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May 22, 2014

Jenny Hicks  
Michelle Luera  
Economic Development and Analysis Division  
Texas Comptroller of Public Accounts  
111 E. 17th St.  
Austin, TX 78774

*Via Email and Federal Express*

Re: 313 Application – Grandview Wind Farm II, LLC

Dear Jenny and Michelle:

Enclosed please find an application with attachments for appraised value limitation on qualified property submitted to Grandview-Hopkins ISD by Grandview Wind Farm II, LLC, submitted to the District on May 13, 2014. A CD containing these documents is also enclosed.

The Grandview-Hopkins ISD Board elected to accept the application, and the application was determined to be complete on May 21, 2014. We ask that the Comptroller's Office prepare the economic impact report for this development.

A copy of the application will also be submitted to the Gray County Appraisal District in accordance with 34 Tex. Admin. Code §9.1054. Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Audie Sciumbato", with a stylized flourish at the end.

Audie Sciumbato, PhD

Enclosures  
GPJ7TD440D2TSH

cc: Chief Appraiser, Gray County Appraisal District  
Makell Matney, Sr. Development Manager, EON



# Application for Appraised Value Limitation on Qualified Property

## (Tax Code, Chapter 313, Subchapter B or C)

Economic Development  
and Analysis  
**Form 50-296-A**

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/). There are links on this Web page to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

### SECTION 1: School District Information

#### 1. Authorized School District Representative

5/13/2014

Date Application Received by District

Bryan

First Name

Hanna

Last Name

Superintendent

Title

Grandview-Hopkins ISD

School District Name

11676 FM 293

Street Address

Mailing Address

Groom

City

806-669-3831

Phone Number

TX

State

806-669-3044

Fax Number

79039

ZIP

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? ..... ☒ Yes ☐ No

The Economic Development and Analysis Division at the Texas Comptroller of Public Accounts provides information and resources for taxpayers and local taxing entities.

For more information, visit our website:  
[www.TexasAhead.org/tax\\_programs/chapter313/](http://www.TexasAhead.org/tax_programs/chapter313/)  
50-296-A • 02-14/1

## SECTION 1: School District Information *(continued)*

### 3. Authorized School District Consultant *(If Applicable)*

Fred	Stormer
First Name	Last Name
Attorney	
Title	
Underwood Attorneys at Law	
Firm Name	
806-379-0306	806-379-0316
Phone Number	Fax Number
	fred.stormer@uwlaw.com
Mobile Number <i>(optional)</i>	Email Address

4. On what date did the district determine this application complete? ..... 5/21/2014
5. Has the district determined that the electronic copy and hard copy are identical? ..... ☒ Yes ☐ No

## SECTION 2: Applicant Information

### 1. Authorized Company Representative *(Applicant)*

Paul	Bowman	
First Name	Last Name	
Sr. VP Development	EON	
Title	Organization	
701 Brazos Street, Ste. 1400		
Street Address		
Mailing Address		
City	State	78701
Austin	TX	ZIP
Phone Number	Fax Number	
512-482-4027	512-494-9581	
Mobile Number <i>(optional)</i>	Business Email Address	

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? ..... ☒ Yes ☐ No

2a. If yes, please fill out contact information for that person.

Makell	Matney	
First Name	Last Name	
Sr. Development Manager	EON	
Title	Organization	
701 Brazos Street, Ste. 1400		
Street Address		
Mailing Address		
Austin	TX	78701
City	State	ZIP
512-482-4067	512-494-9581	
Phone Number	Fax Number	
512-658-9767	makell.matney@eon.com	
Mobile Number <i>(optional)</i>	Business Email Address	

3. Does the applicant authorize the consultant to provide and obtain information related to this application? ..... ☐ Yes ☒ No

**SECTION 2: Applicant Information (continued)****4. Authorized Company Consultant (If Applicable)**

NA

First Name

Last Name

Title

Firm Name

Phone Number

Fax Number

Business Email Address

**SECTION 3: Fees and Payments**

1. Has an application fee been paid to the school district? ☒ Yes ☐ No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A

**SECTION 4: Business Applicant Information**

1. What is the legal name of the applicant under which this application is made? Grandview Wind Farm II, LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32052354019
3. List the NAICS code 221115
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☒ Yes ☐ No
- 4a. If yes, please list application number, name of school district and year of agreement

Groom ISD No. 356 - Grandview Wind Farm II, LLC

**SECTION 5: Applicant Business Structure**

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☒ Yes ☐ No
- 2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.
3. Is the applicant current on all tax payments due to the State of Texas? ☒ Yes ☐ No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? ☒ Yes ☐ No ☐ N/A
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

## SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? ☒ Yes ☐ No
2. The property will be used for one of the following activities:
  - (1) manufacturing ☐ Yes ☒ No
  - (2) research and development ☐ Yes ☒ No
  - (3) a clean coal project, as defined by Section 5.001, Water Code ☐ Yes ☒ No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code ☐ Yes ☒ No
  - (5) renewable energy electric generation ☒ Yes ☐ No
  - (6) electric power generation using integrated gasification combined cycle technology ☐ Yes ☒ No
  - (7) nuclear electric power generation ☐ Yes ☒ No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) ☐ Yes ☒ No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051 ☐ Yes ☒ No
3. Are you requesting that any of the land be classified as qualified investment? ☐ Yes ☒ No
4. Will any of the proposed qualified investment be leased under a capitalized lease? ☐ Yes ☒ No
5. Will any of the proposed qualified investment be leased under an operating lease? ☐ Yes ☒ No
6. Are you including property that is owned by a person other than the applicant? ☐ Yes ☒ No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? ☐ Yes ☒ No

## SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input type="checkbox"/> Land has no existing improvements	<input checked="" type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

## SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? ☐ Yes ☒ No
2. Has the applicant entered into any agreements or contracts for work to be performed related to the proposed project? ☒ Yes ☐ No
3. Does the applicant have current business activities at the location where the proposed project will occur? ☐ Yes ☒ No
4. Has the applicant made public statements in SEC filings or other official documents regarding its intentions regarding the proposed project location? ☐ Yes ☒ No
5. Has the applicant received any local or state permits for activities on the proposed project site? ☐ Yes ☒ No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? ☒ Yes ☐ No
7. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? ☐ Yes ☒ No
8. Has the applicant considered or is the applicant considering other locations not in Texas for the proposed project? ☒ Yes ☐ No
9. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? ☐ Yes ☒ No
10. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? ☐ Yes ☒ No

If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

**SECTION 9: Projected Timeline**

1. Application approval by school board ..... October 1, 2014
2. Beginning of qualifying time period ..... January 1, 2015
3. First year of limitation ..... January 1, 2016
4. Begin hiring new employees ..... October 1, 2015
5. Commencement of commercial operations ..... December 31, 2015
6. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? ..... ☒ Yes ☐ No  
**Note:** Improvements made before that time may not be considered qualified property.
7. When do you anticipate the new buildings or improvements will be placed in service? ..... December 31, 2015

**SECTION 10: The Property**

1. Identify county or counties in which the proposed project will be located Carson & Gray Counties
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Carson & Gray CADs
3. Will this CAD be acting on behalf of another CAD to appraise this property? ..... ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:  
County: Gray 0.489301 (38%) Carson 0.498586 (62%) City: N/A  
(Name, tax rate and percent of project)  
Hospital District: N/A Water District: Panhandle Water Dist #3 .00848 (100%)  
(Name, tax rate and percent of project)  
Other (describe): Groom ISD 1.386 (64%) Other (describe): Clarendon College .05 (100%)  
(Name, tax rate and percent of project)
5. Is the project located entirely within the ISD listed in Section 1? ..... ☐ Yes ☒ No  
5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? ..... ☐ Yes ☒ No  
6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

**SECTION 11: Investment**

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/).

1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 10,000,000.00
2. What is the amount of appraised value limitation for which you are applying? ..... 10,000,000.00  
**Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? ..... ☒ Yes ☐ No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
  - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
  - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
  - c. a detailed map of the qualified investment showing location of new buildings or new improvements with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? ..... ☒ Yes ☐ No

## SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
  - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 8**);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (**Tab 8**); and
  - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (**Tab 11**).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? ..... ☐ Yes ☒ No
  - 2a. If yes, attach complete documentation including:
    - a. legal description of the land (**Tab 9**);
    - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (**Tab 9**);
    - c. owner (**Tab 9**);
    - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (**Tab 9**); and
    - e. a detailed map showing the location of the land with vicinity map (**Tab 11**).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? .... ☐ Yes ☒ No
  - 3a. If yes, attach the applicable supporting documentation:
    - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (**Tab 16**);
    - b. legal description of reinvestment zone (**Tab 16**);
    - c. order, resolution or ordinance establishing the reinvestment zone (**Tab 16**);
    - d. guidelines and criteria for creating the zone (**Tab 16**); and
    - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (**Tab 11**).
  - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? ..... June 15, 2014

## SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In **Tab 10**, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In **Tab 10**, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in **Tab 10**:
  - a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): ..... \$ 45,000.00
5. In **Tab 10**, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property  
(that property described in response to question 2): ..... \$ 45,000.00

**Note:** Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.



**SECTION 14: Wage and Employment Information**

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
☒ First Quarter    ☐ Second Quarter    ☐ Third Quarter    ☐ Fourth Quarter of 2014  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 5
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ..... ☒ Yes    ☐ No  
 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
  - a. Average weekly wage for all jobs (all industries) in the county is ..... 1,019.00
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... 1,440.00
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 889.24
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? ..... ☐ §313.021(5)(A) or ☒ §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 46,035.00
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 46,035.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ..... ☒ Yes    ☐ No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.024(d-2)? ..... ☐ Yes    ☒ No  
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? ..... ☐ Yes    ☒ No  
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

**SECTION 15: Economic Impact**

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.



