

UNDERWOOD

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April 24, 2020

Tabita Collazo
Economic Development and Analysis Division
Texas Comptroller of Public Accounts
111 E. 17th St.
Austin, TX 78774

Via Email and Federal Express

Re: App 1259 – Zapata County ISD – Reloj del Sol Wind Farm LLC

Dear Tabita:

Enclosed please find a fully executed copy of Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties.

Please feel free to contact us if you require anything further.

Sincerely,



Fred A. Stormer

FAS/ph
Encl.

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ZAPATA COUNTY INDEPENDENT SCHOOL DISTRICT
AND RELOJ DEL SOL WIND FARM LLC
(Comptroller Application No. 1259)

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 1**”) is entered into by and between **ZAPATA COUNTY INDEPENDENT SCHOOL DISTRICT** (the “**District**”), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **RELOJ DEL SOL WIND FARM LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32060155135 (“**Applicant**”). The Applicant and the District may hereafter be referred together as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

WHEREAS, on or about December 5, 2018, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings (the “**Findings of Fact**”), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated December 5, 2018, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, the Applicant has provided notice that the Applicant seeks to amend the location of the Qualified Investment and Qualified Property and modify the description and proposed Project boundary;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this Amendment No. 1 on March 12, 2020, and the Comptroller issued its notice of completeness letter on March 25, 2020, issued its amended certification of the Amended Application on March 25, 2020, and approved the form of this Amendment No. 1 on March 25, 2020; and

WHEREAS, on April 23, 2020, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this Amendment No. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, and hereby approves this Amendment No. 1 and authorizes the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 1 to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendments.**

- a. **EXHIBIT 2.** EXHIBIT 2 of the Agreement shall be deleted and replaced with EXHIBIT 2 attached hereto.
- b. **EXHIBIT 3.** EXHIBIT 3 of the Agreement shall be deleted and replaced with EXHIBIT 3 attached hereto.
- c. **EXHIBIT 4.** EXHIBIT 4 of the Agreement shall be deleted and replaced with EXHIBIT 4 attached hereto.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement; the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 1 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this Amendment No. 1 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of December 5, 2018.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

[Signatures follow on the next page]

APPROVED AND EFFECTIVE as of the 23rd day of April, 2020.

RELOJ DEL SOL WIND FARM LLC

ZAPATA COUNTY INDEPENDENT SCHOOL
DISTRICT

BY: 

NAME: Steve Irvin

TITLE: EVP Western & Central
Regions of Mexico

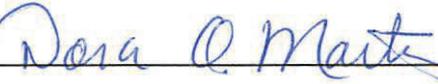
DS
W

BY: 

NAME: Ricardo X. Ramirez

TITLE: Board President

ATTEST:

BY: 

NAME: Dora O. Martinez

TITLE: Board Secretary

EXHIBIT 2

DESCRIPTION OF LAND

The Applicant, Reloj del Sol Wind Farm LLC currently leases land within Zapata County that could accommodate the potential project, as follows, and which is depicted on the map attached hereto:

COUNTY	LANDOWNER	PINS	ACRES	LEGAL
Zapata	J.W. & D.L. Braman Children's Limited Partnership	105683	5587.74	ABST 209 J V BORREGO (SANTO NINO PASTURE TRACT I)
Zapata	Benita Uribe de Martinez Management Co., LLC	2831, 2832, 2833, 2834	1093.81	ABST SH 11 209 J V BORREGO 1093.81 ACRES
Zapata	Brito, Samuel N. & Celina U. /Trustees U/T Samuel and Celina Brito 2002 Family Trust dated February 4, 2002	2852	322.8	ABST 209 SH 10 J V BORREGO SOUTHERN END OF 645.60 ACR
Zapata	B.R. Benavides, Ltd., LAM Family Ranches, Ltd., and Belia R. Benavides Family Trusts	2721 (2721-1B)	990.23 (out of 4502.63 in PIN 2721)	"Portrero Del Llano," M.B. Garcia Tract, San Ygnacio Subdivision, ABST 209, J V BORREGO GRANT, Tract 1B
Zapata	B.R. Benavides, Ltd., L & E Family Ranches, Ltd., and Belia R. Benavides Family Trusts	2721 (2721-2B)	990.23 (out of 4502.63 in PIN 2721)	"Portrero Del Llano," M.B. Garcia Tract, San Ygnacio Subdivision, ABST 209, J V BORREGO GRANT, Tract 2B
Zapata	B.R. Benavides, Ltd., F & A Family Ranches, Ltd., and Belia R. Benavides Family Trusts	2721 (2721-3A)	959.89 (out of 4502.63 in PIN 2721)	"Portrero Del Llano," M.B. Garcia Tract, San Ygnacio Subdivision, ABST 209, J V BORREGO GRANT, Tract 3A
Zapata	B.R. Benavides, Ltd., OM Family Ranches, Ltd., and Belia R. Benavides Family Trusts	2721 (2721-4A)	1,562.28 (out of 4502.63 in PIN 2721)	"Portrero Del Llano," M.B. Garcia Tract, San Ygnacio Subdivision, ABST 209, J V BORREGO GRANT, Tract 4A
Zapata	Rathmell Land & Cattle Company, LTD.	2708	3664.05	ABST 209 SH 10 J V BORREGO (LA PURISIMA) (CARRION PASTURE) (HANCOCK PASTURE)

