

**INDUSTRIAL DISTRICT AGREEMENT BETWEEN**  
**LA FRONTERA HOLDINGS, LLC AND**  
**THE CITY OF FORNEY, TEXAS**

**THIS INDUSTRIAL DISTRICT AGREEMENT** (“Agreement”) is made and entered into between the City of Forney, Texas, a home rule municipality and municipal corporation of the State of Texas (the “City”), and La Frontera Holdings, LLC, a Delaware limited liability company (the “Company”). The Company and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Section 42.044 of the Texas Local Government Code (“LGC”), authorizes a municipality to designate any part of its extraterritorial jurisdiction (“ETJ”) as an industrial district, to treat the designated area in a manner considered by the governing body to be in the best interests of the municipality, and to make written contracts with owners of land in the industrial district; and

**WHEREAS**, Section 42.044 of the LGC provides that an industrial district agreement may guarantee the continuation of the ETJ status of the industrial district and its immunity from annexation by the municipality for a period not to exceed 15 years, and it may contain such other lawful terms and considerations that the parties agree to be reasonable, appropriate and not unduly restrictive of business activities, and provides that the parties may renew and/or extend an industrial district contract for successive periods not to exceed 15 years each; and

**WHEREAS**, the Company owns the real property described on Exhibit “A” (as further described in Section 2.1) attached to this Agreement and made a part hereof (the “Site”) and the electric generating station and other equipment and facilities located thereon (the “Facility”); and

**WHEREAS**, the Site and Facility are the subject of an existing Industrial District Agreement between the City and FPLE Forney, LLC (which merged into the Company) dated June 25, 2014, the validity and enforceability of which were disputed by City in 2016 and resulted in the Parties entering into successful settlement negotiations, the terms of which settlement are embodied in the provisions of this Agreement; and

**WHEREAS**, to encourage the growth and development of industrial facilities and promote economic development at the Site, the City desires to enter into an agreement within the Company to designate the Site as an industrial district as defined in LGC Section 42.044; and

**WHEREAS**, the City, by and through its governing body and in the exercise of its discretion, and for the specific advantage and financial benefit of the municipal corporation and the inhabitants within the corporate limits of the City, wishes to enter into this private Agreement with the Company in the exercise of the municipality’s proprietary function, to treat the Site and Facility in a manner that is considered by the governing body to be in the best interests of the City; and

**WHEREAS**, the Company desires to contract with the City, on behalf of the Company and its affiliates, successors, and assigns, to guarantee the continued extraterritorial status of the Site and the continued immunity from annexation for the period of time set forth in this Agreement; and

**WHEREAS**, pursuant to the provisions of Section 42.044 of the LGC, the Company and the City enter into this Industrial District Agreement with respect to the Site and Facility and it is the mutual desire of the Parties to adopt this Agreement and adopt a city ordinance designating the Site as an industrial district as defined in Section 42.044 of the LGC; and

**WHEREAS**, the Parties hereby intend to provide for and expressly contract to provide for the continuation of the ETJ status of the Site and its continued immunity from annexation under the terms set forth in this Agreement, and the Parties expressly acknowledge and agree that this Agreement is in conformance with and expressly authorized by Section 42.044 of the LGC; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

#### **ARTICLE I** **DESIGNATION OF INDUSTRIAL DISTRICT**

Section 1.1. Acting pursuant to the above mentioned authority, the City Council of the City has by ordinance, designated the Site described in Exhibit "A" (as further described in Section 2.1) as an industrial district as defined in Section 42.044 of the LGC, the same to be known as Forney Industrial District No. 1 (referred to herein as the "Industrial District").