# Application for Appraised Value Limitation on Qualified Property

## SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

### 1. Authorized School District Representative Signature

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

**print  
here** →

Bryan Hanna

Print Name (Authorized School District Representative)

Superintendent

Title

**sign  
here** →

*Bryan Hanna*

Signature (Authorized School District Representative)

5/13/2014

Date

### 2. Authorized Company Representative (Applicant) Signature and Notarization

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

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

**print  
here** →

Paul Bowman

Print Name (Authorized Company Representative (Applicant))

Sr. VP Development

Title

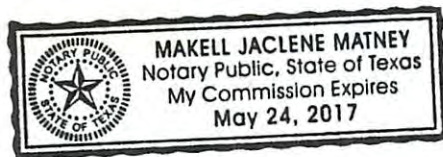
**sign  
here** →

*Paul Bowman*

Signature (Authorized Company Representative (Applicant))

5/13/2014

Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

13<sup>th</sup> day of May, 2014

*Makell J. Matney*  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

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

## APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> <li>a) Project vicinity</li> <li>b) Qualified investment including location of new buildings or new improvements</li> <li>c) Qualified property including location of new buildings or new improvements</li> <li>d) Existing property</li> <li>e) Land location within vicinity map</li> <li>f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size</li> </ul> <p><b>Note:</b> Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> <li>a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office</li> <li>b) legal description of reinvestment zone*</li> <li>c) order, resolution or ordinance establishing the reinvestment zone*</li> <li>d) guidelines and criteria for creating the zone*</li> </ul> <p><b>*To be submitted with application or before date of final application approval by school board</b></p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>



TAB 2

Proof of payment of filing fee received by the  
Comptroller of Public Accounts per TAC Rule  
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public  
Accounts)*

TAB 3





05-165  
(Rev. 9-11/3)

# Texas Franchise Tax Extension Affiliate List

■ Tcode 13298 Franchise

■ Reporting entity taxpayer number

1 2 0 0 0 7 5 1 6 8 0

■ Report year

2 0 1 4

Reporting entity taxpayer name

E.ON Climate & Renewables North America, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)											BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. EC&R SERVICES, LLC	3	2	0	4	2	2	0	6	6	1	8	■ ○
2. EC&R ENERGY MARKETING, LLC	3	2	0	4	1	7	0	8	3	4	1	■ ○
3. EC&R DEVELOPMENT, LLC	3	2	0	3	9	4	5	1	5	3	2	■ ○
4. MUNNSVILLE INVESTCO, LLC	3	0	0	5	4	3	4	7	1			■ ●
5. FOREST CREEK INVESTCO, INC.	1	7	1	0	9	9	2	4	7	2	4	■ ●
6. EC&R INVESTCO MGMT II, LLC	9	0	0	5	4	4	2	4	8			■ ●
7. EC&R NA SOLAR PV, LLC	3	2	0	4	3	7	1	6	9	8	7	■ ●
8. CORDOVA WIND FARM, LLC	2	0	0	0	7	5	1	6	8			■ ●
9. EC&R ASSET MANAGEMENT	3	2	0	3	3	6	2	0	9	0	0	■ ●
10. EC&R INVESTCO MGMT, LLC	2	7	1	7	6	8	9	4	3			■ ●
11. EC&R O&M, LLC	3	2	0	3	0	3	5	4	8	4	2	■ ○
12. PAPALOTE CREEK I, LLC	3	2	0	3	7	1	3	2	7	2	0	■ ○
13. PAPALOTE CREEK II, LLC	3	2	0	3	7	1	3	2	6	6	2	■ ○
14. EC&R PANTHER CREEK WIND FARM I&II, LLC	3	2	0	3	3	8	2	6	2	4	2	■ ○
15. EC&R PANTHER CREEK WIND FARM III, LLC	3	2	0	3	7	4	3	1	6	6	8	■ ○
16. EC&R QSE, LLC	3	2	0	3	3	7	5	9	0	2	1	■ ○
17. EC&R SHERMAN, LLC	3	2	0	3	7	1	3	2	8	1	1	■ ●
18. FLATLANDS WIND FARM, LLC	2	0	0	0	7	5	1	6	8			■ ●
19. PANTHER CREEK SOLAR, LLC	8	0	0	9	4	7	3	0	2			■ ○
20. INADALE WIND FARM, LLC	3	2	0	3	3	8	2	6	0	6	9	■ ○
21. MAGIC VALLEY WIND FARM I, LLC	3	2	0	4	2	8	4	5	6	4	7	■ ○

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



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05-165  
(Rev. 9-11/3)

# Texas Franchise Tax Extension Affiliate List

■ Tcode 13298 Franchise

■ Reporting entity taxpayer number

1 2 0 0 0 7 5 1 6 8 0

■ Report year

2 0 1 4

Reporting entity taxpayer name

E.ON Climate & Renewables North America, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)										BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. MUNNSVILLE WF HOLDCO, LLC	2	6	1	9	5	2	0	7	7		■ ●
2. MUNNSVILLE WIND FARM, LLC	2	6	1	9	5	2	0	7	7		■ ●
3. PIONEER TRAIL WIND FARM, LLC	8	0	0	6	4	2	2	8	0		■ ●
4. EC&R SOLAR DEVELOPMENT, LLC	8	0	0	9	4	7	3	0	2		■ ○
5. PYRON WIND FARM, LLC	3	2	0	3	3	8	2	6	0	9 3	■ ○
6. SETTLERS TRAIL WIND FARM, LLC	2	7	2	3	0	1	2	4	5		■ ●
7. STONY CREEK WF HOLDCO, LLC	2	0	0	0	7	5	1	6	8		■ ●
8. STONY CREEK WIND FARM, LLC	2	0	0	0	7	5	1	6	8		■ ●
9. VENADO WIND FARM, LLC	3	2	0	3	8	4	0	5	9	0 1	■ ●
10. ANACACHO WIND FARM, LLC	3	2	0	4	4	5	5	9	1	2 1	■ ○
11. E.ON CARBON SOURCING NORTH AMERICA	2	0	0	0	7	5	1	6	8		■ ●
12. WILDCAT WIND FARM I, LLC	3	0	0	7	2	0	8	5	8		■ ●
13. WILDCAT WIND FARM II, LLC	2	7	1	7	6	8	9	4	3		■ ●
14. PATRIOT WIND FARM, LLC	3	2	0	4	8	3	9	8	8	8 0	■ ○
15. MARICOPA WEST SOLAR PV, LLC	9	0	0	6	4	1	8	6	0		■ ●
16. TECH PARK SOLAR, LLC	4	5	1	1	7	7	9	1	3		■ ●
17. TIPTON WIND, LLC	2	7	1	7	6	8	9	4	3		■ ●
18. VALENCIA SOLAR, LLC	3	0	0	6	2	9	7	4	9		■ ●
19. ALAMOS SOLAR, LLC	9	0	0	6	4	1	8	6	0		■ ●
20. MARICOPA EAST SOLAR PV I, LLC	9	0	0	6	4	1	8	6	0		■ ●
21. MARICOPA EAST SOLAR PV 2, LLC	9	0	0	6	4	1	8	6	0		■ ●

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05-165  
(Rev.9-11/3)

# Texas Franchise Tax Extension Affiliate List

Tcode 13298 Franchise

Reporting entity taxpayer number

1 2 0 0 0 7 5 1 6 8 0

Report year

2 0 1 4

Reporting entity taxpayer name

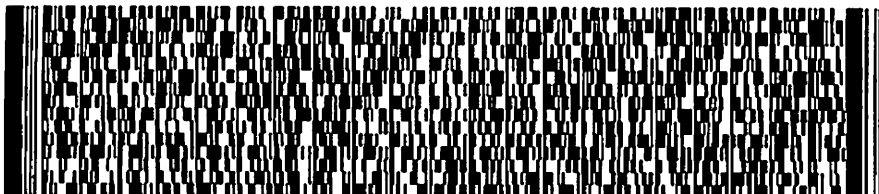
E.ON Climate & Renewables North America, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. BEACON SOLAR PV, LLC	8 0 0 9 4 7 3 0 2	<input checked="" type="radio"/>
2. WEST OF THE PECOS SOLAR, LLC	8 0 0 9 4 7 3 0 2	<input type="radio"/>
3. ROSE ROCK WIND FARM, LLC	2 7 1 7 6 9 6 3 1	<input checked="" type="radio"/>
4. WILDCAT WIND FARM III, LLC	2 7 1 7 6 8 9 4 3	<input checked="" type="radio"/>
5. MAGIC VALLEY WIND FARM II, LLC	2 7 1 7 6 8 9 4 3	<input type="radio"/>
6. GRANDVIEW WIND FARM, LLC	2 7 1 7 6 8 9 4 3	<input type="radio"/>
7. SNOW SHOE WIND FARM, LLC	2 7 1 7 6 8 9 4 3	<input checked="" type="radio"/>
8. STELLA WIND FARM, LLC	2 7 1 7 6 8 9 4 3	<input type="radio"/>
9. CARDINAL WIND FARM, LLC	2 7 1 7 6 8 9 4 3	<input checked="" type="radio"/>
10. GRANDVIEW WIND FARM II, LLC	2 7 1 7 6 9 6 3 1	<input type="radio"/>
11. GRANDVIEW WIND FARM III, LLC	2 7 1 7 6 9 6 3 1	<input type="radio"/>
12. MAGIC VALLEY WIND FARM III, LLC	2 7 1 7 6 9 6 3 1	<input type="radio"/>
13. STELLA WIND FARM II, LLC	2 7 1 7 6 9 6 3 1	<input type="radio"/>
14. VICI WIND FARM, LLC	2 7 1 7 6 9 6 3 1	<input checked="" type="radio"/>
15. TWIN FORKS WIND FARM, LLC	2 7 1 7 6 9 6 3 1	<input checked="" type="radio"/>
16. EC&R INVESTCO EPC MGMT, LLC	2 7 1 7 6 8 9 4 3	<input type="radio"/>
17.		<input type="radio"/>
18.		<input type="radio"/>
19.		<input type="radio"/>
20.		<input type="radio"/>
21.		<input type="radio"/>

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Texas Comptroller Official Use Only



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TAB 4

**Grandview Wind Farm II, LLC**  
**Application for Appraised Value Limitations on Qualified Property**  
**Tab 4**  
**Section 7 – Project Description**

Applicant is developing the Grandview Wind Farm II, LLC (the “Project”). The Project will consist of a facility designed to use wind power to generate electricity, including wind turbines, towers, transformers, transmission lines, and associated ancillary equipment necessary to safely operate, maintain and transmit power to the ERCOT grid, and meteorological equipment to measure and test wind speed and direction. The Project may consist of 83 - 112 wind turbine generators, with a capacity of 1.6 megawatts to 2.4 megawatts per generator. The Project layout is not finalized at this time and we are unable to precisely pinpoint the final location of the wind turbine generators as stated above. Applicant anticipates completing construction by fourth quarter of 2015. All of the property for which the applicant is seeking a limitation on appraised value is leased by the applicant.

