for a corner; being on the most Northerly North East corner said Tract 86, and being on the South East corner of Tract 172;

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THENCE N 4° 10' 11" W along the West boundary line of said Tract 88 and the East boundary line of said Tract 172 a distance of 395.25 feet to a ½" rebar set for a corner; being on the North West corner said Tract 88, being on the North East corner of said Tract 172, being on the South East corner of said Tract 164, and being on the South West corner of said Tract 173;

THENCE N 86° 56' 15" E along the North boundary line of said Tract 88 and the South boundary line of said Tract 173 a distance of 904.86 feet to a ½" rebar found for a corner; being on the South East corner said Tract 173, being on the South West corner of said Tract 170, and being on the center of CR 2307;

THENCE N 2° 27' 28" W along the West boundary line of said Tract 170, the East boundary line of said Tract 173, and the center of said CR 2307 a distance of 1008.21 feet to a ½" rebar found for a corner;

THENCE N 5° 21' 19" E along the West boundary line of said Tract 170, the East boundary line of said Tract 173, and the center of said CR 2307 a distance of 564.37 feet to a ½" rebar found for a corner;

THENCE N 13° 21' 07" E along the West boundary line of said Tract 170, the East boundary line of said Tract 173 and said Tract 164, and the center of said CR 2307 a distance of 761.06 feet to a ½" rebar found for a corner, being on the North West corner of said Tract 170, and being on the South West corner of Tract 170A;

THENCE S 72° 35' 27" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 543.41 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE S 51° 57' 52" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 410.71 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE S 87° 29' 56" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 1099.20 feet to a found ½" rebar marked with a "Cooper" cap for a corner;

THENCE N 80° 04' 35" E along the North boundary line of said Tract 170, and the South boundary line of said Tract 170A a distance of 601.58 feet to a found ½" rebar marked with a "Cooper" cap for a corner, being on the North East corner of said Tract 170, and being on the North West corner of said Tract 170B;

THENCE N 80° 04' 44" E along the North boundary line of said Tract 170B, and the South boundary line of said Tract 170A a distance of 373.87 feet to a found ½" rebar marked with a "Cooper" cap for a corner, being on the South East corner of said Tract 170A, being on the North East corner of said Tract 170B, and being on the West boundary line of said Tract 169;

THENCE S 1° 49' 12" E along the East boundary line of said Tract 170B, the West boundary line of said Tract 169 and said Tract 168 a distance of 1963.29 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 170B, being on the South West corner of said Tract 168, and being on the North boundary line of said Tract 123;

THENCE N 88° 31' 39" E along the South boundary line of said Tract 168, and the North boundary line of said Tract 123 and said Tract 161 a distance of 1809.10 feet to a ½" rebar set for a corner, being on the South East corner of said Tract 168, and being on the South West corner of said Tract 166;

THENCE N 1° 34' 19" W along the West boundary line of said Tract 166, and the East boundary line of said Tract 168 a distance of 1000.43 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 166, and being on the South West corner of said Tract 169;

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THENCE N 88° 31' 29" E along the North boundary line of said Tract 166, and the South boundary line of said Tract 169 a distance of 1955.20 feet to a found 2 1/4" Pipe Post for a corner, being on the North East corner of said Tract 166, being on the South East corner of said Tract 169, being on the North West corner of said Tract 29B, and being on the South West corner of said Tract 29D;

THENCE N 88° 32' 40" E along the North boundary line of said Tract 29B, and the South boundary line of said Tract 29D a distance of 1914.23 feet to a rail road spike set for a corner, being on the North East corner of said Tract 29B, being on the South East corner of said Tract 29D, being on the West boundary line of said Tract 29C, and being on the West edge of the asphalt pavement of the relocated CR 2309, a set ½" rebar bears S 88° 32' 40" W a distance of 24.55 feet;

THENCE N 10° 10' 50" E along the West boundary line of said Tract 29C, the East boundary line of said Tract 29D a distance of 326.60 feet to a rail road spike set for a corner, being on the West edge of pavement of said relocated CR 2309;