#### **ARTICLE II** **INDUSTRIAL DISTRICT STATUS / ANNEXATION**

Section 2.1. The Parties agree that the entirety of the Site comprising the Industrial District, including without limitation the Facility, shall remain an industrial district within the meaning of LGC Section 42.044 throughout the Term of this Agreement. The City covenants and agrees that the referenced ordinance establishing the Forney Industrial District No. 1 will remain in effect as adopted, including, without limitation, the description of the land and property set forth in Exhibit "A," throughout the entire Term of this Agreement, subject to any default of this Agreement by the Company for non-payment of any payments in lieu of taxes during the Term of the Agreement. The Parties agree that the description of the land and property as set forth in Exhibit "A," will be subject to further verification by the Parties and that the Parties will, if necessary, supplement this Agreement with an agreed and corrected Exhibit "A" within three (3) months after the Effective Date.

Section 2.2. The City affirms that it has taken all action necessary to properly rescind the disputed annexation the City initiated in 2016 with respect to the Site.

Section 2.3. The City agrees that it will not annex any portion of the Site and the Site will be immune from annexation until an agreed annexation is completed by the City in 2022, placing the Site on the City's tax rolls effective on, and in no event any earlier than, January 1, 2023 with the first bill for City taxes to be paid as set forth in Section 4.5.

Section 2.4. By executing this Agreement, the City represents and warrants that all approvals, actions, and other prerequisites necessary to enter into a legally valid and binding industrial district agreement in conformance with all applicable laws, regulations, rules, and procedural requirements have been satisfied, and that this Agreement is fully enforceable according to its terms. The City acknowledges and agrees that it will not, and is without the legal right or authority to, unilaterally declare this Agreement to be invalid or unenforceable, and any such declaration shall be without legal force or effect.

### **ARTICLE III** **MUNICIPAL SERVICES**

Section 3.1. The City agrees it will provide all water and wastewater services to the Site, subject to the following conditions:

(a) The Company shall pay the City for potable water and wastewater services at the same rates applicable to other commercial and industrial customers of the City.

(b) The City agrees to read the meters for water and wastewater services, to submit invoices for such services to the Company, and to provide notices and other customer services relating to such services in accordance with the standard procedures applicable to other commercial and industrial customers of the City.

(c) The Company shall acquire, if required, and maintain in full force and effect, throughout the Term of this Agreement, the appropriate Texas Pollution Discharge Elimination System ("TPDES") permit for wastewater discharge as issued by the Texas Commission on Environmental Quality (the "TCEQ"). The Company shall indemnify, defend, save and hold harmless, the City, its successors and assigns, from and against any and all claims, liens, lawsuits or judgments, and all damages, losses, lost profits, costs (including, without limitation, settlement and curative costs) and expenses associated therewith specifically arising out of the Company's actions in any way related to the TPDES permit. The Company shall, within ten (10) business days following receipt of any written notice of enforcement ("NOE") from the TCEQ regarding the TPDES permit for the Site, provide written notification of such NOE to the City together with a copy of the TCEQ correspondence and accompanying documentation.

(d) This Agreement shall not operate to negate or otherwise amend or modify the rights and obligations of any party under or with respect to that certain Reclaimed Water Service and Wastewater Return Agreement entered into between the City and FPLE Forney LLC on or about October 19, 1999, as subsequently amended, and that certain Reclaimed Water Service and Wastewater Return Agreement entered into between the City and the City of Garland on or about October 20, 1999, as subsequently amended (collectively, the

“Water/Wastewater Agreements”), which such Water/Wastewater Agreements shall continue in full force and effect in accordance with the terms of such agreements.

Section 3.2. In addition to the services described in Section 3.1(a), the City shall provide to the Site the same City services provided to other commercial and industrial facilities. Such services shall include without limitation, police protection, fire protection, solid waste removal services, and emergency services. In the event the City is precluded by law from providing police protection to the Site prior to the agreed annexation of the Site, the City’s obligation to provide police protection shall be limited to exercising its best efforts to obtain an interlocal agreement with the County to provide such services to the Site.