The Project will be located within Carson and Gray Counties. It will be within the Groom Independent School District (GISD) and the Grandview-Hopkins Independent School District. Current land use for the private property consists of farming, ranching, and oil and gas production (note that these uses can continue, as the Project is designed to be compatible with such activities).

The additional improvements for the Project may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 83 - 112 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately \_\_\_\_ miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables



# TAB 5

Grandview Wind Farm II, LLC  
Application for Appraised Value Limitations on Qualified Property  
Tab 5  
Section 8 – Limitation as Determining Factor

- 1) N/A
- 2) Grandview Wind Farm II, LLC has entered into contracts for work for preliminary land work.
- 3) N/A
- 4) N/A
- 5) N/A
- 6) Grandview Wind Farm II, LLC is located in Carson County and Gray County. The property in Carson County is already in a Reinvestment Zone but no Reinvestment Zone has been created in Gray County yet. The project has received property tax abatement for 10 years from Carson County and received a recommendation from the Comptroller for our Groom ISD application on March 5, 2014. Please see Exhibit I for copies of the applicable documents.
- 7) N/A
- 8) The Company is considering several projects in Texas, Oklahoma, Indiana, Illinois and Colorado. The Company has received tax incentives on several projects which are considered favorably in the analysis of the investment. When presenting the options to our Board of Directors for approval, the Grandview Wind Farm II project had a stronger financial return due to the Grandview-Hopkins Independent School District appraised value limitation and other tax abatements granted by Groom Independent School District and Carson County.
- 9) N/A
- 10) N/A

## **TAX ABATEMENT AGREEMENT**

Between

**CARSON COUNTY and Grandview Wind Farm II, LLC**

State of Texas

County of Carson

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Carson County, Texas ("County"), acting through its duly elected officers and Grandview Wind Farm II, LLC, and its owners and assigns, ("Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Carson County Reinvestment Zone 9 and 10, more specifically described in Attachment A to this Agreement and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV(D) herein unless terminated earlier as provided herein.

### **I. Authorization**

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Carson County Guidelines and Criteria for Granting Tax Abatements.

### **II. Definitions**

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. "Calendar Year" means each year beginning January 1 and ending on December 31.
- C. "Certificate" means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind power project described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.
- D. "Certified Appraised Value" means the appraised value, for property tax purposes,

of the property within Carson County Reinvestment Zone 9 and Reinvestment Zone 10, as certified by the Carson County Appraisal District for each taxable year.

- E. "Eligible Property" means property eligible for Abatement under the Carson County Guidelines and Criteria for Granting Tax Abatements, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Carson County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, padmount transformers, collection system, operations and maintenance buildings, meteorological towers, substations and switching station that will be located in Carson County.
- G. "Owner" means Grandview Wind Farm II, LLC, the entity, acting in its own name or by and through one or more wholly owned Affiliates for the benefit of Grandview Wind Farm II, LLC, that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Grandview Wind Farm II, LLC. The term "Grandview Wind Farm II, LLC" means and includes the Owner.
- H. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- I. "Reinvestment Zone" means collectively Carson County Reinvestment Zone 9 and Reinvestment Zone 10, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Carson County and described in Attachment A to this Agreement.
- J. "Site" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- K. "Turbine Nameplate Capacity" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall



generating capacity.

### **III. Improvements in Reinvestment Zone**

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Paragraph IV of the Agreement:

- A. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a wind power facility of a minimum nameplate capacity of One Hundred megawatts (100 MW) ("Minimum MW") with a currently anticipated capacity of approximately Two Hundred megawatts (200 MW) of overall Turbine Nameplate Capacity located in the Reinvestment Zone. The Project may be constructed in one or more phases, and each phase may have its own LLC or other form of special purpose project company. Owner may assign rights and responsibilities contained herein to each such project entity in relation to the number of megawatts to be installed by such project company. The Certified Appraised Value will depend upon annual appraisals by the Carson County Appraisal District. The number of turbines will vary depending on the types of turbines used and the size of the wind power facility, but the overall Turbine Nameplate Capacity of the installed Improvements will not be less than the minimum stated One Hundred megawatts (100 MW) unless approved by the County and subject to the renegotiation of the terms of this Agreement.
- B. Improvements also shall only include property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to the production of wind generated electrical power.
- C. The agreements provided herein are conditioned on the Owner commencing construction of the Improvements by no later than December 31, 2013, and using commercially reasonable efforts to complete construction by no later than December 31, 2018.

### **IV. Term and Portion of Tax Abatement; Taxability of Property**

- A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
  - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
  - 2. The Certified Appraised Value of property existing in the Reinvestment

Zone prior to execution of this Agreement shall be fully taxable at all times;

3. Prior to commencement of the abatement period designated in Paragraph IV (B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located in the Reinvestment Zone will be owed and payable by Owner;
  4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
  5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period designated in Paragraph IV(B).
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all Carson County property taxes as follows:
1. Beginning on the date upon which the Owner's completed project or discrete project phase is placed on the tax rolls and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement is 100%.
  2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated in the respective period designated above.
  3. The foregoing percentage of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zone are abated in the respective period designated above.
  4. The base year (as of January 1, 2013) value for the proposed Improvements is zero.
- C. A portion of all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that such exemptions shall not apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of One Thousand, Five Hundred Dollars per megawatt (\$1,500.00/MW) of Turbine Nameplate Capacity included in the Certificate (and

actually installed in the Reinvestment Zone at the time such payment is due) during the ten (10) years the abatement is in effect. The first such payment shall be due and payable on the first day of the first month after the Owner provides the Certificate to the County and delinquent if not paid on or before ninety (90) days after such due date, with the remaining nine (9) payments due and payable annually on or before the anniversary of the first payment due date and delinquent if not paid on or before ninety (90) days after such date.

- E. Owner agrees that the Minimum MW described in Paragraph III, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to Carson County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements below the Certified Appraised Value of the Minimum MW. In the event that Owner removes Improvements so that the Minimum MW are no longer installed in the Reinvestment Zone, the Owner's removal shall not be deemed a default under this Agreement if, at Owner's election, Owner pays to County as liquidated damages for such removal all taxes for such removed Improvements below the Minimum MW which otherwise would have been paid to the County for the then-remaining portion of the Term had the Improvements not been removed. For each year of the Term remaining, the amount of taxes due as liquidated damages for Owners removal of Improvements shall be calculated based upon the (i) forecasted value of the Minimum MW Improvements and (ii) applicable tax rate, in each case of the year such taxes are assessed, such forecasted value to be based on the appraised value of the last complete tax year in which the Improvements were in operation and the scheduled depreciation thereof. Such payments shall be due on the date such taxes would have been due had the Minimum MW Improvements not been removed. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE REMEDY PROVIDED ABOVE SHALL BE AT THE SOLE OPTION OF THE OWNER AND IF ELECTED BY OWNER SHALL BE THE OWNER'S SOLE LIABILITY. IF OWNER DOES NOT MAKE SUCH ELECTION, THE COUNTY AT ITS OPTION MAY PROCEED WITH A NOTIFICATION OF DEFAULT WHICH INCLUDES RIGHTS TO RECAPTURE TAXES AS PROVIDED IN ARTICLE VII BELOW. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE. NOTWITHSTANDING ANYTHING HEREIN, THIS SECTION IV(E) SHALL NOT APPLY TO EVENTS OF FORCE MAJEURE (AS DEFINED BELOW).

## **V. Representations**

The County and Owner make the following respective representations:

- A. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property during the Term; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- B. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Carson County Guidelines and Criteria for Granting Tax Abatements as both exist on the effective date of this Agreement; (ii) no abatement will apply to Improvements or the land on which they are located if such land is owned or leased by a member of the County Commissioners Court as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zone is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

#### **VI. Access to and Inspection of Property by County Employees**

- A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner shall, within ninety (90) days after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

## **VII. Default, Remedies and Limitations of Liability**

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Paragraph VII(B) and VII(C) below, as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.
- B. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Carson County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Minimum MW Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue actually lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.
- D. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(C) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPHS IV(E) AND VII(B), ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE

COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- E. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

**NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT**

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

**VIII. Compliance with State and Local Regulations**

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

**IX. Assignment of Agreement**

The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more assignees, provided Owner provides the County with twenty (20) days written notice prior to any such assignment and provides the County with a copy of the assignment agreement or a memorandum of the same after it has been entered into. Upon such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County. Upon the written request of the assignor or assignee, the County shall acknowledge in writing any such assignment and any such new abatement agreement.

**X. Notice**

All notices, demands and other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notice delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least one of the methods of delivery consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Grandview Wind Farm II, LLC  
Attn: Legal Department  
353 N. Clark Street, Floor 30  
Chicago, IL 60654

Copy to: Grandview Wind Farm II, LLC  
Attn: Patrick Woodson  
701 Brazos, Suite 1400  
Austin, Texas 78701

To the County: Carson County Judge  
Carson County Courthouse  
P.O. Box 369  
Panhandle TX 79068  
Fax: 806-537-2244

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

#### **XI. Severability**

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the



term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

## **XII. Applicable Law**

This Agreement shall be construed under the laws of the State of Texas.