COUNTY	LANDOWNER	PINS	ACRES	LEGAL
Zapata	Rathmell Land & Cattle Company, LTD.	2601	106	TRACT 1, POR SHARE 2 TRACT 10 of DEED 42-199, ABST 209 J V BORREGO
Zapata	Rathmell Land & Cattle Company, LTD.	12152	850	ABST 209 J V BORREGO SHARE 9 OUT OF EL BRACILITO PASTURE
Zapata	Robert Marshall, et al	2138	5213	ABST 139 PORC 6 M A LASCANO "ZAPATA TRUST RANCH"
Zapata	The Guadalupe and Lilia Martinez Foundation	2671	250.84	ABST 209 SH 4 J V BORREGO
Zapata	The Guadalupe and Lilia Martinez Foundation	2674	744.84	ABST 209 SH 7 J V BORREGO
Zapata	The Guadalupe and Lilia Martinez Foundation	2676	744.84	ABST 209 SH 8 J V BORREGO
Zapata	The Guadalupe and Lilia Martinez Foundation	2678	804.84	ABST 209 SH 9 J V BORREGO
Zapata	Uribe, Carlos (2742); Uribe, Thomas (2872); and Espinoza, Monica Michelle Uribe (242711)	2742, 2872, 242711 (UD 1/3 all same parcel)	240	ABST 209 J V BORREGO SHARE 1
Zapata	Uribe, Margarito	2740	322.6	ABST 209 SH 10 J V BORREGO NOTHERN END OF 645.60 ACR
Zapata	Wye Properties, LTD	2558	263	ALL OF SURVEY 628 (T. BURTRANG) and SURVEY 312, ABSTRACT 209 J V BORREGO GRANT (EL JAGUEY) (ABSTRACT 195 350 628 310 T BURTRAND RUSSELL)
Zapata	Wye Properties, LTD (2759), Estate of Maria R. Vergara (237285)	2759 (UD 2/3), 237285 (UD 1/3)	245.25	ABSTRACT 209 J V BORREGO 245.25 ACRES OUT OF SAN IGNACIO DIVISION (EL JAGUEY)
Zapata	Wye Properties, LTD	2762	228.85	ALL OF SURVEY 628 (T. BURTRANG) and SURVEY 312, ABSTRACT 209 J V BORREGO (EL JAGUEY)
Zapata	Wye Properties, LTD (2761), Estate of Maria R. Vergara (237296)	2761 (UD2/3), 237296 (UD 1/3)	901.04	ABSTRACT 209 J V BORREGO 901.04 ACS (LOS CRYSTALES RANCH)

Amendment No. 1 to Agreement for Limitation on Appraised Value
Between Zapata County ISD and Reloj Del Sol Wind Farm LLC
(App. No. 1259), April 23, 2020
Exhibit 2

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)*

EXHIBIT 2

COUNTY	LANDOWNER	PINS	ACRES	LEGAL
Zapata	Martinez, Lauro	10964	18.97	ABSTRACT 209 J V BORREGO, out of SH 1 of the Gutierrez Comunidad (LOS POTRERITOS TRACT 45 46 47 48 49 50)