THENCE along a curve to the right in a North Easterly direction being along the East boundary of said Tract 29D, the West boundary line of said Tract 29C, and being on the West edge of the asphalt pavement of the said relocated CR 2309 on a curve to the right whose long chord is N 22° 57" 00" E a distance of 332.67 feet and whose radius is 746.20 feet with a tangent of 170.63 feet and whose central angle for this part is 25° 45' 36" an arc distance of 335.49 feet to a ½"rebar set for a corner;

THENCE along a curve to the left in a North Easterly direction being along the East boundary of said Tract 29D, the West boundary line of said Tract 29C, and being on the West edge of the asphalt pavement of the said relocated CR 2309 on a curve to the left whose long chord is N 22° 57" 00" E a distance of 305.92 feet and whose radius is 686.20 feet with a tangent of 156.91 feet and whose central angle for this part is 25° 45' 36" an arc distance of 308.51 feet to a rail road spike set for a corner;

THENCE N 10° 10' 50" E along the West boundary line of said Tract 29C, the East boundary line of said Tract 29D a distance of 21.13 feet to a found 5/8" rebar marked with a "Longview Surveying" cap for a corner, being on the West edge of pavement of said CR 2309, being on the North East corner of said Tract 29D, being on the North corner of said Tract 29C, and being on the South East corner of said Tract 167;

THENCE S 88° 31' 01" W along the North boundary line of said Tract 29D, and the South boundary line of said Tract 167 a distance of 2242.06 feet to a ½ " rebar set for a corner, being on the South West corner of said Tract 167, being on the North West corner of said Tract 29D, and being on the East boundary line of said Tract 169, a found ½" rebar bears N 38° 20' 58" E a distance of 3.43 feet.

THENCE N 1° 31' 26" W along the West boundary line of said Tract 167, and the East boundary line of said Tract 169 a distance of 1571.55 feet to a point in a creek for a corner, being on the South boundary line of the Louisiana Arkansas Rail Road now owned by The Kansas City Southern Railway, being on the North East corner of said Tract 169, and being on the North West corner of said Tract 167, a set ½" rebar bears S 1° 31' 26" E a distance of 16.77 feet;

THENCE N 42° 40' 39" W, crossing said rail road, a distance of 179.35 feet to a found ½" rebar for a corner, being on the South West corner of said Tract 167A, being on the South East corner of said Tract 169A, and being on the North boundary line of said Louisiana Arkansas Rail Road now owned by The Kansas City Southern Railway, a found 5/8" rebar marked with a "Longview Surveying" cap bears N 3° 14' 47" E a distance of 1.77 feet;

THENCE N 1° 19' 06" W, along the West boundary line of said Tract 167A, and the East boundary line of said Tract 169A a distance of 1056.13 feet to a ½" rebar set for a corner, being on the North West corner of said Tract 167A, being on the North East corner of said Tract 169A, and being on the South boundary line of said Tract 174A;

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THENCE N 88° 29' 33" E along the North boundary line of said Tract 167A, and the South boundary line of said Tract 174A and Tract 174E a distance of 903.99 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, being on the South East corner of said Tract 174E, and being on the South West corner of said Tract 174;

THENCE N 4° 50' 32" E along the East boundary line of said Tract 174E, and the West boundary line of said Tract 174 a distance of 1034.10 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 9° 47' 50" E along the East boundary line of said Tract 174E, and the West boundary line of said Tract 174 a distance of 116.75 feet to a found ½" rebar marked with a "CBG 5569" cap for a corner, being on the North East corner of said Tract 174E, and being on the South East corner of said Tract 174D;

THENCE N 10° 23' 29" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 82.83 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 74° 43' 13" E along the South boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 133.02 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 25° 18' 02" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 205.25 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 33° 56' 46" W along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 315.58 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 17° 59' 57" E along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 85.87 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 75° 40' 04" E along the South boundary line of said Tract 174D, and the North boundary line of said Tract 174 a distance of 185.91 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 0° 44' 41" W along the East boundary line of said Tract 174D, and the West boundary line of said Tract 174 a distance of 219.81 feet to a found ½" rebar marked with a "CBG 5569" cap for a corner, being on the North East corner of said Tract 174D, and being on the South East corner of said Tract 174C;