## **XIII. Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

## **XIV. Guidelines and Criteria**

This Agreement is entered into by the parties consistent with the Carson County Guidelines and Criteria for Granting Tax Abatements. To the extent this Agreement modifies any requirement or procedures set forth in the Carson County Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

## **XV. Cooperation**

The Parties acknowledge that this tax abatement is entered into in order to enhance the development of wind generated electricity projects in Carson County. In addition the Parties acknowledge that the Reinvestment Zone is located in close proximity to a major ERCOT point of interconnection such that the potential exists for future transmission line development to occur in the Reinvestment Zone to enhance the development of wind generated electricity in the County or surrounding counties. Grandview Wind Farm II, LLC agrees to reasonably cooperate with the sponsor/owner ("Competing Line Owner") of such other planned transmission lines, which cooperation may include Grandview Wind Farm II, LLC using commercially reasonable efforts: i) to attempt to agree with the Competing Line Owner on mutually acceptable arrangements to facilitate the routing, construction and interconnection of transmission lines, including if necessary to exchange portions of respective lease or easement properties to avoid a future line crossing; or (ii) to allow a third party transmission line to cross its Grandview Wind Farm II, LLC's leased property (and transmission line, whether planned or constructed) if the Competing Line Owner executes a crossing agreement with Grandview Wind Farm II, LLC containing terms and conditions reasonably acceptable to both Grandview Wind Farm II, LLC and the Competing Line Owner which stipulates, among other things, that: the Competing Line Owner's line will cross the Grandview Wind Farm II, LLC property or

transmission line in a manner and location acceptable to Grandview Wind Farm II, LLC based upon plans and specifications and construction requirements and scheduling approved by Grandview Wind Farm II, LLC.

#### **XVI. Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

#### **XVII. Coordination of Local Hiring and Services**

Owner shall require its general contractor to use reasonable commercial efforts to maximize its use of Carson County labor and services and supplies purchased from Carson County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.

#### **XVIII. Road Maintenance**

During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and agrees to repair any damage caused to County roads by Owner or its agents during the construction period. After construction, Owner will leave such County roads in a state of equal or better condition than they were in prior to construction, excepting normal wear and tear. Any upgrade or requirement to upgrade any road used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads.

In Testimony of which, this Agreement has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

[signature pages to follow]

ATTEST/SEAL:

CARSON COUNTY, TEXAS, by:

Lewis Powers  
County Judge

Abstain  
Commissioner, Precinct 1

James Martin  
Commissioner, Precinct 2

Mike D. [Signature]  
Commissioner, Precinct 3

[Signature]  
Commissioner, Precinct 4

Celeste Bichsel  
Attest: Celeste Bichsel, County Clerk

\_\_\_\_\_  
Date

Grandview Wind Farm II, LLC

By: \_\_\_\_\_  
\_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL:

CARSON COUNTY, TEXAS, by:

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

\_\_\_\_\_  
Commissioner, Precinct 2

\_\_\_\_\_  
Commissioner, Precinct 3

\_\_\_\_\_  
Commissioner, Precinct 4

\_\_\_\_\_  
Attest: Celeste Bichsel, County Clerk

\_\_\_\_\_  
Date

Grandview Wind Farm II, LLC

By:       *BB*      

      *Patricia Bichsel*      

Its       *LLC*      

Date:       12-9-13

### **Attachment A**

Attached is the Order Designating Reinvestment Zone dated August 23, 2013, (Carson County Reinvestment Zone 9), duly passed by the Carson County Commissioners Court, and a map depicting the location of Carson County Reinvestment Zone 9.

Attached is the Order Designating Reinvestment Zone dated December 9, 2013, (Carson County Reinvestment Zone 10), duly passed by the Carson County Commissioners Court, and a map depicting the location of Carson County Reinvestment Zone 10

**RESOLUTION OF THE COMMISSIONERS  
COURT OF CARSON COUNTY, TEXAS  
DESIGNATING CARSON COUNTY REINVESTMENT ZONE 10**

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN CARSON COUNTY, TEXAS, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.**

*Whereas*, the Commissioners Court of Carson County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Carson County for Granting a Tax Abatement in Reinvestment Zone created in Carson County, Texas (the "Guidelines"); and

*Whereas*, on December 9, 2013, a hearing before the Commissioners Court of Carson County, Texas, was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Carson County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

*Whereas*, the Commissioners Court of Carson County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

*Whereas*, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

***BE IT RESOLVED BY THE COMMISSIONERS COURT OF CARSON COUNTY, TEXAS:***

Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. That the Commissioners Court of Carson County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and
- c. That the creation of the reinvestment zone will result in benefits to Carson County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and
- d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention of expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Carson County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Carson County, Texas.

**SECTION 3.** That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Carson County Commissioners Court hereby creates Carson County Reinvestment Zone 10, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to a Carson County Reinvestment Zone 10.

**SECTION 4.** That Carson County Reinvestment Zone 10 shall take effect on December 9, 2013, and shall remain designated as a commercial-industrial reinvestment zone for renewable and wind generated power generation for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

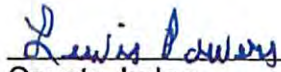
**SECTION 5.** That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

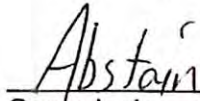
**SECTION 6.** That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Carson County Commissioners

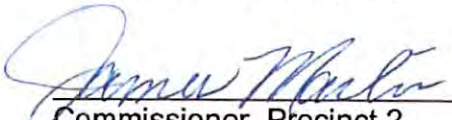


Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officers of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

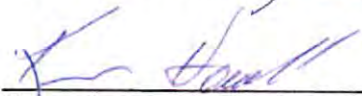
PASSED, APPROVED AND ADOPTED on this the 9th day of December, 2013.

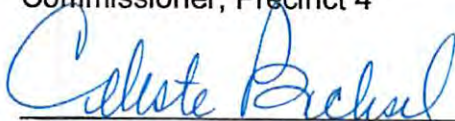
  
County Judge

  
Commissioner, Precinct 1

  
Commissioner, Precinct 2

  
Commissioner, Precinct 3

  
Commissioner, Precinct 4

  
Celeste Bichsel, County Clerk

(County Seal)

**Exhibit A**  
**Legal Description of Carson County Reinvestment Zone 10**

Carson County Reinvestment Zone 10 is comprised of the following parcels. In the event of discrepancy between this Exhibit A and the attached map in Exhibit B, the map in Exhibit B shall control.

**EXHIBIT A**

**PROPERTY DESCRIPTIONS**

**All of Sections 226, 227, 228, 229, 230, 231, 232, 233, 248, 249, 250, 251, 252, 253, 254 Block B2, H&GN RR Co. Survey, Carson County, Texas**

**All of Sections 55, 56, 92, 93, 94, 95, 96, 97, 126, 127, 128, 129, 158 and 160 Block B3, H&GN RR Co. Survey, Carson County, Texas**

**All of Sections 75, 76, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 129, 130, 131, 132, 133, 134, 135, 136, 143, 152, 153, 154, 155, 156, 157, 158, 159, 160, 166, Block 7, I&GN RR Co. Survey, Carson County, Texas**

**All of Sections 10, 11, 12, 13, 18, 19, 20, 41, 42 and 43 Block 2, TT RR Co. Survey, Carson County, Texas**

**All of WH Hickox strip.**

**All of NA Steed strip in Carson County, Texas.**

**Exhibit B**  
**Map of Carson County Reinvestment Zone 10**



# GRANDVIEW Phase II & III Reinvestment Zone

Carson County,  
Texas



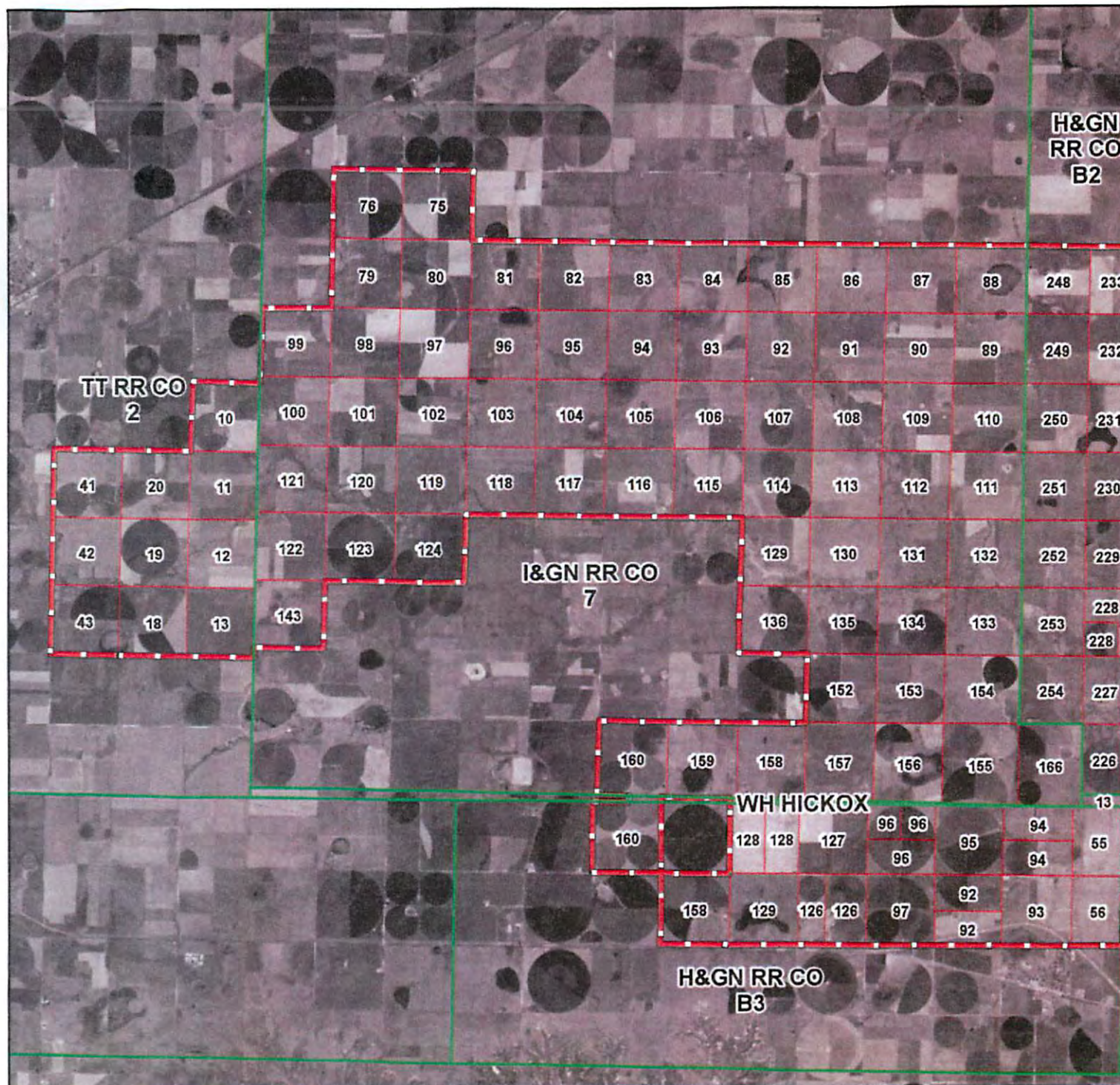
Date: November 04, 2013  
Map Scale 1:125,000  
Projection: UTM14  
Datum: North American 1983

-  RZ Boundary
-  Surveys
-  Sections

Miles  
0 0.75 1.5 3

**e-on** Climate & Renewables

Map produced by E.ON Climate & Renewables NA for internal use only. Final analysis & site locations are to be determined by E.ON personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from E.ON Climate & Renewables NA. Base map data from USGS.