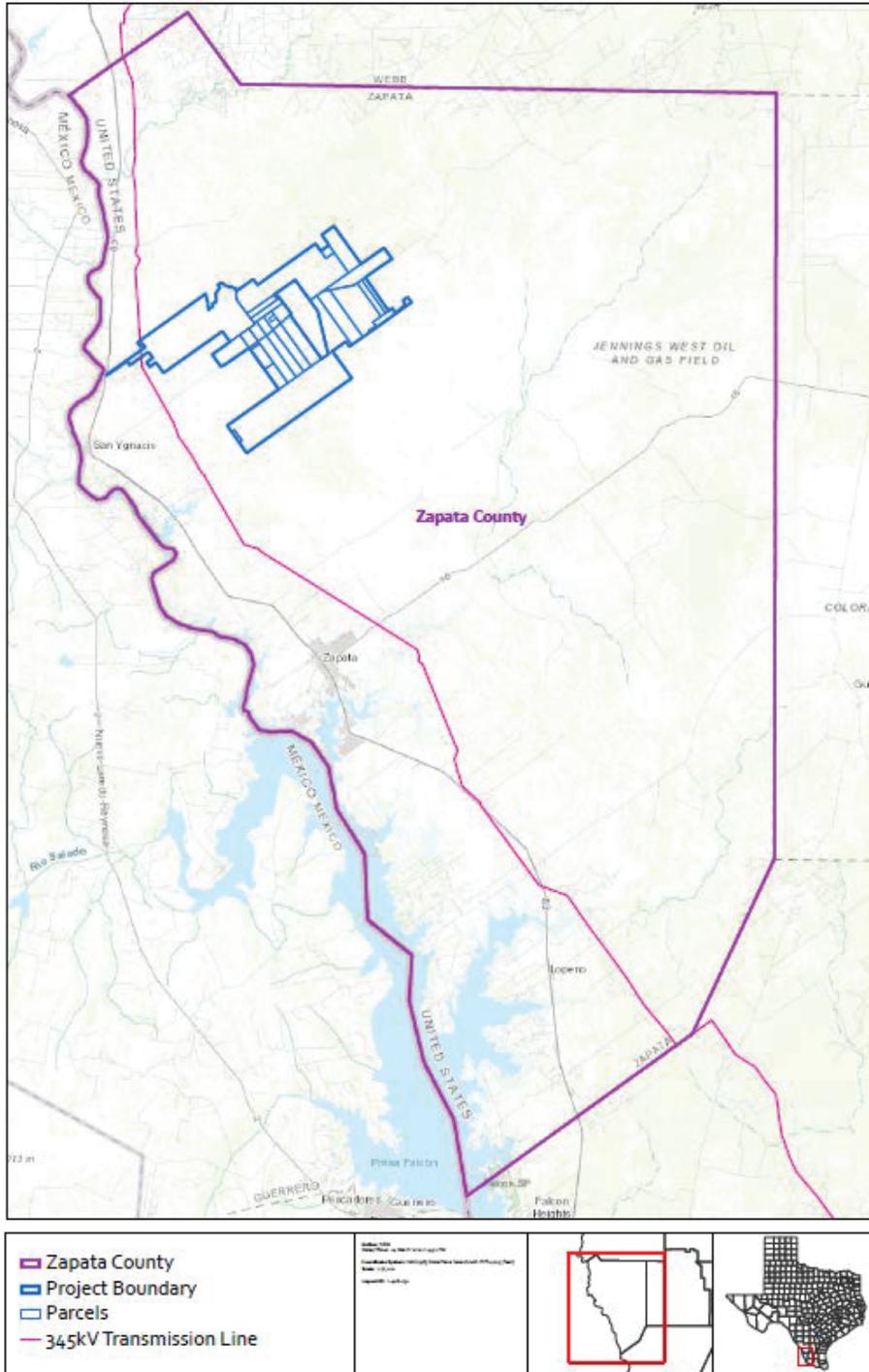
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EXHIBIT 2