THENCE N 0° 40' 02" W along the East boundary line of said Tract 174C, and the West boundary line of said Tract 174 a distance of 330.76 feet to a found 5/8" rebar marked with a "Longview Surveying" cap, for a corner;

THENCE N 24° 57' 30" W along the East boundary line of said Tract 174C, and the West boundary line of said Tract 174 a distance of 116.17 feet to a found 2 5/8" iron fence post pipe for a corner, being on the North East corner of said Tract 174C, being on the North West corner of said Tract 174, and being on the South boundary line of said Tract 175, a found ½" rebar marked with a "CBG 5569" cap bears S 46° 01' 07" E a distance of 2.31 feet;

THENCE N 89° 49' 28" E along the North boundary line of said Tract 174, and the South boundary line of said Tract 175 a distance of 1026.75 feet to a found 3/8" rebar for a corner, being on the North East corner of said Tract 174, being on the South East corner of said Tract 175, and being on the West boundary line of said Tract 1AA;

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THENCE S 4° 09' 57" E along the East boundary line of said Tract 174, and the West boundary line of said Tract 1AA a distance of 194.50 feet to a found 3/8" rebar for a corner, being on the South West corner of said Tract 1AA, and being on the North West corner of said Tract 1;

THENCE N 88° 42' 07" E along the South boundary line of said Tract 1AA, and the North boundary line of said Tract 1 a distance of 948.37 to the PLACE OF BEGINNING and containing 4892.398 acres of land for Annexation of which 15.590 acres lies in bound of said rail road, and of which 19.217 acre lies in the bounds of FM Hwy. 1870, leaving a net acreage of 4857.591 acres of land to Annex.

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John Cooper R.P.L.S. #5226 Firm # 10016200

SAVE & EXCEPT
FIELD NOTES FOR 19.217 ACRE TRACT
IN F. M. Hwy. 1870 right-of-way
AREA 171, TRAC T 182
LUMINANT MINING
L. H. McCORKLE SURVEY A-675
WOODWARD RONE SURVEY A-813
W. S. HARPER SURVEY A-427
THOMAS TOBAR SURVEY A-953
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the L. H. McCorkle Survey A-675, Woodward Rone Survey A-813, W. S. Harper Survey A-427, and Thomas Tobar Survey A-953, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all of that certain 19.217 acre tract located within the current right of way of FM Hwy. 1870 known as Tract 182, and being more particularly described as follows;

BEGINNING at a ½" rebar found on the North East corner of a 34.45 acre tract known as Tract 42, being on the South boundary line of the Missouri, Kansas & Texas Rail Road, now owned by the Kansas City Southern Railway, and being on the West boundary line of FM Hwy. 1870;

THENCE S 63° 29' 38" E, crossing FM Hwy. 1870, along the South boundary line of said rail road a distance of 120 feet to a 1/2" rebar set for a corner, being on the East boundary line of said FM Hwy. 1870, being on the North boundary line of CR 2319 and being on the North West Corner of the remainder of a 2 acre tract, known as Tract 140A, described in a deed to Phillip Ross and wife Glenda Ross, dated May 19, 1978, recorded in Vol. 389, page 441, Deed Records;

Along the East boundary line of said FM Hwy. 1870 and the West boundary line of Tracts 140A, 139, 142, 136, 138, 137, 133, 135, 47, 46A, 46, 59, 154, 62, and 69;

THENCE S 26° 30' 14" W a distance of 599.60 feet along the East boundary line of said FM Hwy. 1870 to a ½" rebar set on Hwy. P. T. Sta. 98+37.6;

THENCE along the East boundary line of said FM Hwy. 1870 on a curve to the left in a Southerly direction, whose Long chord is S 12° 16' 18" W a distance of 1372.68 feet and whose radius is 2804.79 feet with a tangent distance of 707.86 feet and whose central angle for this is 28° 19' 43" an arc distance of 1386.76 feet to a 1/2" rebar set on Hwy. P. C. Sta. 84+35.9;

THENCE S 1° 28' 25" E a distance of 1224.40 feet to a ½" rebar set on Hwy. P. I. Sta. 72+11.5;