**ARTICLE IV**  
**PAYMENTS IN LIEU OF TAXES AND OTHER PAYMENTS**

Section 4.1. In consideration of the services described herein, as well as the other consideration provided under this Agreement, and in lieu of any taxes that the City might otherwise be entitled to levy, the Company will pay the City an annual payment as set forth in the table and under the terms below:

CALENDAR YEAR	PAYMENT AMOUNT	PAYMENT DATE
2016	\$2,630,000	10/31/2016
2017	\$2,530,000	1/31/2017
2018	\$2,530,000	1/31/2018
2019	\$2,280,000	1/31/2019
2020	\$2,280,000	1/31/2020
2021	\$2,280,000	1/31/2021
2022	\$2,280,000	1/31/2022

Section 4.2. The Company shall make the 2016 payment in lieu of taxes no earlier than October 31, 2016.

Section 4.3. For annual Section 4.1 payments beginning in the calendar year 2017 and ending in the calendar year 2022, the City shall provide an invoice to the Company for the annual payment in lieu of taxes no later than sixty days prior to the payment date referenced in Section 4.1 above. Notwithstanding anything in this Agreement to the contrary or otherwise, the annual payment in lieu of taxes shall not be due in any year in which property taxes are levied by the City against the Site or if the City annexes the Site prior to the agreed annexation to become effective for the tax year 2023.

Section 4.4. In addition to the above Section 4.1 payments in lieu of taxes, the Company shall make a one-time contribution of \$400,000 to the City to be used by the City in its discretion specifically for community betterment projects. This one-time contribution will be made on or before December 31, 2016 at a presentation ceremony to be held during a City Council meeting at a mutually acceptable time. The City will provide notification to the Company of the specific community betterment project(s) to which the contribution will be

applied and will invite the Company to participate in a ribbon cutting or other appropriate dedication ceremony to be held at a mutually acceptable time.

Section 4.5. As set forth hereinabove, the initial payment of property taxes will occur for tax year 2023. That payment will be structured as follows:

(a) By January 31, 2023, the Company will make an “advance payment” of taxes to the City toward the payment for tax year 2023 that otherwise would have been due no later than January 31, 2024.

(b) The “advance payment” will be in an amount equal to fifty percent (50%) of the amount of property taxes that would have been due if the Site had been located inside the incorporated boundaries of the City as of January 1, 2022.

(c) The “advance payment” will be credited toward the amount of property taxes that are ultimately determined to be due for tax year 2023 based on the valuation of the Site as of January 1, 2023, which would be reflected in the tax bill for the Site issued in October 2023.

(d) No later than January 31, 2024, the Company will pay the remainder of the property taxes that are required by applicable law to be paid with respect to the Site by such date for tax year 2023 (i.e., an amount equal to (i) the amount of property taxes that are otherwise required to be paid with respect to the Site by January 31, 2024 minus (ii) the “advance payment” paid in January 2023).

## **ARTICLE V**

### **REQUIREMENTS RELATING TO THE SITE**

Section 5.1. With respect to the Site, the Company will comply with all applicable local, state and federal rules and regulations and, on behalf of the Site and the Facility, will obtain and maintain all required permits and approvals subject to applicable variances and exceptions that may be available under this Agreement or otherwise.

Section 5.2. Except for the maintenance and operation of the Facility and associated activities, the Site will not be used for an industrial park.

Section 5.3. The Facility will use natural gas as fuel. The Facility will not use fuel oil as fuel to generate electricity except and only with respect to operating the Facility’s emergency diesel generator, black start generators (as applicable), and fire pump.

Section 5.4. The Facility has installed and is maintaining sufficient noise abatement equipment and/or measures to comply with the City’s Zoning Ordinance, as amended, and will continue to properly maintain such equipment and/or measures. The Facility’s turbine generators are, and will continue to be, enclosed in a building.