LOCATION OF LAND/VICINITY MAP

Reloj del Sol Wind Farm
Project Property



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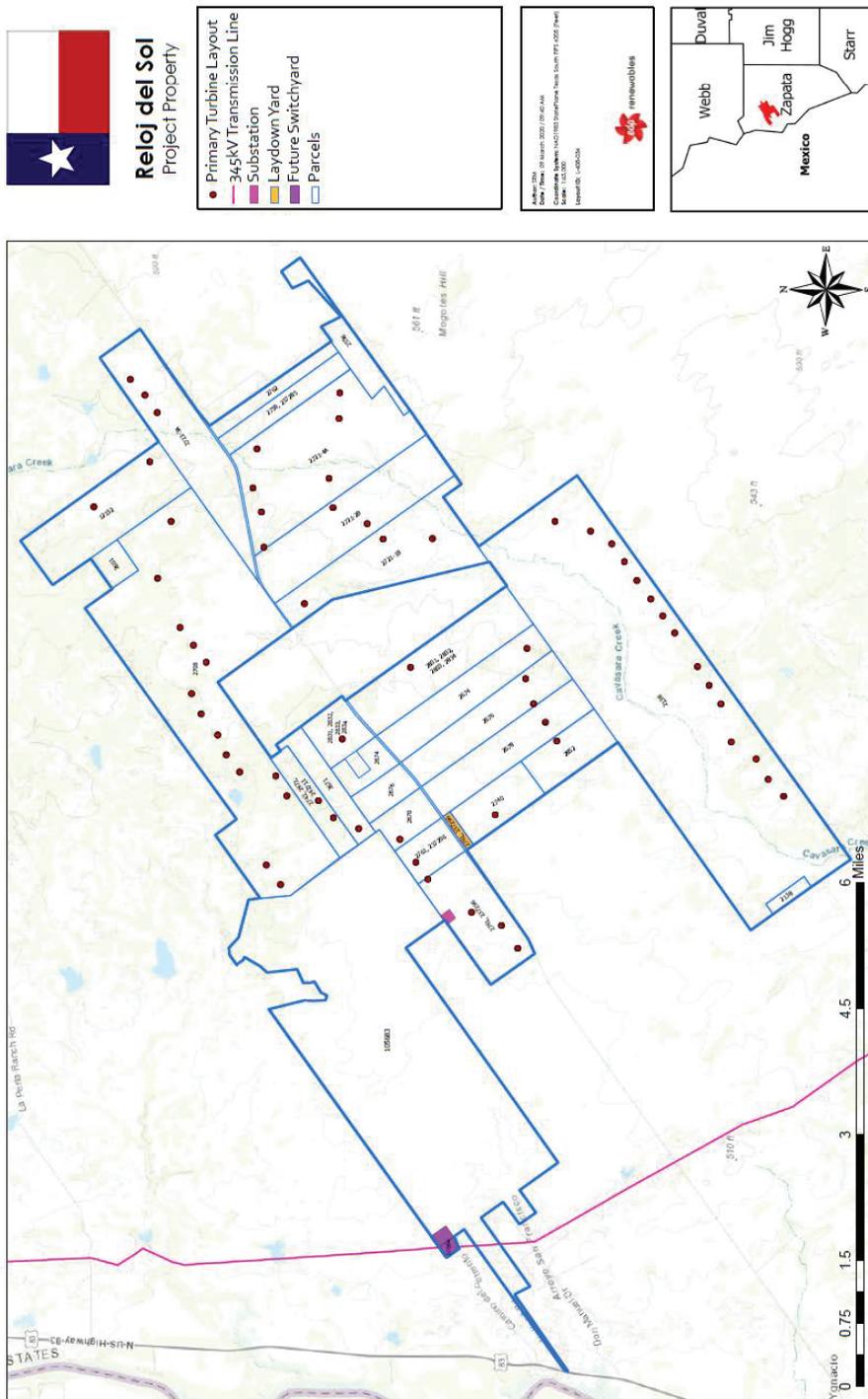
*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)*

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

The Applicant, Reloj del Sol Wind Farm LLC is requesting an appraised value limitation on all property constructed or placed upon real property located in Zapata County ISD in Zapata County. The property for which the Applicant is requesting an appraised value limitation will be a wind-powered electric generating facility with an estimated operating capacity of 202 megawatts of power. The exact number of wind turbines and the size of the each turbine will vary depending upon the final wind turbines selected and the megawatt generating capacity of the project. The Project will also include, but not limited to, the following: reinforced concrete foundations supporting the weight of each turbine tower, conductor cables used to transport electricity from each turbine tower to an electrical substation, collection substation, and approximately 3 miles of transmission lines. The Project boundaries are entirely within Zapata County ISD and the Reinvestment Zone. The Applicant estimates that the Project will be constructed and become operational by the end of the year 2020.

MAP OF QUALIFIED INVESTMENT



Amendment No. 1 to Agreement for Limitation on Appraised Value
 Between Zapata County ISD and Rejo del Sol Wind Farm LLC
 (App. No. 1259), April 23, 2020
 Exhibit 3

*Texas Economic Development Act Agreement
 Comptroller Form 50-826 (Jan 2016)*

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Applicant, Reloj del Sol Wind Farm LLC is requesting an appraised value limitation on all property constructed or placed upon real property located in Zapata County ISD in Zapata County. The property for which the Applicant is requesting an appraised value limitation will be a wind-powered electric generating facility with an estimated operating capacity of 202 megawatts of power. The exact number of wind turbines and the size of each turbine will vary depending upon the final wind turbines selected and the megawatt generating capacity of the project. The Project will also include, but not limited to, the following: reinforced concrete foundations supporting the weight of each turbine tower, conductor cables used to transport electricity from each turbine tower to an electrical substation, collection substation, and approximately 3 miles of transmission lines. The Project boundaries are entirely within Zapata County ISD and the Reinvestment Zone. The Applicant estimates that the Project will be constructed and become operational by the end of the year 2020.