THENCE S 1° 54' 40" E a distance of 1886.36 feet to a ½" rebar set on Hwy. P. I. Sta. 53+28;

THENCE S 1° 59' 56" E a distance of 1852.58 feet to a ½" rebar set on Hwy. P. I. Sta. 34+56, being on the South West corner of said Tract 69 and being on the North West corner of said Tract 145;

THENCE S 88° 50' 33" W, crossing said F. M. Hwy. 1870, a distance of 120.00 feet to a ½" rebar set on the West boundary line of said FM Hwy. 1870 for a corner, being on the East boundary line of Tract 80;

Along the West boundary line of said FM Hwy. 1870 and along the East boundary line of said Tracts 80, 68, 58, 58B, 58A, 44, 41, and Tract 42:

THENCE N 1° 59' 36" W a distance of 1857.64 feet to a ½" rebar set on Hwy. P. I. Sta. 53+28;

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THENCE N 1° 55' 00" W a distance of 1880.65 feet to a ½" rebar set on Hwy. P. I. Sta. 72+11.5;

THENCE N 1° 28' 25" W a distance of 1224.40 feet to a ½" rebar set on Hwy. P. C. Sta. 84+35.9;

THENCE along the West boundary line of said FM Hwy. 1870 on a curve to the right in a Northeasterly direction, whose Long chord is N 12° 16' 54" E a distance of 1430.69 feet and whose radius is 2924.79 feet with a tangent distance of 737.75 feet and whose central angle for this is 28° 18' 51" an arc distance of 1445.36 feet to a 1/2" rebar set on Hwy. P. T. Sta. 98+37.6;

THENCE N 26° 30' 14" E along the West boundary line of said FM Hwy. 1870 a distance of 599.60 feet to the PLACE OF BEGINNING and Containing 19.217 acre of land.

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John Cooper R.P.L.S. #5226 *Firm # 10016200*

SAVE & EXCEPT
FIELD NOTES FOR 15.590 ACRE TRACT
THE KANSAS CITY SOUTHERN
RAILWAY COMPANY
AREA 171, TRACT 182A
LUMINANT MINING
MARIA J. DE LOS SANTOS SURVEY A-146
HOPKINS COUNTY, TEXAS

All that certain tract or parcel of land situated in the Maria J. De Los Santos Coy Survey A-146, located about 4 miles S 45° E from the City of Sulphur Springs, Hopkins County, Texas, being all of that certain 15.590 acres located in the current Kansas City Southern railway right of way and being more particularly described as follows;

BEGINNING at a ½" rebar set found on the North boundary line of Louisiana Arkansas Rail Road now owned by The Kansas Southern railway called Tract 182A, being on the South West corner of Tract 167A and the South East corner of Tract 169A;

Along the North right-of-way of the said rail road and the South boundary line of Tracts 167A, 3B, 4, and 8 as follows:

THENCE S 76° 49' 18" E along the North boundary line of said rail road a distance of 3666.62 feet to a ½" rebar set for a corner;

THENCE along the North boundary line of said rail road on a curve to the right in a South Easterly direction, whose Long chord is S 75° 28' 56" E a distance of 346.40 feet and whose radius is 3819.72 feet with a tangent distance of 173.38 feet and whose central angle for this is 5° 11' 52" an arc distance of 346.52 feet to a 1/2" rebar set for a corner;

THENCE S 73° 09' 09" E along the North boundary line of said rail road a distance of 2842.48 feet to a ½" rebar set for a corner, being on the Center of CR 2306;

THENCE S 15° 05' 59" W, crossing said rail road, a distance of 100.00 feet to a ½" rebar set for a Corner, being on the South boundary line of said rail road;

Along the South boundary line of said rail road and the North boundary line of Tracts 31, 28, 26, and 167 as follows;

THENCE N 73° 09' 13" W along the South boundary line of said rail road a distance of 2845.52 feet to a ½" rebar set for a corner;

THENCE along the South boundary line of said rail road on a curve to the left in a North Westerly direction, whose Long chord is N 75° 29' 29" W a distance of 339.97 feet and whose Radius 3719.72 feet with a tangent distance of 170.16 feet and whose central angle for this is 5° 14' 18" an arc distance of 340.08 feet to a 1/2" rebar set for a corner;

THENCE N 76° 49' 56" W along the South boundary line of said rail road a distance of 3518.22 feet to a point in a creek on the Southside of said rail road, a set ½" rebar bears S 1° 31' 26" E a distance of 16.77 feet;

THENCE N 42° 40' 39", crossing the said rail road, a distance of 179.35 feet to the PLACE OF BEGINNING and containing 15.590 acres of land.