## **Attachment B**

### **Local Spending and Support Plan**

- A. In connection with the construction and operation of the Improvements in Carson County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Carson County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Carson County residents that are not: (I) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Carson County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Carson County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Carson County residence who are not: (I) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Carson County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Notice of the information session shall be published in each of the four newspapers in the County. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

<div style="text-align: center;"> <b>S U S A N</b>  <b>C O M B S</b> </div>	<div style="text-align: center;"> <b>TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS</b>  P.O. Box 13528 • AUSTIN, TX 78711-3528 </div>
	

March 5, 2014

Jay Lamb  
Superintendent  
Groom Independent School District  
304 W. 3<sup>rd</sup> St.  
Groom, Texas 79039

Dear Superintendent Lamb:

On Dec. 11, 2013, the Comptroller received the completed application (Application #356) for a limitation on appraised value under the provisions of Tax Code Chapter 313<sup>1</sup>. This application was originally submitted in November 2013 to the Groom Independent School District (the school district) by Grandview Wind Farm II, LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category 3 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$275.8 million) is consistent with the proposed appraised value limitation sought (\$10 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a wind power electric generation facility in Carson County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described by the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and

<sup>1</sup> All statutory references are to the Texas Tax Code, unless otherwise noted.

correct, finds that the applicant is eligible for a limitation and determines that granting the application is in the best interest of the school district and this state. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria.

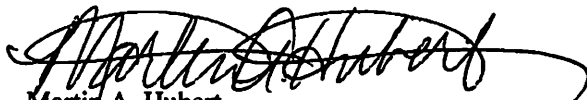
Note that any new building or other improvement existing as of the application review start date of Dec. 11, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 3) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 4) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at [robert.wood@cpa.state.tx.us](mailto:robert.wood@cpa.state.tx.us) or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert  
Deputy Comptroller

Enclosure

cc: Robert Wood

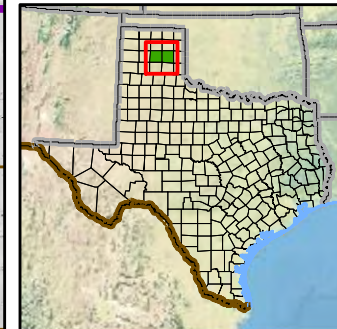


TAB 6

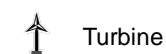


# GRANDVIEW II School Districts

Carson & Gray  
Counties, Texas



Date: April 29, 2014  
Map Scale 1:75,000  
Projection: UTM14  
Datum: North American 1983



Turbine

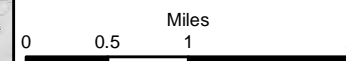
County Roads

Project Boundary

Grandview-Hopkins ISD

Groom ISD

Counties



**e-on** Climate & Renewables

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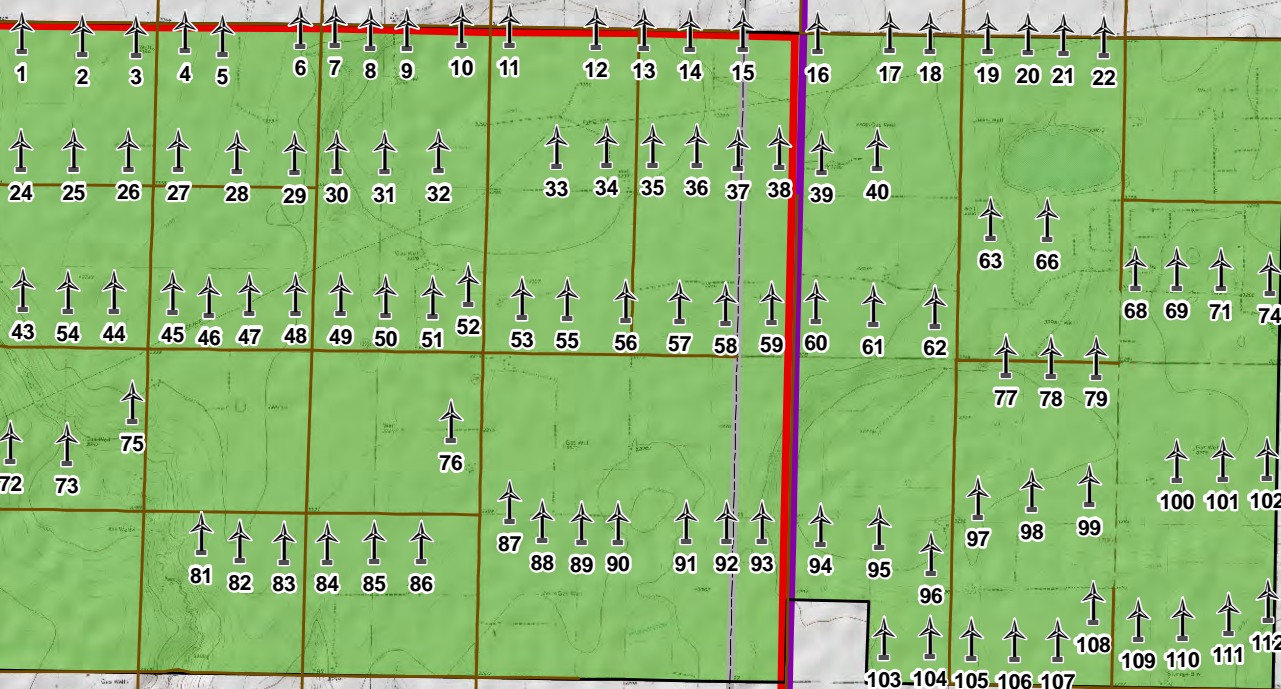
County Road 12

**Groom ISD**  
64% of Turbines

**Grandview -  
Hopkins ISD**  
36% of Turbines

FM 295

GRAY CO.  
CARSON CO.





TAB 7

Grandview Wind Farm II, LLC  
Application for Appraised Value Limitations on Qualified Property  
Tab 7  
Section 11 – Investment

Description of Qualified Investment

**4a. & 4b.** Grandview Wind Farm II, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 200 megawatts (the “Project”). The exact number of wind turbines and the size of each turbine will vary depending upon the wind turbines selected and the megawatt generating capacity of the project completed, but presently our plans are to install approximately 112 GE 1.7 megawatt turbines on property in both Carson and Gray Counties.

The additional improvements for the Project may include but are not limited to:

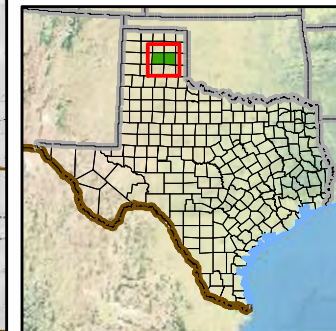
- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 112 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately \_\_\_ miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables

4c. Please see attached map.








# GRANDVIEW II Wind Farm

Carson & Gray  
Counties, Texas



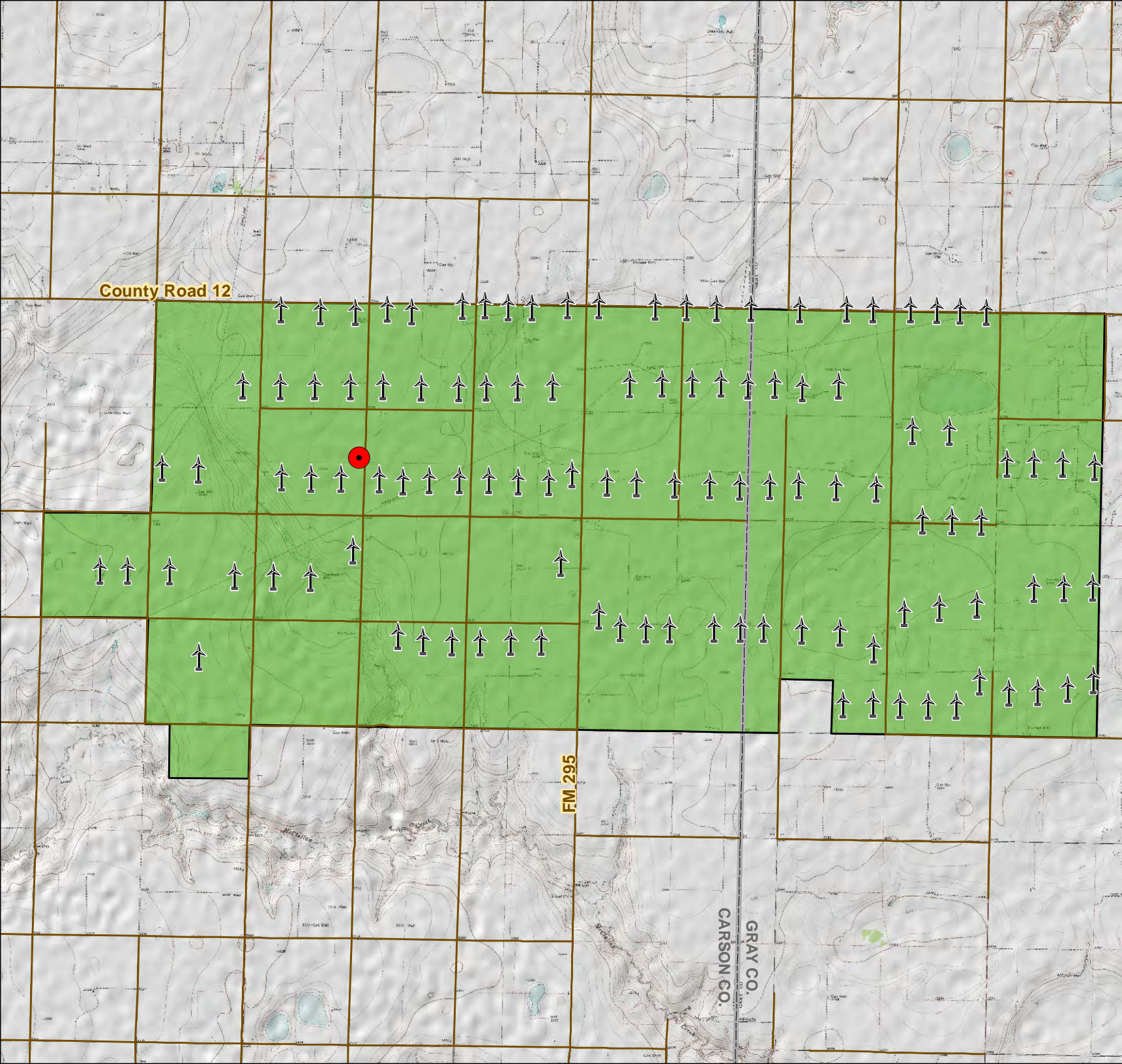
Date: May 21, 2014  
Map Scale 1:75,000  
Projection: UTM14  
Datum: North American 1983