Section 5.5. Without limiting the Company’s rights herein, prior to the agreed annexation as specified herein, the Facility will continue to comply with the City’s zoning requirements for Heavy Industrial development and with any other applicable sections of the

City's Zoning Ordinance, all as in the form in which they were in effect on June 24, 1999. Subsequent to the agreed annexation as specified herein, the Facility will comply with all applicable zoning ordinances, including the provisions allowing continued utilization, operation and occupation of any nonconforming use, platted lot or structure that was in existence at the time of such annexation, was a legal use of the land at such time, and has been in regular and continuous use since that time, and any permissible exceptions, waivers or variances under the regulations.

Section 5.6. The Facility is equipped with a Continuous Emissions Monitoring System ("CEMS") that measures nitrogen oxides (NOx) and carbon monoxide (CO). CEMS data is reported to the U.S. Environmental Protection Agency ("EPA") on a quarterly basis and is available for review via EPA's Clean Air Markets Division public website. The Company shall provide assistance to City personnel in accessing the EPA data upon written request.

Section 5.7. The Company will maintain the Site's landscaping in such a manner as to blend the Facility in with its natural background. Without limiting the ability of the Company to change the current landscaping, the City and the Company agree that the landscaping in place as of the date of this Agreement satisfies the requirement.

Section 5.8. To the extent this Agreement specifically requires the Company or the Site to comply with zoning ordinances or other City regulations which, in the absence of this Agreement, would not be applicable to the Site as a result of its location outside city limits (the "City Regulations") the Company's obligation, through the date of annexation of the Site, shall apply only to the City Regulations in the form in which they were in effect on June 24, 1999, and shall not apply to amendments to such City Regulations adopted after said date.

Section 5.9. The Company's obligation to comply with the City Regulations shall apply only to regulations that are otherwise valid. The Company shall not be precluded from asserting the invalidity of any regulations in defense of its refusal, in good faith, to comply with same, or in any suit or proceeding, except that the Company agrees to waive any objection to the application of the City Regulations based solely on such application to a property outside the city limits.

Section 5.10. The Company shall not be precluded from utilizing any applicable exceptions contained in the City Regulations or from seeking any applicable waivers or variances permitted by the City Regulations.

Section 5.11. The City Regulations or other regulations applied by the City to the Site shall not be construed to apply or applied in a manner that would prohibit maintenance, or operation of electric generating facilities and associated equipment (including transmission facilities) at the Site, it being the intent of this Agreement to provide for the reasonable regulation of the Site consistent with its development as an electric generating facility.

## **ARTICLE VI**

### **CITY FUNDING OBLIGATIONS**

Section 6.1. To the extent (if any) that this Agreement would obligate the City to make a payment or make an expenditure that would otherwise constitute a debt under the Texas

Constitution, the obligation shall be payable solely from revenues received by the City from the sale of water and wastewater utility services to the Site or from funds to be paid by the Company under this Agreement, it being the intention of the Parties that no obligation of the City in this Agreement shall constitute a debt of the City within the meaning of Article XI, Section 5 or 7 of the Texas Constitution.

## **ARTICLE VII**

### **TERM**

Section 7.1. This Agreement shall be effective on the date of execution by the last Party and shall continue through December 31, 2022 (the "Term") unless terminated in accordance with Article VIII.

Section 7.2. Provided that the Parties have complied with their respective obligations under this Agreement, beginning in 2022, the Parties will work in good faith to finalize an agreed annexation of the Site to be completed by December 31, 2022, so that the Site is on the City's tax rolls effective as of, but in no event any earlier than, January 1, 2023.

## **ARTICLE VIII**

### **TERMINATION / REMEDIES / WAIVER OF IMMUNITY**

Section 8.1. In the event the Company fails or refuses to comply with the terms of this Agreement, the City may elect to bring suit to recover any sum of money due hereunder or may, subject to Section 8.2, take any other action available at law or in equity.

Section 8.2. The City may terminate or seek cancellation of this Agreement prior to the end of the Term in the event the Company breaches this Agreement by failing to pay, when due, charges for water or wastewater service provided under this Agreement, any payments in lieu of taxes due under Section 4.1 of this Agreement, or the one-time contribution due under Section 4.4 of this Agreement.