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John Cooper R.P.L.S. #5226 *Firm # 10016200*

4892.398 ACRES SURVEYED, OF WHICH 19.217 ACRES LIES IN THE BOUNDS OF SAID FM HWY. 1870 AND 15.590 ACRES LIES IN THE BOUNDS OF SAID RAIL ROAD, LEAVING A NET ACERAGE OF 4857.591 ACRES TO BE ANNEXED.

NOTE: All set ½" rebars are marked with "COOPER LAND SURVEY" caps.

NOTE: Bearings based on the NAD 27 GPS observations.

I, John Cooper, Registered Professional Land Surveyor in the State of Texas certify that this description was prepared from a survey on the ground under my supervision. (plat attached)

DATED: February 15, 2019 **SIGNED:** John Cooper
John Cooper, R.P.L.S. No. 5226

Revised 10-30-2019
For Annexation

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EXHIBIT B

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: Hopkins County Fire Department and Sulphur Springs Fire Department under Agreement with Hopkins County

Services to be Provided: Fire protection will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at Tennessee Street. This area is city owned property and contains no businesses or residents at this time.

POLICE

Existing Services: Hopkins County Sheriff's Office/ City of Sulphur Springs Police Department

Services to be Provided: Currently, the area is under the jurisdiction of the Hopkins County Sheriff's Office. However, upon annexation, the City of Sulphur Springs Police Department will extend patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation. This area is city owned property and contains no businesses or residents at this time.

BUILDING INSPECTION

Existing Services: City of Sulphur Springs Community Development Department

Services to be Provided: The Community Development Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulates building construction within the City of Sulphur Springs.

PLANNING AND ZONING

Existing Services: ETJ Subdivision Ordinance

Services to be Provided: The Community Development Department's responsibility for regulating development and land use through the administration of the City of Sulphur Springs Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Sulphur Springs Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: Sulphur Springs Public Library

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available. However, at this time there are no residents included in this annexation. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: City of Sulphur Springs Community Development Department

Services to be Provided: The City Community Development Department will implement the enforcement of the City of Sulphur Springs health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed. This area is city owned property and contains no businesses or residents at this time.

STREET

Existing Services: City of Sulphur Springs Public Works Department

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation as this is city owned property being annexed. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: City of Sulphur Springs Public Works Department

Services to be Provided: This area is city owned property and contains no businesses or residents at this time. Developers will provide storm water drainage at their own expense and will be inspected by the City Engineer at time of completion. The City will then maintain the drainage upon approval. This service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Sulphur Springs will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: City of Sulphur Springs Public Works and Police Departments

Services to be Provided: The City Public Works Department in conjunction with the Police Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: City of Sulphur Springs Utilities/ Brinker Water Supply Company

Services to be Provided: Brinker Water Supply Company currently provides water service along a portion of FM 1870. Water service to the area will be provided in accordance with the applicable codes and departmental policy. When property develops, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances. This area is city owned property and contains no businesses or residents at this time.

SANITARY SEWER SERVICE

Existing Services: City of Sulphur Springs Utilities

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances. This area is city owned property and contains no businesses or residents at this time.

SOLID WASTE SERVICES

Existing Services: City of Sulphur Springs

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. This area is city owned property and contains no businesses or residents at this time.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Sulphur Springs established policies governing extension of municipal services to newly annexed areas.

FILED AND RECORDED ON

MAR 17, 2020 AT 09:42A

AS A(N) OF RECORD

CLERK NUMBER 20201358 PAGES 28

AMOUNT: 130.00

RECEIPT NUMBER 20001946

BY SRAGAN

STATE OF TEXAS HOPKINS COUNTY, TEX
I hereby certify that this instrument was filed in file number sequence on the date and time stamped hereon by me and was duly recorded in the named records of Hopkins County, Texas.