-  Turbine
-  Substation
-  County Roads
-  Project Boundary
-  Counties

0 0.5 1 2  
Miles

**e.on** Climate & Renewables

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TAB 8



# TAB 9



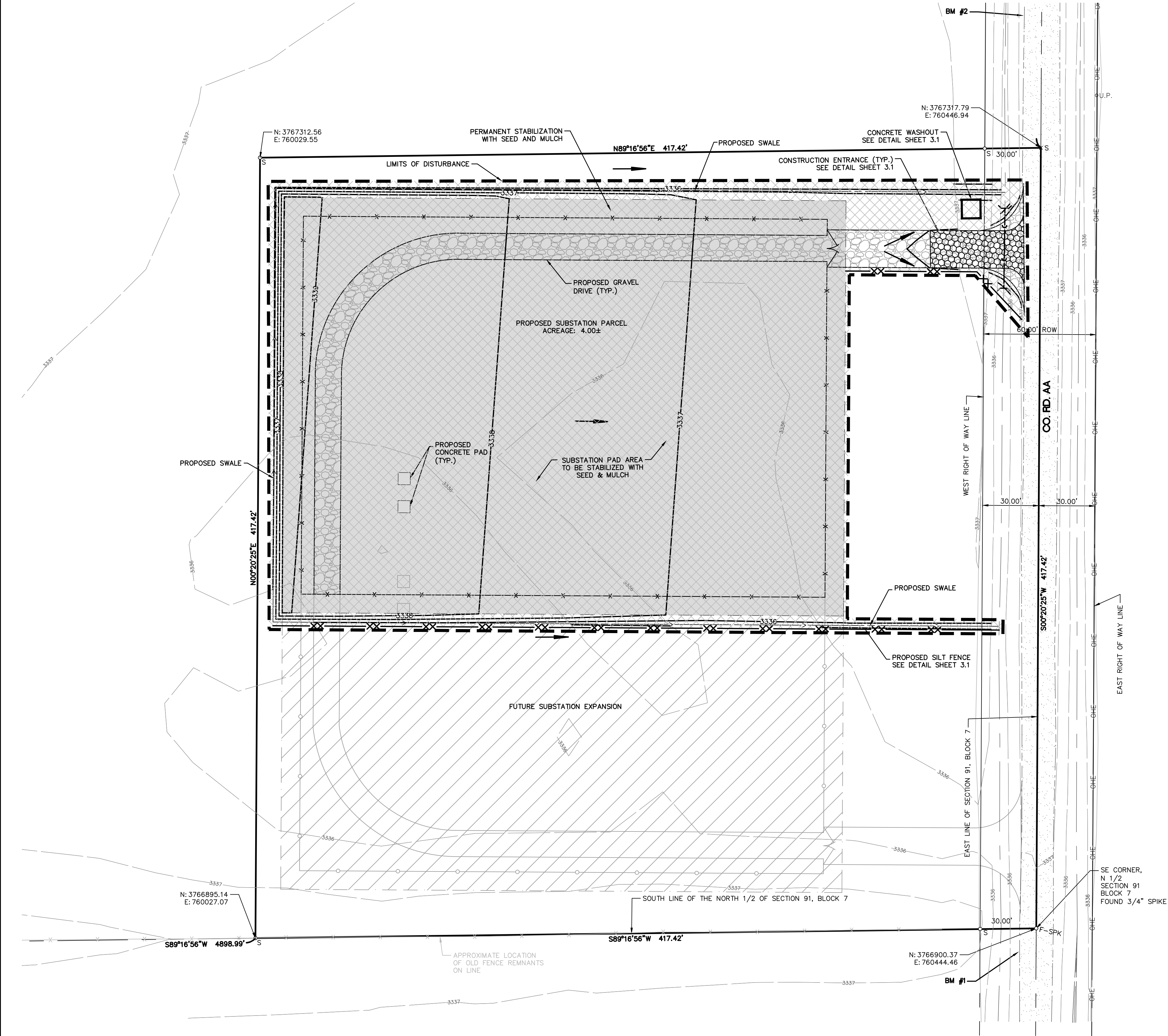
N/A

# TAB 10

**Grandview Wind Farm II, LLC**  
**Application for Appraised Value Limitations on Qualified Property**  
**Tab 10**

**Section 13 – Information on Property Not Eligible to Become Qualified Property**

Grandview Wind Farm II, LLC constructed an access road to the substation, cleared and grubbed the area, poured foundations for medium voltage breaker, installed a 6' galvanized chain link fence with one (1) vehicular access gate around substation and posted (3'x5') project signage on fence.



SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF PART III IN THE TPDES GENERAL PERMIT (TXR150000).
2. EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED AND REPLACED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
3. THE EROSION CONTROL MEASURES INCLUDED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE INSTALLED PRIOR TO INITIAL LAND DISTURBANCE ACTIVITIES. SEDIMENT SHALL BE PREVENTED FROM DISCHARGING FROM THE PROJECT SITE BY INSTALLING AND MAINTAINING SILT FENCE, ETC. AS SHOWN ON THIS PLAN.
4. THE CONTRACTOR SHALL CONTROL WASTES, GARBAGE, DEBRIS, WASTEWATER, AND OTHER SUBSTANCES ON THE SITE IN SUCH A WAY THAT THEY SHALL NOT BE TRANSPORTED FROM THE SITE BY THE ACTION OF WINDS, STORM WATER RUNOFF, OR OTHER FORCES. PROPER DISPOSAL OR MANAGEMENT OF ALL WASTES AND UNUSED BUILDING MATERIAL, APPROPRIATE TO THE NATURE OF THE WASTE OR MATERIAL IS REQUIRED. COMPLIANCE IS REQUIRED WITH ALL STATE OR LOCAL REGULATIONS REGARDING WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEMS.
5. PUBLIC OR PRIVATE ROADWAYS SHALL BE KEPT CLEARED OF ACCUMULATED SEDIMENT. BULK CLEARING OF ACCUMULATED SEDIMENT SHALL NOT INCLUDE FLUSHING THE AREA WITH WATER. CLEARED SEDIMENT SHALL BE RETURNED TO THE POINT OF LIKELY ORIGIN OR OTHER SUITABLE LOCATION.
6. EXCEPT AS PREVENTED BY INCLEMENT WEATHER CONDITIONS, ALL DISTURBED AREAS TO REMAIN INACTIVE FOR MORE THAN 14 CALENDAR DAYS SHALL BE STABILIZED BY SEEDING, SODDING, MULCHING, COVERING, OR BY OTHER EQUIVALENT EROSION CONTROL MEASURES.
7. THIS EROSION CONTROL PLAN SHALL BE IMPLEMENTED ON ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL PRACTICES SHALL BE INSTALLED UNDER THE GUIDANCE OF QUALIFIED PERSONNEL EXPERIENCED IN EROSION CONTROL, AND FOLLOWING THE PLANS AND SPECIFICATIONS INCLUDED HEREIN.
8. DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE TRANSFER OF MAINTENANCE RESPONSIBILITIES, IF REQUIRED, WITH THE OWNER. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL AND THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN.
9. EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
10. ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE REMOVED AND DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
11. THIS EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.
12. AREA OF DISTURBANCE = 1.80 ACRES.

CONSTRUCTION SEQUENCE SCHEDULE

1. INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL SE/SC MEASURES
  - A.) INSTALL STABILIZED CONSTRUCTION ENTRANCE
  - B.) INSTALL SILT FENCE
2. CONTAIN STOCKPILE LOCATIONS WITHIN SITE AND INSTALL EROSION CONTROL MEASURES AS NECESSARY.
3. START CONSTRUCTION OF SUBSTATION PAD ON DECEMBER 9, 2013.
4. TEMPORARILY SEED IMMEDIATELY THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
5. PERMANENTLY STABILIZE ALL AREAS.
6. REMOVE ALL TEMPORARY SE/SC MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION.

\* SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR AT LEAST ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF EVERY 0.5 IN. OR GREATER RAINFALL EVENT.

EXISTING SOILS

PxA PANTEX SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES

NOTES TO CONTRACTOR:

1. A COMPLETED TCEQ SMALL CONSTRUCTION SITE NOTICE MUST BE POSTED ON-SITE PRIOR TO THE START OF CONSTRUCTION IN A LOCATION THAT IS SAFE AND READILY AVAILABLE TO THE GENERAL PUBLIC. THE SITE NOTICE MUST INCLUDE:
  - THE SITE-SPECIFIC TPDES AUTHORIZATION NUMBER FOR THE PROJECT IF ASSIGNED.
  - THE OPERATOR NAME, CONTACT NAME AND CONTACT PHONE NUMBER.
  - A BRIEF DESCRIPTION OF THE PROJECT.
  - THE LOCATION OF THE SWPPP.
2. PROVIDE A COPY OF THE SIGNED AND CERTIFIED CONSTRUCTION SITE NOTICE TO THE COUNTY JUDGE 48 HOURS PRIOR TO START OF CONSTRUCTION.