Section 8.3. Prior to termination of the Agreement under Section 8.2, the City shall provide to the Company at least ninety (90) days' notice of termination and an opportunity to cure the breach within such period.

Section 8.4. The Company may terminate this Agreement prior to the end of the Term by providing to the City at least ninety (90) days' notice of termination and by paying to the City all amounts due to the City under this Agreement for the period prior to and including the date of termination.

Section 8.5. In the event the City initiates annexation proceedings prior to the agreed annexation to be completed by December 31, 2022 that would become effective for the tax year 2023, the City shall fully refund to the Company (i) the payment in lieu of taxes paid under Section 4.1 above for the calendar year in which premature annexation proceedings are initiated and (ii) the \$400,000 contribution paid under Section 4.4 above, all within 30 days of initiating any such premature annexation proceedings. The refunds required by this Section 8.5 are not intended as exclusive remedies, and the City shall also be subject to all legal and

equitable relief to which the Company and its affiliates, successors, and assigns may be entitled.

Section 8.6. In the event the City seeks to annex any portion of the Site, declare this Agreement invalid prior to the end of the Term of this Agreement, and/or otherwise take any action in derogation of this Agreement, the City agrees, except only as otherwise stated in this Agreement or upon default of the Agreement by the Company for nonpayment of payment in lieu of taxes during the Term of the Agreement, that it is not entitled to and will not assert a governmental immunity defense in any action taken by the Company to halt any premature annexation or claim by the City of the invalidity of the Agreement, given that the City entered into this Agreement pursuant to its proprietary function.

Section 8.7. In the event the City seeks to annex any portion of the Site and/or declare this Agreement invalid prior to the end of the Term of this Agreement, the City agrees, except only as otherwise stated in this Agreement or upon default of the Agreement by the Company for nonpayment of payment in lieu of taxes during the Term of the Agreement, to pay the attorneys' fees and costs of the Company should the Company prevail in any action to halt the premature annexation of the Site or in any claim or defense by the City challenging the validity of this Agreement.

Section 8.8. The City agrees to waive and relinquish to the maximum extent permitted by law any immunity defense or grounds that it might otherwise be entitled to assert in connection with any action, proceeding, or suit for the breach, interpretation, enforcement, or declaration of rights under this Agreement.

## **ARTICLE IX** **ASSIGNMENT**

Section 9.1. This Agreement and the covenants and obligations set forth herein shall be considered to constitute covenants running with the land and shall extend to any person, company, or other entity to which the Site may be subsequently transferred, leased or conveyed.

Section 9.2. Subject to the remaining provisions of this Section 9.2, and subject to Section 9.3, the Company may not assign this Agreement to any other entity without obtaining the prior consent of the City, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Company shall be entitled to assign this Agreement and its rights herein to any of the Company's affiliates that has a direct or indirect interest in the Site and/or the Facility or to any person or entity obtaining an ownership interest in the Site and/or the Facility or to which the Site and/or the Facility is transferred, leased, or conveyed. In addition, the City consents to the granting of a security interest in and an assignment by the Company of this Agreement and its rights herein to any financial institution or other lender, its successors, assigns, and designees (the "Lender") in connection with any financing or refinancing related to the development, construction, operation or maintenance of the Site or the Facility. In furtherance of the foregoing, the City acknowledges that the Lender may under certain circumstances assume the interests, rights and obligations of the Company under this Agreement.



Section 9.3. The City acknowledges that the Lender may under certain circumstances foreclose upon and sell; or cause the Company to sell or lease the Site and/or the Facility and call any new lessee or purchaser of the Site and/or the Facility to assume all of the interests, rights and obligations of the Company arising under this Agreement. In such event, the City agrees to the assignment by the Company or the Lender of this Agreement and its rights herein to such purchaser or lessee and, provided that all amounts due at that time under this Agreement are fully paid, shall release the Lender from all obligations hereunder upon any such assignment.

## **ARTICLE X** **SEVERABILITY**

Section 10.1. The provisions of this Agreement are severable and if for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Agreement.