TRACY SMITH, COUNTY CLERK
HOPKINS COUNTY, TEXAS

File & Return | City of S.S.
201 N Davis S.S. TX 75487

EXHIBIT E

Barnes & Thornburg

2121 N. Pearl Street, Suite 700
Dallas, TX 75201 U.S.A.
(214) 258-4200
Fax: (214) 258-4199

www.btlaw.com

Thomas G. Haskins, Jr.
Partner
214-258-4200
thaskins@btlaw.com

September 30, 2025

VIA CERTIFIED MAIL & E-MAIL

City of Sulphur Springs
125 South Davis Street
Sulphur Springs, TX 75482
Attn: Marc Maxwell
mmaxwell@sulphurspringstx.org

Re: Violation of Restrictive Covenant contained in that certain Special Warranty Deed dated November 22, 2019 and recorded in the Real Property Records of Hopkins County, Texas as No. 2019-5965 (the "Deed")

Mr. Maxwell:

We represent Vistra Corp. ("Vistra"),the parent entity of Luminant Generation Company LLC and Luminant Mining Company LLC ("together, "Luminant"). As you know, in 2019, Luminant and the City of Sulphur Springs (the "City") consummated the transfer of certain real property in Hopkins County (as more particularly set forth in the Deed, the "Property") from Luminant to the City, in accordance with the terms and conditions of a Development Agreement between the parties (the "Property Transfer").

It has recently come to Vistra's attention that the City has engaged in a public-private partnership with MSB Global to develop, construct and operate the "Matrix Data Center Campus," a "3GW hyperscale data center development," on the Property (the "Data Center Project"). The purpose of this letter is to notify you that the construction of the Data Center Project as proposed is in clear violation of the restrictive covenant in the Deed, as further detailed below, and to demand that you immediately cease and desist all development and construction activities regarding the Data Center Project in accordance therewith.

More specifically, the Deed includes the following restrictive covenant language (the "Restrictive Covenant"), which the City knew and understood back in 2019 at the time of execution to be a critical term and condition for Luminant to consummate the Property Transfer:

> **Restrictive Covenant:** Purchaser covenants that the Property will not be used for the commercial production, commercial generation or commercial storage 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. This covenant restricting any use of the Property to commercially generate, produce or store electricity or to otherwise site a power station or energy storage facility, in any form or of any kind, shall be a covenant running with, touching, and encumbering the 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.
>
> 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 restrictive covenant 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.

Since the Property Transfer in 2019, Vistra team members have directed you personally, Mr. Maxwell, to the Restrictive Covenant in multiple discussions as a prohibition on data center development as now proposed with the Data Center Project. You have further been informed in such discussions that Vistra is not amenable to removal of the Restrictive Covenant without substantial compensation.

You can imagine Vistra's surprise, then, when the Data Center Project was announced for the Property without resolution of Vistra's concerns. Indeed, upon review of the site plan publicly available on MSB Global's website, the Data Center Project includes a "1.6 GW POWER PLANT (UNDER CONSTRUCTION)" (the "Data Center Power Plant"). The Data Center Power Plant appears to be in the location previously identified by Luminant as the old shop area within the larger Property. To be clear, **the development, construction and operation of the Data Center Power Plant in the location currently depicted, or anywhere on the Property, directly violates the Restrictive Covenant**. More specifically, the Data Center Power Plant constitutes "*commercial generation*" and/or "*a commercial power station or energy storage facility of any kind*." Note also that the Restrictive Covenant is binding not only on fee title holders, but also "*all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are… users of the Property*."

Vistra demands that you immediately cease and desist all development and construction work related to the Data Center Power Plant, and provide written confirmation of the same via email to me no later than October 7, 2025.

If you choose to ignore this request, Vistra will pursue all remedies available to it at law and in equity.

Your prompt attention to this matter is appreciated.

Best Regards,

BARNES & THORNBURG LLP

Thomas G. Haskins, Jr.

cc: MSB Global Services, LLC
5405 Red cypress Lane
Tamarac, FL 33319
ATTN: Ganna Halvorsen
leasing@msbglobalservices.com