SWPPP:

1. REFER TO SWPPP FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	4.0
TOTAL DISTURBED AREA (ACRES)	1.8
EXISTING IMPERVIOUS AREA (ACRES)	0.0
PROPOSED IMPERVIOUS AREA (ACRES)	0.2

LEGEND

	EXIST. BOUNDARY LINE
	EXIST. CONTOUR
	PROP. CONTOUR
	EXIST. OVERHEAD ELECTRIC
	EXIST. ROAD R.O.W.
	EXIST. ASPHALT
	EXIST. UTILITY POLE
	PROP. CULVERT
	PROP. SILT FENCE
	LIMITS OF DISTURBANCE
	PROP. GRAVEL
	PROP. SUBSTATION PAD
	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
	PERMANENT SEED & MULCH



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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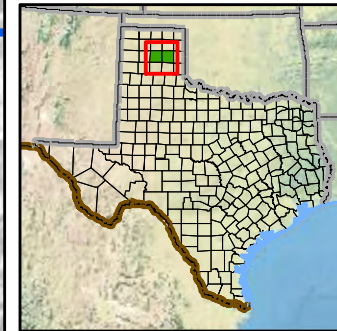


# TAB 11



# GRANDVIEW II Reinvestment Zones

Carson & Gray  
Counties, Texas



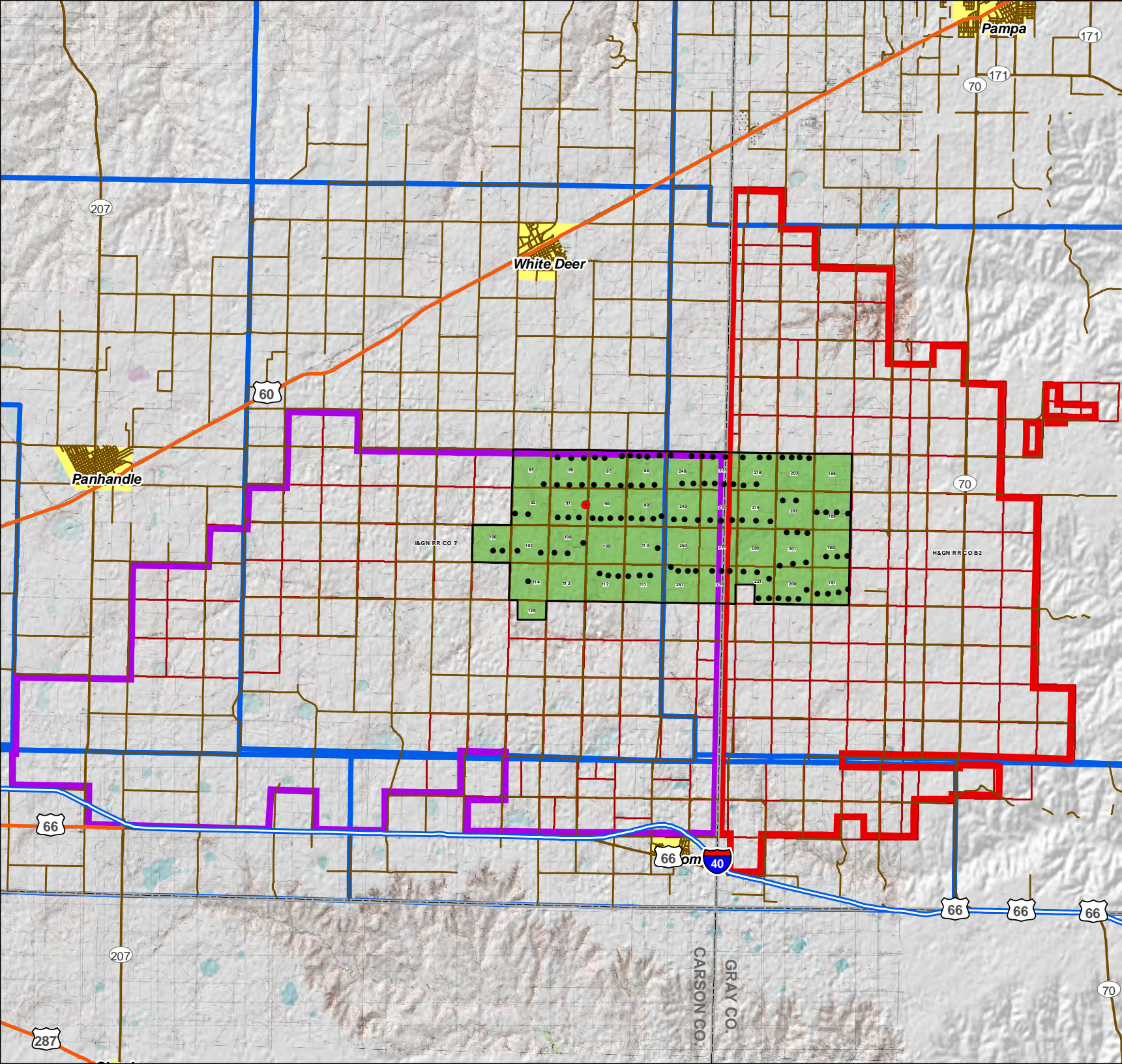
Date: May 21, 2014  
Map Scale 1:210,000  
Projection: UTM14  
Datum: North American 1983

- Turbine
- Proposed Substation
- County Roads
- ▭ Carson Co RZ
- ▭ Gray Co RZ
- ▭ Surveys
- ▭ Project Boundary
- ▭ Sections
- ▭ Counties

Miles  
0 1.25 2.5 5

**e-on** Climate & Renewables

Map produced by E.ON Climate & Renewables NA for internal use only. Final analysis & site locations are to be determined by E.ON personnel through on-site verification. Map is not to be reproduced or redistributed without expressly written permission from E.ON Climate & Renewables NA. Base map data from USGS.





TAB 12

May 13, 2014

Mr. Bryan Hanna, Superintendent  
Grandview-Hopkins Independent School District  
11676 FM Road 293  
Groom, TX 79039

**Re: Chapter 313 Job Waiver Request**

Dear Mr. Hanna,

Grandview Wind Farm II, LLC, requests that the Grandview-Hopkins Independent School District's Board of Trustees waive the job requirement provision as allowed Section 313.025(f-1) of the tax code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Grandview Wind Farm II, LLC, requests that the Grandview-Hopkins Independent School District makes such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Grandview Wind Farm II, LLC has committed to create 10 total jobs for the project, 5 of which will be in Groom ISD.

Wind projects create a large number of full and part-time, but temporary jobs during the construction phase of the project, but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may fluctuate depending on the operations and maintenance requirements of the turbine selected as well as the support and technical assistance offered by the turbine manufacturer. The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition, to the onsite employees, there may be managers or technicians who support the project from offsite locations.

With kind regards,



Paul Bowman  
Sr. Vice President, Development












# TAB 13

# Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2013	1st Qtr	Gray County	Private	31	2	31-33	Manufacturing	\$1,323
2013	2nd Qtr	Gray County	Private	31	2	31-33	Manufacturing	\$1,289
2013	3rd Qtr	Gray County	Private	31	2	31-33	Manufacturing	\$1,183
2012	4th Qtr	Gray County	Private	31	2	31-33	Manufacturing	\$1,439

# Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

 Year	 Period	 Area	 Ownership	 Division	 Level	 Ind Code	 Industry	 Avg Weekly Wages
2013	1st Qtr	Gray County	Private	00	0	10	Total, All Industries	\$928
2013	2nd Qtr	Gray County	Private	00	0	10	Total, All Industries	\$906
2013	3rd Qtr	Gray County	Private	00	0	10	Total, All Industries	\$877
2012	4th Qtr	Gray County	Private	00	0	10	Total, All Industries	\$994

## CALCULATION OF WAGE REQUIREMENTS

### TOTAL REGION MANUFACTURING

Council of Government	Hourly	Weekly	Annual
1. Panhandle Regional Planning Commission	\$20.12	\$808.40	\$41,850

$\$808.40 \times 1.10 = \$889.24$

$\$41,850 \times 1.10 = \$46,035$

### TOTAL - MANUFACTURING

Year	Quarter	Average Weekly Wages	Annualized
2013	3Q	\$1,183	\$61,516
2013	2Q	\$1,289	\$67,028
2013	1Q	\$1,323	\$68,796
2012	4Q	<u>\$1,439</u>	<u>\$74,828</u>
		\$1,309	\$68,068
	X	<u>110% of County Average Weekly Wage for all Jobs</u>	
		<b>\$1,440</b>	<b>\$74,875</b>

### TOTAL – ALL INDUSTRIES

Year	Quarter	Average Weekly Wages	Annualized
2013	3Q	\$877	\$45,604
2013	2Q	\$906	\$47,112
2013	1Q	\$928	\$48,256
2012	4Q	<u>\$994</u>	<u>\$51,688</u>
		\$926	\$48,152
	X	<u>110% of County Average Weekly Wage for all Jobs</u>	
		<b>\$1,019</b>	<b>\$52,967</b>

**2012 Manufacturing Wages by Council of Government Region**  
**Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$23.56</b>	<b>\$48,996</b>
<a href="#"><u>1. Panhandle Regional Planning Commission</u></a>	\$20.12	\$41,850
<a href="#"><u>2. South Plains Association of Governments</u></a>	\$16.18	\$33,662
<a href="#"><u>3. NORTEX Regional Planning Commission</u></a>	\$17.83	\$37,076
<a href="#"><u>4. North Central Texas Council of Governments</u></a>	\$24.68	\$51,333
<a href="#"><u>5. Ark-Tex Council of Governments</u></a>	\$16.84	\$35,032
<a href="#"><u>6. East Texas Council of Governments</u></a>	\$19.61	\$40,797
<a href="#"><u>7. West Central Texas Council of Governments</u></a>	\$18.24	\$37,941
<a href="#"><u>8. Rio Grande Council of Governments</u></a>	\$16.17	\$33,631
<a href="#"><u>9. Permian Basin Regional Planning Commission</u></a>	\$21.93	\$45,624
<a href="#"><u>10. Concho Valley Council of Governments</u></a>	\$16.33	\$33,956
<a href="#"><u>11. Heart of Texas Council of Governments</u></a>	\$19.07	\$39,670
<a href="#"><u>12. Capital Area Council of Governments</u></a>	\$26.03	\$54,146
<a href="#"><u>13. Brazos Valley Council of Governments</u></a>	\$16.55	\$34,424
<a href="#"><u>14. Deep East Texas Council of Governments</u></a>	\$16.20	\$33,698
<a href="#"><u>15. South East Texas Regional Planning Commission</u></a>	\$29.38	\$61,118
<a href="#"><u>16. Houston-Galveston Area Council</u></a>	\$26.59	\$55,317
<a href="#"><u>17. Golden Crescent Regional Planning Commission</u></a>	\$21.03	\$43,742
<a href="#"><u>18. Alamo Area Council of Governments</u></a>	\$18.40	\$38,280
<a href="#"><u>19. South Texas Development Council</u></a>	\$13.54	\$28,170
<a href="#"><u>20. Coastal Bend Council of Governments</u></a>	\$22.97	\$47,786
<a href="#"><u>21. Lower Rio Grande Valley Development Council</u></a>	\$16.33	\$33,961
<a href="#"><u>22. Texoma Council of Governments</u></a>	\$22.57	\$46,949
<a href="#"><u>23. Central Texas Council of Governments</u></a>	\$17.16	\$35,689
<a href="#"><u>24. Middle Rio Grande Development Council</u></a>	\$18.93	\$39,380

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.