Section 10.2. In the event any provision of this Agreement is judicially declared invalid, illegal, or unenforceable, the Parties shall, upon the request of either Party, promptly negotiate in good faith a new provision to eliminate the invalidity and to restore this Agreement as nearly as possible to its original intent and effect. In the event agreement cannot be reached in such renegotiation, and in the absence of judicial reformation of the Agreement, this Agreement shall continue in force and effect as if it had been executed without the invalid provision.

## **ARTICLE XI** **NOTICES**

Section 11.1. Notices given under this Agreement shall be in writing and are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to the **City**:

City of Forney  
Attention: City Manager  
Forney City Hall  
101 E. Main Street  
Forney, Texas 75126

(b) If to the **Company**:

La Frontera Holdings, LLC  
Attention: General Counsel  
1601 Bryan Street  
Dallas, Texas 75201

Section 11.2. The names, titles, and addresses of either Party in Section 11.1 may be changed by written notification to the other.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

Section 12.1. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes any prior understanding or written or oral agreements concerning same, including, but not limited to that certain Industrial District Agreement by and between the City and FPLE Forney, LLC, dated as of June 25, 2014.

**ARTICLE XIII**  
**GOVERNING LAW**

Section 13.1. This Agreement, and the rights and obligations of the Parties under or pursuant to this Agreement, shall be governed by the laws of the State of Texas.

**ARTICLE XIV**  
**HEADINGS AND RECITALS**

Section 14.1. Headings used in this Agreement are for convenient reference only and shall not be used for purposes of any construction, interpretation, or enforcement of the Agreement.

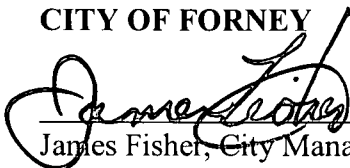
Section 14.2. All terms of this Agreement, including, but not limited to those contained in the "Recitals" section of the Agreement, are contractual and not mere recitals.

**ARTICLE XV**  
**COUNTERPARTS**

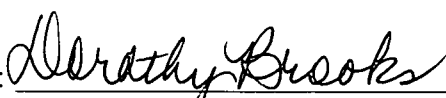
Section 15.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused the Agreement to be duly executed, the effective date of which will be the last date of execution by the Parties.

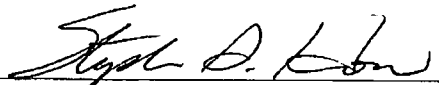
**CITY OF FORNEY**

  
James Fisher, City Manager

Date: Sept. 7, 2016

Attest:   
Dorothy Brooks, City Secretary

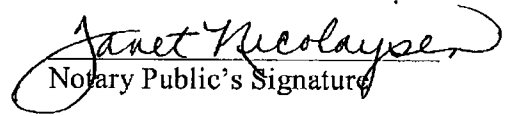
LA FRONTERA HOLDINGS, LLC

By:   
Name: Stephen G. Horn  
Title: Senior Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                 §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen G. Horn, Senior Vice President of La Frontera Holdings, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of September 2016.

  
Notary Public's Signature

(Personalized Seal)



**LA FRONTERA HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Stephen G. Horn  
Title: Senior Vice President

THE STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS                   §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen G. Horn, Senior Vice President of La Frontera Holdings, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public's Signature

(Personalized Seal)

## EXHIBIT "A"

### **Site Description for Forney Industrial District No. 1**

Being a 76.01 acre (3,313,632 square feet) tract located in the John Gregg Survey, Abstract No. 171, Kaufman County, Texas, and being the called 39.322 acre tract as conveyed to F P L E Forney LP as recorded in Volume 1363, Pg. 802 of the Deed Records Kaufman County Texas, being the called 8.66 acre tract as conveyed to F P L E Forney LP as recorded in Volume 1694, Pg. 153 of the Deed Records Kaufman County Texas, being the called 10.00 acre tract as conveyed to F P L E Forney LP as recorded in Volume 1694, Pg. 159 of the Deed Records Kaufman County Texas, being the 15.293 acre tract as conveyed to F P L E Forney LP as recorded in Volume 1363, Pg. 802 of the Deed Records Kaufman County Texas, being 2.796 acres of the called 5.14 acre tract as conveyed to Oncor Electric Delivery Company as recorded in Volume 1920, Pg. 253 of the Deed Records Kaufman County Texas, and being more particularly described as follows:

**BEGINNING** at the intersection of the current west City Limit Line of Forney, Texas and the northwest line of the Texas & Pacific Railroad (a 100-foot width right-of-way at this point) also being the south corner of a 35.89 acre tract as conveyed to Texas Power and Light Company recorded in Volume 461, Page 157 Deed Records Kaufman County Texas;

**THENCE** S 52° 07' 36" W along said northwest line, a distance of 425.71 feet to the south corner of said 39.322 acre tract and a point for corner;

**THENCE** N 46° 38' 34" W along said 39.322 tract, a distance of 656.81 feet to a point for corner;

**THENCE** N 33° 11' 15" E continuing along said 39.322 acre tract, a distance of 358.58 feet to point for corner;

**THENCE** N 17° 54' 42" W continuing along said 39.322 acre tract, a distance of 336.47 feet to a point for corner;

**THENCE** N 00° 04' 45" W continuing along said 39.322 acre tract, a distance of 141.56 feet to the south corner of said 8.66 acre tract and a point for corner;

**THENCE** N 08° 32' 38" W along said 8.66 acre and 10.00 acre tracts, a distance of 975.25 feet to a point for corner;

**THENCE** N 47° 52' 48" W continuing along said 10.00 acre tract, a distance of 634.35 feet to a point for corner;

**THENCE** N 40° 08' 38" E continuing along said 10.00 acre tract, a distance of 340.35 feet to a point for corner;

**THENCE** S 47° 56' 21" E continuing along said 10.00 acre and 8.66 acre tracts, a distance of 1345.32 feet to a point for corner in Buffalo Creek;

**THENCE** N 52° 35' 15" E along Buffalo Creek, a distance of 96.58 feet to a point for corner;

**THENCE** N 48° 25' 15" E continuing along said creek, a distance of 251.54 feet to a point for corner;

**THENCE** N 21° 02' 15" E continuing along said creek, a distance of 85.00 feet to a point for corner;

**THENCE** N 69° 12' 45" W continuing along said creek, a distance of 132.00 feet to a point for corner;

**THENCE** N 40° 39' 14" W continuing along said creek, a distance of 115.60 feet to a point for corner in the southwest line of said 5.14 acre tract;

**THENCE** N 20° 50' 11" W, a distance of 254.07 feet to a point for corner in the northeast line of said 5.14 acre tract;

**THENCE** N 22° 45' 12" E along the 15.293 acre tract, a distance of 605.62 feet to a point for corner;

**THENCE** N 36° 10' 04" W continuing along said 15.293 acre tract, a distance of 153.08 feet to a point for corner;

**THENCE** N 53° 20' 42" E continuing along said 15.293 acre tract, a distance of 141.63 feet to a point for corner being the north corner of said 15.293 acre tract;

**THENCE** S 44° 16' 14" E passing a corner of City of Forney City Limits at 220.87 feet and continuing along the common said city limit line and the southwest line of a 54.755 acre tract as conveyed to F P L E Forney LP, recorded in Volume 1700, Page 132 Deed Records Kaufman County Texas (formally Max Scheid tract Volume 199, Page 611), a total distance of 1192.15 feet to a point for corner at the north corner of said 35.89 acre Texas Power and Light Company tract;

**THENCE** S 23° 07' 15" W continuing along the common said city limits line and the northwest line of said Texas Power and Light Company tract, a distance of 2490.14 feet to the **POINT OF BEGINNING** and containing 76.071 acres, more or less.