TAB 14



Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Applicant Name Grandview Wind Farm II, LLC  
ISD Name Grandview Hopkins ISD

PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	<b>Total Investment</b> (Sum of Columns A+B+C+D)
Investment made before filing complete application with district	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2014-2015	2014			\$ 45,000.00	[The only other investment made before filing complete application with district that may become Qualified Property is land.]	\$ 45,000.00
Investment made after filing complete application with district, but before final board approval of application								
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period				\$ -	\$ -	\$ -	\$ -	\$ -
Complete tax years of qualifying time period	QTP1	2015-2016	2015	\$ 98,463,929.00	\$ -	\$ -	\$ -	\$ 98,463,929.00
	QTP2	2016-2017	2016	\$ -	\$ -	\$ -	\$ -	\$ -
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]								
				\$ 98,463,929.00		\$ 45,000.00	\$ -	\$ 98,508,929.00
Total Qualified Investment (sum of green cells)				Enter amounts from TOTAL row above in Schedule A2				
				\$ 98,463,929.00				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

Applicant Name Grandview Wind Farm II, LLC  
ISD Name Grandview Hopkins ISD

Form 50-296A  
Revised Feb 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in <b>tangible personal property</b> placed in service during this year that will become Qualified Property	New investment made during this year in <b>buildings or permanent nonremovable components of buildings</b> that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property (SEE NOTE)	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		\$ 98,463,929.00		\$ 45,000.00		\$ 98,508,929.00
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2014-2015	2014					
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2015-2016	2015	\$ 98,463,929.00				\$ 98,463,929.00
Value limitation period***	1	2016-2017	2016					
	2	2017-2018	2017					
	3	2018-2019	2018					
	4	2019-2020	2019					
	5	2020-2021	2020					
	6	2021-2022	2021					
	7	2022-2023	2022					
	8	2023-2024	2023					
	9	2024-2025	2024					
	10	2025-2026	2025					
Total Investment made through limitation				\$ 98,463,929.00		\$ 45,000.00		\$ 98,508,929.00
Continue to maintain viable presence	11	2026-2027	2026					
	12	2027-2028	2027					
	13	2028-2029	2028					
	14	2029-2030	2029					
	15	2030-2031	2030					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2031-2032	2031					
	17	2032-2033	2032					
	18	2033-2034	2033					
	19	2034-2035	2034					
	20	2035-2036	2035					
	21	2036-2037	2036					
	22	2037-2038	2037					
	23	2038-2039	2038					
	24	2039-2040	2039					
	25	2040-2041	2040					

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

\*\* Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

\*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

## Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Applicant Name

Grandview Wind Farm II, LLC

Form 50-296A

ISD Name

Grandview Hopkins ISD

Revised Feb 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	2014	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
	0	2015-2016	2015	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Value Limitation Period	1	2016-2017	2016	\$ -	\$ -	\$ 98,508,929.00	\$ 98,508,929.00	\$ 98,508,929.00	\$ 10,045,000.00
	2	2017-2018	2017	\$ -	\$ -	\$ 93,583,482.55	\$ 93,583,482.55	\$ 93,583,482.55	\$ 10,045,000.00
	3	2018-2019	2018	\$ -	\$ -	\$ 88,658,036.10	\$ 88,658,036.10	\$ 88,658,036.10	\$ 10,045,000.00
	4	2019-2020	2019	\$ -	\$ -	\$ 83,732,589.65	\$ 83,732,589.65	\$ 83,732,589.65	\$ 10,045,000.00
	5	2020-2021	2020	\$ -	\$ -	\$ 78,807,143.20	\$ 78,807,143.20	\$ 78,807,143.20	\$ 10,045,000.00
	6	2021-2022	2021	\$ -	\$ -	\$ 73,881,696.75	\$ 73,881,696.75	\$ 73,881,696.75	\$ 10,045,000.00
	7	2022-2023	2022	\$ -	\$ -	\$ 68,956,250.30	\$ 68,956,250.30	\$ 68,956,250.30	\$ 10,045,000.00
	8	2023-2024	2023	\$ -	\$ -	\$ 64,030,803.85	\$ 64,030,803.85	\$ 64,030,803.85	\$ 10,045,000.00
	9	2024-2025	2024	\$ -	\$ -	\$ 59,105,357.40	\$ 59,105,357.40	\$ 59,105,357.40	\$ 10,045,000.00
	10	2025-2026	2025	\$ -	\$ -	\$ 54,179,910.95	\$ 54,179,910.95	\$ 54,179,910.95	\$ 10,045,000.00
Continue to maintain viable presence	11	2026-2027	2026	\$ -	\$ -	\$ 49,254,464.50	\$ 49,254,464.50	\$ 49,254,464.50	\$ 49,254,464.50
	12	2027-2028	2027	\$ -	\$ -	\$ 44,329,018.05	\$ 44,329,018.05	\$ 44,329,018.05	\$ 44,329,018.05
	13	2028-2029	2030	\$ -	\$ -	\$ 39,403,571.60	\$ 39,403,571.60	\$ 39,403,571.60	\$ 39,403,571.60
	14	2029-2030	2031	\$ -	\$ -	\$ 34,478,125.15	\$ 34,478,125.15	\$ 34,478,125.15	\$ 34,478,125.15
	15	2030-2031	2030	\$ -	\$ -	\$ 29,552,678.70	\$ 29,552,678.70	\$ 29,552,678.70	\$ 29,552,678.70
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2031-2032	2031	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	17	2032-2033	2032	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	18	2033-2034	2033	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	19	2034-2035	2034	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	20	2035-2036	2035	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	21	2036-2037	2036	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	22	2037-2038	2037	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	23	2038-2039	2038	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	24	2039-2040	2039	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25
	25	2040-2041	2040	\$ -	\$ -	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25	\$ 24,627,232.25

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Applicant Name Grandview Wind Farm II, LLC  
ISD Name Grandview Hopkins ISD

Form 50-296A  
Revised Feb 2014

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	2014	0	\$ -	N/A	0	N/A
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2015-2016	2015	175 FTE	\$ 46,035.00	N/A	0	N/A
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2016-2017	2016			N/A	10	\$ 46,035.00
	2	2017-2018	2017			N/A	10	\$ 46,035.00
	3	2018-2019	2018			N/A	10	\$ 46,035.00
	4	2019-2020	2019			N/A	10	\$ 46,035.00
	5	2020-2021	2020			N/A	10	\$ 46,035.00
	6	2021-2022	2021			N/A	10	\$ 46,035.00
	7	2022-2023	2022			N/A	10	\$ 46,035.00
	8	2023-2024	2023			N/A	10	\$ 46,035.00
	9	2024-2025	2024			N/A	10	\$ 46,035.00
	10	2025-2026	2025			N/A	10	\$ 46,035.00
Years Following Value Limitation Period	11 through 26	2026-2027	2026			N/A	10	\$ 46,035.00

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
Only include jobs on the project site in this school district.

- C1.

Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)  
If yes, answer the following two questions:

X

Yes

No
- C1a.

Will the applicant request a job waiver, as provided under 313.025(f-1)?

X

Yes

No
- C1b.

Will the applicant avail itself of the provision in 313.021(3)(F)?

Yes

X

No

## Schedule D: Other Incentives (Estimated)

**Applicant Name** Grandview Wind Farm II, LLC  
**ISD Name** Grandview Hopkins ISD

**Form 50-296A**

*Revised Feb 2014*

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:					
	City:					
	Other:					
Tax Code Chapter 312	County: Gray (Application Pending)	2016	2025	\$ 406,511.00	Avg 50% Per Yr	\$ 203,255.50
	City:					
	Other:					
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
<b>TOTAL</b>				<b>\$ 406,511.00</b>		<b>\$ 203,255.50</b>

Additional information on incentives for this project:

# TAB 15



N/A

# TAB 16

**Will Supplement**

TAB 17



# Application for Appraised Value Limitation on Qualified Property

## SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

### 1. Authorized School District Representative Signature

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

print  
here

Bryan Hanna

Print Name (Authorized School District Representative)

Superintendent

Title

sign  
here

*Bryan Hanna*

Signature (Authorized School District Representative)

5/13/2014

Date

### 2. Authorized Company Representative (Applicant) Signature and Notarization

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

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

print  
here

Paul Bowman

Print Name (Authorized Company Representative (Applicant))

Sr. VP Development

Title

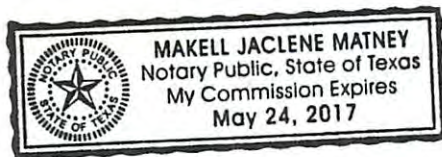
sign  
here

*Paul Bowman*

Signature (Authorized Company Representative (Applicant))

5/13/2014

Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

13<sup>th</sup> day of May, 2014

*Makell J. Matney*  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

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